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March 27, 2012

Scott Zolke, Esq.  
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Sent via e-mail  
szolke@leob.com

RE: ESC Feasibility Concerns

Dear Mr. Zolke:

The City of Sacramento is pleased to be working in partnership with the Kings, NBA, AEG and other partners to build a state of the art entertainment and sports complex (ESC) in downtown Sacramento. As you know, on February 27, 2012 in Orlando Florida, the Kings, NBA, AEG and City representatives reached agreement on the terms for moving forward with the ESC project. That was followed by the Sacramento City Council's approval of the Term Sheet on March 6, 2012. The Term Sheet lays out the framework for advancing the ESC project to completion.

As outlined in the Term Sheet, there is much work ahead that must be closely coordinated among the partners. It is critical for all parties to be pulling in the same direction. To that end, we appreciate the thoughtful questions and concerns that you recently shared with the City, the NBA and AEG on March 20, 2012. This letter and its attachments are provided in response to those questions.

Fortunately most of the concerns presented at the March 20 meeting were based on outdated information from prior preliminary technical report(s) and did not take into consideration all of the progress that has been made in the last six month period, as the parties have methodically developed a comprehensive plan for the financing and construction of the ESC. Provided below is current information and schedule for implementing the tasks needed to comply with the Term Sheet to allow completion of construction of the ESC by the start of the 2015 NBA season.

## **Schedule**

The City in concert with its team of consultants and specialists has prepared an updated project schedule which is achievable. While the initial schedule was reduced from 16 months to 12 months, the City has marshaled additional resources and brought on consultants with substantial experience and the resources necessary to ensure that this is a successful and on-schedule project. The City and its advisors are confident that the schedule can be met as outlined.

The City and ICON Venue Group have been working diligently since September of 2011 under the terms of the Exclusive Right to Negotiate agreement to prepare preliminary plans and design studies regarding the feasibility of locating the ESC at the City's 13-acre planned Intermodal site, adjacent to the existing Depot building at the Sacramento Valley Station, to open by the 2015 NBA season.

Approval and implementation of the ESC project consists of six components:

1. Environmental Review
2. Infrastructure and Utilities
3. Entitlements and Permits
4. Site Planning and Design
5. Financing

Each of these components are addressed below.

### **1. Environmental Review**

The City is on-track to complete the environmental review of the ESC project as required under the California Environmental Quality Act (CEQA) by April 2013. As noted in the letters from AECOM, our environmental consultants (see Attachment 1), and Fehr & Peers, our traffic/transportation consultant (see Attachment 2), our consultants have substantial knowledge and experience with environmental review of the Railyards. AECOM, with support from Fehr & Peers, will be able to complete the necessary environmental analysis within the specified timeframe.

ESC Project EIR Schedule – The City has already started the process to prepare an environmental impact report (EIR) for the ESC project. Last year an initial study was prepared, a notice of preparation (NOP) was issued, a scoping meeting has been held, and responses to the NOP have been evaluated in preparing the EIR scope of work. The contract with the selected EIR consulting firm, AECOM, is scheduled to be approved by the City Council on April 3<sup>rd</sup>. Because the baseline existing environmental conditions essentially remain unchanged from when the prior Railyards Specific Plan EIR was released in 2007, the work scope focus is on analyzing the impacts of the ESC project. Attached is AECOM's EIR schedule, which shows that the draft EIR will be completed by late summer/early fall 2012 (see Attachment 3). The traffic study, which is a critical component of an EIR schedule, is already underway. Fehr and Peers has completed the traffic count effort in the downtown area to establish the baseline

conditions for the traffic model. Based on this schedule, the EIR is expected to be certified by Council in April 2013 (refer to Attachment 3).

Railyards Specific Plan EIR – In November of 2009, Superior Court Judge Lloyd Connelly determined that the EIR prepared for the Railyards Specific Plan was in compliance with the California Environmental Quality Act (CEQA). Although the Appellate Court has not yet issued its ruling, that EIR nonetheless remains valid and we are confident that Judge Connelly's decision will be upheld. There has been no delay in development of the Railyards project due to the CEQA litigation.

Supplement to Railyards Specific Plan EIR - The ESC project EIR is not being tiered from the Railyards Specific Plan EIR. If the Appellate Court determines that portions of the Railyards Specific Plan EIR need to be revised, the process to revise that EIR for the 200 acre Railyards project would have no bearing on the timing to certify the separate ESC project EIR.

Timing for ESC Project EIR - The City and its consultant team are working to insure that all of the issues raised regarding the ESC site plan and project impacts identified in the NOP responses will be addressed in the ESC project EIR. If the adequacy of the ESC project EIR is challenged in the courts, the City can nonetheless continue with implementation of the ESC project until a court ruling is issued. The City expects to obtain the benefits of the expedited appellate review process under AB 900. The ESC project EIR process has been designed to meet the AB 900 requirements. (refer to Attachments 3, 9 and 10).

Railyards EIR - The Railyards Specific Plan EIR addressed development of 12,000 housing units and over 5 million square feet of office and retail buildings in the 200 acre site over a 20 -30 year period. This EIR contemplated development of an arena. The issues to be analyzed in the ESC EIR will focus on impacts of this project, as set forth in AECOM's attached work plan (refer to Attachment 3).

ESC EIR Challenges – The City expects to obtain the benefits of the expedited review process under AB 900, which allows for the petition for writ of mandamus to skip lower court review and be heard expeditiously by the Appellate Court. AB 900 effectively caps the legal process at 175 days so there is not the likelihood of the EIR remaining in the courts for years. However, it is important to note that a lawsuit is unlikely to prevent the development of the ESC just as the lawsuit against the Railyards Specific Plan EIR did not prevent the City from embarking on development of the site including significant infrastructure construction projects. Construction of the ESC may continue even if there is a legal challenge to the EIR adequacy.

AB 900 Process – As noted above, the ESC project EIR process has been designed to meet the AB 900 requirements. Relocating the existing arena from North Natomas to downtown Sacramento next to the heavy rail, light rail and intercity bus station will result in greater transportation efficiency and reduced greenhouse gas emissions as compared to existing conditions. Furthermore, the City in consultation with its environmental and transportation planning consultants (AECOM and Fehr & Peers) is preparing the methodology necessary to demonstrate that the facility will be able to

achieve the net zero greenhouse gas (GHG) emission targets identified in the AB 900 guidelines, City staff met with California Air Resources Board staff last fall to begin this process. (refer to Attachments 9 and 10).

Soil and Groundwater Contamination – The ESC site is located within an area where soil remediation was completed in the early 1990's. The soil was remediated to "construction worker standards," which means it is safe to undertake grading and construction work without any special safety precautions. There has been substantial work done throughout the site as a result of the infrastructure associated with the Railyards and the Intermodal project transportation facilities. Based on the City's experience and the findings of our construction manager, Vali Cooper (see Attachment 4), soil remediation is not anticipated to be an issue that would affect the City's ability to meet the 2015 construction deadline.

## **2. Infrastructure and Utilities**

The City has completed all master planning of land uses and infrastructure needs for the 200+ acre downtown Railyards site. The 2007 Railyards Specific Plan and EIR assumed very intense development and an Entertainment and Sports Complex within the development area for the purposes of assessing infrastructure needs. The corresponding Infrastructure Finance Plan for the Railyards Specific Plan identified funding sources for all major infrastructure elements. Over \$200 million in public funding commitments have been secured to implement the backbone infrastructure. Most of that infrastructure is either completed, under construction, in design, or slated for construction in forthcoming construction phases (see Attachment 5 for the projects and their status).

The 13-acre City-owned parcels in the Railyards, slated for Intermodal transportation uses and the ESC, are included in the master planning and infrastructure plan above. Although the Railyards Specific Plan EIR already contemplated an arena within the plan area and no new major mitigation measures are expected, there may be ESC project specific mitigation requirements, such as new traffic signals or other traffic operational improvements that have not yet been identified. These items will be identified in the more fine grained traffic study in consideration of the precise ESC location and event circulation characteristics for trucks, cars, pedestrians, etc. The ESC project budget includes funding for these operational improvements.

The infrastructure table (refer to Attachment 5) identifies the Railyards Specific Plan and ESC related infrastructure projects and funding sources, along with the current delivery status. Sources of funding have been identified through the Railyards Finance Plan, Intermodal project, or ESC project budget; however, in some cases timing and cash flow issues still have to be worked out. The City has begun discussions with the various funding agencies (Sacramento Transportation Authority, Sacramento Area Council of Governments, Sacramento Regional Transit District, California Transportation Commission, California Department of Housing and Community Development, and the Railyards landowner Inland American Sacramento Holdings, LLC or "Inland").



Previous City staff reports that identified potential improvements for the ESC were prepared to cover all possible locations of the ESC within the City-owned Intermodal property. Once the sites are determined for both the future Intermodal transportation facilities and the ESC project, and the ESC traffic study is complete, the list of needed transportation improvements in the Railyards Specific Plan and Finance Plan will be amended. For example, the bus area and light rail station may not need to be relocated right away, depending on the site chosen for the ESC. The later phases of the Intermodal project are not scheduled to be completed before the ESC is constructed and will be developed in phases as funding becomes available.

The majority of wet utilities infrastructure to support the ESC is funded, but the construction schedule may need to be advanced to meet the 2015 ESC opening. The City and Inland have been coordinating over the past several months and have begun discussions on infrastructure funding and delivery schedules. Attached is a table with the public funding commitments table and corresponding map (see Attachments 6 and 7).

Caltrans - The proposed freeway improvement projects suggested by Caltrans in its response to the NOP are similar to what they proposed for the larger Railyards development plan in 2007. The EIR traffic study will evaluate the ESC impacts on the freeway system and mitigation strategies as may be applicable.

Other Improvements - The Railyards Specific Plan set forth the transportation improvements that would be needed at build-out. All of the planned infrastructure improvements required for development of the 200+ acre Railyards project are not the same as what is needed for the ESC project. Future improvements such as widening 7<sup>th</sup> Street to four lanes, extensions of 5<sup>th</sup> and 6<sup>th</sup> Streets from Railyards Blvd to Richards Blvd, the ultimate I-5 Richards Blvd interchange, and the State Route 160 and Richards Blvd interchange would not be needed until the planned development within the Railyards and the River District Specific Plan areas occurs over a 20 to 30-year timeframe. These long-range transportation improvements will be evaluated as part of the traffic study for the ESC project EIR.

Storm Drainage – Until a new outflow at the Sacramento River is permitted and connected to the storm drains to be included in the street improvement plans, storm drainage would be collected in drainage detention basins so as not to overload the capacity of the existing storm drainage system during heavy rain storms. New detention basins would be constructed to replace the basins removed with the ESC project. These are open space areas which are simple to construct through grading. Working with Inland and their engineering consultant, Kimley Horn, a site has already been identified that would serve the drainage needs of not only the ESC, but also the new County courthouse and the Intermodal facility as well as development in the Railyards itself. Design work for that detention basin is already underway.

Conflicts with Existing or Planned Infrastructure - The location of the new 42" water transmission main was already moved to the west and constructed as part of the Track Relocation project. The ESC and Intermodal projects will be sited to avoid conflicts with the new water main location.

Light Rail Relocation - Since 2004, the City and the Sacramento Regional Transit District have been planning for the future relocation of the existing light rail station as part of the light rail system expansion to the north (Green Line project formerly called Downtown Natomas Airport extension). An agreement between the City and RT District for relocation of the light rail station was approved in January 2005 (see Attachment 8). Regional Transit's interest in a storage site for light rail vehicles goes beyond the ESC project and is related to the future light rail system expansion to the north. The City and RT will work on locating storage for light rail vehicles needed for ESC events as part of the special event traffic plan associated with the ESC project EIR and implementation.

### **3. Entitlements and Permits**

Amendment of Railyards Specific Plan - The Railyards Specific Plan may need to be amended to reflect the new land uses in the Depot District. However, that amendment would be based on the ESC project EIR, not the prior Railyards Specific Plan EIR. The ESC project EIR will include a full range of analysis of impacts. (See AECOM's EIR scope of work in Attachment 3.)

Railyards Infrastructure and Project Entitlements - The water, sewer, drainage, and water quality master plans and improvements as specified in the Railyards master tentative map are not required for development of the City's Intermodal property, although consistency in infrastructure planning and phasing is needed. Since 2007 when the Railyards Specific Plan was approved, the City and the Railyards property owners have continued to work together in developing such master plans and improvement plans. Development of City property by the City does not trigger the need for filing of a final map for the Railyards project.

Outside Agency Approvals – Approval by federal agencies for the ESC project is not required as there are no federal funds being used for the ESC development. The California Department of Transportation and County of Sacramento are also not required to grant any approvals for the ESC project. The City will begin coordination with the Department of Toxic Substances Control, Regional Water Quality Control Board, and Sacramento Metropolitan Air Quality Management District for those agency's construction permits upon approval of the ESC Predevelopment and Funding Agreement and commencement of the design and environmental work.

### **4. Site Plan and Design**

Site Planning Process - The City has several site plan concepts; however, there are two primary plans that staffed is focused on -- one with the ESC sited on the west and a second concept with the ESC sited on the east. The City is currently engaged with AECOM and Fehr & Peers to finalize our site plan for the ESC (see Attachments 9, 10 and 11). We have employed the members of the former Urban Land Institute panel that assisted the City in July, 2011 with ESC site planning. The team will evaluate the best options for locating the ESC, as well as circulation, access, truck marshaling, height and massing and grade level of the ESC, as well as ensuring sufficient space for Intermodal facilities. Over the next six weeks, the City's site planning and design team will develop a final site plan for use by Populous to prepare its design for the ESC. This work also

includes the siting of the premium parking facility to ensure that premium seat holders have easy and convenient access to the ESC. This work will be complete by May 9<sup>th</sup> and will enable Populous to timely complete its design for the ESC.

Additional Property Acquisition – The City and Inland, the owner of lot 40, have been in discussions regarding the transfer of this parcel to the City. Land values are being evaluated and the acquisition is expected to be a cooperative endeavor.

Parking –The City has spent an extensive amount of time working with its consultant, Walker Parking Consultants, to analyze the amount of parking required for the ESC operations based on the anticipated demand and the available public and private parking supply. Most of the existing parking lots are empty in the evenings or weekends when ESC events would occur. Given the high level of multi-modal transit options at the Sacramento Valley Station, the amount of parking required at this downtown location will be less than the existing North Natomas site.

A map of the available parking lots and garages is included as Attachment 11. As shown in that attachment, there are over 3,400 spaces within ¼- mile and a total of 17,000 spaces within a ½-mile walking distance. Based on our discussions with AEG, Barrett Sports Group, Populous, ICON, AECOM Sports and the City's own review of parking for downtown event centers in an urban setting, it is typical to walk up to a ½ mile from a parking lot to an event center. In fact, it is not unusual for spectators to walk even farther distances to obtain cheaper parking options.

With respect to parking for premium patrons, the City has committed to including a premium parking garage which will include approximately 1,000 spaces. Subsequent to the City's initial analysis of premium parking needs in its September 13, 2011 technical review, the City received input from the NBA, and later AEG, ICON, Populous, and Barrett Sports Group, that 1,000 spaces would be sufficient to meet the demand for premium patrons. This assumption is based on industry standards for premium seating parking ratios and requirements and the planned premium seating inventory for the ESC. As part of the six-week site planning exercise, the City will identify the best location(s) for the premium parking garage to ensure that patrons have close, safe and convenient access to the ESC from the parking garage. As outlined in the Term Sheet, AEG, the Kings and the City must reasonably agree on the location of the premium parking garage. In addition, the City is also including parking adjacent to the ESC that will be available for players and coaches.

Team Offices and Practice Facilities – The team's office and facility needs are included the overall ESC development budget and are planned for development as part of the overall ESC project.

Historic Preservation and Cultural Resources – Design Guidelines already exist for the Railyards Specific Plan area, including the historic Depot District. In addition, the City and State Historic Preservation Office have prepared draft architectural guidelines with regard to renovation of the Depot building and the surrounding area, which will be approved shortly. Neither the Railyards Design Guidelines nor the Depot architectural guidelines will delay the ESC project approvals. Instead, these guidelines will help

ensure that the City and its design team effectively address the need to design the ESC in a manner that respects the history and cultural resources of the Depot area and the larger Railyards area.

With respect to possible buried archaeological resources, the 13-acre site has been extensively disturbed by the grading performed for the soil remediation work that extended to 15 feet below grade, and the recent Track Relocation project work that involved digging three tunnels at even greater depths. It is highly unlikely that ESC construction would uncover any buried artifacts or burial grounds. In fact, to date no prehistoric or Native American sites or features have been discovered during trenching or construction activities (see Attachment 13). While there have been some historic artifacts discovered on-site with Track Relocation construction, none of these resources have been significant. The City's cultural resource consultant, ICF, has been able to quickly bring a crew out to address these issues without affecting the progress of construction elsewhere on the site.

Intermodal Transportation Facilities Project - The City has been working on the Intermodal Transportation Facilities project for several years. The project includes integration of the historic Depot building with future new transportation facilities, as well as future joint development opportunities. The City is in the process of siting both the future transportation facilities and the ESC projects. Scale and massing of the ESC and Intermodal facilities in relationship to the historic Depot and Central Shops building is one of the considerations being factored into the site planning process. The community will have an opportunity to participate in the site planning process which has been designed to solicit stakeholder input from several parties, including transportation operators, funding agencies, business organizations representing surrounding areas, advocacy groups, and the general public. (See schedule for site planning work in Attachment 11.)

High Speed Rail - The City has been working with the High Speed Rail Authority and its consultants for several years to coordinate the High Speed Rail (HSRR) and Intermodal Transportation Facilities projects. Sacramento's Intermodal project is planned as the terminus station for High Speed Rail operations. The initial concept of an elevated HSRR route above the new Union Pacific rail right-of-way and future Intermodal building has evolved into a terminus station between 5<sup>th</sup> & 7<sup>th</sup> Streets, north of the new track right-of-way. The City and the High Speed Rail Authority are working cooperatively to ensure that the future HSRR is fully integrated into our planning for the ESC and Intermodal projects. This cooperation has been memorialized through a memorandum of understanding (refer to Attachment 14).

## **5. Financing**

The March 6, 2012 staff report provides detailed information regarding the financing plan for the ESC project. Additional information is provided below.

Parking Monetization - The Parking Concession Model has been fully evaluated over the past six months. Projected revenue streams have been validated by investors and interested vendors have submitted qualifications. Furthermore, the assumptions used



in the parking model developed by Walker Parking Consultants are conservative and purposely exclude ESC-related event revenue. The rate increases proposed in the model are modest and would likely to be supported by the City Council given the increased demand for parking in Downtown Sacramento as a result of all the activities at the new ESC and Intermodal facilities.

Natomas Property Sale and Other Land Sales – The City has used conservative assumptions for the revenue derived from City-owned land including the Natomas property. In addition, in the event that the City is not prepared to sell the Natomas site or Lot X or any of the other sites due to market conditions or site conditions (e.g., FEMA restrictions), the City has also investigated the feasibility of using bridge financing (e.g., EB-5 financing or other options) to secure the necessary revenue or may consider selling other properties prior to selling the Natomas site.

### **Political Support**

The ESC project has strong political support throughout the region and across the political spectrum including support from Senate Pro Tem Darrell Steinberg, Assemblyman Ted Gaines, Assemblyman Roger Dickinson and Congresswoman Doris Matsui. Congresswoman Matsui has been a proponent of both the ESC and the Intermodal Transportation Facility. Her office has been an advocate for keeping the Sacramento Kings and for having an ESC that complements and enhances the Intermodal Transportation Facility as arenas have done in New York and Boston. A letter detailing her support for the Sacramento Kings is included in Attachment 15.

As you know, successful completion of the ESC project is dependent upon the formation of a true public/private partnership. Development projects of this magnitude always involve risk. The City and the Kings have to share the ESC vision and commit to work together to successfully and timely complete the project. I trust this response will foster that commitment. If you have any additional questions, please do not hesitate to contact me at (916) 808-1222.

Sincerely,



John Dangberg  
Assistant City Manager

Attachments



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March 27, 2012

John Dangberg  
Assistant City Manager  
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City of Sacramento  
915 I Street, 5th Floor  
Sacramento, CA 95814

**Subject: Sacramento Entertainment and Sports Complex (ESC) Environmental and Site Planning Schedule**

Dear Mr. Dangberg:

The Sacramento Entertainment and Sports Complex (ESC) represents an enormous opportunity for the City of Sacramento (City) to develop a regional facility that will accommodate sports and entertainment performances, including NBA basketball for years to come, and that will stimulate development in the Railyards, an aspiration of the City's for over 20 years. The ESC is put forth under unusual circumstances – a condensed schedule and the need to carefully integrate the ESC into the Railyards and the planned Sacramento Intermodal Transportation Facilities (SITF). This work effort requires a team that can execute the Environmental Impact Report (EIR) and assist with site planning with exceptional speed, maximize the use of existing information, work collaboratively with project partners, and bring a creative and flexible problem-solving approach. The AECOM team is well prepared to successfully undertake this assignment.

**Complex Environmental Analysis.** As stated above, the ESC EIR must address an intricate set of issues within very tight time constraints. The EIR team's experience preparing EIRs for complex projects quickly and effectively will be enhanced by our direct and deep knowledge of the project site, the Railyards and the city of Sacramento.

The EIR team has a proven track record analyzing complex issues in EIRs. Brian Boxer and Christina Erwin were involved with the preparation of the Sacramento 2030 General Plan Master EIR, certified in 2009, which analyzed many of the environmental issues the City currently faces. EIR team members have prepared EIRs for a variety of large, urban projects, including the Railyards Specific Plan and the Capital Area Plan, both of which analyzed redevelopment. Other examples of our experience dealing with complicated environmental issues include the Delta Plan EIR, a highly complex project that evaluated a series of potential water supply and Delta ecosystem restoration projects throughout the state. Members of our team have also worked on large, controversial projects such as the EIR for the Placer Vineyards Specific Plan, a 5,000-acre mixed use project bordering three jurisdictions. That EIR evaluated the impacts of 14,000 residential units, 3.6 million square feet of commercial and mixed uses, and extensive public facilities. These projects all required in-depth analysis of a myriad of issues and necessitated the collaboration of multiple parties.

**Understanding of the Railyards.** The AECOM EIR Team will be led and managed by Brian Boxer, as Project Director, and Adrienne Graham, as Project Manager, who together have led all of the primary documentation prepared under the California Environmental Quality Act (CEQA) for the Railyards plans and projects over the last 20 years. Brian and Adrienne are unmatched in their

knowledge of the history and content of those documents, and provide the City with project leadership that will be able to immediately move forward utilizing those prior documents with no learning curve.

AECOM will also provide site planning services for the ESC. Andre Brumfield was the Urban Land Institute (ULI) Daniel Rose Center for Public Leadership in Land Use Panel Co-Chair for evaluating potential future uses in the Railyards. Bill Crockett, AECOM's national director of sports architecture and Allen Folks, a registered landscape architect and urban designer, also participated in the ULI Panel's evaluation of the Railyards. This in-depth evaluation focused on the relationship between a proposed ESC and Railyards districts and surrounding uses and structures, developing synergies between proposed and existing uses, the potential future location of the planned SITF, potential joint development sites, the ability to provide adequate space for service vehicle and bus access to the ESC facility, convenient pedestrian connections to the ESC and all other transit modes, and the location of a planned VIP Parking Structure.

**Depth of Resources.** The AECOM Team includes in-house technical expertise in nearly every subject matter of import to the ESC EIR and site planning processes. We have CEQA experts in Brian Boxer and Adrienne Graham assigned to the EIR; site planning and sports facility planning experts Allen Folks, Andre Brumfield, and Bill Crockett assigned to the planning aspects of the project; land use economist Alexander Quinn assigned to evaluating blight and urban decay issues; and subconsultant MacKay & Soms to evaluate utilities and infrastructure issues. In addition to this core team, AECOM has approximately 100 technical staff in its Sacramento office, and this group can be supplemented as needed by staff from other California and/or national offices. Our in-house technical expertise allows us to bring a depth of capabilities to site planning and the study of environmental topical areas that will need analysis in the ESC EIR. In short, we have a team that is broad and deep, with outstanding local knowledge and the capacity to address any issue that may be raised through the EIR or planning processes at a moment's notice.

**Meeting Ambitious Deadlines.** AECOM has deservedly developed a reputation for being able to deliver environmental documents on ambitious schedules. We bring an enormous local depth of resources, with over 100 environmental professionals in Sacramento, and a can-do attitude. This team has delivered documents of outstanding quality on seemingly impossible schedules for key civic projects for clients such as the Sacramento Area Flood Control Agency, the Three Rivers Levee Improvement Authority, the Department of Water Resources, and others. Furthermore, with the exception of MacKay & Soms, our entire technical team will be made up of AECOM's in-house experts, ensuring our ability to deliver on our commitments. The team that we have presented to the City will be committed by AECOM and will have the ESC EIR and site planning tasks established as their highest priority.

**Commitment to Meeting the ESC EIR and Planning Schedules.** In our scopes of work, we identified aggressive, yet achievable schedules for each of the deliverables. AECOM understands the importance of meeting the schedules outlined and has confirmed technical staff's immediate availability to meet the identified schedules. The site planning work is scheduled to begin in early April 2012 and will be completed in 6-8 weeks. To meet this schedule, AECOM will work collaboratively with the City and other stakeholders to gather and synthesize information, develop draft site plans, and quickly develop a plan to move forward. This will be accomplished through the use of focused stakeholder interviews and meetings, reducing the back-and-forth that can happen when refining complicated plans. The ESC EIR schedule is aggressive; however, a key element in our achievement of challenging commitments while producing outstanding quality is flexibility based on our intimate knowledge of the CEQA process, and intellectual creativity in applying CEQA to specific projects. This kind of creative thinking, combined with our in-depth knowledge of the issues at the Railyards

and in the region, will allow us to meet the City's needs by working smart, not just hard. AECOM anticipates having the EIR in front of the City Council for certification by April 2013.

AECOM's collaboration with the City will be a key element to successfully completing the environmental documentation process by the April 2013 deadline. The creation of a partnership between AECOM and the City means more than seamless communication; it means that we work together toward solutions to project challenges. We will work hand-in-hand with City staff to achieve the goals of this project. Where tasks are best completed by AECOM, we will expeditiously complete high quality work; where tasks are best undertaken by City staff, we will provide appropriate support and coordination with consultant tasks.

AECOM has the experience, depth of resources, and ability to meet the City's goal of an April 2013 EIR certification hearing. Please feel free to contact me, Brian Boxer or Allen Folks if you have additional questions or concerns.

Sincerely,



Steve Heipel  
Managing Principal



Christina Erwin  
Assistant Project Manager

cc: Fran Halbakken, via email  
Desmond Parrington, via email  
Sheryl Patterson, via email  
Adrienne Graham, via email

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## FEHR &amp; PEERS

March 26, 2012

Mr. John F. Shirey  
City Manager  
City of Sacramento  
City Hall  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814-2604

**RE: Entertainment and Sports Complex (ESC)-Project Delivery**

P11-2721-RS

Dear Mr. Shirey:

Fehr & Peers has the extensive staff resources, experience, and knowledge of transportation issues to complete the Site Planning and EIR Transportation Impact Analysis tasks within the committed time frames. This letter provides both a comprehensive description of those resources and experience, and a commitment to meet all project deadlines.

Ability to Handle Complex Transportation Analysis

Fehr & Peers has served as the transportation consultant for all three advance planning efforts for a new arena in the City of Sacramento, including the Sacramento Arena Site Evaluation Project and the Downtown Sports and Entertainment District Concept Plan. Through these efforts, we have collected and evaluated data on travel characteristics of attendees at events at Power Balance Pavilion and are intimately familiar with the transportation requirements of the ESC.

The firm has extensive experience preparing parking and traffic management plans for sports arenas and stadiums including Staples Center, Dodger Stadium, the Rose Bowl, Anaheim Stadium Complex, the Denver Sports Complex (McNichols Arena & Mile High Stadium), and the Arizona Cardinals Stadium. We assisted the Oakland A's in planning for a new stadium. Bob Grandy, a firm principal dedicated to this project, managed the transportation analysis for the Oakland-Alameda County Coliseum Expansion EIR that evaluated six scenarios addressing various combinations of basketball (Warriors), football (Raiders), and baseball (A's) events.

Fehr & Peers managed several recent major transportation planning efforts for the City of Sacramento including the Streetcar System Plan and the Sacramento River Crossings Study. We are assisting SACOG in the update of the region's Metropolitan Transportation Plan and prepared the Mobility Element of the City's General Plan Update that was adopted in 2009.

Experience with and Understanding of Railyards and Intermodal Terminal Facilities

John Gard and Bob Grandy, the firm's two principals assigned to this project, have extensive knowledge of the planned Railyards transportation network and Intermodal Transportation Facilities (ITF). The firm recently completed a transportation analysis for the Sacramento State Criminal Courthouse facility, planned for the northeast corner of 5<sup>th</sup> Street and J Street (Railyards Lot 41 parcel), approximately one year ago. The transportation analysis for the Courthouse facility, located

Mr. John F. Shirey  
City Manager  
City of Sacramento  
March 26, 2012

adjacent to the ESC and ITF, addressed many of the same study locations that will be evaluated in the ESC EIR. Through the firm's work on the Sacramento Streetcar System Plan, we understand the range of alignment options that have been considered for the planned light rail and streetcar lines that are planned to serve the ITF and ESC facilities. We prepared the traffic analysis for the I-5/Richards Boulevard interchange project, which used the version of the travel model developed for the Railyards EIR transportation analysis.

#### Firm Resources

Our Roseville office, with a staff of 35, is the largest of any firms in the Sacramento region that specialize in traffic engineering and transportation planning. We also have three offices in the Bay Area, including the firm's headquarters in Walnut Creek, that have a total staff of 80 if additional resources are needed. We do not anticipate the need for additional resources, though, as our Roseville staff has completed hundreds of major transportation studies over the past 20+ years in the Sacramento region.

#### History of Completing Studies in Tight Schedules

Fehr & Peers has successfully completed hundreds of traffic studies in the Sacramento region over the past 25 years, many on very tight schedules similar to the ESC EIR. We have met similar deadlines for recent Central City projects including the Northwest Land Park EIR and the State Criminal Courthouse EIR.

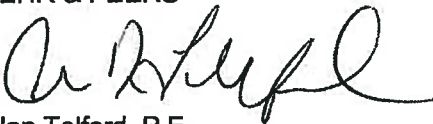
#### Commitment to Complete Site Planning and EIR Transportation Analysis

The ESC project is arguably one of the most important projects ever proposed in Sacramento. Fehr & Peers commits to provide all the necessary resources, both in terms of the involvement of several key principals as well as a seasoned team of technical and administrative support staff, to complete the Site Planning and EIR Transportation Analysis tasks within the committed time frames.

Please call if you have any questions or need additional information.

Sincerely,

FEHR & PEERS



Alan Telford, P.E.  
Regional Principal-in-Charge



## Work Plan

### Project Understanding

For over a decade there has been interest in Sacramento in replacing the aging Power Balance Pavilion in Natomas with a new entertainment and sports facility in the downtown area. The vision has been that this new facility will attract high-quality sports and entertainment to the Sacramento region, will secure over the long term the NBA Kings as a Sacramento-based franchise, and will stimulate economic activity and advance the City's goals for a 24-hour downtown in Sacramento's Central City. The location of this new facility in the Sacramento Railyards, identified and generally considered in the 2007 Railyards Specific Plan and EIR, has been seen as an opportunity to accelerate redevelopment of the Railyards in which the City has been engaged for over 20 years.

The City is now undertaking environmental review of the Sacramento Entertainment and Sports Complex (ESC), a 675,000 square foot facility that would provide an arena for the Kings, as well as a state-of-the-art venue for other sports and entertainment events. The City intends to create an active, world-class destination by establishing the ESC as a 21<sup>st</sup> century icon and careful design that animates the entire Depot District. A key aspect of this goal will be vehicular, pedestrian and bicycle facilities that are incorporated into the existing circulation network and provide strong links to the Intermodal facilities, Old Sacramento, Chinatown and Downtown.

Design and construction of the ESC will need to address site-specific issues, such as existing soil conditions, groundwater levels, the contaminated groundwater plume that underlies the site, potential archaeological resources, the timing of utilities improvements needed to

serve the project site and the entire Railyards, proximity to the freeway and high speed rail, the relationship of the ESC to the historic Depot, and relocation of the Intermodal facility, which would need to be shifted to the east to accommodate the ESC.

The City plans to have the ESC completed by early 2015. To meet this schedule, the project will require an expedited CEQA process, with certification of the EIR and approval of the ESC project in late-2012.

### Approach

Our approach is drawn from our understanding of the project and the City's needs, our knowledge of the City's platform of program-level EIRs which can be used to streamline the ESC EIR, and the capabilities of the team that we have assembled for this important assignment. AECOM's approach is built upon three key pillars, as noted below and then further expanded upon in this section:

- Strong reliance on the Sacramento 2030 General Plan Master EIR, the 2007 Railyards Specific Plan EIR, and other relevant documents, including where appropriate the formal use of tiering as allowed under sections 15152 and 15177 of the State CEQA Guidelines.
- An experienced team that knows this project inside and out.
- The creation of a partnership with seamless coordination between AECOM and the City's environmental, planning, and transportation teams.

## Maximized Use of Program EIRs

Achieving the City's goal for the EIR process requires a creative and thoughtful approach to maximizing the reliance on prior environmental studies. Fortunately, the City has undertaken two major environmental reviews that have direct bearing on the ESC project. The City recently completed an update to the General Plan and accompanying EIR. The Sacramento 2030 General Plan Master EIR, certified in 2009 and guided and prepared in large part by members of our team, provides a solid, recent set of impact analyses and policy-level mitigation measures addressing cumulative and certain project-level environmental effects. The City's Sacramento 2030 General Plan Master EIR can and should be used as the basis for formal tiering to the greatest extent possible, pursuant to section 15178(c)(1) of the State CEQA Guidelines, which provides that the subsequent focused EIR should "analyze only the subsequent project's additional significant environmental effects and any new or additional mitigation measures or alternatives that were not identified and analyzed by the Master EIR." We believe that this provides the basis for the tiering of most, if not all, cumulative analyses, and many other project-level impacts that were adequately anticipated in the General Plan Master EIR. Importantly, key members of our project leadership team were involved in the design and preparation of the General Plan Master EIR.

The 2007 Railyards Specific Plan EIR, validated by the Superior Court and currently subject to appeal, contains extensive detailed analysis of the effects of construction of projects at the project site. The Railyards EIR analyzed redevelopment of the Railyards with high-density commercial, residential and public uses. While the Railyards EIR did not address the impacts of an arena in detail, it did provide a cursory discussion of a sports and entertainment overlay zone centered on 7<sup>th</sup> Street. The current ESC proposal would encompass an approximately 13-acre site adjacent to Interstate 5. Because the ESC is an allowable use within the Railyards Specific Plan, and the Railyards Specific Plan EIR analyzed full development of the ESC site (albeit with different assumed uses), much of the project-specific analysis of the ESC project can be tiered from the Railyards EIR. Many of the key issues, such as hazardous materials, cultural resources, public services, biology, and the like are intensely evaluated in the Railyards Specific Plan EIR and do not require substantive re-evaluation. The 2007 Railyards Specific Plan EIR, as well as the predecessor 1994/5 Railyards Specific Plan EIR, were led and managed by our project leadership team.

Further use of incorporation by reference should be extended to such documents as the NEPA Environmental Assessment on the Sacramento Intermodal Transportation Facility, the Programmatic Agreement, and similar such documents.

As indicated in the NOP, the ESC EIR will address the full range of issues contemplated by CEQA. However,

we suggest that the level of detail in the analysis vary by issue. In cases where impacts would clearly be less than significant and/or the prior EIRs adequately addressed the impact, then the analysis can be relatively brief and contained entirely in the Initial Study, which will be included as a chapter of the EIR. That way, the heart of the analysis and most of the staff and consultant effort will be focused on those issues that are unique to the project, where circumstances have changed substantially, and/or that are of heightened public concern or technical complexity.

While the City will be taking the lead on the preparation of the Initial Study, part of the AECOM Team approach would be to provide support to the City in the development of that document, contributing to the City our knowledge of the issues and extensive experience with the process of tiering.

The ambitious schedule will also require a consultant that can multi-task and respond quickly and effectively to unanticipated events. The ESC is being planned at the same time that the City is initiating the CEQA process. For a project that is under such intense public scrutiny, that invariably means that the project will evolve, not only in its physical features, but also its financing, programming, and planned operations. Our scope provides for early and regular meetings with City staff and EIR team to ensure that we are all kept abreast of the evolving project and other relevant events. We will work closely with the City to identify project elements and assumptions that are critical to the schedule early in the process, and those that do not affect the CEQA analysis. We will also alert the City to any information or project elements that could threaten the CEQA schedule or process.

## The AECOM Team

This CEQA process needs to be supported by a depth and breadth of technical resources that allows the City's team to move forward simultaneously on multiple fronts, with an ability to bring expertise to potentially unforeseen issues at a moment's notice.

The circumstances of the Sacramento ESC EIR are such that AECOM's team and approach, presented below in this proposal, are uniquely situated to achieve the City's goals. From our past experience which means we start with no learning curve, to our aggressive approach of using prior environmental documents that we largely wrote, to AECOM's unmatched in-house depth and breadth of expertise, this proposal demonstrates that AECOM is the team that Sacramento should entrust with this important assignment.

As is described in the Qualifications section of this proposal, we have assembled a team that brings the City experience, knowledge and unmatched depth.



- Our leadership team, Brian Boxer and Adrienne Graham, brings over 20 years of experience on the site and essentially no learning curve.
- The team members that will support them and who will focus on project execution, Christina Erwin and Steve Smith, were intimately involved in the General Plan Master EIR and managed the City's most recent tiered focused project EIR under the Master EIR.
- Our in-house historical resources team will be led by Mark Bowen who was deeply involved in the most recent studies of the Sacramento Valley Station and the Sacramento Intermodal Transit Facility.
- Our in-house economic experts, Alexander Quinn and David Stone, bring in-depth knowledge of the Sacramento economy, especially Natomas, as well as specialized understanding of the economics of large sports facilities.
- Our engineering partners, MacKay & Soms Consulting Engineers led by Ken Giberson and Holger Fuerst, bring to us a working relationship of many years, knowledge of the site and the City, and a pragmatic approach to problem solving.
- Our in-house technical expertise allows us to bring a depth of capabilities to the study of noise, air quality, GHG, visual resources (including photosimulations), water supply, and all of the other environmental issues that will need analysis in the ESC EIR.
- In the event that questions are raised regarding engineering or architectural design issues and need immediate response, we have the capability to bring to the City's assistance arena architects and engineers, structural engineers, groundwater hydrologists, and other potentially necessary support services...all at a moment's notice.

Weekly meetings facilitated to ensure presentation of the up-to-date status of the project development will ensure that there is a consistent and open sharing of information about inputs and outputs of various analyses that are interdependent and interconnected through the EIR. Further, this will maximize the likelihood that the Transportation and Circulation chapter can be dropped into the DEIR with minimal revision or formatting, and that it is consistent with the assumptions and analyses in the related Air Quality, GHG, and Noise analyses.

The creation of a partnership between AECOM and the City means more than seamless communication; it means that we work together toward solutions to project challenges. We will work hand-in-hand with City staff to achieve the goals of this project. Where tasks are best completed by AECOM, we will expeditiously complete high quality work; where tasks are best undertaken by City staff, we will provide appropriate support and coordination with consultant tasks. This is the approach that we have shown for the IS, and part of our initial meetings will be to identify other tasks that could be most effectively executed by City staff or by a City/AECOM collaborative effort.

## Seamless Coordination and Collaboration

Efficiency in terms of schedule and cost dictate that tasks are undertaken once based on clearly communicated direction, definitions of the project and alternatives, analytical assumptions, thresholds of significance, and other factors that will affect the content and presentation of the ESC EIR. We believe that the most effective way of accomplishing this is to create a partnership with seamless coordination between AECOM and the City's environmental, planning, and transportation teams. At the core of this should be weekly meetings involving all of the principal parties preparing components of the EIR. These meetings will provide a forum for the sharing of the various moving parts of the ESC planning, entitlement and environmental processes.

## Work Plan and Schedule

The work plan presented below draws on our team members' depth of experience preparing CEQA documents for projects at the Sacramento Railyards and in the Central City, our experience in the preparation of the Sacramento 2030 General Plan Master EIR, our experience with tiering from Master EIRs and other program-level CEQA documents, our experience in evaluating the effects of arenas and other special event facilities, and our understanding of current CEQA practice in the City. The work plan is designed to achieve the City's schedule commitments and create outstanding legal defensibility through maximum reliance on existing, certified CEQA documents, minimizing the need for new analytical work for the ESC EIR.

As is described in Section C of this proposal, our team will be led by the team of Brian Boxer and Adrienne Graham. For this project, Ms. Graham has partnered with AECOM and will serve as our Project Manager, reprising the collaborative partnership that she has had with Brian Boxer on prior EIRs in the Sacramento Railyards. Joining the AECOM team on this project is MacKay & Soms Consulting Engineers. MacKay & Soms efforts will be led by Ken Giberson, with whom Mr. Boxer collaborated on the Dixon Downs Horse Racetrack EIR. M&S brings to our team a depth of civil engineering experience, and will provide technical evaluation of infrastructure and utilities issues.

## Work Plan

The work plan is organized by tasks based on the Request for Proposals (RFP) and information provided at the pre-bid conference. Our work scope and cost estimate reflect our expectations of the environmental issues that could arise from the project and the intense public and legal scrutiny that this project is expected to receive.

As stated in the project approach, achievement of a high quality EIR in the very compressed schedule that has been established will require a high degree of cohesion among the City and AECOM teams. There will be no time available in the schedule to reconsider assumptions after technical analyses are well underway. It will be imperative that underlying assumptions, project definition, alternatives, and other factors are consistent from the outset between the City's separately contracted traffic consultant and the EIR consultant. Our approach to project management and coordination, presented below, is based on this understanding.

### Task 1: Project Management

As described in Section C of this proposal, we have assembled a project management team that will maximize our ability to meet the deadlines established for this project.

### 1.1: Project Leadership and Management

We have assigned a uniquely experienced core project leadership and management team that will work interactively on strategy, production, and review of the document. AECOM's designated Project Manager (Adrienne Graham) will oversee preparation of each component of the environmental analysis and, as the day-to-day project lead, will coordinate interaction between the City and AECOM staff. AECOM's Project Director (Brian Boxer) will be actively involved in developing the analytical approach to individual sections, providing strategic CEQA guidance and internal quality control for the environmental document, and ensuring the commitment of AECOM resources to meet the project schedule. Because of the compressed schedule for completion, Brian and Adrienne will be supported by two Deputy Project Managers, Christina Erwin and Steve Smith. Christina will use her knowledge of the Sacramento 2030 General Plan Master EIR (on which she was the Deputy Project Manager) to help guide the team in tiering from the Master EIR, and Steve will bring his substantial experience with environmental documentation for City projects, including his recent experience as the Project Manager for the Northwest Land Park EIR, as well as his deep understanding of historical resource issues.

This scope and budget assumes a high level of involvement by this team to address project management issues, including coordination and meetings with the City team, internal coordination of the technical members of the team, guidance of the technical team especially related to tiering and reliance on prior program-level EIRs, preparation of public presentations, review and revision based on City comments, QA/QC, and other related tasks.

As noted in the proposed schedule, AECOM anticipates completion of the EIR process within 39 weeks. If the project schedule is extended due to unforeseen circumstances and/or events outside of AECOM's control, augmentation of the project management budget may be required.

#### Task 1 Milestones:

- Monthly progress reports, invoices, quality assurance, budget management, and project communications.

### Task 2: Meetings with City Team

This task includes a project kickoff meeting, and ongoing project coordination meetings/conference calls with the City team. It is anticipated that these meetings will take place at City offices, and will be attended by AECOM's Project Manager supported by our Project Director and/or Deputy Project Managers as well as other team members as-needed to address issues of concern.

## 2.1: Kickoff Meeting

AECOM team members will attend a kickoff meeting with City staff prior to commencing work on the environmental document. Subjects for review and discussion at the meeting will include, but not be limited to:

- confirm the project components, phasing, and appropriate baseline;
- confirm tiering structure and appropriate reliance on the Sacramento 2030 General Plan Master EIR, Railyards Specific Plan EIR, and other relevant documents;
- establish and confirm the scope of work, level of analysis, budget, schedule, and communication protocols;
- identify project data, information sources, and key contacts; and
- identify key issues known to be of concern to agencies, interest groups, and the public.

It is assumed that the City will provide any project-specific studies prepared to-date, exhibits, project description details including project and on- and off-site infrastructure plans, and materials for development of the environmental document prior to the kick-off meeting. If additional data are required, we will submit a memo detailing data needs to the City with recommendations on how best to fill them.

## 2.2: Ongoing Project Coordination Meetings

The schedule for the EIR dictates regular, effective communication between the City, the EIR management team and technical staff. Therefore, we propose that meetings be held weekly or biweekly, depending on need. These meetings could be scheduled at a standard time and place on a weekly basis. In the event that meetings are determined to be unnecessary, they can be readily cancelled; in our experience it is much easier to cancel a standing meeting than to call an ad-hoc meeting on short notice.

As is noted above, it is our strong recommendation that these ongoing project coordination meetings include a core group comprised of City planning and environmental staff, City transportation staff, the City's transportation consultant, and AECOM. To successfully meet the City's schedule commitments, this group will need to work seamlessly as a team, with regular and expeditious issue identification and resolution, regular and clear communication about assumptions that can be consistently applied through the EIR, and similar issues. We recognize the City's practice of separately contracting and directing the transportation consultant, but in light of the highly interactive nature of the transportation analysis with other parts of the EIR, we firmly believe that the coordination approach described above, or something substantially similar, is a critical component to maximizing legal defensibility and

successfully delivering the ESC EIR on the compressed schedule.

### Task 2 Milestones:

- Project kickoff meeting
- Weekly project coordination meetings/conference calls

## Task 3: Economic Impact and Blight Study

AECOM's Economics team will evaluate the potential economic and blighting effects of the closure of Power Balance Pavilion on surrounding retail and hotel properties in the North Natomas area. AECOM's Economics team is ideally suited to evaluate this question as we have extensive experience in both commercial market analysis *and* sports economics. The involvement of AECOM sports economist David Stone will ensure that this analysis reflects the spending patterns of patrons and employees at not just any regional sports and entertainment center at a general arena location, but the Power Balance Pavilion in particular in its suburban setting. The AECOM Team also includes economists, Alexander Quinn and Laura Wiles, who have worked specifically in Sacramento and understand the prevailing residential, retail and hotel accommodation conditions in the region.

There are a number of market factors influencing the viability of retail and hotel market conditions in the local market area potentially affected by the closure of Power Balance Pavilion, including the residential economic conditions in North and South Natomas, employment at nearby office and institutional uses, the Natomas Marketplace along with ancillary retail throughout the area, the Sacramento International Airport and McClellan Park, and the Power Balance Pavilion. These market forces are fluid but in general have trended downward since 2007 as a result of decreasing government and construction-related employment, depreciating home prices, and rising foreclosure rates. As a case in point, median home sales in the North Natomas area were \$167,000 in August 2011, compared to \$339,000 five years earlier.

AECOM will account for these diverse market factors when determining the extent to which the potential closure of Power Balance Pavilion could result in a decrease in retail sales and overnight stay conditions in the North Natomas. In particular, because this analysis is being undertaken as part of a CEQA analysis, it will determine the extent to which a decrease in sales and overnight stays has the potential to be the tipping point for commercial centers in North Natomas, resulting in long-lasting or permanent vacancies with physical environmental effects to the area's commercial centers.

Our study area for this work will be the North Natomas area, as the broader economic impacts to the larger Sacramento area are expected to be offset, or



potentially improved, by a new downtown entertainment and sports complex.

AECOM will first evaluate retail and accommodation market conditions for the most recent year where data is available. AECOM will then forecast retail sales and overnight stays for 2015, the anticipated opening year of the ESC, and a future horizon year (proposed 2030). To adjust current retail and accommodation spending to projected 2015 and 2030 conditions, AECOM will apply population and income growth rates and incorporate the effect of any planned or proposed commercial projects in the Natomas area.

### **Approach to Blight/Urban Decay**

For the purposes of this work, AECOM defines urban decay as multiple visible symptoms of physical deterioration that invite vandalism, loitering, and graffiti. Within the context of urban decay, this physical deterioration is typically caused by a downward spiral of business closures and protracted long-term or permanent vacancies. Under these conditions, the physical deterioration of properties or structures can become so prevalent, substantial, and long lasting that it impairs the proper utilization of the properties and structures, and the health, safety, and welfare of the surrounding community. The initial impetus of urban decay often originates from financial conditions faced by individual property owners; if a landlord is no longer collecting rent on a vacant property and does not believe that it can be re-leased, the incentive to maintain the property may evaporate. The effect can spread to adjacent properties and become self-fulfilling as customers start to avoid the area, and other commercial property owners or tenants perceive an area as no longer viable as a place of business.

Economists would generally expect commercial urban decay to be triggered by an oversupply of commercial space where there is insufficient demand to allow for substitution. An example would be where a commercial center loses its premier Whole Foods tenant *and* is unable to lease the vacant space to a either a replacement grocery store or any other retail business. Urban decay is not defined as temporary vacancies that occur in even healthy market conditions, but a lasting condition of disinvestment due to decreased economic activity. Thus, our analysis will determine whether the closure of Power Balance Pavilion could tip commercial supply and demand conditions in North Natomas to the point where it is reasonable to conclude (1) that existing businesses that serve Power Balance Pavilion patrons would be no longer viable without the Pavilion, and (2) that future commercial uses would not backfill vacated space.

In order to complete the economic impact and blight study, AECOM will complete of the following tasks.

### **3.1: Project Kickoff and Site Visit**

AECOM will conduct a kickoff meeting in Sacramento with City staff and tour the Natomas area in order to identify the diverse commercial areas that could be affected by a decline in activity at the Power Balance Pavilion and define the appropriate market areas.

### **3.2: Evaluate Existing and Projected Market Conditions**

AECOM will evaluate the current commercial market conditions throughout the North Natomas area. This will include per capita retail sales, real estate market trends, and accommodation trends. Using existing government sources where available, AECOM will also project future market conditions in 2015, the anticipated opening year of the downtown ESC (and the resultant closure of Power Balance Pavilion), and in 2030.

### **3.3: Evaluate Impact from Decline in Pavilion Activity**

AECOM will estimate the loss in retail and accommodation spending in North Natomas due to the loss of event activity at Power Balance Pavilion. This spending will be calculated based on the suburban character of the Pavilion, and the type of events and attendance typically taking place there.

### **3.4: Supply and Demand Analysis**

AECOM will evaluate the viability of the commercial centers in North Natomas both after the closure of Power Balance Pavilion and in 2030, to determine if the closure would result in the type of lasting vacancy that leads to urban decay.

### **3.5: Compile Results and Draft Study**

AECOM will prepare a Draft Economic Impact and Blight Study report with accompanying tables and sources for City staff review. Upon receipt of staff comments, AECOM will make appropriate revisions and prepare a Final Economic Impact and Blight Study report for inclusion as an appendix to the EIR.

The findings of the Economic Impact and Blight Study will be summarized in the CEQA Considerations chapter of the Draft EIR.

## **Task 4: Prepare Administrative Draft Tiered Focused Environmental Impact Report**

AECOM will prepare an Administrative Draft EIR to address the full range of environmental impacts of the proposed Sacramento ESC. To the extent appropriate, the analysis will be tiered from the 2030 General Plan Master EIR and the Railyards Specific Plan EIR (if tiering from the Railyards Specific Plan EIR is not an available option, then incorporation by reference or other techniques will be used to maximize the use of the previously-prepared analyses and information). As



appropriate, the EIR will document prior adopted measures or plan policies that would avoid or reduce the magnitude of project impacts, and will also identify potential project-specific mitigation measures that could further reduce the impacts of the proposed project. As discussed in more detail below, it is anticipated that some impacts have been thoroughly addressed in one or both of these prior EIRs and will be addressed briefly only in the Initial Study, which will become part of the Draft EIR.

Our analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. Our analyses will be informed by the Sacramento 2030 General Plan Master EIR and previously certified Railyards Specific Plan EIR, and any new relevant technical studies as feasible, and appropriate. We assume that City staff will review the Administrative Draft EIR and provide comments that represent the independent judgment of the City. We will participate in meetings to discuss, clarify, and determine the proper direction for revising the document based on City staff comments.

We will endeavor to keep the size of the EIR analysis to the minimum necessary to achieve legal defensibility, and avoid unnecessary, excessive, and repetitive "boilerplate" discussion of regulatory setting and other discussions that are not directly related to the focused impact and mitigation measure sections of each topical chapter. To the extent appropriate, technical details will be placed in appendices.

#### **4.1: Initial Study Review and Refinement**

The City has indicated that its staff will be responsible for preparation of the Initial Study (IS). AECOM's team will support City staff's efforts by reviewing the Draft IS and offering suggested refinements based on our experience with tiering and with the relevant program-level CEQA documents. We recommend the preparation of a robust IS that provides a detailed discussion and presentation of information supporting the tiered reliance on prior program-level EIRs, as appropriate. The IS will establish the tiering relationship to the Sacramento 2030 General Plan Master EIR and, where appropriate, the Railyards Specific Plan EIR, and will be used to "focus out" the majority of potential environmental effects, using the previously-certified EIRs as a basis supporting environmental analysis, as described at length in the project approach. As such, we anticipate it will be longer and more detailed than most Initial Studies for similar projects. The IS will become a chapter in the Draft EIR, and any mitigation measures identified in the Initial Study will be included in the Summary Table and Mitigation Monitoring and Reporting Program (MMRP).

More specifically, the IS will address impacts that are less-than-significant relying only on policies and mitigation contained in the General Plan, General Plan Master EIR, Railyards Specific Plan and/or Railyards

Specific Plan EIR. Project impacts that would be new or substantially more severe than those identified in the General Plan and/or Railyards EIRs will be addressed in the technical chapters rather than the IS. In some cases, less-than-significant impacts may be addressed in a technical section due to their complexity and/or public or agency concern. This approach is critical to creating an EIR that is focused on significant issues to ensure legal adequacy within a tight timeframe.

The IS will include summaries of information that is included in the relevant program-level documents, with specific citations to Impacts, Mitigation Measures, and mitigating plan policies, including page references, tables, and other relevant information. The IS will then describe the project impact in light of the General Plan Master EIR and/or Railyards Specific Plan.

Based on initial evaluation of the project and in light of our understanding of the project components and the content of the Sacramento 2030 General Plan Master EIR and Railyards Specific Plan EIR, at this time we anticipate that most environmental and regulatory setting, and potential impacts, including most cumulative impacts, within the following CEQA issue areas can be addressed only within the IS and not evaluated further in the EIR:

- Cumulative Aesthetics, Light, and Glare
- Cumulative Air Quality
- Biological Resources
- Cumulative Cultural Resources
- Energy
- Geology and Soils
- Hazards
- Hydrology and Water Quality (other than local groundwater)
- Public Services
- Recreation
- Cumulative Utilities and Service Systems

This list may be altered as information becomes available during ADEIR preparation. In addition to the above, individual environmental topics within other CEQA issue areas may also be scoped out of the EIR.

#### **Task 4.1 Milestones:**

- Draft Initial Study Review Memorandum

#### **4.2: EIR Section Template and Key Issues Memorandum**

Concurrent with initiation of the preparation of the ADEIR, and based on the determinations of the IS, AECOM will prepare a detailed DEIR Section Template and a Key Issues Memorandum of the EIR. The Key Issues Memorandum will provide an outline of impacts to be addressed within each section, thresholds of

significance and methodologies to be employed for each impact, important assumptions and information needs that will affect the preparation of analyses, likely impacts and mitigation strategies (including identification of applicable Sacramento 2030 General Plan Master EIR or Railyards Specific Plan EIR mitigation measures or policies), cumulative impact analysis scenarios, and potential alternatives to the project. We will meet with City staff to confirm the content and approach to the EIR so as to be able to guide ongoing work on the Administrative Draft. We anticipate that the Section Template and Key Issues Memorandum will be completed and a review meeting could occur within 2 weeks of the completion of the IS. Further refinements may occur as technical analyses are conducted.

Subject to further confirmation following the NOP and agreement regarding the content of the EIR outline, a detailed description of each portion of the Administrative Draft EIR follows.

### **4.3: Administrative Draft Tiered Focused Environmental Impact Report**

#### **Introduction**

The introduction to the EIR will present the project background, including the prior evaluation of alternatives by the Sacramento First Citizens' Task Force, and will describe the organization of the EIR, type and use of the EIR, tiering relationships to the Sacramento 2030 General Plan Master EIR and the Railyards Specific Plan EIR, the environmental review process, the focus of the EIR analysis, other documents used in preparation of the EIR, lead and responsible agencies, and opportunities for public comment.

#### **Summary**

The Summary will clearly present the proposed ESC project and the relationship of the proposed project to the Sacramento 2030 General Plan Master EIR and Railyards Specific Plan EIR. The Summary will also summarize the main findings of the EIR. We will include a summary table that summarizes the impacts, the significance of each impact before and after prior adopted mitigation measures, any additional recommended ESC-specific mitigation measures, and the significance of each impact after implementation of ESC-specific mitigation measures. The summary table will also present the impacts that were considered to be fully evaluated in prior program-level EIRs and the mitigation measures that were identified in those documents and that will be adopted for the proposed project. The Summary will also summarize areas of controversy, the comparative effects of alternatives analyzed, and significant and unavoidable impacts, if any.

The Summary will be presented and formatted with the intent that it may be separately printed and distributed for use by interested parties.

#### **Project Description**

The project description section of the ADEIR will be based on the ESC description provided by the City at the time of Notice to Proceed. Much of the information contained in the September 13, 2011 staff report could be used in the project description if it has not changed. AECOM will review these materials and identify any supplemental information requirements necessary for the EIR. It is anticipated that the project description will include the following items:

- Building size and footprint
- Number of seats
- Circulation and access
- Parking
- Anticipated events, including number, type, and size
- Anticipated hours of operation
- Number of employees
- Any uses in addition to the ESC (e.g., vendors)
- Construction methods and timeframes
- On- and off-site infrastructure, including any infrastructure that may serve the Historic Depot or other uses that could be disrupted by construction
- Phasing (if there are pieces of the project that will be brought on after the ESC construction)
- Changes to the anticipated future uses of the Historic Depot, if any
- Relationship to/consistency with the Railyards Specific Plan and 2030 General Plan
- City approvals
- Other agency approvals

If such information is not going to be made available, we will identify assumptions that can be made regarding the ESC facility. We are expecting that the City will have access to the potential development team to confirm these assumptions. If those resources are not made available, then AECOM has the ability to reach back to sports arena architects in our firm who can ensure that assumptions are well-grounded and consistent with the known operations of similar facilities. We have not budgeted for engagement of these architects, but we would make them available to support the project if requested by the City. For budget purposes, we assume that the project description used in the EIR will be substantially similar to that provided to the EIR team at project initiation, and that the work effort included in this task will result in modification to the project description where necessary to provide additional information related to the environmental topics to be addressed in the EIR. From the information provided by the City, AECOM will develop a specific project description which describes the project objectives, proposed infrastructure, and demand-related infrastructure and services. The

project description will also discuss the relationship between the proposed ESC and the surrounding land uses as well as the ESC's consistency with the City of Sacramento 2030 General Plan and the Railyards Specific Plan policies. The ESC's consistency with the General Plan Master EIR and Railyards Specific Plan EIR mitigation measures will also be discussed to disclose the project's conformity with these policies and measures.

### **Environmental Setting, Impacts and Mitigation Measures**

Based on initial evaluation of the project and considering our understanding regarding the City's intent to maximize the reliance on existing CEQA documentation, we anticipate that the proposed project has the potential to affect or potentially affect the following environmental resource issue areas:

- Aesthetics, Light and Glare
- Air Quality
- Cultural Resources
- Global Climate Change
- Hydrology and Water Quality
- Noise and Vibration
- Transportation and Circulation
- Utilities and Service Systems

To the extent that the Sacramento 2030 General Plan Master EIR and/or the Railyards Specific Plan EIR identify policies, programs, or mitigation measures that reduce potentially significant impacts, such mitigation will be placed in the ESC EIR MMRP and made a condition of project approval. In limited cases, the EIR may propose to modify prior approved mitigation measures to better address the specific conditions of the proposed ESC.

The following summarizes the analysis anticipated for the proposed project's key environmental issue areas:

#### **Aesthetics, Light, and Glare**

The Railyards Specific Plan EIR determined that, although views of and from the project site would be modified from the existing conditions, implementation of the Specific Plan would not degrade the existing visual character or quality of the site and its surroundings. Rather, development consistent with the proposed Specific Plan would contribute to the visual character and interest of downtown Sacramento and would improve the visual quality of the downtown area. The Railyards Specific Plan EIR concluded that compliance with Mitigation Measure 6.13-1 would ensure that glare associated with new development, particularly in the downtown area, would be reduced to a less-than-significant level and implementation of Mitigation Measures 6.13-3(a) through 6.13-3(c) would be required to reduce potentially significant lighting impacts to a less-than-significant level.

The City of Sacramento General Plan Master EIR determined that City of Sacramento is primarily built-out with a significant amount of ambient light already existing, especially near the downtown area. The new development that would be allowed under the 2030 General Plan would be subject to the General Plan policies designed to reduce impacts related to light and glare as well as design review. With an emphasis on infill development within the City, additional light sources would be concentrated within existing lit areas and would not result in extensive use of lighting in outlying areas of the city. Therefore, the amount of additional lighting that could be created as a result of the 2030 General Plan would be a small fraction in relation to the existing ambient light already present in the City.

While the project would represent an appreciable new physical development and use on the project site, the general alteration of landscape that typically occurs as part of most development projects does not by itself constitute a significant effect on the environment. Changes in built form that occur as part of development must be considered in the urban context, which is based on the Sacramento 2030 General Plan that contemplates intense urban development within the downtown portion of the Central City. The addition of the proposed ESC on the project site would increase the intensity of development compared to existing conditions, however, based on precedent set in the General Plan Master EIR and the Railyards Specific Plan EIR, AECOM does not anticipate that the new ESC would result in a substantial adverse change to the existing visual character or quality of the project site and its surroundings. The proposed ESC is consistent with the land use designations established in the 2030 General Plan and the Railyards Specific Plan, and would be subject to zoning and building regulations that are uniformly applied to development.

Consistent with the standards of significance identified in the City of Sacramento Environmental Checklist and with the Notice of Preparation circulated for the ESC EIR, the visual impact analysis will focus on the potential light and glare impacts of the proposed ESC, especially as it relates to the visibility of the structure from I-5 where it would rise approximately 64 feet above the height of the elevated freeway structure. The analysis will assess whether the ESC project would create light or cast glare in such a way as to cause public hazard or annoyance for a sustained period of time or cast light onto oncoming traffic or residential uses. The light and glare analysis will be based on detailed information provided by the ESC development team, including descriptions of proposed lighting and illuminated sign elements on and around the facility, available photometric data and studies, and, if available, nighttime photo simulations. Consistent with our approach to all technical sections in the ESC EIR, the aesthetics light and glare section will incorporate, and where necessary, update the extensive consideration of visual resources in the Railyards Specific Plan EIR, the Railyards Design

Guidelines, and the Sacramento 2030 General Plan and Master EIR.

We have not proposed to include visual simulations in the ESC EIR, in large part because visual simulations are most helpful in assessing the visual compatibility of a project with its surroundings. As noted above, the City has already deemed buildings of the height and scale of the proposed project to be visually compatible and we do not believe that visual simulations would be useful in the assessment of the light and glare issues that would be the focus of this section. That said, AECOM employs hundreds of architects, designers, and visualization specialists, many of whom have worked on entertainment and sports facilities across the United States and throughout the world. Should the City require visual or design support services for the project, including photosimulations, 3-D modeling, animations, or other services related to the design or analysis of the visual elements of the ESC, we are happy to discuss the provision of these services with the City.

#### **Air Quality**

The Railyards Specific Plan EIR and the General Plan Master EIR evaluated potential construction and operational air emissions that would occur within the project area and within the cumulative context in accordance with the City's standards of significance. Both EIRs identified significant and unavoidable impacts with respect to operational ozone precursor emissions. However, the General Plan Master EIR determined that construction impacts related to air quality would also be significant and unavoidable, whereas the Railyards Specific Plan EIR identified a less than significant impact after implementation of an air quality mitigation plan and payment of fees into the Sacramento Metropolitan Air Quality Management District's (SMAQMD) construction mitigation fund.

To the extent feasible, AECOM will tier its analysis of the project from the Railyards Specific Plan EIR and the General Plan Master EIR. In general, the analysis of the General Plan Master EIR is more recent and will present a better analysis from which to tier regional air pollutant emissions analysis. However, with respect to localized considerations such as toxic air contaminants (TAC) and CO, as well as local sensitive receptors, AECOM will use the analysis of the Railyards Specific Plan EIR. In addition, with respect to the discussion of cumulative/long-term impacts related to air quality, it is assumed that the ESC EIR will rely on the analysis of cumulative air quality impacts contained in the General Plan Master EIR, and AECOM will include a qualitative discussion and incorporate by reference the analysis of the General Plan Master EIR.

**Criteria Pollutants:** The Railyards Specific Plan EIR and the City of Sacramento 2030 General Plan Master EIR evaluated potential air quality impacts associated with development at the project site as well as cumulative development in the region. As noted in those

prior environmental analyses, the project site is located in the Sacramento Valley Air Basin (SVAB), which is under the jurisdiction of SMAQMD. However, since the time of the prior program-level EIRs, some of the regional setting, including ambient air quality data, has changed and will need to be updated as part of the ESC EIR.

AECOM will prepare an air quality analysis that meets the requirements of ARB and SMAQMD. The EIR air quality setting section will include a description of the existing air quality conditions in the project area which would include, but is not limited to climatic, meteorological, and topographic factors that influence the dispersion and movement of air quality emissions in the region; background information regarding the major criteria air pollutants generated locally and in the region and their sources; background information regarding applicable toxic air contaminants and sources; the most recent three years of ambient air quality monitoring data; current attainment designations; identification of existing sensitive receptors in the project area; and background information regarding applicable odorous emissions and sources. AECOM will also update the regulatory setting of the Railyards Specific Plan EIR and Sacramento 2030 General Plan Master EIR to reflect any updates to the federal (e.g., US Environmental Protection Agency (USEPA)), state (e.g., ARB), and regional/local (e.g., SMAQMD) air quality framework that would apply to the proposed project.

AECOM will evaluate the previously-prepared quantitative air quality modeling and qualitative analyses to determine the extent to which the air quality impacts of the proposed ESC are have already been accurately addressed and characterized. For those impacts that are determined not to be sufficiently addressed through the previous air quality analyses, AECOM will perform project-level analyses in accordance with the guidelines and recommendations from ARB and SMAQMD. For example, the construction emission impact analysis of the two previous EIRs was based on programmatic assumptions to reflect a conservative analysis. Assuming a construction start date in 2014 and that, with the exception of the proposed project, minimal construction activity is occurring concurrently within the Railyards Specific Plan area, AECOM considers it unlikely that the proposed project would generate upwards of 358 lbs/day of nitrous oxides (NOx) as was estimated in the Railyards Specific Plan EIR (Table 6.1-5). Therefore, in order to more accurately reflect the emissions of the project than was possible when the Railyards Specific Plan EIR was prepared, AECOM will quantify the construction emissions of the proposed ESC based on assumptions about construction schedule and equipment specific to this project.

**Construction Emissions:** Construction air quality emissions will be quantified using the California Emissions Estimator Model (CalEEMod). Although SMAQMD has not formally set a date when all air quality



analyses must use CalEEMod, it recommends that practitioners are familiar with the model and accepts the model as an air quality modeling tool. The modeling will consider the types and sizes of the proposed uses, construction phasing schedule, and other project-specific construction data (e.g., assumed duration of construction and amount of land to be disturbed/graded).

It is assumed that all project-specific construction data will be provided by the City in response to data requests submitted by AECOM. In the event that such data is not available, AECOM can develop assumptions based on the professional experience of our firm with the design and evaluation of similarly sized projects. However, development of construction assumptions and schedule by AECOM is not included as part of this scope. AECOM will also use SMAQMD's Roadway Construction Emissions Model Version 6.3.2 where applicable. The construction emissions associated with build out of the proposed project will be compared with SMAQMD's established thresholds of significance. AECOM will also include a discussion of applicable construction mitigation measures from the General Plan Master EIR and the Railyards Specific Plan EIR, as appropriate. If construction emissions are determined to be significant, even with prior mitigation, new and/or revised mitigation will be provided.

Based on information provided within the RFP, it appears that the total acreage of the construction site would be less than 15 acres, and the project would not exceed the particulate matter screening thresholds established by SMAQMD for construction projects. AECOM will discuss with the City appropriate assumptions regarding the maximum simultaneous disturbance area and, as part of the EIR, identify what level of particulate matter control would be necessary on-site, based on SMAQMD's Guide to Air Quality Assessment. If it is determined that the maximum disturbance area of the project could exceed 15 acres, AECOM can provide the necessary dispersion modeling of construction particulate matter with an amendment to this scope.

The demolition of Power Balance Pavilion and its effects on air quality will also be modeled using CalEEMod, EMFAC, and potentially, SMAQMD's Roadway Construction Emissions Model. Air quality impacts may occur as a result of the use of heavy construction equipment, including haul trucks, at the Power Balance Pavilion site. The EIR will address the disposition of the demolished building materials, including whether the material would be pre-processed at the demolition site for transport to a landfill or re-used the extent possible.

**Operational Emissions:** The air quality analysis will also evaluate the long-term operational emissions that would occur during operation of the proposed ESC. Long-term operational emissions would include mobile sources associated with motor vehicle travel to and from the project site, and area sources associated with

operation and maintenance of the proposed ESC. Similar to the construction analysis, AECOM will use the CalEEMod model to quantify the criteria air pollutant emissions resulting from operation of the proposed ESC. Data inputs to support modeling of mobile sources will be obtained from the traffic study, prepared separately for the City. Modeling inputs related to the proposed ESC design and operation is assumed to be provided by the City. CalEEMod includes default parameters for sources such as natural gas combustion, landscape maintenance, and periodic architectural coatings for various land use types.

The project's long-term operation emissions will be compared with the SMAQMD's thresholds of significance. If operational emissions are determined to be significant, mitigation measures that are consistent with existing General Plan policies will be identified in order to mitigate air quality impacts to a less-than-significant level. Similar to the construction criteria pollutant emission evaluation, AECOM will also include a discussion of applicable operational mitigation measures from the Sacramento 2030 General Plan Master EIR and Railyards Specific Plan EIR, where appropriate.

**Carbon Monoxide Hot Spots:** The Railyards Specific Plan EIR and the Sacramento 2030 General Plan Master EIR concluded that impacts related to CO concentrations would be less than significant. As the proposed project would include a parking structure and a substantial number of vehicles would be entering/exiting the facility prior to and after any event, there is a potential for idling and/or slow-moving vehicles to contribute to a potential substantial increase in carbon monoxide levels in the immediate vicinity of the parking structure. AECOM will, using the California line source dispersion model (CALINE4) dispersion model, evaluate the potential concentrations of carbon monoxide that could occur in the immediate area and evaluate the potential for those levels to exceed existing carbon monoxide ambient air quality standards. In addition, AECOM will review the traffic volumes to confirm the assumption that CO concentrations would be less than significant near sensitive receptors. If the volumes appear to be great enough to trigger a violation of the CO standard, then the SMAQMD-recommended screening techniques, and, if necessary the CALINE4 and EMFAC models will be used to quantify impacts.

**Toxic Air Contaminants:** Although the project site is located within 500 feet of Interstate 5 (and therefore potentially exposed to high levels of TACs), the proposed project would not include any residential or other sensitive receptors that would be exposed to TAC emissions for periods of time that would lead to health risks. Therefore, short-term construction and long-term operational TACs (e.g., diesel particulate matter) from the proposed project will be qualitatively assessed. No dispersion modeling or health risk assessment [HRA] will be performed as part of this scope of work. The contribution to heavy-duty truck traffic in the region during construction and operational phases and

stationary TAC sources that would be part of operational activities will be evaluated. If through these analyses, dispersion modeling or HRA is deemed necessary, AECOM has the capabilities to perform this task as an amendment to this scope.

**Wind:** Mitigation Measure 6.1-7 of the Railyards Specific Plan EIR requires applicants to demonstrate that ground level winds would not exceed 35 miles per hour when structures over 100 feet in height are proposed. As the proposed project would exceed 130 feet in height, it is assumed that the project development team will provide the results of a wind tunnel analysis that AECOM will then incorporate into the air quality analysis of the EIR.

### Cultural Resources

The cultural resources analysis will address potential impacts on known and unknown prehistoric and historic-era archaeological resources and built-environment resources. Through a tiered approach the AECOM team will collaborate with City Preservation staff to make maximum use of the extensive project-level cultural resources analysis that was conducted for Sacramento Intermodal Transportation Facility, whose study area included the ESC project site. The analysis will also incorporate the extensive suite of cultural and paleontological resources work embodied in the Railyards Specific Plan EIR and the Sacramento 2030 General Plan Master EIR described below. Our intent is to verify and update where necessary the existing inventories, assessments, and mitigation strategies and carry them forward into the ESC EIR to analyze only those specific resources potentially impacted by the proposed project. Importantly, our cultural resources analysis, and our mitigation program in particular, will incorporate recent case law (*Madera Oversight Coalition, Inc., et al. v. County of Madera*) that compels the lead agency to consider all feasible mitigation measures, not just those that are preferred. In short, the cultural resources analysis will reflect the state of the art in terms of technical quality and CEQA compliance and will be built for maximum legal defensibility.

The cultural resources section of the EIR will assess the project's potential impacts on historical architectural and archaeological resources in accordance with the requirements of CEQA and the standards of significance identified in the City of Sacramento Environmental Checklist. To achieve efficient and thorough cultural resources analysis, AECOM will incorporate by reference applicable work such as the environmental and regulatory settings as well as descriptions of identified historical resources such as the Southern Pacific Railroad (SPRR) Sacramento Depot District and the Central Shops Historic District. We also envision a tiered approach to cumulative impacts and mitigation measures for archaeology and architectural resources where appropriate.

For the purposes of the proposed project, AECOM understands that a key component of the proposed analysis will be determining how the proposed ESC project would directly and/or visually impact the Southern Pacific Railroad (SPRR) Sacramento Depot District and the Central Shops Historic District, immediately southeast and north of the project site. Accordingly, the cultural resources section will address potential project impacts (direct and visual) on the Depot District, which includes the Depot Station at 401 I Street, the REA Building at 431 I Street, and the SPRR Platform Amenities at 401 I Street, which is listed on the National Register of Historic Places (NRHP) and is a Sacramento Landmark. We anticipate that mitigation measures for potential impacts on these and other historical resources will build on those included in existing treatment plans and other design requirements currently under development, as discussed by City Preservation staff in the pre-bid conference for the ESC EIR. Based on the extensive project-level archaeological analysis that was conducted for Sacramento Intermodal Transportation Facility that included the proposed project area, AECOM will outline appropriate mitigation that could include (but is not limited to) an archaeological monitoring plan for the proposed project site that identifies procedures to be followed in the event of a discovery though none is expected. Though not required under CEQA, we also recommend undertaking a new round of Native American consultation.

The cultural resources analysis will be based upon the extensive body of cultural and paleontological resource inventories, impact assessments, and mitigation measures developed for the project site in previously prepared technical reports, environmental documents, design-related documents, and executed agreements, including:

- the Sacramento Railyards Specific Plan EIR;
- the Sacramento Railyards 2007 Design Guidelines;
- the Sacramento 2030 General Plan and Master EIR;
- the Sacramento Intermodal Transportation Facility Tier 1 and Tier 2 Environmental Assessment with Finding of No Significant Effect and Section 4(f) Evaluation; and
- the Programmatic Agreement among the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration, the California State Historic Preservation Officer, the California Department of Transportation, and the City of Sacramento Regarding the Sacramento Intermodal Transportation Facility Project (including the attached archaeological and architectural treatment plans).

AECOM also understands that the City is currently working on updated Guidelines for the Sacramento Railyards. As part of a collaborative approach, we anticipate being able to incorporate pertinent sections of these currently unreleased guidelines as considered appropriate by the City's Preservation Staff.

#### Global Climate Change

The Railyards Specific Plan EIR was prepared prior to the requirement that an analysis of global climate change be included as part of the CEQA process. The General Plan Master EIR was also prepared prior to this requirement but included an assessment of global climate change as a result of concerns raised by the public and State Attorney General's Office during public review of the Draft Master EIR. Although the Railyards Specific Plan EIR did not evaluate global climate change, per se, it did include a discussion of how future projects would reduce greenhouse gas (GHG) emissions through the design and operation of future development within the specific plan area, including the ESC project. AECOM will include, during its evaluation of the ESC project, a discussion of how these measures have been or can be incorporated into the proposed project, where feasible. This may include, but is not limited to, descriptions of the types of lighting fixtures, percentage of recycled material to be used during construction, and the manner in which landscaping and irrigation are provided on-site. In general, we will rely on the General Plan Master EIR to frame our analysis and will evaluate the project for consistency with the assumptions and analysis contained in the MEIR, as appropriate. Guidance from the General Plan and Master EIR (including Policies ER 6.1.7, ER 6.1.9, ER 6.1.18, and ER 6.1.19) may be useful in informing mitigation measures that may be required to reduce project-related impacts. To the extent feasible, AECOM will use the Master EIR's analysis and provide minor updates to reflect more recent guidance and regulatory background information, such as the AB32 Scoping Plan and SB375.

With respect to the presentation of the global climate change analysis within the ESC EIR, AECOM will describe the existing setting in a global, federal, state, regional, and local context, as well as the current state of the science with respect to climate change. We will also provide a summary of current greenhouse gas (GHG) emissions-related policies and regulations to establish the context for the impact analysis, which will be framed as a cumulative analysis. As noted previously, it is assumed that the information contained in the setting will be largely derived from the General Plan Master EIR with some updates to reflect recent legislation and other pertinent information.

We will calculate and report project-related GHG emissions, presented as metric tons of carbon dioxide equivalent (CO<sub>2</sub>e). The analysis will use the latest version of CalEEMod, EMFAC, and potentially, SMAQMD's Roadway Construction Emissions Model. Future reductions in mobile source GHG emissions due

to the Low Carbon Fuel Standard (LCFS) and Pavley Regulations will be quantified, as well electricity-related emission reductions associated with California's Renewables Portfolio Standard (RPS). GHG emissions estimates will include both direct and indirect emissions sources, such as on- and off-road mobile sources, building and equipment energy use (electricity and natural gas), waste and wastewater generation, water consumption, and high-GWP GHG use, both during project construction and operation.

Construction-related GHG emissions will be amortized over the lifetime of the project and added to operational emissions to arrive at a total emissions estimate. Our work will not include a "life cycle analysis" of the GHG emissions embodied in materials and products to be used on-site. For example, AECOM will not evaluate emissions associated with building an excavator to be used on-site during construction of the proposed project as this is considered outside the scope of the EIR.

We will incorporate, as appropriate, an acknowledgement of the City's progress on its Climate Action Plan (CAP). If the CAP is completed prior to issuance of the Draft EIR, the findings/recommendations of the City's CAP will be included as part of the EIR; we will identify any additional mitigation or design features that would be required as part of the ESC to ensure consistency with the CAP and General Plan policies, as mentioned previously.

As noted above, AECOM will evaluate the project's level of consistency with the conclusions made in the General Plan Master EIR with respect to global climate change. As the assessment of global climate change is an inherently cumulative analysis, it is considered appropriate to tier from the analysis of the General Plan Master EIR, which programmatically assessed the impacts of development citywide. As part of this consistency analysis, AECOM will pay particular attention to the project's level of consistency with General Plan Policy ER 6.1.7, which states that the City shall work with CARB to comply with AB 32 reductions to 1990 emission levels by 2020. It should be noted that this roughly equates to a 29 percent reduction in emissions compared to 2020 "business-as-usual" conditions. Based on the assumption that the majority of emissions associated with an entertainment and sports complex like the proposed project would stem from mobile source emissions and the relative abundance of mass transit and alternative transportation opportunities in the project area, AECOM, after initial evaluation, anticipates that the project will be able to achieve consistency with General Plan Policy ER 6.1.7.

The global climate change policies specified in the City of Sacramento's General Plan (Appendix K), measures in the CAP (where applicable), and the aforementioned design measures included as part of the Railyards Specific Plan EIR will be used, as necessary, along with measures built into CalEEMod to mitigate any additional



impacts beyond those already addressed in the City of Sacramento General Plan Master EIR.

### Hydrology and Water Quality

The Hydrology and Water Quality section of the EIR will focus on an assessment of the proposed ESC's potential impacts related to flooding, groundwater resources, and construction-related surface water quality in accordance with the requirements of CEQA and consistent with the standards of significance identified in the City of Sacramento Environmental Checklist. The EIR assessment will focus on the following:

- potential for impacts to groundwater quality by adversely affecting the flow of contaminated groundwater;
- potential for effects due to disposal of dewatered groundwater to the CSS;
- potential for on- and off-site construction-related stormwater runoff impacts; and
- appropriate construction BMPs.

The hydrology and water quality analysis will tier from the General Plan Master EIR (for cumulative impacts) and will incorporate by reference relevant material that was included in the Railyards Specific Plan EIR, including a description of existing hydrological conditions on the site; applicable state, federal, and local regulations that pertain to surface water and groundwater resources; analyses of potential project effects on surface water quality and cumulative impacts; and previously identified mitigation measures necessary to reduce or avoid significant impacts.

The ESC EIR section will focus on issues that were not previously fully addressed. We will update information about the status of regional flood management and its effect on downtown development. We have maintained an up-to-date understanding of flood protection work in the project area, and will use the latest available information for incorporation into this EIR.

In particular, the analysis will provide updated information on the status of groundwater pollution and remediation on the project site. In the event that the project description is revised to include below-grade construction (up to 15-feet based on the City's RFP), the hydrology and water quality analysis will address the potential effects caused by excavation into the shallow groundwater table, including short-term, and possibly, long-term dewatering and disposal to the CSS. Any potential effects of dewatering on the groundwater plume will be presented, and if adverse effects are identified appropriate mitigation measures will be described.

The discussion of surface water will focus on documenting the project's compliance with the State's National Pollutant Discharge Elimination Permit (NPDES) requirements including the construction permit

(Order 2009-0009-DWQ) and the permit regulating discharge from the CSS (NPDES No. CA0079111). Compliance with the requirements of the City's Stormwater Quality Improvement Program and the Sacramento Countywide Sacramento Stormwater Quality Partnership and associated permit requirements (e.g. Waste Discharge Requirements Order No. R5-2008-0142 MS4 Permit).

### Noise and Vibration

The Railyards Specific Plan EIR and the General Plan Master EIR evaluated potential construction noise and operational mobile and stationary source noise within the project area and in the cumulative context in accordance with the City's standards of significance. Both EIRs identified significant and unavoidable roadway noise impacts. However, the 2030 General Plan Master EIR determined that construction noise impacts would be less than significant with adherence to the City's Noise Ordinance, contained in Title 8 – Health and Safety, Chapter 8.68 of the Municipal Code, whereas the Railyards Specific Plan EIR identified a significant and unavoidable construction noise impact due to potential pile-driving and other construction-related noise. In general, the analysis of the previous EIRs included a programmatic evaluation that will be refined as part of the project-specific evaluation of noise impacts associated with the proposed project. However, it is assumed that the evaluation of cumulative impacts from the General Plan Master EIR, with locally specific refinements provided by the Railyards EIR, will be largely incorporated in the ESC EIR.

To build upon the analysis of the previous EIRs with an evaluation of project-specific noise effects, AECOM will conduct up to 8 short-term measurements of ambient noise (4 during daytime hours and 4 during typical special event hours) at the ESC site to characterize the existing noise environment in and around the project site. Previous noise measurements were conducted in 2007, and updating the previous measurements is recommended. No noise monitoring will be conducted at the Power Balance Pavilion site. Noise levels will be measured using a Larson-Davis Model 820 precision sound level meter, which satisfies the American National Standards Institute (ANSI) for general environmental noise instrumentation. AECOM will include a discussion of nearby existing, noise-sensitive receptors (especially low-income and senior housing along I Street) and noise sources based on the analysis of the Railyards Specific Plan EIR, but updated where appropriate. AECOM will incorporate by reference relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, based on material included in the prior program-level EIRs.

Demolition of Power Balance Pavilion will be evaluated based on the types of construction equipment that would be necessary, the potential for onsite concrete crushing or other large-scale recycling activities, and the use of



heavy haul trucks to remove debris from the site. Demolition noise will be evaluated against the assumptions made in the General Plan Master EIR for construction noise.

Based on information provided by the City, AECOM will compare the types of construction equipment that would be necessary during construction of the proposed ESC against the construction noise assumptions made in both the Railyards Specific Plan EIR and the Sacramento 2030 General Plan Master EIR. Of particular concern will be the assumptions made regarding the need for pile-driving. In general, pile-driving activities represent the highest levels of construction noise (~101 dBA), whereas most other construction activities generate approximately 86 dBA. AECOM will include a discussion of projected noise levels during construction and the potential significance of the impacts, and compare the analysis of the project against that of the impacts predicted in the Railyards Specific Plan EIR and the General Plan Master EIR. Demolition of Power Balance Pavilion will also be analyzed and evaluated against the City's Noise Ordinance. Where appropriate, AECOM will include a discussion of applicable construction mitigation measures from the General Plan Master EIR and Railyards Specific Plan EIR, including refinement of programmatic measures to make them specific to the proposed ESC. If necessary, additional mitigation will be proposed, consistent with existing General Plan policies, to reduce potentially significant environmental impacts.

As noted previously, both the Railyards Specific Plan EIR and the General Plan Master EIR identified significant and unavoidable roadway noise impacts in the vicinity of the project site. Based on the data provided by the traffic study for the proposed ESC, AECOM will evaluate the potential increases in roadway noise as a result of special events (e.g. concerts, basketball games.) at the entertainment and sports complex and will apply the noise thresholds established for the Central City in the 2030 General Plan. However, it should be noted that because the proposed project involves the operation of a special use with trip making that often occur during off-peak hours, it will be necessary to obtain total daily roadway volumes versus peak hour volumes. Twenty-four-hour noise levels will be calculated for various roadway segments in the project vicinity using the Federal Highway Administration's (FHWA) Highway Noise Prediction Model (RD-77-108) and the aforementioned traffic volume data. AECOM will calculate the average noise level based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. It is assumed that two scenarios (Existing, Existing + Project) with up to 20 roadway segments each would require modeling.

AECOM will evaluate the potential increases in ambient noise levels that would occur as a result of the proposed project and the potential impact on nearby receptors

during special events, including basketball games. It is assumed that building material information will be available for incorporation into AECOM's evaluation of interior-exterior attenuation of noise. It should be noted that AECOM does not anticipate substantial increases in ambient noise levels as a result of interior crowd noise. Due to the potential timing of special events at the entertainment and sports complex, AECOM will evaluate potential noise-related sleep disturbance. Using the projected noise levels, AECOM will compare the data against the findings of Lawrence Finegold's and Bartholomew Elias's "A Predictive Model of Noise Induced Awakenings from Transportation Noise Sources" and the Federal Interagency Committee on Noise.

AECOM will also evaluate potential stationary source (e.g. HVAC) noise associated with operation of the proposed entertainment and sports complex. Incorporation of Mitigation Measure 6.8-3 of the Railyards Specific Plan EIR will be incorporated into the analysis of the ESC EIR to reduce impacts to less than significant. Furthermore, it is considered likely that stationary source noise associated with the proposed project would be imperceptible over ambient noise levels associated with traffic along I-5.

As noted above, with respect to the discussion of cumulative/long-term increases in noise, it is assumed that the ESC EIR will rely on the analysis of cumulative noise contained in the General Plan Master EIR, and AECOM will include a qualitative discussion and incorporate by reference the analysis of the General Plan Master EIR.

The Railyards Specific Plan EIR and the General Plan Master EIR included extensive evaluations of potential vibration impacts in accordance with the City's standards of significance. Both EIRs identified significant and unavoidable construction vibration impacts on nearby sensitive receptors but less than significant operational vibration impacts. In general, AECOM will evaluate potential vibration impacts based on the analysis and conclusions of the previous EIRs and determine what if any additional impacts would occur.

In Appendix K (Environmental Vibration Impact Assessment Technical Report (Draft)) of the Railyards Specific Plan EIR, Wilson, Ihrig & Associates, Inc. identified generally soft soil conditions throughout the Railyards Specific Plan, which would increase the amount of vibration felt at greater distances compared to more consolidated soils. Therefore, in order to accurately assess potential vibration levels, AECOM will, as a first step, evaluate soil conditions at the project site using the site-specific geotechnical evaluation prepared for the project and identify the appropriate attenuation rate of vibration that should be used to determine impacts. It is assumed that this evaluation will be available upon initiation of the preparation of the EIR. This approach is consistent with the determinations and

recommendations of the screening analysis performed for the Railyards Specific Plan EIR.

The City of Sacramento has established specific criteria for determining significance of vibration levels during construction and operation, and these criteria are based on the level of vibration at the receiver, rather than the source. In general, the City has set 0.5 in/sec peak particle velocity (PPV) as the vibration threshold for residential and commercial areas during construction and operation. In addition, the City has established a 0.25 in/sec PPV velocity for historic structures and archaeological sites. As shown in Figure 6.3-1 on page 6.13-13 of the Railyards Specific Plan EIR, the project site is located outside of but in close proximity to three archaeologically sensitive areas (Brass Foundry, Central Shops, and Sutter Lake). The project site is also located in close proximity to several potentially vibration sensitive and/or historic structures, including elevated portions of I-5, the Depot, and the Central Shops.

Using Federal Transit Administration's (FTA) Transit Noise and Vibration Impact Assessment manual and methodologies, AECOM will assess potential vibration levels during construction within the archaeologically sensitive areas, at nearby land uses, and at historic or vibration-sensitive structures. As noted previously, construction-related vibration impacts to nearby receptors were determined to be significant under both the General Plan Master EIR and the Railyards Specific Plan EIR. However, the General Plan Master EIR concluded that vibration impacts to archaeological and historic buildings would be less than significant. AECOM will include a discussion of applicable mitigation measures from the General Plan Master EIR and Railyards Specific Plan EIR. However, based on the proximity of the project to three archaeologically sensitive areas and elevated portions of I-5, it may be necessary to include additional mitigation in performance of General Plan Policy EC 3.1.7 as part of this EIR. If, based on modeled vibration levels, this is determined necessary, AECOM will work with the City to develop appropriate mitigation that may include pre-construction and during construction surveys to assess potential damage, removal and preservation of archaeological resources within a pre-determined buffer zone, and repair of any damage to nearby structures identified during construction.

AECOM anticipates that operational vibration can be adequately addressed in the IS, and does not anticipate a need to include an extensive evaluation in the EIR. It is assumed that sound amplification equipment and HVAC equipment contained within/on the entertainment and sports complex will be appropriately mounted and shielded such that potential vibration levels from such equipment would not be perceptible outside the limits of the project site. We will work with the City to include in the IS a discussion of potential vibration levels that could occur at the proposed entertainment and sports complex based on published vibration data for other sports

complexes and identify vibration levels that may occur as a result of sound amplification and crowd noise to determine potential impacts to nearby receptors.

If the City decides that this is an issue that requires additional analysis, as an optional task, AECOM can provide measurements of existing on-site and vicinity ambient vibration levels. This will allow the analysis to be more detailed with respect to the actual increase in vibration levels that may occur with implementation of the proposed project. Due to the proximity of several vibration sensitive areas to the project site and existing traffic-related vibration along I-5, AECOM would provide up to four measurements of ambient vibration levels. One measurement would be provided in the vicinity of I-5, and another within the archaeologically sensitive areas located to the north of the project site. AECOM would also recommend one of the four measurements be conducted during operation of a cargo train through the specific plan area.

#### **Transportation and Circulation**

The transportation, circulation, and parking analysis will be prepared a transportation consultant under a contract with the City. The analysis will come in a format that can be dropped into the EIR. Our budget includes time for AECOM to ensure that the drop-in transportation section is formatted in a manner consistent with the EIR. As our team members have done on past projects, AECOM will provide a technical section template in MS Word for use by the transportation consultant. We have allocated a few hours of time for our in-house transportation planner, Carol Shariat, to assist our technical teams in the use of assumptions and other data from the traffic and parking study.

#### **Utilities and Service Systems**

The AECOM team civil engineer, MacKay & Somps, will prepare a technical memorandum that documents an engineering review of the proposed wet and dry utilities and services system proposed to serve the ESC. The M&S analysis will include a review the City's proposed plans for the provision of water, wastewater, and drainage infrastructure, including calculations of the water demand and wastewater and drainage flows generated by the ESC. They will review the adequacy of the existing and proposed on-site and off-site water, sewer, and drainage infrastructure to support the ESC, including calculations of the stormwater runoff flows generated by the ESC, assess the adequacy of the existing and proposed on-site and off-site drainage infrastructure to serve the ESC, and review the ability of the City's CSS to serve the ESC (e.g., limitation of flows from development into the CSS to no more than five cubic feet per second). The evaluation of dry utilities will focus on the need for off-site improvements that could require analysis in the EIR. The review will include contact with service providers for electricity (SMUD), natural gas (PG&E), telephone (AT&T) and CATV (Comcast) systems, and will include a peer review of projected demands for electricity, gas, telephone/fiber

optics, and cable television services provided by the City. The conclusions of the MacKay & Somp's engineering evaluation will be documented in a technical memorandum provided for AECOM's use in the development of the Utilities and Service Systems section of the ADEIR.

**Wastewater and Drainage:** Issues related to the generation of wastewater and urban storm drainage from development in the Railyards, and the capacity of the City's Combined Sewer and Stormwater system (CSS) and the Sacramento Regional Waste Water Treatment Plant (SRWTP) to accommodate flows generated by Railyards Specific Plan were previously addressed in the Railyards Specific Plan EIR, and cumulative impacts were disclosed in the General Plan Master EIR. These cumulative impacts will be tiered from the General Plan Master EIR, discussed in the IS, and not further studied in the EIR.

The Railyards Specific Plan proposed construction of a separate wastewater and stormwater conveyance system and an underground detention cistern to accommodate increased wastewater and stormwater flows, as well as an outfall to the Sacramento River to accommodate high flow events. The timeframe for construction of the underground detention cistern was not identified, and, thus, the Railyards Specific Plan EIR determined that the combined wastewater and stormwater flows could potentially exceed the existing capacity of the CSS system if they exceed a flow rate of five cubic feet per second. Further, neither prior EIR includes calculations of site-specific runoff flows for the proposed ESC.

The City Department of Utilities is working on a revised plan for drainage in the Railyards that involves the construction of a detention basin in the northwest part of the Railyards site that will be used prior to the completion of an outfall to the Sacramento River. As revised, the new drainage system will ultimately direct all storm drainage flows into an outfall to the river. Should the existing drainage master plan for the Railyards project be significantly revised for purposes of the ESC environmental review, it will require consideration of a number of issues, including, but not limited to overall development phasing, land use, flood control, water quality treatment, and financing. MacKay & Somp's will review the revised Railyards drainage plan and prepare a technical memorandum that identifies any questions about plan design, analyzes the plan's methodology, and recommends action items for plan refinement.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the ESC based on data provided in the MacKay & Somp's technical memorandum. Therefore, in light of the standards of significance identified in the City of Sacramento Environmental Checklist, AECOM will evaluate the potential for the

ESC to create or contribute runoff flows that would exceed the capacity (peak flow) of existing or planned stormwater drainage systems or require the construction of new wastewater facilities or stormwater drainage facilities, the construction of which could cause significant environmental effects.

Information related to the existing and future capacity of the City's CSS and SRWTP that is included in the Railyards Specific Plan EIR and the General Plan Master EIR will be summarized and incorporated by reference, and updated as necessary based on communication with City of Sacramento Department of Utilities staff regarding the City's CSS and communication with the Sacramento Regional County Sanitation District for regarding the SRWTP.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the ESC based on data provided in the MacKay & Somp's technical memorandum.

The EIR will include a discussion of Mitigation Measure 6.11-2 in the Railyards Specific Plan Mitigation Monitoring Plan that requires the City to limit development of the proposed project so that combined wastewater and stormwater flows do not exceed a flow rate of five cubic feet per second, until (1) the cistern and outfall for stormwater flows are constructed, and/or (2) planned CSS improvements for wastewater flows are implemented. The EIR will analyze the effect of the ESC on these mitigation requirements and identify the potential for the project to conflict with this mitigation measure. Additional mitigation will be proposed as necessary to reduce potentially significant environmental impacts.

**Water Supply:** Issues related to the project-specific and cumulative demand for potable water supply and distribution facilities from development in the Railyards were previously addressed in the Railyards Specific Plan EIR. The Railyards Specific Plan assumes water supply for the specific plan area will be supplied through surface water rights and entitlements from the Sacramento and American Rivers, along with groundwater pumped through City operated groundwater wells. Water will be treated at the Sacramento River and Fairbairn Water Treatment Plants and conveyed to the Railyards through existing off-site infrastructure. The Railyards Specific Plan EIR determined that existing water supplies, infrastructure, and water treatment facilities were adequate to serve project-specific demands.

As such, the Railyards Specific Plan EIR determined that development of the Railyards would contribute to cumulative increases in the need for water supply treatment and/or distribution facilities. As discussed in the Railyards Specific Plan EIR, buildout of the City General Plan would result in a treatment capacity deficit



by 2020 (although the current economic downturn has likely extended this date). The Railyards would cumulatively contribute to this deficit. The City is aware of this shortfall, and has developed a number of ways in which to mitigate the potential future maximum day demand capacity deficit. Mitigation Measure 6.11-8 in the Railyards Master Plan EIR identified four mitigation options to address this deficit: implementation of a diversion and water treatment plant as cost-sharing partner in Sacramento River Water Reliability Study or implementation of a City of Sacramento only Sacramento River diversion and water treatment plant, implementation of a maximum day demand conservation for the proposed project or increased groundwater pumping. Ultimately the impact was determined to be mitigated to a less-than-significant level. The General Plan Master EIR reconfirmed the conclusion about a potential future shortfall in treatment capacity when it determined that buildout of the City General Plan would result in the need for upgrades to the City's water distribution and/or treatment systems and stated that a treatment capacity deficit could occur by 2020 (although the current economic downturn has likely extended this date). Mitigation measure 6.11-2 identified two mitigation options, and concluded that the impact was potentially significant and unavoidable.

Conditions are essentially the same as in 2009, other than the continued slow-down in the economy, and the conclusion regarding cumulative impacts made in the General Plan Master EIR should be relied upon for the ESC EIR. However, neither prior program-level EIR included calculations of project-specific water supply demands or provides site-specific water supply infrastructure designs for the proposed ESC. The General Plan Master EIR states that "[o]nce specific development proposals are prepared and submitted to the City a project-specific environmental analysis would be prepared, if required, to analyze any potential impacts on water supply and infrastructure." The AECOM team, in collaboration with the City, will prepare the necessary Water Supply Assessment and project-level analysis of water demand, treatment and capacity, as explained below.

We have assumed that the City team will have calculated water demand for the ESC as part of the infrastructure planning currently under way. The AECOM team civil engineer, MacKay & Sumps, will review and validate the water supply demand for the ESC and evaluate the adequacy of the existing and proposed on-site and off-site water supply infrastructure to support the ESC.

Senate Bill 610 (Chapter 643, Statutes of 2001; Section 21151.9 of the Public Resources Code and Section 10910 et seq. of the Water Code) requires the preparation of water supply assessment (WSA) for projects business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space, such as the ESC. These assessments

address whether existing and projected water supplies are adequate to serve the project while also meeting existing urban and agricultural demands and the needs of other anticipated development in the service area in which the project is located. If the most recently adopted urban water management plan accounted for the projected water demand associated with the project, the public water system may incorporate the requested information from the urban water management plan. Because the City's 2010 Urban Water Management Plan includes development of a sports and entertainment complex within the per-capita and commercial demand assumptions, AECOM will complete the City's SB610/SB221 Water Supply Assessment and Certification Form using water demand calculated by the City and validated by MacKay & Sumps.

Project impacts on water supply will be identified by comparing existing water demands and water treatment plant capacity against future demand associated with implementation of the ESC, based on the WSA and UWMP. The EIR will also explain how the cumulative water demand was addressed in the 2030 General Plan Master EIR and UWMP, and discuss the ESC contribution to this cumulative demand.

**Solid Waste:** The Railyards Specific Plan EIR evaluated potential impacts associated with solid waste generation. Because the potential size of the ESC was unknown at the time the Railyards Specific Plan EIR was prepared, the EIR determined that development of the ESC could result in the generation of a substantial amount of solid waste during construction and operation of the facility. Demolition of Power Balance Pavilion will be considered in the solid waste calculations for the project. The potential reuse of materials onsite or the recycling of materials will also be discussed. Therefore, in accordance with the requirements of CEQA and the standards of significance identified in the City of Sacramento Environmental Checklist, AECOM will evaluate the potential for demolition of Power Balance Pavilion and the construction and operation of the ESC to generate solid waste beyond the capacity of existing landfills; require or result in either the construction of new solid waste facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects; or violate Federal, State, and local statutes and regulations, including the City's recycling and solid waste disposal regulations described in Chapter 17.72 of the City of Sacramento Municipal Code.

Information related to solid waste collection and landfill capacity will be obtained from the Railyards Specific Plan EIR, the City of Sacramento General Plan, the California Integrated Waste Management Board, communication with City of Sacramento Solid Waste Division staff, and other environmental documentation for the project area. The solid waste generated by the ESC will be calculated based on California Integrated Waste Management Board's per-capita solid-waste



disposal rates for similar facilities. Impacts related to increased generations of solid waste that would result from implementation of the ESC will be determined by comparing existing and future service capacity at landfills that serve the City of Sacramento against future demand associated with implementation of the project. Mitigation measures intended to reduce impacts related to solid waste will be proposed, where appropriate.

#### Cumulative Impacts

Each issue area chapter will define cumulative impacts, the cumulative context and scenario, geographic scope, and methods for characterizing cumulative impacts. As appropriate, the cumulative impacts analysis for each issue area will tier from the cumulative impacts analysis established by the Sacramento 2030 General Plan Master EIR.

#### Alternatives

The EIR must include an analysis of a reasonable range of alternatives to the proposed project that could avoid or reduce the magnitude of one or more significant impacts identified for the proposed project (see State CEQA Guidelines Code of Regulations Section 15126.6[a]). We currently anticipate that this chapter will include a comparative analysis of up to three alternatives to the proposed project, including the "No Project" Alternative. It is likely that one alternative should be a "smaller" ESC that would address impacts caused by the intensity of activity. Another alternative may address configuration or design issues. In addition, the EIR should include a discussion of alternatives that were considered but rejected from full evaluation in the DEIR, and could include in this portion of the section the alternatives that were considered but not advanced by the Sacramento First Citizens' Task Force, and could also include the location of the Sports and Entertainment Facility Overlay that is currently embodied in the Railyards Specific Plan.

#### CEQA-Mandated Sections

This section will have four subsections that address specific requirements of CEQA, as noted below:

- **Cumulative Impacts:** A summary of the cumulative impacts identified in each environmental resource issue chapter.
- **Growth Inducement:** This subsection will discuss potential growth-inducing impacts of the proposed project, tiering from the growth-inducing impacts analysis contained in the Sacramento 2030 General Plan Master EIR.
- **Urban Decay:** This subsection will provide a summary of the conclusions of the Economic Impact and Blight Study undertaken in Task 3, described above. Consistent with CEQA requirements, the focus will be on the potential for the closure of the current Power Balance Pavilion to cause urban decay in the North Natomas area.

- **Unavoidable Significant Impacts:** This section will summarize the significant and unavoidable environmental effects identified in the technical impact analyses of the Draft EIR.

#### Complete Administrative Draft and Legal Review

AECOM will submit five (5) hard copies and an electronic version of the complete Administrative Draft EIR City Planning and Public Works staff for review and comment.

#### Task 4 Milestones:

- DEIR Section Template and a Key Issues Memorandum (electronic)
- Complete Administrative Draft EIR (5 hard copies + electronic)

### Task 5: Prepare Draft Environmental Impact Report

#### 5.1: Screencheck Draft Environmental Impact Report

AECOM will incorporate City staff comments on the Administrative Draft EIR and submit to the City a Screencheck Draft EIR. We expect that the comments will direct revisions to the ADEIR, and we have assumed that no new technical studies will be prepared or need to be substantially revised based on changes to the project or pre-approved assumptions. We have allocated a level of effort to this task based on our understanding of the compressed schedule and our past experience. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City staff.

#### 5.2: Draft Environmental Impact Report

AECOM will incorporate City staff comments on the Screencheck Draft EIR based on a single set of consolidated comments, and submit a final Public Draft EIR to the City for distribution for a 45-day public comment period. We expect that the comments will direct revisions to the Screencheck DEIR, and we have assumed that the comments will be primarily editorial in nature. We have allocated a level of effort to this task based on our understanding of the compressed schedule and our past experience. Once the comments are received, we will consider the adequacy of the level of effort and confirm this with the City staff.

AECOM will file 15 copies of the Summary and 15 CDs of the entire document (as preferred by the State Clearinghouse) and an NOC with the State Clearinghouse.

We assume that City staff will prepare a Notice of Availability (NOA) to accompany the Draft EIR. We also assume the City will distribute the EIR to interested stakeholders, contiguous property owners, and/or publish the Notice of Availability in a newspaper of

general circulation in the area affected by the proposed project.

#### **Task 5 Milestones:**

- Screencheck Draft EIR (5 bound copies + electronic)
- Draft EIR and NOC (5 bound copies of Draft EIR + 1 copy-ready of Draft EIR and Appendices + electronic + web-ready electronic for City to distribute) (15 Summaries (hard copies) + 15 CDs for AECOM to deliver to the State Clearinghouse)

### **Task 6: Prepare Administrative Final and Final Environmental Impact Report**

#### **6.1: Administrative Final EIR**

AECOM will review the comments received during the public review period on the Draft EIR. We will prepare written responses to comments and make necessary changes to the Draft EIR to create the administrative final EIR. The administrative final EIR will include:

- an introductory chapter;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR; and
- a listing of revisions to the Draft EIR.

Based on our understanding of this project, past history of CEQA litigation on projects at the Railyards and in the Central City, and potential community concerns, we expect that the level of comment received during public review of the Draft EIR will be substantial. AECOM has provided a reasonable estimate of the level of effort required to prepare responses to comments based on our experience with other similar projects and our understanding of the compressed schedule. AECOM will respond to comments related to the potential physical impacts of the proposed project as they relate to the environmental and/or economic analyses presented in the EIR within the estimated level of effort. We have assumed that responses will involve explanation, clarification, or amplification of the contents of the Draft EIR. We have assumed that no new technical analysis will be conducted nor that completed technical studies will need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to comments. We assume that the City will address comments related to the merits of the project, and will assist AECOM by preparing responses to comments on non-environmental matters (such as project financing) or if more comments than anticipated are received.

#### **6.2: Final EIR**

Following City staff review of the Administrative Final EIR, AECOM will make revisions to the administrative final EIR to prepare the Final EIR.

We assume that the City will prepare the Notice of Availability, Findings of Fact, and Statement of Overriding Considerations, if necessary. In the event that the City requests support on one or more of these approval documents, AECOM can provide these items as an optional task.

#### **Task 6 Milestones:**

- Administrative Final EIR (5 bound hard copies + electronic)
- Final EIR for publication (5 bound hard copies + 1 copy-ready + electronic + electronic web-ready)

### **Task 7: Final Environmental Impact Report Hearings**

#### **7.1: FEIR Planning Commission Hearing**

The AECOM Project Manager and Project Director, and one technical staff will participate in one public hearing before the City Planning Commission related to consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that AECOM staff would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

#### **7.2: FEIR City Council Hearing**

The AECOM Project Manager and Project Director and one technical staff will participate in one public hearing before the City Council for consideration of certification of the EIR and approval of the project. We assume that City staff would prepare any necessary presentations, and that AECOM staff would support that process by assisting with a PowerPoint presentation, for example, or answering questions during the hearing on the project's merits.

We assume that City staff will prepare and file the NOD with the State Clearinghouse and the Sacramento County Clerk and would pay DFG fees associated with filing of the NOD.

#### **Task 7 Milestones:**

- Attend one City Planning Commission hearing
- Attend one City Council hearing

## Task 8: Mitigation Monitoring and Reporting Program

AECOM will prepare a draft MMRP for City review and comment. The MMRP will be prepared in an agreed-upon format and will consist of:

- All mitigation measures
- Timing/frequency of action
- Responsibility for implementation;
- Responsibility for monitoring
- Verification of compliance

Consistent with the approach taken in the Railyards Specific Plan MMRP, to the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms.

The draft MMRP will be submitted with the Administrative Final EIR for City review. Following receipt of City comments, AECOM will revise the MMRP for publication. The MMRP will be bound with the FEIR.

## Task 9: Findings of Fact and Statement of Overriding Considerations

In the event that the City determines to approve the ESC, AECOM will prepare written Findings of Fact, pursuant to section 15091 of the State CEQA Guidelines and in the City's format, to support final City action on the project. The Findings will include a specific finding for each significant impact of the project, describing the nature and significance of the impact, the status of mitigation, and the rationale for any mitigation that is to be rejected or that lies in the authority of another jurisdiction.

If any impacts are found to be significant and unavoidable, AECOM will prepare a Statement of Overriding Considerations (SOC), consistent with the requirements of section 15093 of the State CEQA Guidelines, that describes the reasons for project approval despite the occurrence of such impacts. It is anticipated that the SOC will identify a range of economic, employment, and social considerations. Since CEQA requires that the SOC be based on substantial evidence, AECOM assumes that the basis for the SOC will be found in financial, fiscal, and other economic studies undertaken by the City, the Sacramento First Task Force, the development team, and others.

The Findings of Fact and the SOC will be drafted as companions to other "decision" documents developed for the project approval process, such as the City Staff Report, draft resolutions, and the like.

As appropriate, the Findings also will refer to those impacts and related mitigation measures from the General Plan Master EIR and/or the Railyards Specific

Plan EIR that are relied upon through the process of tiering.

AECOM will prepare a draft version of the Findings and SOC for submittal to the City. In the past, City staff have taken these draft documents and finalized them internally, and we have assumed that the City would do the same in this case. However, if, due to the compressed project schedule, the City would like support from AECOM in finalizing these documents, we will do so based on the availability of budget or an augment if determined necessary.

## Task 10: Prepare Project EIR Binder

AECOM will prepare the project EIR binder, which will include the following:

- Draft EIR, as modified by the Final EIR;
- Final EIR, which includes the comments received, responses to comments, changes to the Draft EIR and information added to the Draft EIR by the City as Lead Agency;
- City Council Resolution Certifying the EIR and adopting the Mitigation Monitoring Program for the project;
- CEQA Findings of Fact and Statement of Overriding Considerations for the project;
- MMRP for the project, and
- Any additional materials, such as Errata, as requested by the City.

It is assumed that preparation of the project EIR binder can be completed within the proposed level of effort for this task (see attached cost estimate).

### Task 10 Milestones:

- Project EIR Binder (2 hard copies)

## Task 11: Preparation of AB 900 Emissions Document

This task addresses the City's pursuit of AB 900 certification and identifies tasks related to coordination with ARB to meet AB 900 requirements.

AECOM will prepare a technical memorandum that documents how the project will achieve zero net GHG emissions and a 10-percent or greater standard of transportation efficiency. AECOM will conduct the GHG emissions analysis and understands that FPA will be preparing a separate analysis of trip generation and mileage that evaluates the existing Power Balance Pavilion and anticipated conditions under the proposed project. To the extent necessary, AECOM will incorporate key inputs from the analysis that FPA prepares into the GHG emissions analysis. Upon completion of both studies, we will integrate the FPA memorandum into a comprehensive stand-alone memorandum that evaluates the project's ability to

achieve zero net GHG emissions and a 10 percent standard of transportation efficiency. A draft memorandum will be prepared and submitted to the City for its use in submission of the AB 900 Certification Application to ARB. Once City comments have been received and incorporated, AECOM will submit the revised memorandum to the City. Upon completion of ARB's review, the memorandum will be finalized and incorporated into the administrative record and analysis of the EIR, where appropriate.

As part of this analysis, AECOM will coordinate with the City to consider the potential need for the purchase of GHG emission offsets. It should be noted that per SB 292, the highest priority is given for measures that reduce emission in the immediate vicinity of a project site.

It is assumed that this meeting will take place prior to submission of the memorandum to ARB.

#### **Task 11 Milestones:**

- Administrative draft technical memorandum submitted to City for review
- Final technical memorandum submitted to ARB

### **Task 12: RT Track Relocation Coordination**

AECOM understands that plans for the ESC may necessitate the relocation of the Sacramento Regional Transit LRT tracks and station at the Railyards and this action may need to be evaluated in the ESC EIR with RT acting as a CEQA Responsible Agency. AECOM will coordinate with RT and City staff to understand the track relocation and what implications the relocation may have on surrounding resources. Discussion and analysis of the track relocation would be folded into the appropriate technical sections of the EIR. Should the relocation require a re-opening of the NEPA process for the RT facilities, if requested, AECOM would provide a separate scope of work for required NEPA services for this action, including preparation of an addendum or supplemental EA.

#### **Task 12 Milestones:**

- Attend three coordination meetings with RT and City staff

### **Optional Task 13: Mitigation Design**

During the preparation of the Administrative Draft EIR (Task 4) and Draft EIR (Task 5), AECOM would review proposed mitigation and work with site design planners to potentially revise the site plan or other elements of the proposed project to remove the need for mitigation measures. AECOM would attend one meeting with site plan designers and City staff to identify potential mitigation measures and recommend site design changes or other solutions to reduce or eliminate the need for mitigation measures in the EIR.

#### **Optional Task 13 Milestones:**

- One meeting with site plan designers and City staff



## Schedule

The following schedule has been formulated based on AECOM's experience and understanding of the CEQA process, as well as typical timeframes and review periods for various components of an EIR. If a more aggressive schedule is desired, AECOM would be happy to work with the City to determine how this could be accomplished. AECOM understands the importance of meeting the schedule outlined below and has confirmed technical staff immediate availability to meet either schedule, assuming that adequate information regarding the project and a mutually acceptable scope of services is available when the City provides AECOM with a notice to proceed. Other factors that could lengthen or shorten the schedule include dates of receipt of project information, length of City review, and unanticipated issues arising from the City or public review of the environmental document.

In developing the following draft schedule, we have assumed the following:

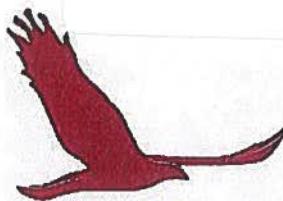
- Project information will be available by April 25.
- Traffic data to be used for Air Quality, Noise and Greenhouse Gas Emissions (e.g., daily volumes, VMT) provided to AECOM at least 4 weeks prior to ADEIR submittal.
- Final traffic section provided at least 2 weeks prior to ADEIR.
- No new issues raised in comments on NOP or ADEIR; no additional or new analyses required.

Sacramento Entertainment and Sports Complex EIR Tentative Schedule			
Task	Description	Time Needed	Tentative Completion Date
Task 1	Project Management		Ongoing
Task 2	Kickoff Meeting		April 4
	Project Information		April 25
	Traffic Data for AQ & Noise		May 16
	Traffic Section		June 6
Task 3	Economic Impact and Blight Study	9 weeks	June 6
Task 4	Prepare ADEIR	11 weeks	June 20
	City review of ADEIR	2 weeks	July 4
	Prepublication DEIR	4 weeks	August 1
	City review	1 week	August 8
Task 5	Prepare Public Review DEIR	1 week	August 15
	DEIR public review	45 days	August 15 – October 1
Task 6	Prepare AFEIR	4 weeks	October 29
	City review of AFEIR	2 weeks	November 12
	Revise FEIR	2 weeks	November 26
	City review of FEIR	1 week	December 3
	Finalize FEIR	1 week	December 10
Task 7	FEIR Hearings		December 24
Task 8	MMRP	Concurrent with Task 6	
Task 9	Findings of Fact and SOC	Concurrent with Task 6	
Task 10	Project EIR Binder	After completion of Task 7	
Task 11	AB 900 Coordination	Concurrent with Task 4 and Task 5	
Task 12	RT Track Relocation Coordination	Concurrent with Task 4 and Task 5	
Task 13 (Optional)	Mitigation Design	Concurrent with Task 4 and Task 5	

## 3/16/2012

OTHER DIRECT COSTS		
1. Printing		
Admin Draft EIR (2 bound copies and electronic)		\$250
Draft EIR (15 bound copies and electronic)		\$250
Draft EIR (5 bound copies and electronic; 15 copies of Exec Sum and 15 CDs for Clearinghouse)		\$550
Admin Final EIR (5 bound copies and electronic)		\$300
Final EIR (2 bound copies and electronic)		\$450
Project EIR Binder (2 bound copies)		\$500
1. Sub Total Printing		\$2,150
2. Other Supplies		\$500
3. Other Supplies (Postage, Reproduction, etc.)		\$100
4. Miscellaneous (Postage, Reproduction, etc.)		\$500
5. Communications (Postage, Reproduction, etc.)		\$100
6. Records Search (Culture/Peace/World)		
7. Misc.		
2. Sub Total Other Supplies		\$1,100
<b>TOTAL ESTIMATED COST INCLUDING SUBTOTAL PRINTING AND SUPPLIES</b>		<b>\$3,250</b>
<b>TOTAL ESTIMATE FOR COST INCLUDING OPTICAL TAPE</b>		<b>\$3,250</b>





## Vali Cooper & Associates, Inc.

CONSTRUCTION MANAGEMENT CONSULTANTS

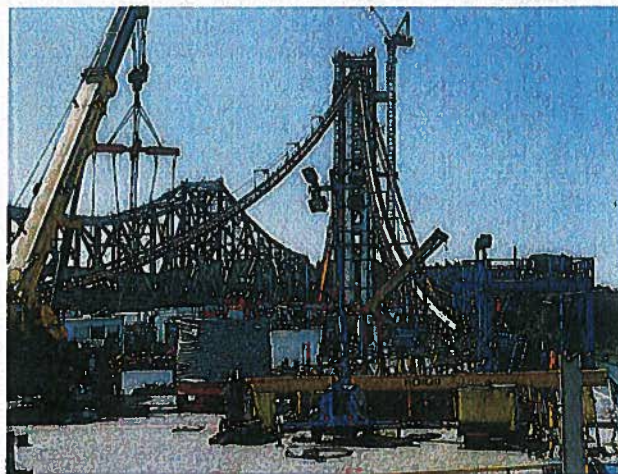
March 26, 2012

Mr. John Dangberg  
Assistant City Manager  
City of Sacramento  
City Hall  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814-2604

**Re: VC&A and Railyards Construction Experience**

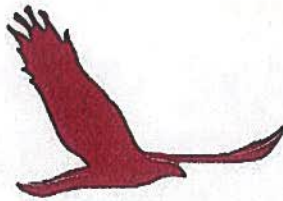
Dear Mr. Dangberg:

Our Vali Cooper & Associates, Inc. (VC&A) team is enthusiastic about assisting in the delivery of the Entertainment & Sports Complex (ESC). VC&A is in its 25th year serving within the State of California on various project types including vertical construction, transportation infrastructure, treatment plants, brownfield remediation, and water resources to name a few. From the new span of the San Francisco-Oakland Bay Bridge, a nationally recognized signature project, to the iconic Sacramento Railyards, we have served successfully both public and private entities on a variety of complex and high visibility projects. Despite schedule constraints and funding and technical challenges, VC&A delivered these and similar projects on time and under budget – a feature of our company of which we are especially proud.



VC&A is recognized as an industry leader. The 2012 Sacramento Business Journal ranks VC&A in the top four construction management firms within the region. We have been repeatedly ranked by Engineering News and Review within the top 100 firms in the





## Vali Cooper & Associates, Inc.

CONSTRUCTION MANAGEMENT CONSULTANTS

country for over 12 years, even though we solely work California. This is accomplished by hiring, training and retaining the highest quality staff in a high productivity environment. With over 130 engineers, project and program managers and inspectors, our company prides itself on repeat business. That alone speaks for itself, but our references can provide more positive feedback as well.

Our cumulative experience at the Railyards spans over twelve years, delivering multiple complex projects, including: 7<sup>th</sup> Street underpass; three significant downtown bridges; three major tunnels; a new set of passenger and freight rail tracks equipped with state-of-the-art passenger platforms and supporting facilities; for deep excavations to coincide with seasonal low groundwater to minimize the costs of handling groundwater. Managing construction-related vibration impact to the historic buildings kept certain owners and regulators at ease. Executing an effective soil and groundwater management plan reduced costs significantly, thus allowing more passenger-enhancing amenities to be installed on Track Relocation Project. The construction manager's relationship with the contractor on the 5<sup>th</sup> Street bridges facilitated continued construction activities without delays even during a lengthy period of non-payment due to ownership changes. One common factor in all of the above, the "glue" so to speak, is VC&A's leadership and resilience in promoting the growth of the Railyards.

numerous dry and wet utilities of regional scope; and the extension of multiple roadways, at a price tag of over \$100 million.

The projects within the Sacramento Railyards required a high degree of construction and environmental management skills within a carefully crafted comprehensive development program. VC&A's coordination of multiple present and future project schedules and overlapping scopes, along with bringing together diverging interests into a partnership with regulatory agencies and funders paved the way for our repeated success. For example, numerous challenges affecting the Track Relocation and 7<sup>th</sup> Street Underpass schedules included developing timelines



VC&A works throughout the State of California. The multi-billion dollar signature span of the Bay Bridge is home to many of our specialists. We are also assisting with the program management for a group of transportation construction projects worth in

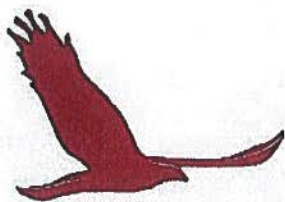
1780 Creekside Oaks Drive, #140

Sacramento, CA 95813

Phone: 916-925-0952

Fax: 916-925-0954

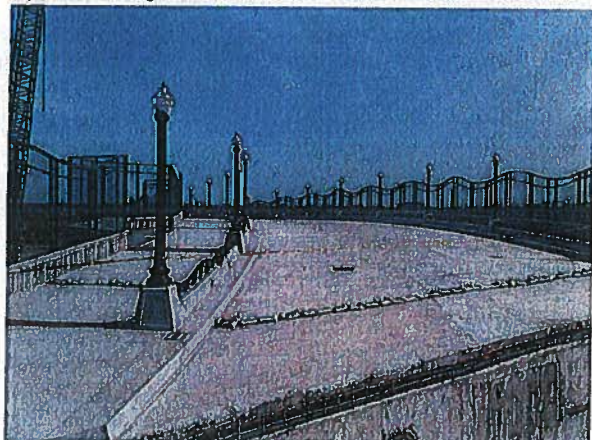




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excess of \$500 million dollars for the San Joaquin Council of Governments. Hundreds of projects in this State bear the VC&A seal of excellence. For example, nearly half of the Interstate 80 interchange projects from Sacramento to San Francisco have been staffed by VC&A personnel.



Additionally, our team has managed over \$100 million in remediation activities at the Railyards alone, and is exceptionally familiar with existing conditions emanating from the

Sincerely,  
VALI COOPER AND ASSOCIATES, INC.

Hank Doll, P.E.  
*Sacramento Railyards  
Construction Manager  
Senior Vice President  
Sacramento/Northern California*

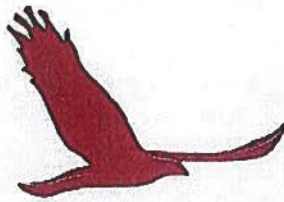
multi-layered regulatory framework, Design Guidelines, the Railyards Specific Plan EIR, and various funding requirements. VC&A's understanding of site-wide environmental conditions is recognized as unparalleled by any other firm.

VC&A's commitment to the Railyards development, 12 years strong at this point, is anchored by its CEO and President, and is firmly founded by its staff and subcontractors. VC&A promises to deliver unmatched performance in the promotion of the successful Railyards development.

We understand that there have been some questions regarding the status of soil and groundwater remediation and whether that will affect the development of the planned Entertainment & Sports Complex. We have included a detailed response in the following exhibit. If you or your staff has any questions, please don't hesitate to contact us.

Elias Rashmawi  
*Sacramento Railyards  
Environmental Project Manager  
Vice President  
Environmental Services*





# Vali Cooper & Associates, Inc.

CONSTRUCTION MANAGEMENT CONSULTANTS

## **Exhibit 1 – Soil and Groundwater Remediation and ESC Development**

### **Soil and Groundwater Management Efforts**

The Entertainment and Sports Complex (ESC) is located within a soils cleanup area of the Railyards known as the Sacramento Station Study Area ("Sac Station"). In 1994, the Department of Toxic Substance Control (DTSC) certified the completion of soils remediation activities at the Sac Station allowing commercial development to move forward. Prior to construction activities, the DTSC required the submittal of an approved soils management plan to be implemented during construction activities. Given completion of soils remediation activities, the performance of an additional risk assessment would not be required for the preparation of the subject management plan.

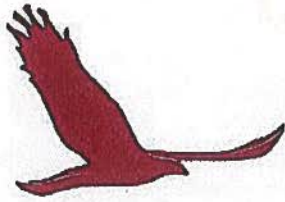
The current location of the ESC corresponds to the location of the City of Sacramento Track Relocation Project. Prior to the commencement of construction activities associated with this project, a comprehensive soils and groundwater management plan was submitted to and approved by the DTSC. The subject plan is currently being implemented at the project site, with DTSC's concurrence.

In conducting construction activities for the ESC, a project-specific soils and groundwater management plan will be submitted to the DTSC and will be implemented during construction. The subject plan is expected to be substantially similar to the plan approved for the Track Relocation Project, and is expected to be approved by the DTSC expeditiously.

In anticipation of the ESC and other projects, the City of Sacramento has already prepared a generalized soils and groundwater management plan that can tailored specifically for future projects, which was submitted to the DTSC for concurrence. This plan, which is based on the Track Relocation Plan, will be customized for the ESC as well as all projects to come to the Railyards, and presented to the DTSC for their approval. The City does not expect any delay in completing this work.

### **Dewatering**

The aforementioned soils and groundwater management plan anticipates the need for dewatering activities and sets forth the requirements for appropriate handling. Given that the Railyards has had groundwater extraction and treatment for a substantial period of time, the infrastructure, approval, and permitting process to secure such activities are currently in place and will be customized to meet the requirements of the ESC. As a result, we do not anticipate delays related to groundwater control. As recent as early 2012, we have completed the construction of 3 major deep tunnels and major utility infrastructure, all within the footprint of the ESC. The 7<sup>th</sup> Street Undercrossing (managed by VC&A) was also a success in this respect. In the process of successfully completing these activities, we have



# Vali Cooper & Associates, Inc.

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managed the excavation of several hundred thousands of cubic yards of soils while controlling groundwater without delays.

## ESC Development in the Area

As previously indicated, the Sac Station area, where the ESC is located has been previously certified. All soils and groundwater activities are permitted to occur per an approved soils and groundwater management plan. Areas requiring remediation that were previously not accessible have been successfully remediated and completed during the track relocation project. We do not anticipate encountering conditions that significantly differ from what has already been encountered previously. All appropriate plans and procedures are in place to be customized for an expeditious and successful management of earthwork activities, with agency approvals.

Our extensive construction, soil management and dewatering control experience at the Railyards, which spans many years and several complex remediation activities and infrastructure projects, provides us a high level of certainty that we will be able to deliver on budget and schedule.

## ESC Infrastructure and Funding Sources

Infrastructure Project	Status	Source of Funding
Track Relocation	* Complete 2013	Local, state, federal transportation & Inland
Interstate 5/Richards Interchange improvements & Bercut & Jibboom	* Complete 2012	Local & federal transportation
4th & I Street signalized intersection	* Complete 2012	Federal transportation
5th St. - H St. to future Railyards Blvd.	* Complete 2013	State Proposition 1C
6th St. - H St. to future Railyards Blvd.	* Complete 2013	State transportation
G Street - 5th to 7th Street	Tentative complete 2014	Inland/City/State Proposition 1C pending
Railyards Blvd- Jibboom to 7th Street	Complete 2014	State Proposition 1C
F Street - 3rd to 7th Street	Complete 2014/2015	Measure A land sale



H Street - 3rd to 7th Street	Complete 2014/2015	Measure A land sale
3rd Street - F to I Street	Complete 2014/2015	Measure A land sale
Detention Basin & Pump Station	Complete 2014/2015	Measure A land sale, future Inland, state & ESC project budget
Miscellaneous Signals, Streetlights, etc.	Complete 2015	Measure A land sale, future Inland, state & ESC project budget
Light Rail Improvements	** Tentative – complete 2015	State High Speed Rail connectivity Prop. 1A
Water Mains and Relocate Central Shops Sewer and Water Lines	Complete 2015	Future Inland & ESC project budget
Environmental remediation	** Tentative – complete 2015 with ongoing water & vapor	Union Pacific Railroad, Chartis Policy

\* Construction underway

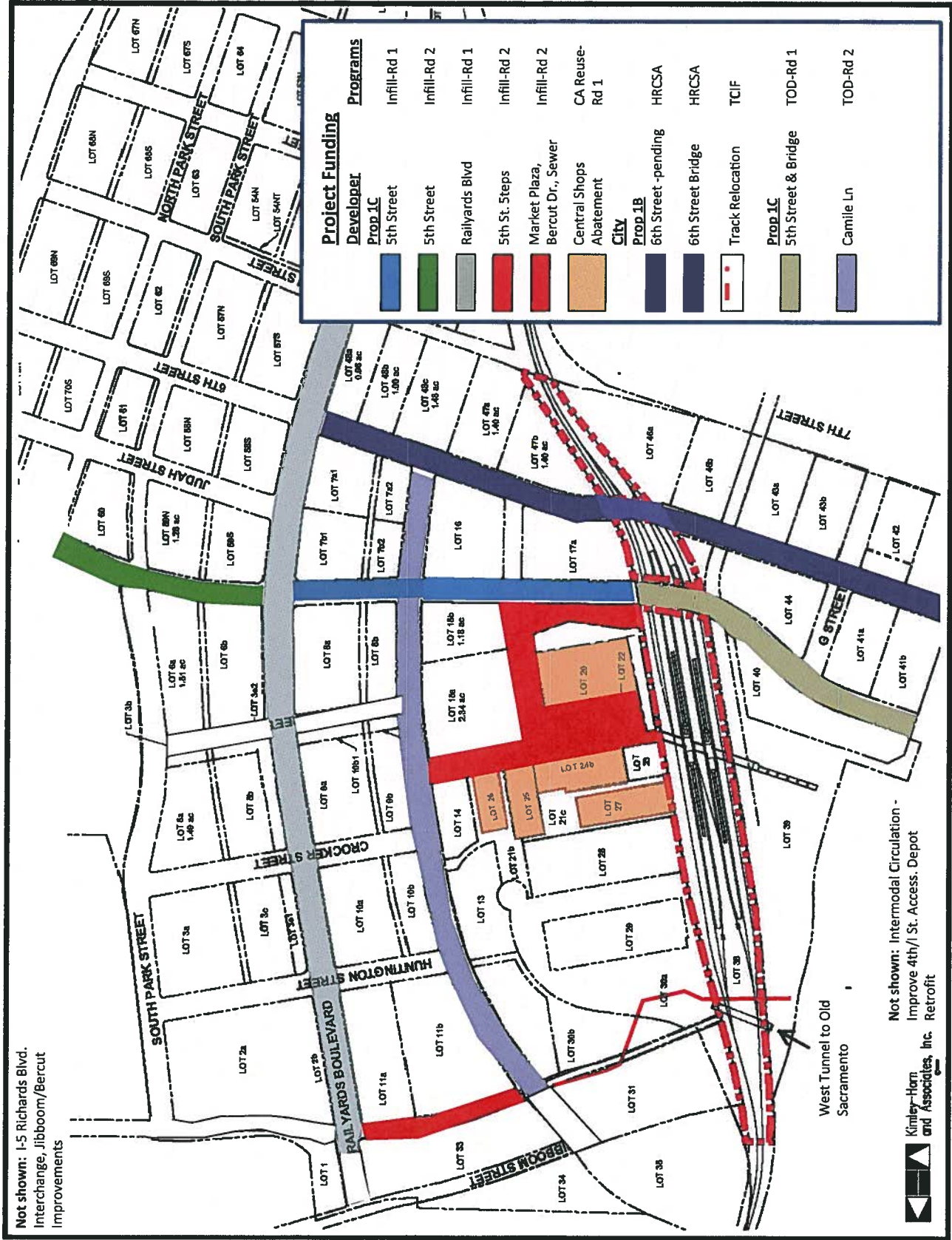
\*\* Cash flow and timing to be addressed

## SACRAMENTO RAILYARDS: PUBLIC FUNDING COMMITMENTS

Source of Funds: Commitment (\$mm)												
Project Name	Grant Recipient/ (Assignee)	Project/ Construction Start	Project/ Construction Completion	Note	Federal		State		City		Developer	TOTAL per chart
					ARRA <sup>(a)</sup>	Fed Sect 9002	Other	Prop 1B	Prop 1C	Measure A		
Track Relocation	City	2Q2011	4Q2012	(b)	\$21.047	\$2.092	\$20.634	\$24.230		\$4.097	\$3.929	\$77.029
West Tunnel (bike/ped)	City	2Q2011	4Q2012	(f)			\$3.479	\$5.267			\$0.700	\$9.446
5th St. North of Tracks and Railyards Blvd	City/Dev	4Q2012	4Q2013	(i)					\$30.000			\$30.000
5th St. South of tracks incl. bridge (H St. to New Tracks)	City/Dev	2Q2010	3Q2013	(c,h)					\$17.000			\$17.000
6th St. Bridges	City/Dev	2Q2010	2Q2011	(d)				\$5.987		\$1.000	\$0.300	\$11.274
6th St. (H St. to Railyards Bl.)	City/Dev	3Q2012	3Q2013					\$7.685			\$8.285	\$15.970
Central Shops Hazardous Materials Abatement	Developer	4Q2009	3Q2010	(g)					\$5.000			\$5.000
Camille Lane, Bercut Drive and Market Plaza	City/Dev	2013	2014	(h)					\$10.865			\$10.865
5th St. to North B St., Market Plaza, Bercut Dr. & 5th St. Steps	City/Dev	2013	2014	(i)					\$20.000			\$20.000
I-5 Richards Interchange, Jibboom & Bercut	City	2Q2011	2Q2012				\$10.600			\$1.700	\$0.700	\$13.000
Sacramento Valley Station Depot Retrofit	City	2Q2011	2Q2013				\$3.087	\$10.439		\$0.679		\$14.205
Intermodal Circulation - Improve 3rd/I and 4th/I Access	City	2Q2012	1Q2013				\$2.800			\$0.400		\$3.200
City purchase of Intermodal & Track Relo property (12/06)	City	4Q2006	n/a							\$42.252	\$12.748	\$55.000
TOTAL -- AWARDED FUNDING			TOTAL	\$0.000	\$21.047	\$2.092	\$40.600	\$53.608	\$82.865	\$50.128	\$13.972	\$281.989
TOTAL					Federal: \$63.739			State: \$136.473		City: \$67.805	Developer: \$13.972	Total: \$281.989
APPLIED FOR BUT NOT AWARDED												
Central Shops Hazardous Materials Abatement	Developer	n/a	n/a	(m)					\$9.750			\$9.750
NOT ADMINISTERED BY THE CITY OF SACRAMENTO												
Sacramento Regional Transit "Green Line"	RT	4Q2009	2012	(j)							\$44.000	\$44.000

## Notes:

- (b) Federal "Other" includes \$2.6mm per Amtrak Commitment letter and \$6.0mm from US Dept of Transportation for new passenger platform; City includes \$6.0mm in Measure A.  
 (c) The \$17mm in funds will be expended in 2 construction bid packages (bridge and roads).  
 (d) Impact Fee - 1st amendment to Assignment and Assumption Agmt (NOTE: the entire project cost was defined by HRCSA as \$11.974mm, including \$3.387mm from developer)  
 (f) Park Fees - 1st amendment to Funding Agreement  
 (g) Prop 1C funds administered by the California Pollution Control Financing Authority (CPCFA)  
 (h) Prop 1C Transit-Oriented Development program  
 (i) Prop 1C Infill Program  
 (j) RT board authorized \$44mm based on October 2009 bond sales and appropriation of local transit funds; administered by the Sacramento Regional Transit Authority, not the City of Sacramento  
 (k) ARRA funds awarded solely for Track Relocation project, Sect. 9002 solely for Rail Relocation projects  
 (m) Nov. 19, 2008 memo from CALREUSE approved \$5mm for immediate use and \$9.75mm subject to future approval and funding availability





THIS AGREEMENT (AG2004-0171A) SUPERCEDES  
AG2004-0171, DATED OCTOBER 26, 2004.

# **AGREEMENT FOR THE CONSTRUCTION AND RELOCATION OF AMTRAK/FOLSOM LINE STATION SITE IMPROVEMENTS**

This Agreement for the Construction and Relocation of Amtrak/Folsom Line Station Site Improvements (the "Agreement") is entered into as of the [31<sup>st</sup>] day of [January], 2005, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("City"), and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation ("RT").

## **Recitals**

A. **WHEREAS**, pursuant to that certain Donation Agreement and Escrow Instructions (the "RT-UP Agreement") made of even date herewith by and between RT and Union Pacific Railroad Company ("UP"), UP is donating certain easements to RT for transportation purposes, including the construction and operation of a light rail station (the "Initial Light Rail Station") at the historic Southern Pacific Railroad Depot and Railyards ("Railyards"), located at I and 5<sup>th</sup> Streets in Sacramento, in connection with RT's Amtrak/Folsom Line Project; and

B. **WHEREAS**, UP, as seller, has entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated as of July 14, 2004, with Millennia Sacramento, III, LLC, a Delaware limited liability company ("Millennia"), as buyer, pursuant to which UP intends to sell the Railyards to Millennia subject to the terms and conditions of said Agreement; all references to UP in this Agreement shall be deemed to be references to Millennia, or any other successor in interest, as applicable; and

C. **WHEREAS**, UP is interested in developing the Railyards and the City is interested in both the private development of the Railyards and the development of the Sacramento Intermodal Transportation Facility ("SITF") at the Railyards; and

D. **WHEREAS**, the development of the Railyards or the development of the SITF likely will require the relocation of the Initial Light Rail Station and related improvements to a new location at the Railyards; and

E. **WHEREAS**, in order to facilitate the potential private development of the Railyards, the easements donated to RT are terminable by UP and subject to relocation to an alternate site at the Railyards; and

F. **WHEREAS**, the City desires to facilitate UP's donation of the Initial Light Rail Station and the subsequent relocation thereof to a new location at the Railyards; and

CITY  
AGREEMENT NO. 2004-0171A



G. WHEREAS, the City and RT previously entered into an Agreement for FTA Grant Funds for Depot Improvements, dated June 26, 2001, pursuant to which RT granted a pass-through of FTA funds to the City for improvements to the Railyards Depot building and parking lot to improve passenger safety, access and appearance; and

H. WHEREAS, the City and RT now contemplate that the FTA grant funds will be used by RT and that the City will not be required to fund the local match requirement of the FTA grant.

#### Agreement

NOW THEREFORE, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to ensure that:

1.1 RT's investment of federal transportation funds in the Initial Light Rail Station is not lost;

1.2 Any future project approved by the City provides for continuous light rail service to the Railyards;

1.3 Replacement light rail facilities are constructed, in the event RT is required to relocate to an alternate site; and

1.4 The City makes available adjacent parking resources to mitigate the impact of parking lost due to RT's Initial Light Rail Station.

2. Amendment of FTA Grant Agreement.

The parties agree to amend the Agreement for FTA Grant Funds for Depot Improvements ("FTA Grant Agreement"), dated June 26, 2001, to reflect the following: (i) RT shall allow reimbursement to the City for design costs incurred by the City; (ii) any request by the City for reimbursement shall not exceed \$180,000.00 and only expenses incurred by City on or before the date of this Agreement are eligible for reimbursement; (iii) RT and the City shall be responsible for their respective portion of the required local match under the FTA Grant Agreement as determined by the amount of grant funds received by each party; and (iv) RT shall complete the Parking Lot Improvements set forth in Section 3.1 and the off-site improvements set forth in Section 3.3.

3. Initial Site Improvements.

3.1 RT shall be responsible for the site improvements for the Initial Light Rail Station including: (i) the acquisition of property from UP; (ii) the design and construction of the track, station platform, electric substation, and related improvements; and (iii) the design and construction of the improvements to the Railyards parking lot as shown on Exhibit A hereto ("Parking Lot Improvements").



3.2 RT shall fully defend, indemnify and save harmless, City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, and whether or not such Liabilities are litigated, settled or reduced to judgment, to the extent such Liabilities (a) are caused by or result from any negligent act or omission or willful misconduct of RT, its subconsultants, subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by RT, or (b) arise from or are in any way related to RT's use, acquisition, improvement, possession or occupancy of the property owned by UP, including, without limitation, Liabilities asserted by UP for lost revenue, compensation, severance damages and any remedy or compensation afforded to UP under Article 1, section 19 of the California Constitution, eminent domain law, or any other law or regulation in connection with the impact of RT's construction of the Initial Light Rail Station on parking located on UP's property.

3.3 RT shall design and construct the following off-site improvements, which are necessary to construct the improvements set forth on Exhibit A: (i) the conversion of Fifth Street to two-way traffic as shown on Exhibit D, and (ii) the pedestrian improvements at Fifth and I Streets, Fifth and H Streets, and near the entrance to Lot W.

#### 4. Relocation of Initial Light Rail Station.

4.1 RT agrees to relocate the Initial Light Rail Station to the new location for such station and related facilities, which shall be determined by the SITF planning process. The replacement property will include (a) a replacement station site at the Railyards, (b) as necessary, replacement right-of-way between the replacement station site and a connection point to RT's preexisting operations, and (c) as necessary, a replacement electric substation ("Replacement Property").

4.2 UP has the right to give notice of termination under the easement for RT's Initial Light Rail Station after the City has given all necessary approvals required to enable implementation of the first phase of the SITF. Prior to giving the foregoing approvals, the City shall ensure: (a) that the Replacement Property has been secured and that RT has the necessary permanent rights to construct, operate, maintain, and replace, its facilities thereon, and (b) that RT's Relocation Expenses (defined below) are fully funded as part of the financing plan for the SITF. Nothing in the preceding sentence shall be construed to require the City to acquire or finance the acquisition of the Replacement Property for RT. The City will, at the earliest opportunity, use its good-faith efforts to identify and pledge a source of funding for such Relocation Expenses. As used in this Agreement, "Relocation Expenses" means all hard and soft costs incurred by RT in relocating the Initial Light Rail Station and related facilities to the Replacement Property,



including without limitation costs for administration, planning, environmental studies, other due diligence activities, design, engineering, construction, and testing, but excluding the cost of acquisition of the Replacement Property.

5. **Grant of Easement for Replacement Parking.** Concurrently with the close of escrow under the RT-UP Agreement, the City shall grant to UP an exclusive easement for the construction, maintenance, operation, use, inspection, and repair of a parking lot on, over, and under, the City's "Parking Lot W" in the City and County of Sacramento, State of California, as such property is depicted in Exhibit B (the "Easement Property") attached hereto and made a part hereof, and more particularly described in the form of Grant of Easement attached hereto as Exhibit C, subject to the terms and conditions set forth herein, any and all applicable federal, state and local laws, orders, rules, regulations, and all matters set forth in the Grant of Easement.

5.1 The Grant of Easement provides that it shall expire on the effective date of the termination of RT's Initial Light Rail Easements (as defined in the Grant of Easement), which the City and RT anticipate will occur within five (5) years after the date first above written. If the Grant of Easement does not expire within five (5) years after the date first above written, then City and RT shall negotiate in good faith the terms and conditions upon which the Grant of Easement may continue in effect without cost to RT. If the City and RT are unable to agree on any such terms and conditions, RT agrees to pay the City the lesser of the following amounts annually until the Grant of Easement expires:

5.1.1 Eighty Thousand Dollars (\$80,000); provided that the foregoing amount shall be adjusted on July 1st each year by multiplying \$80,000 by a fraction, the numerator of which shall be the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average (1982-84=100), or the successor of such index (the "CPI"), for the preceding month of June, and the denominator of which shall be the CPI for September 2004 (i.e., 189.9); or

5.1.2 The net revenue that the City might reasonably have expected to receive annually from parking lot operations on the Easement Property if the Grant of Easement had expired as of the end of the fifth year following the date first above written.

6. **Condition Precedent.** The parties' obligations under this Agreement are conditioned upon the closing of escrow for the RT-UP Agreement and the recordation of easements for the Initial Light Rail Station.

7. **Miscellaneous.**

7.1 **Agreement Expenses.** Except as otherwise provided herein, the parties agree to bear their respective expenses, incurred or to be incurred in negotiating and

preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

7.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

7.3 Entire Agreement. This Agreement, including all Exhibits hereto, is intended as the complete integration of all understandings between the parties, constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless embodied in writing.

7.4 Amendment. No subsequent novation, renewal, addition, deletion, supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the authorized representatives of the party to be bound.

7.5 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.6 Timeliness. The City and RT hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

7.7 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above.



If to the City: City of Sacramento  
City Manager's Office  
730 I Street  
Sacramento, CA 95814  
Telecopy: 916-808-7618

With copy to: City Attorney's Office  
980 Ninth Street, 10<sup>th</sup> Floor  
Sacramento, CA 95814  
Telecopy: 916-808-7455

If to RT: General Manager  
1400 29th Street  
P.O. Box 2110  
Sacramento, CA 95812-2110  
Telecopy: 916-444-2156

With copy to: RT General Counsel  
1400 29th Street  
P.O. Box 2110  
Sacramento, CA 95812-2110  
Telecopy: 916-321-2975

7.8 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, shall be brought in the Sacramento County.

7.9 Effect of Captions and Headings. The captions and headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

7.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.11 Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

7.12 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.



7.13 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

7.14 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

7.15 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

7.16 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement except as necessary to carry out the intent of the parties in entering into this Agreement. In the event any provision in this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or in the event a party asserts that any provision is invalid or unenforceable and the other party does not dispute the assertion, then the parties shall amend this Agreement, or the Agreement shall be reformed, to adjust the terms and conditions as necessary to accomplish the purposes and intent of this Agreement.

7.17 Liabilities. The City agrees to defend, indemnify and hold RT (together with the officers, directors, employees and representatives of RT) harmless from and against all claims, demands, liabilities, causes of action, actions, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) for personal injury, property damage or breach of contract arising out of, or related to, the City's exercise of any rights, or performance or nonperformance of any obligations, under or in connection with the Grant of Easement to UP. The provisions of this Section shall survive the Closing and the delivery of the Grant of Easement.

7.18 Survival. The parties agree that their respective rights, duties and obligations under any provision of this Agreement which by its terms imposes an obligation on RT or the City which is continuing in nature (collectively, the "Surviving Obligations"), shall survive the close of the escrow, or the termination of this Agreement, regardless of whether such termination is effected through mutual agreement or default or breach of this Agreement.

7.19 Not For The Benefit of Others. This Agreement and each and every provision herein is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein shall be construed to create or increase any right in any third party to recover by way of damages or otherwise against either of the parties hereto.



7.20 Attorneys Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs in connection with that action or proceeding, including the cost of the arbitrator appointed by it and the costs and expenses attributable to the services of the third arbitrator, in addition to any other relief to which it or they may be entitled. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement.

7.21 FTA Requirements. RT may, at its option, use funds granted by the FTA to pay various financial obligations arising under this Agreement. If FTA requires any change to this Agreement, both parties agree to negotiate in good faith a reasonable amendment to this Agreement that shall satisfy the requirements of the FTA.

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

**CITY OF SACRAMENTO,**  
a municipal corporation

By: 

By: Ray Kerridge, Asst. City Manager  
For: Robert P. Thomas, City Manager

ATTEST:

By: 

Asst. City Clerk

APPROVED AS TO FORM:

By: 

City Attorney

CITY  
AGREEMENT NO. 2004-0171A



**SACRAMENTO REGIONAL TRANSIT DISTRICT,  
a public corporation**

By: Beverly A. Scott  
Beverly A. Scott,  
General Manager/CEO

**APPROVED AS TO CONTENT:**

By: Michael R. Wiley  
Michael R. Wiley,  
Assistant General Manager  
of Planning & Transit  
System Development

**APPROVED AS TO FORM:**

By: Mark Gilbert  
Mark Gilbert,  
Chief Legal Counsel

CITY  
AGREEMENT NO. 2004-0171A

**Exhibit A**

**Parking Lot Improvements**



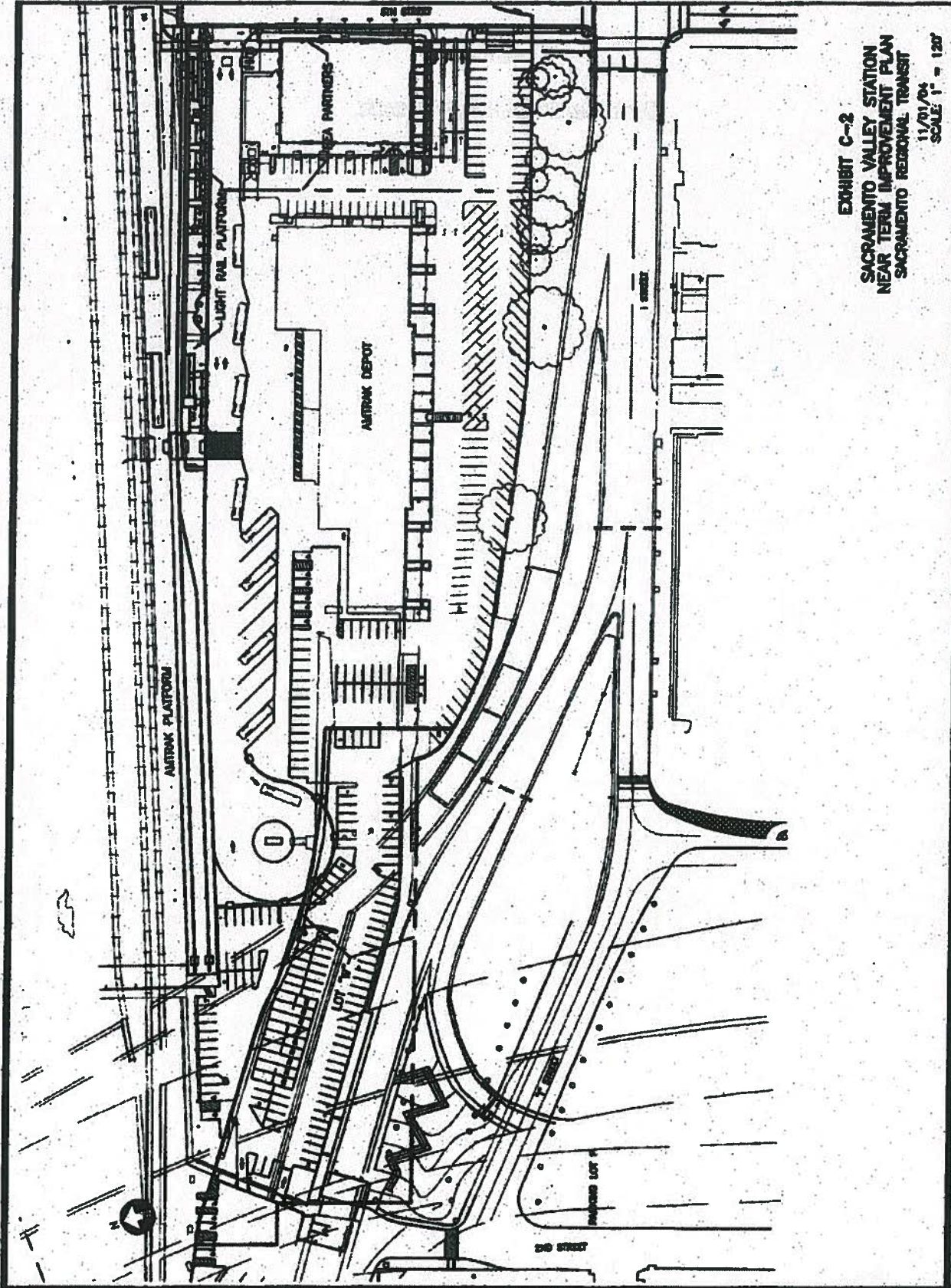


EXHIBIT C-2  
 SACRAMENTO VALLEY STATION  
 NEAR TERM IMPROVEMENT PLAN  
 SACRAMENTO REGIONAL TRANSIT

11/01/04  
 SCALE: 1" = 120'

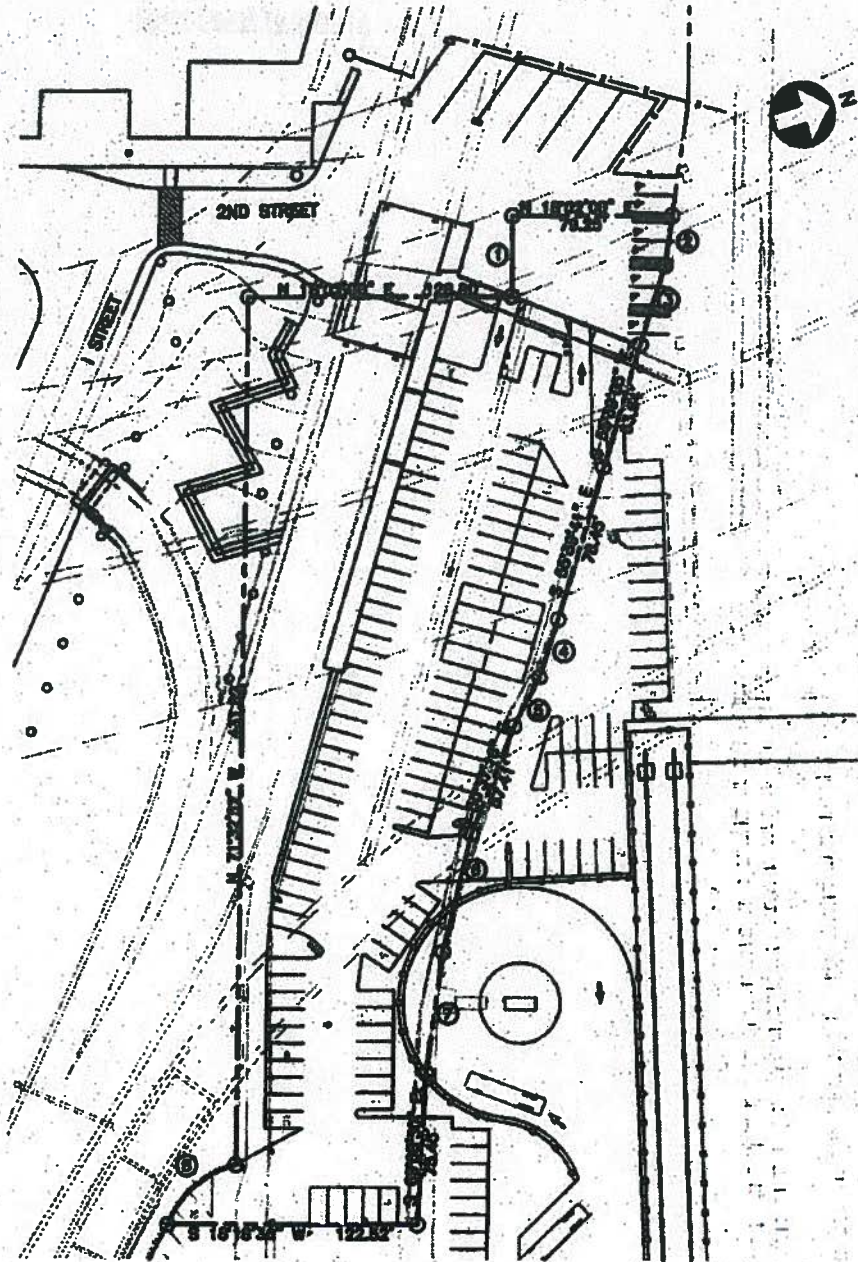
This drawing is a preliminary design and is not to be used for construction. It is subject to change without notice. The user of this drawing assumes all liability for any errors or omissions. The user of this drawing also assumes all liability for any damages or losses resulting from the use of this drawing. The user of this drawing also assumes all liability for any damages or losses resulting from the use of this drawing.



**Exhibit B**

**Depiction of Easement Property**

COURSE TABLE		
STATION	BEARING	DISTANCE
1	N 71°32'02" W	40.00'
2	S 64°16'41" E	25.34'
3	S 64°53'30" E	40.88'
4	S 64°34'23" E	30.17'
5	S 48°07'07" E	27.88'
6	S 38°54'04" E	60.24'
7	S 64°37'37" E	60.80'
8	N 23°01'09" W	44.53' R=48.00'



ELECTRONIC  
FILE NO: Amtrak Parking.dwg  
DRAWN BY: D. LOPEZ  
CHECKED BY: J. GUALCO  
SCALE: 1" = 80'  
DATE: 10/05/04



SACRAMENTO REGIONAL TRANSIT DISTRICT  
ENGINEERING SERVICES DIVISION

EXHIBIT B  
LOT "W"  
CITY OF SACRAMENTO



**Exhibit C**  
**Grant of Easement**



## **PARKING LOT EASEMENT AGREEMENT**

**Recording Requested By:**

**When Recorded, Mail To:**

---

**Space above line for Recorder's use only**

**This instrument is exempt from Recording Fees  
(Govt. Code §27383)**

**This EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005,  
by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), and UNION  
PACIFIC RAILROAD COMPANY, a Delaware corporation ("UP").**

### **Recitals**

**A. WHEREAS, UP and SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), have entered into that certain Donation Agreement and Escrow Instructions ("RT-UP Agreement") dated January 31, 2005, in which UP is donating certain easements ("Initial Light Rail Station Easements") to RT for transportation purposes, including the construction and operation of a light rail station ("Initial Light Rail Station"), at the historic Southern Pacific Railroad Depot and Railyard in Sacramento, California ("Railyard"); and**

**B. WHEREAS, City desires that a light rail station be constructed at the Railyard;  
and**

**C. WHEREAS, in consideration of UP's performance of its obligations under the RT-UP Agreement, City has agreed to grant to UP an easement pursuant to the terms and conditions of this Easement Agreement to construct, maintain and operate certain parking lot improvements, which will require the use of City's Parking Lot W ("Parking Lot Improvements").**

### **Agreement**

**NOW, THEREFORE, the parties do hereby agree as follows:**

**1. Grant of Easement.**

**1.1 Grant of Easement.** For valuable consideration received, City hereby grants to UP an exclusive easement in, on, over, and under the real property situated in the City of Sacramento, County of Sacramento, State of California, known as City's Parking Lot W and as more particularly described in Exhibit C-1 attached hereto ("Parking Lot Easement Property"), for the construction, maintenance, operation, use, inspection, and repair of the Parking Lot Improvements shown on Exhibit C-2 attached hereto ("Parking Lot Improvements"), subject to all limitations, terms, and conditions set forth herein. The Parking Lot Improvements shall become the property of City upon expiration of this Easement Agreement, provided that any improvements added by UP or Platinum Parking of California, Inc. ("Platinum"), subsequent to the construction of the Parking Lot Improvements shown on Exhibit C-2, and the parking lot equipment financed by RT and installed by Vault Technologies on behalf of Platinum pursuant to the terms of the Parking Lot Construction Agreement among UP, RT, Platinum, and REA Partners, may be removed by UP or Platinum, as applicable, following the expiration of this Easement Agreement.

**1.2 Ingress and Egress.**

**1.2.1** The Easement granted hereby shall include an unrestricted right of ingress and egress from and to UP's adjoining property on the East side of the Parking Lot Easement Property, as well as a restricted right of ingress and egress from and to Second Street on the West side (the "Second Street Entrance").

**1.2.2** UP's right to use the Second Street Entrance for ingress and egress shall be unrestricted during the construction of the projects contemplated by (i) the Construction, Operations and Maintenance Agreement between UP and RT; (ii) the Parking Lot Construction Agreement among UP, RT, REA Partners and Platinum Parking; and (iii) the Easement Agreement for Bus Circulation Loop, among UP, RT, and REA Partners; all of which are dated of even date herewith.

**1.2.3** Following the completion of construction activities under the foregoing agreements, UP's right to use the Second Street Entrance shall be limited to monthly pass-holders only.

**1.2.4** Notwithstanding the foregoing, UP may open the Second Street Entrance to all vehicles, only if and when each of the following have occurred: (i) UP or its parking concessionaire shall have provided two (2) or more exit lanes leading from the Railyard to Fifth Street and, at the time of counting queued vehicles under (ii) below, each of the two or more exit lanes are in operation; (ii) the number of cars queued at each exit lane leading from the Railyard to Fifth Street exceeds five (5) cars; and (iii) UP or its parking concessionaire promptly notifies the City Department of Transportation, Parking Division, of such determination by telephone at (916) 808-5110. If all of the foregoing conditions have been satisfied, UP or its parking concessionaire may open the Second Street Entrance to all vehicles and direct vehicles to that exit in addition to the other available exits serving the Railyard to Fifth Street; provided, however, that the unrestricted use of the Second Street Entrance shall continue only so long as



such heavy traffic flows persist within the Railyard (as evidenced by the continued queuing of more than five vehicles at the exit lanes other than the Second Street Entrance) and for a period of not more than one (1) hour thereafter.

1.2.5 The City reserves the right to expand or restrict the times or days that UP may use the Second Street Entrance if the City (i) determines in good faith that the then-current use of the Second Street Entrance is causing undue disruption to the flow of traffic within the Railyard or on Second Street, or (ii) has received written complaints from UP, nearby land owners or business owners, transit riders, or other interested persons. Prior to making any determination that expands or restricts the usage of the Second Street Entrance, City shall give UP and any complaining nearby land owners or business owners, transit riders, or other interested persons, a notice setting a date for a hearing on the matter (which date will not be less than thirty (30) days after the date of said notice). The hearing shall be conducted by the City Manager, or his or her designee which may include, at the City Manager's discretion, an employee of the City or independent hearing examiner. The City Manager shall determine the procedures and rules under which the hearing will occur. City may consider any evidence or testimony at such hearing and shall make a good faith determination whether use of the Second Street Entrance should be expanded or restricted.

2. **Black-Out Dates.** UP is prohibited from using the Parking Lot Easement Property on black-out dates specified by City. On or before December 31<sup>st</sup> of each year, City shall give UP written notice of the black-out dates for the upcoming calendar year, which shall not exceed 32 days. The black-out dates shall correspond to the following events:

2.1 Three (3) days for support vehicles for the Mardi Gras celebration. One (1) day for staging of the Mardi Gras parade.

2.2 One (1) day for support vehicles for Saint Patrick's Day activities. One (1) day for staging of the Saint Patrick's Day parade.

2.3 One (1) day for the Collector Fair vendor vehicles.

2.4 One (1) day for staging of the Jazz Jubilee parade. Six (6) days for staging, and for police and fire command posts, for the Jazz Jubilee. One (1) day for support vehicles for the Pacific Rim Street Festival.

2.5 One (1) day for support vehicles for Fourth of July activities. One (1) day for staging of the Fourth of July parade. Three (3) days for support vehicles for the Bridge-to-Bridge event.

2.6 Five (5) days for support vehicles for the Labor Day Gold Rush Days event. One (1) day for support vehicles for the Fall Collector's Fair.

2.7 Six (6) days to support other City-sponsored events and/or activities.



3. **Large Vehicle and Other Parking.** UP shall maintain, and make available the tour bus, trailer, recreational vehicle, and handicapped-accessible parking spaces shown on the attached Exhibit C-2, which parking spaces will be constructed by RT pursuant to separate agreements.

4. **Expiration of Easement.**

4.1 The grant of easement set forth herein shall expire on the effective date of the termination of the Initial Light Rail Station Easements.

4.2 Upon expiration of this Agreement, UP agrees to execute such documents as reasonably requested by the City in order to clear title to the Parking Lot Easement Property.

5. **Intentionally Deleted.**

6. **Maintenance.** UP shall maintain, repair, and replace (as necessary) the Parking Lot Improvements (shown in Exhibit C-2) in accordance with all applicable laws, rules, and regulations, and in a condition reasonably suitable for the intended uses of the parking lot. The maintenance/repair items shall include, but are not limited to lighting, patching and sealing the pavement, sufficient drainage, fence repairs, wheel stops, striping, and oil spot maintenance.

7. **Indemnity.**

7.1 UP, to the extent it may lawfully do so, waives and releases any and all claims against City for, and agrees to indemnify, defend and hold harmless City, and its officers, agents and employees ("Indemnified Parties") from and against, any loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, City, UP, or any employee of City or UP) for personal injury or property damage caused to any person while on or about the Parking Lot Easement Property which arises from or relates to any use of the Parking Lot Easement Property by UP or any invitee, licensee or lessee of UP, any act or omission of UP, its officers, agents, employees, licensees, lessees or invitees, or any breach of this Easement by UP. The existence or acceptance by City of any insurance policies or coverages shall not affect or limit any of City's rights to indemnity and defense as set forth above, nor shall the limits of any such insurance limit the liability of UP hereunder. The foregoing provisions of this Section shall survive any expiration of this Agreement.

7.2 City, to the extent it may lawfully do so, waives and releases any and all claims against UP for, and agrees to indemnify, defend and hold harmless UP and Platinum, their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, City, UP, or any employee of City or UP) for personal injury or property damage caused to any person while on or about the Parking Lot Easement Property which arises from or relates to any use of the Parking Lot Easement Property by City or any invitee, licensee or lessee of City, any act or omission of City, its officers, agents, employees, licensees, lessees or invitees,

or any breach of this Easement by City. The existence or acceptance by any Indemnitee of any insurance policies or coverages shall not affect or limit any of the Indemnities' rights to indemnity and defense as set forth above, nor shall the limits of any such insurance limit the liability of City hereunder. The foregoing provisions of this Section shall survive any expiration of this Agreement.

8. **Remedies.** City shall have all remedies available at law or in equity, including the right to sue for damages and/or seek injunctive relief in the event of UP's breach hereof and failure to cure such breach within the time periods set forth in the following sentence. UP shall have the right to cure any such breach within thirty (30) days following receipt of said written notice. If the breach cannot reasonably be cured within said thirty (30) day period, UP shall not be in default if it commences to cure the breach within said thirty (30) day period and thereafter diligently prosecutes the cure to completion. This Easement Agreement may not be terminated until the expiration date set forth in Section 4.1.

9. **Possessory Interest Taxes.** UP acknowledges that this Easement Agreement may create a possessory interest subject to property taxation and agrees that the payment of any such taxes shall be UP's sole responsibility. City makes no representations to UP as to the current amount of such taxes or the amount that will be assessed upon completion of any improvements by UP. UP shall pay all such taxes when due.

10. **Compliance With Laws.** UP shall comply with all federal, state, and local laws and regulations, and all rules, regulations, or orders promulgated by any court, agency, municipality, board, or commission, applicable to the construction, maintenance, repair, and operation of the Parking Lot Improvements. If any failure by UP to comply with such laws, regulations, rules, or orders should result in any fine, penalty, cost, or charge being assessed against City or RT, UP shall promptly reimburse City or RT for such amount.

11. **Assignment.** UP may assign this Easement Agreement to any person or entity acquiring UP's interest in the Sacramento Amtrak Depot property. Otherwise, this Easement Agreement shall not be assigned by UP without the prior written consent of City. Except as set forth in the first sentence of this section, any purported assignment by UP of this Easement Agreement or any interest hereunder without the prior written consent of City shall be void and of no effect.

12. **Binding Effect.** This Easement Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, except as otherwise provided herein.

13. **Attorney's Fees.** If any legal action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Easement Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs in connection with that action or proceeding, in addition to any other relief to which it may be entitled.



14. **Nonwaiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or waiver of any subsequent breach either of the same or of another provision of this Easement Agreement.

15. **Modification.** No waiver, alteration, modification, or termination of this Easement Agreement shall be valid unless made in writing and signed by the parties hereto.

16. **Ambiguities.** The parties have each carefully reviewed this Easement Agreement and have agreed to each term of this Easement Agreement. No ambiguity shall be presumed to be construed against either party.

17. **Headings.** The headings and captions in this Easement Agreement are included for reasons of convenience only and shall not affect the construction or interpretation of any of its provisions.

18. **Counterparts.** This Easement Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

19. **Recitals and Exhibits.** The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Easement Agreement.

20. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior oral or written agreements, promises, negotiations, representations, or modifications concerning this instrument not expressly set forth in this Easement Agreement shall be of no force and effect unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CITY OF SACRAMENTO,  
a municipal corporation**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT C-1**

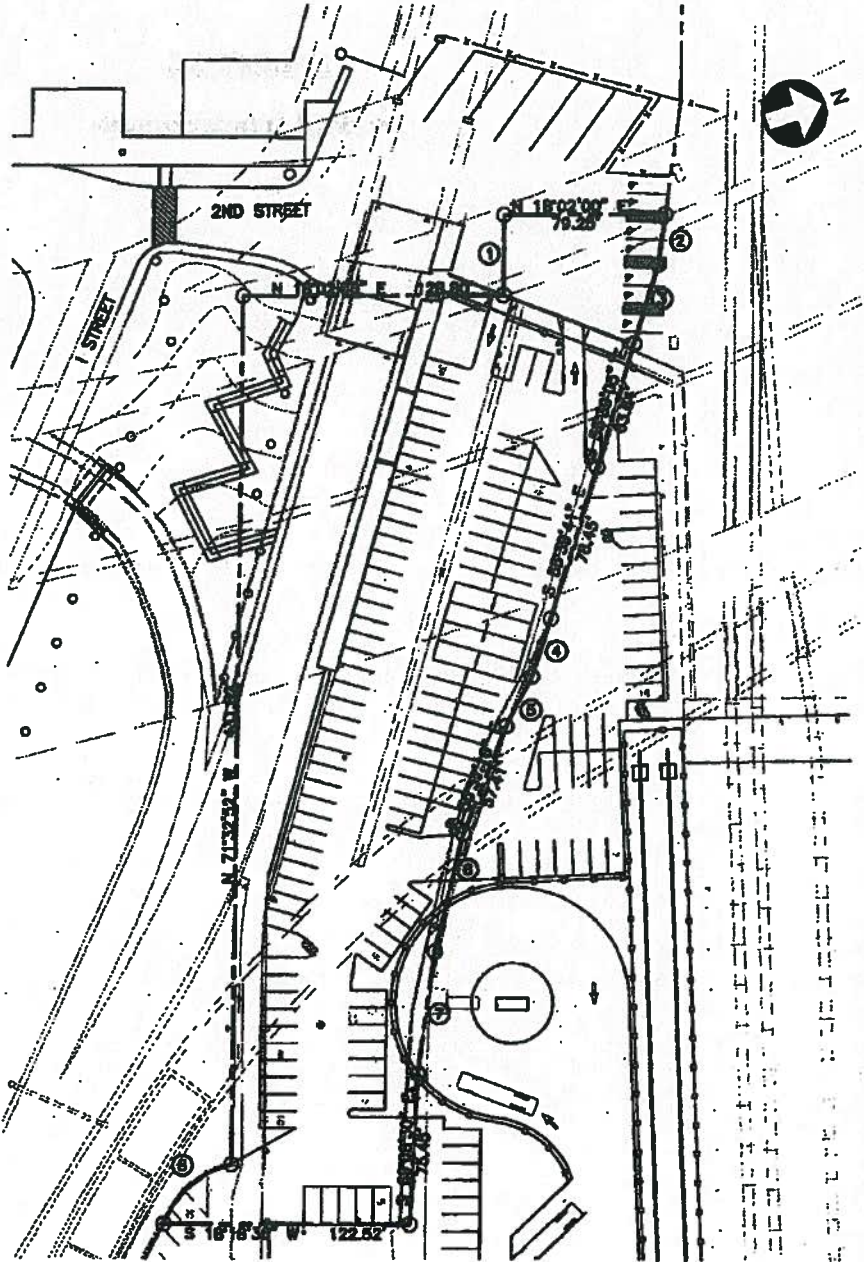
**Parking Lot Easement Property**

All that certain real property located in the City of Sacramento, County of Sacramento, State of California, described as follows:

Commencing at the intersection of Second and "I" Streets as said intersection is shown and so designated on that certain Record of Survey filed in the Sacramento County Recorder's Office in Book 26 of Surveys at Page 18; thence along the center line of said Second (2nd) Street North 18°02'00" East 328.80 feet to a point in the southerly line of Union Pacific Railroad Company's right of way, said point being the True Point of Beginning; thence continuing along said center line North 18°02'00" East 79.25 feet to a point that is 31.58 feet southerly, measured at right angles from center line of said Company's mainline track (Sacramento - Ogden) at or near Engineer Station 3164+65; thence South 64°16'41" East 25.24 feet; thence South 54°53'30" East 40.98 feet; thence South 55°39'05" East 63.64 feet; thence South 55°39'41" East 78.45 feet; thence South 54°34'23" East 30.17 feet; thence South 45°07'09" East 27.55 feet; thence South 50°37'16" East 57.41 feet; thence South 58°54'04" East 60.24 feet; thence South 64°37'37" East 60.90 feet; thence South 69°08'30" East 75.45 feet; thence South 18°18'36" West 122.52 feet; thence along the arc of a 48.00 foot radius curve which is concave easterly, said arc being subtended by a chord which bears North 23°01'42.6" West 44.83 feet; thence North 71°32'52" West 431.82 feet; thence North 18°02'00" East 128.80 feet; thence North 71°32'52" West 40.00 feet to the Point of Beginning and containing an area of 1.598 acres, more or less.

# COURSE TABLE

#	BEARING	DISTANCE
1	N 71°32'52" W	40.00'
2	S 84°16'41" E	25.24'
3	S 54°53'30" E	40.98'
4	S 54°34'23" E	30.17'
5	S 45°07'07" E	27.55'
6	S 58°54'04" E	60.24'
7	S 54°37'37" E	60.90'
8	N 23°01'09" W	44.83' R=48.00'



ELECTRONIC  
FILE NO: Amtrak Parking.dwg

DRAWN BY: D. LOPEZ

CHECKED BY: J. GUALCO

SCALE: 1" = 80'

DATE: 10/05/04



Regional  
Transit

SACRAMENTO REGIONAL TRANSIT DISTRICT  
ENGINEERING SERVICES DIVISION

EXHIBIT B  
LOT "W"  
CITY OF SACRAMENTO

CITY  
AGREEMENT NO. 2004-0171A



**EXHIBIT C-2**

**Parking Lot Improvements**





11/01/04  
SCALE: 1" = 120'



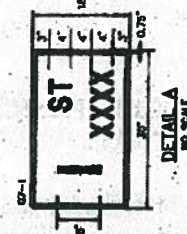
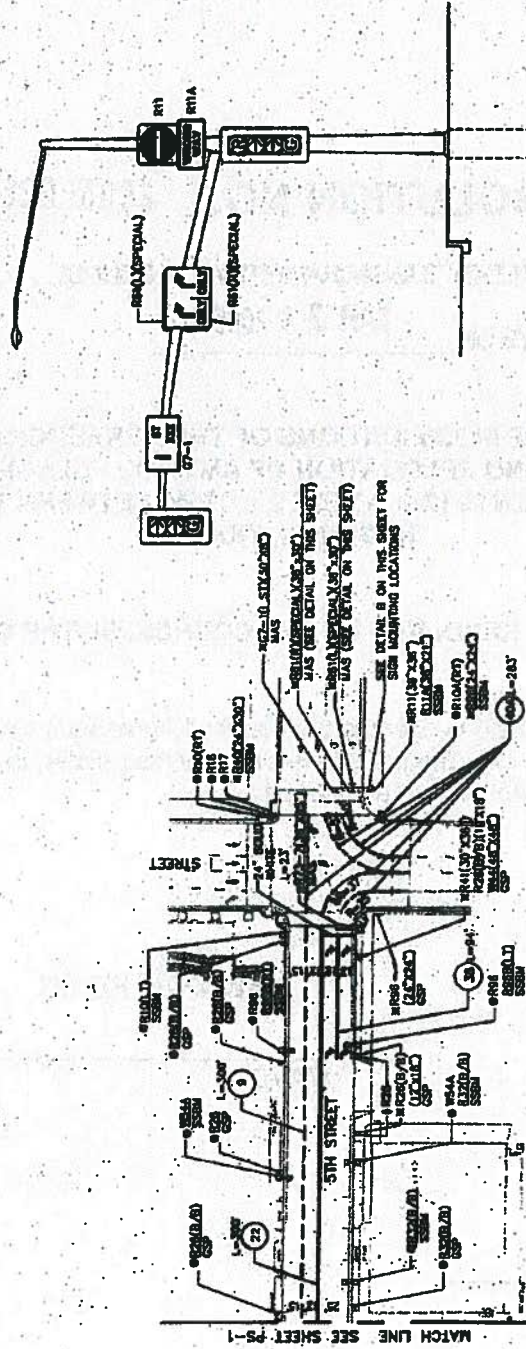
**Exhibit D**

**Fifth Street Conversion**



**NOTE:**

1. SEE SHEET PS-1 FOR STOPPING GENERAL NOTES AND LEGEND.



**DETAIL B**  
NO SCALE

**R61(L) (SPECIAL) SIGN DETAIL**  
NO SCALE

**R61(R) (SPECIAL) SIGN DETAIL**  
NO SCALE

ACCEPTED BY: _____ DATE: _____ JAMES L. LANE, FIDM CITY TRAFFIC ENGINEER		PROJECT ENGINEER: _____ APPROVED BY: _____ DRAWN BY: _____ CHECKED BY: _____		SCALE: VERTICAL: _____ HORIZONTAL: _____ ORIGINAL SCALE: _____ INCHES: _____ FEET: _____		REVISIONS: NO. _____ DATE _____ BY _____ DESCRIPTION _____	
AMTRAK/PSOM CORRIDOR LIGHT RAIL EXTENSION 'AMTRAK' EXTENSION PAVEMENT STRIPING AND SIGNING 6TH STREET		REGIONAL TRANSIT		PSOMAS PROJECT NO. _____ SHEET NO. _____ TOTAL SHEETS _____ Y&C Y&C ENGINEERING, INC. 1000 N. 10TH STREET, SUITE 100 DENVER, CO 80202 (303) 733-1111		PS-3 SHEET OF	

# Sacramento Entertainment & Sports Complex Site Planning Assistance and AB 900 Coordination

## Site Planning Assistance

It is our understanding that the Development Team and their consultant Populous Architects have prepared a schematic level diagram of the proposed arena to be located within the former Railyards in the City of Sacramento. A clear and defined project description is central to successful and timely preparation of the EIR; however, there remain some site planning challenges that are yet to be resolved. The site planning issues are primarily focused on the footprint of the facility and the ability to provide adequate space for service vehicle and bus access, convenient pedestrian connections to the ESC and all other transit modes, the relationship to surrounding uses and structures, the potential future location of the planned Sacramento Intermodal Transportation Facility (SITF), potential joint development sites, and the location of a planned VIP Parking Structure. Potential solutions that have been discussed, in concept, involve adjustments to the footprint of the ESC which could, in turn, affect (1) the amount of land to be set aside for public plazas, particularly on the east side of the building, (2) the approximate location and relationship to the proposed SITF, (3) the proposed view corridor between the Depot and the Central Shops, and (4) the corridors for public movement of pedestrians to destinations such as Old Sacramento, the proposed Railroad Technology Museum, the waterfront, downtown, and the other locations within the Railyards, including the City's concept for the high-speed terminal east of 6th Street.

Some of the issues described above may have been resolved by various members of City staff; but at this point in time not all issues have been resolved or located on a site plan suitable for environmental review. Within this scope of work, the initial effort will be to compile all of the known elements onto one layout plan for critique by both AECOM and the City, then revise up to two times to address the issues above and put into AutoCad. The final product will then be provided to the Development Team and will be used in the Project Description in the ESC EIR.

The work will be undertaken by AECOM sports facility architects, civil engineers, and site planners, and transportation engineering staff at Fehr & Peers (under a

separate contract to the City). Due to the urgency of the effort, we assume the work would be completed within a six to eight week time frame.

## Work Plan

### Task 1.1: Clarify What is Known and Site Tour

AECOM will meet with City staff to understand what portions of the project still need resolution and gather information including drawings of the proposed arena footprint, any updates to the Intermodal Facility, updates/changes to the street network including ROW's and easements to remain, layouts/plans of the proposed pedestrian paths and tunnel access ramps, any changes to the existing buildings such as the Depot, and the light rail platform and streetcar track realignments. All relevant drawings including the Populous arena drawings and the preliminary layouts produced by the City's urban design staff should be presented to AECOM in hard copy and as digital files that can be scaled.

Following the data collection and meeting, the AECOM team will walk the site with City staff to understand the important issues that will drive placement of facilities.

#### Task 1.1 Deliverables:

- Meeting minutes describing the conversation and what information if any is still required.

### Task 1.2: Assemble Information/Create Single Sheet Site Plan

AECOM will locate all of the various elements on a single sheet so that they can be analyzed for clarity and purpose. This task should be completed within several days of receipt of the digital files. AECOM staff will review and be prepared to discuss our thoughts for how to modify the Plan with City staff as noted in Task 1.3

#### Task 1.2 Deliverables:

- Site Plan with known elements to a defined scale.



### Task 1.3: Stakeholder Interviews, Site Plan Solutions, and Public Workshop

AECOM will participate in a one-day stakeholder interview session to ascertain viewpoints on land use, circulation, adjacencies, desired public open space, parking locations, historic preservation, etc. It is anticipated that ICON and Populous will participate in these interviews, as well as other City-identified stakeholders. At least three AECOM personnel will be present for the interviews. The interviews will be set-up by the City and conducted in a location chosen by the City. The interviews will be ULI format, with the AECOM team asking key questions and recording the thoughts in a confidential atmosphere. No participant will be cited directly or mentioned in any public presentations.

Following the stakeholder interviews, a second meeting with the City will occur to discuss what elements need to be adjusted to allow the project to move forward. This could involve changes to the physical structure to allow for better efficiency of space and access, simple movement shifts of the arena to the east or west, adjustments to the street grid, redirection of bus access, framing of how the Intermodal Facility should interact with the arena plaza spaces, alternatives for pedestrian access, etc. The outcome of this task is to suggest enough changes that provide certainty to how the footprint of the building and its associated outdoor public space would be configured. AECOM will prepare potential solutions or refinements to the basic building blocks of the Plan suitable for public review.

Prior to the public at-large being invited to view the week's progress, the AECOM team will conduct a small workshop with key stakeholders identified previously to gain their feedback. The final element of Task 1.3 will be a public workshop where the team will vet the potential solution(s) with the public in a facilitated workshop setting. AECOM assumes that the City will invite the public, find a suitable location, and collaborate in the workshop by providing various experts in transportation, utility design, and knowledge of the intermodal transfer facility program and railyards issues. We understand that given the sensitivity of the issues that there may not be consensus on a particular scheme, but that the goal will be to solicit feedback from as many different participants as possible.

#### Task 1.3 Deliverables:

- Two sketch refinements of Site Plan to demonstrate potential layout options for the arena, intermodal facility and related infrastructure.
- Public Workshop Notes summarizing outcomes.

### Task 1.4: Adjustments to the Site Plan

Following the public workshop and confirmation on what elements need to be revised, AECOM will prepare an AutoCad revised layout Site Plan.

#### Task 1.4 Deliverables:

- Revised Auto Cad Site Plan

### Task 1.5: Confirm Site Plan

A third meeting will occur with City staff to analyze the suggested changes to the Site Plan to allow the EIR to move forward within a certain known set of constraints. Future projects such as the Intermodal Facility will occur; however, the area that is to be studied as part of the EIR will have some clarity to allow for assessment of potential impacts. City staff will give a final set of comments to the Site Plan.

#### Task 1.5 Deliverables:

- Meeting Minutes

### Task 1.6: Final Site Plan

Following the meeting with the City, AECOM will make one last round of changes as necessary.

#### Task 1.6 Deliverables:

- AutoCad site plan to scale for use by the environmental team.

### Task 1.7: Final Site Plan Presentation

AECOM Senior Planners and Designers, Allen Folks, William Crockett, and Andre Brumfield, will present the unveiling of the Final Site Plan in a public meeting. It is assumed the City will notice the meeting and provide the location.

#### Task 1.7 Deliverables:

- Final Site Plan and associated graphics to explain the concept. This will include 3D massing diagrams prepared in Sketch-up or REVIT as appropriate.

### AB 900 Coordination

AECOM's planners and atmospheric scientists will assist the City's in its consideration of potential AB 900 certification and will coordinate with the California Air Resources Board (ARB) to identify the steps and analytical methodologies necessary for the ESC to meet AB 900 requirements.

## Task 2 AB 900 Agency Coordination

Certifying a project under AB 900 is a new process that requires coordination between ARB and the CEQA lead agency, and requires approval from the Governor. As the AB 900 certification process is separate from the CEQA process, additional documentation/coordination will be necessary, however the exact level and content of coordination that will be necessary has not at this point been precisely determined. To date, ARB has reviewed only one AB 900 application for a solar farm. Nonetheless, from an environmental analysis perspective, there are two aspects of AB 900 that require evaluation:

1. The project must achieve a 10-percent or greater standard of transportation efficiency than for comparable projects. In this case, the existing Power Balance Pavilion would be considered a comparable project. Transportation efficiency equates to the number of vehicle trips by employees, visitors, or customers divided by the total number of employees, visitors, and/or customers. (PRC § 21180 (b) and (c))
2. The project must not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation. (PRC § 21183)

The ARB, which assumes primary responsibility for vetting the methodologies associated with analysis under AB 900, has yet to issue specific guidance related to its implementation. As a result, AECOM anticipates meetings between ARB, the City, Fehr & Peers Associates (FPA), the Governor's Office of Planning and Research (OPR) and AECOM technical experts will be required in order to finalize the methodologies associated with the analysis of GHG emissions pursuant to AB 900 certification. Up to four meetings are anticipated to determine the methodologies that will be used in the analysis. It is anticipated those meetings would occur in Sacramento, resulting in less travel time for AECOM, FPA, ARB, OPR and City staff. Once the methodology has been agreed upon by all of the relevant parties, AECOM will continue to coordinate with ARB, FPA, and the City to ensure a high level of communication. Because the ARB has only processed one project through AB 900 previously, and that the ESC project is so complicated, close and frequent communication with ARB and City will be required.

Upon determination of methodologies that would be acceptable to ARB, AECOM will work with the City to determine preliminary costs associated with pursuit of and qualification for AB 900 certification for use by the City in future funding determinations. This would include additional analytical modeling and information regarding the purchase of carbon credits. AECOM anticipates that up to two additional meetings between the City, FPA, and AECOM may be necessary to determine a cost estimate.

It should be noted that although the responsibility for AB 900 implementation largely lies with the City and ARB, AECOM recommends, and has included as part of our budget, two coordination meetings with the Sacramento Metropolitan Air Quality Management District.

### Task 2 Deliverables:

- Attend two preliminary coordination meetings with SMAQMD and City staff.
- Attend four meetings with ARB and City staff to discuss methodology and project analysis.

## Schedule

It is expected that the tasks described above will be undertaken and completed during a 6-8 week period.

## Cost Estimate

The cost estimate for completion of the Site Planning Assistance and AB 900 Coordination tasks is:

Tasks 1.1-1.6: \$61,690

Task 1.7: \$14,400

Task 2: \$13,790

Project Mgt: \$5,000

Expenses: \$5,000

Total: \$99,880

## Assumptions

- Minimal architecture redesign on the arena may be required; however, the primary assignment is to ensure the various public elements of the project including circulation are fundamentally sound and sized appropriately.
- No 3D visualizations are required; AECOM may perform a simple Sketch-Up or REVIT analysis to determine view corridor impacts to the historic Depot and Central Shops buildings including the Railroad Technology Museum, if necessary.
- All components that are part of the area to be studied within the EIR scope of work are transmitted to AECOM in digital format.
- Design of a new Intermodal Facility is not part of the assignment; however, understanding the relationship of



that facility as known by the City currently to the arena is to be examined.

## Sacramento Entertainment & Sports Complex Site Planning Assistance and AB 900 Coordination

Fehr & Peers will support AECOM and City of Sacramento staff in preparing a site plan for the Sacramento Entertainment & Sports Complex (ESC) that is suitable for incorporation into a project description for the ESC EIR. We understand the urgency of this effort, and that the work will be accomplished in a six to eight week time frame.

### WORK PLAN – SITE PLANNING ASSISTANCE

#### Task 1.1: Clarify What is Known and Site Tour

Fehr & Peers will participate in a site tour with the AECOM team and City staff to understand the important issues that will drive placement of facilities. Three staff will be present for the tour.

Prior to the tour, we will attend a preparatory meeting with City staff to obtain copies of schematic diagrams that have been prepared and discuss transportation-related issues. Based on this meeting, we will prepare a brief white paper that describes the key vehicle access routes, parking locations, and pedestrian routes to/from the ESC. The white paper will be used to inform discussions related to transportation access and facility design. The graphics can also be used for subsequent workshops.

#### Task 1.2: Assemble Information/Create Single Sheet Site Plan

We will obtain AutoCAD or GIS files from City staff showing planned roadway improvements in the vicinity of the ESC site as well as the most recent aerial of the study area. We will prepare an aerial map showing the planned roadway network for use in the site planning efforts, and discussions as to whether modifications or enhancements to the planned "off-site" roadway network may be needed to facilitate access to the ESC.

#### Task 1.3: Stakeholder Interviews, Site Plan Solutions and Public Workshop

We will participate in a one-day stakeholder interview session. Following the interviews, we will attend a meeting with City staff and participate in subsequent site planning efforts, a small workshop with the Council ad-hoc Committee and key stakeholders, and a public workshop. The purpose of this effort is to develop site plan alternatives, refine them for public presentation and comment, and identify a preferred plan. We understand this will be accomplished in a concentrated, four-day, all-day format. Bob Grandy will participate in all sessions, and will be supported by staff during portions of the meetings.

#### Task 1.4: Adjustments to the Site Plan

We will work with AECOM to prepare a revised Site Plan for presentation to City staff.

#### Task 1.5: Confirm Site Plan

We will attend a meeting with City staff to review and assess the Draft Final Site Plan.

#### Task 1.6: Final Site Plan

We will work with AECOM to incorporate City staff comments and prepare a final Site Plan.

#### Task 1.7: Final Site Plan Presentation

We will attend a public meeting to assist in presenting the Final Site Plan.

### WORK PLAN – AB 900 COORDINATION

#### Task 2.0: AB 900 Agency Coordination

We will attend two preliminary coordination meetings with SMAQMD and City staff, and four subsequent meetings with ARB and City staff.

**Sacramento Entertainment & Sports Complex  
Site Planning Assistance and AB 900 Coordination**

The purpose of these meetings is to identify and finalize methodologies associated with the analysis of GHG emissions pursuant to AB 900 certification. Two staff will be present for the meetings. Subsequent to these meetings, we will attend up to two additional meetings with City staff and AECOM to determine a cost estimate for completing the AB 900 certification.

**SCHEDULE**

We understand that the tasks described above will be undertaken and completed during a 6-8 week period.

**COST ESTIMATE**

We will complete the above tasks for the a total fee of \$46,800. The study budget includes a base budget of \$39,300 and a contingency of \$7,500 in the event that attendance at additional meetings, technical analysis, and/or graphics/GIS support may be needed to complete the effort.

ELEMENT	COST
Tasks 1.1-1.6	\$ 29,670
Task 1.7	\$ 500
Task 2.0	\$ 7,400
Contingency	\$ 7,500
Expenses	\$ 1,730
<b>TOTAL</b>	<b>\$ 46,800</b>

**ASSUMPTIONS**

- All components that are part of the area to be studied are transmitted by AECOM or City staff to Fehr & Peers in digital format.
- While design of a new Intermodal Facility is not part of the assignment, we understand that integration of the planned facility in the overall site, based on work completed to date by City staff and others, is a key goal of the effort.



City of Sacramento  
ESC Site Planning Schedule  
AECOM and Fehr Peers

ESC Site Planning Schedule

Tasks	Weeks	April 30- 4-May	May 7-11
1.1 Clarify what is known and site tour			
1.2 Assemble Information/Create Site Plan			
1.3 Stakeholder Interviews, Site Plan Solutions, and Public Workshops		(April 9-11, Interviews on 9th, workshops on evenings of 11th and 12th)	
1.4 Adjustments to the Site Plan			
1.5 Confirm Site Plan			
1.6 Final Site Plan			
1.7 Final Site Plan Presentation			May 9th



# Sacramento Entertainment & Sports Complex Off-Street Parking Inventory

## Legend

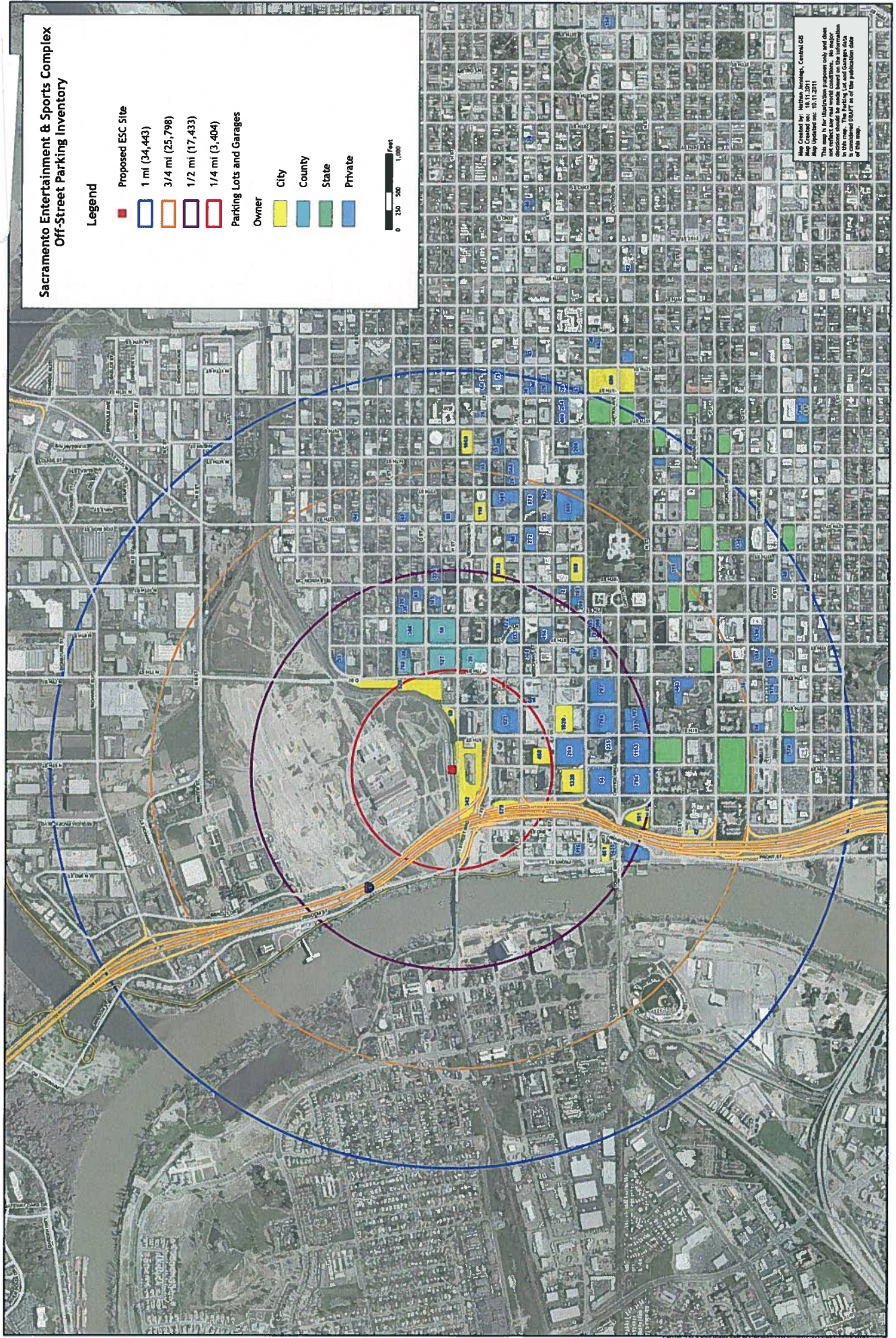
- Proposed ESC Site
- 1 mi (34,443)
- 3/4 mi (25,798)
- 1/2 mi (17,433)
- 1/4 mi (3,404)
- Parking Lots and Garages

## Owner

- City
- County
- State
- Private



Map Created by: Urban Edge Group, Central GIS  
Map Updated on: 10-11-2011  
This map is for informational purposes only and does not constitute a guarantee, warranty, or representation of any kind. The information contained herein is based on the information provided to the Urban Edge Group by the City of Sacramento. The Urban Edge Group and Central GIS are not responsible for any errors or omissions in this map.





**Desmond Parrington**

**From:** Townsley, Maggie [MTownsley@icfi.com]  
**Sent:** Monday, March 26, 2012 4:24 PM  
**To:** Fran Halbakken; Desmond Parrington  
**Subject:** SITF Excavation Documents and Potential for Encountering Culutral Resources during ESC Construction  
**Attachments:** Figure\_3c.pdf

Hi Fran and Desmond:

In response to your question, the potential to uncover buried archeological sites (historic and prehistoric) during construction of the ESC does exist, although much (not all) of the city-owned property has been previously disturbed during numerous episodes since the 1800s and has fill of up to 18-20 feet in depth in some (not all) places. I understand from you that construction of the ESC would involve excavation up to 16 feet in depth, which is a depth we reviewed for the SITF NEPA analysis. Below is a brief description of the potential for encountering cultural resources (prehistoric and historic), based on our analysis and experience at the site over the past several years.

**Prehistoric Archeology**

Based on the NEPA analysis (the relevant cultural resources files for the SITF are located on the FTP site) and subsequent excavations, the known extent of the fill, and past uses of the site, the likelihood of encountering prehistoric archeological sites (e.g., Native American) north of the existing railroad tracks is pretty low; south of the tracks, the potential is somewhat higher. To date, we have not uncovered any prehistoric or Native American sites or features during trenching or construction activities.

**Historic Archeology**

It is likely that construction of the ESC will encounter buried historic archeological resources. However, based on the trenching we have done to date at the SITF site (see the attached Figure 3c which we also uploaded to the FTP site) and observations during construction, the "finds" or "discoveries" that have been located via excavation have been non-significant. When there has been a discovery during the SITF construction, we have been able to get a crew in there, review the find, and get construction back on track within 3-4 days, so the construction delays have been pretty minimal—with results that have shown non-significance to date.

I am not sure how you are addressing the potential for encountering cultural resources in the EIR for the construction phase of the ESC project, but we recommend that the City include mitigation to conduct the basic map research (using Sanborn FIRE Insurance maps) and presence-absence testing where the research shows potential sites before construction to reduce the potential for encountering finds (thus reducing delays). The Sanborn maps at the Railyards have been good indicators of what could be buried with an approximate 80% accuracy for any particular location.

**Documentation**

The list of documents we have uploaded to the FTP site include (these are big documents and are at 99% upload as of this email) the following 5 files:

- Latest area of potential effects (APE) modification figure, showing the location of trenches in the vicinity of the proposed ESC
- HPSR Package
- Archaeological Resources Treatment Plan
- APE modification memo for the tunnel ramps
- Preliminary Extended Phase I/Phase II Excavation Report

If you need clarification or additional explanation, please let me know.



Thanks!

maggie

**MAGGIE TOWNSLEY** | Vice President | t 916.737.3000 |m 916.752.0948 | [mtownsley@icfi.com](mailto:mtownsley@icfi.com) | [icfi.com](http://icfi.com)

**ICF INTERNATIONAL** | 630 K Street, Suite 400, Sacramento, CA 95814 | f 916.737.3030

In January 2010, ICF Jones & Stokes became ICF International.  
Check out [icfi.com/evolution](http://icfi.com/evolution).



Please consider the environment before printing this e-mail.



City of Sacramento  
Original Copy  
(Please Return to City Clerk)

## **MEMORANDUM OF UNDERSTANDING**

### **California High Speed Rail Authority – City of Sacramento**

This Memorandum of Understanding between the California High Speed Rail Authority (“Authority”) and the City of Sacramento (“the City”) concerns the parties’ respective efforts to undertake planning and design activities for certain passenger rail projects in a cooperative manner as described below. The parties to this Memorandum of Understanding share the common understanding that is stated below:

A. The Authority is responsible for preparing a plan and design for the High Speed Train (HST) system, conducting environmental studies and obtaining necessary permits, and undertaking the construction and operation of a high-speed train passenger network in California. Included in the Authority’s work is planning for HST service between Sacramento and Merced and between the Merced area and San Francisco via the Pacheco Pass. Pursuant to its statutory duties, the Authority will be acting as a lead agency in preparing project level environmental impact reports (“EIRs”) for high-speed train service in the above-described areas.

B. The City has been developing plans and conducting various environmental studies pertaining to the Sacramento Intermodal Transportation Facility (SITF) project.

C. The City’s plans for this multi-modal transportation facility will accommodate several transportation and transit systems, and will allow for the Authority to add high-speed rail to this facility in the future.

D. Given the foregoing, the parties agree that the location of the high speed rail Sacramento station at the SITF, and the operation of the high-speed train system, particularly between Sacramento and Merced and between the Central Valley and the Bay Area, are matters which concern both parties. It is each parties’ objective to contribute to enhanced passenger rail transportation opportunities for the public in the Sacramento region.

The parties, therefore, intend to undertake their respective planning and environmental studies in a cooperative manner as follows:

1. The parties will cooperate fully in their respective work in planning their respective projects and throughout the preparation of the parties’ respective technical studies, reports, and environmental documents, and other directly related planning and project activities.

2. The parties will share the results of their work, including technical studies, and will confer at regular and frequent intervals, so that each party has the opportunity to share its views and comments with the other party and so that the parties may identify additional areas in which they can work cooperatively for the planning and implementation of their respective projects.



**2009-0728**

With: High Speed Rail Authority  
Title: Sacramento Intermodal  
Transportation Facility Project  
Authorization: Reso 2009-511

3. Each party will encourage public awareness and undertake public outreach efforts to involve the public in the planning and environmental review processes in which the parties are engaged for their respective projects.

4. Each party may use the products of any technical studies and reports generated by the other party in a manner consistent with its respective obligations. Each party is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of the other party. Neither party represents or warrants that its work product is or will be sufficient for the purposes to which the other party may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way any of the statutory or regulatory authorities or responsibilities of any party hereto. Neither party is delegating any rights, duties, or responsibilities to the other party.

5. This agreement is effective upon execution by both parties and shall continue in effect until and unless terminated by both parties through mutual agreement or upon 30 days' written notice delivered by the party seeking to terminate the agreement to the other party.

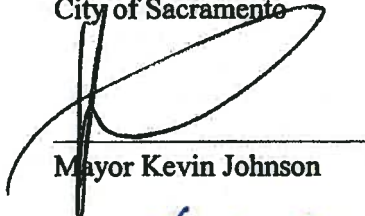
California High Speed Rail Authority



Mehdi Moreshed  
Executive Director

Date: 9/19/09

City of Sacramento



Mayor Kevin Johnson

Date: 8-12-09

Approved as to Form:



City Attorney

ATTEST

  
ant City Clerk 8-12-09



DORIS O. MATSUI  
5TH DISTRICT, CALIFORNIA  
COMMITTEE ON ENERGY  
AND COMMERCE

**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515-0505

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April 25, 2011

Mr. David Stern  
Commissioner  
National Basketball Association  
Olympic Tower, 645 Fifth Avenue  
New York, NY 10022

Dear Commissioner Stern,

Thank you for continuing to work with all parties in an effort to keep the Sacramento Kings in Sacramento. The team has been a fixture in our region for two and a half decades and our region is united in the effort to keep the Kings in Sacramento. As the region's economy continues to improve, elected officials at all levels of government and the business community, are investing in a number of opportunities to grow and improve our quality of life, this includes keeping the Kings in Sacramento.

For over 25 years, the people of Sacramento have supported the Kings, including a record of 19 straight sell-out seasons. Since the Kings arrived in Sacramento they have been a part of our region's collective identity. The Kings, contribute greatly to our local economy, providing jobs at the arena and throughout the region with businesses that cater to the fans, arena and team. In recent weeks, that region's civic and business leaders have shown the NBA that they are eager to continue supporting the team and welcome the opportunity to continue to be a part of the NBA's future.

Sacramento's leaders know we must secure our own future. A key part of our regional growth is maximizing redevelopment opportunities in the urban core, this includes the former Southern Pacific Railyards, which lies immediately adjacent to downtown Sacramento. The redevelopment of the Railyards into a thriving residential and commercial district is one of the region's top priorities. To begin that process the federal, state and local government have partnered to relocate the existing rail tracks 500 feet north to make the tracks safer and more efficient, while also improving access to the historic central shops and creating an opportunity for a future Intermodal Station that will connect passenger rail, light rail, and bus service. That project breaks ground later this week with over \$26 million of federal support and \$30 million of state and local support. The Intermodal Station will connect hundreds of thousands of passengers to and from downtown each year.

Likewise, in future years a light rail line will connect the downtown Intermodal Station with the new Terminal B at the Sacramento International Airport, which will open later this year at a cost of upwards of \$1 billion, a price which underscores our commitment to investing in

Sacramento's infrastructure. I am confident that our region's leaders will keep working together to fully realize the potential of the Railyards, our downtown and the region as a whole, as we understand that cultivating a vibrant downtown is crucial to ensuring vibrant region and economy.

I urge your full consideration of the options currently under development and for additional time for the discussions to continue in earnest. The NBA must continue to work with the City of Sacramento, as well as the region's business and civic leaders to keep the Sacramento Kings in Sacramento. Please contact me if you have any questions.

Sincerely,



DORIS O. MATSUI  
Member of Congress

cc: Mayor Kevin Johnson, City of Sacramento  
Mr. Clayton Bennett