



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Agenda

City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

October 25, 2022

6:30 PM

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city’s legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

Participation

If you would like to provide comments to the City Council, please:


- Fill out a blue speaker request form, located at the back table.
- Submit the form to the City Clerk before the item begins.
- When it’s your turn, the City Clerk will call your name and invite you to the podium.
- Speakers have three minutes, unless the presiding officer (usually the mayor) changes that time.

Reasonable Accommodations

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk’s Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

How to Watch

The City of Folsom provides three ways to watch a City Council meeting:

In Person	Online	On TV
		
City Council meetings take place at City Hall, 50 Natoma Street	Watch the livestream and replay past meetings on the city website, www.folsom.ca.us	Watch live and replays of meetings on Sac Metro Cable TV, Channel 14

More information about City Council meetings is available at the end of this agenda



CITY OF
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DISTINCTIVE BY NATURE

City Council Regular Meeting

Folsom City Council Chambers
50 Natoma Street, Folsom, CA

www.folsom.ca.us

Tuesday, October 25, 2022 6:30 PM

Kerri Howell, Mayor

Rosario Rodriguez, Vice Mayor
YK Chalamcherla, Councilmember

Sarah Aquino, Councilmember
Mike Kozlowski, Councilmember

REGULAR CITY COUNCIL AGENDA

Effective July 7, 2022, the City of Folsom returned to all in-person City Council, Commission, and Committee meetings. Remote participation for the public will no longer be offered. Everyone is invited and encouraged to attend and participate in City meetings in person.

CALL TO ORDER

ROLL CALL:

Councilmembers: Kozlowski, Rodriguez, Aquino, Chalamcherla, Howell

The City Council has adopted a policy that no new item will begin after 10:30 p.m. Therefore, if you are here for an item that has not been heard by 10:30 p.m., you may leave, as the item will be continued to a future Council Meeting.

PLEDGE OF ALLEGIANCE

AGENDA UPDATE

BUSINESS FROM THE FLOOR:

Members of the public are entitled to address the City Council concerning any item within the Folsom City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

SCHEDULED PRESENTATIONS:

1. Resolution of Commendation Honoring Kaiser Permanente on their 20th Anniversary in Folsom
2. Resolution of Commendation Honoring Folsom Residents Aimee Johns and Paul Bandy for their Efforts Rescuing a Shark Attack Victim

3. City of Folsom ALERT Rain and Stream Gauges for Enhanced Storm Response

4. Folsom Plan Area Semi-Annual Report

CONSENT CALENDAR:

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. City Councilmembers may pull an item for discussion.

5. Approval of October 11, 2022 Special and Regular Meeting Minutes

6. Ordinance No. 1334 – An Ordinance of the City of Folsom Amending Section 5.20.070(A)(2) and Repealing Section 5.20.070(A)(13)(d) of the Folsom Municipal Code to Increase the Number of Card Tables and Allow Backline Betting (PN 22-157) (Second Reading and Adoption)

7. Resolution No. 10929 – A Resolution Authorizing the City Manager to Execute an Agreement with Illinois Tool Works Inc. dba EH Wachs for the Purchase of a Valve Truck Bed and Associated Equipment

8. Resolution No. 10930 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of an eTransit Van

9. Resolution No. 10931 – A Resolution Authorizing the City Manager to Execute an Agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the Purchase of a Dump Truck and Appropriation of Funds

10. Resolution No. 10932 - A Resolution Authorizing an Appropriation of Funds for the Mangini Ranch Phase 1 Re-landscaping Project

11. Resolution No. 10933 – A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with Mintier Harnish to Increase the Not-to-Exceed Amount for the Zoning Code Update Project

12. Resolution No. 10934 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus Inc. for One Type 3 Fire Engine

13. Resolution No. 10935 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Broadstone Estates Subdivision, and Approval of the Final Map for the Broadstone Estates Subdivision

14. Objective Design and Development Standards and Green Means Go Grant Funding

i. Resolution No. 10936 - A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Opticos for Development of Objective Design and Development Standards and Appropriation of Funds

ii. Resolution No. 10937 - A Resolution Authorizing Applications for the SACOG 2022 Green Means Go Funding Program

15. Resolution No. 10938 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision, and Approval of the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision

16. Resolution No. 10940 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39

CITY MANAGER REPORTS:

COUNCIL COMMENTS:

ADJOURNMENT

NOTICE: Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any "Business from the Floor," follow the same procedure described above. Please limit your comments to three minutes or less.

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

As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council, and to enforce the rules of the Council.

PERSONS INTERESTED IN PROPOSING AN ITEM FOR THE CITY COUNCIL AGENDA SHOULD CONTACT A MEMBER OF THE CITY COUNCIL.

The meeting of the Folsom City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website www.folsom.ca.us.

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

Any documents produced by the City and distributed to the City Council regarding any item on this agenda will be made available at the City Clerk's Counter at City Hall located at 50 Natoma Street, Folsom, California and at the Folsom Public Library located at 411 Stafford Street, Folsom, California during normal business hours.

City of Folsom Resolution of Commendation

Honoring **Kaiser Permanente on their 20th Anniversary**

WHEREAS, Kaiser Permanente is the nation's oldest and largest not-for-profit integrated health care system founded 77 years ago in Oakland, California by Henry J. Kaiser, an industrialist who believed in providing affordable, quality health care; and

WHEREAS, Kaiser Permanente began providing health care in the Sacramento area for the first time in 1965, and is now serving more than 945,000 members locally, and is the largest health care provider in the Greater Sacramento area; and

WHEREAS, the Folsom Medical Offices were opened on October 28, 2002, to better serve their growing membership in the area; and

WHEREAS, the Folsom Medical Offices will celebrate 20 years of service to the community on October 28, 2022; and

WHEREAS, Kaiser Permanente now provides health care for more than 80,000 Folsom members at their Folsom Medical Offices; and

WHEREAS, medical services provided at the Folsom Medical Offices includes adult medicine, pediatrics, women's health, mental health, laboratory, radiology, pharmacy, optometry, optical sales, physical therapy, and health education; and

WHEREAS, approximately 80 physicians and approximately 370 staff and other providers care for their members at the Folsom Medical Offices; and

WHEREAS, for nearly a decade, Kaiser Permanente Folsom has been a key partner with the Folsom Community Service Day and annual food drive; and

WHEREAS, Kaiser Permanente Folsom is certified by the League of American Bicyclists as a Gold Level Bicycle Friendly business with a bike share program and cycling club; and

WHEREAS, as a not-for-profit health care provider, Kaiser Permanente's mission is to improve the health and well-being of their members and the communities they serve:

NOW, THEREFORE, I, KERRI M. HOWELL, Mayor of the City of Folsom, on behalf of the Folsom City Council and the citizens of the Folsom community, do hereby thank Kaiser Permanente for providing quality healthcare to Folsom and congratulate them on their 20th Anniversary.

PASSED AND APPROVED, this 25th day of October 2022.

Kerri M. Howell, MAYOR

Attest: _____
Lydia Konopka, DEPUTY CITY CLERK

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City of Folsom Resolution of Commendation

Honoring Folsom Residents Aimee Johns and Paul Bandy For Their Efforts Rescuing a Shark Attack Victim

WHEREAS, Folsom residents Aimee Johns, a Registered Nurse at Sutter Medical Center in Sacramento, and her husband Paul Bandy, a Police Officer with Sacramento Police Department, risked their lives to help save a swimmer at Lovers Point Beach in the town of Pacific Grove on June 22, 2022, and

WHEREAS, the vacationing Folsom couple were celebrating their 12th wedding anniversary with paddleboarding at the Monterey Bay cove when they heard screams for help and noticed a man in distress, and

WHEREAS, along with another good Samaritan who was teaching a surf instruction nearby, Aimee and Paul took immediate action and personal risk and pulled the shark-bite victim onto a surfboard and brought him back to shore to receive first aid, and

WHEREAS, the fast actions of Aimee and Paul allowed medics to get shark attack survivor Steve Bruemmer to a trauma center in time to receive life-saving care, and

WHEREAS, Aimee and Paul have since received multiple awards and commendations for their selfless acts of bravery:

NOW, THEREFORE, I, KERRI M. HOWELL, Mayor of the City of Folsom, on behalf of the Folsom City Council, do hereby thank Folsom residents Aimee Johns and Paul Bandy for their efforts to rescue shark attack victim Steve Bruemmer.

PASSED AND APPROVED, this 25th day of October 2022.



Kerri M. Howell, MAYOR

Attest: _____
Lydia Konopka, DEPUTY CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	City of Folsom ALERT Rain and Stream Gauges for Enhanced Storm Response
FROM:	Public Works Department

BACKGROUND / ISSUE

The Public Works Department recently completed work to upgrade the City's rain and stream gauge system as part of the City's overall efforts to enhance flood awareness and response activities. Staff will be presenting a summary of the work completed to date, including physical gauge installations, data collections, and the online platform for viewing the information collected. The presentation will outline the initial benefits to our flood response efforts, as well as identify ongoing efforts and activities to further expand on the usefulness of the system for our City-wide flood preparedness.

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

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Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Folsom Plan Area Semi-Annual Report
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

No action is requested of the City Council at this time.

BACKGROUND / ISSUE

Community Development staff will provide an update on the planning, engineering and building activity in the Folsom Plan Area south of Highway 50 during the six month period from April 1st through September 30th, 2022.

Submitted,

Pam Johns, Community Development Director

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City Council Special Meeting

MINUTES

Tuesday, October 11, 2022 6:00 PM

CALL TO ORDER

The special City Council meeting was called to order at 6:02 p.m. with Vice Mayor Rosario Rodriguez presiding.

ROLL CALL:

Councilmembers Present: YK Chalamcherla, Councilmember
 Rosario Rodriguez, Vice Mayor
 Sarah Aquino, Councilmember

Councilmembers Absent: Mike Kozlowski, Councilmember
 Kerri Howell, Mayor

Participating Staff: City Manager Elaine Andersen
 City Attorney Steve Wang
 City Clerk Christa Freemantle

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

- 1. Conference with Legal Counsel Anticipated Litigation, Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): One Potential Case

Motion by Councilmember Sarah Aquino, second by Councilmember YK Chalamcherla, to adjourn to Closed Session for the above referenced item. Motion carried with the following roll call vote:

AYES: Councilmember(s): Chalamcherla, Rodriguez, Aquino
NOES: Councilmember(s): None
ABSENT: Councilmember(s): Kozlowski, Howell
ABSTAIN: Councilmember(s): None

RECONVENE

City Attorney Steven Wang announced that the City Council authorized the City Attorney to initiate litigation in one case.

ADJOURNMENT

The special meeting was adjourned to the regular City Council meeting at 6:43 p.m.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Rosario Rodriguez, Vice Mayor

City Council Regular Meeting

MINUTES

Tuesday, October 11, 2022 6:30 PM

CALL TO ORDER

The regular City Council meeting was called to order at 6:44 pm with Mayor Kerri Howell presiding.

ROLL CALL:

Councilmembers Present: YK Chalamcherla, Councilmember
Mike Kozlowski, Councilmember
Rosario Rodriguez, Vice Mayor
Sarah Aquino, Councilmember
Kerri Howell, Mayor

Councilmembers Absent: None

Participating Staff: City Manager Elaine Andersen
City Attorney Steven Wang
City Clerk Christa Freemantle
Parks and Recreation Director Lorraine Poggione
Recreation and Community Services Manager Tom Hellmann
Landscape Services Manager Zach Perras
Principal Planner Steve Banks
Public Works Director Mark Rackovan
Public Works Engineering Manager Brian Reed
Arborist Aimee Nunez

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

AGENDA UPDATE

City Attorney Steven Wang announced that there were updates to item 12.

BUSINESS FROM THE FLOOR:

The following speakers addressed the City Council:

1. Aaron Hadzess regarding supporting local workers

SCHEDULED PRESENTATIONS:

1. Presentation of 2022 Community Service Day Results

Parks and Recreation Director Lorraine Poggione introduced the item and Recreation and Community Services Manager Tom Hellmann made a presentation.

2. Proclamation of the Mayor of the City of Folsom Proclaiming October 2022 as National Arts and Humanities Month

Councilmember Sarah Aquino presented the proclamation.

3. Project Update of the Capital Southeast Connector Segment D3

Public Works Director Mark Rackovan introduced the item and Public Works Engineering Manager Brian Reed made a presentation and responded to questions from the City Council.

CONSENT CALENDAR:

4. Approval of September 27, 2022 Special and Regular Meeting Minutes
5. pulled for discussion
6. Ordinance No. 1333 – An Ordinance of the City of Folsom Removing Limitations on Frequency of Garage Sales by Repealing Section 5.09.020 from the Folsom Municipal Code (Second Reading and Adoption)
7. pulled for discussion
8. Resolution No. 10926 – A Resolution Authorizing the City Manager to Execute a Construction Change Order with Central Valley Engineering and Asphalt, Inc. for the On-Call Concrete and Asphalt Maintenance Services Project (Contract 174-21 21-073) and Appropriation of Funds
9. Resolution No. 10927 – A Resolution Authorizing the City Manager to Execute a Consultant and Professional Services Agreement with West Coast Arborists, Inc. for On-Call Tree Trimming and Removal Services
10. Resolution No. 10928 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of a Crane Truck

Motion by Vice Mayor Rosario Rodriguez, second by Councilmember Mike Kozlowski, to approve Consent Calendar items 4, 6, 8-10.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Chalamcherla, Kozlowski, Rodriguez, Aquino, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION:

4. Appointment of At-Large Member to the Folsom Landscaping and Lighting District Advisory Committee to Represent the Prospect Ridge District

Applicant Benjamin Mattocks introduced himself and expressed his interest in working with the Landscaping and Lighting District Advisory Committee.

Motion by Vice Mayor Rosario Rodriguez, second by Councilmember YK Chalamcherla, to appoint Benjamin Mattocks to the Folsom Landscaping and Lighting District Advisory Committee to represent the Prospect Ridge District for the term ending in December 2024.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Chalamcherla, Kozlowski, Rodriguez, Aquino, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

7. Resolution No. 10925– A Resolution Authorizing the City Manager to Execute a Design Consulting Services Agreement with TAIT Environmental Services, Inc. for the Corporation Yard Fuel Tank and Fuel Management System Replacement Project

Mayor Kerri Howell pulled this item to address a resident email asking for the reasons/justifications for the tank replacement. She explained the replacement of the above-ground storage tank is needed to address inadequate size and to address leakage into the secondary containment vessel (which she noted does not result in contamination).

Motion by Vice Mayor Rosario Rodriguez, second by Councilmember YK Chalamcherla to approve Resolution No. 10925.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Chalamcherla, Kozlowski, Rodriguez, Aquino, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

PUBLIC HEARING:

11. Resolution No. 10924 - A Resolution Reducing the Annual Assessment in the Final Engineer's Report for Fiscal Year 2022-23 for Blue Ravine Oaks No. 2 Landscaping and Lighting District

Landscape Services Manager Zach Perras made a presentation and responded to questions from the City Council.

Mayor Kerri Howell opened the Public Hearing. Hearing no speakers, the Public Hearing was closed.

Motion by Councilmember Mike Kozlowski, second by Vice Mayor Rosario Rodriguez to approve Resolution No. 10924.

Draft – Not Official Until Approved

Motion carried with the following roll call vote:

AYES: Councilmember(s): Chalamcherla, Kozlowski, Rodriguez, Aquino, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

NEW BUSINESS:

- 12. Ordinance No. 1334 – An Ordinance of the City of Folsom Amending Section 5.20.070(A)(2) and Repealing Section 5.20.070(A)(13)(d) of the Folsom Municipal Code to Increase the Number of Card Tables and Allow Backline Betting (PN 22-157) (Introduction and First Reading)

Principal Planner Steve Banks made a presentation and responded to questions from the City Council.

Motion by Vice Mayor Rosario Rodriguez, second by Councilmember YK Chalamcherla to introduce Ordinance No. 1334.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Chalamcherla, Kozlowski, Rodriguez, Aquino, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

- 13. Landmark Tree Considerations and Direction to Staff

Arborist Aimee Nunez made a presentation and responded to questions from the City Council.

Following the presentation and discussions with staff, the City Council expressed conceptual support for the designation of individual landmark trees with the cooperation and support of the relevant landowners. The City Council supported continuing review and analysis of options related to tree groves, noting the need for California Department of Corrections and Rehabilitation cooperation relative to the grove of trees on prison property. The City Council also suggested staff consider future updates to the Tree Preservation Ordinance regarding the landmark tree designation process, definitions, grove qualifications, and related matters, along with renewed outreach to the public regarding maintenance of trees during drought conditions.

CITY MANAGER REPORTS:

City Manager Elaine Andersen invited residents to the Friends of the Folsom Zoo Sanctuary Breakfast, the Folsom Fire Department Open House and Pancake Breakfast, the Public Safety Trunk or Treat event, the Diwali Festival of Lights event, and the Wildwood Performing Arts Foundation event.

COUNCIL COMMENTS:

Vice Mayor Rosario Rodriguez congratulated Visconti’s restaurant and Powerhouse Ministries on their respective anniversaries. She spoke of the Livability Summit for the unhoused, congratulated Folsom Police Foundation on their recent gala event, the Folsom Homecoming Parade, the non-profit

community showcase, Spirit Brews, soapbox derby, and rotary events. She inquired about possible city projects in the pipeline that need to be brought before the City Council, given recent light agendas.

Councilmember YK Chalamcherla spoke of Future Folsom and the retention of PowerSchool, solicitation of technology firms, Octoberfest, Pinebrook Village, Community Service Day, and election season.

Councilmember Mike Kozlowski spoke of Public Works Projects that he would like to see come back to Council for discussion including crosswalk pavement markings, pipe work in the Hinkle Creek area. He also mentioned the Muslim Center Open House and SACOG's Youth Leadership Academy.

Mayor Kerri Howell spoke of Reginal Sanitation and Regional Transit meetings, Measure A expenditures, Community Service Day, Visconti's restaurant and Powerhouse Ministries.

ADJOURNMENT

There being no further business to come before the Folsom City Council, Mayor Kerri Howell adjourned the meeting in memory of Shauna Ryan at 8:23 pm.

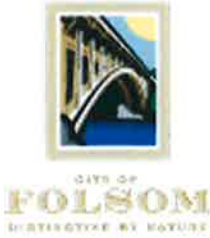
SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Kerri Howell, Mayor

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Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Ordinance No. 1334 – An Ordinance of the City of Folsom Amending <u>Section 5.20.070(A)(2)</u> and Repealing <u>Section 5.20.070(A)(13)(d)</u> of the <u>Folsom Municipal Code</u> to Increase the Number of Card Tables and <u>Allow Backline Betting</u> (PN 22-157)(Second Reading and Adoption)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to Adopt Ordinance No. 1334 – An Uncodified Ordinance of the City of Folsom Amending Section 5.20.070(A)(2) and Repealing Section 5.20.070(A)(13)(d) of the Folsom Municipal Code to Increase the Number of Card Tables and Allow Backline Betting.

BACKGROUND / ISSUE

On June 1, 2022, Delta C, LP submitted an application to the City requesting approval of a Municipal Code Amendment to amend the City of Folsom Cardroom Ordinance with the purposes of (1) increasing the number of permitted card tables in any cardroom from 9 to 11; and (2) allowing the practice of Backline Betting to occur in any cardroom. Delta C, LP stated in their application that these amendments to the City’s Cardroom Ordinance are necessary for the cardroom to be able to compete with cardrooms in other local jurisdictions in the Sacramento area.

The following are the specific amendments to the Cardroom Ordinance that were originally proposed by the applicant:

- Amend Chapter 5.20, Section 5.20.070(A)(2) of the Folsom Municipal Code to increase the number of card tables in the City from 9 to 11, pursuant to the allowance provided by Business and Professions Code § 19961.06(b), and add language to this Section that would allow the City to take advantage of any future table increases authorized by the Legislature without amending the Cardroom Ordinance as follows:

5.20.070 Cardroom regulations.

A. No person shall operate a cardroom in violation of any of the following regulations:

...

2. No more than ~~nine~~ *eleven (11)* card tables shall be permitted in any cardroom. *However, should judicial or legislative action alter the restrictions or limitations in the Gambling Control Act, Business and Professions Code section 19800 et seq., to allow for an increase in the current number of tables without voter approval, the maximum number of tables permitted in any cardroom may be increased, subject to city council allocation by Resolution, up to the amount such judicial or legislative action allows, not to exceed a maximum of fifteen (15) tables.*

- Delete Section 5.20.070(A)(13)(d) of the Folsom Municipal Code, which currently prohibits the practice of “Backline Betting” within the City as follows:

13. The following provisions shall govern wagering limits: It is unlawful for any person to bet or wager at or against any card game held at a licensed gaming club except as allowed by this chapter. In addition to any conditions that may be imposed on a license, the following restrictions shall apply:

...

~~d. Other than seated players actively participating in the game, no person shall be permitted to place a wager on any card game, and a player shall only place a wager on his or her own card hand. Backline Betting or side betting is prohibited.~~

On September 13, 2022, City staff provided the City Council with an overview of the proposed amendment to the Cardroom Ordinance for the purpose of soliciting feedback and receiving direction from the Council. The Council discussed the proposed cardroom amendments and indicated that they were supportive of the proposed amendments.

On October 11, 2022, the City received a letter from the State Bureau of Gambling Control (Bureau) regarding the proposed Cardroom Ordinance Amendment. In their letter, the Bureau indicated that applicant’s request to increase the number of card tables from 9 to 11 and the request to repeal language prohibiting Backline Betting were consistent with the State Gambling Control Act. However, the Bureau stated that the language in the Cardroom Ordinance Amendment that provides for the “automatic” increases to the number of cardrooms was not consistent with the Gambling Control Act. As a result, the Bureau recommended that the language in the Cardroom Ordinance Amendment that provides for “automatic” increases in the number of card tables be eliminated. City staff consulted with the project applicant and they were agreeable to modifying the Cardroom Ordinance Amendment as follows:

SECTION 2 AMENDMENT TO CODE

Section 5.20.070(A)(2) of the Folsom Municipal Code is hereby amended to read as follows:

5.20.070 Cardroom regulations.

A. No person shall operate a cardroom in violation of any of the following regulations:

2. No more than eleven (11) card tables shall be permitted in any cardroom.

~~However, should judicial or legislative action alter the restrictions or limitations in the Gambling Control Act, Business and Professions Code section 19800 et seq., to allow for an increase in the current number of tables without voter approval, the maximum number of tables permitted in any cardroom may be increased, subject to city council allocation by Resolution, up to the amount such judicial or legislative action allows, not to exceed a maximum of fifteen (15) tables.~~

On October 11, 2022, the City Council reviewed the proposal from Delta C, LP for approval of a Municipal Code Amendment to amend the City of Folsom Cardroom Ordinance with the purpose of increasing the number of permitted card tables in any cardroom from 9 to 11 and allowing the practice of Backline Betting to occur in any cardroom. The City Council expressed their support for the proposed project as amended and voted (5-0-0) to introduce and conduct first reading of Ordinance No. 1334 (An Ordinance of the City of Folsom Amending Section 5.20.070(A)(2) and Repealing Section 5.20.070(A)(13)(d) of the Folsom Municipal Code to Increase the Number of Card Tables and Allow Backline Betting).

POLICY / RULE

Under Section 2.12 of the City Charter, amendments to the Folsom Municipal Code require review and approval by the City Council.

ANALYSIS

As referenced in the Background section of this report, the proposed Municipal Code Amendment would amend the City of Folsom's Cardroom Ordinance with the goals of (1) increasing the number of permitted card tables in any cardroom from 9 to 11; and (2) allowing the practice of Backline Betting to occur in any cardroom. The implications associated with these two amendments are a minor increase in the number of customers (potentially 20 additional customers) and employees (potentially 5-10 additional employees) present in a cardroom at any given point in time.

In evaluating the proposed Cardroom Ordinance, City staff consulted with the appropriate internal staff including the Chief of Police, Fire Chief, Chief Building Official, Code Enforcement Supervisor, Community Development Director, and City Attorney. In addition, City staff also solicited feedback regarding general cardroom operations and concerns from

code enforcement officers throughout the Sacramento region. The general consensus of the outreach effort with the aforementioned individuals and groups was that there were no concerns with the proposed Cardroom Ordinance due the limited nature of the proposed modifications. As a result, City staff determined that the proposed Cardroom Ordinance will not be likely to result in any direct impacts (traffic, parking, noise, aesthetics, safety, etc.) due to the fact that the Ordinance is simply providing the opportunity for a cardroom to increase the number of card tables within an establishment while also allowing for increased participation at the card tables through the process of Backline Betting. Any cardroom seeking to operate 11 tables and/or allow backline betting must receive individual approval from the City Council pursuant to the Cardroom Ordinance.

The applicant for the proposed Cardroom Ordinance (Delta C, LP) indicated that it is their intent to apply for a Conditional Use Permit and Cardroom License to own and operate a cardroom within an existing 4,680-square-foot freestanding commercial building (formerly Applebee's Restaurant and Casa Ramos Restaurant) located at 400 Iron Point Road. The Conditional Use Permit, which will be subject to review and approval by the Planning Commission, will include an extensive evaluation of potential direct impacts associated with the cardroom including but not limited to site design, vehicle access and circulation, parking, noise, safety, building design, signage, and days/hours of operation. The Cardroom License will be subject to separate review and approval by the City Council.

FINANCIAL IMPACT

A recent Economic Impact Analysis (Analysis) commissioned by the California Gaming Commission in 2019 (<https://californiagamingassociation.org/cardroomimpact/>) found the total annual economic impact of California's cardroom industry to be \$5.6 billion dollars, providing over 32,000 local jobs.

ENVIRONMENTAL REVIEW

The project is categorically exempt under Section 15061(b)(3) Review for Exemption of the California Environmental Quality Act (CEQA). New cardroom applications (Conditional Use Permit) in the City will be subject to CEQA review

ATTACHMENTS

1. Ordinance No. 1334 – An Ordinance of the City of Folsom Amending Section 5.20.070(A)(2) and Repealing Section 5.20.070(A)(13)(d) of the Folsom Municipal Code to Increase the Number of Card Tables and Allow Backline Betting.

Submitted,



PAM JOHNS
Community Development Director

Attachment 1

Ordinance No. 1334 – An Ordinance of the City of Folsom Amending Section 5.20.070(A)(2) and Repealing Section 5.20.070(A)(13)(d) of the Folsom Municipal Code to Increase the Number of Card Tables and Allow Backline Betting

ORDINANCE NO. 1334**AN ORDINANCE OF THE CITY OF FOLSOM AMENDING SECTION 5.20.070(A)(2) AND REPEALING SECTION 5.20.070(A)(13)(d) OF THE FOLSOM MUNICIPAL CODE TO INCREASE THE NUMBER OF CARD TABLES AND ALLOW BACKLINE BETTING**

The City Council of the City of Folsom does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this Ordinance is to amend the Folsom Municipal Code to increase the number of card tables in the City from 9 to 11 pursuant to the allowance provided by Business and Professions Code § 19961.06(b) and to allow the practice of “Backline Betting” within the City.

SECTION 2 AMENDMENT TO CODE

Section 5.20.070(A)(2) of the Folsom Municipal Code is hereby amended to read as follows:

5.20.070 Cardroom regulations.

- A. No person shall operate a cardroom in violation of any of the following regulations:
2. No more than eleven (11) card tables shall be permitted in any cardroom.

SECTION 3 REPEAL OF CODE

Section 5.20.070(A)(13)(d) is hereby deleted from the Folsom Municipal Code in its entirety.

SECTION 4 SCOPE

Except as set forth in this ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 5 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 6 EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on October 11, 2022, and the second reading occurred at the regular meeting of the City Council on October 25, 2022.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 25th day of October, 2022 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

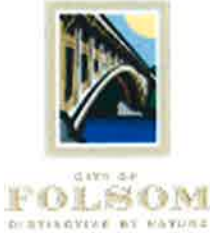
ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No.10929– A Resolution Authorizing the City Manager to Execute an Agreement with Illinois Tool Works Inc. dba EH Wachs for the Purchase of a Valve Truck Bed and Associated Equipment
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Departments recommends that the City Council pass and adopt Resolution No. 10929 – A Resolution Authorizing the City Manager to Execute an Agreement with Illinois Tool Works Inc. dba EH Wachs for the Purchase of a Valve Truck Bed and Associated Equipment.

BACKGROUND / ISSUE

The Environmental and Water Resources Department (EWR) recognizes the need to maintain a fleet of vehicles that will be able to provide reliable, efficient and responsive service. In coordination with Fleet staff, current department vehicles are reviewed to help identify priority vehicles for replacement based on service life, mileage and purpose. The current valve truck used by the Water Quality Division has, based on this review, exceeded its' expected service life in terms of age, mileage and ongoing maintenance costs. This agreement will facilitate procurement of a new valve truck bed and associated equipment, to be installed on a replacement truck to be purchased by the Water Quality Division.

This resolution authorizes the City Manager to execute an agreement with Illinois Tool Works Inc. dba EH Wachs for the purchase of a valve truck bed and associated equipment for a total amount of \$171,667.25.

POLICY / RULE

Section 2.36.120 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$66,141 or greater shall be awarded by the City Council.

Section 2.36.170 of the Folsom Municipal Code permits cooperative purchasing agreements for the procurement of any supplies, equipment, service, or construction with one or more public procurement units in accordance with an agreement entered into or between the participants.

ANALYSIS

Review of EWR vehicles identified the Water Quality Division's valve truck as high priority for replacement. The valve truck is an essential piece of equipment used for exercising valves within the water distribution system, which is a requirement of the California code of regulations. The truck and associated equipment currently in use was purchased in 2006 and has already undergone various repairs, resulting in the vehicle and equipment being out of service for a total of at least 10 weeks during the past year.

EWR staff coordinated with Fleet staff to obtain a quote for a replacement valve truck. At this time, the City is unable to obtain a quote or submit a direct order for the actual vehicle until later this year but has received a quote for the truck bed and associated equipment.

Illinois Tool Works Inc. dba EH Wachs submitted a quote through BuyBoard for the required truck bed and equipment for a total of \$171,667.25. BuyBoard is a national cooperative purchasing entity of which the City of Folsom is a member. The City has purchased numerous items through BuyBoard. Illinois Tool Works Inc. dba EH Wachs has a current contract with BuyBoard for providing Construction, Road and Bridge, Ditching, Trenching and Other Equipment at a price that has been assessed to be fair, reasonable, and competitive.

BuyBoard contract number #597-19 will be utilized for the purchase of the valve truck bed and associated equipment, for a total of \$171,667.25. This price includes taxes and delivery to a facility for assembly on a vehicle (to be purchased by the City) at a future date. The vehicle on which the equipment will be assembled is estimated to cost \$70,000. EWR staff will return to City Council for approval for this purchase at a later date when relevant quotes are available.

Fleet staff recommended ordering the truck bed and equipment prior to purchasing the vehicle. Waiting several months until the orders for the vehicle and associated equipment can be combined into one order could result in an increased overall cost to the City. By placing the order for the truck bed and equipment now, the current pricing is guaranteed, but the schedule for production and assembly will still be coordinated with production of the associated vehicle, which EWR plans to purchase as soon as orders are accepted by the vendor.

FINANCIAL IMPACT

Sufficient funds are budgeted and available in FY 2022-23 in the Water Operating Fund (Fund 520) for the requested truck bed and equipment purchase for a total price of \$171,667.25.

The replaced vehicle and associated equipment will be sold in accordance with Folsom Municipal Code, section 2.36.220, Disposition of surplus personal property.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENT

Resolution No. 10929 – A Resolution Authorizing the City Manager to Execute an Agreement with Illinois Tool Works Inc. dba EH Wachs for the Purchase of a Valve Truck Bed and Associated Equipment

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 10929

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ILLINOIS TOOL WORKS INC. DBA EH WACHS FOR THE PURCHASE OF A VALVE TRUCK BED AND ASSOCIATED EQUIPMENT

WHEREAS, Environmental and Water Resources Department staff has validated the need to purchase a replacement valve truck with associated equipment based on an approved replacement schedule; and

WHEREAS, orders are not currently being accepted for the required vehicle for the valve truck; and

WHEREAS, Fleet staff recommended that there will be a cost saving if the truck bed and equipment is ordered separately to the vehicle; and

WHEREAS, Illinois Tool Works Inc. dba EH Wachs has provided a quote for the truck bed and equipment and will coordinate assembly with the vehicle when purchased; and

WHEREAS, this purchase will be made through BuyBoard, which used its recognized cooperative purchasing agreement to award a contract to Illinois Tool Works Inc. dba EH Wachs in an amount not to exceed \$171,667.25; and

WHEREAS, sufficient funds are budgeted and available in the Water Operating Fund (Fund 520) for this purchase; and

WHEREAS, replaced equipment will be sold in accordance with Folsom Municipal Code section 2.36.220, Disposition of surplus personal property; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an Agreement with Illinois Tool Works Inc. dba EH Wachs for the purchase of a Valve Truck Bed and Associated Equipment for a not-to-exceed amount of \$171,667.25.

PASSED AND ADOPTED this 25th day of October, 2022, by the following roll-call vote:

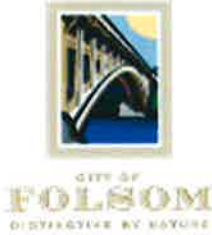
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10930 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of an eTransit Van
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Departments recommends that the City Council pass and adopt Resolution No. 10930 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of an eTransit Van.

BACKGROUND / ISSUE

The Environmental and Water Resources Department (EWR) recognizes the need to maintain a fleet of vehicles that will be able to provide reliable, efficient and responsive service. In coordination with the City of Folsom Fleet Manager, current department vehicles are reviewed to help identify priority vehicles for replacement based on service life, mileage and purpose. This agreement will facilitate replacement of a vehicle used by the by the Utility Maintenance Division that, based on this review, has exceeded its' expected service life in terms of age, mileage and ongoing maintenance costs.

This resolution authorizes the City Manager to execute an agreement with Folsom Lake Ford for the purchase of an eTransit van for a total amount of \$66,362.28.

POLICY / RULE

Section 2.36.080 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$66,141 or greater shall be awarded by the City Council.

Section 2.36.100(I) of the Folsom Municipal Code provides for a five percent price differential to local bidders in contracting. This preference is only applied when quality, service and other factors are equal.

ANALYSIS

Review of EWR vehicles identified a camera truck used by the Utility Maintenance Division as high priority for replacement. This vehicle is used for CCTV inspection of sewer laterals throughout Folsom and is therefore a critical piece of equipment for maintenance of the sewer infrastructure.

EWR staff coordinated with the Fleet staff to obtain quotes for the required vehicle. A summary of the bids received is shown in the table below. Folsom Lake Ford submitted the winning bid by virtue of local preference. With the local preference, the proposal from Folsom Lake Ford would have to be less than \$67,178.51, which is within five percent of the lowest bid. Given that the proposal from Folsom Lake Ford is \$66,362.28, this meets the local preference criteria.

Dealer	Bid
Folsom Lake Ford	\$66,362.28
National Auto Fleet Group	\$67,212.43
Watsonville Fleet Group	\$63,979.53

The Environmental and Water Resources Department recommends that the City Council authorize the City Manager to execute an agreement with Folsom Lake Ford for the purchase of an eTransit van for a not-to-exceed amount of \$66,362.28.

FINANCIAL IMPACT

Sufficient funds are budgeted and available in FY 2022-23 in the Sewer Operating Fund (Fund 530) for the requested vehicle purchase for a total price of \$66,362.28

The replaced vehicle will be sold in accordance with Folsom Municipal Code, section 2.36.220, Disposition of surplus personal property.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENT

Resolution No. 10930 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of an eTransit Van

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 10930

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF AN ETRANSIT VAN

WHEREAS, Environmental and Water Resources Department staff has validated the need to purchase an eTransit van based on an approved replacement schedule; and

WHEREAS, this purchase has been competitively bid by three different vendors with Folsom Lake Ford submitting the winning bid by virtue of local preference identified under Folsom Municipal Code Section 2.36.100(I); and

WHEREAS, sufficient funds are budgeted and available in the Sewer Operating Fund (Fund 530); and

WHEREAS, replaced equipment will be sold in accordance with Folsom Municipal Code section 2.36.220, Disposition of surplus personal property; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an Agreement with Folsom Lake Ford for the purchase of an eTransit van for a not-to-exceed amount of \$66,362.28;

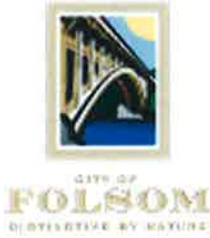
PASSED AND ADOPTED this 25th day of October, 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10931 – A Resolution Authorizing the City Manager to Execute an Agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the Purchase of a Dump Truck and Appropriation of Funds
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Departments recommends that the City Council pass and adopt Resolution No. 10931 – A Resolution Authorizing the City Manager to Execute an Agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the Purchase of a Dump Truck and Appropriation of Funds.

BACKGROUND / ISSUE

The Environmental and Water Resources Department (EWR) recognizes the need to maintain a fleet of vehicles that will be able to provide reliable, efficient and responsive service. In coordination with Fleet staff, current department vehicles are reviewed to help identify priority vehicles for replacement based on service life, mileage and purpose. This agreement will facilitate replacement of a dump truck used by the Utility Maintenance division that, based on this review, has exceeded its' expected service life in terms of age, mileage and ongoing maintenance costs.

This resolution authorizes the City Manager to execute an agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the purchase of a dump truck in the amount of \$301,010.94 and appropriation of funds.

POLICY / RULE

Section 2.36.120 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$66,141 or greater shall be awarded by the City Council.

Section 2.36.170 of the Folsom Municipal Code permits cooperative purchasing agreements for the procurement of any supplies, equipment, service, or construction with one or more public procurement units in accordance with an agreement entered into or between the participants.

ANALYSIS

EWR staff coordinated with the Fleet staff to obtain a quote from Sourcewell, previously known as the National Joint Powers Agency, for the required vehicle. Sourcewell is a national cooperative purchasing entity of which the City of Folsom is a member. The City has purchased numerous items through Sourcewell.

Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt has a current contract with Sourcewell and provided a quote for the requested dump truck for a total of \$301,010.94.

The Environmental and Water Resources Department recommends that the City Council authorize the City Manager to execute an agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the purchase of a dump truck for a total amount of \$301,010.94.

FINANCIAL IMPACT

Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt has agreed to provide the dump truck for \$301,010.94. There is a total of \$199,940 available to replace sewer vehicles in the FY 2022-23 budget. An additional appropriation in the amount of \$101,100 is required to purchase this vehicle. Staff proposes to transfer \$101,100 from the Capital Replacement Fund (Fund 602) to the Sewer Operating Fund (Fund 530) as a transfer out from the Capital Replacement Fund.

The replaced vehicle will be sold in accordance with Folsom Municipal Code, section 2.36.220, Disposition of surplus personal property.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENT

Resolution No. 10931 – A Resolution Authorizing the City Manager to Execute an Agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the Purchase of a Dump Truck and Appropriation of Funds

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 10931

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DOBBS HEAVY DUTY HOLDINGS LLC, DBA DOBBS PETERBILT FOR THE PURCHASE OF A DUMP TRUCK AND APPROPRIATION OF FUNDS

WHEREAS, Environmental and Water Resources Department staff has validated the need to purchase a dump truck based on an approved replacement schedule; and

WHEREAS, this purchase will be made through Sourcewell, which used its recognized cooperative purchasing agreement to award a contract to Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt in an amount not to exceed \$301,010.94; and

WHEREAS, sufficient funds are available in the Sewer Operating Fund (Fund 530) and Capital Replacement Fund (Fund 602); and

WHEREAS, an appropriation will be required in the amount of \$101,100 from the Capital Replacement Fund (Fund 602); and

WHEREAS, replaced equipment will be sold in accordance with Folsom Municipal Code section 2.36.220, Disposition of surplus personal property; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an Agreement with Dobbs Heavy Duty Holdings LLC, dba Dobbs Peterbilt for the purchase of a dump truck in the amount of \$301,010.94;

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate \$101,100 in the Capital Replacement Fund (Fund 602) as a transfer to the Sewer Operating Fund (Fund 530) and to appropriate an expense and revenue in the Sewer Operating Fund (Fund 530) in the amount of \$101,100.

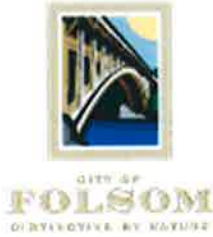
PASSED AND ADOPTED this 25th day of October, 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report



MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10932 – A Resolution Authorizing an Appropriation of Funds for The Mangini Ranch Phase 1 Re-Landscaping Project
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 10932 – A Resolution Authorizing an Appropriation of Funds for The Mangini Ranch Phase 1 Re-Landscaping Project.

BACKGROUND / ISSUE

On May 24th, 2022, The State Water Board adopted new emergency water conservation regulations that were approved and put into action by the Office of Administrative Law on June 10, 2022. These new updated water restrictions enacted several new water conservation measures across the state, including the ban on watering non-functional turf. Pursuant to this, the City of Folsom stopped irrigating turf that was deemed non-functional based on the State Water Boards definition. Since that time the City has received several calls regarding the lack of watering and dissatisfaction of the residents with the aesthetics of these areas. Historically, the City of Folsom has undertaken similar retrofit or conversation projects in areas where funding was available and intended for this use. The areas identified in Mangini Phase 1 are prime candidates for this sort of projects and meet both aforementioned requirements.

POLICY / RULE

In accordance with Chapter 2.36.090 (A)(1) and 2.36.120 of the Folsom Municipal Code, professional services are not subject to competitive sealed bidding requirements, and those costing \$66,141 or greater shall be awarded by City Council.

ANALYSIS

The City currently has an agreement with BrightView Landscape Services to provide maintenance to the City’s Landscaping and Lighting District, as well as to the Community Facilities District. Built into the referenced agreement are funds allocated for unscheduled services, the current years agreement (FY 2022-023) allows for \$430,000 in unscheduled services. Funds to remove turf and replace with water wise plantings in the Mangini Ranch area was not anticipated at the time of the agreement.

FINANCIAL IMPACT

Funds are currently available in the affected district’s fund balances and will require an additional appropriation for the purpose of this project. The district breakdown is included below. The additional appropriation would be in the amount of \$113,267.86 in CFD 18 (Fund 288) and \$27,849.68 in CFD 19 (Fund 289).

District	Area in Acres	Cost
Area 1: CFD 18 (FUND 288)	1.09	\$94,953.86
Area 2: CFD 18 (FUND 288)	0.18	\$18,314.00
Area 3: CFD 19 (FUND 289)	0.41	\$27,849.68
Total	1.68	\$141,117.54

ATTACHMENT

1. Resolution No. 10932 – A Resolution Authorizing an Appropriation of Funds for The Mangini Ranch Phase 1 Re-Landscaping Project
2. Proposals and Maps

Submitted,

Lorraine Poggione,
Parks & Recreation Director

Attachment 1
Resolution 10932

RESOLUTION NO. 10932

A RESOLUTION AUTHORIZING AN APPROPRIATION OF FUNDS FOR THE MANGINI RANCH PHASE 1 RE-LANDSCAPING PROJECT

WHEREAS, staff has identified the need for re-landscaping of specific areas within Mangini Ranch Phase 1; and

WHEREAS, there are currently sufficient funds available in Community Facilities Districts CFD 18 and CFD 19 fund balances (FUNDS 288 & 289); and

WHEREAS, an additional appropriation will be required in the amount of \$113,267.86 in CFD 18 (Fund 288) and \$27,849.68 in CFD 19 (Fund 289); and

WHEREAS, the City of Folsom’s existing agreement with BrightView Landscape Services allows for the use of these funds consistent with FMC Section 2.36; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the Finance Director to appropriate \$113,267.86, to CFD 18 (FUND 288) and \$27,849.68 to CFD 19 (FUND 289) in the Fiscal Year 2022-23 operating budgets for these two funds to be used to re-landscape identified areas within Mangini Ranch Phase 1.

PASSED AND ADOPTED this 25th day of October 2022 by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

Attachment 2
Proposals and Maps

Area 1:



September 02, 2022
Page 1 of 2

**Proposal for Extra Work at
City of Folsom**

Property Name	City of Folsom	Contact	Jamison Larson
Property Address	Lighting and Landscape Contract A&B 802 Spiva Ct Folsom, CA 95630	To	City Of Folsom Public Works Street
		Billing Address	Division 50 Natoma St Folsom, CA 95630
Project Name	Mangini Proposal 1- East Bidwell and Mangini		
Project Description	Removal of now mow between the curb and sidewalk and replace with manzanita and buffalo juniper		

Scope of Work

Prevailing wage rates to fall under the general maintenance contract.

QTY	UoM/Size	Material/Description
Removal of Now Mow		
1.00	EACH	Removal and disposal of the (E) No Mow
Amendment and Site Prep		
1.00	EACH	Amend Soil to 6" at a rate of 3 yds. / 1000 FT ² with Agromin Compost 100
Planting		
1,200.00	EACH	Manzanita 'woods compact' 1 gal. Shrub/Perennial Installed at 36" on center spacing
600.00	EACH	Juniperus Buffalo 1 gal. Shrub/Perennial Installed at 48" on center spacing
Bark Mulch		
207.00	EACH	Bark Mulch installed at 2" depth

For internal use only

SO# 7914286
JOB# 311500232
Service Line 130

Total Price \$94,453.86

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
4215 Quail Ave Ste 100, Rocklin, CA 95765 ph: (916) 415-1004 fax: (916) 381-7225



Area 2:



September 02, 2022
Page 1 of 2

**Proposal for Extra Work at
City of Folsom**

Property Name: City of Folsom
 Property Address: Lighting and Landscape Contract
 A&B 802 Spiva Ct
 Folsom, CA 95630
 Contact: Jamison Larson
 To: City Of Folsom Public Works Street
 Billing Address: Division 50 Natoma St
 Folsom, CA 95630
 Project Name: Mangini Proposal 2: Mangini East of Rock Hearth
 Project Description: Removal of now mow between the curb and sidewalk and replace with buffalo juniper

Scope of Work

Prevailing wage rates to fall under the general maintenance contract.

QTY	UoM/Size	Material/Description
Removal of Now Mow		
1.00	EACH	Removal and disposal of the (E) No Mow
Amendment and Site Prep		
1.00	EACH	Amend Soil to 6" at a rate of 3 yds. / 1000 FT ² with Agromin Compost 100
Planting		
200.00	EACH	Juniperus Buffalo 1 gal. Shrub/Perennial Installed at 48" on center spacing
Bark Mulch		
30.00	EACH	Bark Mulch installed at 2" depth

Per Internal use only

SO# 7914308
 JOB# 311500232
 Service Line 130

Total Price \$18,314.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 4215 Duluth Ave Ste 100, Folsom, CA 95758 ph: (916) 415-1004 fax: (916) 381-7285



Area 3:



September 02, 2022
Page 1 of 2

**Proposal for Extra Work at
City of Folsom**

Property Name	City of Folsom	Contact	Jamison Larson
Property Address	Lighting and Landscape Contract A&B 802 Spiva Ct Folsom, CA 95630	To	City Of Folsom Public Works Street
		Billing Address	Division 50 Natoma St Folsom, CA 95630

Project Name: Mangini Proposal 3- CFD 18
 Project Description: Removal of now mow between the curb and sidewalk and replace with manzanita

Scope of Work

Prevailing wage rates to fall under the general maintenance contract.

QTY	UoM/Size	Material/Description
Removal of Now Mow		
1.00	EACH	Removal and disposal of the (E) No Mow
Amendment and Site Prep		
1.00	EACH	Amend Soil to 6" at a rate of 3 yds. / 1000 FT ² with Agrimin Compost 160
Planting		
700.00	EACH	Manzanita 'woods compact' 1 gal. Shrub/Perennial installed at 36" on center spacing
Bark Mulch		
14.00	EACH	Bark Mulch installed at 2" depth

For internal use only

SO# 7914317
 JOB# 311600232
 Service Line 130

Total Price \$27,849.68

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 4215 Dutch Ave Ste 100, Rocklin, CA 95765 ph: (916) 415-1004 fax: (916) 381-7235



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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10933 – A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with Mintier Harnish and to Increase the Not-to-Exceed Amount for the Agreement for the Zoning Code Update Project
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully requests that the City Council approve Resolution No. 10933 – A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with Mintier Harnish, which reallocates existing funds between existing tasks, authorizes the use of the contingency, and increases the total contract amount from \$376,355 to \$396,355 in order to allow the consultant to use the \$20,000 contingency that was approved by City Council in Resolution No. 10237 on February 12, 2019.

BACKGROUND / ISSUE

City staff and its consultant team (Mintier Harnish) are in the process of updating the City's Zoning Code, which has not been comprehensively updated for decades. As a result of many changes in State law since 2019, additional changes need to be made to the Zoning Code, which were not originally anticipated. Due to this additional work the \$20,000 contingency that was established in Resolution No. 10237 on February 12, 2019 is needed for the project. In addition, some tasks have taken more time compared to others. As a result, funds need to be reallocated among those tasks. When Council approved the use of State Local Early Action Planning (LEAP) grant funds for the Zoning Code Update in Resolution No. 10523, staff failed to increase the not-to-exceed amount to include the \$20,000 contingency. As a result, the total not-to-exceed amount for the agreement should be increased from \$376,355 to \$396,355.

POLICY / RULE

They key 2035 General Plan policy that relates to the Zoning Code update is:

- Policy LU 1.1.1 Zoning Ordinance: Ensure that the Folsom Zoning Ordinance is consistent with the 2035 General Plan.

ANALYSIS

No analysis needed. Please refer to Background/Issue section.

FINANCIAL IMPACT

No financial changes are proposed as part of staff report as the funding for the \$20,000 contingency was identified as part of Resolution No. 10237, and was funded in the Community Development Department budget.

ENVIRONMENTAL REVIEW

Under Section 15061(b)(3) of the California Public Resources Code, this activity will not have a significant effect on the environment and as such the project is exempt from environmental review under CEQA. Environmental review for the Zoning Code update will be conducted prior to the adoption hearings.

ATTACHMENTS

1. Resolution No. 10933 – A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with Mintier Harnish and to Increase the Not-to-Exceed Amount for the Agreement for the Zoning Code Update Project
2. Resolution No 10237 adopted February 12, 2019
3. Resolution No. 10523 adopted September 8, 2020

Submitted,



Pam Johns, Community Development Director

ATTACHMENT 1

RESOLUTION NO. 10933**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MINTIER HARNISH AND TO INCREASE THE NOT-TO-EXCEED AMOUNT FOR THE AGREEMENT FOR THE ZONING CODE UPDATE PROJECT**

WHEREAS, the City Council adopted the 2035 General Plan on August 28, 2018, which set forth new goals and policies for future development and required in Policy LU 1.1.1 that the City's Zoning Ordinance be consistent with the General Plan; and

WHEREAS, the City Council approved Resolution No. 10237 on February 12, 2019 authorizing the City Manager to execute a professional services agreement with Mintier Harnish for the comprehensive update of the City's Zoning Code and to establish a \$20,000 contingency for the project; and

WHEREAS, the California State Legislature in its 2019-2020 session enacted a number of new laws designed to increase affordable housing supply and, as a result, required additional update to the City's Zoning Code; and

WHEREAS, the City Council approved Resolution No. 10424 on April 28, 2020, which authorized the City Manager to apply for \$300,000 from the State's Local Early Action Planning (LEAP) grant program to fund several efforts to improve the zoning and development review process in Folsom including additional Zoning Code work; and

WHEREAS, on August 10, 2020, the City received an award letter from the State Housing and Community Development Department for \$300,000 from the LEAP grant program; and

WHEREAS, the extra zoning code work needed to address the additional State mandates and provide for additional outreach and education was \$47,000; and

WHEREAS, Resolution No. 10523 added the \$47,000 and increased contract amount from \$329,355 to \$376,355, but this amount did not include the \$20,000 contingency originally established in Resolution No. 10237; and

WHEREAS, additional State laws approved in 2021 and 2022 require additional analysis in the Zoning Code that was not anticipated; and

WHEREAS, this additional work requires the use of the \$20,000 contingency that was established in Resolution No. 10237 and as a result the new total not-to-exceed amount should be increased to \$396,355; and

WHEREAS, approval of the amendment and the allocation of funding is exempt from the California Environmental Quality Act (CEQA):

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute Amendment No. 2 to the Consultant and Professional Services Agreement with Mintier Harnish for the Zoning Code Update project and allow the use of the contingency for a total not-to-exceed amount of \$396,355, in a form acceptable to the City Attorney.

PASSED AND ADOPTED on this 25th day of October 2022, by the following roll-call vote:

AYES: Councilmember(s)

NOES: Councilmember(s)

ABSENT: Councilmember(s)

ABSTAIN: Councilmember(s)

ATTEST:

Kerri M. Howell, MAYOR

Christa Freemantle, CITY CLERK

ATTACHMENT 2

RESOLUTION NO. 10237**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MINTIER HARNISH FOR THE ZONING CODE UPDATE; ACCEPT A SACOG COMMUNITY DESIGN GRANT AWARD; AND APPROVE A FY 2018-19 MID-YEAR BUDGET UPDATE TO THE COMMUNITY DEVELOPMENT DEPARTMENT AND APPROPRIATION OF FUNDS**

WHEREAS, the City Council adopted the 2035 General Plan on August 28, 2018, which set forth new goals and policies for future development and required in Policy LU 1.1.1 that the City's Zoning Ordinance be consistent with the General Plan; and

WHEREAS, the City's Zoning Ordinance has not been comprehensively updated in many decades; and

WHEREAS, the City issued a request for proposals on October 15, 2018 seeking consultant assistance with the Zoning Ordinance update. Four proposals were received and interviews were conducted. A team lead by Mintier Harnish recommended by staff given their extensive experience with preparing Zoning Ordinances; and

WHEREAS, the City has applied for and was awarded a Community Design Grant in the amount of \$100,000 from the Sacramento Area Council of Governments (SACOG), and requires a match of at least \$10,000. The grant is to be used to update the portions of the City's Zoning Ordinance that address mixed-use development along the East Bidwell Corridor in accordance with the 2035 General Plan; and

WHEREAS, the total cost of the scope of work from Mintier Harnish is \$329,355. Given that the effort is expected to take one to two years, it is not usual for additional issues to come up that may require additional research or additional outreach. Staff requests an additional \$20,000 be included in the budget for this project as contingency to address any unforeseen issues, for a total not to exceed amount of \$349,355 for this project.

WHEREAS, the total cost for the Zoning Ordinance update including the contingency is \$349,355 and the City has secured \$100,000 from SACOG and the FY 2018-19 budget included \$100,000 for the for the zoning update an additional \$149,355 is needed to authorize the agreement with Mintier Harnish.

WHEREAS, The Community Development Department has incurred other costs that were not anticipated when the FY 2018-19 budget was developed, staff is requesting an additional appropriation in the amount of \$110,645 which would be offset by building permit revenue.

WHEREAS, approval of the agreements and the allocation of funding is exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom:

1. Authorizes the City Manager as part of the City's implementation of the 2035 General Plan, to execute a Consultant and Professional Services Agreement with Mintier Harnish for the Zoning Code Update in the amount of \$329,355, with the budgeted amount to include a \$20,000 contingency for a total not-to-exceed amount of \$349,355, in a form acceptable to the City Attorney; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Folsom:

2. Approves the acceptance of a SACOG Community Design grant in the amount of \$100,000;
3. Authorizes the City Manager to execute a Memorandum of Understanding between the Sacramento Area Council of Governments and the City of Folsom in a form acceptable to the City Attorney; and
4. Authorizes the Chief Financial Officer to increase revenue estimates and expenditure appropriations by \$360,000: \$249,355 for the Zoning Code update and \$110,645 to adjust current year expense and revenues based on the following findings:

GENERAL FINDINGS

- A. GENERAL PLAN POLICY LU 1.1.1 STATES THAT THE CITY SHALL ENSURE THAT THE FOLSOM ZONING ORDINANCE IS CONSISTENT WITH THE POLICIES AND PROGRAMS OF THE GENERAL PLAN.
- B. A COMPREHENSIVE ZONING ORDINANCE UPDATE IS REQUIRED TO ENSURE CONSISTENCY WITH THE GENERAL PLAN, PROVIDE CLARITY, AND DELIVER CLARITY TO RESIDENTS, BUSINESSES AND DEVELOPERS ALIKE.
- C. THE CITY ISSUED A REQUEST FOR PROPOSALS AND BASED ON ITS EVALUATION, STAFF RECOMMENDS THE TEAM OF MINTIER HARNISH AS THE MOST RESPONSIVE AND QUALIFIED CONSULTANT TO PREPARE THE ZONING CODE UPDATE.
- D. IN ORDER TO FUND PART OF THE ZONING CODE UPDATE CITY APPLIED FOR AND RECEIVED A COMMUNITY DESIGN GRANT FROM SACOG. COUNCIL APPROVAL IS REQUIRED TO ACCEPT AND RECEIVE THE GRANT FUNDS.

CEQA FINDINGS

- A. IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15061(b)(3), APPROVAL OF A CONSULTANT CONTRACT, ACCEPTANCE OF THE GRANT FROM SACOG AND APPROVAL OF THE AGREEMENT WITH SACOG IS NOT A PROJECT UNDER CEQA AND IS EXEMPT FROM ENVIRONMENTAL REVIEW.

PASSED AND ADOPTED on this 12th day of February 2019, by the following roll-call vote:

AYES: Council Member(s): Kozlowski, Sheldon, Aquino, Gaylord, Howell

NOES: Council Member(s): None

ABSENT: Council Member(s): None

ABSTAIN: Council Member(s): None


Kerri M. Howell, MAYOR

ATTEST:


Lydia Kohopka, DEPUTY CITY CLERK

ATTACHMENT 3

RESOLUTION NO. 10523**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MINTIER HARNISH FOR ADDITIONAL TASKS FOR THE ZONING CODE UPDATE; AND APPROPRIATION OF FUNDS**

WHEREAS, the City Council adopted the 2035 General Plan on August 28, 2018, which set forth new goals and policies for future development and required in Policy LU 1.1.1 that the City's Zoning Ordinance be consistent with the General Plan; and

WHEREAS, the City Council approved Resolution No. 10237 on February 12, 2019, authorizing the City Manager to execute a professional services agreement with Mintier Harnish for the comprehensive update of the City's Zoning Code; and

WHEREAS, the California State Legislature in its 2019-2020 session enacted a number of new laws designed to increase affordable housing supply and, as a result, requires additional update to the City's Zoning Code; and

WHEREAS, the City Council approved Resolution No. 10424 on April 28, 2020, which authorized the City Manager to apply for \$300,000 from the State's Local Early Action Planning (LEAP) grant program to fund several efforts to improve the zoning and development review process in Folsom including additional Zoning Code work; and

WHEREAS, on August 10, 2020, the City received an award letter from the State Housing and Community Development Department for \$300,000 from the LEAP grant program; and

WHEREAS, the total cost of the original scope of work from Mintier Harnish was \$329,355. The additional tasks needed to address the additional State mandates and provide for additional outreach and education is \$47,000 for a total not to exceed amount of \$376,355 for this project; and

WHEREAS, the additional grant amount of \$253,000 will be utilized for additional Zoning Code updates, equipment and technology for inspections, GIS work for the Zoning Code and Housing Element updates, and permitting and a nexus study for development fees; and

WHEREAS, approval of the amendment and the allocation of funding is exempt from the California Environmental Quality Act (CEQA):

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute Amendment No. 1 to the Consultant and Professional Services

Agreement with Mintier Harnish for the Zoning Code Update in the amount of \$47,000 for a total not-to-exceed amount of \$376,355, in a form acceptable to the City Attorney.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to appropriate an additional \$300,000 to the General Fund (Fund 010) in the Community Development Department, \$47,000 for the additional tasks for the Zoning Code update and the remainder for additional tasks as set forth in Resolution No. 10424.

PASSED AND ADOPTED this 8th day of September 2020, by the following roll-call vote:

AYES: Council Member(s): Howell, Kozlowski, Morin, Aquino


NOES: Council Member(s): None

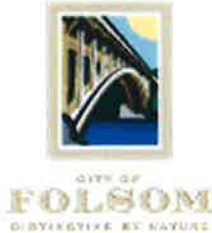
ABSENT: Council Member(s): Sheldon

ABSTAIN: Council Member(s): None


Sarah Aquino, MAYOR

ATTEST:


Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10934 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus Inc. for One Type 3 Fire Engine
FROM:	Fire Department

RECOMMENDATION / CITY COUNCIL ACTION

The Fire Department recommends that the City Council move and adopt Resolution No. 10934 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus Inc. for One Type 3 Fire Engine.

BACKGROUND / ISSUE

Fire engines are the front line vehicles used by the Fire Department to carry hose, water, tools, and the pump to extinguish fires. The Fire Department requires an additional Type 3 fire engine for Station 34. The Type 3 fire engine is specifically designed to respond to wildland fires. This purchase was approved in the Folsom Capital Improvement Plan in the Fiscal Year 2022-23 Budget. This fire engine will take approximately thirteen months to build with an estimated delivery date of November 2023.

Staff is recommending that the City of Folsom enter into a cooperative purchase agreement with Golden State Fire Apparatus Inc. of Sacramento, California using the Houston-Galveston Area Council Cooperative Purchasing Program (HGACBuy) to purchase one Type 3 fire engine. The total price to purchase this fire engine is \$482,4943.88.

POLICY / RULE

Folsom Municipal Code, Section 2.36.170, Cooperative Purchasing, describes the procedures to enter into a cooperative purchase agreement with another public agency for the procurement of supplies, equipment, or service.

Section 2.36.080, Award of Contracts of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$66,141 or greater shall be awarded by City Council.

ANALYSIS

The Fire Department currently operates two Type 3 fire engines daily, and this addition will provide the Folsom Plan Area with wildland fire protection. The current wildland fire engine fleet is assigned at fire stations outside the Folsom Plan Area and provide the city with wildland fire protection.

The Fire Department has conducted extensive research and determined that cooperative purchase through the Houston-Galveston Area Council Cooperative Purchasing Program (HGACBuy) would provide the City of Folsom with the best product at the best price. HGACBuy has for 30 years assisted local government members nationally in reducing competitive bid costs associated with procuring products and services. There are several California municipalities who participate in the HGACBuy program. They include the Cities of Auburn, Roseville, Rancho Cordova, Sacramento, Vacaville and Woodland. The County of Sacramento and the Sacramento Metropolitan Fire District are also participants in the program.

Golden State Fire Apparatus Inc. has been awarded a contract through HGACBuy to supply fire apparatus on behalf of BME Fire Trucks LLC. The City of Folsom will save an additional 5% over the lowest bid price that Golden State Fire Apparatus Inc. can offer by utilizing HGACBuy. The City Attorney's office has reviewed the HGACBuy process and determined its use to be consistent with City Policy.

This purchase would add additional fire protection to the Folsom Plan Area. This engine would be a basic, Type 3, full size fire engine. It would be equipped with seating for four, a five hundred gallon water tank, a 500 gallon per minute pump, and all required loose equipment. It would respond as a front line apparatus on grass fires, wildland fires and state mutual aid requests.

FINANCIAL IMPACT

The Fiscal Year 2022-23 budget includes \$482,494.88 in the Folsom Plan Area Impact Fund (Fund 472) for the purchase of the fire engines and the necessary standard equipment for Fire Station 34.

One (1) BME Fire 4X4 International Type 3 Model 34 Engine (HGAC contract number FS12-17, TC07)		\$397,099.93
Discount For 100% Pre-Payment at Time of Order	\$8,013.73	
Fire Fighting Equipment		\$48,573.66
Performance Bond		\$3,618.75
One (1) Factory Inspection Trip		\$3,963.00
Delivery / Dealer Preparation		\$2,800.00
Total Apparatus Cost		\$448,041.61
<i>Sales Tax @ 7.75%</i>		\$34,442.77
California Tire Fee		\$10.50
Total Engine Cost to City of Folsom		\$482,494.88

ENVIRONMENTAL REVIEW

This action is not considered a project under Section 15061(b)(3) of the California Environmental Quality Act Guidelines, and as such is exempt from environmental review.

ATTACHMENTS

1. Resolution No. 10934 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus Inc. for One Type 3 Fire Engine.
2. Product Proposal from Golden State Fire Apparatus Inc.

Submitted,

Ken Cusano, Fire Chief

Attachment 1

Resolution No. 10934 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus Inc. for One Type 3 Fire Engine.

RESOLUTION NO. 10934

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH GOLDEN STATE FIRE APPARATUS INC. FOR ONE TYPE 3 FIRE ENGINE.

WHEREAS, the Fire Department staff has completed extensive research and validated the need to acquire an additional Type 3 fire engine; and

WHEREAS, one Type 3 fire engine was approved in the Capital Improvement Plan in the Fiscal Year 2022-23 Budget; and,

WHEREAS, staff reviewed and recommended participation in a cooperative purchasing agreement with the Houston-Galveston Area Council utilizing Golden State Fire Apparatus Inc., for purchase of a new fire engine to ensure purchase of the best product at the best price; and,

WHEREAS, staff complied with the provisions of Folsom Municipal Code Section 2.36.170; and,

WHEREAS, Golden State Fire Apparatus will manufacture, supply, and deliver one Type 3 fire engine meeting the Fire Department’s specifications for a total sum of \$482,494.88; and

WHEREAS, sufficient funds are budgeted and available in the Folsom Plan Area Improvement Fund (Fund 472) for the Type 3 engine for Station 34 in the amount of \$482,494.88; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the City Manager is authorized to execute a purchase agreement with Golden State Fire Apparatus Inc., for one Type 3 fire engine, in the amount of \$482,494.88.

PASSED AND ADOPTED on this 25th day of October, 2022, by the following roll-call vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2
Product Proposal from Golden State Fire Apparatus Inc.



FIRE TRUCKS

**PRODUCT
PROPOSAL**

Exhibit "A"



**GOLDEN
STATE**
FIRE APPARATUS

PROPOSAL PREPARED FOR

City of Folsom Fire Department
BME Fire Trucks, LLC.
4X4 International Type 3 Model 34
Engine, item # W3-M34D-1
October 10, 2022

SALES CONSULTANT

Ryan Wright
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
209.613.3809 Cell
ryan@goldenstatefire.com

PARTS, SERVICE & SUPPORT

Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com



www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

City of Folsom Fire Department
535 Glenn Drive
Folsom, CA 95630

Submitted Date:	October 10, 2022
Proposal Number:	91010-22
Expiration Date:	October 31, 2022
Sales Consultant:	Ryan Wright

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF FOLSOM FIRE DEPARTMENT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Unit Price
A	One (1) BME Fire Trucks, LLC 4X4 International Type 3 Model 34 Engine, item # W3-M34D-1 (CAL FIRE Tag-On per State Contract No. 1-22-23-21B, Supplement 1)	397,099.93
B	Fire Fighting Equipment per Specification	48,573.66
C	One (1) Factory Final Inspection Trip (3 FFD representatives)	3,963.00
D	Delivery / Dealer Preparation	2,800.00
E	Pre-Payment Discount for 100% Payment at Time of Order	(8,013.73)
F	SUBTOTAL	444,422.86
G	7.75% State Sales Tax	34,442.77
H	California Tire Fee	10.50
I	100% Performance Bond	3,618.75
J	GRAND TOTAL	482,494.88

PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- Delivery to GSFA service center in Sacramento
- Pre-delivery inspection/services by GSFA
- Final delivery from service center to Customer

PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **595 to 775 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **FOLSOM, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA.** GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (100% Pre-Payment at Time of Order) - Customer shall pay the amount listed on page one of this Proposal, which includes: (i) the total price for the Product (the "Purchase Price"), (ii) the estimated state sales tax on the Product, and (iii) the California tire fee (together with the Purchase Price and estimated state sales tax, the "Grand Total") within fifteen (15) calendar days from the date on which the Purchase Agreement is fully executed. The proposed delivery timeframe for the Product, which is outlined on page one of this Proposal, shall not begin until full payment of the Grand Total is received. In the event Customer does not pay GSFA the Grand Total in the timeframe set forth in this Section 1, GSFA may, in its sole discretion, cancel the Purchase Agreement entered into between the parties.

2. Commercial Chassis Price Volatility - GSFA shall not be responsible for any commercial chassis price increase or surcharge enacted by a commercial chassis Original Equipment Manufacturer (OEM) after the execution of contract or issuance of Purchase Order. Any commercial chassis price increase or surcharge will be passed through to the Customer at cost and will be documented in writing on a Change Order. Customer shall pay any commercial chassis price increase or surcharge prior to final delivery or pick up to Customer location.

3. Stock / Demo Units - If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.

4. Order Changes - The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure - GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination - In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax - Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration - After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law - This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,



Ryan Wright
Golden State Fire Apparatus, Inc.

I, _____ authorized representative of CITY OF FOLSOM FIRE DEPARTMENT agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____ DATE: _____



FIRE TRUCKS

**PRODUCT
SPECIFICATIONS**

Exhibit "B"

Golden State Fire Apparatus



FIRE TRUCKS

FOLSOM FIRE DEPARTMENT

"CAL-FIRE" MODEL 34

Golden State Fire Apparatus

SPECIFICATIONS ARE SUBJECT TO CHANGE PENDING ENGINEERING

DETERMINATION OF APPARATUS WEIGHT

BME Fire Trucks, LLC. shall submit estimated "in-service" weight analysis required by applicable NFPA standards. This Excel computer weight analysis shall break down all major components of the apparatus and shall show the impact on percentage-of-load on the front and rear axles, total weight, and weight on each tire set.

The analysis shall evenly distribute the NFPA required minimum payload allowance or estimated equipment payload as provided by the purchaser into the specified compartments. The allowance for personnel, hose loads, water and foam fluids, and required NFPA equipment shall be outlined individually in the analysis and placed on the apparatus in its specific intended position.

CENTER-OF-GRAVITY ANALYSIS

BME Fire Trucks, LLC. shall perform an estimated center of gravity calculation as required by the applicable section of NFPA standards. This calculation shall include tilt angles, the estimated right to left load distribution, and load on each axle, including all specified major components.

LOW VOLTAGE TEST REQUIRMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

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ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

- (1) Documentation of the electrical system performance tests.
- (2) A written electrical load analysis, including the following:
 - (a) The nameplate rating of the alternator.

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- (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
- (c) Each of the component loads specified that make up the minimum continuous electrical load.
- (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
- (e) Each individual intermittent electrical load.

TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

DELIVERY REQUIREMENTS

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should BME Fire Trucks, LLC. be unable to comply with the proposed delivery date, we shall immediately contact the purchaser regarding delay information and actions to be taken by the company.

This vehicle shall be F.O.B. the BME Fire Trucks facility in Boise Idaho. Dealer shall be responsible for arrangement of delivery from factory.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to

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normal wear and tear.

- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

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The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

WATER TANK WARRANTY

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The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive.

APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) printed apparatus operational manual(s).

APPARATUS DIMENSIONS

Wheelbase: 183 inches
 Cab to center of rear axle: 64.10 inches
 Overall length: 323 inches (with rear fold up step stowed)
 Overall main body and cab height: Not to exceed 118 inches (unloaded).
 Hose bed height, floor to ground: Not to exceed 92 inches (Fully Loaded)
 Crosslay height, floor to ground: Not to exceed 78 inches (Fully loaded)
 Minimum pump module/running board/under cab compartment ground clearance to be 20 inches
 Angle of approach: 30° (Fully loaded)

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Angle of departure: 20° (Fully loaded)

CHASSIS SPECIFICATIONS

Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 64.10 CA, and 65.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x4

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty

FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 181" (460cm) Through and Including 205" (520cm)

AXLE, FRONT DRIVING {Meritor MX-12-120 EVO} Single Reduction, 12,000-lb Capacity, with Hub Piloted Wheel Mounting

AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

BRAKE LINES Color and Size Coded Nylon

DRAIN VALVE Twist-Type

GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

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PARKING BRAKE VALVE For Truck

QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, POSITION Rotated Forward and Up For Maximum Ground Clearance with 4x4

BRAKE CHAMBERS, FRONT AXLE {MGM} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/36 SqIn Spring Brake

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Behind Transfer Case Mounting

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

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STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline, 1710 Driveline to Transfer Case, SPL140 Driveline to Front Axle, for 4x4

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive

ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable,

INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

STARTER SWITCH Electric, Key Operated

STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

WIRING, CHASSIS Color Coded and Continuously Numbered

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CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

DATA RECORDER Includes Display Mounted in Overhead Console

STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

HORN, AIR Accommodation Package, Less Horn

BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 53" Back of Cab

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

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HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

COURTESY LIGHT (4) Mounted In Front & Rear Map Pocket Left and Right Side

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted

HEADLIGHTS Halogen, with Daytime Running Lights

FENDER EXTENSIONS Omit

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

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GRILLE EMBER SCREEN Mounted to Grille and Cowl Tray to Keep Hot Embers out of Engine and HVAC Air Intake System

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT SCHEMATIC ID LETTERS "WK"

PAINT IDENTITY, PT-2 Single Color, Instruction No. 936. Frame/Running Gear, Less Fuel Tanks

NOTE: Battery Box, Air Tanks, Fuel Tanks, Steps and Straps NOT Painted

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

DEAERATION SYSTEM with Surge Tank

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HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

ENGINE WATER COOLER {Sen-Dure} Auxiliary, For Use with Fire Trucks

CARB IDLE COMPLIANCE Engine Shutdown System Exempt Vehicles, Complies with California Clean Air Regulations

CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor

TRANSFER CASE {Meritor MTC-4210} 2-Speed, 10,000 lb-ft Torque Rating, Less PTO Provision, Electric Over Air Control, with Lube Pump

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

OIL COOLER, TRANSFER CASE with Oil Coolant Lines Routed to Oil Cooler

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), Rescue, Ambulance, Package Number 170

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SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

SHOCK ABSORBERS, REAR (2)

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 40 thru 49.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank

CAB Conventional 6-Man Crew Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill

GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab and a Harness Routed to the Center of the Dash for the Aftermarket Installation of the Data Recorder and Seatbelt Indicator Systems, for 4 to 6 Seat Belts

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GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar

GRAB HANDLE, ADDITIONAL EXT (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, Mounted Left and Right Side, Rear of Rear Doors, for Crew Cab

SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width Mirror Dimensions are Rounded to the Nearest 0.5"

SEAT BELT All Red; 4 to 6

CAB INTERIOR TRIM Classic, for Crew Cab

CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Down Feature

HOURLMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

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ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Crew Cab

STEP, STANDARD, OMIT Driver & Passenger Sides, Omit Rear Steps for use with Crew Cab

WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(2) TIRE, FRONT 12R22.5 Load Range H XDN2 (MICHELIN), 483 rev/mile, 75 MPH, Drive

(4) TIRE, REAR 12R22.5 Load Range H XDN2 (MICHELIN), 483 rev/mile, 75 MPH, Drive

MISCELLANEOUS SINGLE TONE CAB 1-2 BREAKS 35200---21GWK Color 1 Red FLNA30012 Colormap 405G4

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

4yr/Unlimited Mile Extended Warranty Covering A/C

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions for five (5) people. A weight allowance of 250 pounds shall be calculated for each person.

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

DATA PLAQUE

A data plaque shall be provided and installed on the inside of the driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required

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- Paint manufacturer, type, and color number
- Tire Speed Ratings

Location shall be in the driver's compartment or on the driver's door.

DIESEL ONLY LABEL

The fuel tank shall be labeled with a "Diesel Only" label that is green in color.

HOT EXHAUST LABEL

A "CAUTION HOT EXHAUST" label will be placed directly over the exhaust outlet on the apparatus body.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT" shall be installed on the rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- SEAT BELT USAGE

A warning label, stating: "WARNING CRASH HAZARD OCCUPANTS MUST BE SEATED AND BELTED WHEN VEHICLE IS IN MOTION..." shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (Exhaust outlet, sirens and air horns shall not be required for such equipment.)

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label, stating: "THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING" shall be provided and installed in the apparatus cab interior.

FRESH AIR EMBER SEPARATOR WARNING LABEL

A warning label, stating: "THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED." shall be provided and installed in the apparatus cab interior.

WARNING LABEL -- DO NOT WEAR HELMET

A warning label, stating: "CAUTION: DO NOT WEAR HELMET WHILE SEATED" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

MANUFACTURER LOGO

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus.

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The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

FRONT TOW PLATE

A horizontal full frame width, 3/4-inch thick steel plate, center pull, front tow eye shall be furnished and installed through or below the front bumper. The tow eye plate shall be triangle shaped extended 6 inches beyond the front bumper with a 3-inch X 4-inch rectangle tow eye.

The tow eye shall be braced and gusseted to prevent frame rail or bumper damage and bolted to the front frame rail web with eight (8) Grade 8 frame bolts and lock nuts.

The tow plate shall to be sprayed with black durabak.

FRONT RECEIVER

There shall be one bolted 2" receiver hitch on the front of the apparatus. The receiver shall be mounted off set as to prevent towing use.

REAR RECEIVER

There shall be one bolted 2" receiver hitch on the rear of the apparatus. The receiver shall be mounted off set as to prevent towing use.

REAR BUSTLE

A single, frame mounted, 3-inch X 4-inch diameter, rear towing eye shall be provided. It shall be manufactured from 3/4-inch thick steel plate and bolted between the rear frame rail webs with a minimum of eight (8), four (4) on each side, SAE Grade 8 frame bolts and lock nuts.

The tow eye shall be braced and gusseted to prevent damage to the frame rails, bumper or apparatus body while being towed from various angles. Access to the tow eye shall be below the bumper and designed not to interfere with the required angle of departure. The bustle shall be painted job color.

FRONT FRAME EXTENSION

The front frame rails shall be extended 16" ahead of the cab grill or fender area.

BUMPER PLATFORM

The front bumper extended frame rails shall feature an overlay constructed of .125 inch, 5052 grade, aluminum deck bright which shall offer space for mounting components necessary to the apparatus. The bumper extension shall measure approximately sixteen (16) inches from the cab to the front face of the extension and shall be approximately eight (8) inches in height.

DRIVERS SIDE -- FRONT BUMPER COMPARTMENT

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One (1) recessed hose storage compartment shall be installed in the drivers side of the bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

The straps shall be black in color.

BUMPER COMPARTMENT GRATING

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

CENTER -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the center front bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

BUMPER COMPARTMENT DOOR

An aluminum tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear, latch, and hold open device installed.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

BUMPER COMPARTMENT GRATING

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

PASSENGER SIDE -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the passenger side of the bumper. The compartment shall be constructed from smooth aluminum. The floor of the compartment shall have drain holes provided.

BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

The straps shall be black in color.

BUMPER COMPARTMENT GRATING

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The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

BUMPER

There shall be an International 15 degree bumper installed on the apparatus.

FRONT BUMPER COLOR

The front bumper shall be painted job color.

BUMPER SIDE WINGS

The bumper shall have steel side wings.

FRONT BUMPER WINGS COLOR

The front bumper wings shall be painted job color.

AIR HORN

One (1) Buell brand, Model #1063 15" air horn shall be provided and mounted on the frame rail of the passenger's side frame, behind the bumper.

AIR HORN FOOT SWITCH

One (1) foot switch shall be provided and installed. The foot switch shall be located on the driver's side of the floor and shall activate the air horn system.

EXHAUST SYSTEM MODIFICATION

The chassis exhaust system shall be modified to exit on the passenger side of the apparatus ahead of the rear wheel. The exhaust pipe modification shall be made from Stainless Steel and shall have an exhaust hanger every 12 inches.

EXHAUST HEAT WRAP

The exhaust pipe shall be wrapped with heat wrap from the diesel particulate filter to just shy of the end of the tailpipe.

BUMPER BOX PROTECTIVE FLAP

The protective flap shall be a cut down mud flap installed on the rear edge of the front bumper to eliminate debris from being deposited on the top of the front bumper and in the hose boxes.

REAR MUD FLAPS

The chassis shall be supplied with mud flaps with BME's logo. The mud flaps shall be installed behind the rear wheels.

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DRIVER SIDE CAB STEP

The apparatus shall be equipped with a chassis fuel tank and step area. The fuel tank and step area shall be located on the drivers side of the commercial chassis. The fuel tank shall be covered with aluminum tread plate.

DRIVER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the left side of the cab. The compartment shall measure approximately 36" wide x 18" high x 21" deep with a hinged aluminum door and a D-ring style latch.

The doors shall be painted job color.

BRASS BOX SLIDE TRAY

The left under cab compartment shall have these additional items installed, a 10-gauge reinforced plain anodized aluminum sliding drawer-type tray with a 4-inch vertical flange on all sides to be utilized for the storage of nozzles and adapters.

The tray shall utilize the maximum available space within this compartment and have extra heavy duty 500 pound lock-in/lock-out roller glides with stops to prevent it from sliding all the way out and to hold it securely in place when the compartment door is opened or closed.

The brass box tray shall feature adjustable 16 section slotted 4-inch high "egg-crate" divider designed for vertical storage of various nozzles and adapters.

COMPARTMENT LIGHTING

One (1) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s).

COMPARTMENT LIGHT / DOOR SWITCH

The interior compartment light shall be automatically controlled by a door activated "On-Off" switch. The switch shall be tied to the door ajar system also.

PASSENGER'S SIDE UNDER CAB COMPARTMENT

The passenger side under cab compartment shall be mounted below the rear cab doors in front of the relocated battery box, the compartment shall be made from stainless steel and have provisions to mount the upper and lower steps to it. The box and door shall be painted job color and shall have an aluminum diamond plate overlay that covers the top and both sides.

COMPARTMENT LIGHTING

One (1) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s).

COMPARTMENT LIGHT / DOOR SWITCH

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The interior compartment light shall be automatically controlled by a door activated "On-Off" switch. The switch shall be tied to the door ajar system also.

CAB STEPS

Aggressive, extruded aluminum surfaces shall be installed on each of the cab steps areas. The outside edges of the specified step shall be provided with 2" x 1.5" x .250" extruded and knurled aluminum rub rails.

CAB DOOR REFLECTIVE PANELS

The cab doors shall include reflective trim installed inside each door. Specified part shall include White reflective striping.

REAR AIR RIDE SEATS

CAB SEATING

The apparatus shall be equipped with two (2) Bostrom Sierra 100 air ride seats. The seats shall have an inside (1) arm rest.

The specified seat(s) covers shall be dark grey vinyl.

FRONT AIR RIDE SEATS

CAB SEATING

The apparatus shall be equipped with two (2) Bostrom Sierra 100 air ride seats. The seats shall have an inside (1) arm rest.

The specified seat(s) covers shall be dark grey vinyl.

REAR WALL ALUMINUM PLATE - FULL HEIGHT

Behind the rear seat mounted vertically on the inside rear wall of the cab a 1/4 inch aluminum sheet that is approximately 50 inches high by 60 inches wide will be mounted in the center resting on the floor to the rear wall of the cab inside with eight (8) 1/4 inch bolts with nutserts on the double wall supports.

This piece of aluminum will be centered, and the mounting bolts will not go through the outside of the cab. This piece of aluminum will be for hanging AVL electrical components after delivery.

This aluminum piece will completely cover the rear window for safety.

There will be a sticker in the middle of the aluminum cover for the rear window that will state do not drill in red one inch letters.

FAN CLUTCH LOCK UP

The fan clutch shall lock up when the apparatus is shifted into pump mode.

AIR HOSE OUTLET

(1) female quick connect air inlet/outlet shall be provided and installed and labeled "AIR INLET-OUTLET". The quick connect fitting shall provide connection to a utility air hose and shall be located on the pump

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operator's panel. A round shutoff valve shall be supplied next to the air inlet/outlet and labeled "AIR SHUT-OFF"

AIR TANK RELOCATION

The air tanks shall be relocated to the rear of the truck between the frame rails.

REMOTE MOUNT FRONT AXLE BREATHER HOSE

The front axle shall have a remount mount breather with hose, and have a metal 1/4" (LDI Industries 1U573 or equivalent) style vent will be supplied and gain two of lift and be mounted to the firewall on passenger side.

BATTERY RELOCATION

The chassis batteries are to be relocated to the passenger side of the chassis, below the rear cab door in the O.E.M. battery box, aft of the under cab compartment. The box shall have an aluminum diamond plate lid, and have provisions to mount an upper cab step to it.

UNDERHOOD LIGHTS

There shall be two (2) Tecniq LED light(s) installed under the hood of the chassis. Lights shall have local switching on the driver side under the hood.

LED HEADLIGHTS REPLACEMENT

The factory halogen headlights shall be replaced with LED headlights. The headlights shall be Truck Lite #27270C 7" LED.

AUXILIARY AIR CONDITIONER

The cab shall have a Red Dot #R6840 auxiliary air conditioner installed at the back wall of the cab. The auxiliary unit shall be connected to the OEM A/C compressor and feature it own fan speed and temperature controls. The unit shall be capable of 22,300 BTU/Hr cooling capacity with a 325 CFM fan.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance. The ember guard shall maintain a minimum 1/2 inch separation from the air filter.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

EMBER SEPARATOR

The final stage manufacturer shall install a stainless steel ember separator within the fire pump engine air intake system.

FUEL TANK SKID PLATE

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A heavy duty removable skid plate shall be fastened to the bottom side of the fuel tank. The skid plate shall have the front and rear sides turned up to prevent digging into the ground when the apparatus is in off road conditions.

EXTERIOR CAB TRIM

A rubber debris skirt will be installed to prevent debris and embers from entering between the cab and frame. The debris skirt will be attached with a 12 gauge stainless steel trim piece the full length along the lower cab seam below the cab doors. The trim shall be fastened to the body seam with evenly spaced 10/32 stainless steel Phillips head machine screws and nylock nuts.

AIR, FUEL, ELECTRICAL LINE PROTECTION

All air lines, fuel lines and electrical harnesses below the chassis frame rails shall be protected with fire resistive sleeves.

FUEL TANK VENTING

The O.E.M fuel tank vent line shall be extended from the fuel tank and vented to the atmosphere. The vent line shall extend vertically from the tank to the bottom of the cab rear window and then bend 180 degrees towards the ground. A vent plug orifice (#60 drill size) shall be installed into the upper end of each line. No fuel tank roll over protection check valves shall be removed from the fuel system. Any chassis fuel system modifications shall be fully compliant CARB regulations, CVC and FMVSS.

All fuel vent lines shall be copper, steel, or Aeroquip hose, and shall be loomed, "grommeted", and firmly clamped in position to prevent chafing or damage and all synflex fuel hoses shall be wrapped with fire wrap lagging capable of withstanding temperatures in excess of 250°C.

The fuel tanks and lines shall be protected as necessary from exhaust heat through the use of heat shields or baffles. Use only metal fasteners, coated or insulated for maximum fuel line protection.

ECM PROGRAMMING

The cab and chassis ECM shall be programmed as required to allow the apparatus to achieve 68 MPH top speed.

Performance Tag - Portable Pump

A tag shall be provided on the pump control panel indicating the performance of the portable pump

Pump Performance

20 gpm @ 310 psi

140 gpm @ 145 psi

180 gpm @ 80 psi

FIRE PUMP SPECIFICATIONS

A Darley model JMP 500 GPM two stage fire pump shall be installed. Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be equipped with a series-parallel

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changeover valve control on the pump panel.

Pump casing shall be a fine grain cast iron, with a minimum tensile strength of 30,000 PSI. Pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine. Seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair.

Bearings provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

The pump transmission case shall be heavy-duty cast iron with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturers engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel, ground, and carburized. Chain drive and/or design requiring extra lubricating pump is not acceptable.

Pump drive shaft shall be precision ground, heat-treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump transmission shall require no further lubrication beyond that provided by the intrinsic action of the gears, to reduce the likelihood of failure due to loss of auxiliary lubrication.

MECHANICAL SEAL

The mechanical seal shall use silicon carbide mechanical seals with welded springs. The stationary face of our mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

PUMP SHIFT NO PUMP AND ROLL

The pump transmission shall be engaged by a guarded toggle switch which will lock in both the road and the pump mode to ensure that accidental pump engagement or disengagement is avoided.

The main fire pump shift controls shall be mounted in the cab and identified as "PUMP SHIFT" and shall include a permanently inscribed pump shift instruction I.D. plate. The pump shift controls shall include

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indicating lights located on the in-cab and left pump panels that advise the operator that the pump shift has been completed and it is O.K. to pump.

The indicating lights shall be as follows:

- To indicate that the pump shift has been successfully completed.
- An "O.K. to Pump" light located in the cab to indicate that the pump is engaged, the transmission is in neutral and the A "Pump Engaged" light located in the cab and on the left pump panel parking brake is set.
- A "Throttle Ready" light located on the left pump operators' panel to indicate the apparatus is in the O.K. to Pump mode.

The main pump shall be used for stationary pumping only. The main pump shall include a lock-out system that is interfaced with the apparatus electrical and parking brake systems and is designed to keep the main pump from being used in pump and roll operations.

The transfer valve will cycle every time the ignition is turned on to keep calcium buildup down and maintain movement of the valve. Once it cycles it will return to the switch location. The switch will default to *pressure* mode.

FIRE PUMP ANODE SYSTEM

The fire pump plumbing system shall be provided with anode system to reduce corrosion within the piping. The anode shall be bolt-in or screw-in type and easily replaceable.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

FIRE PUMP TEST

The fire pump shall undergo factory fire pump tests for a minimum of 30 minutes of continuous pump at rated capacity at rated net pump pressure prior to delivery of the completed apparatus. The complete pump test shall include a pressure control test, a priming system test, a vacuum test and a water tank to pump flow test. The factory pump testing results shall be furnished on delivery.

FIRE PUMP PTO AND DRIVELINES

A "Hot Shift" power-take-off shall be installed on the transmission PTO opening with the controls located in the chassis cab, with an AMBER warning light to note engagement. The drive shaft and universals shall be sized for intended usage and pump rating.

INTAKE DUMP VALVE

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An Elkhart model #40/40 intake dump valve shall be provided and plumbed into the intake side of the main pump. The valve shall be preset from the factory at 125 psi. The pressure setting controls for the valve shall be accessible from beneath the pump compartment.

The 45° stainless steel discharge pipe shall be angled away from the tire and terminate with a 2½-inch NST male adapter and labeled "Do Not Cap".

THERMAL PUMP COOLER

The fire pump shall be equipped with an overheat protection device which monitors the temperature of the water inside the pump and relieves water when the temperature inside the pump exceeds 140 degrees Fahrenheit. The Waterous Model #OPM shall also have a warning light on the pump panel to provide additional protection in the event the temperature inside the pump continues to rise with the overheat protection valve open. The warning light and test button shall be mounted to a heavy polished casting that is mounted to the pump operator's panel.

MASTER PUMP DRAIN

One (1) Trident, multiple-port drain valve, fabricated from bronze, shall be provided and controlled at the pump operator's control panel. The valve shall be opened by turning a rotary hand wheel. The valve shall be plumbed to drain both the discharge and intake sides of the pump, the relief valve and other plumbing components as required.

The valve shall be placed as low as possible to provide proper drainage of the components plumbed to it. The valve shall be rated to 600 PSI minimum and suitable for daily valve actuation.

MAIN PUMP PLUMBING

The PTO main pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection. Drain lines shall be provided at the lowest points in the plumbing system to allow for complete drainage. Bleeders shall be provided for all gauges to relieve pressure after use.

PORTABLE PUMP

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A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

20 gpm @ 310 psi
140 gpm @ 145 psi
180 gpm @ 80 psi

Diesel Engine

Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply

The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

Fuel Prime

A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

Lubrication

Pressure feed with spin-on filter.

Starter

12-volt electric wired into the chassis battery system

Exhaust

A spark arrestor shall be provided on the engine exhaust system.

Air Intake

An air cleaner shall be provided with easy access to remove the element.

An ember screen shall be provided on the inlet to the air cleaner.

The auxiliary fire pump shall provide pressure to all 2-inch discharge valves only including the hose reel and be capable of re-circulating tank water for pump cooling purposes through the 2-inch tank filler valve.

NOTE The engine oil dipstick will be at the same level of height as the valve cover on the auxiliary engine.

CATTRON CONTROL PANELS

The auxiliary pump throttle controls shall be Cable Craft, low friction, lockable style throttle cables. There shall be one (1) throttle cable mounted on the cab console and one (1) throttle cable mounted on the left side operators pump panel.

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Panel to include the following items:

Start / Stop Push Button Switch
 Ignition "On" Light (Green)
 Low Engine Oil Pressure Light
 High Engine Temperature Light
 Low Pump Water Pressure Light
 Alternator Charge Fail Light
 Glow Plug Active Light
 Push Button Primer
 Tachometer
 Discharge Pressure Gauge (Red Back Lighted)
 Vernier Throttle

AUX PUMP BYPASS COOLER

An auxiliary pump shall have cooling ability. A line will be installed for the auxiliary pump output that uses 1/8 inside diameter hose 300 psi minimum and will travel to the tank fill tower and drain inside facing down and have a check valve installed for priming purposes.

This line will always flow water when the auxiliary pump is running and drain back into the tank. If larger than 1/8 inside diameter hose is used an orifice tube to reduce the flow to 1/8 inch will be installed.

AUXILIARY PUMP PLUMBING

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection.

AUXILIARY PUMP EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. An additional guard shall be installed where the pipe is exposed to touch by an operator.

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LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

LOW OIL PRESSURE / HIGH TEMPERATURE PUMP SHUT-DOWN

If the fire pump has low oil pressure or high engine temperature, automatic pressure switches shall detect the condition, and the device shall turn off the fire pump operation. There shall be an override switch provided and installed on the operators pump panel to allow the system to be disabled when required.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

The fuel tank pick-up tube shall be designed to ensure the auxiliary engine will not exhaust the fuel supply of the vehicle. (minimum 15-gallon reserve)

A marine grade one way check valve shall be installed in the fuel line to eliminate the possibility of air locks in the fuel line and prevent the inability of the auxiliary pump engine to start instantaneously.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY AND MAIN PUMP PLUMBING

The auxiliary fire pump shall be plumbed to the main pump discharge.

AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

AUXILIARY PUMP COVER

A louvered hinged cover with suitable latches shall be provided over the pump and power unit assembly. The area around the assembly shall remain open for maintenance and air circulation and the radiator shall be located behind ventilated side sheet.

LIGHTING

The specified compartment shall have no compartment lighting.

DOOR AJAR SENSOR

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The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

BYPASS FIRE PUMP COOLER

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler".

4" UNGATED INTAKE -- LEFT SIDE

One (1) 4" un-gated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NH male and equipped with a removable screen.

One (1) chrome brass 4" NH rocker lug cap with a securing chain or cable shall be installed on the intake.

2-1/2" GATED INTAKE -- LEFT SIDE

One (1) 2-1/2" gated suction intake shall be recessed mounted on the left side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

2-1/2" GATED INTAKE -- RIGHT SIDE

One (1) 2-1/2" gated suction intake shall be recess mounted on the right side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

WATER TANK SUPPLY LINE TO FIRE PUMP

A 3" water tank to pump line shall be installed, with a 3" full flow quarter turn ball valve and 3" piping. The line shall be equipped with a hump hose with stainless steel hose clamps and a 3" check valve to prevent pressurization of the water tank.

One (1) Akron 8830 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed

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to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

The 3" valve shall be equipped with an air operated cylinder and control actuator installed on pump panel. The controls shall be located on the left pump operator's panel, be labeled "Tank to Pump", and feature a "green" valve open and "red" valve closed indicator light.

PUMP TO TANK

There shall be a pump to tank line provided from the discharge side of the pumps and plumbed to the top of the tank. The plumbing shall be 2-inch with a 2-inch Akron 8800 series ¼-turn full flow ball valve, and shall be controlled at the left pump panel by a push/pull T-handle and linkage. The pump to tank shall be plumbed to flow water from both the main and auxiliary pumps. Control shall be labeled "Tank Fill".

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The valve shall be equipped with a Thuemling manually operated pull rod, with quarter-turn locking feature.

2-1/2" DISCHARGE LEFT SIDE -- FORWARD PUMP PANEL

One (1) 2-1/2" discharge shall be installed on the left side forward pump panel area controlled by a quarter turn ball valve with the appropriate handle. The discharge shall have 2-1/2" NH male hose threads, bleeder valve, and chrome brass cap, with a label adjacent the control handle.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

2.5" DISCHARGE -- REAR LEFT

One (1) 2.5" discharge shall be installed on the rear left panel with controlled by a quarter turn ball valve. The discharge shall have 2.5" NH male hose threads and nameplate label adjacent the control handle.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

2" DISCHARGE -- REAR RIGHT

One (1) 2" discharge shall be installed on the rear right panel, controlled by a quarter turn ball valve on pump panel. The discharge shall have 2" NPT x 1-1/2" NH male hose threads and nameplate label adjacent the valve

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control handle.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass reducing adapter with a 2" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome plated brass 30 degree elbow with 1.5" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

1-1/2" CROSSLAY DISCHARGES

Two (2) pre-connected 1-1/2" hose cross lays shall be installed over pump enclosure. One (1) each side. They shall be arranged in a single stack design with a divider in the center of the storage area. Each storage area shall extend from the side of the pump house to the center of the pump house. The dimensions shall be approximately 4-1/2" wide x 36" deep x 32" tall.

Two (2) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

The crosslay hosebed shall be equipped with an aluminum diamond plate hinged cover and vinyl end flap enclosures on each side, installed in compliance with applicable NFPA #1901 standards. The cover shall be equipped with rubber bumpers and lift up handle on each end of the cover.

The specified crosslay flaps shall be red.

CROSSLAY EDGES

The crosslay side sheets shall be rolled on each side to act as a guide for the hose to come out of the tray.

Two (2) chrome plated brass reducing adapter with a 2" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

Two (2) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

1-1/2" BUMPER AREA DISCHARGE (LEFT SIDE)

One (1) 2" discharge shall be provided at the driver's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking. The swivels shall feature stops allowing them to only rotate 220° from left side to right along the forward radius.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed

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to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

1-1/2" BUMPER AREA DISCHARGE (RIGHT SIDE)

One (1) 2" discharge, shall be provided at the passenger's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking. The swivels shall feature stops allowing them to only rotate 220° from left side to right along the forward radius.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

2" ISOLATION VALVE

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

HOSE REEL

One (1) Hannay aluminum hose reel Model #SBSEPF17-28-29-RT shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 12 volt electric motor of appropriate size for rewinding. The hose reel shall have provisions for being rewound manually. The pinion shaft for the manual rewind gear shall be equipped with an adjustable tension brake, controlled at the hose reel.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

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The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

HOSE REEL MOUNTING

The hose reel shall be mounted over the pump enclosure.

Two (2) Cole Hersee #M-608 push button hose reel rewind controls shall be installed supplied and installed to rewind the hose reel. One (1) button shall be installed on the left pump panel and one (1) button shall be installed on the right panel.

HOSE REEL NOZZLE MOUNTING

The specified hose reel nozzle shall be mounted with a PAC nozzle mount. Install the nozzle pocket on the pump panel below the hardline fairlead with two 5/16 bolts.

HOSE REEL ROLLERS

The hose reel shall include one horizontal and two vertical chrome fairlead rollers. Two (2) additional sets of fair lead rollers shall be located on the auxiliary pump cover for guiding the hose across the top of the apparatus.

FOAM SYSTEM

A FoamPro electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flowmeter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (13.8 BAR) with a maximum operating pressure up to 400 PSI (27.6 BAR). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It receives signals from the control module and

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power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flowmeter and tee with 2" male NPT threads.

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 1600 Series foam system shall be provided with a control cable from the controller to the foam pump assembly.

The FoamPro 1600 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flowmeter shall be provided. The flowmeter shall be installed in the "foam capable" discharge line. The flowmeter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlets connections.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 1600 Series foam system and shall meet applicable sections of the NFPA standards.

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A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 1600 series foam system layout and shall meet applicable sections of the NFPA standards.

The foam system will be fastened and mounted from a double gusseted 5/16 steel mount and be supported on the top and bottom of the foam pump system to the buildup.

FOAM SYSTEM OUTLETS

The following discharges shall have foam distributed to them.

- Front bumper discharges
- Front bumper monitor (if applicable)
- Pump house crosslay pre connects
- Booster hose reel
- Rear 1-1/2" discharge

FOAM SYSTEM CAB CONTROL

A FoamPro on-off control switch shall be installed in the cab console.

FOAM UPLOAD SYSTEM

There shall be a Hale EZ Foam upfill system supplied and installed on the apparatus. The foam transfer system will be mounted from the frame rail with 1/4-inch steel plate that is gusseted on both ends for support.

PUMP MODULE ENCLOSURE

The PTO fire pump enclosure shall be a separate unit from the body unit and shall be attached and supported at the chassis frame rails. This module shall allow for independent flexing of the pump enclosure from the body, chassis, and tank, and shall permit quick removal. The module shall have Polypro mounting pads and shall be attached to the frame rails. The module shall be a welded frame with all vertical supports from 1/4 wall A-36 mild hot rolled steel to be continuous, (no splices or brakes on vertical supports).

The pump enclosure shall be approximately 27" front to rear, 72" right to left, and 60" high.

PUMP ENCLOSURE RUNNING BOARD

Both the drivers and passenger side shall be equipped with a side running board a minimum of 12" deep. The running board shall extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab. The exterior edge of the running board shall be constructed of a non-slip aggressive surface, supported by the pump enclosure framework, and bolted in place with stainless steel fasteners. The outside edges of the specified step shall be provided with 2" x 1.5" x .250" extruded and knurled aluminum rub rails.

Specified part shall include White reflective striping.

PUMP ACCESS SERVICE DOOR -- UPPER LEFT SIDE

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The upper left side of the side mount pump enclosure shall be provided with a pump service access door. The hinged door shall be constructed of stainless steel powder coated satin black, with push button type lever latches for service access.

PUMP PANELS

The pump panels shall be constructed of stainless steel, bolted to the pump enclosure with stainless steel fasteners. The operators side pump panel shall be powdercoated satin black, while the right side panel shall be brushed stainless steel.

MASTER INTAKE PRESSURE GAUGE

One (1) master intake pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 30-0-150 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 3% or 1" hg on the vacuum side and 5% or 15 PSI on the pressure side of the gauge.

The gauges shall be wired so when the pump is engaged the gauge light turns on. The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, Red, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge bezel shall be Chrome in color.

MASTER DISCHARGE PRESSURE GAUGE

One (1) master discharge pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 0-600 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 5% or 15 PSI on the pressure side of the gauge.

The gauges shall be wired so when the pump is engaged the gauge light turns on.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, Red, LED bulb in a water-resistant holder.

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Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.
Gauge bezel shall be Chrome in color.

TEST TAPS

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

PRESSURE GOVERNOR and ENGINE MONITORING DISPLAY

Fire Research PumpBoss series PBA401-D00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8". The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored engine information and outputs for engine control shall be on the J1939 databus. Inputs from the pump discharge and intake pressure sensors shall be electrical.

The following continuous displays shall be provided:

- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Engine oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature; shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display
- Pressure and RPM operating mode LEDs
- Pressure / RPM setting; shown on a dot matrix message display
- Throttle ready LED.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

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The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and display shall be programmed to interface with a Cummins engine.

Intake and discharge pressure transducers, water lines, and gauges which control the pump performance will be protected from freezing to ensure no accidental pump shut down will occur.

An aluminum fold down door and cover made from 1/8 aluminum will be added to the pressure governor that would fold up and lock in place while pumping and will be painted to match the paint on the pump panel. This will protect the governor from the sun and radiant heat on fires.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. The gauge shall be interlocked to turn off when the parking brake is released and the pump is engaged. The specified level gauge shall only activate while the park brake is set and the pump is engaged.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the cab console. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. The gauge shall be powered when the parking brake is released and the aux pump is engaged. The specified level gauge shall only activate while the park brake is released and the auxiliary pump is engaged.

WATER TANK VOLUME REMOTE INDICATOR

Three (3) Fire Research TankVision model WLA280-A00 tank remote indicator shall be installed. The indicator shall show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case shall be waterproof, manufactured of Polycarbonate material with an integrated lens. The package includes a rubber gasket.

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The remote indicator shall receive input information over a datalink from a Fire Research TankVision primary indicator model WLA200-A00, WLA300-A00 or WLA400-A00. The remote indicator shall indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times. It shall have the program capability to adjust the brightness level for day time and nighttime viewing.

One (1) mounted on each side of the cab, on the "C" Pillars.

One (1) mounted at the rear of the apparatus on the drivers side between the handrail and the I-Zone bracket, above the BME placard.

The specified level gauge shall only activate while the park brake is set and the pump is engaged.

CLASS A FOAM TANK GAUGE

One (1) Fire Research brand, Model WLA360-A00 tank level gauge shall be provided on the pump operator's panel to monitor the foam concentrate storage tank level. The gauge shall indicate the foam concentrate storage tank liquid level on an LED bar graph display.

The specified level gauge shall only activate while the park brake is set and the pump is engaged.

NOMENCLATURE PLATES

The apparatus shall be equipped with color coded labels. 5/8-inch X 3-inch metal, Vision Mark individual nomenclature plates shall readily identify all switches, valves, and controls. The lettering shall be deeply etched; enamel paint filled or anodized aluminum-etched color-coded tags and shall describe the function of all the pump panel controls, switches, discharge and suction valves. The plates shall be attached with stainless steel nylock nuts and machine screws. The plates shall be attached with stainless steel nylock nuts and machine screws (Plastic I.D. plates, rivets, adhesive backed plates, and/or self-tapping screws are Unacceptable).

MIDSHIP PUMP PANEL LIGHTS -- DRIVERS SIDE

There shall be three Tecniq brand LED lights installed under a stainless steel light shield mounted above the pump panel. The two outer lights shall be operated by a panel mounted switch, while the middle light will only be activated upon pump engagement.

One (1) of the pump panel lights shall illuminate at the time the fire pump is engaged.

MIDSHIP PUMP PANEL LIGHTS -- PASSENGER SIDE

There shall be one Tecniq brand LED light installed under a stainless steel light shield mounted above the pump panel. The light shall activate upon pump engagement.

PUMP ENCLOSURE WORK LIGHTS

Two (2) LED work lights shall be installed in the pump enclosure. The work lights shall have clear lenses and shall have a control switch.

DESIGN AND SCOPE OF WILDLAND BODY

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The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The body module shall be mounted to the chassis frame rails utilizing a unique double spring mounting system for flexibility and durability over the lifetime of the apparatus. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in or mounted to the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring lifetime durability, functionality and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated from steel tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength, longevity and providing the skeleton of the body module. The internal upright members of the framework shall act as support for the top layer of the body module. The external upright members shall act as an exoskeleton providing form and support for compartments while acting as the external surfaces of the module. The framework shall define the compartment openings and provide a rigid mounting location for all compartments and doors.

The foundation cross-members shall be placed perpendicular to the chassis frame rails in the wheel well area extending the full width of the body.

All tank support cross members shall be placed to support the water tank as per the tank manufacture's recommendation.

The internal upright supports for top layer components shall be placed to provide support for all components located on the top layer of the body module and shall be constructed of steel tubing.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring loaded body mounting assemblies. Each two piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward or aft movement. Mounting assemblies shall be placed forward and rearward of the rear axle as necessary to provide a strong and stable mounting of the body module

Each mounting assembly shall consist of a "male" upper mounting bracket and a "female" lower mounting bracket. The upper mounting brackets shall be fabricated from .375 inch thickness steel plate, with .375 inch painted steel lower mounting brackets. There shall be no vertical bends or offsets for strength.

The mounting brackets shall be aligned and connected by two (2) 5/8 inch diameter grade 8 bolts equipped with

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compression springs. The Springs that are used to allow the body to travel up and down shall have a minimum travel of 7/8 inches on each mount after the spring is compressed with the mounting nuts.

COMPARTMENT FLOOR, SWEEP OUT STYLE

Each compartment shall feature a raised floor sufficient enough so the lip of the compartment shall clear the frame rail of the body module to allow debris to be removed easily from the compartment.

COMPARTMENTATION

All compartments shall be constructed of 14 gauge E.G. steel welded for strength and shall be sealed from the elements. The compartments shall be attached to the steel superstructure only, in order to maintain a truly modular design. Each compartment shall feature a smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

DRIVER'S SIDE BODY COMPARTMENTS

COMPARTMENT D1

One compartment shall be provided on the driver's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel. The compartments approximate "clear door opening" is 51" wide by 39" high with a variable depth of 13.5/23". Compartment shall have two hat sections that are 4.25 inch wide and will be spaced two inches apart that run from either side of the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

AJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

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ADJUSTABLE SHELVES

Two (2) adjustable shelve(s) shall be constructed of .188" thick smooth aluminum plate and be mounted in specified compartments with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement. All shelves shall be orbital DA finish.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT DIVIDER

There shall be one (1) vertical compartment divider(s) installed in the specified compartment. The divider(s) shall be bolted in place for ease of removal. The aft side of the vertical divider shall have two (2) vertical unistruts installed.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant. The specified Dri-Deck grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT D2

One full height compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from the top of the body to the rub rail in height. The compartments approximate "clear door opening" is 34"

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wide by 58" high with a variable depth of 13.5"/22.5". Compartment shall have two hat sections that are 4.25 inch wide and will be spaced two inches apart that run from either side of the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE SHELVES

Two (2) adjustable shelve(s) shall be constructed of .188" thick smooth aluminum plate and be mounted in specified compartments with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement. All shelves shall be orbital DA finish.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

TOOL BOARD ON SIDE WALL OF COMPARTMENT

Two (2) PAC TRAC tool board panel shall be provided and mounted vertically on the side wall of the specified compartment. The tool board shall be mounted directly to the wall and not to unistrut.

TOOL BOARD REAR WALL OF COMPARTMENT

A PAC TRAC tool board panel shall be provided and mounted vertically on the back wall of the specified compartment. The tool board shall be mounted directly to the wall and not to unistrut.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant. The specified Dri-Deck grating shall be black in color.

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COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

PASSENGER SIDE BODY COMPARTMENTS

COMPARTMENT P1

One compartment shall be provided on the passenger's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel in width and from the top of the body side to the wheel well in height. The compartments approximate "clear door opening" is 51" wide by 39" high with a depth of 12". Compartment shall have two hat sections that are 4.25 inch wide and will be spaced two inches apart that run from either side of the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

AJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

ADJUSTABLE SHELVES

One (1) adjustable shelve(s) shall be constructed of .188" thick smooth aluminum plate and be mounted in specified compartments with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement. All shelves shall be orbital DA finish.

COMPARTMENT SHELF GRATING

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The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

COMPARTMENT P2

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from below the walkway to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 12"/22". Compartment shall have two hat sections that are 4.25 inch wide and will be spaced two inches apart that run from either side of the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) 1/4-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

AJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide

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support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

ADJUSTABLE SHELVES

Two (2) adjustable shelve(s) shall be constructed of .188" thick smooth aluminum plate and be mounted in specified compartments with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement. All shelves shall be orbital DA finish.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

BACK BODY COMPARTMENTS

COMPARTMENT B1

One compartment shall be provided at the back of the apparatus body, below the hose bed and above the tailboard. This compartment shall span just center of the tank. The compartments approximate "clear door opening" is 27" wide by 34" high with a depth of 25". Compartment shall have two hat sections that are 4.25 inch wide and will be spaced two inches apart that run from either side of the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

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COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

AJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

ADJUSTABLE SHELVES

One (1) adjustable shelf(s) shall be constructed of .188" thick smooth aluminum plate and be mounted in specified compartments with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement. All shelves shall be orbital DA finish.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

PUMP HOUSE COMPARTMENT (PH1)

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There shall be a compartment located on the upper passenger side of the pump house. The compartment dimensions shall be approximately 21" wide x 23" high x 12" deep.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELVES

One (1) adjustable shelf(s) shall be constructed of .188" thick smooth aluminum plate and be mounted in specified compartments with double bolt cast aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement. All shelves shall be orbital DA finish.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Deck grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

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PUMP HOUSE COMPARTMENT (PH2)

There shall be a compartment located on the lower passenger side of the pump house. The compartment dimensions shall be approximately 11.5" wide x 18" high x 18" deep.

COMPARTMENT VENTILATION LOUVERS

The specified compartments shall be provided with ventilation louvers. These units shall be approximately 4" to 6" in size to allow exterior air or interior air movement.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant. The specified Dri-Deck grating shall be black in color.

COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

SLIDE-IN REAR LADDER COMPARTMENT - PASSENGER SIDE

The rear passenger side of the apparatus body shall have a vertically mounted slide-in ladder storage compartment. The compartment shall be **capable** of storing one (1) *20-foot three-section Duo Safety model #912 ladder, one (1) *backboard minimum dimensions 72" L x 16" W x 2" H (Ferno "Najo Light NB5500" or similar), one (1) *8-foot long pike pole and one (1) *5-foot digging bar, one (1) *8-foot rubbish hook, *New York Roof Hook with locking pins to secure each item.

*Items are to be purchased by the end user.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

SLIDE-IN REAR SUCTION HOSE COMPARTMENTS

Two (2) suction hose storage compartments will be located above the side storage compartments on both sides of the apparatus. The compartments will hold a combined total of three (3) eight (8) foot sections of four (4) inch hard suction hose and strainer.

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Both compartments will be capable of holding two (2) eight (8) foot sections of hose if needed. Each compartment will have a stainless steel painted hinged door on the rear of the compartment. Each compartment door will have a locking positive latching door latch.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

TOP COMPARTMENT TC1

The hose bed shall be provided with a compartment down the center of the hosebed. The top compartment shall have a one piece aluminum treadplate cover. Approximate "clear door opening" dimensions shall be 13" wide by 75" deep and 16" high.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

LIGHTING

The specified compartment shall have no compartment lighting.

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

PAINTED ALUMINUM PANEL

There shall be a smooth aluminum panel bolted to the rear of the center top storage box.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with stainless steel threaded fasteners.

REAR WHEEL FENDERETTES

Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with stainless steel threaded fasteners.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

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The SCBA door shall be a Cast Products door, the door shall feature a push button on the side to open door. The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door, the door shall feature a push button on the side to open door. The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door, the door shall feature a push button on the side to open door. The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door, the door shall feature a push button on the side to open door. The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cushion the bottle glued into the tube.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RUB RAILS, CLEARANCE LIGHTS, AND REFLECTIVE TAPE

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" x 1.25" x .250" extruded aluminum rub rails, with end caps or angled corners.

Specified part shall include White reflective striping.

FRONT OF BODY -- PROTECTIVE SURFACE

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The entire front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

FRONT CORNERS OF BODY -- PROTECTIVE SURFACES

The front corners of the apparatus body shall include a protective surface installed. The surface shall be constructed of polished stainless steel material.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color.

OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material.

TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of aluminum tread plate material.

ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors shall be provided with an aluminum drip rail above the doors.

ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

One (1) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be .125" aluminum for durability. The interior surface shall be .080" aluminum. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip on both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the door creating a third layer of water protection.

The door shall be designed utilizing a D-ring style latch system. A 6" stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws. The D-ring locking mechanism shall be a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch shall seal the door from water and other elements once the door has been properly closed.

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The door shall be mounted using a stainless steel piano style hinge and a .25" diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

The exterior of the compartment doors and the door frames shall be painted to match the body in quality and tone. The interior surface shall not be painted, it shall be sanded utilizing a dual orbital technique.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

There shall be five (5) double, vertically hinged sets of doors fabricated from aluminum and installed on the apparatus body. Each door shall feature exterior surfaces which overlaps the opening of the compartment. The exterior surface shall be .125" aluminum for durability and damage resistance. The interior surface shall be .080" aluminum for structural support and overall appealing appearance of the compartment. The frame of the doors shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The doors shall be designed utilizing a D-ring latch system. A 6 inch stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door to allow the door to seal and fasten in the closed position. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws for added stability of the mechanism and ease of maintenance in the event of damage. The D-ring locking mechanism shall be of a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch will seal the door to water and other elements once the doors has been properly closed.

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The doors shall be mounted with a stainless steel hinges with .25" diameter hinge pin for stability. The vertical hinges shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

A polished stainless steel scuff guard shall be installed on the bottom of the compartment opening to prevent damage and wear to the paint and finish of the body module due to the removal and storage to equipment in the compartment.

The exterior of the compartment doors and the door jambs shall be painted to match the body in quality and tone. The interior of the door shall not be painted due to lack of exposure and inherent resistance to corrosion. The interior of the door shall be sanded utilizing a dual orbital technique. The sanding shall provide for a smooth, regular, scratch free surface on the interior of the door. The exterior skin to door frame joining seam shall be caulked and painted to provide a moisture proof seal.

Each compartment shall be provided with two vertically hinged doors with one (1) D-ring latch on each door in the set of doors.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

REAR STEP

The rear bumper shall be made from aluminum diamondback grip strut. The design of the grip strut shall allow for no debris or dust buildup and will allow for easy clean out with just water.

The step shall be of a three piece design each section to operate independently during body and chassis flexing. The step will be full body width by a minimum 8-inch deep stand off type. When mounted, the loaded rear departure angle will be no less than 22 degrees.

The drop step will have locking positions to allow for up position storage and rear compartment door opening access. The drop step will incorporate a stop in the down position to prevent movement when in use.

AUXILIARY FIXED STEP -- DRIVERS SIDE REAR

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Three (3) Cast Products 8" square cast aluminum auxiliary step(s) shall be provided. The step shall be installed on the rear drivers side of the body.

AUXILIARY FIXED STEP -- PASSENGER SIDE REAR

Three (3) Cast Products 8" square cast aluminum auxiliary step shall be provided. The step shall be installed on the rear passenger side of the body.

HANDRAILS

Three (3) knurled type non-slip handrail, approximately 18" in length, shall be vertically installed.

HANDRAILS

Two (2) knurled type non-slip handrail, approximately 42" in length, shall be vertically installed.

HANDRAILS

Two (2) knurled type non-slip handrail, approximately 12" in length, shall be horizontally installed.

HANDRAILS

One (1) knurled type non-slip handrail, approximately 60" in length, shall be horizontally installed.

HOSE BODY CONSTRUCTION SPECIFICATIONS

The hose bed side sheets and floor shall be constructed from aluminum material. The hosebed shall provide two separate hose beds one on the left and one on the right side of the top loaded center dunnage. The hose body shall be free of sharp corners, bolts, or other obstructions that may catch hose and other equipment.

HOSE BED DIVIDER

Two (2) adjustable width hose bed divider constructed from no less than .250 (1/4") aluminum material shall be installed. The divider shall be secured to the hose bed by utilizing adjustable track type channels and fasteners. The divider shall be full length and depth of the hose bed.

HOSE STORAGE BRACKETS

Two (2) I-Zone hose brackets shall be provided on the rear of the apparatus body, rear-facing, one (1) on each side of the body. Approx length of the I-zone pole shall be 24".

ALUMINUM HOSEBED GRATING

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall feature an anodized, contoured, ribbed top surface. The slats shall be of widths approximately 3/4" high x 4.5" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

ALUMINUM HOSEBED COVER

Two (2) separate aluminum tread plate hose bed covers shall be installed, 1/8-inch aluminum alloy diamond plate reinforced with a 1/8-inch aluminum alloy hat section as needed to support walking on the hose bed covers. The

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covers shall be hinged on the outboard side using full length polished stainless steel hinges with a minimum $\frac{3}{8}$ -inch pin and 1-inch joint length and installed to avoid any hindrance in walking on hose bed covers.

The hose bed covers shall have full length handrails installed along the rear lip and one (1) additional grab handle mounted on the top side of the covers and two (2) mechanisms on each cover to assist with opening and closing of the hose bed covers. Each hose bed cover shall have a mechanism to hold the hose bed cover in the open position and will be substantial enough to prevent accidental closing in extreme wind conditions.

The covers shall be reinforced so that they will support the weight of a person walking on the cover and shall be sloped to the outboard side of the apparatus to aid in water run-off.

HOSEBED REAR ENCLOSURE

A vinyl end skirt with two (2) straps per cover, and large quick release buckles (minimum 2-inch) shall be installed on each hose bed cover. Quick release buckles and nylon tie down straps shall be attached to the end skirts. The end skirts will be weighted at the bottom end with a full width flat strip of metal sewn into the hem of the skirt. The end skirts, straps, buckles, etc. will be exposed to direct sun light and shall be protected against UV rays.

The flaps shall be black in color.

HOSEBED -- AREA LIGHTS

(4) Tecniq E10 lights shall be provided and installed on hosebed door(s).

DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

WATER TANK SPECIFICATIONS

A United Plastics Fabricating (UPF), 500 gallon booster tank (Poly Tank) shall be fabricated from a minimum of .500" polypropylene complete with a minimum of .375" polypropylene internal full height baffles that are raised 4" off the tank floor for maximum water flow between baffles. In addition, provisions for the main pump outlet, direct tank filler inlet, a pump to tank filler/churn valve inlet, a back pump filler outlet, a fitting for an electronic water level gauge sensor and clean outs for manual tank flushing shall be provided. The tank shall be structurally reinforced and restrained to prevent deformities or damage to the tank or apparatus body during stressed off road operations. The booster tank shall be a rectangular design, and shall be capable of being completely removable from the body without cutting or bending of any components. The tank and cradle assembly shall be mounted to the chassis frame in strict accordance to the tank manufacturer's installation guidelines.

The water tank shall be constructed of polypropylene, nitrogen-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thicknesses. The tank shall carry a lifetime warranty. The water tank shall be manufactured by United Plastic Fabrication.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid

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movement between compartments. The cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered. Tank construction shall conform to applicable NFPA standards. The water tank shall be configured in a rectangular style with consistent widths on the sides from top to bottom.

TANK FILL AND OVERFLOW PROVISIONS

The water tank shall have a combination vent and manual fill tower. The fill tower shall be fabricated from 1/2" polypropylene and shall have a minimum outer perimeter dimension of 8" x 8". The tower shall have a 1/4" thick polypropylene screen and a polypropylene hinged cover. Inside the fill tower, halfway down from the top, shall be fastened a vent overflow pipe. The vent overflow shall be fabricated from Schedule 40 polypropylene pipe, with a minimum I.D. of 4". The vent overflow shall be designed to run through the tank interior and shall be designed to exit the water tank interior behind the rear wheels.

The tank cover shall be fabricated from 1/2" thick polypropylene and shall incorporate a three-piece design which allows for the removal of each individual cover section for inspection or repair of the tank interior, if necessary. The tank cover shall be recessed 3/8" from the top of the tank sides and shall be welded to both the sides and the longitudinal baffles. Each of the three cover sections shall have hold downs to assist in keeping the cover rigid under fast filling conditions. These hold downs shall consist of 2" polypropylene dowels, spaced a maximum of 30" apart, fitted and then welded to the transverse partitions. The dowels shall extend through the cover sections and be welded to them. Two of the dowels shall be drilled and tapped to accommodate the tank lifting eyes.

The sump shall have a minimum dimension of 8" x 6" with a 3/4" thick bottom. On all tanks with a bulkhead suction inlet, a 3" Schedule 40 polypropylene pipe sweep shall be provided from the front of the tank to the sump location. The sump shall have a threaded plug located at the bottom of it for a tank drain and clean out.

There shall be two standard tank outlets: one for the tank to pump suction line, which shall be a minimum of a 3" NPTF coupling, and one for a tank fill line, which shall be a minimum of a 1-1/2" NPTF coupling. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

The water tank shall rest on the body subframe cross members, which shall be spaced a maximum of 22" apart. The tank shall be insulated from those cross members by hard rubber insulators, with a minimum thickness of 1/4", glued and mechanically fastened to the cross members to protect the tank from direct contact with the steel body subframe. The tank shall be designed on a free-floating suspension principle and shall not require the use of additional hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure.

VENT AND OVERFLOW

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The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter PVC pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

TANK SUMP AND DRAIN PROVISIONS

A one (1) cubic foot (minimum) polypropylene sump, with anti-swirl baffles shall be provided. The sump shall be located as close to the center of the tank floor as the chassis cross members, and differential driveline will allow.

One (1) 3-inch or 4-inch National Pipe Thread (NPT) outlet and plug shall be provided in the sump floor for flushing of the tank. A 1½-inch drain valve shall be provided in the tank sump for flushing of the booster tank. The valve will be located as to provide for adequate clearance from cross members and differential during extreme twisting motions of the chassis and buildup

The sump shall also be provided with a 1-inch NPT outlet for the back pump filler hose.

Due to space constraints, it may be necessary to locate the main pump suction outlet in the tank sump for maximum water usage. The main pump suction tube will be of an adequate size to supply the main pump with enough water to meet pump ratings.

A minimum 3-inch direct tank fill NPT inlet and internal manifold shall be provided on the left rear of the tank. If the direct tank fill inlet is located on the rear tank wall, the inlet manifold shall pass through the first baffle and feature a turn down to eliminate any possible damage to the tank or baffles while filling the tank.

WATER TANK DRAIN PROVISIONS

A 3" plugged drain provision shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and the flushing-out of debris.

CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons. The foam tank shall be manufactured by UPF and have a lifetime warranty.

The tank shall be equipped with a positive sealing pressure/vacuum vent type cap, a low foam concentrate sensor that turns off the foam pump at a pre-set level, a visual sight gauge, an easily accessible brass or stainless steel drain valve located at the lowest point of the foam tank and an accessible brass or stainless steel cleanable strainer installed in the supply line from the foam tank to the foam pump.

The foam tank shall be mounted on a removable sub-structure. The tank will have a positive tie down. The tie down will allow for easy removal of the foam tank.

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The foam tank will have two (2) quarter turn brass or stainless shut off valves at the pump supply and fill lines to allow for the removal of the tank without loss of foam. The float switch harness and the foam concentrate supply and fill lines shall have connections located adjacent to the tank to facilitate foam tank removal.

FOAM TANK FILL AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

DIRECT TANK FILL - REAR DRIVERS SIDE

A valve for direct filling of the tank shall be supplied. The 1/4 turn valve shall be configured with 2-1/2" NH female threads, debris screen, threaded plug with retention chain and lever handle. The valve shall be located on the drivers side rear of the apparatus.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the direct tank fill.

BACK PACK FILL SYSTEM

There shall be one (1) back pack fill system provided and installed on the lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

12 VOLT ELECTRICAL SPECIFICATIONS

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The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards, and the applicable requirements of the NFPA 1906.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets.

Wiring between cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink crimp-type tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA 1906 standards.

Low voltage protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

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Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A service loop shall be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1906.

ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harness shall be connected with Deutsch type quick connectors. The wiring and appliances shall be protected by automatic reset type circuit breakers.

CUSTOM FABRICATED CONSOLE

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The center console will contain*two* USB dual 2.1-amp dual inlet charging ports one on the side of each seat in the front and two in the rear of the center console facing back on either side of the console.

USB CHARGING PORT

Four (4) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and shall have a 5 volt, 4.8A output with Intelligent Device Recognition capabilities.

The specified power source shall be wired battery hot.

SPARE WIRING

Five (5) pair of spare wiring shall be provided. One wire shall be 12-volt battery switched controlled and the other shall be a 12-volt, 15-amp fused ignition switch controlled circuit.

The wiring shall be labeled as to their function, coiled, and located within the center console and behind the rear seat. Additional ignition and battery fuse panel (blue sea style) shall be included and will terminate in the center console.

BATTERY SWITCH - MASTER DISCONNECT

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A battery cutoff switch shall be provided in the cab within easy reach of the driver; by the chassis manufacturer. There shall be a 200amp continuous rated solenoid installed and switched by the OEM battery master switch.

150 AMP CIRCUIT BREAKER

A "Class 1" (or equal) 150-amp circuit breaker shall be located between the master battery switch and the sub-panel. The 150-amp circuit breaker shall be located in an enclosed compartment with a removable door with four bolts that will be located in the battery box.

The wiring going to and from the circuit breakers will be insulated with loom and have rubber grommets where the wiring passes through metal compartments. All terminals on this panel shall be properly labeled and numbered with permanent, moisture and heat resistant material.

BATTERY CHARGER

A Kussmaul Autocharge 1200 PLC, model #091-187-12, automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. Charger maintainer will be installed behind the rear seat driver's side. This area will be enclosed with 1/8-inch aluminum with a bolt on access cover with four bolts for servicing and have two 120-volt muffin fans on one side with equal breathing diameter holes on the opposite side that are activated when the engine is plugged in to 120 volts.

KUSSMAUL SUPER AUTO EJECT DELUXE COVER

There shall be a Super Auto Eject with Deluxe Cover with Digital Display installed. The Super Auto Eject shall be a 120V, 15A eject. The digital display shall show volts and amps. Super Auto Eject shall be installed on the drivers' side of the cab with a 3/16 aluminum plate that has gussets installed on the angle bracket below the door and jam and not contacting the frame or battery box.

The specified auto eject cover shall be red.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING

A front, predrilled license plate position shall be installed in the front bumper if permissible to the design. Passenger side.

LICENSE PLATE MOUNTING AND LIGHT

A predrilled backing plate and LED light shall be installed on the rear for mounting of the license plate.

STOP, TAIL, LIGHTS

Two (2) Peterson #817KR-7 4" LED lights shall be installed as stop/tail lights on the rear of the apparatus. They shall be grommet mounted.

TAIL LIGHTS

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Two (2) Peterson #817KR-7 4" LED lights shall be installed as turn signal lights on the rear of the apparatus above the stop/turn lights. They shall be grommet mounted.

BACK UP LIGHTS

Two (2) Peterson #M817C-7 4" LED lights shall be installed as back up lights on the rear of the apparatus. They shall be grommet mounted.

ZONE C- LOWER REAR

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

MAP LIGHT

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm an on-off switch located on the base of the light shall be installed on the dashboard.

FRONT BUMPER -- GROUND LIGHTS

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper. The lights shall activate by a button located on the Cencom core control head, and any time a cab door is opened.

CAB GROUND LIGHTS

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s). The lights shall activate by a button located on the Cencom core control head, and any time a cab door is opened.

GROUND LIGHTS - PUMP PANEL

There shall be two (2) Tecniq E10, LED ground lights installed under the pump panel running board(s). The lights shall activate by a button located on the Cencom core control head, and any time a cab door is opened.

GROUND LIGHTS - UNDER REAR STEP

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area. The lights shall activate by a button located on the Cencom core control head, and any time a cab door is opened.

PIONEER MICRO

There shall be six (6) Whelen Pioneer Micro lights provided and installed on the apparatus.

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The lights shall be located:

- One located on each side of the pump house recessed into upper panels. Controlled by "Left Scene" and Right Scene switches on the Whelen siren controller
- Two located under the middle steps on the back of the apparatus. They shall be operated by the "Rear Scene" switch located on the Whelen siren controller
- Two (2) mounted rear facing under the rear of the body.

FRONT BUMPER BEZEL

The center of the front bumper shall feature a bezel, the bezel shall trim out around the front tow plate and front Whelen Micro Pioneer lights and have an BME logo. The BME logo shall have reflective material behind it.

REFLECTIVE BACKGROUND

Part shall feature a Red reflective background.

The scene lights shall be activated by individual buttons or switches on the cab center console. Left, right, and rear scene light controls.

PIONEER PLUS SCENE LIGHT

There shall be two (2) Whelen Pioneer Plus model# PCH1P1 with a switch and pole/pedestal mount located on the rear of the apparatus. The light heads shall be white in color. The light's shall be supplied with battery switched power, and be activated with the included light mounted switch.

TOMAR 30" LIGHTBAR

(1) Tomar TRX thirty inch 30" lightbar Model# TRX-30W-AC shall be installed as specified on the apparatus. The lightbar shall emit White and Amber light.

FRONT BUMPER BEZEL

The center of the front bumper shall feature a bezel, the bezel shall trim out around the front tow plate and front Tomar 30" TRX light bar.

The scene lights shall be activated by individual buttons or switches on the cab center console. Left, right, and rear scene light controls.

DOOR OPEN WARNING LIGHT

The door ajar warning system shall be separated into four zones, a Left, Right, upper hosebed area, and Rear zone. Each zone shall have an individually labeled warning light and also activate an audible alarm. The door ajar lights and audible alarm shall activate only when the apparatus parking brake has been released.

RADIO SPEAKERS MOUNT

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An interior cab ceiling mounted box shall be installed and be pre wired, routed to the center console. The box shall be big enough to mount a speaker and be powder coated black.

RADIO ANTENNA INSTALLATION

There shall be four (4) radio antenna installed on the apparatus and routed to the cab center console.

BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

BACK UP CAMERA

There shall be a Rear View Safety back up camera system supplied and installed on the apparatus. The camera system shall consist of a 7" TFT LCD Digital Color Display, 130° Ultra Wide Angle Back Up Camera. Part # RVS-770613-HD. A reverse sensing RVS-770613HD auto dimming back up camera system shall be installed with a seven-inch monitor.

The camera for this system will be mounted in the dead box facing rear between hose beds covers.

The camera screen will be located in the open compartment facing rear in the dash.

This camera will not contact the stacked CAL FIRE stacked logo.

HEADLIGHT FLASHER

The white portion of the Whelen, M6DD light heads shall be programmed to function as the wig wags. It shall be activated in the "calling for the right of way" mode and be turned off in the "blocking of the right of way" mode by applying the parking brake. Should the feature need to be interrupted, the wig wags shall also incorporate a separate cut off switch on the Whelen CORE control head.

ELECTRONIC SIREN

A Whelen CenCom Core C399 electric siren and lighting control module shall be installed. The siren shall be wired through the siren control head and the OEM horn ring and be activated only when the *calling for the right of way* function has been activated.

WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL6 control head supplied with the Cencom Core system. It features a 3 section control head, with 8 push buttons, 4- position slide switch with a 7 position rotary knob. A manual siren and air horn button, and 3 traffic advisor control buttons.

WHELEN CORE WECANX TRAFFIC ADVISOR MODULE

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There shall be a Whelen model CTA Traffic Advisor module interfaced with the Cencom Core system.

SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

ZONE A FRONT UPPER -- LIGHTBAR

One (1) Whelen Model #TB-CALFIRE-ECT-M34 Cenator series WeCanx light bar shall be installed on the apparatus. The lightbar shall feature the following:

- Eight forward facing RED/WHT LIN6 lights
- Two forward facing LED take down lights.
- A left and right facing LED take down light.
- Four corner RED/WHT LIN6 lights.
- Two rear facing RED/AMBER LIN6 lights.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6D warning light shall be provided. The red portion shall be used as a front warning light and the white portion shall be used as front wig wags as well as additional area lighting when needed.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen WIONSMCR lights shall provided and installed on the front face of the bumper, towards the outer edge.

ZONE B AND D-- FRONT INTERSECTION

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE B AND D-- LOWER MID BODY

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

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ZONE B AND D-- UPPER REAR CORNER

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6K warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6K configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The M6K light shall include a split design including red and amber LEDs, with a clear lens

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

REAR TRAFFIC ADVISOR, EIGHT (8) L.E.D. LAMPS

A Whelen TAZ86 eight lamp LINZ6 Super-LED Traffic Advisor with all amber lights shall be provided and mounted at the rear of the body. The solid state traffic advisor shall include model TACTL5 control head, or it can be directly connected to a Whelen CenCon Siren Head Controller.

PAINTING -- EXTERIOR CAB

The exterior of the chassis cab shall be a single tone finish painted by the final stage manufacturer.

BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be corrected with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the

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base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected..

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint. The final color combination shall be determined in pre-con. The specified compartment(s) shall be coated with Gray Stone colored Multi-Spec paint.

TOUCH-UP PAINT

Touch-up paint shall be furnished with the completed truck at final delivery.

VALVE PAINTING

All exposed valves shall be painted to match the color of the exterior body.

MISC PAINTING

The fuel tank support brackets, air tanks and mounting brackets shall be painted job color red.

CAL-FIRE STRIPING PACKAGE

The following graphics shall be provided:

- Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 8.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.
- 4" high black reflective band across face of bumper
- There will be alternating diamond grade chevron striping located on the rear-facing vertical surface of the apparatus. The entire rear surface, including the rear compartment doors, will be covered. The colors will be red and yellow. Each stripe will be 6.00" in width.
- The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.
- A white reflective stripe will be provided on the interior of each cab door.
- six (6") inch white reflective letter with black outline and shade reading "CITY OF FOLSOM" installed on each side of body between forward scene light and rear warning light. Top of graphics straight with bottom of graphics arched. Font to match Pierce job 34002
- four (4") inch white reflective letter with black outline and shade reading "ENGINE 334" installed on each side of body between forward scene light and rear warning light under CITY OF FOLSOM lettering.

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- Four inch white reflective letter with black outline and shade on approximately 15" x 6" red painted plate on right side bumper reading "FOL"
- Four inch white reflective letter with black outline and shade on approximately 15" x 6" red painted plate on left side bumper reading "E334" (engine number yet to be defined)
- Three inch white reflective letter with black outline and shade on approximately 14.5" x 4.5" red painted plate on right side rear body reading "E334" (engine number yet to be defined)
- Sixteen inch black reflective letters on cab roof reading "FOL"
- (1) 17" Reflective Folsom Logo with .5" cutout of stripe on each cab door

NO--Cal-Fire Equipment Package

5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

HYDRAULIC JACK

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

LUG WRENCH

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.
Cal-Fire Tag On Adjustment



GOLDEN STATE
FIRE APPARATUS

**DEALER
SUPPLIED
EQUIPMENT
AND/OR
SERVICES**

DEALER SUPPLIED EQUIPMENT and/or SERVICES

The following items and/or services will be provided by Golden State Fire Apparatus Inc. (GSFA):

LICENSED MANUFACTURER

The State of California Vehicle Code, section 11701 requires “every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number”. The manufacturer has a current license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

LICENSED DEALERSHIP

The State of California Vehicle Code, section 11701 requires a “dealer in vehicles of a type subject to registration, shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number”. Golden State Fire Apparatus, Inc. has a current license at time of bid as outlined above and is available upon request. Temporary licenses are not acceptable.

LICENSED SALES REPRESENTATIVE

The State of California Vehicle Code, section 11800 requires that it shall be “unlawful for any person to function as a vehicle salesperson without having first procured a license issued by the Department of Motor Vehicles (DMV)”. The representative has a current vehicle salespersons license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

VEHICLE REGISTRATION

The State of California Vehicle Code section 11739 requires that the “dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer” through the Department of Motor Vehicles (DMV). Golden State Fire Apparatus, Inc. is a factory-authorized dealer of the vehicle being sold and is authorized to register with the State of California as a new vehicle manufacturer.

GSFA will make all necessary applications and complete all transfer papers, including applying for California Exempt “E” license plates.

LOOSE EQUIPMENT

The following loose equipment list will be provided by Golden State Fire Apparatus Inc. prior to final delivery:

Motorola Solution Quote 1849030 (EXPIRES 11-13-22)	1
Vincent Communications BK Quote # 52023	1
2 1/2" x 50' Hose Key Big 10 (FDNY spec) Orange DP25-800 50 FT	8
2 1/2" x 25' Hose Key Big 10 (FDNY Spec) P25-800	1
1 3/4" x 50' Hose Key Big 10 (FDNY spec) Blue DP18-800-FDNY	4
1 1/2" x 100' single jacket wildland hose Key SP-15-600 PU	12
1 1/2" x 15' Hose, Angus Rubber Jacket, RED Reg Duraflow RC15-600	2
1" x 100' NPSH single jacket wildland hose KEY SP10-600 PU	8
3/4" x 100' NPSH live reel hose (rubber) Kocheck KRBH75-100-3	2
3/4" x 50' NPSH live reel hose (rubber) Kocheck KRBH75-50-3	2
3/4" x 50 feet pencil line hose Key FF075-600	10
4" x 7' Hard suction hose with rocker lugs Kocheck 2PW0210	2
4" Hard Suction Strainer Kocheck BS40	1

1 1/2" x 7 Hard suction hose Kocheck PF152-10	2
1 1/2" Floating Strainer self leveling with foot valve Kocheck #FS15FV	1
1 1/2" Stainer with foot valve Kocheck KC-BS151	1
1 3/4" Nozzle 150 GPM/75PSI Elkhart Chief XD mid-range with 15/16" smoothbore with quantity (2) 7/8" smoothbore nozzles that go with the Chief XD	2
1 1/2" Nozzle 20-95 GPM @ 100 psi Task Force Tip FS2095	6
1" Nozzle 10-24 GPM Task Force Tip DS1024 with bale and pistol grip	3
1" Wildland twister nozzles	10
3/4" Brass twister nozzles	10
2 1/2" double male Red Head #3625N25N	1
2 1/2" double female Red Head #3525N25N	1
2 1/2" to 1 1/2" reducer Red Head #3725N15N	2
2 1/2 to 1 1/2 gated wye NH Task Force Tip #AYNJNFTFT	2
1 1/2" double male Red Head #3615N15N	1
1 1/2" double female Red Head #3515N15N	1
1 1/2" to 1" NPSH reducer Action #3715N10P	3
1 1/2" NH to 1" NPSH gated wye Mercedes #WV1510 (CS Supply)	2
1 1/2" NH to 1" NPSH water thief / hose T TFT #ATNFID	4
1 1/2 Gizmo Pressure reduction appliance Gizmo #47020	4
1" double male NPSH Action #3610P10P	1
1" double female NPSH Action #3510P10P	1
1" NPSH to 1 1/2" increaser Action #3710P15N	1
1" to 3/4" garden hose adapter NPSH Action #3710P75G	2
3/4" hose reel field repair coupling #BW1475BP	4
3/4" pencil line shut offs	10
spanner wrench/hydrant wrench combo with (1) Red Head Mount	2
pin lug spanners Red Head #103RH	2
Dead Blow Hammer Nupla SF-3SG	1
Forestry shovel - True temper	1
Pulaski - Council Tool Pulaski Axe FSS version 36" wood handle	2
Thau Claw Fire Tool	2
6 ft New York Roof Hook Fire Hooks Unlimited #RH	1
30" Pro bar Fire Hooks Unlimited #PB-30	1
Pick Head Axe Fire Axe Inc. 36" wood handle	1
Flat Head Axe Fire Axe Inc. 36" wood handle	1
Pinch Point Bar 60" True Temper #1160100	1
Bolt cutters 36" with mounting hardware	1
Come-a-long	1

Lock-out kit Access Tools Emergency Response Kit #ACT-ERK (Zips Towing)	1
Wildland Hose Packs with molle for clamp pouch, True North #3 with integrated clamp pouches	8
Backpack pump - Indian Chief DBL500 backpack with Fedco pump	2
Collapsible Traffic Safety Cone (Kit with 5 cones)	1
Water Shut-off tool Reed Manufacturing #02347R (Acme Tools)	1
Honda Portable Trash Pump WH20x 1 1/2 Discharge and 2" intake, no cage	1
Trash Pump Intake adapter 1 1/2" NPSH to NH	1
Trash Pump Discharge Adapter 1 1/2" NPSH to NH	1
Chainsaw 18" Stihl MS261C	1
Chainsaw 24" Stihl 462C	1
Honda Portable generator EU1000i	1
Honda Generator LED Flood light Akron Scenestar LED Lightkit #AK-ELSS-XLAC-HG	1
Portable Fire Extinguisher 3A:40BC with mounting hardware	1
Wheel Chocks Worden HWC7Y-WH Hi Vis	2
Drip torch with brackets Cascade Fire Equipment #12000 (Bracket #12001)	2
Timberline hose clamps #FF-1	6
Kholer Brightstar Right Angle Rechargeable Flashlight with 110 volt and DC charger	4
Chainsaw mount-small Ziamatic QM-CSM-S	1
Chainsaw mount-large Ziamatic QM-CSM-L	1
Fire-Line Tape	2
hose rubbers or 4 lbs or QTY 20 HRRB ARC	1
GPS Reciever, Garmin Montana #010-01534-11	1
Binaoculars, Bushnell Marine 7x50 #137501	1
Belt Weather Kit Forestry Supply #89088	1
EMS Pack Conterra Flightline Ultra Aero-Medical Pack	1
AED - ZOLL AED Plus	1
EMS Pack - Model Airway Pro Airway Organizer	1
Hose Roller with 2" reciever mount	1
Tow Strap - yellow	1
Tow Chain, 20' (For Type 3 fire truck)	1
Fuel Can for Drip torch fuel	1

FINAL INSPECTION, FACTORY TRIP

A final inspection trip to the manufacturing facility will be provided for three (3) Customer representative(s). The intent of this trip is to ensure that the apparatus is built to specification and to detect any deficiencies that require correction. The final inspection trip will have a duration of two (2) days and one (1) night and be scheduled at times mutually agreed upon between GSFA and the Customer. Costs for airfare, lodging, meals, and ground transportation while at the manufacturer's location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco, or San Jose.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will, at their expense, deliver the apparatus (including any applicable equipment, spare parts, and supplies) to their Northern California facility in Sacramento for a dealer preparation inspection.

To ensure proper break in of all components while still under warranty, the apparatus shall be delivered under its own power - rail or truck freight shall not be acceptable.

PRE-DELIVERY SERVICE

After transportation from the factory and prior to delivery, the apparatus will receive a pre-delivery service to confirm proper operation and correction of any issues found as a result of said inspection. The Golden State Fire Apparatus, Inc. pre-delivery service consists of the following:

- Engine Compartment and Undercarriage – Check for any broken mounting brackets and inspect for correct capacities of the following (if applicable): engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.
- Interior – Operate all doors, windows, and locks for proper adjustment. Check upholstery.
- Exterior – Repair reasonable paint scratches or chips. Tighten any loose hardware and inspect tires and wheels for proper pressure and lug torquing.
- Road Test – With the water tank (if applicable) full, the apparatus will be driven approximately twenty miles which allows the drive train components to get up to operating temperature. Road test will be on both city and highway roads. A DOT compliant brake test will be conducted to ensure the system is holding air. The brake condition and wheel seals will also be inspected.
- Electrical - Operate all lights, sirens, and other electrical accessories to verify operation.
- Pump - If applicable, vacuum test the pump to hold for 15 minutes. After vacuum test, operate the relief valve, transfer valve and check pump shift. Check water tank for leaks and inspect water level gauge for calibration. With discharge caps loose, rapid test all individual gauges and main gauges for calibration. Lubricate valve rods.
- Foam System – If applicable, tighten caps and connect foam lines. Test selector, valves, metering valve and operation of foam system (including flush).
- Fuel Tank - Fuel tank will be filled at the dealership location prior to final delivery.
- DEF Tank - DEF tank will be filled at the dealership location prior to final delivery.
- Wash - The apparatus will be thoroughly washed at the dealership location prior to final delivery.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will, at their expense, deliver the Product (including any applicable equipment, spare parts, and supplies) to the Customer specified address once completed. Prior to delivery of the Product, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA will not release the Product to the Customer until such proof of insurance is provided.

It is the responsibility of the Customer to have any outstanding balance due, paid in full to GSFA, prior to or at the time that the Product is complete and ready to deliver. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received.

Due to insurance liability, the Product will not be delivered without full acceptance and full payment (or prior written agreement between the Customer and GSFA).

END of DEALER SUPPLIED EQUIPMENT and/or SERVICES



FIRE TRUCKS

**PRODUCT
WARRANTIES**

Exhibit "C"



FIRE TRUCKS

STANDARD WARRANTY

BASIC COVERAGE:

BME Fire Trucks LLC. warrants each new piece of Fire and Rescue Apparatus to be free from defects in material and workmanship under normal use and service and will at it's option repair or replace any part of this vehicle which proves defective in material and/or workmanship with new or re-newed parts for the first 12 months from new vehicle delivery date. This warranty shall not apply to any new product, which has been subjected to misuse, neglect, modification, alteration, accident, and lack of normal maintenance or items used in routine maintenance.

COMPONENT COVERAGE:

Certain components are given additional warranty coverage of variable time periods and distance traveled limitations. Component examples are frame rails, chassis cab components, engines, transmissions, driveline systems, water tank, etc. and are warranted by their respective manufacturers. Extended warranties are also available on many other specified chassis and body components and can be purchased as needed with the vehicle. Additional warranty coverage and extended warranties will vary depending on components specified and supplied. You may obtain more information regarding additional and extended coverage by contacting BME Fire Trucks LLC. or your local Boise Mobile Equipment Dealer.

DISCLAIMER:

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE:

Return the vehicle to any BME Fire Trucks LLC. dealer/authorized service center; return the vehicle to BME Fire Trucks LLC.; or contact BME Fire Trucks LLC. When contacted, BME Fire Trucks LLC. will authorize repair or replacement of parts as outlined above; will authorize a return



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of parts for inspection/repair or replacement if required; will direct you to the nearest Boise Mobile Equipment authorized service center if necessary.



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FIRE TRUCKS

10-YEAR BODY STRUCTURE WARRANTY

BODY STRUCTURAL WARRANTY

BME Fire Trucks LLC. (hereafter known as BME) warrants the fire body shall be free of structural or design failure or workmanship for a period of ten (10) years from the date the apparatus is put into service by the end user. This warranty is extended to the original purchaser only and terminates upon transfer of ownership or possession to any other entity.

A body is defined as the structure, which fabricated from steel, stainless steel or aluminum sheet metal and the associated framework that comprises fire body separate of the chassis cab area where the driver, passengers and controls are located. This warranty is strictly limited to that part of the body manufactured by BME and as defined above, exclusive of all hardware, purchased components, mechanical items, electrical items, or paintwork.

This warranty is expressly limited to the repair and/or replacement of defective items as BME may elect upon examination of any defects in material or workmanship. This warranty covers only labor for repair or replacement, which is reasonably necessary as determined by BME. All repairs must be expressly approved in writing by the BME warranty department prior to any work being performed. The failure to obtain approval for repairs from BME or to have the body repaired or replaced at BME or a place designated by BME shall void this warranty. Any repair or replacement performed by BME pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

BME's obligation to render any repairs under this warranty is subject to the following conditions in their entirety:

1. The claimed failure must be reported to BME, Inc within the above stated warranty period.
2. The claimed defective body must be returned to BME or an authorized BME warranty service center immediately after notification of BME. Transportation costs will be the responsibility of the purchaser, as will any charges for drivers, loading, unloading, or other costs associated with the transportation of the chassis.
3. BME will then have the unconditional right to examine the body to determine if the claimed defect falls within the scope of this warranty.



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This warranty shall not cover the following:

1. Damage caused by fire, misuse, neglect, or accident.
2. Damage caused by theft, vandalism, riot, or explosion.
3. Damage caused by acts of God such as lightning, flood, hurricane, etc.
4. Damage that may or may not, at BME's discretion, be caused by or associated with unauthorized repairs or modifications.
5. Damage that may or may not, at BME's discretion, be caused by or associated with lack or improper maintenance procedures.
6. Loss of time, loss of use of the chassis, inconvenience, lodging, food, or other consequential loss that may result from the claimed failure of the repair and claim procedure.

This warranty is expressly in lieu of all other warranties, expressed or implied.



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FIRE TRUCKS

PAINT WARRANTY

BASIC PAINT COVERAGE:

BME Fire Trucks LLC. PPG Paint Company warrants to the original purchaser the paint finish applied to each new piece of Fire and Rescue Apparatus to be free from defects in material and workmanship under normal use and service and will at its option repair or replace the paint of the damaged area. The warranty coverage shall be for a period of seven (7) years from the new vehicle delivery date. This warranty shall not apply to any new apparatus that has been subjected to misuse, neglect, modification, alteration, accident, and lack of normal maintenance practices.

SPECIFIC COVERAGE:

The paint finish applied to the BME Fire Apparatus is guaranteed to the original purchaser for a period of seven (7) years against the following:

- Peeling or delaminating of the topcoat and/or other layers of paint
- Cracking or checking
- Loss of gloss caused by cracking, checking, or chalking
- Any paint failure caused by defective paint materials covered by this guarantee

EXCLUSIONS:

A paint failure resulting from any of the following conditions is excluded from coverage:

- Paint deterioration caused by bubbles, blisters, or other film degradation due to rust or corrosion originating from the substrate
- Corrosion due to design/engineering (i.e., electrolysis dissimilar metals)
- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, or heavy-duty pressure washing
- Paint deterioration caused by abuse, accidents, acid rain, chemical fallout, or other acts of nature
- Accidents, scratches, chips, or stone bruises due to normal vehicle use
- Repairs done over previously refinished areas unless stripped to bare metal
- Claims presented without proper guarantee documentation



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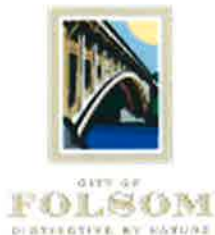
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OBTAINING SERVICE:

Return the vehicle to any BME Fire Trucks LLC. dealer/authorized service center or contact BME Fire Trucks LLC. When contacted, BME Fire Trucks LLC. will authorize and will direct you to the nearest authorized paint repair facility if necessary.



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Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No.10935– A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Broadstone Estates Subdivision, and Approval of the Final Map for the Broadstone Estates Subdivision
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

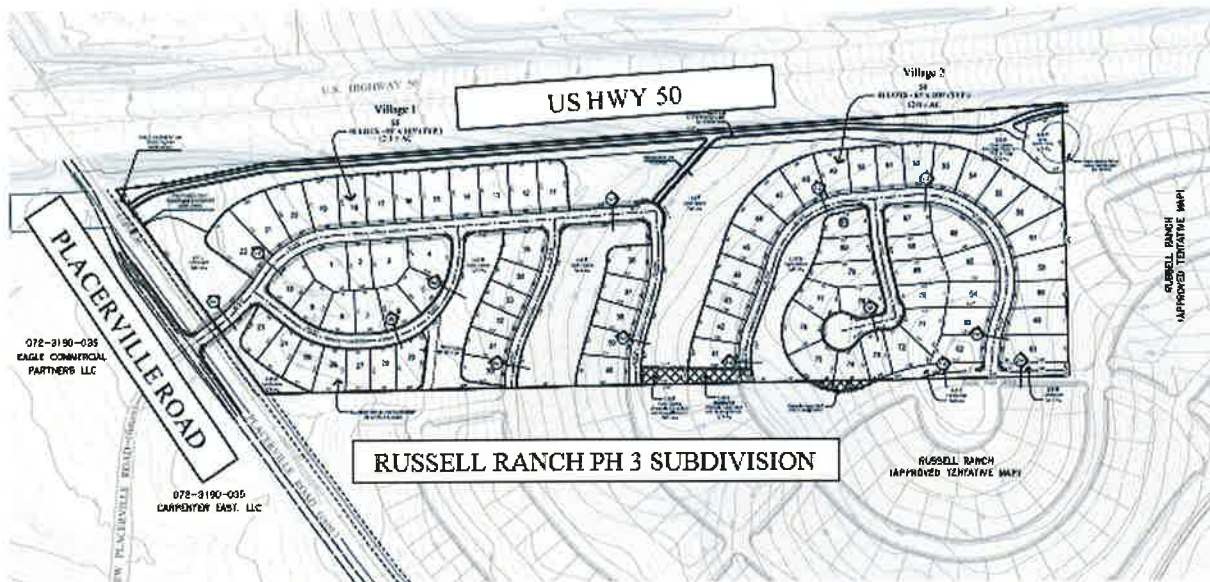
Staff recommends that the City Council move to adopt:

Resolution No. 10935 A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Broadstone Estates Subdivision, and Approval of the Final Map for the Broadstone Estates Subdivision

BACKGROUND / ISSUE

The Vesting Tentative Subdivision Map (VTSM) for the Broadstone Estates Subdivision was approved by the City Council on April 11, 2017.

The action for consideration by the City Council is the approval of the Final Map and Subdivision Improvement Agreement for the Broadstone Estates Subdivision. The Final Map for the Broadstone Estates Subdivision will create a total of 81 single-family (SF) residential lots. With the approval of the Final Map, the subdivision process for this project will be complete.



The Broadstone Estates Subdivision is located on the east side of Placerville Road north of the Russell Ranch Phase 3 Subdivision and south of US HWY 50 in the Folsom Plan Area (FPA) (see above).

POLICY / RULE

The Subdivision Map Act of the State of California and the City's Subdivision Ordinance require that the City Council approve Final Maps and Subdivision Improvement Agreements.

ANALYSIS

The Final Map and conditions of approval for the Broadstone Estates Subdivision have been reviewed by the Community Development Department and other City departments. The Final Map has been found to be in substantial compliance with the approved Vesting Tentative Subdivision Map, and all conditions pertaining to the map have been satisfied.

Attached is a table which includes the conditions of approval for the Broadstone Estates Vesting Tentative Subdivision Map. The tables include information concerning when the condition is required to be satisfied (e.g. at Final Map, building permit, etc.), which City department is responsible to verify that it has been satisfied, and comments or an explanation on how the condition was satisfied. This subdivision is consistent with the Folsom Plan Area Specific Plan (FPASP) in regards to zoning and unit count.

ENVIRONMENTAL REVIEW

An Addendum to the Folsom Plan Area Environmental Impact Report was previously approved for the Broadstone Estates Subdivision project (PN 15-308) on June 28, 2016 in accordance with the California Environmental Quality Act (CEQA). The proposed Small-Lot

Vesting Tentative Subdivision Map is consistent with the Broadstone Estates Subdivision Addendum to the Folsom Plan Area Specific Plan EIR/EIS, and all mitigation measures have been applied as conditions of approval for this project. In addition, none of the conditions described in Section 21166 of the Public Resources Code or Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent EIR have occurred. Therefore, no additional environmental review is required under CEQA.

ATTACHMENTS

1. Resolution No. 10935- A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Broadstone Estates Subdivision, and Approval of the Final Map for the Broadstone Estates Subdivision
2. Broadstone Estates Subdivision Improvement Agreement
3. Broadstone Estates Subdivision Final Map
4. Broadstone Estates Vesting Tentative Subdivision Map
5. Table of Conditions of Approval for the Broadstone Estates Vesting Tentative Subdivision Map

Submitted,



PAM JOHNS
Community Development Director

ATTACHMENT 1

RESOLUTION NO. 10935- A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT OFFERS OF DEDICATION FOR THE BROADSTONE ESTATES SUBDIVISION, AND APPROVAL OF THE FINAL MAP FOR THE BROADSTONE ESTATES SUBDIVISION

RESOLUTION NO. 10935

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT OFFERS OF DEDICATION FOR THE BROADSTONE ESTATES SUBDIVISION, AND APPROVAL OF THE FINAL MAP FOR THE BROADSTONE ESTATES SUBDIVISION

WHEREAS, the Final Map for the Broadstone Estates subdivision has been reviewed and approved by the City Engineer as complying with the approved or conditionally approved Vesting Tentative Subdivision Map for the subdivision; and,

WHEREAS, the City Council has reviewed the Final Map for the Broadstone Estates subdivision; and,

WHEREAS, the City Council agrees to accept, subject to improvement, any and all offers of dedication as shown on the Final Map for the Broadstone Estates subdivision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the Final Map for the Broadstone Estates subdivision is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Subdivision Improvement Agreement with Elliott Homes, Inc. in a form acceptable to the City Attorney and accept the offers of dedication for the Broadstone Estates subdivision.

PASSED AND ADOPTED this 25th day of October 2022, by the following roll-call vote:

AYES: Councilmember(s)

NOES: Councilmember(s)

ABSENT: Councilmember(s)

ABSTAIN: Councilmember(s)

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

BROADSTONE ESTATES SUBDIVISION IMPROVEMENT AGREEMENT

No Fee Document Pursuant to Government Code Section 6103.

RECORDING REQUESTED BY:

City of Folsom

WHEN RECORDED MAIL TO:

NAME	City of Folsom
	City Clerk
MAILING ADDRESS	50 Natoma Street
CITY, STATE, ZIP CODE	Folsom, CA 95630

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF FOLSOM

SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between the **City of Folsom**, hereinafter referred to as "City", and **Elliott Homes, Inc, a Arizona Corporation** hereinafter referred to as "Subdivider".

RECITALS

- A. Subdivider has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.
- B. The proposed subdivision of land is commonly known and described as **Broadstone Estates** and is herein referred to as the "subdivision". Subdivision further described as **Final Map (PN-15-308) Broadstone Estates Small Lot Map** recorded in Book ___ of Maps at Page ___ in the official records of Sacramento County.
- C. Subdivider has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the approved improvement plans and listed in Exhibit A), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map and development agreement, if any, approved by the City. The foregoing improvements, more specifically listed on Exhibit A attached hereto, are hereinafter referred to as "the required improvements".

- D. City Council has required as a condition precedent to the approval of the Final Map, the Subdivider first enters into and executes this subdivision improvement agreement with the City.

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct, and install at his own expense the required improvements as shown on the approved plans and specifications of the subdivision, a copy of which is on file in the Community Development Department, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the required improvements may be modified by the Subdivider as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements, as shown on Exhibit A, is **FIVE MILLION NINE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$5,992,393.00)**.
2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's Improvement Standards and Standard Construction Specifications and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer.
3. Work; Time for Commencement and Performance. Work on the required improvements shall be completed by the Subdivider on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Subdivider shall notify the City Engineer in writing of the date fixed by Subdivider for commencement of the work.
4. Time of Essence; Extension.
 - a. Time is of the essence of this Agreement. The date for completion of the work of construction may not be extended, except as provided in Section 16.36.110 of the Folsom Municipal Code.
5. Improvement Security. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City:
 - a. Improvement security in the sum of **FIVE MILLION NINE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$5,992,393.00)**, which sum is equal to one hundred percent of the total estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Subdivider under this Agreement, conditioned upon the faithful performance of this Agreement; and

- b. Separate improvement security in the sum of **FIVE MILLION NINE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$5,992,393.00)**, which sum is equal to one hundred percent of the estimated cost of constructing the required improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.
- c. The Subdivider shall deposit with the City **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)** for the Final Map. The deposit may be used at the discretion of the City to correct deficiencies and conditions caused by the Subdivider, contractor, or subcontractors that may arise during or after the construction of the subdivision.
- d. The estimated total cost of required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Subdivider may submit, in a form acceptable to the City Engineer, certification from the utility companies that adequate security has been deposited to ensure installation.
6. Plan Checking and Inspection Fees. The Subdivider shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for inspecting the construction of the required improvements in the amounts and at the times established by the City.
7. Indemnification and Hold Harmless. The Subdivider shall indemnify, protect, defend, save and hold the City harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Subdivider or Subdivider's officers, employees, volunteers, and agents during performance of this Agreement, or in connection with Subdivider's work, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Subdivider or its employees, subcontractors, or agents, or by the quality or character of Subdivider's work. It is understood that the duty of Subdivider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Subdivider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Subdivider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. Subdivider shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against the City, its officers and

employees, on any such claim or demand, and pay or satisfy any judgement that may be rendered against the City in any such actions, suits or legal proceedings, or result thereof.

8. Insurance. Subdivider and any contractors hired by Subdivider to perform any of the Required Improvements shall, at their expense, maintain in effect for the duration of this Agreement or until the required improvements are accepted by the City, whichever first occurs, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Subdivider and its contractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Subdivider or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.
- a. Minimum Limits of Insurance. Subdivider shall maintain limits not less than:
1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage.
 3. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages
 - A. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Subdivider; products and completed operations of the Subdivider; premises owned, leased or used by the Subdivider; or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - B. The Subdivider's insurance coverage shall be primary insurance

as respects the City, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Subdivider's insurance and shall not contribute with it.

- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - D. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights or subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Subdivider for the City.
 3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of not less than A: VII.
 - e. Verification of Coverage. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
9. Title to Improvements. Title to and ownership of the required public improvements constructed under this Agreement by Subdivider shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless Subdivider certifies that such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Final Map, City Improvement Standards and Standard Construction Specifications, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.
 10. Warranty Security. Prior to acceptance of the required improvements by the City Engineer, the Subdivider shall provide security in the amount and in the form as required by the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the required improvements (Warranty Security) throughout the warranty security period which shall be the period of one year following

completion and written acceptance of the improvements (Warranty Security Period). The amount of the Warranty Security shall not be less than 10 percent of the cost of the construction of the improvements, including the cash deposit required in paragraph 5C of this agreement, which shall be retained for the Warranty Security Period.

11. Repair or Reconstruction of Defective Work or Materials. If, within the Warranty Security Period or the applicable statute of limitations, whichever is longer, any improvement or part of any improvement furnished and/or installed or constructed by Subdivider or any of the work done under this Agreement fails to fulfill any of the requirements of the Agreement or the specifications referred to herein as determined by the City, Subdivider shall without delay and without any cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the required improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. The parties further understand and agree that the Warranty Security furnished pursuant to paragraph 10 of this Agreement shall guarantee and secure the faithful performance and payment of the provisions of this paragraph during the Warranty Security Period.
12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
13. Notice of Breach and Default. If Subdivider refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Subdivider should be adjudged a bankruptcy, or Subdivider should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider or any of Subdivider's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Subdivider and Subdivider's surety, if any, of breach of this Agreement, or of any portion thereof.
14. Breach of Agreement; Performance By Surety or City. In the event of any such notice, Subdivider's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Subdivider as may be on the site of the work and necessary therefor.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

15. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Folsom
Community Development Department
50 Natoma Street
Folsom, CA 95630
ATTN: City Engineer**

Notices required to be given to Subdivider shall be addressed as follows:

**Elliott Homes, Inc.
340 Palladio Parkway, Suite 521
Folsom, CA 95630
ATTN; Price Walker, Vice President, Project Development**

Notices required to be given surety, if any, of Subdivider shall be addressed as follows:

**The Continental Insurance Company
151 N. Franklin Street, 17th Floor
Chicago, IL 60606
Elizabeth Collodi, Attorney-in-Fact**

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. Attorney's Fees. In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which he may be entitled.
17. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties, and the parties agree that the City may cause a copy of this Agreement to be recorded in the Sacramento County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SUBDIVIDER

**Elliott Homes, Inc.
An Arizona Corporation**

BY:  BY: 

Print Name: Price Walker Print Name: Stephen Hemington

Title: Vice President, Proj. Development Title: Executive Vice President/CFO

DATE _____ DATE 10/16/22

CITY OF FOLSOM, a Municipal Corporation

Elaine Andersen
CITY MANAGER
DATE _____

ATTEST:

Christa Freemantle
CITY CLERK
DATE _____

APPROVED AS TO CONTENT:

Pam Johns
COMMUNITY DEVELOPMENT DIRECTOR
DATE _____

APPROVED AS TO FORM:

Steven Wang
CITY ATTORNEY
DATE _____

NOTICE: SIGNATURE(S) ON BEHALF OF "SUBDIVIDER" MUST BE NOTARIZED
Certificate of Acknowledgement pursuant to Civil Code, Section 1189, must be attached.
SUBDIVISION AGREEMENT – **Broadstone Estates**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On October 7, 2022 before me, Susan R Stephens, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Stephen Hemington and Price Walker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan R. Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - Roadstone Estates - Final Map 15-308 Document Date: October 6, 2022
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:



FOLSOM PLAN AREA
 Cost Estimate for
 BROADSTONE ESTATES

Item No	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
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Summary Broadstone Estates

	Total Cost	Cost to Complete
Site Preparation & Earthwork	\$ 2,617,355.00	\$ -
Sanitary Sewer System	\$ 506,590.00	\$ 506,590.00
Storm Drain System	\$ 712,860.00	\$ 712,860.00
Potable Water Distribution System	\$ 686,200.00	\$ 686,200.00
Non-Potable Water Distribution System	\$ 74,265.00	\$ 74,265.00
Concrete	\$ 509,997.00	\$ 509,997.00
Streetwork	\$ 607,026.00	\$ 607,026.00
Street Lights & Joint Trench	\$ 982,800.00	\$ 982,800.00
Landscaping & Sound walls	\$ 1,367,895.00	\$ 1,367,895.00
Contingency (10%)	\$ 806,500.00	\$ 544,760.00
TOTALS	\$ 8,871,488.00	\$ 5,992,393.00

10/5/2022



Exhibit A
FOLSOM PLAN AREA
Cost Estimate Summary
for
BROADSTONE ESTATES

	Total <u>Cost</u>	Cost to <u>Complete</u>
BROADSTONE ESTATES	\$ 8,871,488	\$ 5,992,393
<hr/>		
Subtotal Broadstone Estates	\$ 8,871,488	\$ 5,992,393
TOTAL COSTS	\$ 8,871,488	\$ 5,992,393



FOLSOM PLAN AREA
 Cost Estimate for
 BROADSTONE ESTATES

Item No	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
Site Preparation & Earthwork							
1	37	AC	Clearing & Grubbing	\$ 200.00	\$ 7,400.00	100%	\$ -
2	310,000	CY	Rough Grade Excavation	\$ 3.50	\$ 1,085,000.00	100%	\$ -
3	22,738	SF	Masonry Retaining Wall	\$ 35.00	\$ 795,830.00	100%	\$ -
4	10,572	SF	Basaltite Retaining Wall	\$ 35.00	\$ 370,020.00	100%	\$ -
5	9,203	SF	Rockery Retaining Wall	\$ 35.00	\$ 322,105.00	100%	\$ -
6	37	AC	Erosion Control	\$ 1,000.00	\$ 37,000.00	100%	\$ -
Subtotal Grading & Site Prep					\$ 2,617,355.00		\$ -
Sanitary Sewer System							
1	1,084	LF	6" Sanitary Sewer, PVC SDR 26	\$ 50.00	\$ 54,200.00	0%	\$ 54,200.00
2	3,677	LF	8" Sanitary Sewer, PVC SDR 26	\$ 70.00	\$ 257,390.00	0%	\$ 257,390.00
3	22	EA	48" Standard Sanitary Sewer Manhole	\$ 4,500.00	\$ 99,000.00	0%	\$ 99,000.00
4	2	EA	60" Standard Sanitary Sewer Manhole	\$ 6,500.00	\$ 13,000.00	0%	\$ 13,000.00
5	4	EA	Connect to Existing Sewer Main	\$ 500.00	\$ 2,000.00	0%	\$ 2,000.00
6	81	EA	4" Sanitary Sewer Service	\$ 1,000.00	\$ 81,000.00	0%	\$ 81,000.00
Subtotal Sewer					\$ 506,590.00		\$ 506,590.00
Storm Drain System							
1	2,315	LF	12" Storm Drain, RCP CL III	\$ 45.00	\$ 104,175.00	0%	\$ 104,175.00
2	217	LF	15" Storm Drain, RCP CL III	\$ 55.00	\$ 11,935.00	0%	\$ 11,935.00
3	1,352	LF	18" Storm Drain, RCP CL III	\$ 60.00	\$ 81,120.00	0%	\$ 81,120.00
4	659	LF	24" Storm Drain, RCP CL III	\$ 65.00	\$ 42,835.00	0%	\$ 42,835.00
5	24	EA	48" Standard Storm Drain Manhole	\$ 5,000.00	\$ 120,000.00	0%	\$ 120,000.00
6	4	EA	60" Standard Storm Drain Manhole	\$ 7,000.00	\$ 28,000.00	0%	\$ 28,000.00
7	3	EA	72" Standard Storm Drain Manhole	\$ 9,000.00	\$ 27,000.00	0%	\$ 27,000.00
8	10	EA	Modified Type 'B' Drainage Inlet	\$ 3,500.00	\$ 35,000.00	0%	\$ 35,000.00
9	24	EA	Type GOL-7 (On-Grade) Drainage Inlet	\$ 4,500.00	\$ 108,000.00	0%	\$ 108,000.00
10	2	EA	Type GOL-10 (On-Grade) Drainage Inlet	\$ 7,500.00	\$ 15,000.00	0%	\$ 15,000.00
11	9	EA	Type 'F' Drainage Inlet	\$ 2,000.00	\$ 18,000.00	0%	\$ 18,000.00
12	4	EA	12" Flared End Section	\$ 1,000.00	\$ 4,000.00	0%	\$ 4,000.00
13	2	EA	24" Flared End Section	\$ 1,500.00	\$ 3,000.00	0%	\$ 3,000.00
14	1,375	LF	4" Canyon Drain	\$ 50.00	\$ 68,750.00	0%	\$ 68,750.00
15	5,485	LF	3' Rock Lined Drainage Swales	\$ 7.00	\$ 38,395.00	0%	\$ 38,395.00
16	23	LF	Overside Rock-Lined Drainage Swales	\$ 100.00	\$ 2,300.00	0%	\$ 2,300.00
17	1	EA	24" Temporary Riser; Perforated HDPE	\$ 2,350.00	\$ 2,350.00	0%	\$ 2,350.00
18	1	EA	30" Temporary Riser; Perforated HDPE	\$ 1,500.00	\$ 1,500.00	0%	\$ 1,500.00
19	3	EA	Connect to Existing Storm Drain Main	\$ 500.00	\$ 1,500.00	0%	\$ 1,500.00
Subtotal Storm Drain					\$ 712,860.00		\$ 712,860.00



FOLSOM PLAN AREA
 Cost Estimate for
 BROADSTONE ESTATES

Item No	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
Potable Water Distribution System							
1	3,700	LF	8" Water Main, PVC C900 CL 235	\$ 55.00	\$ 203,500.00	0%	\$ 203,500.00
2	1,377	LF	18" Water Main, DIP CL 350	\$ 100.00	\$ 137,700.00	0%	\$ 137,700.00
3	16	EA	8" Gate Valve	\$ 2,000.00	\$ 32,000.00	0%	\$ 32,000.00
4	9	EA	18" Butterfly Valve	\$ 6,000.00	\$ 54,000.00	0%	\$ 54,000.00
5	1	EA	8" Pressure Reducing Station	\$ 50,000.00	\$ 50,000.00	0%	\$ 50,000.00
6	18	EA	Fire Hydrant Assembly (6" Lead & Appurtenances)	\$ 5,000.00	\$ 90,000.00	0%	\$ 90,000.00
7	4	EA	2" Air & Vacuum Release Valve	\$ 3,500.00	\$ 14,000.00	0%	\$ 14,000.00
8	2	EA	3" Air & Vacuum Release Valve	\$ 4,000.00	\$ 8,000.00	0%	\$ 8,000.00
9	81	EA	1" Water Service	\$ 1,000.00	\$ 81,000.00	0%	\$ 81,000.00
10	2	EA	Water Sampling Station	\$ 500.00	\$ 1,000.00	0%	\$ 1,000.00
11	1	EA	4" Blow-Off Valve & Box	\$ 2,500.00	\$ 2,500.00	0%	\$ 2,500.00
12	5	EA	Connection to Existing Water Main	\$ 2,500.00	\$ 12,500.00	0%	\$ 12,500.00
Subtotal Potable Water					\$ 686,200.00		\$ 686,200.00
Non-Potable Water Distribution System							
1	422	LF	8" Non-Potable Water Main, PVC C900 CL 200	\$ 55.00	\$ 23,210.00	0%	\$ 23,210.00
2	1	EA	8" Gate Valve	\$ 2,000.00	\$ 2,000.00	0%	\$ 2,000.00
3	2	EA	2" Irrigation Service	\$ 3,500.00	\$ 7,000.00	0%	\$ 7,000.00
4	2	EA	4" End of Line Blow-Off Valve	\$ 2,500.00	\$ 5,000.00	0%	\$ 5,000.00
5	2	EA	Remove 4" Blow-Off Valve & Connect	\$ 500.00	\$ 1,000.00	0%	\$ 1,000.00
6	1	EA	2" Air & Vacuum Release Valve	\$ 3,500.00	\$ 3,500.00	0%	\$ 3,500.00
7	1,617	LF	4" PVC (SCH 80) Irrigation Sleeves	\$ 15.00	\$ 24,255.00	0%	\$ 24,255.00
8	415	LF	6" PVC (SCH 80) Irrigation Sleeves	\$ 20.00	\$ 8,300.00	0%	\$ 8,300.00
Subtotal Non-Potable Water					\$ 74,265.00		\$ 74,265.00
Concrete							
1	3,059	LF	Modified Type 2 Vertical Curb & Gutter (w/ 6" AB)	\$ 20.00	\$ 61,180.00	0%	\$ 61,180.00
2	6,935	LF	Mountable Curb & Gutter (w/ 6" AB)	\$ 25.00	\$ 173,375.00	0%	\$ 173,375.00
3	36,807	SF	Sidewalk (6" PCC/ 6" AB)	\$ 6.00	\$ 220,842.00	0%	\$ 220,842.00
4	7	EA	Concrete Survey Monument	\$ 300.00	\$ 2,100.00	0%	\$ 2,100.00
5	12	EA	Sidewalk Curb Ramp	\$ 2,500.00	\$ 30,000.00	0%	\$ 30,000.00
6	1,125	LF	3' Concrete V-Ditch	\$ 20.00	\$ 22,500.00	0%	\$ 22,500.00
Subtotal Concrete					\$ 509,997.00		\$ 509,997.00



FOLSOM PLAN AREA

Cost Estimate for
BROADSTONE ESTATES

Item No	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
Streetwork							
1	3,257	Ton	Asphalt Concrete (Type 'B')	\$ 80.00	\$ 260,560.00	0%	\$ 260,560.00
2	8,050	Ton	Aggregate Base (Class 2)	\$ 20.00	\$ 161,000.00	0%	\$ 161,000.00
3	9,439	SF	Demo Existing Pavement	\$ 2.00	\$ 18,878.00	0%	\$ 18,878.00
4	718	SF	Pavement Markings	\$ 5.00	\$ 3,590.00	0%	\$ 3,590.00
5	5	EA	Street Name Sign on Post	\$ 500.00	\$ 2,500.00	0%	\$ 2,500.00
6	1	EA	Street Name Sign on Street Light (Sign Only)	\$ 300.00	\$ 300.00	0%	\$ 300.00
7	4	EA	Stop Sign (R1-1) on Post	\$ 500.00	\$ 2,000.00	0%	\$ 2,000.00
8	1	EA	Stop Sign (R1-1) on Street Light (Sign Only)	\$ 300.00	\$ 300.00	0%	\$ 300.00
9	5	EA	Stop Sign (R1-1) on Street Name Post (Sign Only)	\$ 300.00	\$ 1,500.00	0%	\$ 1,500.00
10	9	EA	Miscellaneous Signs	\$ 300.00	\$ 2,700.00	0%	\$ 2,700.00
11	6	EA	Removable Bollard	\$ 300.00	\$ 1,800.00	0%	\$ 1,800.00
12	340	LF	12" White Stripe Limit Line (Stop Line)	\$ 2.00	\$ 680.00	0%	\$ 680.00
13	46	LF	6" Dashed Stripe (DTL 39A)	\$ 1.00	\$ 46.00	0%	\$ 46.00
14	488	LF	6" Solid Stripe (DTL 39)	\$ 1.00	\$ 488.00	0%	\$ 488.00
15	380	LF	Two-Direction No-Passing Line (DTL 22)	\$ 1.80	\$ 684.00	0%	\$ 684.00
16	1	LS	At Grade Street Railroad Crossing	\$ 150,000.00	\$ 150,000.00	0%	\$ 150,000.00
Subtotal Streetwork					\$ 607,026.00		\$ 607,026.00
Street Lights & Joint Trench							
1	81	LOT	Joint Trench Excavation & Backfill	\$ 8,000.00	\$ 648,000.00	0%	\$ 648,000.00
2	2	EA	Streetlight Service Point	\$ 5,000.00	\$ 10,000.00	0%	\$ 10,000.00
3	28	EA	LED Streetlight (including conduit, wiring & appurtenances)	\$ 11,600.00	\$ 324,800.00	0%	\$ 324,800.00
Subtotal Street Lights & Joint Trench					\$ 982,800.00		\$ 982,800.00
Landscaping & Sound walls							
1	43,671	SF	Landscape & Irrigation	\$ 5.00	\$ 218,355.00	0%	\$ 218,355.00
2	32,844	SF	Masonry Sound Walls	\$ 35.00	\$ 1,149,540.00	0%	\$ 1,149,540.00
Subtotal Landscaping & Sound walls					\$ 1,367,895.00		\$ 1,367,895.00
Total					\$ 8,064,988.00		\$ 5,447,633.00
Contingency					10% \$ 806,500.00		\$ 544,760.00
Total Cost Estimate					\$ 8,871,488.00		\$ 5,992,393.00

ATTACHMENT 3
BROADSTONE ESTATES SUBDIVISION
FINAL MAP

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT WE ARE THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS FINAL MAP OF "BROADSTONE ESTATES SMALL LOT MAP" AND DO HEREBY DECLARE THE CONSENT FROM NO OTHER PERSON IS NECESSARY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP, AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE AS PUBLIC RIGHT-OF-WAYS AND AS UTILITY EASEMENTS TO THE CITY OF FOLSOM, DEWEY OAK DRIVE, ROCKY HILLS CIRCLE, HINSDALE DRIVE, DEHONE CIRCLE AND SPOTTED DOG COURT AS SHOWN HEREON.

WE DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING

- 1. A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAIN, GAS, SEWER AND WATER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS B, C, J, PORTIONS OF LOTS D AND F AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE);
2. A PUBLIC EASEMENT AND RIGHT-OF-WAY FOR THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS A, B, C, I AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT" (LE);
3. A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SIDEWALK AND PEDESTRIAN ACCESS ON, OVER AND ACROSS A PORTION OF LOT F AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN ACCESS EASEMENT" (PAE);
4. A PUBLIC EASEMENT FOR CONSTRUCTION AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, AND ACROSS STRIPS OF LAND FIVE (5) FEET IN WIDTH CONTIGUOUS TO ALL RIGHT-OF-WAYS;
5. AN ACCESS EASEMENT FOR THE INGRESS AND EGRESS OF CITY OF FOLSOM VEHICLES ON, OVER AND ACROSS LOT J, A PORTION OF LOT F AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "ACCESS EASEMENT" (AE).

ELLIOTT HOMES, INC., AN ARIZONA CORPORATION

BY: NAME: HARRY C. ELLIOTT, PRESIDENT DATE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF
ON BEFORE ME, A NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS COUNTY
MY COMMISSION EXPIRES MY COMMISSION NUMBER:



VICINITY MAP N.T.S.

NAVD88 BENCHMARK-CITY OF FOLSOM

BENCHMARK " 71 " ELEVATION = 444.84' NAVD88

BRASS DISK STAMPED "CITY OF FOLSOM BM 71" ON THE SOUTHWEST CORNER OF THE CONCRETE FOOTING FOR A 69KV POWER POLE HUD128803. LOCATION OF SITE IS APPROXIMATELY 100 FEET SOUTH OF HIGHWAY 50 AND 32' EAST OF THE RAILROAD TRACKS ALONG OLD PLACERVILLE ROAD, APPROXIMATE LATITUDE: N38D 38' 34.68" LONGITUDE: W121D 05' 33.78"

THE BASIS FOR LEVELS WERE RUN FROM COUNTY BENCHMARK U018-009 STAMPED "K-856" IN FEBRUARY 2014 BY MACKAY AND SOMPS CIVIL ENGINEERS, INC.

Preliminary

09/19/2022 3:05:01 PM

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT HOMES, INC., AN ARIZONA CORPORATION IN FEBRUARY 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED AND WILL BE SET BY DECEMBER 31, 2023; AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



PAUL FERGUSON, JR.
PLS 9265 EXP. 03-31-2024

DATE:

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "BROADSTONE ESTATES SMALL LOT MAP" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

STEVEN R. KRAHN, RCE 49231
CITY ENGINEER
CITY OF FOLSOM
LICENSE EXPIRES: 9/30/2024

DATE:

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "BROADSTONE ESTATES SMALL LOT MAP" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

GERALD A. YOUNG, L.S. 3652
CITY SURVEYOR
LICENSE EXPIRES: 6/30/2024

DATE:

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF FOLSOM HAS APPROVED THIS FINAL MAP OF "BROADSTONE ESTATES SMALL LOT MAP", AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL RIGHT-OF-WAYS AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON.

CHRISTA FREEMANTLE
CITY CLERK

DATE:

RECORDER'S STATEMENT

FILED THIS DAY OF 2022, AT M IN BOOK OF MAPS, AT PAGE AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. ON FILE IN THIS OFFICE.

DOCUMENT NO.
DONNA ALLRED
SACRAMENTO COUNTY RECORDER
STATE OF CALIFORNIA

BY: DEPUTY FEE: \$

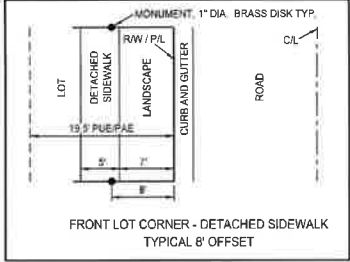
FINAL MAP (PN 15-308)
BROADSTONE ESTATES
SMALL LOT MAP

ALL THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON APRIL 10, 2017, IN BOOK 20170410, AT PAGE 0774, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF PARCEL E AS SHOWN ON THAT CERTAIN RECORD OF SURVEY TITLED "PLAT OF SURVEY OF THE JOS WOODARD EST.", FILED IN BOOK 07 OF SURVEYS, MAP NO 39, SACRAMENTO COUNTY RECORDS, ALSO BEING A PORTION OF PARCEL 4 AS SHOWN IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED ON MAY 04, 1998, IN BOOK 19980504, AT PAGE 0781, OFFICIAL RECORDS OF SACRAMENTO COUNTY, SITUATED IN SECTIONS 9 & 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.

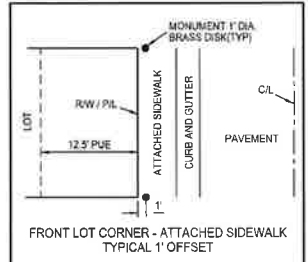
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OCTOBER 2022
SHEET 1 OF 11

NOTES

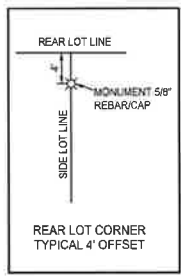
1. ALL CURVE DIMENSIONS ARE RADIUS, ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. THIS FINAL MAP CONTAINS 36.82± ACRES GROSS CONSISTING OF 61 RESIDENTIAL LOTS AND 10 LETTERED LOTS.
3. A PRELIMINARY GEOTECHNICAL ENGINEERING REPORT FOR THE RUSSELL RANCH SOUTH (PROJECT NO. E17053.132) WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC ON OCTOBER 13, 2021 AND MAY BE AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF FOLSOM COMMUNITY DEVELOPMENT DEPARTMENT.
4. ALL FRONT LOT CORNERS WILL BE SET WITH AN 8.00 FOOT OFFSET ONTO THE DETACHED SIDEWALK ON THE SIDE LOT LINE OR A 1.00 FOOT OFFSET ONTO THE ATTACHED SIDEWALK ON THE SIDE LOT LINE EXTENDED WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" (SEE DETAIL THIS SHEET).
5. REAR CORNERS WILL BE SET AS FOLLOWS (UNLESS SHOWN OTHERWISE)
 - 5.1. FOR LOTS 31-34, 41-46, 55-62, 63-69 AND 72-77 WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265"
 - 5.2. FOR LOTS 47-53 AND THE COMMON LINE OF LOTS 30/31 AND 34/35 WILL BE SET WITH A 4.00 FOOT OFFSET ON THE SIDE LOT LINE WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265" (SEE DETAIL THIS SHEET).
 - 5.3. FOR LOTS 1-30, 36-40, 80-81 AND THE COMMON LINE OF LOTS 53/54, 63/64/70/71, 71/78/79 WHICH FALL WITHIN A MASONRY SOUNDRETAINING WALL, WILL BE SET WITH A 3/4" BRASS TAG STAMPED "LS 9265" TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF THE WALL.
6. PROPERTY SUBJECT TO THE PROPOSED BOUNDARIES OF CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 2014-1 (MPower PACE PROGRAM) PER 20151223 OR 305.
7. PROPERTY LIES WITHIN THE BOUNDARY OF CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) PER 20151005 OR 0763.
8. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT NO.16 (FOLSOM PLAN AREA - AREA WIDE IMPROVEMENTS AND SERVICES) PER 20151209 OR 0427.
9. PROPERTY SUBJECT TO "WATER SUPPLY AND FACILITIES FINANCING PLAN AND AGREEMENT BETWEEN THE CITY OF FOLSOM AND CERTAIN LANDOWNERS IN THE FOLSOM PLAN AREA" PER 20130124 OR 1382 AND "ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO WATER SUPPLY AND FACILITIES FINANCING PLAN AND AGREEMENT BETWEEN THE CITY OF FOLSOM AND LANDOWNERS IN THE FOLSOM PLAN AREA" PER 20140603 OR 0568 & 0569.
10. PROPERTY SUBJECT TO PERPETUAL, NONEXCLUSIVE EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES IN FAVOR OF COUNTY OF SACRAMENTO AND CITY OF FOLSOM PER 20141126 OR 0392.
11. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT 2013-1 (WATER FACILITIES AND SUPPLY) PER 20131230 O.R. 0311.
12. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT NO. 17 (WILLOW HILL PIPELINE) PER 20150224 O.R. 0424 AND 20150325 O.R. 0353.
13. PROPERTY LIES WITHIN THE BOUNDARIES OF PENDING SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2.
14. PROPERTY SUBJECT TO SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3 PER 20080707 O.R. 0662.
15. PROPERTY SUBJECT TO TERMS AND PROVISIONS CONTAINED IN "TIER 1 DEVELOPMENT AGREEMENT RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN DATED AUGUST 2, 2011, BY AND BETWEEN THE CITY OF FOLSOM AND RUSSELL-PROMONTORY LLC, ET AL. RECORDED AUGUST 3, 2011, IN BOOK 20110803, PAGE 422, OFFICIAL RECORDS.
16. LOTS H AND J TO BE DEEDED IN FEE BY SEPARATE DOCUMENT TO THE CITY OF FOLSOM.
17. LOTS A, B, C, D, E, F, G, AND I TO BE DEEDED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT.
18. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THAT PORTION OF THE EASEMENTS LISTED BELOW, NOT SHOWN HEREON, THAT FALL WITHIN THE SUBJECT PROPERTY:
 - A. PUE ALONG NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT RAVINE DRIVE PER DN 201903201208 (REDEDICATED ON THIS MAP).
 - B. THE NORTHERLY RIGHT-OF-WAY OF PLEASANT RAVINE DRIVE ACROSS DEHONE CIRCLE (REDEDICATED ON THIS MAP).
 - C. IOD WITHIN THE LANDS OF ELLIOTT HOMES, INC PER DN 201903201208 AREA 1 (HINSDALE DRIVE), AREA 2 (DEWEY OAK DRIVE), AREA 3 (DEHONE CIRCLE).
19. IN 1884 IN BOOK 112 OF DEEDS AT PAGE 236, THE CENTRAL PACIFIC RAILROAD COMPANY (CPRC) CONVEYED TO JOSEPH WOODARD THE WEST 1/2 OF THE SE 1/4 OF SECTION 9, T. 9 N., R. 8 E. CPRC EXCEPTED AND RESERVED FROM SAID CONVEYANCE FOR RAILROAD PURPOSES (INCLUDING RIGHTS TO USE WATER AND HAVE FENCES CONSTRUCTED), A 100' STRIP OF LAND OVER ANY RAILROAD TRACKS THEN OR THEREAFTER CONSTRUCTED. APPROXIMATELY THE EAST 1/2 OF THE SUBJECT PROPERTY LIES WITHIN SAID WEST 1/2 OF THE SE 1/4 OF SECTION 9. HOWEVER, NO RAILROAD TRACKS ARE CONSTRUCTED WITHIN THE SUBJECT PROPERTY AND THE PLACERVILLE RANCH RAILROAD EXISTS TODAY ALONG THE WESTERLY BOUNDARY OF THE SUBJECT PROPERTY (OWNED CURRENTLY BY THE SPTCJFA).



FRONT LOT CORNER - DETACHED SIDEWALK
TYPICAL 8' OFFSET



FRONT LOT CORNER - ATTACHED SIDEWALK
TYPICAL 1' OFFSET



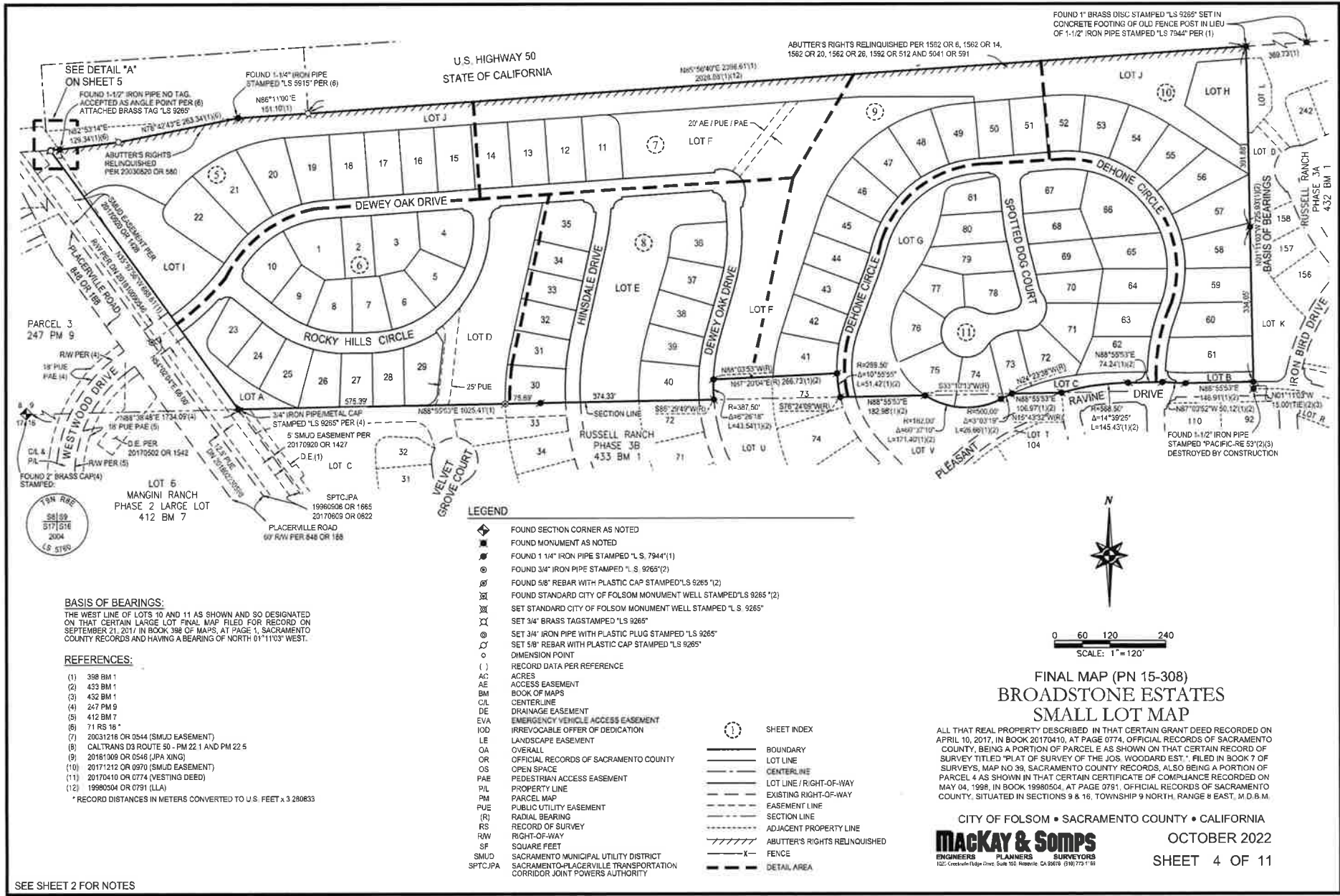
REAR LOT CORNER
TYPICAL 4' OFFSET

**FINAL MAP (PN 15-308)
BROADSTONE ESTATES
SMALL LOT MAP**

ALL THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON APRIL 10, 2017, IN BOOK 20170410, AT PAGE 0774, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF PARCEL E AS SHOWN ON THAT CERTAIN RECORD OF SURVEY TITLED "PLAT OF SURVEY OF THE JOS. WOODARD EST.", FILED IN BOOK 7 OF SURVEYS, MAP NO. 39, SACRAMENTO COUNTY RECORDS, ALSO BEING A PORTION OF PARCEL 4 AS SHOWN IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED ON MAY 04, 1998, IN BOOK 19880504, AT PAGE 0791, OFFICIAL RECORDS OF SACRAMENTO COUNTY, SITUATED IN SECTIONS 9 & 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.

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OCTOBER 2022
SHEET 2 OF 11

SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES



BASIS OF BEARINGS:
 THE WEST LINE OF LOTS 10 AND 11 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN LARGE LOT FINAL MAP FILED FOR RECORD ON SEPTEMBER 21, 2011 IN BOOK 398 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS AND HAVING A BEARING OF NORTH 01°11'03" WEST.

- REFERENCES:**
- (1) 398 BM 1
 - (2) 433 BM 1
 - (3) 432 BM 1
 - (4) 247 PM 9
 - (5) 412 BM 7
 - (6) 71 RS 18 *
 - (7) 20031218 OR 0544 (SMUD EASEMENT)
 - (8) CALTRANS D3 ROUTE 50 - PM 22.1 AND PM 22.5
 - (9) 20181909 OR 0548 (JPA KING)
 - (10) 20171212 OR 0970 (SMUD EASEMENT)
 - (11) 20170410 OR 0774 (VESTING DEED)
 - (12) 19980504 OR 0791 (LLA)
- * RECORD DISTANCES IN METERS CONVERTED TO U.S. FEET x 3.280833

LEGEND

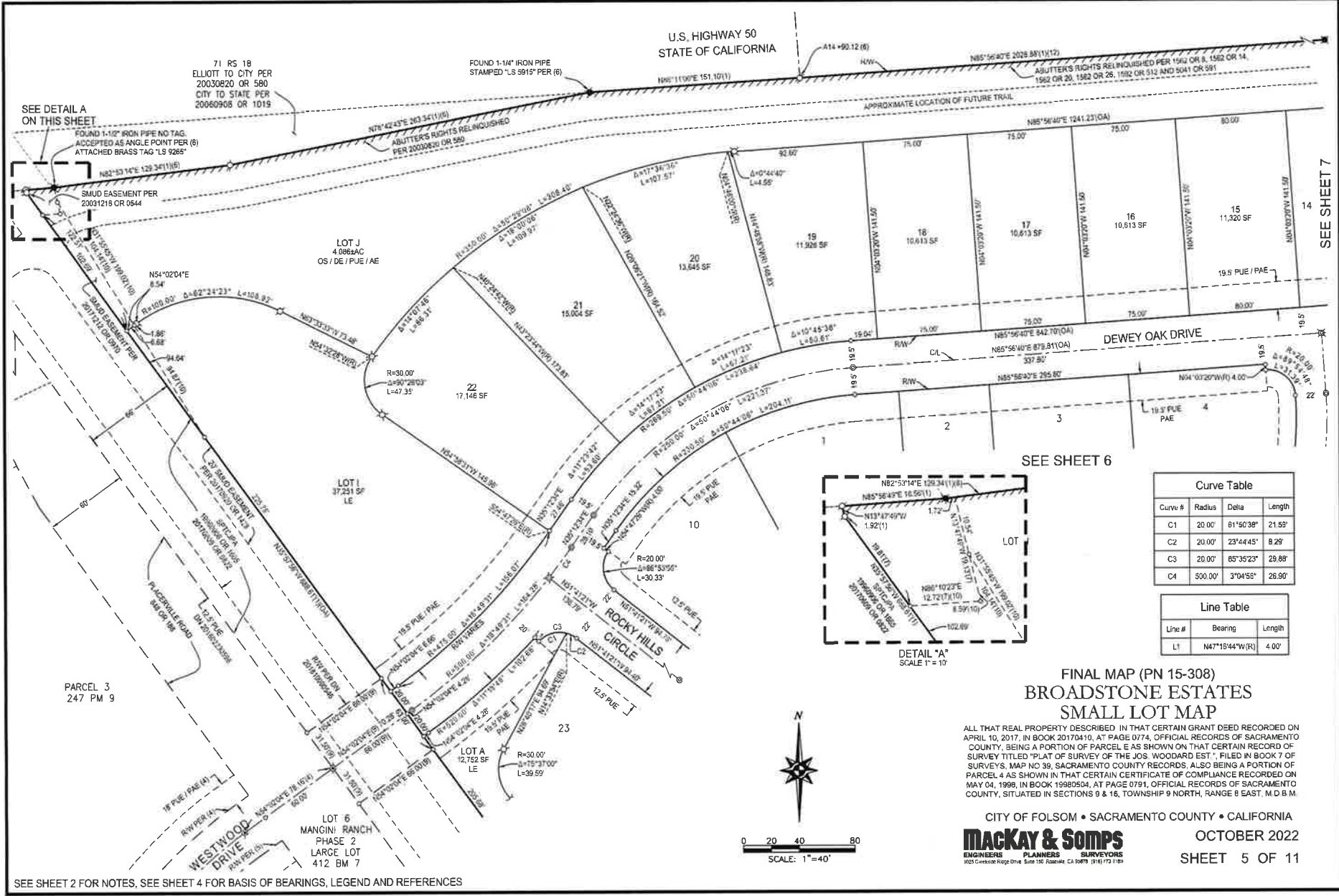
◆	FOUND SECTION CORNER AS NOTED
■	FOUND MONUMENT AS NOTED
●	FOUND 1 1/4" IRON PIPE STAMPED "L.S. 7944"(1)
⊙	FOUND 3/4" IRON PIPE STAMPED "L.S. 9265"(2)
⊗	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5265"(2)
⊘	FOUND STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 9265"(2)
⊙	SET STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "L.S. 9265"
⊙	SET 3/4" BRASS TAG STAMPED "LS 9265"
⊙	SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 9265"
⊙	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
○	DIMENSION POINT
()	RECORD DATA PER REFERENCE
()	ACRES
AE	ACCESS EASEMENT
BM	BOOK OF MAPS
CIL	CENTERLINE
DE	DRAINAGE EASEMENT
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
IOD	IRREVOCABLE OFFER OF DEDICATION
LE	LANDSCAPE EASEMENT
OA	OVERALL
OR	OFFICIAL RECORDS OF SACRAMENTO COUNTY
OS	OPEN SPACE
PAE	PEDESTRIAN ACCESS EASEMENT
PIL	PROPERTY LINE
PM	PARCEL MAP
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
RS	RECORD OF SURVEY
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
SMUD	SACRAMENTO MUNICIPAL UTILITY DISTRICT
SPTC/JPA	SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

**FINAL MAP (PN 15-308)
 BROADSTONE ESTATES
 SMALL LOT MAP**

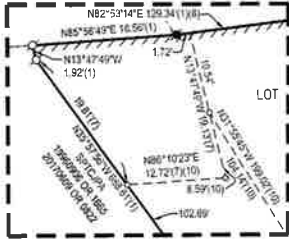
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 SHEET 4 OF 11

SEE SHEET 2 FOR NOTES



SEE SHEET 6



Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	81°50'38"	21.59'
C2	20.00'	23°44'45"	8.29'
C3	20.00'	85°35'23"	28.88'
C4	500.00'	3°04'58"	26.90'

Line Table		
Line #	Bearing	Length
L1	N47°15'44\"/>	

**FINAL MAP (PN 15-308)
BROADSTONE ESTATES
SMALL LOT MAP**

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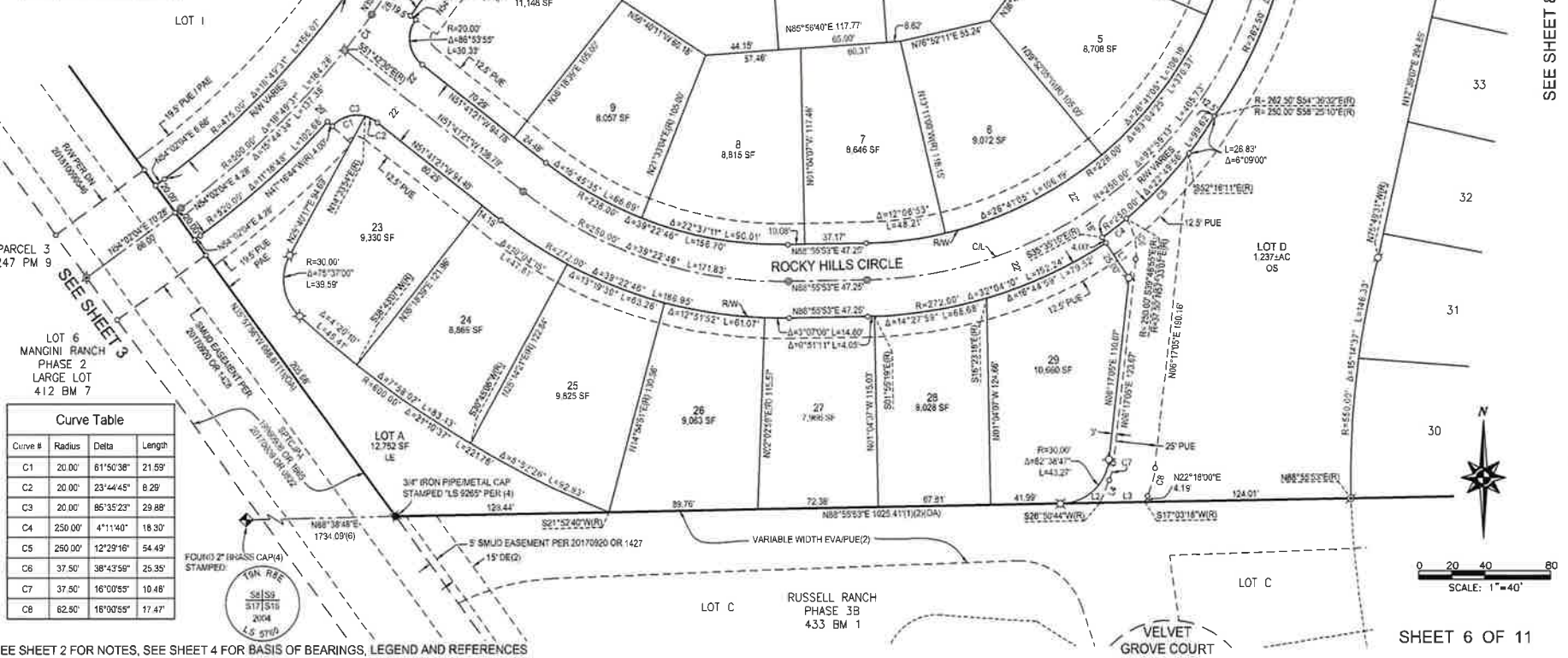
SEE SHEET 2 FOR NOTES, SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

FINAL MAP (PN 15-308)
 BROADSTONE ESTATES
 SMALL LOT MAP

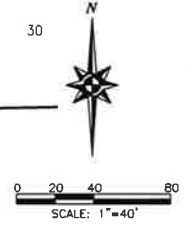
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 SHEET 6 OF 11

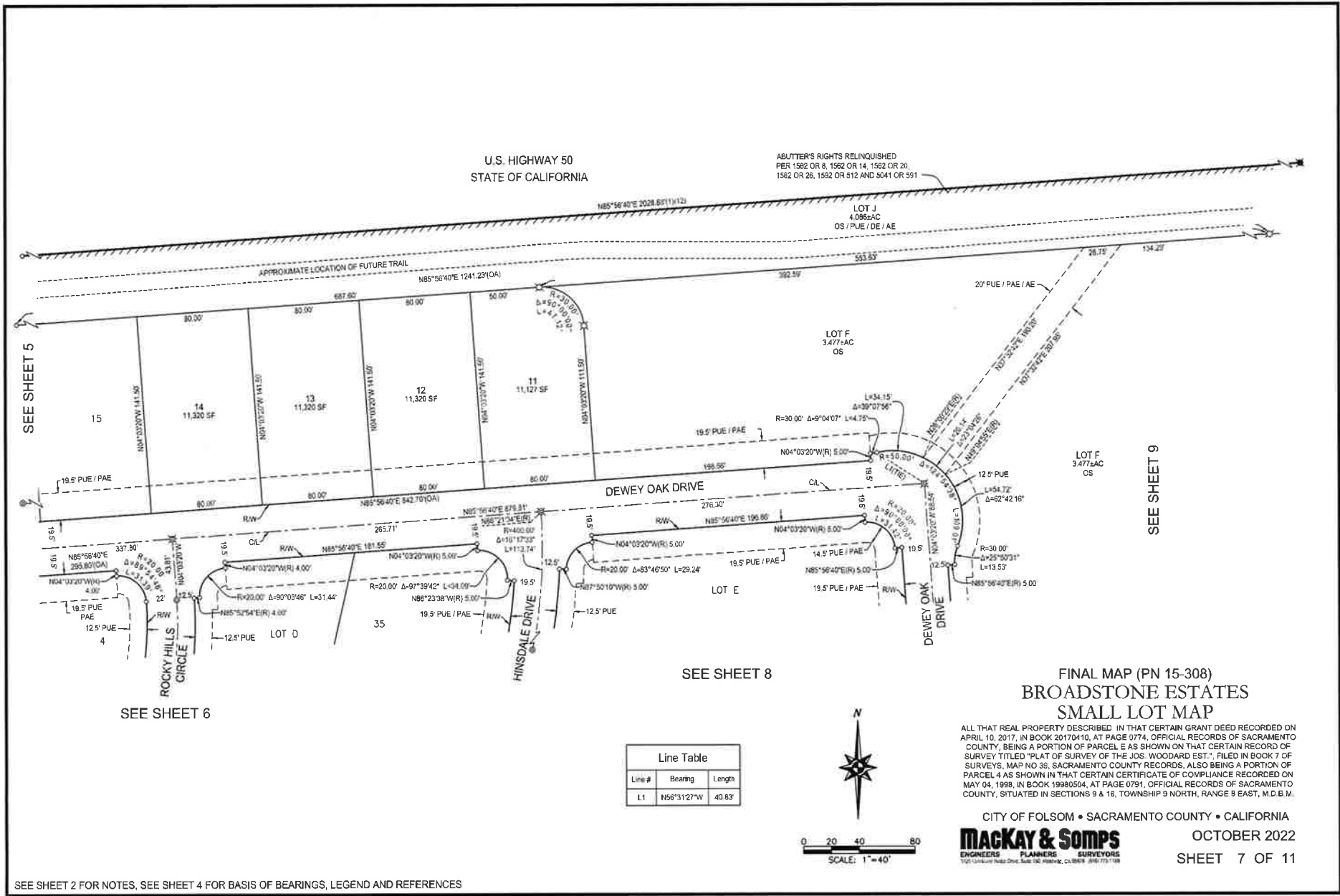
Line Table		
Line #	Bearing	Length
L1	N33°08'17"W	29.00'
L2	N88°55'53"E	23.77'
L3	N88°55'53"E	27.23'
L4	N22°18'00"E	14.99'



Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	61°50'38"	21.59'
C2	20.00'	23°44'45"	8.29'
C3	20.00'	85°35'23"	29.88'
C4	250.00'	4°11'40"	18.30'
C5	250.00'	12°29'16"	54.49'
C6	37.50'	38°43'56"	25.35'
C7	37.50'	16°00'55"	10.48'
C8	62.50'	16°00'55"	17.47'



SEE SHEET 2 FOR NOTES, SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES



FINAL MAP (PN 15-308)
BROADSTONE ESTATES
SMALL LOT MAP

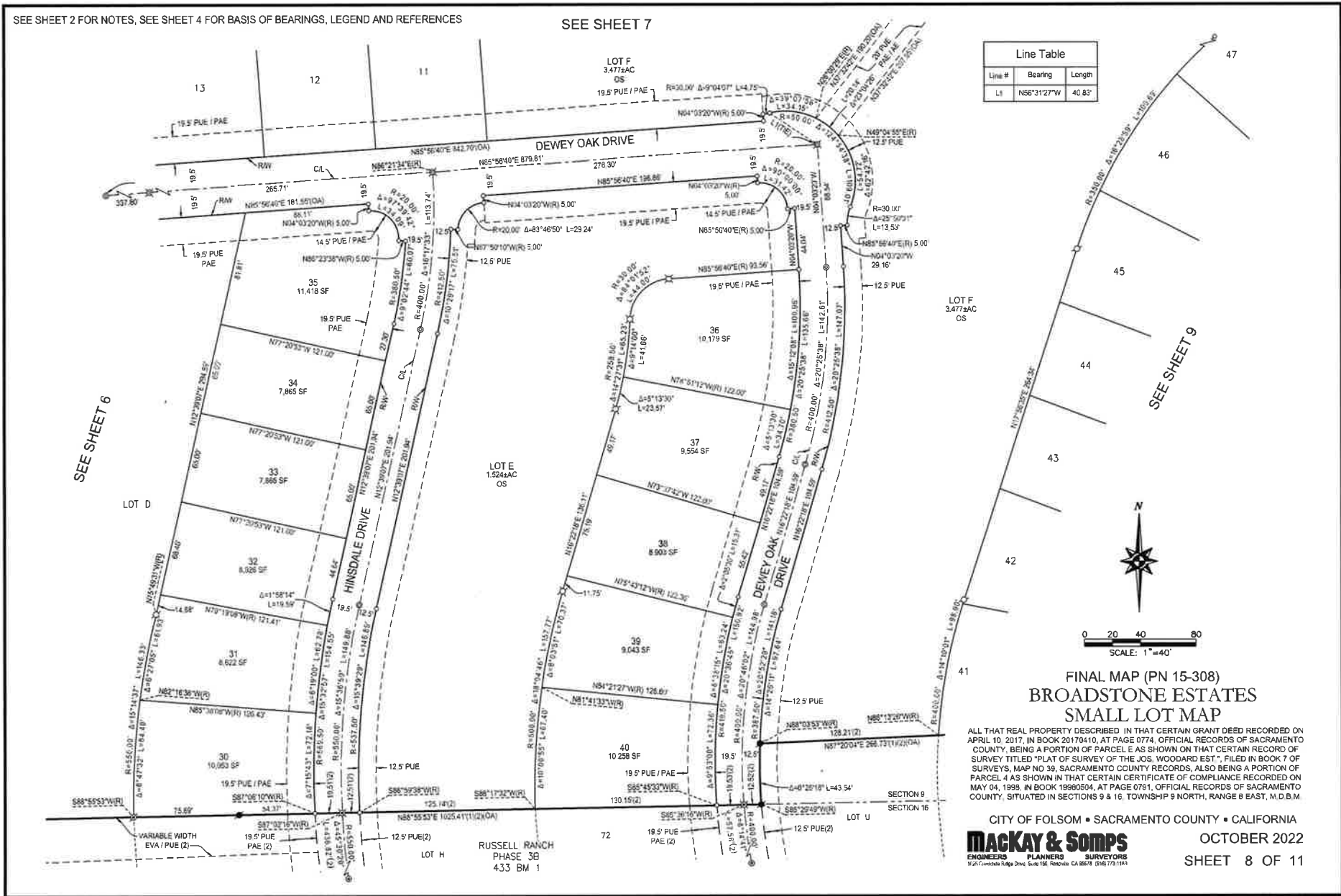
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 SHEET 7 OF 11

SEE SHEET 2 FOR NOTES, SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

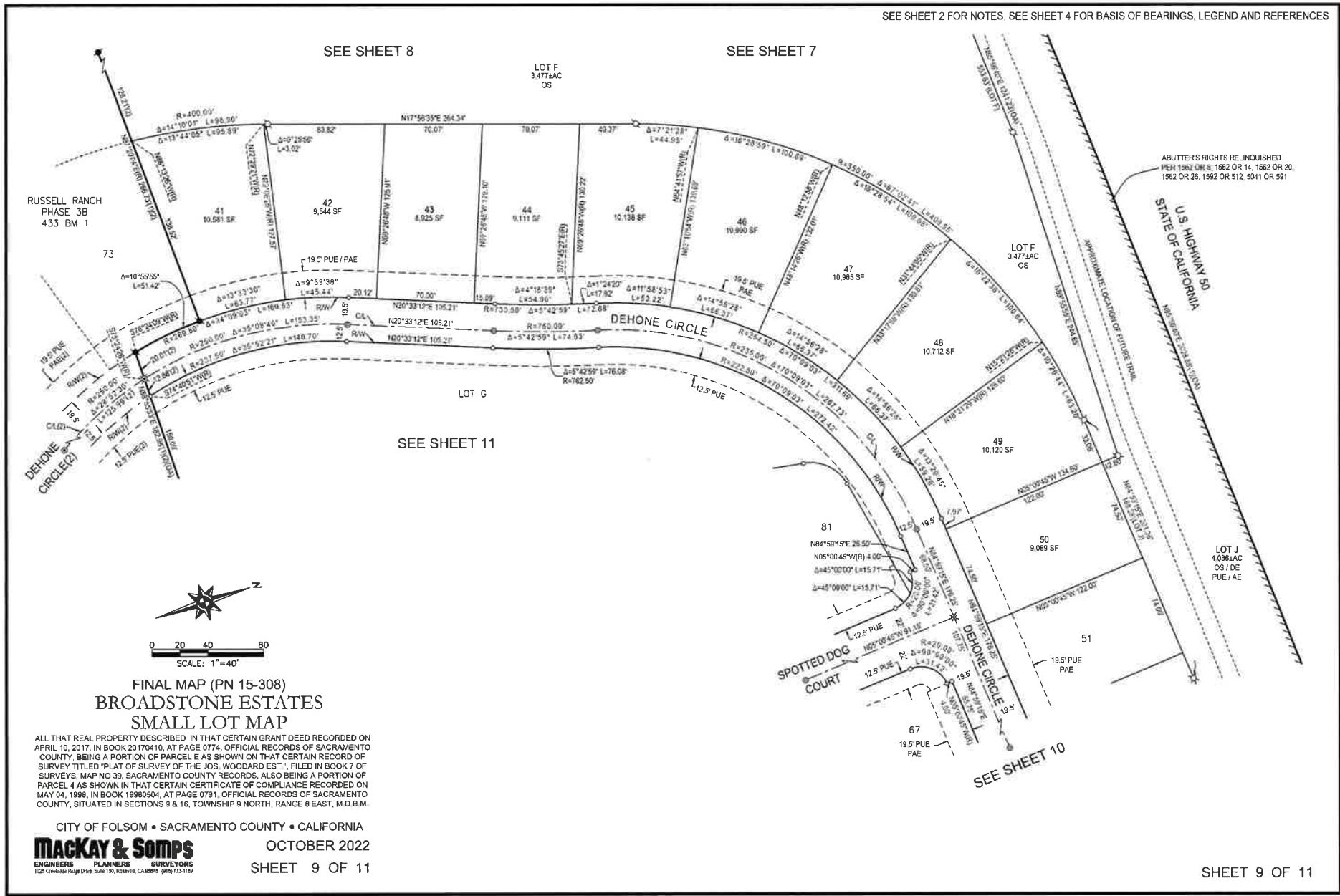
SEE SHEET 2 FOR NOTES, SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

SEE SHEET 7



FINAL MAP (PN 15-308)
BROADSTONE ESTATES
SMALL LOT MAP
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 OCTOBER 2022
 SHEET 8 OF 11

SEE SHEET 2 FOR NOTES. SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES



FINAL MAP (PN 15-308)
 BROADSTONE ESTATES
 SMALL LOT MAP

ALL THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON APRIL 10, 2017, IN BOOK 20170410, AT PAGE 0774, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF PARCEL E AS SHOWN ON THAT CERTAIN RECORD OF SURVEY TITLED "PLAT OF SURVEY OF THE JOS. WOODARD EST.", FILED IN BOOK 7 OF SURVEYS, MAP NO. 39, SACRAMENTO COUNTY RECORDS, ALSO BEING A PORTION OF PARCEL 4 AS SHOWN IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED ON MAY 04, 1998, IN BOOK 19980504, AT PAGE 0731, OFFICIAL RECORDS OF SACRAMENTO COUNTY, SITUATED IN SECTIONS 9 & 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.

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 ENGINEERS PLANNERS SURVEYORS
 1025 Creechdale Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1169

OCTOBER 2022
 SHEET 9 OF 11

FINAL MAP (PN 15-308)
BROADSTONE ESTATES
SMALL LOT MAP

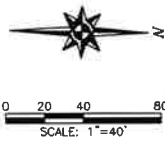
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1025 Colusa Road, Suite 110, Folsom, CA 95610 (916) 773-1188

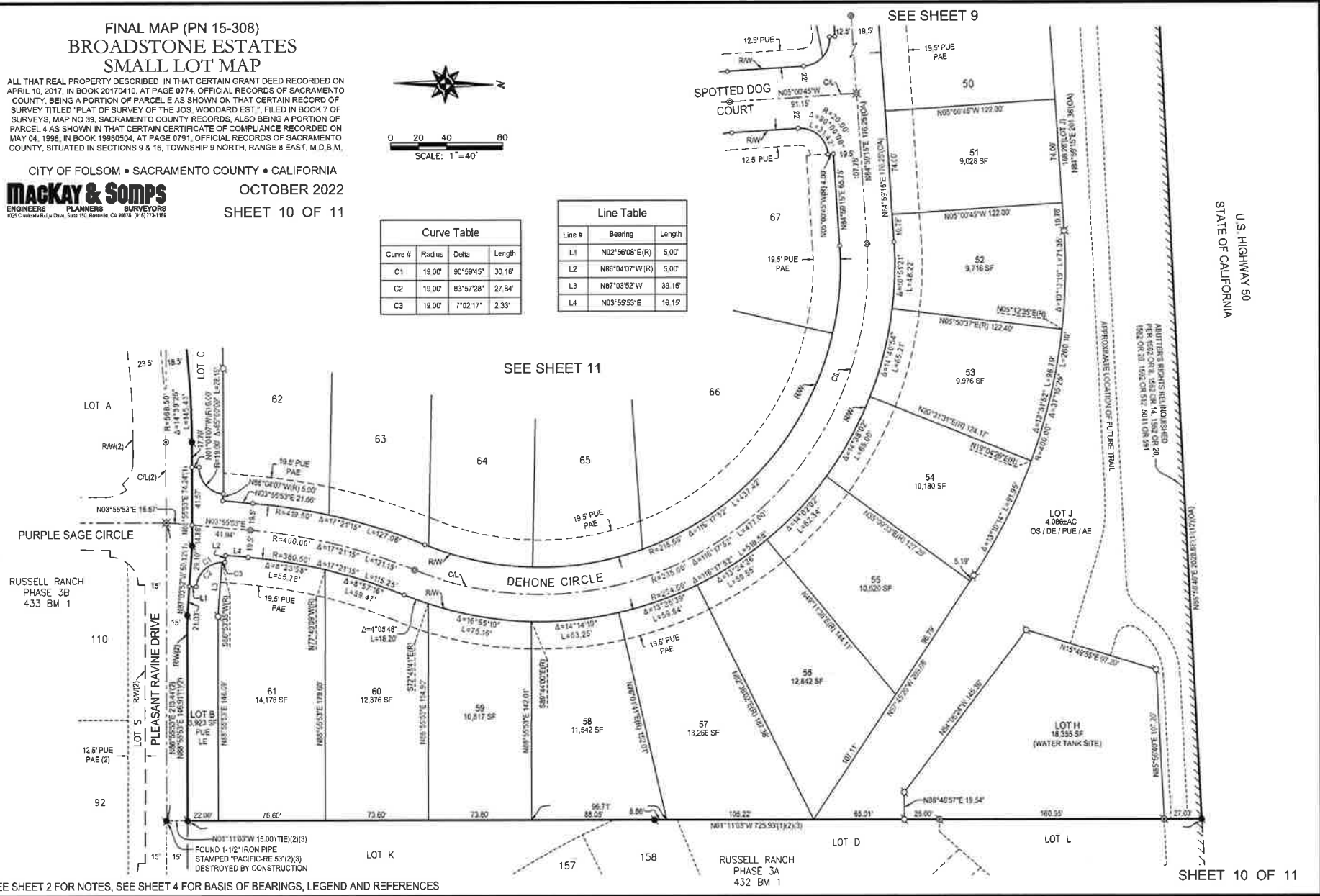
OCTOBER 2022

SHEET 10 OF 11



Curve Table			
Curve #	Radius	Delta	Length
C1	19.00'	90°59'45"	30.18'
C2	19.00'	83°57'28"	27.84'
C3	19.00'	7°02'11"	2.33'

Line Table		
Line #	Bearing	Length
L1	N02°56'06"E(R)	5.00'
L2	N88°04'07"W(R)	5.00'
L3	N87°03'52"W	39.15'
L4	N03°55'53"E	16.15'



U.S. HIGHWAY 50
STATE OF CALIFORNIA

SHEET 10 OF 11

SEE SHEET 2 FOR NOTES, SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

FINAL MAP (PN 15-308) BROADSTONE ESTATES SMALL LOT MAP

ALL THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON APRIL 10, 2017, IN BOOK 20170410, AT PAGE 0774, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF PARCEL E AS SHOWN ON THAT CERTAIN RECORD OF SURVEY TITLED "PLAT OF SURVEY OF THE LOS WOODARD EST.", FILED IN BOOK 7 OF SURVEYS, MAP NO. 39, SACRAMENTO COUNTY RECORDS, ALSO BEING A PORTION OF PARCEL 4 AS SHOWN IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED ON MAY 04, 1998, IN BOOK 19980504, AT PAGE 0791, OFFICIAL RECORDS OF SACRAMENTO COUNTY, SITUATED IN SECTIONS 9 & 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.

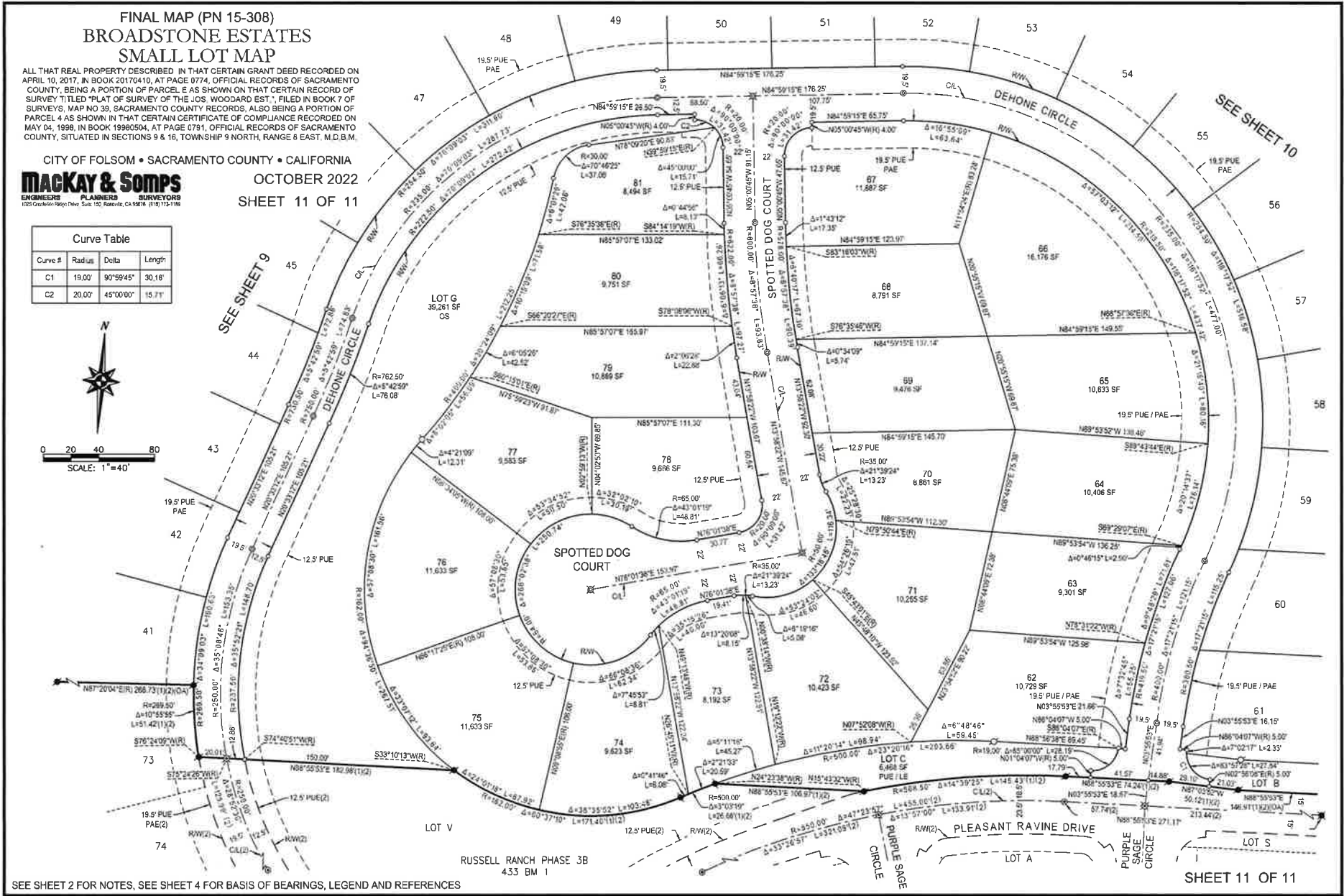
CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA
OCTOBER 2022
SHEET 11 OF 11

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1025 Golden Gate Ave., Suite 150, Sacramento, CA 95818 (916) 753-1188

Curve Table			
Curve #	Radius	Delta	Length
C1	19.00'	90°59'45"	30.16'
C2	20.00'	45°00'00"	15.71'



0 20 40 80
SCALE: 1"=40'



SEE SHEET 2 FOR NOTES, SEE SHEET 4 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

ATTACHMENT 4

BROADSTONE ESTATES SUBDIVISION VESTING TENTATIVE SUBDIVISION MAP

ATTACHMENT 5

TABLE OF CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
1.		<p><i>Final Development Plans</i> The owner/applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below:</p> <ol style="list-style-type: none"> 1. Small Lot Vesting Tentative Subdivision Map dated 3-9-17 2. Preliminary Grading and Drainage Plan dated 3-9-17 3. Preliminary Utility Plan dated 3-9-17 4. Preliminary Offsite Improvements Plan dated 3-9-17 5. Russell Ranch and Broadstone Estates at Russell Ranch Design Guidelines 6. Inclusionary Housing Plan <p>The Vesting Small Lot Tentative Subdivision Map, Russell Ranch and Broadstone Estates at Russell Ranch Design Guidelines and Inclusionary Housing Plan are approved for the development of a 81 lot single family residential subdivision (Broadstone Estates Subdivision). Implementation of the project shall be consistent with the above referenced items and these conditions of approval.</p>	G,I,M,B	CD (P)(E)	The Community Development Department has reviewed and approved the improvement plans and the final map for the project. The approved improvement plans are in substantial compliance with the preliminary grading and drainage plans, the preliminary site and utility plans, offsite infrastructure exhibit, the preliminary landscape plans and the community design guidelines. The final map for this subdivision is in substantial compliance with the approved Vesting Tentative Subdivision Map.	Yes
2.		<p><i>Plan Submittal</i> All civil engineering, improvement, and landscape and irrigation plans, shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.</p>	G, I, M,	CD (P)(E)(B)	Improvement plans for this subdivision have been reviewed approved by the City. Landscape plans for this subdivision have also been reviewed and approved by the City.	Yes
3.		<p><i>Validity</i> This approval of the Vesting Small Lot Tentative Subdivision Map shall be valid for a period of three years or thirty-six months (April 11, 2025). Pursuant to Section 2.2 of Amendment No. 1 to ARDA, the term of the Project Design Guidelines shall track the term of the map.</p>	OG	CD (P)	The small-lot vesting tentative subdivision map for the subdivision was approved by the City Council on April 11, 2017.	Yes

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
4.		<p>Improvements in the PFFP The owner/applicant shall be subject to all thresholds, timelines and deadlines for the construction and final completion of various improvements for the entire Folsom Plan Area. The various improvements are outlined and detailed in the Folsom Plan Area Specific Plan Public Facilities Financing Plan (PFFP) dated January 28, 2014 and adopted by City of Folsom Resolution No. 9298. These improvements in the PFFP include, but are not limited to, the backbone infrastructure water (water reservoirs, water transmission mains, booster pump stations, pressure reducing valve stations, etc.), sanitary sewer (lift stations and forced mains) systems, recycled water mains and associated infrastructure, roadway and transportation (future interchanges, major arterial roadways, etc.) improvements, aquatic center (community pool), parks, fire stations, municipal services center, community library, etc. The thresholds and timelines included in the PFFP require facilities to be constructed and completed based on number of building permits issued and in some cases, number of residential units that are occupied. The owner/applicant shall be required to address these thresholds and timelines as the project moves forward through the various developments stages and shall be subject to the various fair share requirements, subject to the provisions of the PFFP, the ARDA and any amendment thereto.</p>	M	PFFP, M,B CDD(E)(P)(B), PW, FD, EWR, PR	All required infrastructure to serve the subject subdivisions has been identified and will be required to be constructed prior to the issuance of the first building permit. There is no phasing plan associated with the infrastructure necessary to serve the subject subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
5.		<p>Indemnity for City The owner/applicant shall protect, defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other applicable statutes of limitation. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. If the City should fail to cooperate fully in the defense, the owner owner/applicant shall not thereafter be responsible to defend, indemnify and hold harmless the City or its agents, officers, and employees, pursuant to this condition. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:</p> <ul style="list-style-type: none"> • The City bears its own attorney’s fees and costs; and • The City defends the claim, action or proceeding in good faith <p>The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant. The owner/applicant’s obligations under this condition shall apply regardless of whether a Final Map is ultimately recorded with respect to this project.</p>	OG	CD (P)(E)(B) PW, PR, FD, PD	The City standard subdivision improvement agreement includes language that satisfies this condition. The subdivision improvement agreement will be executed by the City Manager upon approval by the City Council.	Yes

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
6.		<i>Vesting Tentative Subdivision Map</i> The vesting tentative subdivision map is expressly conditioned upon compliance with all environmental mitigation measures in the Folsom Plan Area Specific Plan (FEIR/EIS) and the Broadstone Estates Addendum.	OG	CD	The owner/applicant has complied with all applicable mitigation measures from the FPASP FEIR/EIS and other noted approved environmental documents prior to the issuance of a grading permit. Additionally, construction inspection and monitoring was conducted throughout construction by the City and/or its Consultants	Yes
7.		<i>ARDA and Amendments</i> The owner/applicant shall comply with all provisions of Amendment No. 1 to the ARDA and any approved amendments by and between the City and the landowner/developer of the project.	G, I, M, B	CD (E)	The owner/applicant has complied with all of the requirements in the Amended and Restated Development Agreement and all amendments thereto.	Yes
8.		<i>Mitigation Monitoring</i> The owner/applicant shall be required to participate in a mitigation monitoring and reporting program pursuant to City Council Resolution No. 2634 and Public Resources Code 21081.6. The mitigation monitoring and reporting measures identified in the Folsom Plan Area Specific Plan FEIR/EIS have been incorporated into these conditions of approval in order to mitigate or avoid significant effects on the environment. These mitigation monitoring and reporting measures are identified in the mitigation measure column. Applicant shall fund on a Time and Materials basis all mitigation monitoring (e.g., staff and consultant time).	OG	CD (P)	The owner/applicant has funded and participated in a MMRP reporting program performed by the City's consultant (Helix) and/or City staff.	Yes

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
POLICE/SECURITY REQUIREMENT						
9.		The owner/applicant shall consult with the Police Department in order to incorporate all reasonable crime prevention measures. The following security/safety measures shall be considered: A security guard on-duty at all times at the site or a six-foot security fence shall be constructed around the perimeter of construction areas. Security measures for the safety of all construction equipment and unit appliances. Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting.	G, I, B	PD	The owner/applicant provided onsite security during construction and has incorporated line of sight guidelines into landscaping plans at intersections which have been reviewed and approved by the City.	Yes
DEVELOPMENT COSTS AND FEE REQUIREMENTS						
10.		Taxes and Fees The owner/applicant shall pay all applicable taxes, fees and charges for the project at the rate and amount required by the Public Facilities Financing Plan and the Amended and Restated Development Agreement.	OG	CD (P)(E)	The owner/applicant has paid all current taxes and fees associated with this subdivision.	Yes
11.		Assessments If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	OG	CD (E)	The owner/applicant has paid all taxes and fees associated with this subdivision and filed a tax segregation request for applicable taxes.	Yes

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
12.		<p><i>FPASP Development Impact Fees</i> The owner/applicant shall be subject to all Folsom Plan Area Specific Plan Area development impact fees in place at the time of approval or subsequently adopted consistent with the Public Facilities Financing Plan (PFFP), Development Agreement and amendments thereto, unless exempt by previous agreement. The owner/applicant shall be subject to all applicable Folsom Plan Area plan-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, the Folsom Plan Area Specific Plan Fee, Specific Plan Infrastructure Fee (SPIF), Solid Waste Fee, Corporation Yard Fee, Transportation Management Fee, Transit Fee, Highway 50 Interchange Fee, General Park Equipment Fee, Housing Trust Fee, etc.</p> <p>Any protest to such for all fees, dedications, reservations or other exactions imposed on this project will begin on the date of final approval or otherwise shall be governed by the terms of Amendment No. 1 to the ARDA. The fees shall be calculated at the fee rate set forth in the PFFP and the ARDA.</p>	B	CD (P) PW, PK	The Owner/Applicant shall pay all required City fees and Plan Area wide fees prior to issuance of building permits.	Condition will be satisfied prior to issuance of a building permit.
13.		<p><i>Legal Counsel</i> The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the City shall provide notice to the owner/applicant of the outside counsel selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for all outside legal fees and costs incurred and documented by the City for such services. The owner/applicant may be required, at the sole discretion of the City Attorney, to submit a deposit to the City for these services prior to initiation of the services. The owner/applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.</p>	OG	CD (P)(E)	The City has not yet utilized any outside services for any type of legal issues for this subdivision. If at any time during the development of this subdivision, any outside legal services were necessary, the owner/applicant would be required to comply with this condition.	Yes
14.		<p><i>Consultant Services</i> If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the City shall provide notice to the owner/applicant of the outside consultant selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for actual costs incurred and documented in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the Grading Plan, Final Map, improvement plans, or beginning inspection, whichever is applicable.</p>	G,I,M,B	CD (P)(E)	The City has provided notice to the owner/applicant for various Consultants performing services for the development of this subdivision. The City has collected deposits in advance of such work for these services.	Yes

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
GRADING PERMIT REQUIREMENTS						
15.		<p>Phasing Plan The owner/applicant shall prepare a complete and comprehensive phasing plan and shall submit the phasing plan to the City for each proposed phase of development. The phasing plan shall include all required infrastructure for each proposed phase of development. The infrastructure shall include all required on-site and off-site improvements, including but not limited to, water system improvements (distribution and transmission mains, booster pump stations, water reservoirs, PRV stations, etc.), Recycled water mains and associated infrastructure, sanitary sewer improvements (sewer mains, lift stations, forced mains, etc.) roadway and transportation improvements, storm drainage improvements (detention/water quality basins, outfalls, etc.) and all other necessary improvements required for each phase of development. The phasing plan shall include itemized cost estimates for all required improvements and the phasing plan shall be reviewed and approved by the City prior to approval of grading and/or improvements plans.</p>	G,I,M,	CDD(E), EWR, PW, FD	The City has reviewed and approved a phasing plan for this subdivision, which identifies all necessary utilities, points of access for emergency services and off-site improvements necessary to serve this subdivision. All required off-site public improvements for this subdivision have been completed to the satisfaction of the City	Yes

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
15. cont.		<p>The City Engineer may condition the phasing to ensure that each phase functions independently and is consistent with the minimum utility and access standards of the City. All maps filed in phases will be required to have two points of access for vehicle access and/or general traffic purposes for each phase and all off-site utilities deemed necessary as determined by the City Engineer.</p> <p>Improvement plans for all phases that include half sections of streets shall include a minimum of 15 feet of pavement over the centerline, to allow two-way traffic and shall be subject to approval of the Community Development Department and Fire Department.</p> <p>The City will not dictate the order of the phasing provided that the first phase meets the following requirements;</p> <ul style="list-style-type: none"> All off site utilities (i.e. water, sanitary sewer, recycled water, storm drainage, roadway improvements, etc.) necessary to serve the project shall be completed and accepted by the City Engineer. 	G, I, M			
16.		<p><i>Off-site improvements / Rights of Entry</i> For any improvements constructed on private property that are not under the ownership or control of the owner/applicant (and are not subject to the provisions of the Amended and Restated Development Agreement between the City of Folsom and the property owner), all rights-of-entry, and if necessary, and any permanent easements shall be obtained and provided to the City.</p> <p>All rights of entry, construction easements, either permanent or temporary and other easements shall be obtained and shall be fully executed by all affected parties and shall be recorded with the Sacramento County Recorder, where applicable, prior to approval of grading and/or improvement plans.</p>	G,I	CD (E)	The owner/applicant obtained Rights of Entry, construction easements and grant deeds for all off-site improvements prior to commencement of grading. All rights-of-entry are on file with the Community Development Department.	Yes

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
17	3A 7-1a	Geotechnical Report Prior to the issuance of any grading permit, the owner/applicant shall have a geotechnical report prepared by an appropriately licensed engineer that includes an analysis of site preparation, soil bearing capacity, appropriate sources and types of fill, potential need for soil amendments, road, pavement and parking areas, structural foundations, including retaining wall designs, grading practices, soil corrosion of concrete and steel, erosion /winterization, seismic ground shaking, liquefaction and expansive/unstable soils.	G	CD (E)	A geotechnical report has been prepared by the consulting firm of Youngdahl & Associates, Inc., which includes an analysis for site suitability, roadway, and pavement design. The Community Development Department has reviewed and approved the improvement plans for the subdivision to ensure that all recommendations of the Geotechnical report have been addressed.	Yes
18.	3A 7-1a	Geotechnical Recommendations The owner/applicant shall submit to the Engineering Division, for review and approval, a grading plan for the project site which ensures that all geotechnical recommendations specified in the geotechnical report are properly incorporated and utilized in the design.	G	CD (E)	The owner/applicant submitted a grading plan incorporating all geotechnical recommendations for review and received approval by the City.	Yes
19.	3A 7-1b	Geotechnical Monitoring Program The owner/applicant shall contract with a geotechnical engineer who shall develop a program to monitor the site during construction to ensure compliance with the recommendations presented in the geotechnical report(s) and conditions for performing such monitoring. The geotechnical monitoring program shall include a description of the improvements areas where geotechnical monitoring shall be required. The completed program shall be submitted to the City prior to approval of any grading and/or improvement plan.	G	CD (P) CD (E) (B)	The owner/applicant submitted a plan and retained Youngdahl & Associates for monitoring and testing during construction. Copies of the plan and test results are on file with the Community Development Department	Yes

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
20.	3A.7-4	<p><i>Prepare a Seismic Refraction Survey and Obtain Appropriate Permits for all On-Site and Off-site Elements East of Old Placerville Road.</i></p> <p>Before the start of all construction activities east of Old Placerville Road, owner/applicant shall retain a licensed geotechnical engineer to perform a seismic refraction survey. Project-related excavation activities shall be carried out as recommend by the geotechnical engineer. Excavation may include the use of heavy-duty equipment such as large bulldozers or large excavators, and may include blasting. Appropriate permits for blasting operations shall be obtained from the relevant City or county jurisdiction, if applicable, prior to the start of any blasting activities.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries shall be coordinated by owner/ applicant with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties).</p>	G	CD (E)	<p>The owner/applicant was not required to perform a seismic refraction survey for the grading of this subdivision. The grading was completed and finalized without the need for any blasting and the geotechnical engineer determined during the course of grading that the seismic refraction survey was not necessary. Compliance with this condition was monitored through construction inspection.</p>	Yes

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
21.	3B.7-1a	<p><i>Prepare Geotechnical Report(s) for the Off-site Water Facilities and Implement Required Measures.</i></p> <p>The owner/applicant shall provide a comprehensive facility design for all proposed Off-site Water Facility improvements and shall comply with the site-specific design recommendations as provided by a licensed geotechnical or civil engineer. The final geotechnical and/or civil engineering report shall address and make recommendations on the following:</p> <ul style="list-style-type: none"> ▶ site preparation; ▶ soil bearing capacity; ▶ appropriate sources and types of fill; ▶ potential need for soil amendments; ▶ road, pavement, and parking areas; ▶ structural foundations, including retaining-wall design; ▶ grading practices; ▶ soil corrosion of concrete and steel; ▶ erosion/winterization; ▶ seismic ground shaking; ▶ liquefaction; and ▶ expansive/unstable soils. <p>In addition to the recommendations for the conditions listed above, the geotechnical investigation shall include subsurface testing of soil and groundwater conditions, and shall determine appropriate foundation designs that are consistent with the version of the California Building Code that is applicable at the time building and grading permits are applied for. All recommendations contained in the final geotechnical engineering report shall be implemented by the owner/applicant.</p>	G, I	CD (E)(EWR)	The required Geotechnical Report in this condition is no longer applicable. This condition was added to the project since the original concept for water supply contemplated extending a large diameter water main from the Sacramento River to the FPA. In lieu of the water supply being extended through the various jurisdictions noted in this condition, the water supply provided to the FPA comes from conservation efforts by the City to provide the needed water supply for the FPA. The new water supply proposal was validated in 2014.	Yes
22.	3B.7-1b	<p><i>Incorporate Pipeline Failure Contingency Measures Into Final Pipeline Design.</i></p> <p>Isolation valves or similar devices shall be incorporated into all pipeline facilities to prevent substantial losses of surface water in the event of pipeline rupture, as recommended by a licensed geotechnical or civil engineer. The specifications of the isolation valves shall conform to the California Building Code and American Water Works Association (AWWA) standards.</p>	I	EWR, CD (E)	The improvements plans for all water systems have isolation valves and incorporate design standards that allow the City to isolate portions of the City's water system in the event of failure.	Yes

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
23.		<p>Mine Shaft Remediation The owner/applicant shall locate and remediate all antiquated mine shafts, drifts, open cuts, tunnels, and water conveyance or impoundment structures existing on the project site, with specific recommendations for the sealing, filling, or removal of each that meet all applicable health, safety and engineering standards. Recommendations shall be prepared by an appropriately licensed engineer or geologist. All remedial plans shall be reviewed and approved by the City prior to approval of grading plans.</p>	G	CD (E)	During the course of grading and construction for this subdivision no mine shafts or tunnels were located or discovered.	Yes
24.	3A1-4	<p>Material Storage Areas The owner/applicant shall locate staging and material storage areas as far away from sensitive biological resources and sensitive land uses (e.g., residential areas, schools, parks) as feasible. Staging and material storage areas shall be screened from adjacent occupied land uses in earlier development phases to the maximum extent practicable. Screens may include, but are not limited to, the use of visual barriers such as berms or fences. Staging and material storage areas shall be shown on all grading and/or improvement plans prior to plan approval by the City.</p>	G	CD (P) CD (E) (B)	Staging areas for this subdivision were shown on the approved grading plans and located away from biologically sensitive areas.	Yes
25.		<p>Retaining Walls All retaining walls constructed on the open space lots or in any area visible to the public shall be constructed of rockery or split face masonry block. If the adjoining portion of the Russell Ranch subdivision (located to the south and east of the subject property) has been constructed or is approved to be constructed prior to construction of the Broadstone Estates Subdivision, the materials to be used for the retaining walls for the Broadstone Estates project shall be the same as those used on the Russell Ranch project.</p>	G	CD (P) (E)	The Community Development Department has reviewed and approved the retaining wall material for this subdivision and they are consistent with the adjoining Russell ranch subdivision which is recently been constructed.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
26.	3A 14-1	<p>Traffic and Parking Management Plan</p> <p>Prior to the approval of the grading plan and or construction, the owner/applicant shall prepare a construction traffic and parking management plan to the satisfaction of the City Traffic Engineer and subject to review by any affected agencies, if necessary. The plan shall ensure that acceptable operating conditions on local roadways and freeway facilities are maintained. Measures typically used in traffic control plans include advertising of planned lane closures, warning signage, a flagperson to direct traffic flows when needed, and methods to ensure continued access by emergency vehicles. During project construction, access to existing land uses shall be maintained at all times, with detours used as necessary during road closures. At a minimum, the plan shall include the following:</p> <ul style="list-style-type: none"> • Description of trucks including number and size of trucks per day (i.e., 85 trucks per day), expected arrival/departure times, and truck circulation patterns. • Description of staging area including location, maximum number of trucks simultaneously permitted in staging area, use of traffic control personnel, and specific signage. • Description of street closures and/or bicycle and pedestrian facility closures including duration, advance warning and posted signage, safe and efficient access routes for existing businesses and emergency vehicles, and use of manual traffic control. • Description of driveway access plan including provisions for safe vehicular, pedestrian, and bicycle travel, minimum distance from any open trench, special signage, and private vehicle access. 	G	CD (E), PW	The owner/applicant submitted a joint traffic management plan that was approved by the City Engineer and is on file at the Community Development Department.	Yes

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27.		<p><i>Prepare Traffic Control Plan.</i></p> <p>Prior to construction, a Traffic Control Plan for roadways and intersections affected by construction shall be prepared. The Traffic Control Plan shall designate haul routes and comply with requirements in the encroachment permits issued by the City of Rancho Cordova, Sacramento County, and Caltrans and any other local agencies, including but not limited to the City, if applicable. The Traffic Control Plan to be prepared by the project construction contractor(s) shall, at minimum, include the following measures:</p> <ul style="list-style-type: none"> ▶ Maintaining the maximum amount of travel lane capacity during non-construction periods, possible, and advanced notice to drivers through the provision of construction signage. ▶ Maintaining alternate one-way traffic flow past the lay down area and site access when feasible. ▶ Heavy trucks and other construction transport vehicles shall avoid the busiest commute hours (7 a.m. to 8 a.m. and 5 p.m. to 6 p.m. on weekdays). ▶ A minimum 72-hour advance notice of access restrictions for residents, businesses, and local emergency response agencies. This shall include the identification of alternative routes and detours to enable for the avoidance of the immediate construction zone. ▶ A phone number and community contact for inquiries about the schedule of the construction throughout the construction period. This information will be posted in a local newspaper, via the City’s web site, or at City Hall and will be updated on a monthly basis. 	G	CD (E)	The owner/applicant submitted a joint traffic management plan that was approved by the City Engineer and is on file at the Community Development Department.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
28.		<p><i>Assess Pre-Off-site Water Facilities Roadway Conditions.</i> Prior to construction, the owner/applicant shall be responsible for assessing current road conditions for off-site improvement haul routes including the local access roads and develop post construction road restoration requirements. As part of the encroachment permitting process, an agreement shall be entered into with applicable jurisdictions prior to construction that details post construction road restoration requirements. Staff with Sacramento County or Folsom shall review the post construction restoration standards for each of the affected roadways. The owner/applicant shall perform roadway repairs or rehabilitation as necessary such that post construction requirements are met.</p>	G	CD (E)	<p>The required roadway assessments in this condition are no longer applicable. This condition was added to the project since the original concept for water supply contemplated extending a large diameter water main from the Sacramento River to the FPA. In lieu of the water supply being extended through the various jurisdictions noted in this condition, the water supply provided to the FPA comes from conservation efforts by the City to provide the needed water supply for the FPA. The new water supply proposal was validated in 2014.</p>	Yes

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29.	3A.2-4a 3A.2-4b	<p><i>Develop and Implement a Plan to Reduce Exposure of Sensitive Receptors to Construction-Generated Toxic Air Contaminant Emissions.</i></p> <p>The owner/applicant(s) shall develop a plan to reduce the exposure of sensitive receptors to TACs generated by project construction activity. Each plan shall be developed by the owner/applicant(s) in consultation with SMAQMD. The plan shall be submitted to the City for review and approval before the approval of any grading plans.</p> <p>The plan may include such measures as scheduling activities when the residences are the least likely to be occupied, requiring equipment to be shut off when not in use, and prohibiting heavy trucks from idling for more than 3 minutes. Applicable measures shall be included in all project plans and specifications for all project phases.</p> <p>Signs shall be posted at all truck loading areas which indicate that diesel-powered trucks must be shut off when not in use for longer than 3 minutes on the premises in order to reduce idling emissions.</p> <p>The implementation and enforcement of all measures identified in each plan shall be funded by the owner/applicant for the respective phase of development.</p>	G	CD (E) SMAQMD	<p>The owner/applicant is required to submit a monthly equipment usage report to the Sacramento Metropolitan Air Quality Management District (SMAQMD). Copies of the monthly reports are available upon request from the City.</p> <p>The Solid Waste Diversion and Recycling was not required as the Off-site Water Facilities do not include the construction of the Off Site Water Facilities in Rancho Cordova and unincorporated areas of Sacramento County.</p>	Yes

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30.	3B.2-3b	<p><i>Conduct Project-Level Diesel Particulate Matter (DPM) Screening and Implement Measures to Reduce Annual DPM to Acceptable Concentrations.</i></p> <p>Screening-level DPM assessments shall be conducted for diesel-powered pump operations proposed within 200 feet of residences or other sensitive receptors. These analyses should include exact distances between the receptors and operations, and include the actual DPM emissions for the engines proposed. If the analysis shows an annual average DPM concentration from project operations at residences within 200 feet of the DPM source to be greater than 0.024 µg/m³, the engine location shall be moved to a location where the annual average DPM concentration from project emissions at the residences is less than 0.024 µg/m³. The acceptable concentration of 0.024 µg/m³ was determined using the current OEHHA cancer potency factor and methodology for diesel exhaust (OEHHA 2003). If diesel exhaust concentrations at the affected receptor would be below 0.024 µg/m³, then the cancer health risk would be less than 9.9 cancers in a million population.</p>	G	CD (E)(P)	The development of this subdivision has been conducted where there are no existing residences within 200 feet of any of the construction related activity. Therefore the study required for this condition was not required.	Yes

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31.	3B 4-1a	<p><i>Implement Greenhouse Gas Reduction Measures during Construction.</i></p> <p>Prior to approval of a grading permit, the owner/applicant(s) shall stipulate that these measures be implemented within the project notes.</p> <p>1) Construction vehicles and equipment will be properly maintained at all times in accordance with manufacturer’s specifications, including proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction and demolition activities and subject to inspection by the Sacramento Metropolitan Air Quality Management District (SMAQMD).</p> <p>2) Operators will turn off all construction vehicles and equipment and all delivery vehicles when not in use, and not allow idling for more than 3 minutes or for such other more restrictive time as may be required in law or regulation.</p> <p>3) On-site construction vehicles and equipment will use Air Resources Board (ARB)-certified biodiesel fuel if available (a minimum of B20, or 20 percent of biodiesel) except for those with warranties that would be voided if B20 biodiesel fuel were used. Prior to issuance of grading or demolition permits, the contractor shall provide documentation to the City that verifies whether any equipment is exempt; that a biodiesel supply has been secured; and that the construction contractor is aware that the use of biodiesel is required.</p> <p>4) A Solid Waste Diversion and Recycling Plan (or such other documentation to the satisfaction of the City) shall be in place that demonstrates the diversion from landfills and recycling of all nonhazardous, salvageable and re-useable wood, metal, plastic and paper products during construction and demolition activities. The Plan or other documentation shall include the name of the waste hauler, their assumed destination for all waste and recycled materials, and the procedures that will be followed to ensure implementation of this measure.</p>	G	CDD(E), (P)	The owner/applicant has included several approved recommendations from the SMAQMD for implementation during construction. See Condition #39 for a more detailed list of construction implementation measures.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
31. cont.		<p>For those areas that would be disturbed as part of the U.S. 50 interchange improvements, it is anticipated that Caltrans would coordinate with the development and implementation of the overall project SWPPP, or develop and implement its own SWPPP specific to the interchange improvements, to ensure that water quality degradation would be avoided or minimized to the maximum extent practicable.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries shall be coordinated by the owner/applicant of each applicable project phase with El Dorado County and Caltrans.</p>				
32.	3A 4-1	<p><i>Implement Additional Measures to Control Construction-Generated Greenhouse Gas Emissions</i></p> <p>Prior to approval of a grading permit, the owner/applicant(s) shall obtain the most current list of greenhouse gas reduction measures that are recommended by Sacramento Metropolitan Air Quality Management District (SMAQMD) and stipulate how those measures be implemented within the project notes. The owner/ applicant(s) may submit to the City and SMAQMD a report that substantiates why specific measures are considered infeasible for construction of that particular development phase and/or at that point in time. The report, including the substantiation for not implementing particular greenhouse gas reduction measures, shall be approved by the City, in consultation with SMAQMD prior to approval of a grading permit. In addition to SMAQMD-recommended measures, construction activity shall comply with all applicable rules and regulations established by SMAQMD and California Air Resources Board.</p>	G	CD (E)(P) SMAQMD CARB	The owner/applicant has included several approved recommendations from the SMAQMD for implementation during construction. See Condition #39 for a more detailed list of construction implementation measures.	Yes

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33.	3A.2-1g	<p><i>Pay Off-site Mitigation Fee to SMAQMD to Off-Set NOX Emissions Generated by Construction of Off-site Elements.</i></p> <p>The off-site elements could result in construction-generated NOX emissions that exceed the SMAQMD threshold of significance, even after implementation of the SMAQMD Enhanced Exhaust Control Practices (listed in Mitigation Measure 3A.2-1a). Therefore, the owner/applicant shall pay SMAQMD an off-site mitigation fee for implementation of each off-site element in for the purpose of reducing NOX emissions to a less-than-significant level (i.e., less than 85 lb/day).</p> <p>The specific fee amounts shall be calculated when the daily construction emissions can be more accurately determined. Calculation of fees associated with each off-site element shall be conducted by the owner/applicant in consultation with SMAQMD staff before the approval of respective grading plans. The calculation of daily NOX emissions shall be based on the cost rate established by SMAQMD at the time the calculation and payment are made. Because the fee is based on the mass quantity of emissions that exceed SMAQMD’s daily threshold of significance of 85 lb/day, total fees for construction of the off-site improvements would vary according to the timing and potential overlap of construction schedules for off-site elements.</p> <p>Mitigation for the off-site improvements outside of the City of Folsom’s jurisdictional boundaries shall be developed by the owner/applicant of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., Sacramento County or Caltrans).</p>	G	CD (E)(P) SMAQMD	The required NOX emission fees in this condition are no longer applicable. This condition was added to the project since the original concept for water supply contemplated extending a large diameter water main from the Sacramento River to the FPA. In lieu of the water supply being extended through the various jurisdictions noted in this condition, the water supply provided to the FPA comes from conservation efforts by the City to provide the needed water supply for the FPA. The new water supply proposal was validated in 2014.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
34.	3B.2-1a	<p><i>Develop and Implement a Construction NOX Reduction Plan.</i></p> <p>Consistent with SMAQMD requirements, the owner/applicant shall provide a plan for demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction.</p> <p>Prior to construction, the owner/applicant's contractor shall submit to the SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted quarterly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the owner/applicant shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman.</p>	G,I	SMAQMD	<p>The owner/applicant provided the comprehensive equipment list to SMAQMD prior to commencement of grading and SMAQMD approved the DMP for this subdivision. Additionally, monthly equipment usage and emissions were reported to the Sacramento Metropolitan Air Quality Management District. Dust control best management practices were implemented to control fugitive dust and offsite track out material.</p>	Yes
35.	3B.2-1b	<p><i>Conduct Visible Emissions Testing and if Non-Compliance, Repair Equipment Immediately.</i></p> <p>The owner/applicant shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40% opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least monthly, and a quarterly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey.</p>	G,I	CD (E)(P) SMAQMD	<p>The owner/ applicant has provided continuous monitoring of construction equipment during the course of construction. General notes have been included on the approved grading plans for the subdivision and compliance is monitored through construction inspection by the City.</p>	Yes

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36	3A 2-2	<p><i>Folsom Plan Area Specific Plan Air Quality Mitigation Plan</i></p> <p>The owner/applicant shall implement all applicable measures in the Sacramento Metropolitan Air Quality Management District approved Folsom Plan Area Specific Plan Air Quality Mitigation Plan.</p>	G, I, B	Sacramento Metropolitan Air Quality Management District CD (E) (P)	The owner/applicant has complied with all applicable air quality mitigation measures included in the Air Quality Mitigation Plan. Compliance is monitored through construction inspection by the City.	Yes
37	3A2-5	<p><i>Naturally Occurring Asbestos</i></p> <p>Prior to the commencement of any site-disturbing activities, the owner/applicant shall demonstrate to the satisfaction of the Sacramento Metropolitan Air Quality Management District that Naturally Occurring Asbestos does not exist on site. To demonstrate the owner/applicant shall obtain the services of a California Certified Geologist to conduct a thorough site investigation of the development area per the protocol outlined in the California Geological Survey Special Report 124 to determine whether and where Naturally Occurring Asbestos is present in the soil and rock on the project site and/or areas that would be disturbed by the project. The site investigation shall include the collection of three soil and rock samples per acre to be analyzed via the California Air Resources Board 435 Method, or other acceptable method agreed upon by Sacramento Metropolitan Air Quality Management District and the City. If the investigation determines that Naturally Occurring Asbestos is not present on the project site, then the owner/applicant shall submit a Geologic Exemption to Sacramento Metropolitan Air Quality Management District as allowed under Title 17, Section 93105, Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining (Asbestos ATCM). The owner/applicant shall submit proof of compliance with the above to the Community Development Department for review and approval prior to the commencement of any site-disturbing activities.</p> <p>If the site investigation determines that Naturally Occurring Asbestos is present on the project site, or alternatively if the owner/applicant elects to assume presence of trace Naturally Occurring Asbestos, then, prior to commencement of any ground disturbance activity, the owner/applicant shall submit to the Sacramento Metropolitan Air Quality Management District for review and approval an Asbestos Dust Mitigation Plan, including, but not limited to, control measures required by the Asbestos ATCM, such as vehicle speed limitations, application of water prior to and during ground</p>	G	Sacramento Metropolitan Air Quality Management District CD (E) (P)	The owner/applicant has assumed the presence of NOA and implemented an Asbestos Dust Mitigation Plan during construction. The Mitigation Plan has been reviewed and approved by the SMAQMD prior to the issuance of a grading permit. On-site inspection and monitoring has been conducted to ensure compliance with these measures.	Yes

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37. cont.		<p>disturbance, keeping storage piles wet or covered, and track-out prevention and removal.</p> <p>The owner/applicant shall submit proof of compliance with the above to the Community Development Department for review and approval prior to the commencement of any site-disturbing activities. Upon approval of the Asbestos Dust Control Plan by the Sacramento Metropolitan Air Quality Management District, the owner/applicant shall ensure that construction contractors implement the terms of the plan throughout the construction period. If Naturally Occurring Asbestos is determined to be located on the surface of the project site, all surface soil containing Naturally Occurring Asbestos shall be replaced with clean soil or capped with another material (e.g., cinder or rubber), subject to review and approval by the City Engineer.</p>				
38.	3A 2-1h	<p>Analyze and Disclose Projected PM10 Emission Concentrations at Nearby Sensitive Receptors Resulting from Construction of Off-site Elements.</p> <p>Prior to construction of any improvements that would involve site grading or earth disturbance activity that would exceed 15 acres in one day, the responsible agency or its selected consultant shall conduct detailed dispersion modeling of construction-generated PM10 emissions pursuant to Sacramento Metropolitan Air Quality Management District guidance that is in place at the time the analysis is performed.</p>	G	<p>Sacramento Metropolitan Air Quality Management District</p> <p>Caltrans</p> <p>Sacramento County</p> <p>CD (E) (P)</p>	<p>The required analysis in this condition is no longer applicable. This condition was added to the project since the original concept for water supply contemplated extending a large diameter water main from the Sacramento River to the FPA. In lieu of the water supply being extended through the various jurisdictions noted in this condition, the water supply provided to the FPA comes from conservation efforts by the City to provide the needed water supply for the FPA. The new water supply proposal was validated in 2014.</p>	Yes

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38 cont.		<p>Sacramento Metropolitan Air Quality Management District emphasizes that PM10 emission concentrations at nearby sensitive receptors be disclosed in project-level CEQA analysis. Each project-level analysis shall incorporate detailed parameters of the construction equipment and activities, including the year during which construction would be performed, as well as the proximity of potentially affected receptors, including receptors proposed by the project that exist at the time the construction activity would occur. If the modeling analysis determines that construction activity would result in an exceedance or substantial contribution to the California Ambient Air Quality Standards and National Ambient Air Quality Standards at a nearby receptor, then the owner/applicant shall require their respective contractors to implement additional measures for controlling construction-generated PM10 exhaust emission and fugitive PM10 dust emissions in accordance with Sacramento Metropolitan Air Quality Management District guidance, requirements, and/or rules that apply at the time the project-level analysis is performed. It is likely that these measures would be the same or similar to those listed as Enhanced Fugitive PM Dust Control Practices for Soil Disturbance Areas and Unpaved Roads and Enhanced Exhaust Control Practices. Dispersion modeling is not required for the two El Dorado County roadway connections because the total amount of disturbed acreage is expected to be less than the EDCAQMD screening level of 12 acres.</p> <p>Mitigation for the any construction outside of the City of Folsom’s jurisdictional boundaries shall be developed by the owner/applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., Sacramento County or Caltrans).</p>				

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39.	<p><i>3A 2-1a</i> <i>3A 2-1d</i> <i>3A 2-1f</i></p>	<p><i>Basic Construction Emission Control Practices</i></p> <p>The owner/applicant shall implement Sacramento Metropolitan Air Quality Management District’s list of Basic Construction Emission Control Practices, Enhanced Fugitive Particulate Matter Dust Control Practices (listed below), and Enhanced Exhaust Control Practices or whatever mitigation measures are recommended by Sacramento Metropolitan Air Quality Management District at the time individual portions of the site undergo construction. In addition to Sacramento Metropolitan Air Quality Management District –recommended measures, construction operations shall comply with all applicable Sacramento Metropolitan Air Quality Management District rules and regulations.</p> <p>The following shall be noted on Grading Plans and building construction plans:</p> <p>Basic Construction Emission Control Practices</p> <ul style="list-style-type: none"> Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. The owner/applicant shall not be permitted to use potable water from the City of Folsom water system for grading and/or construction while the City is in a stage 3 (water warning), stage 4 (water crisis), or stage 5 (water emergency) conservation stage as determined by the City and in conformance with Chapter 13.26 Water Conservation of the Folsom Municipal Code (FMC). The City may prohibit the use of potable water for grading and/or construction purposes on the project in its sole discretion regardless of the Water Conservation Stage. Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways shall be covered. 	G, I, B	<p>Sacramento Metropolitan Air Quality Management District</p> <p>CD (E) (P)</p>	<p>The grading and improvement plans for this subdivision included the applicable notes. Additionally, monthly equipment usage and emissions were reported to the Sacramento Metropolitan Air Quality Management District. Dust control best management practices were implemented to control fugitive dust and offsite track out material.</p>	Yes

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39 cont.	3A 2-1a 3A 2-1d 3A 2-1f	<p>Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.</p> <ul style="list-style-type: none"> • Limit vehicle speeds on unpaved roads to 15 miles per hour (mph). • All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building foundations shall be laid as soon as possible after grading unless seeding or soil binders are used. • Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site. • Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment shall be checked by a certified mechanic and determine to be running in proper condition before it is operated. <p>Enhanced Fugitive Particulate Matter Dust Control Practices – Soil Disturbance Areas</p> <ul style="list-style-type: none"> • Water exposed soil with adequate frequency for continued moist soil. However, do not overwater to the extent that sediment flows off the site. • Suspend excavation, grading, and/or demolition activity when wind speeds exceed 20 mph. • Install wind breaks (e.g., plant trees, solid fencing) on windward side(s) of construction areas. • Plant vegetative ground cover (fast-germinating native grass seed) in disturbed areas as soon as possible. Water appropriately until vegetation is established. 	G, I, B	Sacramento Metropolitan Air Quality Management District CD (E) (P)		

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
39 cont.	3A 2-1a 3A 2-1d 3A 2-1f	<p>Enhanced Fugitive Particulate Matter Dust Control Practices – Unpaved Roads</p> <ul style="list-style-type: none"> • Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site. • Treat site accesses to a distance of 100 feet from the paved road with a 6 to 12-inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads. • Post a publicly visible sign with the telephone number and person to contact at the construction site regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of Sacramento Metropolitan Air Quality Management District and the City contact person shall also be posted to ensure compliance. <p>Enhanced Exhaust Control Practices</p> <p>The owner/applicant shall provide a plan, for approval by the City of Folsom Community Development Department and Sacramento Metropolitan Air Quality Management District , demonstrating that the heavy-duty (50 horsepower [hp] or more) offroad vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction and 45% particulate reduction compared to the most current California Air Resources Board (ARB) fleet average that exists at the time of construction. Acceptable options for reducing emissions may include use of late-model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.</p>	G, I, B	Sacramento Metropolitan Air Quality Management District CD (E) (P)		

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
39 cont.	3A 2-1a 3A 2-1d 3A 2-1f	<p>The owner/applicant shall submit to the City of Folsom Community Development Department and Sacramento Metropolitan Air Quality Management District a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 hp, that would be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of heavy-duty off-road equipment, the project representative shall provide Sacramento Metropolitan Air Quality Management District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman.</p> <p>Sacramento Metropolitan Air Quality Management District’s Construction Mitigation Calculator can be used to identify an equipment fleet that achieves this reduction (Sacramento Metropolitan Air Quality Management District 2007a). The project shall ensure that emissions from all off-road diesel powered equipment used within the project area do not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and Sacramento Metropolitan Air Quality Management District shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. Sacramento Metropolitan Air Quality Management District staff and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this mitigation measure shall supersede other Sacramento Metropolitan Air Quality Management District or state rules or regulations.</p>	G, I, B	Sacramento Metropolitan Air Quality Management District CD (E) (P)		

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39 cont.	3A 2-1a 3A 2-1d 3A 2-1f•	If at the time of grading and/or construction, Sacramento Metropolitan Air Quality Management District has adopted a regulation or new guidance applicable to construction emissions, compliance with the regulation or new guidance may completely or partially replace this mitigation if it is equal to or more effective than the mitigation contained herein, and if Sacramento Metropolitan Air Quality Management District so permits. Such a determination shall be supported by a project-level analysis and be approved by Sacramento Metropolitan Air Quality Management District.	G, I, B	Sacramento Metropolitan Air Quality Management District CD (E) (P)		
40.	3B.2-1c	<i>Implement Fugitive Dust Control Measures and a Particulate Matter Monitoring Program during Construction.</i> The owner/applicant shall implement fugitive dust control measures and a particulate matter monitoring program during construction. The owner/applicant shall ensure implementation of dust control measures and a particulate matter monitoring program during each phase of construction. Dust control measures may include, but are not limited to, the following: <ul style="list-style-type: none"> ▶ minimize on-site construction vehicle speeds on unpaved surfaces; ▶ post speed limits; ▶ suspend grading operations when wind speeds exceed 20 m.p.h. ▶ pave, water, use gravel, cover, or spray a dust-control agent on all haul roads; ▶ Prohibit no open burning of vegetation during project construction; ▶ Chip or deliver vegetative material to waste-to-energy facilities; ▶ reestablish vegetation as soon as possible after construction and maintain vegetation consistent with the parameters established in Condition 39; ▶ clean earthmoving construction equipment with water once daily and clean all haul trucks leaving the site; and ▶ water and keep moist exposed earth surfaces, graded areas, storage piles, and haul roads as needed to prevent fugitive dust. 	G,I	CD (E)(P)	The owner/ applicant has provided continuous monitoring of construction equipment and fugitive dust during the course of construction. General notes have been included on the approved grading plans for the subdivision and compliance is monitored through construction inspection by the City.	Yes

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41.		Minimum Pad Elevations for Noise Attenuation The elevation of all building pads shall be no less than those shown on the preliminary grading and drainage plan dated March 9, 2017.	G,I	CD (E) (P)	The Community Development Department has reviewed and approved the grading plans to verify that all proposed building pad elevations in the subdivision are in compliance with the preliminary grading and drainage plan.	Yes
42.	3B.2-3a	Locate Pump Stations Away from Sensitive Receptors. New pumping stations including back-up diesel generators shall be located more than 200 feet away from sensitive receptors. Electrically-powered pumps shall be used to power new pumps, to the extent practicable.	I	CD (E)	There are no proposed pump stations within 200 feet of any sensitive receptor in this subdivision.	Yes
43.	3B.11-1a	Limit Construction Hours. Construction activities shall be limited to daylight hours between 7 a.m. and 7 p.m. Monday through Friday, and 9 a.m. and 5 p.m. on Saturday. No construction shall be allowed on Sundays or holidays.	I	CD (E), PW	The owner/applicant has included these practices and rules in the grading and improvement plans. A general note is included on the approved grading and infrastructure plans for this subdivision which addresses this condition. Compliance will be monitored through construction inspection.	Yes

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44.	3B.11-1b	<i>Minimize Noise from Construction Equipment and Staging.</i> Construction equipment noise shall be minimized during project construction by muffling and shielding intakes and exhaust on construction equipment (per the manufacturer's specifications) and by shrouding or shielding impact tools, where used. The City's construction specifications shall also require that the contractor select staging areas as far as feasibly possible from sensitive receptors.	G,I	CD (E), PW	The owner/applicant has included these practices and rules in the grading and improvement plans. A general note is included on the approved grading and infrastructure plans for this subdivision which addresses this condition. Compliance will be monitored through construction inspection.	Yes
45.	3B.11-1c	<i>Maximize the Use of Noise Barriers.</i> Construction contractors shall locate fixed construction equipment (such as compressors and generators) and construction staging areas as far as possible from nearby residences. If feasible, noise barriers shall be used at the construction site and staging area. Temporary walls, stockpiles of excavated materials, or moveable sound barrier curtains would be appropriate in instances where construction noise would exceed 90 dBA and occur within less than 50 feet from a sensitive receptor. The final selection of noise barriers will be subject to the City's approval and shall provide a minimum 10 dBA reduction in construction noise levels.	G,I	CD (E)(P)	The Community Development Department has reviewed and approved the grading plans for this subdivision that includes all of the required masonry noise barriers. The noise barriers are in compliance with the subdivision approved noise analysis	Yes
46.	3B.11-1d	<i>Prohibit Non-Essential Noise Sources During Construction.</i> No amplified sources (e.g., stereo "boom boxes") shall be used in the vicinity of residences during project construction.	G,I,B	CD (E)(P)	A general note is included on the approved grading and infrastructure plans for this subdivision which addresses this condition. Compliance will be monitored through construction inspection.	Yes

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47.	3B.11-1e	Monitor Construction Noise and Provide a Mechanism for Filing Noise Complaints. The owner/applicant shall provide an on-site complaint and enforcement manager that shall track and respond to noise complaints during grading and construction. The City shall also provide a mechanism for residents, businesses, and agencies to register complaints with the City if construction noise levels are overly intrusive or construction occurs outside the required hours.	G,I	CD (E)(P)	The grading contractor for this subdivision has been on-site throughout the course of grading for this subdivision to verify compliance with this condition. Compliance by the City has been performed through construction inspection.	Yes
48.	3A 11-1 3B1-3a	Implement Noise-Reducing Construction Practices, Prepare and Implement a Noise Control Plan, and Monitor and Record Construction Noise near Sensitive Receptors. The owner/applicant shall prepare and implement a construction noise management plan. This plan shall identify specific measures to ensure compliance with the noise control measures specified below. The noise control plan shall be submitted to the City of Folsom before any noise-generating construction activity begins and shall be noted on Grading Plans and building construction plans. Grading and construction shall not commence until the construction noise management plan is approved by the City of Folsom. <ul style="list-style-type: none"> • Noise-generating construction operations shall be limited to the hours between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 5 p.m. on Saturdays. No construction is allowed on Sundays. These hours may be expanded to include Saturday and Sunday between 8 a.m. and 6 p.m. provided there are no sensitive receptors within 1500 feet, subject to the sole discretion of the city. • All construction equipment and equipment staging areas (including rock crushing operations) shall be located as far as possible from nearby noise-sensitive land uses. • All construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation. • All motorized construction equipment shall be shut down when not in use to prevent idling. • Individual operations and techniques shall be replaced with quieter procedures (e.g., using welding instead of riveting, mixing concrete off- site instead of on-site). 	G, I, B	CD (P) CD (E) (B)	A general note is included on the approved grading and infrastructure plans for this subdivision which addresses this condition. Compliance will be monitored through construction inspection.	Yes

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48. cont.		<ul style="list-style-type: none"> • Noise-reducing enclosures shall be used around stationary noise-generating equipment (e.g., compressors and generators) as planned phases are built out and future noise sensitive receptors are located within close proximity to future construction activities. • Written notification of construction activities shall be provided to all noise-sensitive receptors located within 850 feet of construction activities. Notification shall include anticipated dates and hours during which construction activities are anticipated to occur and contact information, including a daytime telephone number, for the project representative to be contacted in the event that noise levels are deemed excessive. Recommendations to assist noise-sensitive land uses in reducing interior noise levels (e.g., closing windows and doors) shall also be included in the notification. • To the extent feasible, acoustic barriers (e.g., lead curtains, sound barriers) shall be constructed to reduce construction-generated noise levels at affected noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment. When installed properly, acoustic barriers can reduce construction noise levels by approximately 8–10 dB (EPA 1971). • When future noise sensitive uses are within close proximity to prolonged construction noise, noise-attenuating buffers such as structures, truck trailers, or soil piles shall be located between noise sources and future residences to shield sensitive receptors from construction noise. 				
49.	3B.16-3a	<p>Minimize Utility Conflicts by Implementing an Underground Services Alert. Underground utilities and service connections shall be identified prior to commencing any excavation work through the implementation of an Underground Services Alert (USA). The exact utility locations will be determined by hand-excavated test pits dug at locations determined and approved by the construction manager (also referred to as “pot-holing”). Temporary disruption of service may be required to allow for construction. No service on such lines would be disrupted until prior approval is received from the construction manager and the service provider.</p>	G	CD (E)(P) Underground Services Alert	A general note is included on the approved grading and infrastructure plans for this subdivision which addresses this condition. Compliance will be monitored through construction inspection.	Yes

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50.		<p><i>Grading in Utility Easement</i> The owner/applicant shall obtain a consent agreement, letter of waiver and/or an encroachment permit from Pacific Gas and Electric, SMUD, WAPA, etc. for any proposed grading and/or construction in any existing tower line and/or underground facility easement. The owner/applicant shall provide the approved consent agreement, letter of waiver and/or encroachment permit to the City prior to approval of any grading and/or improvement plans.</p>	G	CD (E)	The owner/applicant has obtained all required utility easements for the development of this subdivision. The overhead power line through this subdivision has since been placed underground and no additional permits are required.	Yes
51.	3A-7.3	<p><i>Prepare and Implement the Appropriate Grading and Erosion Control Plan.</i> Prior to issuance of a grading permit, the owner/applicant shall retain a California Registered Civil Engineer to prepare a grading and erosion and sedimentation control plan. The grading and erosion and sedimentation control plan shall be submitted to the Community Development Department prior to issuance of a grading permit. The plan shall be consistent with the City's Grading Ordinance, where applicable, the state's NPDES permit, the FPASP preliminary grading plans and shall include the site-specific grading associated with development for all project phases.</p> <p>The plans referenced above shall include the location, implementation schedule, and maintenance schedule of all erosion and sediment control measures, a description of measures designed to control dust and stabilize the construction-site road and entrance, and a description of the location and methods of storage and disposal of construction materials. Erosion and sediment control measures could include the use of temporary detention basins, berms, swales, wattles, and silt fencing, and covering or watering of stockpiled soils to reduce wind erosion. Stabilization on steep slopes could include construction of retaining walls and reseeded with vegetation after construction. Stabilization of construction entrances to minimize trackout (control dust) is commonly achieved by installing filter fabric and crushed rock to a depth of approximately 1 foot.</p> <p>The owner/applicant(s) shall ensure that the construction contractor is responsible for securing a source for transportation and deposition of excavated materials.</p>	G	CD (E)	The owner/applicant has prepared an erosion and sedimentation control plan which has been approved by the City. A copy is available from the Community Development Department.	Yes

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52.	3A7-3	<i>Erosion Control Plan</i> Prior to the approval of the final facilities design, commencement of grading and/or construction activities, the owner/applicant shall submit an erosion control plan to the City for review and approval. The plan shall identify protective measures to be taken during excavation, temporary stockpiling, any reuse or disposal, and revegetation. Specific techniques may be based upon geotechnical reports, the <u>Erosion and Sediment Control Handbook</u> of the State of California Department of Conservation, and shall comply with all updated City standards.	G	CD (E)	The owner/applicant has prepared an erosion and sedimentation control plan in compliance with this mitigation measure and a copy is available from the Community Development Department.	Yes
53.	3A7-3	<i>Erosion and sedimentation control measures</i> Erosion and sedimentation control measures shall be incorporated into all grading and/or construction plans. These measures shall conform to the City of Folsom requirements and the County of Sacramento <u>Erosion and Sedimentation Control Standards and Specifications</u> -current edition and as directed by the Community Development Department.	G	CD (E)	The owner/applicant has prepared an erosion and sedimentation control plan in compliance with this mitigation measure and a copy is available from the Community Development Department.	Yes

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54.	3A 9-1	<p><i>Acquire Appropriate Regulatory Permits and Prepare and Implement Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs).</i></p> <p>The owner/applicant of the project disturbing one or more acres (including phased construction of smaller areas which are part of a larger project) shall obtain coverage under the State Water Resources Control Board’s National Pollution Discharge Elimination System stormwater permit for general construction activity (Order 2009-0009-DWQ), including preparation and submittal of a project-specific Storm Water Pollution Prevention Plan at the time the Notice of Intent is filed. The Storm Water Pollution Prevention Plan and other appropriate plans shall identify and specify:</p> <ul style="list-style-type: none"> o the use of an effective combination of robust erosion and sediment control BMPs and construction techniques accepted by the local jurisdictions for use in the project area at the time of construction, that shall reduce the potential for runoff and the release, mobilization, and exposure of pollutants, including legacy sources of mercury from project-related construction sites. These may include but would not be limited to temporary erosion control and soil stabilization measures, sedimentation ponds, inlet protection, perforated riser pipes, check dams, and silt fences • the implementation of approved local plans, non-stormwater management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities; • the pollutants that are likely to be used during construction that could be present in stormwater drainage and nonstormwater discharges, including fuels, lubricants, and other types of materials used for equipment operation; • spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills; 	G	CD (E)	The owner/applicant obtained a NPDES Stormwater Permit and prepared a project specific Storm Water Pollution Prevention Plan (SWPPP). The SWPPP includes Best Management Practices (BMP’s) including but not limited to slope stabilization, inlet protections, sedimentation ponds and silt fencing. The SWPPP was provided to the City prior to grading.	Yes

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54. cont.		<ul style="list-style-type: none"> • personnel training requirements and procedures that shall be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the Storm Water Pollution Prevention Plan; and • the appropriate personnel responsible for supervisory duties related to implementation of the Storm Water Pollution Prevention Plan. <p>Where applicable, Best Management Practices identified in the Storm Water Pollution Prevention Plan shall be in place throughout all site work and construction/demolition activities and shall be used in all subsequent site development activities. Best Management Practices may include, but are not limited to, such measures as those listed below:</p> <ul style="list-style-type: none"> • Implementing temporary erosion and sediment control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances, in compliance with state and local standards in effect at the time of construction. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, sandbag dikes, and temporary vegetation. • Establishing permanent vegetative cover to reduce erosion in areas disturbed by construction by slowing runoff velocities, trapping sediment, and enhancing filtration and transpiration. • Using drainage swales, ditches, and earth dikes to control erosion and runoff by conveying surface runoff down sloping land, intercepting and diverting runoff to a watercourse or channel, preventing sheet flow over sloped surfaces, preventing runoff accumulation at the base of a grade, and avoiding flood damage along roadways and facility infrastructure. <p>A copy of the approved Storm Water Pollution Prevention Plan shall be maintained and available at all times on the construction site.</p>	G	CD (E)		

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55.	3A-9.2	<p><i>Prepare and Submit Final Drainage Plans and Implement Requirements Contained in Those Plans.</i></p> <p>The owner/applicant shall submit a final drainage plan to the City demonstrating that off-site upstream runoff will be appropriately conveyed through the Folsom Plan Area, and that project-related on-site runoff will be appropriately conveyed and contained in detention basins or managed through other improvements (e.g., source controls, biotechnical stream stabilization) to reduce flooding and hydromodification impacts and provide water quality treatment.</p> <p>The plans shall include, but not be limited to, the following items:</p> <ul style="list-style-type: none"> • a drainage swale, located at the base of the noise berm, shall be included to prevent sheet flow from the berm flowing onto the Class 1 bike trail. Inlets and under drains shall be included as necessary. • an accurate calculation of pre-project and post-project runoff scenarios, obtained using appropriate engineering methods, that accurately evaluates potential changes to runoff, including increased surface runoff; • runoff calculations for the 10-year and 100-year (0.01 AEP) storm events (and other, smaller storm events as required) shall be performed and the trunk drainage pipeline sizes confirmed based on alignments and detention facility locations finalized in the design phase; • a description of the proposed maintenance program for the on-site drainage system; • project-specific standards for installing drainage systems; • City flood control design requirements and measures designed to comply with them; <p>Implementation of stormwater management BMPs that avoid increases in the erosive force of flows beyond a specific range of conditions needed to limit hydromodification and maintain current stream geomorphology. These Best Management Practices will be designed and constructed in accordance with the forthcoming Stormwater Quality Partnership Hydromodification Management Plan (to be adopted by the Regional Water Quality Control Board) and may include, but are not limited to, the following:</p>	G, I	CD (E)	<p>The owner/applicant provided a preliminary drainage plan at the time of Tentative Map approval. A revised analysis was provided prior to the issuance of a grading permit. The revised analysis was reviewed by the City's Consultant (Mead & Hunt) to ensure that that the proposed drainage system was consistent with Mitigation Measure 3A-9.2. The improvement plans for this subdivision and the supporting backbone improvements contain detention basins, control structures and ditch systems in accordance with the Stormwater Quality Partnership Hydromodification Management Plan and in compliance with the FPA-Storm Drain Master Plan.</p>	Yes

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55 cont.	3A-9.2	<ul style="list-style-type: none"> i. Use of Low Impact Development (LID) techniques to limit increases in stormwater runoff at the point of origination (these may include, but are not limited to: surface swales; replacement of conventional impervious surfaces with pervious surfaces [e.g., porous pavement]; impervious surfaces disconnection; and trees planted to intercept stormwater); ii. Enlarged detention basins to minimize flow changes and changes to flow duration characteristics; iii. Bioengineered stream stabilization to minimize bank erosion, utilizing vegetative and rock stabilization, and inset floodplain restoration features that provide for enhancement of riparian habitat and maintenance of natural hydrologic and channel to floodplain interactions; iv. Minimize slope differences between any stormwater or detention facility outfall channel with the existing receiving channel gradient to reduce flow velocity; and v. Minimize to the extent possible detention basin, bridge embankment, and other encroachments into the channel and floodplain corridor, and utilize open bottom box culverts to allow sediment passage on smaller drainage courses. <p>The final drainage plan shall demonstrate to the satisfaction of the City of Folsom Community Development and Public Works Departments that 100-year (0.01 AEP) flood flows would be appropriately channeled and contained, such that the risk to people or damage to structures within or down gradient of the Folsom Plan Area would not occur, and that hydromodification would not be increased from pre-development levels such that existing stream geomorphology would be changed (the range of conditions should be calculated for each receiving water if feasible, or a conservative estimate should be used, e.g., an Ep of 1 ±10% or other as approved by the Sacramento Stormwater Quality Partnership and/or City of Folsom).</p>	G	CD (E), PW		

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56.		<p><i>Develop and Implement a BMP and Water Quality Maintenance Plan.</i> A detailed BMP and water quality maintenance plan shall be prepared by a qualified engineer retained by the owner/applicant(s) for the project. The plan shall finalize the water quality improvements and further detail the structural and nonstructural BMPs proposed for the project. The plan shall include the elements described below.</p> <ul style="list-style-type: none"> • A quantitative hydrologic and water quality analysis of proposed conditions incorporating the proposed drainage design features. • Predevelopment and post development calculations demonstrating that the proposed water quality BMPs meet or exceed requirements established by the City of Folsom and including details regarding the size, geometry, and functional timing of storage and release pursuant to the latest edition of the “Stormwater Quality Design Manual for Sacramento and South Placer Regions” (the City’s MS4NPDES permit, page 46) and El Dorado County’s NPDES SWMP (County of El Dorado 2004). • Source control programs to control water quality pollutants within the project, which may include but are not limited to recycling, street sweeping, storm drain cleaning, household hazardous waste collection, waste minimization, prevention of spills and illegal dumping, and effective management of public trash collection areas. • A pond management component for the proposed basins that shall include management and maintenance requirements for the design features and BMPs, and responsible parties for maintenance and funding. • LID control measures shall be integrated into the BMP and water quality maintenance plan. These may include, but are not limited to: <ul style="list-style-type: none"> • surface swales; • replacement of conventional impervious surfaces with pervious surfaces (e.g., porous pavement); • impervious surfaces disconnection; and • trees planted to intercept stormwater. 	G	CD (E)	The Owner/Applicant is in compliance with the Storm Water Pollution Prevention Plan (SWPPP) for the subdivision. General notes have been included on the approved grading and public infrastructure plans to address this condition. Compliance has been monitored through construction inspection.	Yes

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56. cont.		<ul style="list-style-type: none"> New stormwater facilities shall be placed along the natural drainage courses within the project to the extent practicable so as to mimic the natural drainage patterns. The reduction in runoff as a result of the LID configurations shall be quantified based on the runoff reduction credit system methodology described in "Stormwater Quality Design Manual for the Sacramento and South Placer Regions, Chapter 5 and Appendix D4" (SSQP 2007b) and proposed detention basins and other water quality BMPs shall be sized to handle these runoff volumes. <p>For those areas that would be disturbed as part of the U.S. 50 interchange improvements, it is anticipated that Caltrans would coordinate with the development and implementation of the overall project SWPPP, or develop and implement its own SWPPP specific to the interchange improvements, to ensure that water quality degradation would be avoided or minimized to the maximum extent practicable. Mitigation for the off-site improvements outside of the City of Folsom's jurisdictional boundaries shall be coordinated by the owner/applicant of each applicable project phase with El Dorado County and Caltrans.</p>				

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
57.	3A 8.7	<p><i>Prepare and Implement a Vector Control Plan in Consultation with the Sacramento-Yolo Mosquito and Vector Control District.</i></p> <p>To ensure that the operation and design of the stormwater system, including multiple planned detention basins, is consistent with the recommendations of the Sacramento-Yolo Mosquito and Vector Control District regarding mosquito control, the owner/applicant shall prepare and implement a Vector Control Plan. This plan shall be prepared in coordination with the Sacramento-Yolo Mosquito and Vector Control District and shall be submitted to the City for approval prior to issuance of the grading permit for the proposed detention basins under the City's jurisdiction.</p> <p>The plan shall incorporate specific measures deemed sufficient by the City to minimize public health risks from mosquitoes, and as contained within the Sacramento-Yolo Mosquito and Vector Control District BMP Manual (Sacramento-Yolo Mosquito and Vector Control District 2008). The plan shall include, but is not limited to, the following components:</p> <ul style="list-style-type: none"> • Description of the project. • Description of detention basins and all water features and facilities that would control on-site water levels. • Goals of the plan. • Description of the water management elements and features that would be implemented, including: <ul style="list-style-type: none"> i. BMPs that would be implemented on-site; ii. public education and awareness; iii. sanitary methods used (e.g., disposal of garbage); iv. mosquito control methods used (e.g., fluctuating water levels, biological agents, pesticides, larvacides, circulating water); and v. stormwater management. 	G	CD (E) Sacto. County	A Vector Control Plan was prepared and submitted to the City for review and approval. The plan incorporated various Best Management Practices in consultation with the Sacramento-Yolo Mosquito and Vector Control District. A copy of the Vector Control Plan is available from the Community Development Department.	Yes

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57 cont.		<ul style="list-style-type: none"> • Long-term maintenance of the detention basins and all related facilities (e.g., specific ongoing enforceable conditions or maintenance by a homeowner's association). <p>To reduce the potential for mosquitoes to reproduce in the detention basins, the owner/applicant shall coordinate with the Sacramento-Yolo Mosquito and Vector Control District to identify and implement BMPs based on their potential effectiveness for the site conditions. Potential BMPs could include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • build shoreline perimeters as steep and uniform as practicable to discourage dense plant growth; • perform routine maintenance to reduce emergent plant densities to facilitate the ability of mosquito predators (i.e., fish) to move throughout vegetated area; • design distribution piping and containment basins with adequate slopes to drain fully and prevent standing water. The design slope should take into consideration buildup of sediment between maintenance periods. Compaction during grading may also be needed to avoid slumping and settling; • coordinate cleaning of catch basins, drop inlets, or storm drains with mosquito treatment operations; • enforce the prompt removal of silt screens installed during construction when no longer needed to protect water quality; • if the sump, vault, or basin is sealed against mosquitoes, with the exception of the inlet and outlet, submerge the inlet and outlet completely to reduce the available surface area of water for mosquito egg-laying (female mosquitoes can fly through pipes); and • design structures with the appropriate pumping, piping, valves, or other necessary equipment to allow for easy dewatering of the unit if necessary (Sacramento Yolo Mosquito and Vector Control District 2008). 	G	CD (E)		

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57 cont.		<ul style="list-style-type: none"> i. Surface swales; ii. Replacement of conventional impervious surfaces with pervious surfaces (e.g., porous pavement); iii. Impervious surfaces disconnection; and iv. Trees planted to intercept stormwater. 		CD (E)		
58.	3B.9-1b	<p><i>Properly Dispose of Hydrostatic Test Water and Construction Dewatering in Accordance with the Central Valley Regional Water Quality Control Board</i></p> <p>All hydrostatic test water and construction dewatering shall be discharged to an approved land disposal area or drainage facility in accordance with Central Valley RWCQB requirements. The City or its construction contractor shall provide the Central Valley RWQCB with the location, type of discharge, and methods of treatment and monitoring for all hydrostatic test water discharges. Emphasis shall be placed on those discharges that would occur directly to surface water bodies.</p>	G	CD (E) CVRWQCB	All water discharges from hydrostatic testing were approved by the City and in accordance with RWQCB requirements.	Yes
59.		<p><i>State and Federal Permits</i></p> <p>The owner/applicant shall obtain all required State and Federal permits and provide evidence that said permits have been obtained, or that the permit is not required, subject to staff review prior to approval of any grading or improvement plan.</p>	G, I	CD (P) CD (E)	The owner/applicant has obtained all required State and Federal permits and copies are available from the Community Development Department.	Yes

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60.	3A 3-1a 3A 3-1b	<p>Clean Water Act Sections 401 and 404 Permits Prior to the approval of grading and improvement plans and before any groundbreaking activity associated with each distinct project phase, the owner/applicant shall secure all necessary permits obtained under Sections 401 and 404 of the Clean Water Act or the State’s Porter-Cologne Act and implement all permit conditions for the proposed project. All permits, regulatory approvals, and permit conditions for effects on wetland habitats shall be secured and conditions implemented before implementation of any grading activities within 250 feet of Waters of the U.S, or wetland habitats, including Waters of the State, that potentially support federally-listed species, or within 100 feet of any other Waters of the U.S. or wetland habitats, including Waters of the State. The owner/applicant shall adhere to all conditions outlined in the permits. The owner/applicant shall commit to replace, restore, or enhance on a “no net loss” basis (in accordance with United States Army Corps Of Engineers and the Central Valley Regional Water Quality Control Board) the acreage of all wetlands and other Waters of the U.S. that would be removed, lost, and/or degraded with implementation of the project. Wetland habitat shall be restored, enhanced, and/or replaced at an acreage and location and by methods agreeable to United States Army Corps Of Engineers, the Central Valley Regional Water Quality Control Board, and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes. The boundaries of the 404 permit, including required buffers shall be shown on the grading plans.</p> <p>All mitigation requirements to satisfy the requirements of the City and the Central Valley Regional Water Quality Control Board, for impacts on the non-jurisdictional wetlands beyond the jurisdiction of United States Army Corps Of Engineers, shall be determined and implemented before grading plans are approved.</p> <p>All wetland mitigation compliance reports submitted to the Army Corps of Engineers shall also be copied concurrently to the City.</p>	G, I	CD(P) CD (E) United States Army Corps. Of Engineers Central Valley Regional Water Quality Control Board	The owner/applicant obtained these permits for Backbone improvements and project specific improvements prior to implementing ground disturbing activity. Compliance reports are on file with the Community Development Department.	Yes

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61.		<p><i>Water Quality Certification</i> A water quality certification pursuant to Section 401 of the Clean Water Act is required before issuance of the record of decision and before issuance of the Section 404 permit. Before construction in any areas containing wetland features, the owner/applicant shall obtain water quality certification for the project. Any measures required as part of the issuance of water quality certification shall be implemented pursuant to the permit conditions.</p>	G	CD (E)	The owner/applicant obtained a Section 401 Water Quality certification for the backbone and project specific improvements. All required measures were implemented prior to construction.	Yes
62.	3A3-4a.	<p><i>Master Streambed Alteration Agreement</i> The owner/applicant shall amend, if necessary, and implement the original Section 1602 Master Streambed Alteration Agreement received from California Department of Fish and Wildlife for all construction activities that would occur in the bed and bank of California Department of Fish and Wildlife jurisdictional features within the project site. As outlined in the Master Streambed Alteration Agreement, the owner/applicant shall submit a Sub-notification Form (SNF) to California Department of Fish and Wildlife 60 days prior to grading and/or the commencement of construction to notify California Department of Fish and Wildlife of the project.</p> <p>Any conditions of issuance of the Master Streambed Alteration Agreement shall be implemented as part of those project construction activities that would adversely affect the bed and bank within on-site drainage channels subject to California Department of Fish and Wildlife jurisdiction. The agreement shall be executed by the owner/applicant and California Department of Fish and Wildlife before the approval of any grading or improvement plans or any construction activities in any project phase that could potentially affect the bed and bank of on-site drainage channels under California Department of Fish and Wildlife jurisdiction.</p>	G	CD(P) CD (E) California Department of Fish and Wildlife	The owner/applicant submitted and received approval of a Sub-notification Form (SNF) from the California Dept. of Fish & Wildlife. All required mitigation or project conditions were satisfied in accordance with the SNF authorization. A copy of the SNF is available from the Community Development Department.	Yes

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63.	3B 3-1c	<p><i>Restore All Waters Impacted by Trenching and Temporary Construction Staging</i> For all crossings of waters of the U.S. or State in which the use of trenchless technologies are not feasible, the City shall ensure that all waters impacted by trenching activities are restored to pre-project conditions. In addition, within 30 days following project construction, the owner/applicant shall ensure that all temporary construction staging areas within waters of the U.S. or State are restored to preproject conditions. At minimum, the City shall ensure that the following measures are implemented during construction:</p> <ul style="list-style-type: none"> ▶ Conduct trenching and construction activities across drainages during low-flow (e.g., <1 to 2 cfs) or dry periods as feasible; ▶ If working in active channels, install cofferdam upstream and downstream of stream crossing to separate construction area from flowing waterway; ▶ Place sediment curtains upstream and downstream of the construction zone to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone; ▶ Locate spoil sites such that they do not drain directly into the drainages or seasonal wetlands; ▶ Store equipment and materials away from the drainages and wetland areas. No debris will be deposited within 250 feet of the drainages and wetland areas; ▶ Prepare and implement a revegetation plan to restore vegetation in all temporarily disturbed wetlands and other waters using native species seed mixes and container plant material that are appropriate for existing hydrological conditions. 	G	CD (E)	The Owner/Applicant has restored all areas required under the Permit. Annual monitoring is ongoing and a copy of the Annual Monitoring Report is available with the Community Development Department.	Yes

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63 cont.		<p>Prior to the approval of grading and improvement plans and before any groundbreaking activity associated with grading and construction requiring fill of wetlands or other waters of the U.S. or waters of the state, the owner/applicant shall submit a wetland mitigation and monitoring plan (MMP) for the restoration of these waters within the selected water alignment to the US Army Corps of Engineers (USACE) and Central Valley Regional Water Quality Control Board (RWQCB) for review and approval of those portions of the plan over which they have jurisdiction. The Mitigation and Monitoring Plan (MMP) would have to be approved prior to issuance of a Section 404 permit. Once the final MMP is approved and implemented, mitigation monitoring shall continue for a minimum of 5 years from completion of restoration activities, or human intervention (including recontouring and grading), or until the performance standards identified in the approved MMP have been met, whichever is longer.</p> <p>At minimum, the MMP shall provide the following information:</p> <ul style="list-style-type: none"> ▶ A description and drawings showing the existing contours (elevation) and existing vegetation of the waters of the U.S. and State that would be impacted through trenching activities. This information shall include site photographs taken at each impacted water. ▶ Methods used to ensure that trenching within waters of the U.S. and State do not adversely alter existing hydrology, including the draining of the waters (e.g., use of cut-off walls). ▶ The methods used to restore the site to the original contour and condition, as well as a plan for the revegetation of the site following installation of the improvements. ▶ Proposed schedule for restoration activities 				

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
64.	3A 3-2a	<p><i>Swainson's Hawk Nesting Habitat</i> A qualified biologist shall be retained by the owner/applicant to conduct preconstruction surveys and to identify active Swainson's Hawk nests on and within 0.5-mile of the project area. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of grading and construction. To the extent feasible, guidelines provided in <i>Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in the Central Valley (Swainson's Hawk Technical Advisory Committee 2000)</i> shall be followed for surveys for Swainson's hawk. If no nests are found, no further mitigation is required.</p> <p>If active nests are found, impacts on nesting Swainson's Hawks shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with California Department of Fish and Wildlife that reducing the buffer would not result in nest abandonment. California Department of Fish and Wildlife guidelines recommend implementation of 0.25- or 0.5-mile-wide buffers, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with California Department of Fish and Wildlife, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.</p>	G	CD(P) CD (E) California Department of Fish and Wildlife	Preconstruction surveys were conducted and no active nests were found.	Yes

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65.	3A 3-2b	<p><i>Swainson's Hawk Habitat</i> Prior to the approval of grading and improvement plans, or before any ground-disturbing activities, whichever occurs first, the owner/applicant shall secure suitable Swainson's Hawk foraging habitat to ensure appropriate mitigation of habitat value for Swainson's Hawk foraging habitat that is permanently lost as a result of the project, as determined by the City after consultation with California Department of Fish and Wildlife and a qualified biologist.</p> <p>The habitat value or shall be based on Swainson's Hawk nesting distribution and an assessment of habitat quality, availability, and use within the project area. The mitigation ratio shall be consistent with the 1994 DFG Swainson's Hawk Guidelines included in the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (<i>Buteo swainsoni</i>) in the Central Valley of California. If such mitigation shall be accomplished through purchase of credits at an approved mitigation bank, the transfer of fee title, or perpetual conservation easement, the ratio for habitat value shall be 0.5:1. If non-bank mitigation is proposed, the mitigation land shall be located within the known foraging area and within Sacramento County and the habitat value shall be 1:1. The City, after consultation with California Department of Fish and Wildlife, will determine the appropriateness of the mitigation land.</p> <p>The owner/applicant shall transfer said Swainson's Hawk mitigation land, through either conservation easement or fee title, to a third-party, nonprofit conservation organization (Conservation Operator), with the City and California Department of Fish and Wildlife named as third-party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the Conservation Operator shall be a tax-exempt nonprofit conservation organization that meets the criteria of Civil Code Section 815.3(a) and shall be selected or approved by the City, after consultation with California Department of Fish and Wildlife. After consultation with California Department of Fish and Wildlife and the Conservation Operator, the City shall approve the content and form</p>	G	CD (P) California Department of Fish and Wildlife	The Owner has secured and recorded a Conservation Easement on a City approved site in Sacramento County. A copy of the recorded easement is available from the Community Development Department.	Yes

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65 cont.		<p>of the conservation easement. The City, California Department of Fish and Wildlife, and the Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to assure compliance with the terms of the easement.</p> <p>After consultation with the City, The owner/applicant, California Department of Fish and Wildlife, and the Conservation Operator, shall establish an endowment or some other financial mechanism that is sufficient to fund in perpetuity the operation, maintenance, management, and enforcement of the conservation easement. If an endowment is used, either the endowment funds shall be submitted to the City for impacts on lands within the City’s jurisdiction to an appropriate third-party nonprofit conservation agency, or they shall be submitted directly to the third-party nonprofit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without prior written approval of the City and California Department of Fish and Wildlife.</p> <p>If the Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain, and enforce the interest shall be transferred to another entity acceptable to the City and California Department of Fish and Wildlife. The City Planning Department shall ensure that mitigation habitat established for impacts on habitat within the City’s planning area is properly established and is functioning as habitat by conducting regular monitoring of the mitigation site(s) for the first ten years after establishment of the easement.</p>	G	CD(P) CD (E) California Department of Fish and Wildlife		

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66.	3A 3-2a	<p>Burrowing Owl A qualified biologist shall be retained by the owner/applicant to conduct a preconstruction survey to identify active Burrowing Owl burrows within the project area. The surveys shall be conducted no less than 14 days and no more than 30 days before the beginning of grading and construction activities for each phase of development. The preconstruction survey shall follow the protocols outlined in the Staff Report on Burrowing Owl Mitigation (CDFG 2012).</p> <p>If active burrows are found, a mitigation plan shall be submitted to the City for review and approval before any ground-disturbing activities. The City shall consult with California Department of Fish and Wildlife. The mitigation plan may consist of installation of one-way doors on all burrows to allow owls to exit, but not reenter, and construction of artificial burrows within the project vicinity, as needed; however, burrowing owl exclusions may only be used if a qualified biologist verifies that the burrow does not contain eggs or dependent young. If active burrows contain eggs and/or young, no construction shall occur within 50 feet of the burrow until young have fledged. Once it is confirmed that there are no owls inside burrows, these burrows may be collapsed.</p>	G	CD(P) CD (E) California Department of Fish and Wildlife	Preconstruction surveys were conducted and no burrowing owls were located.	Yes
67.		<p>Nesting Raptors To mitigate impacts on nesting raptors, a qualified biologist shall be retained by the owner/applicant to conduct a preconstruction survey to identify active nests on and within 0.5 miles of the project area. The surveys shall be conducted no less than 14 days and no more than 30 days before the beginning of construction activities for each phase of development</p> <p>If active nests are found, impacts on nesting raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in coordination with California Department of Fish and Wildlife that reducing the buffer would not result in nest abandonment. The buffer may be adjusted if a qualified biologist and the City, in consultation with California Department of Fish and Wildlife, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.</p>	G.	CD(P) CD (E) California Department of Fish and Wildlife	Preconstruction surveys were conducted and one active nest was found and buffer areas and protocols were established during construction.	Yes

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68.	3A.3-2c	<p><i>Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies.</i></p> <p>To avoid and minimize impacts to tricolored blackbird, the owner/applicant of all project phases shall conduct a preconstruction survey for any project activity that would occur during the tricolored blackbird’s nesting season (March 1–August 31). The preconstruction survey shall be conducted by a qualified biologist before any activity occurring within 500 feet of suitable nesting habitat, including freshwater marsh and areas of riparian scrub vegetation. The survey shall be conducted within 14 days before project activity begins.</p> <p>If no tricolored blackbird colony is present, no further mitigation is required. If a colony is found, the qualified biologist shall establish a buffer around the nesting colony. No project activity shall commence within the buffer area until a qualified biologist confirms that the colony is no longer active. The size of the buffer shall be determined in consultation with DFG. Buffer size is anticipated to range from 100 to 500 feet, depending on the nature of the project activity, the extent of existing disturbance in the area, and other relevant circumstances.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries (i.e., U.S. 50 interchange improvements) must be developed by the owner/applicant of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., Caltrans) and must be sufficient to achieve the performance criteria described above.</p>	G	CD(P) CD (E) California Department of Fish and Wildlife	Preconstruction surveys were conducted and no active nesting colonies were found.	Yes

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69		<p><i>Other Nesting Special-Status and Migratory Birds</i> The owner/applicant shall retain a qualified biologist to conduct a preconstruction survey for any project activity that would occur in suitable nesting habitat during the avian nesting season (approximately March 1–August 31).The preconstruction survey shall be conducted within 14 days before any activity occurring within 100 feet of suitable nesting habitat. Suitable habitat includes annual grassland, valley needlegrass grassland, freshwater seep, vernal pool, seasonal wetland, and intermittent drainage habitat within the project site.</p> <p>If no active special-status or other migratory bird nests are present, no further mitigation is required. If an active nest is found, the qualified biologist shall establish a buffer around the nest. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active. The size of the buffer shall be determined in consultation with California Department of Fish and Wildlife. Buffer size is anticipated to range from 50 to 100 feet, depending on the nature of the project activity, the extent of existing disturbance in the area, and other relevant circumstances.</p>	G	CD(P) CD (E) California Department of Fish and Wildlife	Preconstruction surveys were conducted and no active nests were found.	Yes
70.		<p><i>Animal Barrier</i> To discourage the migration of undesirable small animals (including snakes) into adjacent developed properties during the development of the project, the owner/applicant shall install a barrier along all areas adjacent to developed residential properties and parks to the satisfaction of the Community Development Department and consistent with a qualified biologist’s recommendations. In general, the barrier may consist of wire-mesh fabric with openings not exceeding ½-inch width. The height of the barrier shall be at least 18 inches (above the ground surface), and may be buried into the ground at least twelve inches. The barrier shall be supported with metal stakes at no more than 10-foot spacing. The barrier shall be installed by the owner/applicant, as approved by the Community Development Department and a qualified biologist, prior to any construction disturbance on the site, including clearing and grading operations.</p>	G	CD (E) (P)	A protective orange fence was installed along the perimeter of disturbed areas. The barrier fencing included in this condition was not required since none of the grading for this subdivision was adjacent to any existing development.	Yes

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71.	3 A 5-1a 3A 5-2 3A 5-3	<p><i>Conduct Construction Worker Awareness Training, Conduct On-Site Monitoring if Required, Stop Work if Cultural Resources are Discovered, Assess the Significance of the Find, and Perform Treatment or Avoidance as Required.</i></p> <p>The owner/applicant shall retain a qualified archaeologist to prepare and disseminate a contractor awareness training program for all construction supervisors. The sensitivity training program will provide information about notification procedures when potential archaeological material is discovered, procedures for coordination between construction personnel and information about other treatment or issues that may arise if cultural resources (including human remains) are discovered during project construction. The training shall be carried out each time a new contractor will begin work in the project area, and a minimum of once at the start of each construction season by that contractor, the qualified archeologist shall submit the completed training attendance roster and a copy of the training materials to the City and the USACE within 48 hours of delivery of the training program.</p>	G	CD CD (E) USACE	The owner/applicant retained a qualified archeologist and provided Workers Awareness Training to all new construction personnel. A copy of the training video and attendance records are available from the Community Development Dept.	Yes

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72.	3A 5-3	<p><i>Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures.</i></p> <p>In the event that human remains are discovered, construction activities within 150 feet of the discovery shall be halted or diverted and the requirements for managing unanticipated discoveries in Mitigation Measure 4.4-2(a) shall be implemented. In addition, the provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. When human remains are discovered, state law requires that the discovery be reported to the County Coroner (Section 7050.5 of the Health and Safety Code) and that reasonable protection measures be taken during construction to protect the discovery from disturbance (AB 2641).</p> <p>If the Coroner determines the remains are Native American, the Coroner shall notify the Native American Heritage Commission (NAHC), which then designates a Native American Most Likely Descendant for the project (Section 5097.98 of the Public Resources Code). The designated Native American Most Likely Descendant then has 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains (AB 2641).</p> <p>If the owner/applicant does not agree with the recommendations of the Native American Most Likely Descendant, the NAHC can mediate (Section 5097.94 of the Public Resources Code). If no agreement is reached, the owner/applicant shall rebury the remains where they will not be further disturbed (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a deed restriction with the county in which the property is located (AB 2641).</p>	OG	Sacramento County Coroner Native American Heritage Commission CD (P) CD (E)	No human remains were discovered during construction.	Yes

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73.	3A5-2	<p><i>Conduct Construction Worker Awareness Training, Stop Work if Paleontological Resources are Discovered, Assess the Significance of the Find, and Prepare and Implement a Recovery Plan as Required.</i></p> <p>Before the start of any earthmoving activities, the owner/applicant shall retain a qualified professional to train all construction personnel involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils likely to be seen during construction, and proper notification procedures should fossils be encountered. The training shall be included in the archaeological contractor awareness training program.</p> <p>If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work in the vicinity of the find and notify the City of Folsom's Community Development Department. The owner/applicant shall retain a qualified paleontologist to evaluate the resource and prepare a recovery plan in accordance with Society of Vertebrate Paleontology guidelines (1996). The recovery plan may include, but is not limited to, a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations in the recovery plan that are determined by the lead agency to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.</p>	G	CD (E) (P),	The owner/applicant retained a qualified archeologist and provided Workers Awareness Training to all new construction personnel. A copy of the training video and attendance records are available from the Community Development Department.	Yes
74.	3A 5-1a	<p><i>Geoarcheological Monitoring</i></p> <p>In the event that any grading will occur within areas determined to require geoarcheological monitoring, the owner/applicant shall retain a qualified professional geoarcheologist who has a graduate degree in the specialized discipline, possesses a demonstrated ability to carry research to completion, and has at least 24 months of professional experience and/or specialized training in geoarcheology. The geoarcheologist shall monitor the ground disturbing activities in the affected areas down to 1.5 meters below the surface. The monitoring geoarcheologist shall submit proof of monitoring in the form of daily field monitoring logs to the City and the US Army Corps of Engineers within 48 hours of completion of monitoring activities.</p>	G	CD (E) (P)	The owner/applicant retained a qualified geo-archeologist in predetermined areas during construction and the geo-archeologist provided all of the required reports to the USACOE.	Yes

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75.	3B.8-1a	<p>Transport, Store, and Handle Construction-Related Hazardous Materials in Compliance with Relevant Regulations and Guidelines.</p> <p>The City shall ensure, through the enforcement of contractual obligations, that all contractors transport, store, and handle construction-related hazardous materials in a manner consistent with relevant regulations and guidelines, including those recommended and enforced by Caltrans, Central Valley RWQCB, local fire departments, and the County environmental health department.</p> <p>Recommendations shall include as appropriate transporting and storing materials in appropriate and approved containers, maintaining required clearances, and handling materials using applicable Federal, state and/or local regulatory agency protocols. In addition, all precautions required by the Central Valley RWQCB-issued NPDES construction activity stormwater permits shall be taken to ensure that no hazardous materials enter any nearby waterways.</p> <p>In the event of a spill, the City shall ensure, through the enforcement of contractual obligations, that all contractors immediately control the source of any leak and immediately contain any spill utilizing appropriate spill containment and countermeasures. If required by the local fire departments, the local environmental health department, or any other regulatory agency, contaminated media shall be collected and disposed of at an off-site facility approved to accept such media.</p> <p>The storage, handling, and use of the construction-related hazardous materials shall be in accordance with applicable Federal, state, and local laws. Construction-related hazardous materials and hazardous wastes (e.g., fuels and waste oils) shall be stored away from stream channels and steep banks to prevent these materials from entering surface waters in the event of an accidental release. These materials shall be kept at sufficient distance (at least 500 feet) from nearby residences or other sensitive land uses. This includes materials stored for expected use, materials in equipment and vehicles, and waste materials.</p>	G,I,B	CD (E), FD	The Community Development Department has provided construction inspection throughout the course of construction to verify compliance with this condition.	Yes

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76.		<p>Landslide /Slope Failure The owner/applicant shall retain an appropriately licensed engineer during the grading activities to identify existing landslides and potential slope failure hazards. The said engineer shall be notified a minimum of two days prior to any site clearing or grading to facilitate meetings with the grading contractor in the field.</p>	G	CD (E) PW	The owner/applicant retained a geotechnical engineer and implemented recommendations for this mitigation measure. A geotechnical report outlining these recommendations is available from Community Development Department.	Yes
77.	<i>3A.16-1</i>	<p>Submit Proof of Adequate On- and Off-Site Wastewater Conveyance Facilities and Implement On- and Off-Site Infrastructure Service Systems or Ensure That Adequate Financing Is Secured.</p> <p>Before the approval of the final map and issuance of building permits for all project phases, the owner/applicant shall submit proof to the City of Folsom that an adequate wastewater conveyance system either has been constructed or is ensured through payment of the City’s facilities augmentation fee as described under the Folsom Municipal Code Title 3, Chapter 3.40, “Facilities Augmentation Fee – Folsom South Area Facilities Plan,” or other sureties to the City’s satisfaction. Both on-site wastewater conveyance infrastructure and off-site force main sufficient to provide adequate service to the project shall be in place for the amount of development identified in the tentative map before approval of the final map and issuance of building permits, or their financing shall be ensured to the satisfaction of the City.</p>	M,B	CD (E) PW	The owner/applicant has shared in the construction of the on-site and off-site sewer infrastructure to serve this subdivision. The off-site infrastructure includes the sewer trunk main, the Alder Creek Parkway sewer lift station and forced main. The City obtained a letter from Regional San which provides verification that there is adequate capacity in the existing Regional San conveyance and treatment system to accommodate the entire Folsom Plan Area at buildout.	Yes
78.	<i>3B.16-3b</i>	<p>Coordinate with Utility Providers and Implement Appropriate Installation Methods to Minimize Potential Utility Service Disruptions.</p> <p>Prior to installation, the City shall consult with SCWA, SRCSD, CSD-1, and PG&E to determine proper installation methods and final design criteria to minimize the potential for disruptions to existing and planned utilities.</p>	I	CD (E), EWR	The City obtained a letter from Regional San which provides verification that there is adequate capacity in the existing Regional San conveyance and treatment system to accommodate the entire Folsom Plan Area at buildout.	Yes

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IMPROVEMENT PLAN REQUIREMENTS						
79.		<p>Improvement Plans The improvement plans for the required public and private subdivision improvements necessary to serve any and all phases of development shall be reviewed and approved by the Community Development Department prior to approval of a Final Map.</p>	M	CD(E)	The owner/applicant submitted improvement plans for all infrastructure improvements required to serve this subdivision. The City Engineer has reviewed and approved all required improvement plans to serve this subdivision. Copies of the improvement plans are available from the Community Development Department.	Yes
80.	3A.9-4:	<p>Inspect and Evaluate Existing Dams Within and Upstream of the Project Site and Make Improvements if Necessary.</p> <p>Prior to submittal to the City of tentative maps or improvement plans the owner/applicant shall conduct studies to determine the extent of inundation in the case of dam failure. If the studies determine potential exposure of people or structures to a significant risk of flooding as a result of the failure of a dam, the owner/applicants shall implement of any feasible recommendations provided in that study, potentially through drainage improvements, subject to the approval of the City.</p>	I, M	CD(E)(P)	There are no existing dams within or upstream from this subdivision.	Yes
81.		<p>Standard Construction Specifications and Details</p> <p>Public and private improvements, including roadways, curbs, gutters, sidewalks, bicycle lanes and trails, streetlights, underground infrastructure, landscaping and irrigation and all other improvements shall be provided in accordance with the latest edition of the City of Folsom <u>Standard Construction Specifications and Details</u> and the <u>Design and Procedures Manual and Improvement Standards</u>.</p>	I	CD (P) CD (E)	The owner/applicant submitted improvement plans in accordance with the City's Standard Specifications.	Yes

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82.		<p>Water and Sewer Infrastructure</p> <p>All publicly owned water and sewer infrastructure shall be placed within the street right of way. In the event that a public water or sewer main needs to be placed in an area other than the public right of way such as through an open space corridor, landscaped area, etc. an access road shall be designed and constructed to allow for the operations, maintenance and replacement of the public water or sewer line along the entire water and/or sewer line alignment. The public water and sewer mains shall be publicly owned and maintained within any street and public sewer and water main easements shall be provided and in no event shall a public water or public sewer line be placed on private residential property. For example, installing a public water main on the property line between two single family homes. The domestic water and irrigation system shall be separately metered per City of Folsom <u>Standard Construction Specifications and Details</u>.</p> <p>All publicly owned water and sewer lines and services shall be accessible for operations, maintenance, and repair. Non-accessible situations would include placing mains and services behind retaining walls, placing public mains on private property, etc.</p>	I	CD (E)	The owner/applicant has installed all sewer and water infrastructure within the street right of way. The outfall sewer line has been installed within easements or planned right of way within future streets.	Yes
83.		<p>SPTC-JPA Approval</p> <p>The owner/applicant shall cooperate with the City to obtain written approval from both the Sacramento Placerville Transportation Corridor-Joint Powers Authority (SPTC-JPA) and the Public Utilities Commission (PUC) for any proposed crossing(s) of work within the existing JPA corridor which parallels Old Placerville Road. The owner/applicant shall provide written approval from both the SPTC-JPA and as required by the PUC to the City prior to approval of grading and/or improvement plans. The owner applicant shall provide all encroachment permits from the SPTC-JPA and PUC as necessary.</p>	I	CD (E)	The owner/applicant has obtained a Public Utility Easement for utilities within the Sacramento Placerville Transportation Corridor-Joint Powers Authority (SPTC-JPA). The roadway crossing for this subdivision in future Dewey Oak Drive.	Yes

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84.	3A1-5	<p>Lighting Plan</p> <p>The owner/applicant shall submit a lighting plan for the project to the Community Development Department. The lighting plan shall be consistent with the Design Guidelines:</p> <ul style="list-style-type: none"> • shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties; • place and shield or screen flood and area lighting needed for construction activities, nighttime sporting activities, and/or security so as not to disturb adjacent residential areas and passing motorists; • for public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or that blink or flash; • use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earthtoned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways; and • design exterior on-site lighting as an integral part of the building and landscaping design in the Specific Plan Area. Lighting fixtures shall be architecturally consistent with the overall site design. Lights used on signage should be directed to light only the sign face with no off site glare. 	I	CD (P)	The owner/applicant submitted a Lighting Plan for all roadways in the subdivision in accordance with the Design Guidelines and City Standards for Street Lighting. A copy of the lighting plans are available from the Community Development Department.	Yes
85.	3B. 1-2a.	<p>Above Ground Utility Site Design Review Application</p> <p>The owner/applicant shall submit a Site Design Review Application for all above ground utility installations (water tanks, booster pumps stations, etc.) to the Community Development Department to ensure these facilities are adequately screened. These above ground utility installations shall be designed to be adequately screened and/or blended into the hillsides through use of berming, landscaping or through the use of walls or fences to the satisfaction of the Community Development Department.</p>	G, I	CD (P) (E) EWR	The owner/applicant submitted a Design Review Application and received approval for the construction of the future Zone 4 Water Tank.	Yes
86		<p>Utility Coordination</p> <p>The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.). The owner/applicant shall provide the City with written confirmation of public utility service prior to approval of all final maps.</p>	I	CD (P) CD (E)	The owner/applicant has coordinated with the various utility agencies.	Yes

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87.	3B.7-4	Implement Corrosion Protection Measures. The owner/applicant shall be required to provide that all underground metallic fittings, appurtenances and piping in the City’s water systems include a cathodic protection system to protect these facilities from corrosion. The cathodic protection system shall be prepared by a licensed geotechnical or civil engineer and the system shall be reviewed and approved by the City prior to approval of improvement plans.	I	CDD(E), EWR	The owner/applicant has provided cathodic protection in the improvement plans in accordance with City requirements for all metallic water pipelines and appurtenances. The plans were approved by the City.	Yes
88.		Replacing Hazardous Facilities The owner/applicant shall be responsible for replacing any and all damaged or hazardous public sidewalk, curb and gutter, and/or bicycle trail facilities along the site frontage and/or boundaries, including pre-existing conditions and construction damage, to the satisfaction of the Community Development Department.	I, OG	CD	No existing improvements were included as part of this subdivision.	Yes
89.		Water Meter Network The owner/applicant shall pay for, furnish, and install all infrastructure associated with the water meter fixed network system.	I	CD (E)	The Owner/applicant has completed the infrastructure allowing for the water meter fixed network system. Meters will be furnished and installed during home construction for each individual metered connection.	Yes
90		Final Design The final design of all sound walls, fences, and gates shall be subject to review and approval by the Community Development Department.	I	CD (E)	The Community Development Department has reviewed and approved the plans for all of the sound walls, fences and gates in the subdivision.	Yes

91		<p>Temporary Detention Basin</p> <p>a. Design. If it is necessary at the time of recordation of the first final map, the owner/applicant shall be responsible for the design and construction of the temporary detention basin which will temporarily impact the development of tentative subdivision map lots 23 through 29 of the Broadstone Estates subdivision. The detention basin design shall include City approved vehicular access to the entire basin, including but not limited to, the inlets and outfalls for the basin. The improvement plans for the proposed interim basin shall be reviewed and approved by the City prior to approval of the Final Subdivision Map.</p> <p>b. Easements. Prior to approval of the first final map, a maintenance and access easement and a public drainage easement shall be granted to the City of Folsom over the entire basin.</p> <p>c. Operation and Maintenance Manual. The owner/applicant shall prepare an Operations and Maintenance manual for the interim detention basin for maintenance by the City. The manual shall be subject to review and approval by the City prior to approval of the first final map.</p> <p>d. Operation Funding. The owner/applicant shall provide a funding mechanism, separate from the funding mechanism for the permanent detention basin, for the operation and maintenance by the City of Folsom of the interim detention basin.</p> <p>a. Notice of Temporary Detention Basin</p> <p>The owner/applicant shall record a separate instrument against the property comprised of tentative map lots 23 through 29, that said lots shall be encumbered by the construction of a temporary detention basin needed to serve the development of the Broadstone Estates. The document shall include a description of the proposed improvements, describe the required off site permanent detention basin needed to be constructed in order to abandon the temporary detention basin, and shall include a statement that the development of lots 23 through 29 as shown on the approved tentative subdivision map cannot proceed until such time as the interim basin is removed and all easements are abandoned to the satisfaction of the city.</p> <p>b. Removal of the Temporary Detention Basin</p> <p>The owner/applicant shall be solely responsible for the removal and cost of the temporary detention basin at such time as the temporary detention basin is no longer required. Lots 23 through 29 of the Broadstone Estates subdivision map shall not be created with a final map until it has been determined that the downstream permanent detention basin has been constructed by others in accordance with the Folsom Plan Area Storm Drainage Master</p>	I	CD (E)	<p>The owner/applicant was not required to construct a temporary detention basin within lots 23 through 29. Previous developments adjoining this subdivision and another off-site development constructed the permanent detention/hydro-modification basin to serve this subdivision. The off-site detention/hydro-modification basin was constructed west of the Parcel 61 & 77 development and has been completed in the September of 2022.</p>	Yes
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		<p>Plan and is operational and the temporary detention basin is abandoned, removed and regraded to allow for home construction to the satisfaction of the City.</p> <p>c. Removal Agreement The owner/applicant shall execute an agreement with the City of Folsom to guarantee the funding for the removal of the temporary detention basin prior to approval of the first final map.</p>				

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91 cont.		<p>The funding for the operation and maintenance of the basin shall remain in place until such time as the required permanent detention basin(s) are constructed downstream by others and are operational in accordance with the Folsom Plan Area Storm Drainage Master Plan. The funding mechanism shall be in place and funding available to the city prior to approval of the first final map.</p> <p>e. Notice of Temporary Detention Basin. The owner/applicant shall record a separate instrument against the property comprised of tentative map lots 23 through 29, that said lots shall be encumbered by the construction of a temporary detention basin needed to serve the development of the Broadstone Estates. The document shall include a description of the proposed improvements, describe the required off site permanent detention basin needed to be constructed in order to abandon the temporary detention basin, and shall include a statement that the development of lots 23 through 29 as shown on the approved tentative subdivision map cannot proceed until such time as the interim basin is removed and all easements are abandoned to the satisfaction of the city.</p> <p>f. Removal of the Temporary Detention Basin. The owner/applicant shall be solely responsible for the removal and cost of the temporary detention basin at such time as the temporary detention basin is no longer required. Lots 23 through 29 of the Broadstone Estates subdivision map shall not be created with a final map until it has been determined that the downstream permanent detention basin has been constructed by others in accordance with the Folsom Plan Area Storm Drainage Master Plan and is operational and the temporary detention basin is abandoned, removed and regraded to allow for home construction to the satisfaction of the City.</p> <p>h. Removal Agreement. The owner/applicant shall execute an agreement with the City of Folsom to guarantee the funding for the removal of the temporary detention basin prior to approval of the first final map.</p>				

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92		<p><i>Old Placerville Road</i> The City may consider the closure and re-alignment of Old Placerville Road between US Highway 50 and future Alder Creek Parkway as part of future development in the Folsom Plan Area, consistent with the project Folsom Plan Area EIR. The removal of the existing asphalt concrete pavement on any future abandoned segment of Old Placerville Road will not be permitted without the prior approval of the City.</p>	I	CD (E)	Existing Placerville Road between Dewey Oak Drive and White Rock Road will be permanently closed in 2022. The traffic that comes from north of US HWY 50 will be re-aligned to use Westwood Drive to Savannah Parkway rather than Placerville Road. The abandoned portion of Placerville Road will become a Class 1 Bike Trail in the future.	Yes

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93		<p><i>Placerville Road/Alder Creek Parkway Intersection</i></p> <p>Prior to the issuance of the first building permit, the owner/applicant shall have completed all off site road and intersection improvements from the on-site terminus of Dewey Oak Drive, Dehone Drive to Purple Sage Drive and to Alder Creek Parkway, ultimately to the Placerville Road/Alder Creek Parkway intersection and it shall be operational, to the satisfaction of the City. These improvements are to be applied to the existing Placerville Road alignment and geometry;</p> <p>Two lanes (one in each direction) of Alder Creek Parkway shall be constructed from Placerville Road to the proposed intersection of Purple Sage Drive and Alder Creek Parkway and the segment of Purple Sage Drive connecting to the local streets within the project to provide the required secondary access.</p> <p>Southbound on Placerville Road, the lane configuration shall include the addition of a southbound left turn lane consisting of 200 feet transitional length plus 140 feet storage length, excluding appropriate tapers, to accommodate anticipated vehicle queuing and deceleration for the southbound left turn lane onto eastbound Alder Creek Parkway. The resulting southbound lane configuration will be two lanes, one left turn lane, one through lane.</p> <p>Northbound on Placerville Road the lane configuration shall include the addition of a northbound right turn lane consisting of 180 feet transition length. The resulting northbound lane configuration will be one lane, a shared right turn and through lane.</p>	I, B	CD (E), PW	All of the required off-site roadway improvements for this subdivision have been completed by other developments adjoining this subdivision. These off-site roadway improvements are completed are in operation and have been accepted by the City.	Yes
94.		<p><i>Future Utility Lines</i></p> <p>All future utility lines lower than 69 KV that are to be built within the project, shall be placed underground within and along the perimeter of the project at the developer's cost. The owner/applicant shall dedicate to SMUD all necessary underground easements for the electrical facilities that will be necessary to service development of the project.</p>	I	CD(E), EWR	All proposed utility service to the lots in this subdivision have been placed underground.	Yes

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95.		<p>Off-site Trunk Sewer Main The owner/applicant shall design and construct the off-site trunk sewer main as shown in Preliminary Offsite Infrastructure Plan attached to the vesting tentative subdivision map. Owner/applicant may propose an alternative alignment for routing the sewer backbone infrastructure in conformance with the Wastewater Master Plan Update subject to the sole discretion of the City. The off-site sewer trunk mains, the sewer maintenance roads, sanitary sewer lift station(s), and sewer forced mains extended across US Highway 50 to the existing Sacramento Regional County Sanitation District (SRCSD) lift station shall be completed and accepted by the City for operation and maintenance prior to issuance of the first building permit in the project.</p> <p>The owner/applicant shall be responsible for constructing any and all odor control facilities, providing high-velocity hydraulic cleaning and vacuum cleaning of select sewer mains and providing temporary supplemental flows into select sewer mains as determined by the City until such time the peak average flows are met in the Folsom Plan Area backbone sewer system in accordance with the Wastewater Master Plan Update.</p>	I	CD(E), PW, EWR	The owner/applicant has completed the sewer trunk main, lift station and force mains to serve the subject subdivision. The Owner/applicant developed a flushing plan that was reviewed and approved by the City Engineer and the Environmental and Water Resources Department.	Yes
96.		<p>Vertical Curb All curbs located adjacent to landscaping, whether natural or manicured, and where parking is allowed shall be vertical.</p>	I	CD (P) (B)	The improvement plans for the subdivision improvements and backbone roadways provide vertical curbing as required.	Yes
97.		<p>Class II Bike Lanes All Class II bike lanes shall be striped and painted green. No parking shall be permitted within the Class II bike lanes.</p>	I	CD (E) (P)	All Class II bike lanes have been constructed in accordance with the Specific Plan, Design Guidelines and City standards.	Yes

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98.		<p><i>Sewer Maintenance Road</i> The owner/applicant shall provide an asphalt concrete (AC) maintenance road (a minimum of 12 feet wide) which extends from East Bidwell Street (formerly Scott Road) to the future sanitary sewer lift station on the proposed future extension of Alder Creek Parkway. The owner/applicant shall also construct an asphalt concrete (AC) maintenance road (a minimum of 12 feet wide) which extends from Placerville Road to Alder Creek Parkway, as shown on the Preliminary Off Site Infrastructure Plan. The AC maintenance road shall be designed to meet City Standards for utility vehicle loads including, but not limited to, vactor trucks, fire vehicles, and fire apparatus and other maintenance vehicles.</p>	I	CD (E)	The owner/applicant has participated in the asphalt maintenance road for the entire length of the sewer line extending from East Bidwell Street (formerly Scott Rd) to the Alder Creek Parkway sewer lift station as well as the sewer forced main extension to the US50 crossing.	Yes
99.		<p><i>Parks and Recreation</i> The following measures shall be implemented to the satisfaction of the Parks and Recreation Department:</p> <ol style="list-style-type: none"> 1. The Owner/Applicant will pay Parkland Dedication In-Lieu fees based on 0.0146 AC. per single-family unit resulting in a total parkland dedication requirement of 1.04 acres. The in-lieu fee shall be calculated based on a Complete Summary Appraisal prepared to establish a Fair Market Value as defined by the Folsom Municipal Code (FMC 16.32.040). 2. The Owner/Applicant will provide the proposed Class I bike trail alignments and connections consistent with the Bikeways Master Plan and Illustrative Master Plan for Broadstone Estates Exhibit dated October 8, 2015. The Owner/Applicant may enter into a construction reimbursement agreement with the City in the future to facilitate efficient delivery of the trail facilities to the public 3. The Class I Bike Trail and associated drainage swales shall be placed in a separate lot and granted to the City of Folsom. The trail shall be designed to accommodate regular vehicular access by maintenance vehicles using the trail to access the Future Zone 4 water tank. 	I	CD, PR	The owner/applicant has designed and graded the Class I bike trail along the landscape corridor parallel to US HWY 50. The owner/applicant has also designed and will construct the Class II bike lanes along East Bidwell Street (formerly Scott Rd) and Mangini Parkway. The graded Class Trail along the US HWY 50 corridor will be placed in a separate landscape lot which will ultimately be deeded to the City in the future.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
100.	3A 11-4	<p><i>Noise Barriers</i> In conjunction with the submittal of improvement plans for each proposed development phase where noise barrier locations are required, the owner/applicant shall show on the Improvement Plans that sound walls and/or landscaped berms shall be constructed as shown on the Preliminary Grading and Drainage plan dated March 9, 2017.</p> <p>The solid noise barriers shall be no less than the height shown on the Preliminary Grading and Drainage Plan dated March 9, 2017, relative to building pad elevation and shall be confirmed based upon the final approved site and grading plans. Noise barrier walls shall be constructed of decorative split face concrete masonry units and shall be treated with an anti-graffiti treatment. Abrupt transitions exceeding two feet in height shall be avoided. The Grading and/or Improvement Plans shall be subject to review and approval by the City Engineer.</p>	I	CD (E) (P)	The landscape plans for Dewey Oaks Drive include the required sound walls and the lots that are along the US HWY 50 alignment will be constructed in accordance with the recommendations of the acoustical study and the preliminary grading and drainage plan.	Yes

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101.		<p><i>Master Plan Updates</i> The City has approved the Folsom Plan Area Storm Drainage Master Plan, the Folsom Plan Area Water System Master Plan and the Folsom Plan Area Wastewater Master Plan Update. The owner/applicant shall submit complete updates to each of these approved master plans for the proposed changes to each master plan as a result of the proposed project. The updates to each master plan for the proposed project shall be reviewed and approved by the City prior to approval of grading and/or improvement plans.</p> <p>The plans shall be accompanied by engineering studies supporting the sizing, location, and timing of the proposed facilities. Improvements shall be constructed in phases as the project develops in accordance with the approved master plans, including any necessary off-site improvements to support development of a particular phase or phases, subject to prior approval by the City. Off-site improvements may include roadways to provide secondary access, water transmission lines or distribution facilities to provide a looped water system, sewer trunk mains and lift stations, water quality facilities, non-potable water pipelines and infrastructure, and drainage facilities including on or off-site detention. No changes in infrastructure from that shown on the approved master plan shall be permitted unless and until the applicable master plan has been revised and approved by the City. Final lot configurations may need to be modified to accommodate the improvements identified in these studies to the satisfaction of the City.</p> <p>The owner/applicant shall provide sanitary sewer, water and storm drainage improvements with corresponding easements, as necessary, in accordance with these studies and the latest edition of the City of Folsom <u><i>Standard Construction Specifications and Details</i></u>, and the <u><i>Design and Procedures Manual and Improvement Standards</i></u>.</p> <p>The storm drainage design shall provide for no net increase in run-off under post-development conditions.</p>	G,I	CDD(E), EWR, PW	The Owner/applicant has provided updated Master Plans for approval prior to the issuance of a grading permit. Copies of the Master Plans are available from the Community Development Department.	Yes

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102.	3A 3-1a	<p><i>Design Stormwater Drainage Plans and Erosion and Sediment Control Plans to Avoid and Minimize Erosion and Runoff to All Wetlands and Other Waters That Are to Remain on the project and Use Low Impact Development Features.</i></p> <p>To minimize indirect effects on water quality and wetland hydrology, the owner/applicant shall include stormwater drainage plans and erosion and sediment control plans in their grading and/or improvement plans and shall submit these plans to the City for review and approval. Prior to approval of grading and/or improvement plans, the owner/applicant for any particular discretionary development application shall obtain a NPDES Construction General Permit and Grading Permit, comply with the City’s Grading Ordinance and City drainage and stormwater quality standards, and commit to implementing all measures in their drainage plans and erosion and sediment control plans to avoid and minimize erosion and runoff into Alder Creek and all wetlands and other waters that would remain on-site.</p> <p>The owner/applicant shall implement stormwater quality treatment controls consistent with the Stormwater Quality Design Manual for Sacramento and South Placer Regions in effect at the time the application is submitted. Appropriate runoff controls such as berms, storm gates, off-stream detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation and the potential discharge of pollutants. Development plans shall incorporate Low Impact Development (LID) features, such as pervious strips, permeable pavements, bioretention ponds, vegetated swales, disconnected rain gutter downspouts, and rain gardens, where appropriate. Use of LID features is recommended by the EPA to minimize impacts on water quality, hydrology, and stream geomorphology and is specified as a method for protecting water quality in the proposed specific plan. In addition, free spanning bridge systems shall be used for all roadway crossings over wetlands and other waters that are retained in the on-site open space. These bridge systems would maintain the natural and restored channels of creeks, including the associated wetlands, and would be designed with sufficient span width and depth to provide for wildlife movement along the creek corridors even during high-flow or flood events, as specified in the 404 permit.</p> <p>The owner/applicant shall be responsible for all necessary off-site improvements needed to support the Broadstone Estates drainage system.</p>	G, I	CD (E), PW PW (Sacto. Co. or El Dorado Co.) CALTRANS USACE CVRWQCB	The owner/applicant has prepared a Stormwater Pollution Prevention Plan (SWPPP) which implements stormwater water quality practices in accordance with the Stormwater Quality Design Manual for Sacramento and Placer Regions. The off-site drainage system improvements to serve this subdivision have been completed by others and have been completed and accepted by the City.	Yes

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103.		<p><i>Best Management Practices</i> The storm drain improvement plans shall provide for “Best Management Practices” that meet the requirements of the water quality standards of the City’s National Pollutant Discharge Elimination System Permit issued by the State Regional Water Quality Control Board.</p> <p>Each proposed project development shall result in no net change to peak flows into Alder Creek and associated tributaries, or to Buffalo Creek, Carson Creek, and Coyote Creek. The owner/applicant shall establish a baseline of conditions for drainage on-site. The baseline-flow conditions shall be established for 2-, 5-, and 100-year storm events. These baseline conditions shall be used to develop monitoring standards for the stormwater system on the Specific Plan Area. The baseline conditions, monitoring standards, and a monitoring program shall be submitted to USACE and the City for their approval. Water quality and detention basins shall be designed and constructed to ensure that the performance standards, which are described in Chapter 3A.9, “Hydrology and Water Quality,” are met and shall be designed as off-stream detention basins.</p> <p>Discharge sites into Alder Creek and associated tributaries, as well as tributaries to Carson Creek, Coyote Creek, and Buffalo Creek, shall be monitored to ensure that pre-project conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measures will be satisfied when the monitoring standards are met for 5 consecutive years without undertaking corrective measures to meet the performance standard.</p>	G, I	CD (E)	The Owner/applicant has received a NPDES permit from the State Regional Water Quality Control Board (SRWQCB). The NDES Permit requires the implementation of BMP’s, monitoring and reporting for stormwater runoff. The NPDES Permit includes a Storm Water Pollution Prevention Plan (SWPPP), which outlines monitoring standards, frequency and baseline modeling. The Owner/applicant has submitted monthly reports to the City and SRWQCB.	Yes

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104.		<p><i>Litter Control</i> During Construction, the owner/applicant shall be responsible for litter control and sweeping of all paved surfaces in accordance with City standards. All on-site storm drains shall be cleaned immediately before the commencement of the rainy season (October 15).</p>	OG	CD (E)	The owner/applicant has complied with this provision and completed periodic on-site cleaning and sweeping of the project site.	Yes
FIRE DEPARTMENT REQUIREMENTS						
105.	3A 14-3	<p><i>Incorporate Fire Flow Requirements into Project Designs.</i> The owner/applicant shall incorporate into their project designs fire flow requirements based on the California Fire Code, Folsom Fire Code and shall verify to the City of Folsom Fire Department that adequate water flow is available, prior to approval of improvement plans and issuance of occupancy permits or final inspections for all project phases.</p>	I, B	CD (E) Fire	The Community Development Department and the Fire Department have reviewed all proposed improvement plans for the construction of the water and fire flow system for this subdivision.	Yes
106.		<p><i>Prepare fuel modification plan (FMP).</i> The owner/applicant shall submit a Fuel Modification Plan to the City for review and preliminary approval from the Fire Code Official prior to any Final and/or Parcel Map. Final approval of the plan by the Fire Code Official shall occur prior to the issuance of a permit for any new construction. A Fuel Modification Plan shall consist of a set of scaled plans showing fuel modification zones indicated with applicable assessment notes, a detailed landscape plan and an irrigation plan. A fuel modification plan submitted for approval shall be prepared by one of the following: a California state licensed landscape architect, or state licensed landscape contractor, or a landscape designed, or an individual with expertise acceptable to the Fire Code Official.</p> <p>The owner/applicant agree to be responsible for the long-term maintenance of the Fuel Modification Plan. Notification of fuel modification requirements are to be made upon sale to new property owners. Proposed changes to the approved Fuel Modification Plan shall be submitted to the Fire Code Official for approval prior to implementation.</p>	G,I,M,B	CD (P) FD	The owner/applicant submitted and received approval of a Fuel Modification Plan. A copy of the FMP is available from the Community Development Department.	Yes

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107.		<p>All-Weather Access and Fire Hydrants</p> <p>The owner/applicant shall provide all-weather access and fire hydrants before combustible materials are allowed on any project site or other approved alternative method as approved by the Fire Code Official/Fire Chief. All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material or vertical construction is allowed on any project site or other approved alternative method as approved by the Fire Code Official/Fire Chief. (All-weather access is defined as six inches of compacted aggregate base from May 1 to September 30 and two inch asphalt concrete over six inch aggregate base from October 1 to April 30).</p> <p>The building shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal.</p> <ul style="list-style-type: none"> • The minimum fire flow for residential dwellings is 1,000 gpm at 20 psi for houses 3,600 sq. ft. and less, 1,750 gpm for dwellings greater than 3,600 sq. ft. in area, and 2,000 gpm for dwellings greater than 4,800 sq. ft. up to 6,200 sq. ft. in area. Please determine the maximum size homes that will be built in this subdivision. A water model analysis that proves the minimum fire flow will be required before any permits are issued. • All public streets shall meet City of Folsom Street Standards unless an alternative is specifically included within this approval. • The maximum length of any dead end street shall not exceed 500 feet in accordance with the Folsom Fire Code. Several streets indicated on the plans are dead ends greater than 500 feet. In such cases, a second emergency access will be required. • All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material storage or vertical construction is allowed. All-weather access is defined as 6" of compacted AB from May 1 to September 30 and 2"AC over 6" AB from October 1 to April 30 • The first Fire Station planned for the Folsom Ranch Plan Area shall be completed and operational at the time that the threshold of 1,500 occupied homes within the Folsom Ranch Plan Area is met. 	I	CD (E) Fire	The owner/applicant has designed and received approval for all weather access improvements and fire hydrants for this subdivision. Permits for vertical construction will not be issued prior to these improvements being completed.	Yes

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108.	3A 14-2	<p><i>Incorporate California Fire Code; City of Folsom Fire Code Requirements; and EDHFD Requirements, if Necessary, into Project Design and Submit Project Design to the City of Folsom Fire Department for Review and Approval.</i></p> <p>To reduce impacts related to the provision of new fire services, the owner/applicant shall do the following, as described below: Incorporate into project designs fire flow requirements based on the California Fire Code, Folsom Fire Code (City of Folsom Municipal Code Title 8, Chapter 8.36), and other applicable requirements based on the City of Folsom Fire Department fire prevention standards. Improvement plans showing the incorporation of automatic sprinkler systems, the availability of adequate fire flow, and the locations of hydrants shall be submitted to the City of Folsom Fire Department for review and approval. In addition, approved plans showing access design shall be provided to the City of Folsom Fire Department as described by Zoning Code Section 17.57.080 (“Vehicular Access Requirements”). These plans shall describe access-road length, dimensions, and finished surfaces for firefighting equipment. The installation of security gates across a fire apparatus access road shall be approved by the City of Folsom Fire Department. The design and operation of gates and barricades shall be in accordance with the Sacramento County Emergency Access Gates and Barriers Standard, as required by the City of Folsom Fire Code.</p>	I, B, O	FD PW CD (E)	The City of Folsom Fire Department, has reviewed and approved the subdivision plans and any off-site improvements for compliance with this mitigation measure.	Yes
109.		<p><i>Submit a Fire Systems New Buildings, Additions, and Alterations Document Submittal List to the City of Folsom Community Development Department Building Division</i></p> <p>The Fire Dept. shall review and approve any improvement plans or building permits for accessibility of emergency fire equipment, fire hydrant flow location, and other construction features. The City shall not authorize the occupancy of any structures until the owner/applicant have obtained a Certificate of Occupancy from the City of Folsom Community Development Department verifying that all fire prevention items have been addressed on-site to the satisfaction of the City of Folsom Fire Department.</p>	I, B	CD (B) Fire	The Community Development Department and the Fire Department have reviewed all proposed improvement plans for the construction of the water and fire flow system for this subdivision. Future building permits will be reviewed and approved by the CDD/Fire prior to building permit issuance.	Yes Condition will be satisfied prior to issuance of a building permit.

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110.		<p><i>Reclaimed Water Pipe</i></p> <p>The owner/applicant shall install a reclaimed water “purple” pipe conveyance and irrigation system for all proposed landscaping for the project including, but not limited to, landscape corridors along roadways, median islands within roadways, future park sites, school sites, open space parcels either publicly maintained or privately maintained by the owner/applicant, etc. in accordance the Folsom Plan Area Specific Plan Environmental Impact Report. The reclaimed water pipe conveyance and irrigation systems shall be designed and maintained by the owner/applicant to accommodate the future conversion of these irrigation systems from potable water to non-potable water at such time the non-potable water systems is constructed and installed in accordance with the 2014 FPA Recycled Water Analysis 2.0. The owner/applicant shall include the reclaimed water pipe conveyance and irrigation systems on all future landscape plans within the project to the satisfaction of the City.</p>	I	CD (E) (P) EWR, PK	The owner/applicant has constructed reclaimed water pipelines within the subdivision. These pipelines will be connected to a potable water source until a recycled water source is available. These pipelines have been planned to serve the landscape corridors within the subdivision.	Yes

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111.		<p>Landscaping Plans Final landscape plans and specifications shall be prepared by a registered landscape architect and approved by the City prior to the approval of improvement plans. Said plans shall include all on-site landscape specifications and details, and shall comply with all State and local rules, regulations, Governor’s declarations and restrictions pertaining to water conservation and outdoor landscaping.</p> <p>Landscaping shall meet shade requirements as outlined in the <u>Folsom Municipal Code Chapter 17.57</u> where applicable. The landscape plans shall comply and implement water efficient requirements as adopted by the State of California (Assembly Bill 1881) (State Model Water Efficient Landscape Ordinance) until such time the City of Folsom adopts its own Water Efficient Landscape Ordinance at which time the owner/applicant shall comply with any new ordinance. Shade and ornamental trees shall be maintained according to the most current American National Standards for Tree Care Operations (ANSI A-300) by qualified tree care professionals. Tree topping for height reduction, view protection, light clearance or any other purpose shall not be allowed. Specialty-style pruning, such as pollarding, shall be specified within the approved landscape plans and shall be implemented during a 5-year establishment and training period. Landscaping installed in open spaces located between tiers of lots shall be chosen for resistance to fire and limited fuel production.</p> <p>Furthermore, the owner/applicant shall comply with city-wide landscape rules or regulations on water usage. Owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions on all landscaping in the Broadstone Estates Project.</p>	I, OG	CD(P), PW	The Owner/applicant has prepared a landscape plan for all supporting backbone roadways and detention basins. The plans are in accordance with all City requirements and Design Guidelines for the Folsom Plan Area	Yes
112.		<p>Right of Way Landscaping Landscaping along all road rights of way and in public open space lots shall be installed when the adjoining road or lots are constructed.</p>	I, OG	CD(P), PW	Landscaping will soon be under construction and the owner/applicant has provided security to guarantee the completion of the landscaping improvements along adjoining roadways.	Yes

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MAP REQUIREMENTS						
113.		<p><i>Subdivision Improvement Agreement</i> Prior to the approval of any Final Map, the owner/applicant shall enter into a subdivision improvement agreement with the City, identifying all required improvements, if any, to be constructed with each proposed phase of development. The owner/applicant shall provide security acceptable to the City, guaranteeing construction of the improvements.</p>	M	CD(E)	The required subdivision improvement agreement is included as part of the City staff report accompanying the final map for City Council approval. The resolution approving the final map for this subdivision includes a statement authorizing the City Manager to execute the subdivision improvement agreement for the subdivision along with approval of the final map.	Yes
114.		<p><i>Hillsdale Drive Lots 30 through 35 Inclusive</i> Lots 30 through 35, inclusive, shall not be created with a final map until such time as one of the following access options has been provided:</p> <ol style="list-style-type: none"> 1. An Emergency Vehicle Access Easement (EVA) (as shown on the Preliminary Off Site Infrastructure Plan) from the terminus of Hinsdale Drive, across the adjoining Russell Ranch property and joining the EVA located along the easterly side of Lot 29 2. Hinsdale Drive through the adjoining Russell Ranch Subdivision has been constructed, 3. A temporary turnaround has been constructed at the end of Hinsdale Drive. Any such turn-around will be subject to review and approval of the Fire Department. 			The Russell Ranch Phase 3 subdivision improvements have already been constructed by the adjoining owner/applicant and the required improvements in this subdivision are therefore no longer required.	Yes

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115.		<p><i>The Final Inclusionary Housing Plan</i> The Final Inclusionary Housing Plan and Final Inclusionary Housing Agreement as approved by the City Council shall be executed prior to recordation of the first Final Map for the Broadstone Estates Subdivision.</p>	M	CD (P)(E)	The owner/applicant has executed an Inclusionary Housing Agreement with the City. The agreement allows the owner/applicant to provide an in-lieu fee assigned to each building permit in the subdivision. The in-lieu housing fee will be paid at the time of building permit issuance.	Yes
116.		<p><i>Homeowner's Association</i> The owner/applicant shall form a Homeowners Association for the ownership and maintenance of all landscaped open spaces and common areas on hillsides, slopes etc. (Lots A through G, I, and L), and all sound walls located along the northerly side of the subdivision. In addition, CC&R's shall be prepared by the owner/applicant and shall be subject to review and approval by the Community Development Department for compliance with this approval and with the Folsom Municipal Code and adopted policies, prior to the recordation of the Final Map.</p>	M	CD (P)(E)	The owner/applicant has formed a Homeowner's Association for the ownership and maintenance of the open space and common area lots within the subdivision.	Yes

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117.	3A 2-6	<p>Conditions, Covenants, and Restrictions (CC&Rs) The owner/applicant shall disclose to the homebuyers in the Covenants, Conditions, and Restrictions (CC&Rs) and in the Department of Real Estate Public Report</p> <ol style="list-style-type: none"> 1) The soil in the subdivision may contain naturally occurring asbestos. 2) The collecting, digging, or removal of any stone, artifact, or other prehistoric or historic object located in public or open space areas, and the disturbance of any archaeological site or historic property, is prohibited. 3) The project site is located within close proximity to the Mather Airport flight path and that overflight noise may be present at various times. 4) That all properties located within one mile of an on- or off-site area zoned or used for agricultural use (including livestock grazing) shall be accompanied by written disclosure from the transferor, in a form approved by the City of Folsom, advising any transferee of the potential adverse odor impacts from surrounding agricultural operations which disclosure shall direct the transferee to contact the County of Sacramento concerning any such property within the County zoned for agricultural uses within one mile of the subject property being transferred. 5) All sound walls are located on Open Space property owned and maintained by the Homeowners Association. These walls cannot be altered by the adjoining homeowners. 	M	CD (P) PK	The owner/applicant has provided copies of their proposed CC&R's, which contain provisions in accordance with the Items #1-3 and #5 listed in this condition of approval. Item #4 does not apply to this subdivision.	Yes

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118.		<p>Financing Districts The owner/applicant shall form a Landscape and Lighting Assessment District, a Community Services District, and/ or a Home Owners Association, which shall be responsible for maintenance of all common areas, maintenance of all on-site landscaping, maintenance of storm drainage facilities, maintenance of storm water detention/detention basins and associated channels, maintenance of water quality ponds, and maintenance of any other site facilities in the subdivision throughout the life of the project to the satisfaction of the Community Development Department. Vegetation or plant spacing shall not be less than that depicted on the final landscape plan, unless tree removal is approved by the Community Development Department because the spacing between trees will be too close on center as they mature.</p>	M	CD (P) CD (E)	The City has formed CFD 18, a Maintenance CFD which shall be responsible for maintenance of all backbone infrastructure, drainage facilities, street lighting and landscaping. The assessments for CFD 18 will be triggered at the issuance of a building permit.	Yes
119.		<p>Public Utility Easements The owner/applicant shall dedicate public utility easements for underground facilities on properties adjacent to the streets. A minimum of twelve and one-half-foot (12.5') wide Public Utility Easements for underground facilities (i.e., SMUD, Pacific Gas and Electric, cable television, telephone) shall be dedicated adjacent to all private and public street rights-of-way. The owner/applicant shall dedicate additional width to accommodate extraordinary facilities as determined by the City. The width of the public utility easements adjacent to public and private right of way may be reduced with prior approval from public utility companies.</p>	M	CD (E)	The owner/applicant has dedicated a 12.5' PUE along all roadway utility corridors as well as internal streets within the subdivision. The public utility easements are shown on the final map	Yes
120.		<p>Backbone Infrastructure As provided for in the ARDA and the Amendment No. 1 thereto, the owner/applicant shall provide fully executed grant deeds, legal descriptions, and plats for all necessary Backbone Infrastructure to serve the project, including but not limited to lands, public rights of way, public utility easements, public water main easements, public sewer easements, irrevocable offers of dedication and temporary construction easements. All required easements as listed necessary for the Backbone Infrastructure shall be reviewed and approved by the City and recorded with the Sacramento County Recorder pursuant to the timing requirements set forth in Section 3.8 of the ARDA.</p>	M	CD (E)	Previous developers in the FPA provided all necessary public utility easements, grant deeds, offers of dedication or temporary construction easements required to build all of the required Backbone Infrastructure needed to serve the subdivision. These were recorded with Sacramento County Recorder within either a Large Lot Final Map or by separate instrument	Yes

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121.		<p><i>New Permanent Benchmarks</i> The owner/applicant shall provide and establish new permanent benchmarks on the (NAVD 88) datum in various locations within the subdivision or at any other locations in the vicinity of the off-site Backbone Infrastructure as directed by the City Engineer. The type and specifications for the permanent benchmarks shall be provided by the City. The new benchmarks shall be placed by the owner/applicant within 6 months from the date of approval of the vesting tentative subdivision map.</p>	M	CD (E)	The owner/applicant has installed one (1) new benchmark per the direction of the City Engineer and have been shown on the subdivision improvement plans.	Yes
122.		<p><i>Maintenance Plan Final Approval</i> No final map will be accepted by the city for processing and review until such time that the Open Space Management and Financing Plan, the Drainage Facilities Maintenance and Financing Plan and the Parks, Trails, Landscape Corridors, Medians and Open Space Maintenance Community Facilities District is formed and approved by the City Council.</p>	M	CD (E)	The City Council adopted Resolution No. 9666 and 9667 for the formation of CFD No. 18, which includes the special tax assessments for all of the items listed in this condition. All of the required CFD's included in this condition have been established and approved by the City Council.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
123.		<p>Community Facilities Districts and Financing Plans Prior to approval of the first small lot final map and in accordance with Amendment No. 1 of the ARDA and any further amendments thereto, the owner/applicant is required to complete the following:</p> <ul style="list-style-type: none"> • Formation and approval by the City Council of the Sewer and Water CFD, • Formation and approval by the City Council of the Aquatic Center CFD, • Formation and approval by the City Council of the Parks, Trails, Landscape Corridors, Medians and Open Space Maintenance CFD, • Formation and approval by the City Council of the Storm Drainage Maintenance CFD (unless such drainage maintenance is included in the Services CFD) , • Formation and approval by the City Council of the Street Maintenance District/Lighting Maintenance District CFD (unless such street maintenance is included in the Services CFD) • Formation and approval by the City Council of the Open Space Management and Financing Plan. • Formation and approval by the City Council of the Drainage Facilities Maintenance and Financing Plan 	M	CD (E)	The City Council adopted Resolution No. 9666 and 9667 for the formation of CFD No. 18, which includes the special tax assessments for all of the items listed in this condition. All of the required CFD's included in this condition have been established and approved by the City Council.	Yes
124.	4.7-1 3A 18-1	<p>Water Supply Availability The owner/applicant shall submit proof of compliance with Government Code Section 66473.7 (SB 221) by demonstrating the availability of a reliable and sufficient water supply from a public water system for the amount of development that would be authorized by the final subdivision map. Such a demonstration shall consist of information showing that both existing sources are available or needed supplies and improvements will be in place prior to occupancy. The written proof of compliance shall be provided to the City and approved by the City prior to approval of any final map.</p>	M	CD (E) Utilities	The owner/applicant has constructed the necessary infrastructure to provide potable water to this subdivision. The potable water infrastructure will be approved by the City prior to issuance of the first building permit in this subdivision in compliance with this condition.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
125.	3A 18-2a	<p><i>Submit Proof of Adequate Off-Site Water Conveyance Facilities and Implement Off-Site Infrastructure Service System or Ensure That Adequate Financing Is Secured.</i></p> <p>The owner/applicant shall submit proof to the City of Folsom that an adequate off-site water conveyance system either has been constructed or is ensured to the City's satisfaction. The off-site water conveyance infrastructure sufficient to provide adequate service to the project shall be in place for the amount of development identified in the tentative map before approval of a final subdivision map and issuance of building permits for all project phases, or their financing shall be ensured to the satisfaction of the City. A building permit shall not be issued for any building within the project until the water conveyance infrastructure sufficient to serve such building has been constructed and is in place to the satisfaction of the City.</p>	M, B, O	CD (E) (B), PW	The off-site potable water infrastructure for this subdivision has been constructed to serve this subdivision. The City has verified that the off-site potable water infrastructure is adequate to serve this subdivision.	Yes
126.	3A 16-3	<p><i>Demonstrate Adequate SRWTP Wastewater Treatment Capacity.</i></p> <p>The owner/applicant shall demonstrate adequate capacity at the Sacramento Regional Water Treatment Plant for new wastewater flows generated by the project. This shall involve preparing a tentative map-level study and paying connection and capacity fees as identified by Sacramento Regional County Sanitation District. Approval of the final map and issuance of building permits for all project phases shall not be granted until the City verifies adequate Sacramento Regional Water Treatment Plant capacity is available for the amount of development identified in the tentative map. The written approval from the Sacramento Regional County Sanitation District shall be provided to the City.</p>	M, B	CD (E) (B), PW	The City obtained a letter from Regional San which provides verification that there is adequate capacity in the existing Regional San conveyance and treatment system to accommodate the entire Folsom Plan Area at buildout.	Yes
127.	3A 16-1	<p><i>Submit Proof of Adequate On- and Off-Site Wastewater Conveyance Facilities and Implement On- and Off-Site Infrastructure Service Systems or Ensure That Adequate Financing Is Secured.</i></p> <p>The owner/applicant shall submit proof to the City of Folsom that an adequate wastewater conveyance system either has been constructed or is ensured through payment or other sureties to the City's satisfaction. Both on-site wastewater conveyance infrastructure and off-site force main sufficient to provide adequate service to the project shall be in place for the amount of development identified in the tentative map before approval of the final map and issuance of building permits for all project phases, or their financing shall be ensured to the satisfaction of the City.</p>	M, B	CD (E) (B) PW	The owner/applicant has constructed the on-site and off-site sewer infrastructure to serve this subdivision. The off-site infrastructure includes the sewer trunk main, the Alder Creek Parkway sewer lift station and forced main.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
128.		<p>Centralized Mail Delivery Units All Final Maps shall show easements or other mapped provisions for the placement of centralized mail delivery units. The owner/applicant shall provide a concrete base for the placement of any centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the U. S. Postal Service and the City of Folsom Community Development Department, with due consideration for street light location, traffic safety, security, and consumer convenience.</p>	M	CD (E)	The Final Map includes an easement that allows for the construction and maintenance of centralized mail delivery boxes.	Yes
129.		<p>Street Names The street names identified below shall be used for the small lot final map:</p> <p>Dewy Oak Drive Hinsdale Drive Dehone Drive Purple Sage Drive Rocky Hills Drive Spotted Dog Court</p>	M	CD (E)	The Final Map for this subdivision contains names chosen from the approved list.	Yes
130.		<p>Credit Reimbursement Agreement Prior to the recordation of the first final map, the owner/applicant and City shall enter into a credit and reimbursement agreement for constructed improvements that are included in the Folsom Plan Area's Public Facilities Financing Plan.</p>	M	CD (E)	The owner/applicant has entered into a SPIF Credit/Reimbursement Agreements with the City for eligible improvements constructed by the owner/applicant.	Yes

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
BUILDING PERMIT REQUIREMENTS						
131.	3A.4-2a	<p><i>Implement Additional Measures to Reduce Operational GHG Emissions.</i></p> <p>Energy Efficiency</p> <ul style="list-style-type: none"> ▶ Include clean alternative energy features to promote energy self-sufficiency (e.g., photovoltaic cells, solar thermal electricity systems, small wind turbines). ▶ Design buildings to meet CEC Tier II requirements (e.g., exceeding the requirements of the Title 24 [as of 2007] by 35%). ▶ Site buildings to take advantage of shade and prevailing winds and design landscaping and sun screens to reduce energy use. ▶ Install efficient lighting in all buildings (including residential). Also install lighting control systems, where practical. Use daylight as an integral part of lighting systems in all buildings. ▶ Install light-colored “cool” pavements, and strategically located shade trees along all bicycle and pedestrian routes. <p>Water Conservation and Efficiency</p> <ul style="list-style-type: none"> ▶ With the exception of ornamental shade trees, use water-efficient landscapes with native, drought-resistant species in all public area and commercial landscaping. Use water-efficient turf in parks and other turf-dependent spaces. ▶ Install the infrastructure to use reclaimed water for landscape irrigation and/or washing cars. ▶ Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls. <ul style="list-style-type: none"> ▶ Design buildings and lots to be water-efficient. Only install water-efficient fixtures and appliances. 	B	CD (P)(B)	These measures will be implemented with the home design and construction.	Condition will be satisfied prior to issuance of a building permit.

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131. Cont.	3A.4-2a	<ul style="list-style-type: none"> ▶ Restrict watering methods (e.g., prohibit systems that apply water to nonvegetated surfaces) and control runoff. Prohibit businesses from using pressure washers for cleaning driveways, parking lots, sidewalks, and street surfaces. These restrictions should be included in the Covenants, Conditions, and Restrictions of the community. ▶ Provide education about water conservation and available programs and incentives. ▶ To reduce stormwater runoff, which typically bogs down wastewater treatment systems and increases their energy consumption, construct driveways to single-family detached residences and parking lots and driveways of multifamily residential uses with pervious surfaces. Possible designs include Hollywood drives (two concrete strips with vegetation or aggregate in between) and/or the use of porous concrete, porous asphalt, turf blocks, or pervious pavers. <p>Solid Waste Measures</p> <ul style="list-style-type: none"> ▶ Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard). ▶ Provide interior and exterior storage areas for recyclables and green waste at all buildings. ▶ Provide adequate recycling containers in public areas, including parks, school grounds, golf courses, and pedestrian zones in areas of mixed-use development. ▶ Provide education and publicity about reducing waste and available recycling services. <p>Transportation and Motor Vehicles</p> <ul style="list-style-type: none"> ▶ Promote ride-sharing programs and employment centers (e.g., by designating a certain percentage of parking spaces for ride-sharing vehicles, designating adequate passenger loading and unloading zones and waiting areas for ride-share vehicles, and providing a Web site or message board for coordinating ride-sharing). ▶ Provide the necessary facilities and infrastructure in all land use types to encourage the use of low- or zero-emission vehicles (e.g., electric vehicle charging facilities and conveniently located alternative fueling stations). 	B			

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
132.		<p>Recorded Final Map Prior to the issuance of building permits, the owner/applicant shall provide a digital copy of the recorded Final Map (in AutoCAD format) to the Community Development Department.</p>	B	CD (E)	The Community Development Department will require the copies of the recorded final map to be submitted prior to approval of the first building permit in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
133.		<p>Recorded Final Map Prior to issuance of building permits, the owner/applicant shall provide the Folsom-Cordova Unified School District with a copy of the recorded Final Map.</p>	B	CD (P) FCUSD	The Community Development Department will require the copies of the recorded final map to be submitted to the Folsom-Cordova Unified School District prior to approval of the first building permit in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
134.		<p>Infrastructure Improvements Timing All on and off-site subdivision and Backbone Infrastructure improvements required to serve this project and any subsequent phase of the project, including but not limited to, roadway and transportation improvements, sanitary sewer, water, storm drainage, water quality/detention basins, etc. shall be completed to the satisfaction of the City prior to issuance of the first building permit within the project.</p>	B	CD (E)	All of the required on-site and off-site improvements necessary to serve this subdivision have either been constructed and accepted by the City or are bonded for in the subdivision improvement agreement for this subdivision.	Condition will be satisfied prior to issuance of a building permit.

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
135.	3A.11-5	<p><i>Implement Measures to Reduce Noise from Project-Generated Stationary Sources.</i></p> <p>The owner/applicant shall implement the following measures to reduce the effect of noise levels generated by on-site stationary noise sources that would be located within 600 feet of any noise-sensitive receptor:</p> <ul style="list-style-type: none"> ▶ Routine testing and preventive maintenance of emergency electrical generators shall be conducted during the less sensitive daytime hours (i.e., 7:00 a.m. to 6:00 p.m.). All electrical generators shall be equipped with noise control (e.g., muffler) devices in accordance with manufacturers' specifications. ▶ External mechanical equipment associated with buildings shall incorporate features designed to reduce noise emissions below the stationary noise source criteria. These features may include, but are not limited to, locating generators within equipment rooms or enclosures that incorporate noise-reduction features, such as acoustical louvers, and exhaust and intake silencers. Equipment enclosures shall be oriented so that major openings (i.e., intake louvers, exhaust) are directed away from nearby noise-sensitive receptors. 	B	CD (P)(B)	The Community Development Department will review and proposed plans for stationary noise sources in the subdivision. At this time there are no proposed noise generating noise sources in the subdivision	Condition will be satisfied prior to issuance of a building permit.
136.		<p><i>Design Review Approval</i></p> <p>Prior to issuance of a building permit for any residential units within the subdivision, the owner/applicant shall obtain Design Review approval from the Planning Commission for all residences to be built within the subdivision. If the architecture is not consistent with the Broadstone Estates Design Guidelines, the owner applicant may modify the plans or apply for a modification to the Design Guidelines to be approved by the Planning Commission.</p>	B	CD (P)	The Planning Commission will review and approve all future design reviews for the proposed structures in this subdivision prior to issuance of a building permit.	Condition will be satisfied prior to issuance of a building permit.
137.	3A.7-5	<p><i>Divert Seasonal Water Flows Away from Building Foundations.</i></p> <p>The owner/applicant shall either install subdrains (which typically consist of perforated pipe and gravel, surrounded by nonwoven geotextile fabric), or take such other actions as recommended by the geotechnical or civil engineer for the project that would serve to divert seasonal flows caused by surface infiltration, water seepage, and perched water during the winter months away from building foundations.</p>	B	CD (B)(P)	The Community Development Department will review and approve all site plans for each and every residential structure in the subdivision to verify compliance.	Condition will be satisfied prior to issuance of a building permit.

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138.		<p>FCUSD Fees The owner/applicant agrees to pay to the Folsom Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with Section 65970 of the Government Code; and sections 65995, 65995.5, and 65995.7 of the Government Code.</p>	B	CD (B)	The Community Development Department will review and approve all building permits in the subdivision and verify that all required school fees are paid.	Condition will be satisfied prior to issuance of a building permit.
<p align="center">TRAFFIC, ACCESS, CIRCULATION, AND PARKING REQUIREMENTS</p> <p>It should be noted that many of the Transportation, Traffic, and Circulation mitigation measures identified below will be satisfied through the payment of fees. Below is a brief summary of the fee types and their purpose. The acronyms for each fee type noted below are further noted in the Implementation Schedule column of each applicable mitigation measure to clarify how each mitigation measure is anticipated to be satisfied.</p> <p>Public Facilities Financing Plan (PFFP): In January of 2014, the City of Folsom adopted the PFFP for the Folsom Plan Area which detailed all the infrastructure components to address full build out of the Plan Area. The PFFP includes various techniques including development fees to fund the necessary infrastructure. The City is currently in the process of preparing and adopting implementing ordinances and a nexus study required by State law to impose the associated development fees.</p> <p>Included in the PFFP are a number roadway projects including the Highway Interchanges that the White Rock Springs Ranch project will have cumulative impacts on within the Folsom Plan Area. The PFFP was designed to satisfy the “fair share” financing of all the Plan Area’s backbone roadway system. Participating in this fee program will satisfy numerous roadway mitigation measures as shown in the MMRP table.</p> <p>Sacramento County Transportation Development Fee (SCTDF) contribution: The City is establishing a “fair share” fee to mitigate roadway impacts outside the project boundaries and within unincorporated Sacramento County. This fee will be included in the City Facilities portion of the Public Facilities Financing Plan program and will be collected at the time of building permit issuance. The basis for the calculation of the fee is a report entitled, “Fair Share Cost Allocation Sacramento County & City of Folsom” dated January 2, 2014.</p> <p>Cal Trans/ City Memorandum of Understanding (Cal Trans MOU): The City of Folsom and Cal Trans entered into an MOU on December 17, 2014 to establish a fee mechanism to address the “fair share” impacts to Highway 50. The MOU identifies all the highway improvements for which there are mitigation measures and potential construction projects to address them. The City will establish a fee in the City Facilities portion of the Public Facilities Financing Plan and it will be collected at the time of building permit issuance.</p>						

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
139	3A 15-4b,d	<p>East Bidwell/Iron Point Prior to issuance of a building permit, the owner/applicant shall pay a fair share fee to the City of Folsom towards the modification to the westbound approach to the East Bidwell Street/Iron Point Road intersection to include three left-turn lanes, two through lanes, and one right-turn lane.</p>	B	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF) – Offsite Road Set Aside Fee.	Condition will be satisfied prior to issuance of a building permit
140.	3A 15-4f	<p>Empire Ranch Road/Iron Point Road Intersection To ensure that the Empire Ranch Road / Iron Point Road intersection operates at a LOS D or better, all of the following improvements are required:</p> <ul style="list-style-type: none"> • The eastbound approach shall be reconfigured to consist of one left-turn lane, two through lanes, and a right-turn lane. • The westbound approach shall be reconfigured to consist of two left-turn lanes, one through lane, and a through-right lane. • The northbound approach shall be reconfigured to consist of two left-turn lanes, three through lanes, and a right-turn lane. • The southbound approach shall be reconfigured to consist of two left-turn lanes, three through lanes, and a right-turn lane. <p>The owner/applicant shall pay its proportionate share of funding of improvements.</p>	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF) – Offsite Road Set Aside Fee.	Condition will be satisfied prior to issuance of a building permit
141,	3A 15-1s	<p>US 50 from Sunrise Boulevard to East Bidwell Street/Scott Road Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Sunrise Boulevard to East Bidwell Street/Scott Road (Freeway Segment 4). To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Folsom Boulevard and Prairie City Road an auxiliary lane shall be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by the owner/applicant, to reduce the impacts to Eastbound U.S. 50 between Sunrise Boulevard to East Bidwell Street/Scott Road (Freeway Segment 4).</p>	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit

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142.	3A 15-1u	<i>Westbound U.S. 50 between Prairie City Road and Folsom Boulevard</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS between Prairie City Road and Folsom Boulevard, an auxiliary lane shall be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by the owner/applicant, to reduce the impacts to Westbound U.S. 50 between Prairie City Road and Folsom Boulevard.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
143.	3A 15-1x	<i>U.S. 50 Eastbound/Prairie City Road Diverge</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City Road off-ramp diverge, an auxiliary lane from the Folsom Boulevard merge shall be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Eastbound/Prairie City Road diverge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
144.	3A 15-1y	<i>U.S. 50 Eastbound/Prairie City Road Direct Merge</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City Road on-ramp direct merge, an auxiliary lane to the East Bidwell Street – Scott Road diverge shall be constructed. This auxiliary lane improvement included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Eastbound/Prairie City Road direct merge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
145.	3A 15-1z	<i>U.S. 50 Eastbound/Prairie City Road Flyover On-Ramp to Oak Avenue Parkway Off-Ramp Weave</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City Road flyover on-ramp to Oak Avenue Parkway off-ramp weave, an improvement acceptable to Caltrans shall be implemented to eliminate the unacceptable weaving conditions. Such an improvement may involve a “braided ramp”. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Eastbound / Prairie City Road flyover on-ramp to Oak Avenue Parkway off-ramp weave.	B (PFFP)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit

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146.	3A 15-1aa	<i>U.S. 50 Eastbound/Oak Avenue Parkway Loop Merge</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Oak Avenue Parkway loop merge, an auxiliary lane to the East Bidwell Street – Scott Road diverge shall be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Eastbound/ Oak Avenue Parkway loop merge (Freeway Merge 9).	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
147.	3A 15-1dd	<i>U.S. 50 Westbound/Empire Ranch Road Loop Ramp Merge</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS, the northbound Empire Ranch Road loop on-ramp should start the westbound auxiliary lane that ends at the East Bidwell Street – Scott Road off ramp. The slip on-ramp from southbound Empire Ranch Road would merge into this extended auxiliary lane. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Westbound/Empire Ranch Road loop ramp merge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
148.	3A 15-1ee	<i>U.S. 50 Westbound/Oak Avenue Parkway Loop Ramp Merge</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS, the northbound Oak Avenue Parkway loop on-ramp should start the westbound auxiliary lane that ends at the Prairie City Road off-ramp. The slip on-ramp from southbound Oak Avenue Parkway would merge into this extended auxiliary lane. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Westbound/Oak Avenue Parkway loop ramp merge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
149.	3A 15-1ff	<i>U.S. 50 Westbound/Prairie City Road Loop Ramp Merge</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Prairie City Road loop ramp merge, an auxiliary lane to the Folsom Boulevard off ramp diverge shall be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to reduce the impacts to the U.S. 50 Westbound/Prairie City Road Loop Ramp Merge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
150.	3A-15-1gg	<i>U.S. 50 Westbound/Prairie City Road Direct Ramp Merge</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Prairie City Road direct ramp merge, an auxiliary lane to the Folsom Boulevard off ramp diverge shall be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements, to reduce the impacts to the U.S. 50 Westbound/Prairie City Road direct ramp merge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
151.	3A 15-4t	<i>Eastbound US 50 between Prairie City Road and Oak Avenue Parkway</i> To ensure that Eastbound US 50 operates at an acceptable LOS between Prairie City Road and Oak Avenue Parkway, the northbound Prairie City Road slip on-ramp should merge with the eastbound auxiliary lane that extends to and drops at the Oak Avenue Parkway off ramp and the southbound Prairie City Road flyover on-ramp should be braided over the Oak Avenue Parkway off ramp and start an extended full auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to Eastbound U.S. 50 between Prairie City Road and Oak Avenue Parkway.	B (pay PFFP/ Interchange fee)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
152.	3A 15-4u	<i>U.S. 50 Eastbound / Prairie City Road Slip Ramp Merge.</i> To ensure that Eastbound US 50 operates at an acceptable LOS, the northbound Prairie City Road slip on-ramp should start the eastbound auxiliary lane that extends to and drops at the Oak Avenue Parkway off ramp (see mitigation measure 3A.15-4u, w and x), and the southbound Prairie City Road flyover on-ramp should be braided over the Oak Avenue Parkway off ramp and start an extended full auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to the U.S. 50 Eastbound / Prairie City Road slip ramp merge.	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
153.	3A 15-4v	<p><i>U.S. 50 Eastbound / Prairie City Road Flyover On-ramp to Oak Avenue Parkway Off Ramp Weave</i> To ensure that Eastbound US 50 operates at an acceptable LOS, the northbound Prairie City Road slip on-ramp should start the eastbound auxiliary lane that extends to and drops at the Oak Avenue Parkway off ramp (see mitigation measure 3A.15-4u, v and x), and the southbound Prairie City Road flyover on-ramp should be braided over the Oak Avenue Parkway off ramp and start an extended full auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by the owner/applicant, to reduce the impacts to the U.S. 50 Eastbound / Prairie City Road Flyover On-ramp to Oak Avenue Parkway Off Ramp Weave.</p>	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
154.	3A 15-4w	<p><i>U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge</i> To ensure that Eastbound US 50 operates at an acceptable LOS, the southbound Oak Avenue Parkway loop on-ramp should merge with the eastbound auxiliary lane that starts at the southbound Prairie City Road braided flyover on-ramp and ends at the East Bidwell Street – Scott Road off ramp (see mitigation measure 3A.15-4u, v and w). Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by the owner/applicant, to reduce the impacts to U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge.</p>	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
155.	3A 15-4x	<p><i>U.S. 50 Westbound / Empire Ranch Road Loop Ramp Merge</i> To ensure that Westbound US 50 operates at an acceptable LOS, the northbound Empire Ranch Road loop on-ramp should start the westbound auxiliary lane that ends at the East Bidwell Street – Scott Road off ramp. The slip on-ramp from southbound Empire Ranch Road slip ramp would merge into this extended auxiliary lane. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to the U.S. 50 Westbound / Empire Ranch Road loop ramp merge.</p>	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
156.	3A 15-4y	<i>U.S. 50 Westbound / Prairie City Road Loop Ramp Merge.</i> To ensure that Westbound US 50 operates at an acceptable LOS, the northbound Prairie City Road loop on-ramp should start the westbound auxiliary lane that continues beyond the Folsom Boulevard off ramp. The slip on-ramp from southbound Prairie City Road slip ramp would merge into this extended auxiliary lane. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to the U.S. 50 Westbound / Prairie City Road Loop Ramp Merge.	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit.
157.	3A 15-2a	<i>Provide Options for Alternative Transportation Modes.</i> The owner/applicant for any particular discretionary development application shall participate in capital improvements and operating funds for transit service to increase the percent of travel by transit. The project's fair-share participation and the associated timing of the improvements and service shall be identified in the project conditions of approval and/or the project's development agreement. Improvements and service shall be coordinated, as necessary, with Folsom Stage Lines and Sacramento RT.	B (pay PFFP fee and Transit fee)	CD (E), PW	The condition is satisfied with the payment of the Transit Fee.	Condition will be satisfied prior to issuance of a building permit.
158	3A 15-1a	<i>Folsom Boulevard/Blue Ravine Road Intersection</i> To ensure that the Folsom Boulevard/Blue Ravine Road intersection operates at an acceptable LOS, the eastbound approach shall be reconfigured to consist of two left-turn lanes, one through lane, and one right-turn lane. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to the Folsom Boulevard/Blue Ravine Road intersection	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF) – Offsite Road Set Aside Fee collected prior to building permit issuance.	Condition will be satisfied prior to issuance of a building permit.
159.	3A 15-1b	<i>Sibley Street/ Blue Ravine Road Intersection</i> To ensure that the Sibley Street/Blue Ravine Road intersection operates at an acceptable LOS, the northbound approach shall be reconfigured to consist of two left-turn lanes, two through lanes, and one right-turn lane. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by the owner/applicant, to reduce the impacts to the Sibley Street/Blue Ravine Road intersection	B (pay PFFP fee)	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF) – Offsite Road Set Aside Fee collected prior to building permit issuance.	Condition will be satisfied prior to issuance of a building permit.

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
160.	3A.15-1i	<p><i>Grant Line Road/White Rock Road Intersection and to White Rock Road widening between the Rancho Cordova City limit to Prairie City Road</i></p> <p>Improvements shall be made to ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable LOS. The currently County proposed White Rock Road widening project will widen and realign White Rock Road from the Rancho Cordova City limit to the El Dorado County line (this analysis assumes that the Proposed Project and build alternatives will widen White Rock Road to five lanes from Prairie City Road to the El Dorado County Line). This widening includes improvements to the Grant Line Road intersection and realigning White Rock Road to be the through movement. The improvements include two eastbound through lanes, one eastbound right turn lane, two northbound left turn lanes, two northbound right turn lanes, two westbound left turn lanes and two westbound through lanes. This improvement also includes the signalization of the White Rock Road and Grant Line Road intersection. With implementation of this improvement, the intersection would operate at an acceptable LOS A. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/White Rock Road intersection</p>	B (pay SCTDF)	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
161	3A.15-1o	<p><i>Eastbound U.S. 50 as an alternative to improvements at the Folsom Boulevard/U.S. 50 Eastbound Ramps Intersection</i></p> <p>The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Folsom Boulevard/U.S. 50 Eastbound Ramps intersection (Caltrans Intersection 4). To ensure that the Folsom Boulevard/U.S. 50 eastbound ramps intersection operates at an acceptable LOS, auxiliary lanes should be added to eastbound U.S. 50 from Hazel Avenue to east of Folsom Boulevard. This was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project.</p>	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
162.	3A.15-1p	<i>Grant Line Road/ State Route 16 Intersection</i> To ensure that the Grant Line Road/State Route 16 intersection operates at an acceptable LOS, the northbound and southbound approaches shall be reconfigured to consist of one left-turn lane and one shared through/right-turn lane. Protected left-turn signal phasing shall be provided on the northbound and southbound approaches. Improvements to the Grant Line Road/State Route 16 intersection are contained within the County Development Fee Program, and are scheduled for Measure A funding. Improvements to this intersection shall be implemented by Caltrans, Sacramento County, and the City of Rancho Cordova. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/State Route 16 intersection.	B (Caltrans MOU) SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
163.	3A.15-1q	<i>Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Zinfandel Drive and Sunrise Boulevard, a bus/carpool (HOV) lane shall be constructed. This improvement is currently planned as part of the Sacramento 50 Bus-Carpool Lane and Community Enhancements Project. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
164.	3A.15-1r	<i>Eastbound U.S. 50 between Hazel Avenue and Folsom Boulevard</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Hazel Avenue and Folsom Boulevard, an auxiliary lane shall be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Hazel Avenue and Folsom Boulevard	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
165.	3A.15-1v	<i>Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS between Hazel Avenue and Sunrise Boulevard, an auxiliary lane shall be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project, and included in the proposed Rancho Cordova Parkway interchange project. Improvements to this freeway segment shall be implemented by Caltrans. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
166.	3A.15-1w	<i>U.S. 50 Eastbound/Folsom Boulevard Ramp Merge</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Folsom Boulevard merge, an auxiliary lane from the Folsom Boulevard merge to the Prairie City Road diverge shall be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the U.S. 50 Eastbound/Folsom Boulevard Ramp Merge	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
167.	3A.15-1hh	<i>U.S. 50 Eastbound/Folsom Boulevard</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Folsom Boulevard Diverge, an auxiliary lane from the Prairie City Road loop ramp merge shall be constructed. Improvements to this freeway segment shall be implemented by Caltrans. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by the owner/applicant, to reduce the impacts to the U.S. 50 Eastbound / Folsom Boulevard diverge	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
168.	3A.15-1ii	<i>U.S. 50 Westbound/Hazel Avenue Direct Ramp Merge</i> To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Hazel Avenue direct ramp merge, an auxiliary lane to the Sunrise Boulevard off ramp diverge shall be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The owner/applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the U.S. 50 Westbound/Hazel Avenue direct ramp merge.	B (Caltrans MOU)	CD (E), PW	The condition is satisfied with the payment of the Highway 50 Improvement Fee.	Condition will be satisfied prior to issuance of a building permit
169.	3A.15-2b	<i>Participate in the City's Transportation System Management Fee Program</i> The owner/applicant for any particular discretionary development application shall pay an appropriate amount into the City's existing Transportation System Management Fee Program to reduce the number of single-occupant automobile travel on area roadways and intersections.	B	CD (E), PW	The condition is satisfied with the payment of the Transit Fee.	Condition will be satisfied prior to issuance of a building permit
170.	3A.15-3	<i>Pay Full Cost of Identified Improvements that Are Not Funded by the City's Fee Program.</i> In accordance with Measure W, the owner/applicant for any particular discretionary development application shall provide fair-share contributions to the City's transportation impact fee program to fully fund improvements only required because of the Specific Plan.	B (Caltrans MOU, PFFP fee, SCTDF)	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF) and the Specific Plan Infrastructure Fee (SPIF).	Condition will be satisfied prior to issuance of a building permit
171.	3A.15-4a	<i>Sibley Street/Blue Ravine Road Intersection</i> To ensure that the Sibley Street/Blue Ravine Road intersection operates at a LOS D with less than the Cumulative No Project delay, the northbound approach shall be reconfigured to consist of two left-turn lanes, two through lanes, and one dedicated right-turn lane. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to the Sibley Street/Blue Ravine Road intersection	B Pay PFFP fee	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF) – Offsite Road Set Aside Fee collected prior to building permit issuance.	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
172.	3A.15-4c	<i>East Bidwell Street/College Street</i> To ensure that the East Bidwell Street/College Street intersection operates at acceptable LOS C or better, the westbound approach shall be reconfigured to consist of one left-turn lane, one left / through lane, and two dedicated right-turn lanes. The owner/applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by owner/applicant, to reduce the impacts to the East Bidwell Street/College Street intersection	B Pay PFFP fee	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF).	Condition will be satisfied prior to issuance of a building permit
173.	3A.15-4g	<i>Oak Avenue Parkway/Alder Creek Parkway</i> To ensure that the Oak Avenue Parkway/Alder Creek Parkway intersection operates at an acceptable LOS the southbound approach shall be reconfigured to consist of two left-turn lanes, two through lanes, and two right-turn lanes.	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF).	Condition will be satisfied prior to issuance of a building permit
174.	3A.15-1f	<i>Oak Avenue Parkway/Middle Road Intersection</i> To ensure that the Oak Avenue Parkway/Middle Road intersection (as shown in the FPA) operates at an acceptable LOS, control all movements with a stop sign.	B Pay PFFP fee	CD (E), PW	The condition is satisfied with the payment of the Specific Plan Infrastructure Fee (SPIF).	Condition will be satisfied prior to issuance of a building permit
175.	3A.15-1j	<i>Hazel Avenue between Madison Avenue and Curragh Downs Drive</i> To ensure that Hazel Avenue operates at an acceptable LOS between Curragh Downs Drive and Gold Country Boulevard, Hazel Avenue must be widened to six lanes. This improvement is part of the County adopted Hazel Avenue widening project.	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
176.	3A.15-11:	<p><i>White Rock Road/Windfield Way Intersection</i></p> <p>To ensure that the White Rock Road/Windfield Way intersection operates at an acceptable LOS, the intersection must be signalized and separate northbound left and right turn lanes must be striped. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the White Rock Road/Windfield Way intersection.</p>	B Pay SCTDF	PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
177.	3A.15-4i	<p><i>Grant Line Road/White Rock Road Intersection</i></p> <p>To ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable LOS E or better this intersection should be replaced by some type of grade separated intersection or interchange.</p> <p>Improvements to this intersection are identified in the Sacramento County’s Proposed General Plan. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operation. Intersection improvements must be implemented by Sacramento County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/White Rock Road intersection.</p>	B Pay SCTDF	PW		Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
178.	3A.15-4j	<p><i>Grant Line Road between White Rock Road and Kiefer Boulevard</i></p> <p>To improve operation on Grant Line Road between White Rock Road and Kiefer Boulevard, this roadway segment must be widened to six lanes. This improvement is proposed in the Sacramento County and the City of Rancho Cordova General Plans; however, it is not in the 2035 MTP. Improvements to this roadway segment must be implemented by Sacramento County and the City of Rancho Cordova.</p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Grant Line Road between White Rock Road and Kiefer Boulevard.</p> <p>The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment.</p>	B Pay SCTDF	Sacramento County City of Rancho Cordova	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
179.	3A.15-4k	<p><i>Grant Line Road between Kiefer Boulevard and Jackson Highway</i></p> <p>To improve operation on Grant Line Road between Kiefer Boulevard Jackson Highway, this roadway segment could be widened to six lanes. This improvement is proposed in the Sacramento County and the City of Rancho Cordova General Plans; however, it is not in the 2035 MTP. Improvements to this roadway segment must be implemented by Sacramento County and the City of Rancho Cordova.</p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Grant Line Road between Kiefer Boulevard and Jackson Highway.</p> <p>The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment.</p>	B Pay SCTDF	Sacramento County City of Rancho Cordova	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
180.	3A.15-4l	<p><i>Hazel Avenue between Curragh Downs Drive and U.S. 50 Westbound Ramps</i></p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements on Hazel Avenue, based on a program established by that agency to reduce the impacts to Hazel Avenue between Curragh Downs Drive and U.S. 50 Westbound Ramps.</p>	B Pay SCTDF	Sacramento County City of Rancho Cordova	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
181.	3A.15-4m	<p><i>White Rock Road between Grant Line Road and Prairie City Road</i></p> <p>To improve operation on White Rock Road between Grant Line Road and Prairie City Road, this roadway segment shall be widened to six lanes. This improvement is included in the 2035 MTP but is not included in the Sacramento County General Plan. Improvements to this roadway segment must be implemented by Sacramento County.</p> <p>The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment. However, because of other development in the region that would substantially increase traffic levels, this roadway segment would continue to operate at an unacceptable LOS F even with the capacity improvements identified to mitigate Folsom Plan Area impacts.</p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to White Rock Road between Grant Line Road and Prairie City Road.</p>	B Pay SCTDF	Sacramento County	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
182.	3A.15-4n	<p><i>White Rock Road between Empire Ranch Road and Carson Crossing Road</i></p> <p>To improve operation on White Rock Road between Empire Ranch Road and Carson Crossing Road, this roadway segment shall be widened to six lanes. Improvements to this roadway segment shall be implemented by Sacramento County.</p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to White Rock Road between Empire Ranch Road and Carson Crossing Road.</p>	B Pay SCTDF	Sacramento County	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit

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	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
183.	3A.15-4o	<p><i>White Rock Road/Carson Crossing Road Intersection</i></p> <p>To ensure that the White Rock Road/Carson Crossing Road intersection operates at an acceptable LOS, the eastbound right turn lane shall be converted into a separate free right turn lane, or double right. Improvements to this intersection must be implemented by El Dorado County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the White Rock Road/Carson Crossing Road Intersection</p>	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
184.	3A.15-4p	<p><i>Hazel Avenue/U.S. 50 Westbound Ramps Intersection</i></p> <p>To ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable LOS, the westbound approach shall be reconfigured to consist of one dedicated left turn lane, one shared left- through lane and three dedicated right-turn lanes. Improvements to this intersection shall be implemented by Caltrans and Sacramento County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Hazel Avenue/U.S. 50 Westbound Ramps Intersection.</p>	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
185.	3A.15-4q	<p><i>Eastbound US 50 between Zinfandel Drive and Sunrise Boulevard</i></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS between Zinfandel Drive and Sunrise Boulevard, an additional eastbound lane could be constructed. This improvement is not consistent with the Concept Facility in Caltrans State Route 50 Corridor System Management Plan; therefore, it is not likely to be implemented by Caltrans by 2030.</p> <p>Construction of the Capitol South East Connector, including widening White Rock Road and Grant Line Road to six lanes with limited access, could divert some traffic from U.S. 50 and partially mitigate the project's impact. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard.</p>	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit

**CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234)
SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD
SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
186.	3A.15-4r	<p><i>Eastbound US 50 between Rancho Cordova Parkway and Hazel Avenue</i></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS between Rancho Cordova Parkway and Hazel Avenue, an additional eastbound lane could be constructed. This improvement is not consistent with the Concept Facility in Caltrans State Route 50 Corridor System Management Plan; therefore, it is not likely to be implemented by Caltrans by 2030.</p> <p>Construction of the Capitol South East Connector, including widening White Rock Road and Grant Line Road to six lanes with limited access, could divert some traffic off of U.S. 50 and partially mitigate the project's impact. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Rancho Cordova Parkway and Hazel Avenue.</p>	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit
187.	3A.15-4s	<p><i>Eastbound US 50 between Folsom Boulevard and Prairie City Road</i></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS between Folsom Boulevard and Prairie City Road, the eastbound auxiliary lane should be converted to a mixed flow lane that extends to and drops at the Oak Avenue Parkway off ramp (see mitigation measure 3A.15-4t). Improvements to this freeway segment must be implemented by Caltrans. This improvement is not consistent with the Concept Facility in Caltrans State Route 50 Corridor System Management Plan; therefore, it is not likely to be implemented by Caltrans by 2030.</p> <p>Construction of the Capitol South East Connector, including widening White Rock Road and Grant Line Road to six lanes with limited access, could divert some traffic off of U.S. 50 and partially mitigate the project's impact.</p> <p>The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to Eastbound U.S. 50 between Folsom Boulevard and Prairie City Road</p>	B Pay SCTDF	CD (E), PW	The condition is satisfied with the payment of the Sacramento County Transportation Development Fee (SCTDF).	Condition will be satisfied prior to issuance of a building permit

CONDITIONS OF APPROVAL FOR THE BROADSTONE ESTATES SUBDIVISION PROJECT (PN 21-234) SOUTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND PLACERVILLE ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP EXTENSION						
	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
188.		<i>Mechanical Ventilation</i> Prior to the issuance of Building Permits, the owner/applicant shall show on the plans that mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired, for acoustical isolation. The building plans shall be subject to review and approval by the City Community Development Department.	B	CD (B) (P)	This condition will be reviewed and approved by the Community Development Department prior to the issuance of a building permit.	Condition will be satisfied prior to issuance of a building permit
ARCHITECTURE/SITE DESIGN REQUIREMENTS						
189.		<i>Landscaping Plan</i> Owner/applicant shall submit a landscape plan for all areas (by phase or subdivision) of the project where owner/applicant proposes to install landscaping on residential lots. The landscape plan shall take into account the then existing state or local rules and regulations related to landscape water usage and water wise landscape principles. The landscape plans shall be submitted and approved by the Community Development Director prior to the issuance of a building permit in the phase or subdivision. Owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions	B	CD (P) (E)	The Community Development Department has reviewed and approved the landscape plans for this subdivision. The approved landscape plans include all of the required measures in this condition.	Condition will be satisfied prior to issuance of a building permit

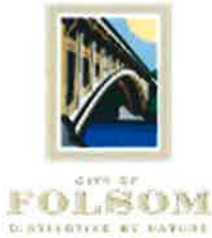
CONDITIONS

See attached tables of conditions for which the following legend applies.

10/25/2022 Item No. 13.

RESPONSIBLE DEPARTMENT		WHEN REQUIRED	
CD	Community Development Department	I	Prior to approval of Improvement Plans
(P)	Planning Division	M	Prior to approval of Final Map
(E)	Engineering Division	B	Prior to issuance of first Building Permit
(B)	Building Division	O	Prior to approval of Occupancy Permit
(F)	Fire Division	G	Prior to issuance of Grading Permit
PW	Public Works Department	DC	During construction
PR	Park and Recreation Department	OG	On-going requirement
PD	Police Department		

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Folsom City Council Staff Report



MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Objective Design and Development Standards and Green Means Go Grant Funding <ol style="list-style-type: none"> 1. Resolution No. 10936- A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Opticos for Development of Objective Design and Development Standards and Appropriation of Funds 2. Resolution No. 10937 - A Resolution Authorizing Applications for the SACOG 2022 Green Means Go Funding Program
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully recommends that the City Council:

1. Move to approve Resolution No. 10936 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Opticos for Development of Objective Design and Development Standards and Appropriation of Funds
2. Move to approve Resolution No. 10937- A Resolution Authorizing Applications for the SACOG 2022 Green Means Go Funding Program

BACKGROUND / ISSUE

The 2035 General Plan and the recently adopted 2021-2029 Housing Element focus Folsom’s future growth in three key areas of the city: along the East Bidwell Corridor, areas around the Glenn and Iron Point light rail stations, and the Folsom Plan Area. To identify strategies to increase development capacity in these key areas to meet the City’s Regional Housing Needs Analysis (RHNA), while at the same time, to foster attractive, well-designed development, the City hired Opticos Design. Opticos is an architecture and urban planning firm with extensive

experience advising cities on housing design and development standards. Opticos evaluated the City's current standards including density, height, setbacks, parking standards, and design guidelines. They also evaluated the economic feasibility of projects using these standards. What they found is that the City's current development standards do not foster attractive and well-designed development in these areas. Furthermore, current standards also make it very challenging for multi-family housing developers to develop affordable housing.

Based on Opticos' analysis, as well as staff's evaluation of other community solutions to similar challenges, staff developed recommendations that focus on form, size, scale, height, and design rather than on density and setbacks. These recommendations, which were supported by City Council at the July 26, 2022 meeting, included the following:

1. A modest increase in density to 35 or 40 du/ac in these target areas.
2. An alternative approach using floor area ratio (FAR) that focuses on form, design, and activation of ground floors for projects that wish to exceed the allocated density.
3. Moderate increases in heights in these areas consistent with community input from the prior workshops and survey.
4. Parking reductions down to one space per unit if viable alternative transportation or parking options are provided.
5. Using build-to lines instead of setbacks to ensure that development goes in the right location, activates the street, and supports pedestrian activity.
6. Development of objective design standards that promote quality design, appropriate scale, and building form.
7. Increasing the number of allowed housing units in the Folsom Plan Area and rezoning additional sites for multi-family housing development subject to the availability of adequate infrastructure and water supplies.

Based on previous direction from the City Council, staff proposes to move forward in partnership with the Opticos team to develop objective design and development standards consistent with the recommendations above for the targeted areas. Targeted areas include: along the East Bidwell Corridor, areas around the Glenn and Iron Point light rail stations, and the Folsom Plan Area Town Center. These objective design and development standards would be incorporated into the Zoning Code update that is currently underway. It is anticipated that these detailed guidelines would take approximately eight months to complete at which time staff would return to the Planning Commission and Council for action.

Based on Opticos' draft contract proposal, the estimated cost to develop a toolkit of standards and high-quality visual graphics would range between \$170,000 to \$245,000 depending on final scope and selection of optional tasks. At the time of this staff report, final scope and selection of optional tasks are still being determined.

Note: Form-based objective design and development standards that accelerate and increase housing in the City's Green Zones are eligible uses for current grant funding through SACOG's Green Means Go Funding Program. As such, specific costs associated with

development of standards along the East Bidwell Corridor and the areas around the Glenn and Iron Point light rail stations could potentially be covered by the SACOG grant and thus reduce the City's out of pocket costs from the City's Housing Fund.

SACOG Green Means Go Grant Opportunities

The Sacramento Area Council of Governments (SACOG) 2022 Green Means Go grant program is designed to fund non-transportation infrastructure and planning that accelerates infill housing within locally adopted Green Zones and supports housing affordability. Eligible project sponsors (i.e., lead applicants) are the 22 cities and six counties within the SACOG region; however, partnerships between lead agencies and other public agencies, nonprofits, or community groups are highly encouraged. There are currently three competitive grant categories associated with this funding: Early Activation, Planning, and Capital. In September of this year, City Council approved Resolution No. 10916 authorizing an application for the Early Activation grant funding for infrastructure and planning activities associated with the development of the affordable housing site at 300 Persifer. Awards of the Early Activation grant will be announced in November.

Staff has also identified additional Green Means Go grant opportunities under the Planning and Capital categories. As previously noted, the development of objective design and development standards as part of the city's Zoning Code Update for the areas along the East Bidwell Corridor and the light rail stations is an eligible use of the Green Means Go Planning grant. In addition, staff has identified the replacement of the existing storm drain system along Bidwell Street between Wool Street and Decatur Street as an eligible project under the Green Means Go Capital grant category.

The grant applications have a due date of October 27, 2022, and all grant funds must be obligated by June 2024 and fully expended by June 2026.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, professional services contracts of \$66,141 or greater shall be approved by the City Council. Furthermore, pursuant to Folsom Municipal Code 2.36.120 professional service contracts are not subject to competitive bidding.

ANALYSIS

Objective Design and Development Standards Analysis

Increasingly State laws are aimed at reducing the extent of discretionary review of multi-family and mixed-use housing projects. Recently adopted Senate Bill 330 (2019) and Senate Bill 8 (2021) require that jurisdictions conduct design review for all residential projects, including single family development, using objective design standards. This housing legislation defines an "objective" standard as one that involves no personal or subjective judgement by a public official and uniformly verifiable by reference to an

external and uniform benchmark or criterion available and knowable by both the development applicant and the public official prior to submittal.

Since design is so critical to whether a project enhances an area or detracts from it, developing quality objective design and development standards is important to ensuring the appropriate and attractive design of new projects. Thus, as part of the City of Folsom's current Zoning Code Update and efforts to increase maximum densities in key areas of the city, the city plans to develop form-based objective design standards that will insure high level design in four Green Zone areas of the city (Central Business District, Creekside, College- Broadstone and Glenn-Iron Point) and the Folsom Plan Area Town Center. To this end, the city proposes to utilize a combination of FAR standards, build-to lines, and parking reductions in order to develop location specific objective design and development standards that will result in attractive and appropriate development in these areas.

The Opticos Design team of urban designers, architects, and strategists have extensive experience with form-based codes and developing objective design and development standards. Not only does Opticos bring a wealth of experience and creativity to the table, but because of their recent work on our Targeted Multi-family and Mixed-use Housing Study, they already have a core understanding of these areas of the city. Thus, based on their expertise, understanding of the project, and overall project proposal, staff is requesting that City Council authorize the City Manager to execute a professional services agreement with Opticos for the development of objective design and development standard toolkit for the following areas: along the East Bidwell Corridor, areas around the Glenn and Iron Point light rail stations, and the Folsom Plan Area.

Grant Analysis

SACOG Green Means Go Grant – Planning (Category B) – The Planning category is designed to fund planning activities that accelerate infill residential development. Some of the eligible uses include rezoning and updating planning documents and zoning ordinances that accelerate infill development in Green Zones. As previously indicated in the background section of this report, staff has identified this second category, Planning, as a great opportunity to apply for funding that will offset the city's costs associated with developing objective design and development standards within areas designated as the city's Green Zones.

SACOG Green Means Go Grant – Capital (Category C)

The largest category, Capital, of the Green Means Go funding program will fund non-transportation infrastructure that accelerates infill residential development that improves housing affordability. Non-transportation infrastructure can consist of: Water - Sewer - Stormwater - Electricity – Broadband. The Capital category aims to fund corridor-level infrastructure investments that help unlock an area for increasing residential development.

City staff has determined that replacement of the existing storm drain system along Bidwell Street between Wool Street and Decatur Street is an eligible Capital grant project. The existing storm drain system along Bidwell Street is failing and is no longer able to

adequately convey runoff. The proposed project would replace approximately 500 linear feet of the 18" storm drain line, regrade the roadside ditch, and add asphalt or rip rap to minimize any future potential erosion. The estimated cost of the proposed project is \$325,000. There are several vacant and residentially zoned sites along this part of the Bidwell Street corridor. Given future plans for residential development along this section of the Bidwell Street corridor, replacing the existing drainage system is key to the future residential projects within this designated Green Zone.

At this time, staff is requesting that City Council authorize the City Manager to execute a professional services agreement with Opticos for an amount not to exceed \$250,000 for the development of objective design and development standards. In addition, staff is recommending that the City Council authorize applications for both Green Means Go grant opportunities, presented in Resolution No. 10937.

FINANCIAL IMPACT

Funds are currently available in the General Plan Fund (Fund 225) in an amount of \$250,000 for the Opticos professional services agreement, however an appropriation will be required. Staff is thus requesting an additional appropriation to the General Plan Fund (Fund 225) in the amount of up to \$250,000 for this agreement.

Neither of the grant applications require a financial match.

If the city is able to secure Green Means Go Planning grant funding for a portion of the Opticos project (as previously referenced in this staff report), the project would still receive funding initially through the General Plan Fund (Fund 225); however, the city would be reimbursed for the eligible costs associated with the Green Means Go Grants Program funds in accordance with the reimbursement schedule.

ENVIRONMENTAL REVIEW

The execution of a contract to is not considered a project under the California Environment Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3). As a result, this action is exempt from environmental review.

The Zoning Code Update, and associated design and development standards will be required to include environmental review and thus prior to Zoning Code adoption environmental review will be conducted, and the appropriate environmental document prepared. This will be presented to the City Council at the time of adoption.

ATTACHMENTS

1. Resolution No. 10936 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Opticos for Development of Objective Design and Development Standards and Appropriation of Funds
2. Resolution No. 10937 - A Resolution Authorizing Applications for the SACOG 2022 Green Means Go Funding Program

Submitted,



Pam Johns, Community Development Director

ATTACHMENT 1

Resolution No. 10936 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Opticos for Development of Objective Design and Development Standards and Appropriation of Funds

RESOLUTION NO. 10936**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OPTICOS FOR THE DEVELOPMENT OF OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS AND APPROPRIATION OF FUNDS**

WHEREAS, increasingly State laws are aimed at reducing the extent of discretionary review of multi-family and mixed-use housing projects; and

WHEREAS, recently adopted Senate Bill 330 (2019) and Senate Bill 8 (2021) require that jurisdictions conduct design review for all residential projects, including single family development, using objective design standards; and

WHEREAS, as part of the City of Folsom's current Zoning Code Update and efforts to increase maximum densities in key areas of the city (along the East Bidwell Corridor, areas around the Glenn and Iron Point light rail stations, and the Folsom Plan Area) the city plans to develop form-based objective design and development standards that will result in attractive and appropriate development in these areas; and

WHEREAS, Opticos, by reasons of their experience for developing these types of standards, is qualified to perform the required consulting services; and

WHEREAS, an appropriation of up to \$250,000 will be required for the development of objective design and development standards; and

WHEREAS, adequate funds are available in the General Plan Fund (Fund 225) for the development of these objective design and development standards; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a Professional Services Agreement with Opticos for the development of objective design and development standards.

NOW, THEREFORE, BE IT FURTHER RESOLVED the Chief Financial Officer is directed to appropriate up to \$250,000 in the General Plan Fund (Fund 225) for development of objective design and development standards for areas along the East Bidwell Corridor, areas around the Glenn and Iron Point light rail stations, and the Folsom Plan Area. The appropriation will be from the Community Housing Fund current fund balance.

PASSED AND ADOPTED this 25th day of October, 2022, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Resolution No. 10937 - A Resolution Authorizing Applications for the SACOG 2022 Green Means Go Funding Program

RESOLUTION NO. 10937**A RESOLUTION AUTHORIZING APPLICATIONS FOR THE SACOG 2022 GREEN MEANS GO FUNDING PROGRAM**

WHEREAS, the Sacramento Area Council of Governments (SACOG) 2022 Green Means Go grant program is designed to fund non-transportation infrastructure and planning that accelerates infill housing within locally adopted Green Zones and supports housing affordability; and

WHEREAS, the City (as a lead agency) is eligible to apply for the Sacramento Area Council of Government (SACOG) 2022 Green Means Go Early Activation grant for non-transportation infrastructure and planning activities that accelerate infill housing within locally adopted Green Zones and supports housing affordability; and

WHEREAS, staff has recently identified Green Means Go grant opportunities under the **Planning** and **Capital** Green Means Go funding categories; and

WHEREAS, for the **Planning** category, staff has identified the development of objective form-based design and development standards for areas along the East Bidwell Street Corridor and Glenn and Iron Point light rail stations as an eligible activity to receive this grant funding; and

WHEREAS, staff also identified the replacement of the existing storm drain system along Bidwell Street between Wool Street and Decatur Street as an eligible project for the **Capital** grant category; and

WHEREAS, neither of the grant applications require a financial match.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Folsom hereby authorizes the applications to the Sacramento Area Council of Government for the 2022 Green Means Go Funding Grant for eligible Planning and Capital grant categories.

PASSED AND ADOPTED this 25th day of October 2022 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

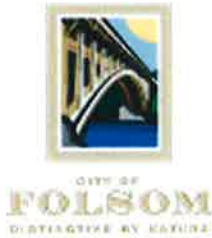
ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10938– A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision, and Approval of the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

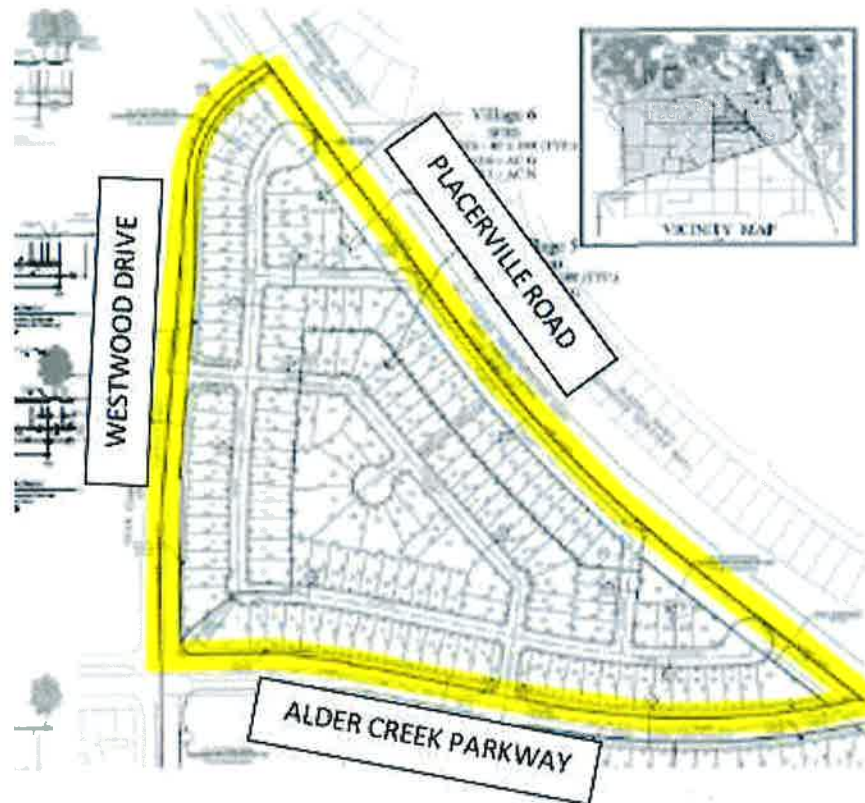
Staff recommends that the City Council move to adopt:

Resolution No. 10938– A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision, and Approval of the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision

BACKGROUND / ISSUE

The Vesting Tentative Subdivision Map (VTSM) for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision was approved by the City Council on February 13, 2018.

The action for consideration by the City Council is the approval of the Final Map and Subdivision Improvement Agreement for the Mangini Ranch Phase 2 Village No. 5 & 6 Subdivision. The Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision will create a total of 153 single-family high density (SFHD) residential lots. With the approval of the Final Map, the subdivision process for this project will be complete.



The Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision is located on the north side of Alder Creek Parkway west of Placerville Road and east of Westwood Drive in the Folsom Plan Area (FPA) (see above).

POLICY / RULE

The Subdivision Map Act of the State of California and the City's Subdivision Ordinance require that the City Council approve Final Maps and Subdivision Improvement Agreements.

ANALYSIS

The Final Map and conditions of approval for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision have been reviewed by the Community Development Department and other City departments. The Final Map has been found to be in substantial compliance with the approved Vesting Tentative Subdivision Map, and all conditions pertaining to the map have been satisfied.

Attached is a table which includes the conditions of approval for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Vesting Tentative Subdivision Map. The tables include information concerning when the condition is required to be satisfied (e.g. at Final Map, building permit, etc.), which City department is responsible to verify that it has been satisfied, and comments

or an explanation on how the condition was satisfied. This subdivision is consistent with the Folsom Plan Area Specific Plan (FPASP) in regards to zoning and unit count.

ENVIRONMENTAL REVIEW

On February 13, 2018 the City Council approved the Mangini Ranch Phase 2 Vesting Tentative Subdivision Map and determined that the Mangini Ranch Phase 2 Subdivision project is entirely consistent with the Folsom Plan Area Specific Plan (FPASP) and Westland Eagle Specific Plan Amendment and therefore exempt from review under the California Environmental Quality Act (CEQA) provided by Government Code section 65457 and CEQA Guidelines sections 15182. No additional environmental review is required.

ATTACHMENTS

1. Resolution No. 10938- A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision, and Approval of the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision
2. Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision Improvement Agreement
3. Mangini Ranch Phase 2 Village Nos. 5 & 6 Subdivision Final Map
4. Mangini Ranch Phase 2 Village Nos. 5 & 6 Vesting Tentative Subdivision Map
5. Table of Conditions of Approval for the Mangini Ranch Phase 2 Village Nos. 5 & 6 Vesting Tentative Subdivision Map

Submitted,



PAM JOHNS
Community Development Director

ATTACHMENT 1

RESOLUTION NO. 10938- A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT OFFERS OF DEDICATION FOR THE MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION, AND APPROVAL OF THE FINAL MAP FOR THE MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION

RESOLUTION NO. 10938

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT OFFERS OF DEDICATION FOR THE MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION, AND APPROVAL OF THE FINAL MAP FOR THE MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION

WHEREAS, the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 subdivision has been reviewed and approved by the City Engineer as complying with the approved or conditionally approved Vesting Tentative Subdivision Map for the subdivision; and,

WHEREAS, the City Council has reviewed the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 subdivision; and,

WHEREAS, the City Council agrees to accept, subject to improvement, any and all offers of dedication as shown on the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 subdivision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the Final Map for the Mangini Ranch Phase 2 Village Nos. 5 & 6 subdivision is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Subdivision Improvement Agreement with KB Home Sacramento, Inc. in a form acceptable to the City Attorney and accept the offers of dedication for the Mangini Ranch Phase 2 Village Nos. 5 & 6 subdivision.

PASSED AND ADOPTED this 25th day of October 2022, by the following roll-call vote:

AYES: Councilmember(s)

NOES: Councilmember(s)

ABSENT: Councilmember(s)

ABSTAIN: Councilmember(s)

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION IMPROVEMENT AGREEMENT

No Fee Document Pursuant to Government Code Section 6103.

RECORDING REQUESTED BY:

City of Folsom

WHEN RECORDED MAIL TO:

NAME	City of Folsom City Clerk
MAILING ADDRESS	50 Natoma Street
CITY, STATE, ZIP CODE	Folsom, CA 95630

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF FOLSOM

SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between the **City of Folsom**, hereinafter referred to as "City", and **KB Home Sacramento, Inc., a California Corporation** hereinafter referred to as "Subdivider".

RECITALS

- A. Subdivider has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.
- B. The proposed subdivision of land is commonly known and described as **Mangini Ranch Phase 2 Village. Nos. 5 & 6**, and is herein referred to as the "subdivision".
- C. Subdivider has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the approved improvement plans and listed in Exhibit A), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map and development agreement, if any, approved by the City. The foregoing improvements, more specifically listed on Exhibit A attached hereto, are hereinafter referred to as "the required improvements".

- D. City Council has required as a condition precedent to the approval of the Final Map, the Subdivider first enters into and executes this subdivision improvement agreement with the City.

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct, and install at his own expense the required improvements as shown on the approved plans and specifications of the subdivision, a copy of which is on file in the Community Development Department, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the required improvements may be modified by the Subdivider as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements, as shown on Exhibit A, is **THREE MILLION NINE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED NINETEEN AND 00/100 DOLLARS (\$3,917,319.00)**.
2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's Improvement Standards and Standard Construction Specifications and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer.
3. Work; Time for Commencement and Performance. Work on the required improvements shall be completed by the Subdivider on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Subdivider shall notify the City Engineer in writing of the date fixed by Subdivider for commencement of the work.
4. Time of Essence; Extension.
 - a. Time is of the essence of this Agreement. The date for completion of the work of construction may not be extended, except as provided in Section 16.36.110 of the Folsom Municipal Code.
5. Improvement Security. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City:
 - a. Improvement security in the sum of **THREE MILLION NINE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED NINETEEN AND 00/100 DOLLARS (\$3,917,319.00)**, which sum is equal to one hundred percent of the total estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Subdivider under this Agreement, conditioned upon the faithful performance of this Agreement; and

- b. Separate improvement security in the sum of **THREE MILLION NINE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED NINETEEN AND 00/100 DOLLARS (\$3,917,319.00)**, which sum is equal to one hundred percent of the estimated cost of constructing the required improvements, securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.
- c. The Subdivider shall deposit with the City **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)** for the Final Map. The deposit may be used at the discretion of the City to correct deficiencies and conditions caused by the Subdivider, contractor, or subcontractors that may arise during or after the construction of the subdivision.
- d. The estimated total cost of required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Subdivider may submit, in a form acceptable to the City Engineer, certification from the utility companies that adequate security has been deposited to ensure installation.
6. Plan Checking and Inspection Fees. The Subdivider shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for inspecting the construction of the required improvements in the amounts and at the times established by the City.
7. Indemnification and Hold Harmless. The Subdivider shall indemnify, protect, defend, save and hold the City harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Subdivider or Subdivider's officers, employees, volunteers, and agents during performance of this Agreement, or in connection with Subdivider's work, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Subdivider or its employees, subcontractors, or agents, or by the quality or character of Subdivider's work. It is understood that the duty of Subdivider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Subdivider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Subdivider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. Subdivider shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgement that may be

rendered against the City in any such actions, suits or legal proceedings, or result thereof.

8. Insurance. Subdivider and any contractors hired by Subdivider to perform any of the Required Improvements shall, at their expense, maintain in effect for the duration of this Agreement or until the required improvements are accepted by the City, whichever first occurs, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Subdivider and its contractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Subdivider or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.
- a. Minimum Limits of Insurance. Subdivider shall maintain limits not less than:
1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage.
 3. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages
 - A. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Subdivider; products and completed operations of the Subdivider; premises owned, leased or used by the Subdivider; or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - B. The Subdivider's insurance coverage shall be primary insurance

as respects the City, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Subdivider's insurance and shall not contribute with it.

- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - D. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. **Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights or subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Subdivider for the City.
 3. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- d. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of not less than A: VII.
 - e. **Verification of Coverage.** Concurrently with the execution of this Agreement, the Subdivider shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
9. **Title to Improvements.** Title to and ownership of the required public improvements constructed under this Agreement by Subdivider shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless Subdivider certifies that such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Final Map, City Improvement Standards and Standard Construction Specifications, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.
 10. **Warranty Security.** Prior to acceptance of the required improvements by the City Engineer, the Subdivider shall provide security in the amount and in the form as required by the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the required improvements (Warranty Security) throughout the warranty security period which shall be the period of one year following

completion and written acceptance of the improvements (Warranty Security Period). The amount of the Warranty Security shall not be less than 10 percent of the cost of the construction of the improvements, including the cash deposit required in paragraph 5C of this agreement, which shall be retained for the Warranty Security Period.

11. Repair or Reconstruction of Defective Work or Materials. If, within the Warranty Security Period or the applicable statute of limitations, whichever is longer, any improvement or part of any improvement furnished and/or installed or constructed by Subdivider or any of the work done under this Agreement fails to fulfill any of the requirements of the Agreement or the specifications referred to herein as determined by the City, Subdivider shall without delay and without any cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the required improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. The parties further understand and agree that the Warranty Security furnished pursuant to paragraph 10 of this Agreement shall guarantee and secure the faithful performance and payment of the provisions of this paragraph during the Warranty Security Period.
12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
13. Notice of Breach and Default. If Subdivider refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Subdivider should be adjudged a bankruptcy, or Subdivider should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider or any of Subdivider's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Subdivider and Subdivider's surety, if any, of breach of this Agreement, or of any portion thereof.
14. Breach of Agreement; Performance By Surety or City. In the event of any such notice, Subdivider's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Subdivider as may be on the site of the work and necessary therefor.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

15. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Folsom
Community Development Department
50 Natoma Street
Folsom, CA 95630
ATTN: City Engineer**

Notices required to be given to Subdivider shall be addressed as follows:

**KB Home Sacramento, Inc.
3005 Douglas Boulevard, Suite 250
Roseville, CA 95661
ATTN; Leo Pantoja, Vice President of Planning**

Notices required to be given surety, if any, of Subdivider shall be addressed as follows:

**Federal Insurance Company
633 W. 5th Street, Suite 1200
Los Angeles, CA 90071
Brenda Wong, Attorney-in-Fact**

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. Attorney's Fees. In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which he may be entitled.
17. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties, and the parties agree that the City may cause a copy of this Agreement to be recorded in the Sacramento County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SUBDIVIDER

**KB Home Sacramento, Inc.,
A California Corporation**

BY: _____

BY: _____

Print Name: Leo Partija

Print Name: _____

Title: VP Planning

Title: _____

DATE 10/11/2022

DATE: _____

CITY OF FOLSOM, a Municipal Corporation

Elaine Andersen
CITY MANAGER

DATE _____

ATTEST:

Christa Freemantle
CITY CLERK

DATE _____

APPROVED AS TO CONTENT:

Pam Johns
COMMUNITY DEVELOPMENT DIRECTOR

DATE _____

APPROVED AS TO FORM:

Steven Wang
CITY ATTORNEY

DATE _____

NOTICE: SIGNATURE(S) ON BEHALF OF "SUBDIVIDER" MUST BE NOTARIZED
Certificate of Acknowledgement pursuant to Civil Code, Section 1189, must be attached.
SUBDIVISION AGREEMENT – **Mangini Ranch Phase 2 Village Nos. 5 & 6**

Exhibit A
FOLSOM PLAN AREA
Bond Estimate Summary
for
Mangini Ranch PH2 Village 5 & 6



		<u>Total</u> <u>Cost</u>	<u>Cost to</u> <u>Complete</u>
Village 5 & 6	\$	3,917,319	\$ 3,917,319
<hr/>			
Subtotal	\$	3,917,319	\$ 3,917,319
TOTAL Costs	\$	3,917,319	\$ 3,917,319



FOLSOM PLAN AREA
 Bond Estimate for
 Mangini Ranch PH2 Village 5 & 6

Item No	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
Site Preparation & Earthwork							
1	28.0	AC	Clearing & Grubbing	\$ 200.00	\$ 5,600.00	0%	\$ 5,600.00
2	28.0	AC	Erosion Control	\$ 1,000.00	\$ 28,000.00	0%	\$ 28,000.00
Subtotal Grading & Site Prep					\$ 33,600.00		\$ 33,600.00
Sanitary Sewer System							
1	1,688	LF	6" Sanitary Sewer, PVC SDR 26	\$ 50.00	\$ 84,400.00	0%	\$ 84,400.00
2	3,091	LF	8" Sanitary Sewer, PVC SDR 26	\$ 70.00	\$ 216,370.00	0%	\$ 216,370.00
3	18	EA	48" Standard Sanitary Sewer MH	\$ 4,500.00	\$ 81,000.00	0%	\$ 81,000.00
4	3	EA	60" Epoxy Lined Standard Sanitary Sewer Manhole w/ Inside Drop Connection	\$ 12,000.00	\$ 36,000.00	0%	\$ 36,000.00
5	1	EA	Connection to Existing Sewer Main	\$ 500.00	\$ 500.00	0%	\$ 500.00
6	153	EA	4" Sanitary Sewer Service	\$ 1,000.00	\$ 153,000.00	0%	\$ 153,000.00
Subtotal Sewer					\$ 571,270.00		\$ 571,270.00
Storm Drain System							
1	3,124	LF	12" Storm Drain, RCP CL III	\$ 45.00	\$ 140,580.00	0%	\$ 140,580.00
2	743	LF	15" Storm Drain, RCP CL III	\$ 55.00	\$ 40,865.00	0%	\$ 40,865.00
3	671	LF	18" Storm Drain, RCP CL III	\$ 60.00	\$ 40,260.00	0%	\$ 40,260.00
4	522	LF	24" Storm Drain, RCP CL III	\$ 65.00	\$ 33,930.00	0%	\$ 33,930.00
5	582	LF	30" Storm Drain, RCP CL III	\$ 70.00	\$ 40,740.00	0%	\$ 40,740.00
6	18	EA	48" Standard Storm Drain Manhole	\$ 5,000.00	\$ 90,000.00	0%	\$ 90,000.00
7	6	EA	60" Standard Storm Drain Manhole	\$ 7,000.00	\$ 42,000.00	0%	\$ 42,000.00
8	4	EA	72" Standard Storm Drain Manhole	\$ 9,000.00	\$ 36,000.00	0%	\$ 36,000.00
9	1	EA	84" Storm Drain Manhole	\$ 11,000.00	\$ 11,000.00	0%	\$ 11,000.00
10	1	EA	Type 'F' Drainage Inlet	\$ 2,000.00	\$ 2,000.00	0%	\$ 2,000.00
11	42	EA	Modified Type 'B' Drainage Inlet	\$ 3,500.00	\$ 147,000.00	0%	\$ 147,000.00
12	8	EA	Type GOL-7 (On Grade) Drainage Inlet	\$ 4,500.00	\$ 36,000.00	0%	\$ 36,000.00
13	2	EA	Connection to Existing Storm Drain Main	\$ 500.00	\$ 1,000.00	0%	\$ 1,000.00
Subtotal Storm Drain					\$ 661,375.00		\$ 661,375.00
Potable Water Distribution System							
1	125	LF	6" Water Main, PVC C900 CL 235	\$ 50.00	\$ 6,250.00	0%	\$ 6,250.00
2	4,888	LF	8" Water Main, PVC C900 CL 235	\$ 55.00	\$ 268,840.00	0%	\$ 268,840.00
4	1	EA	6" Gate Valve	\$ 1,500.00	\$ 1,500.00	0%	\$ 1,500.00
5	21	EA	8" Gate Valve	\$ 2,000.00	\$ 42,000.00	0%	\$ 42,000.00
7	2	EA	4" Blow-Off Valve & Box	\$ 2,500.00	\$ 5,000.00	0%	\$ 5,000.00
8	20	EA	Fire Hydrant Assembly (6" Lead & Appurtenances)	\$ 5,000.00	\$ 100,000.00	0%	\$ 100,000.00
9	153	EA	1" Water Service	\$ 3,000.00	\$ 459,000.00	0%	\$ 459,000.00
10	3	EA	2" Air & Vacuum Release Valve	\$ 3,500.00	\$ 10,500.00	0%	\$ 10,500.00
11	2	EA	Connection to Existing Water Distribution System	\$ 2,500.00	\$ 5,000.00	0%	\$ 5,000.00
Subtotal Water					\$ 898,090.00		\$ 898,090.00
Concrete							
1	3,156	LF	Type 2 Vertical Curb & Gutter (w/ 6" AB)	\$ 20.00	\$ 63,120.00	0%	\$ 63,120.00
2	8,375	LF	Modified Type 1 Curb & Gutter (w/ 6" AB)	\$ 20.00	\$ 167,500.00	0%	\$ 167,500.00
3	36,029	SF	Sidewalk (6" PCC/ 6" AB)	\$ 6.00	\$ 216,174.00	0%	\$ 216,174.00
4	276	LF	Modified Type 5 Median Curb	\$ 30.00	\$ 8,280.00	0%	\$ 8,280.00
5	16	EA	Sidewalk Curb Ramp	\$ 2,500.00	\$ 40,000.00	0%	\$ 40,000.00
6	14	EA	Concrete Survey Monument	\$ 300.00	\$ 4,200.00	0%	\$ 4,200.00
Subtotal Concrete					\$ 499,274.00		\$ 499,274.00



FOLSOM PLAN AREA
 Bond Estimate for
 Mangini Ranch PH2 Village 5 & 6

Item No	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
Streetwork							
1	3,835	Ton	Asphalt Concrete (Type 'B')	\$ 80.00	\$ 306,800.00	0%	\$ 306,800.00
2	9,018	Ton	Aggregate Base (Class 2)	\$ 20.00	\$ 180,360.00	0%	\$ 180,360.00
3	198	SF	Pavement Markings	\$ 5.00	\$ 990.00	0%	\$ 990.00
4	9	EA	Street Name Sign on Post	\$ 500.00	\$ 4,500.00	0%	\$ 4,500.00
5	9	EA	Stop Sign (R1-1) on Street Name Sign Post (Sign Only)	\$ 300.00	\$ 2,700.00	0%	\$ 2,700.00
6	5	EA	Miscellaneous Signs	\$ 300.00	\$ 1,500.00	0%	\$ 1,500.00
7	145	LF	12" White Stripe Limit Line (Stop Line)	\$ 2.00	\$ 290.00	0%	\$ 290.00
8	374	LF	4" Landscape Sleeve, Schedule 40 PVC	\$ 15.00	\$ 5,610.00	0%	\$ 5,610.00
9	77	LF	6" Landscape Sleeve, Schedule 40 PVC	\$ 20.00	\$ 1,540.00	0%	\$ 1,540.00
10	33	EA	LED Streetlight (Including conduit, wiring, & appurtenances)	\$ 11,600.00	\$ 382,800.00	0%	\$ 382,800.00
11	1	EA	Streetlight Service Point	\$ 10,500.00	\$ 10,500.00	0%	\$ 10,500.00
Subtotal Streetwork					\$ 897,590.00		\$ 897,590.00
TOTAL Subdivision Improvements					\$ 3,561,199.00		\$ 3,561,199.00
Contingency				10%	\$ 356,120.00		\$ 356,120.00
Total Cost Estimate					\$ 3,917,319.00		\$ 3,917,319.00

Summary

	Total Cost	Cost to Complete
Site Preparation & Earthwork	\$ 33,600.00	\$ 33,600.00
Sewer	\$ 571,270.00	\$ 571,270.00
Storm Drain	\$ 661,375.00	\$ 661,375.00
Potable Water	\$ 898,090.00	\$ 898,090.00
Concrete	\$ 499,274.00	\$ 499,274.00
Streetwork	\$ 897,590.00	\$ 897,590.00
Contingency	\$ 356,120.00	\$ 356,120.00
TOTALS	\$ 3,917,319.00	\$ 3,917,319.00

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On October 11th, 2022 before me, Tiffany Reder, notary public
(insert name and title of the officer)

personally appeared Leo Pantoja
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

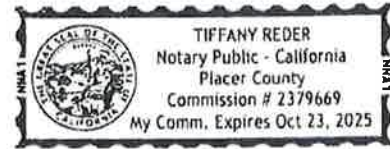
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ATTACHMENT 3

MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION FINAL MAP

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS FINAL MAP OF "MANGINI RANCH PHASE 2 - VILLAGE 5 & 6" AND DO HEREBY DECLARE THE CONSENT FROM NO OTHER PERSON IS NECESSARY, AND I CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE AS PUBLIC RIGHT-OF-WAY AND AS UTILITY EASEMENTS TO THE CITY OF FOLSOM, ARBOR VIEW COURT, DEER POINT COURT, FALLON COURT, ARBOR VIEW DRIVE, FALLON DRIVE, FIELD VIEW DRIVE, WESTWOOD DRIVE, ALDER CREEK PARKWAY AND BLACKTAIL WAY, AS SHOWN HEREON.

I DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- 1. A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAIN, GAS, SEWER AND WATER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND COMMUNICATIONS SERVICES... 2. A PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS LOTS A, B, C, D, E & F AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN ACCESS EASEMENT" (PAE)... 3. A PUBLIC EASEMENT AND RIGHT-OF-WAY FOR THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, ACROSS AND ABOVE LOTS A, B, C, D, E & F AND THOSE STRIPS OF LANDS SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT" (LE)... 4. AN EASEMENT FOR INGRESS AND EGRESS FOR SUPPORT AND USE BY LAW ENFORCEMENT, FIRE PROTECTION, WELFARE AND OTHER PUBLIC AGENCIES... 5. A PUBLIC EASEMENT FOR CONSTRUCTION AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS...

KB HOME SACRAMENTO, INC. A CALIFORNIA CORPORATION

BY: NAME: TITLE:

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL. SIGNATURE PRINTED NAME MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT



VICINITY MAP N.T.S.

NAVD88 BENCHMARK-CITY OF FOLSOM

BENCHMARK "72" ELEVATION = 502.07 NAVD88

BRASS DISK STAMPED "CITY OF FOLSOM BM 72" ON THE WEST CORNER OF A CONCRETE DRAINAGE STRUCTURE. LOCATION OF SITE IS APPROXIMATELY 350 FEET SOUTH OF ALDER CREEK PARKWAY AND 80 FEET EAST OF THE SPTC/JPA RAILROAD TRACKS. APPROXIMATE LATITUDE: N80 38' 13.33" LONGITUDE: W121 0 08' 08.22"

THE BASIS FOR ELEVATIONS WERE RUN FROM COUNTY BENCHMARK U019-009 STAMPED "K-856" IN FEBRUARY 2014 BY MACKAY AND SOMPS CIVIL ENGINEERS, INC.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME SACRAMENTO, INC. A CALIFORNIA CORPORATION IN DECEMBER 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED AND WILL BE SET BY DECEMBER 31 2024; AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



FOR REVIEW ONLY

PAUL FERGUSON, JR. PLS 9265 EXP. 03-31-2024

DATE: 9-28-2022

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "MANGINI RANCH PHASE 2 - VILLAGE 5 & 6" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

STEVEN R. KRAHN, RCE 49291 CITY ENGINEER CITY OF FOLSOM LICENSE EXPIRES: 03/02/2024

DATE:

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "MANGINI RANCH PHASE 2 - VILLAGE 5 & 6" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

GERALD A. YOUNG, L.S. 3652 CITY SURVEYOR LICENSE EXPIRES: 6/30/2024

DATE:

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF FOLSOM HAS APPROVED THIS FINAL MAP OF "MANGINI RANCH PHASE 2 - VILLAGE 5 & 6", AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL RIGHT-OF-WAYS AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON.

CHRISTA FREEMANTLE CITY CLERK DATE:

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED SACRAMENTO COUNTY RECORDER STATE OF CALIFORNIA DOCUMENT NO.:

BY: DEPUTY FEE: \$

FINAL MAP (PN 17-307.05) MANGINI RANCH PHASE 2 - VILLAGE 5 & 6

A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTIONS OF SECTIONS 9 AND 16, TOWNSHIP 3 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN

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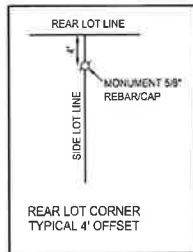
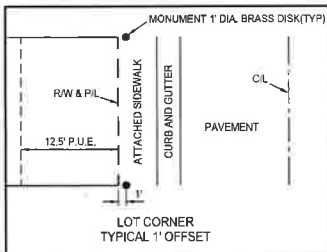


OCTOBER 2022

SHEET 1 OF 9

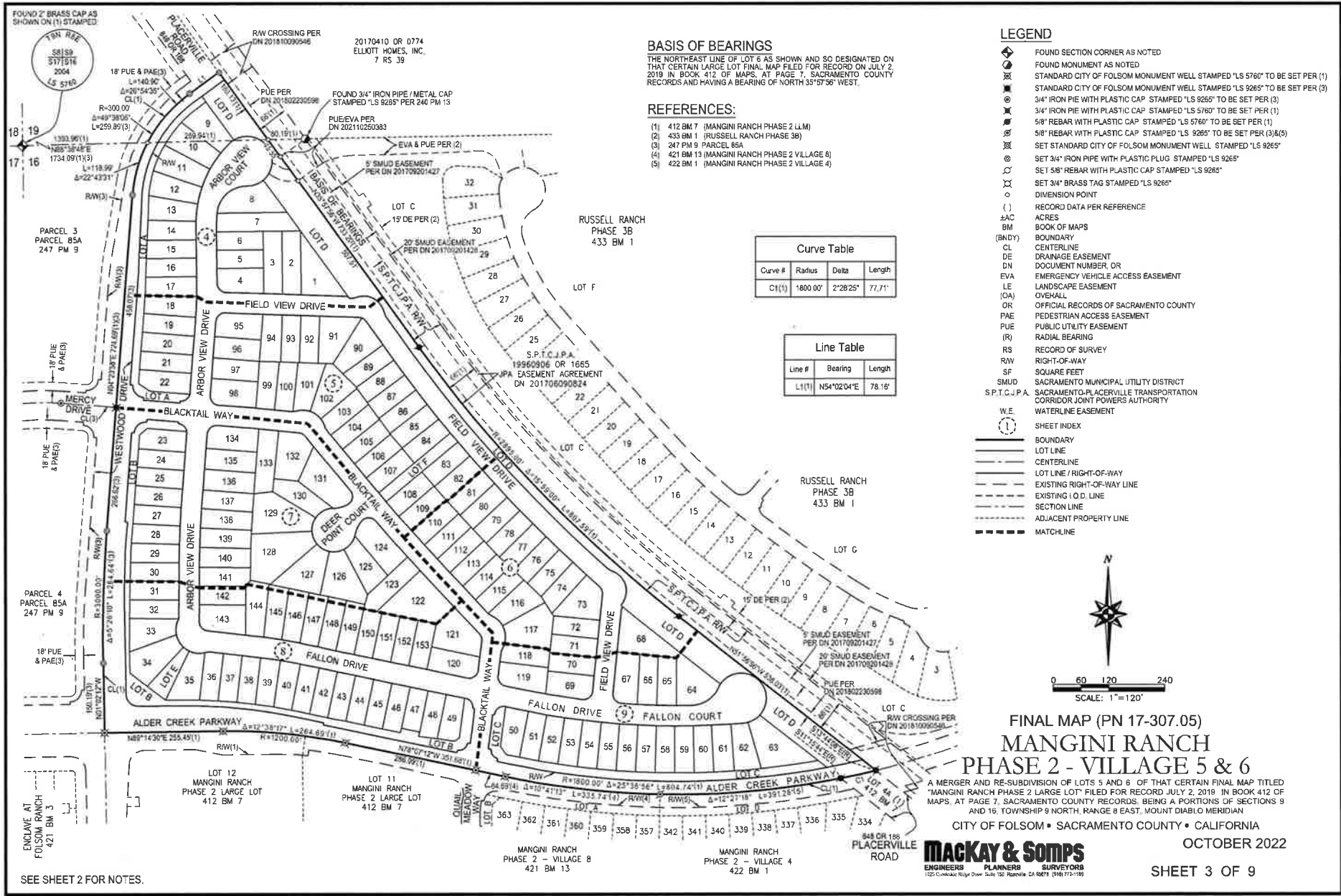
NOTES

1. ALL CURVE DIMENSIONS ARE RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. THIS FINAL MAP CONTAINS 27.96± ACRES GROSS CONSISTING OF 153 RESIDENTIAL LOTS AND 6 LETTERED LOTS.
3. A PRELIMINARY GEOTECHNICAL ENGINEERING REPORT FOR THE MANGINI RANCH (PROJECT NO. E07145.003) WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC ON JULY, 2016 IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF FOLSOM COMMUNITY DEVELOPMENT DEPARTMENT.
4. ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" ON A 1.00 FOOT OFFSET ONTO THE SIDEWALK ON THE SIDE PROPERTY LINE EXTENDED (SEE DETAIL THIS SHEET).
5. REAR LOT CORNERS WILL BE SET AS FOLLOWS (UNLESS SHOWN OTHERWISE)
 - 5.1. FOR LOTS 1-8, 55-67, 69, 70, 75, 91, 117-119, 148, THE COMMON LINES OF LOTS 9293, 95-96, AND 101/102 WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265".
 - 5.2. FOR LOTS 8-8, 40-64, 74, 78-89, 93, 94, 97-100, 103-116, 122-147, 150-152 THE COMMON LINES OF LOTS 40-47, 47-48, 71/72, 73/74, 102/103 AND 121/122/153 WILL BE SET WITH A 4.00 FOOT OFFSET ON THE SIDE LOT LINE WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265" (SEE DETAIL THIS SHEET).
 - 5.3. FOR LOT 49 & 68, THE COMMON LINES OF 46/47, 47/48, 72/73/117, 90/91/102, AND 128/141/144 AND 149/150/123/126 WHICH FALL WITHIN A MASONRY WALL, WILL BE SET WITH A 3/4" BRASS TAG STAMPED "LS 9265" TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF THE WALL.
6. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT 2013-1 (WATER FACILITIES AND SUPPLY) PER 20131230 O.R. 0311, IN ACCORDANCE WITH THE "MELLO ROOS COMMUNITY FACILITIES ACT OF 1982". SAID ASSESSMENTS ARE/OR WILL BE COLLECTED WITH THE ANNUAL TAX BILL.
7. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT NO. 17 (WILLOW HILL PIPELINE) PER 20150325 O.R. 0353.
8. PROPERTY SUBJECT TO THE SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3, AS DISCLOSED BY THAT CERTAIN ASSESSMENT MAP, RECORDED JULY 07, 2006, AS BOOK 103, PAGE 5.
9. THE LAND LIES WITH THE BOUNDARIES OF PROPOSED SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2.
10. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT NO. 19 (MANGINI RANCH) PER 20180113 O.R. 0159.
11. PROPERTY SUBJECT TO THE CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 2014-1 (MPower Pace Program), AS DISCLOSED BY THAT CERTAIN ASSESSMENT MAP, RECORDED DECEMBER 23, 2013, AS BOOK 116, PAGE 7, PER 20131223 O.R. 0305.
12. PROPERTY SUBJECT TO THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITIES FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY), AS DISCLOSED BY THAT CERTAIN ASSESSMENT MAP, RECORDED OCTOBER 05, 2015, AS (BOOK) 20151005, (PAGE) 0763.
13. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT NO. 18 (FOLSOM PLAN AREA - AREA WIDE IMPROVEMENTS AND SERVICES) PER 20151209 O.R. 0427 AND 20161116 O.R. 465.
14. PROPERTY SUBJECT TO COMMUNITY FACILITIES DISTRICT NO. 23 (FOLSOM RANCH) PER BOOK 130 OF ASSESSMENT MAPS AT PAGE 27 AND DN 202005081609.
15. PROPERTY SUBJECT TO "WATER SUPPLY AND FACILITIES FINANCING PLAN AND AGREEMENT" PER 20130124 O.R. 1382 AND DOCUMENTS DECLARING MODIFICATIONS THEREOF PER 20130326 O.R. 1519, 20130521 O.R. 0991, 20140603 O.R. 0959.
16. PROPERTY SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT, SOUTH SPECIFIC PLAN", BY AND BETWEEN CITY OF FOLSOM, AND EAGLE COMMERCIAL PARTNERS, LLC, RECORDED JULY 15, 2014, (BOOK) 20140715 (PAGE) 517, OFFICIAL RECORDS, AND AS AMENDED BY DOCUMENT RECORDED, JANUARY 23, 2016, IN BOOK 20160129, PAGE 385, OFFICIAL RECORDS.
 - ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE FOLSOM SPECIFIC PLAN AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT" RECORDED DECEMBER 9, 2021 PER DOCUMENT NUMBER 202112091459.
17. PROPERTY SUBJECT TO AN EASEMENT OVER SAID LAND FOR AVIGATION AND INCIDENTAL PURPOSES AS GRANTED TO THE OF COUNTY OF SACRAMENTO AND CITY OF FOLSOM PER 20140715 O.R. 518 AND 523.
18. PROPERTY SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT, RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN", BY AND BETWEEN THE CITY OF FOLSOM, AND CARPENTER EAST, LLC, RECORDED JULY 15, 2014, AS BOOK 20140715, PAGE 522, OFFICIAL RECORDS, AND AS AMENDED BY DOCUMENT RECORDED, JANUARY 29, 2016 AS BOOK 20160129, PAGE 0386, OFFICIAL RECORDS, AND AS AMENDED BY DOCUMENT RECORDED, SEPTEMBER 17, 2019, DN 201909171340, O.R.
19. PROPERTY SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "COST SHARING AGREEMENT", BY AND BETWEEN ENCLAVE AT FOLSOM RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND EAST CARPENTER IMPROVEMENT COMPANY, INC, A CALIFORNIA CORPORATION, DATED MAY 3, 2019, RECORDED MAY 9, 2019, AS (INSTRUMENT) 201905090889, OFFICIAL RECORDS.
20. PROPERTY SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT AFFECTING REAL PROPERTY (INCLUSIONARY HOUSING AGREEMENT)" PER DN 201912170909.
21. PROPERTY SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "INTERCREDITOR AGREEMENT" RECORDED SEPTEMBER 17, 2019 PER DN 201909171345.
22. PROPERTY SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED BUILDERS AGREEMENT (MANGINI RANCH PHASE 2, VILLAGES 5 AND 6) RECORDED DECEMBER 9, 2021 PER DN 202112091460.
23. LOTS A, B, C, D, E AND F AS SHOWN PER THIS MAP ARE TO BE DEEDED IN FEE TO THE CITY OF FOLSOM.
24. PURSUANT TO SECTION 6643(G) OF THE SUBDIVISION ACT THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE EASEMENTS LISTED BELOW, NOT SHOWN HEREOF, WITHIN THE BOUNDARY OF THIS MAP.
 - A. RIGHT-OF-WAY FOR ALDER CREEK PARKWAY, WESTWOOD DRIVE AND BLACKTAIL WAY DEDICATED WITHIN LOT 5 AND LOT 6 PER 412 B.M. 7 (REDEDICATED ON THIS MAP).
 - B. THE LANDSCAPE EASEMENT, PEDESTRIAN ACCESS EASEMENT AND PUBLIC UTILITY EASEMENT WITHIN LOT 5 AND LOT 6 OF 412 B.M. 7.
 - C. PLACERVILLE ROAD RIGHT-OF-WAY (848 O.R. 188) WITHIN LOT 6.
 - D. DRAINAGE EASEMENT PER ON 201705021542 WITHIN LOT 5 AND LOT 6.
 - E. DRAINAGE EASEMENT PER ON 201911131329 WITHIN LOT 6.



SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

FINAL MAP (PN 17-307.05)
MANGINI RANCH
PHASE 2 - VILLAGE 5 & 6
 A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTIONS OF SECTIONS 9 AND 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN
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 SHEET 2 OF 9



BASIS OF BEARINGS
 THE NORTHEAST LINE OF LOT 6 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN LARGE LOT FINAL MAP FILED FOR RECORD ON JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS AND HAVING A BEARING OF NORTH 35°57'56" WEST.

- REFERENCES:**
- (1) 412 BM 7 (MANGINI RANCH PHASE 2 LLM)
 - (2) 433 BM 1 (RUSSELL RANCH PHASE 3B)
 - (3) 247 PM 9 (PARCEL 85A)
 - (4) 421 BM 13 (MANGINI RANCH PHASE 2 VILLAGE 6)
 - (5) 422 BM 1 (MANGINI RANCH PHASE 2 VILLAGE 4)

Curve Table

Curve #	Radius	Delta	Length
C1(1)	1600.00'	2°28'25"	77.71'

Line Table

Line #	Bearing	Length
L1(1)	N54°02'04"E	78.18'

- LEGEND**
- FOUND SECTION CORNER AS NOTED
 - FOUND MONUMENT AS NOTED
 - ⊗ STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (1)
 - ⊗ STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (2)
 - ⊗ 3/4" IRON PIE WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (3)
 - ⊗ 3/4" IRON PIE WITH PLASTIC CAP STAMPED "LS 5760" TO BE SET PER (1)
 - ⊗ 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" TO BE SET PER (1)
 - ⊗ 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (3)&(5)
 - ⊗ SET STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 9265"
 - ⊗ SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 9265"
 - ⊗ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
 - ⊗ SET 3/4" BRASS TAG STAMPED "LS 9265"
 - DIMENSION POINT
 - () RECORD DATA PER REFERENCE
 - Δ ACRES
 - BM BOOK OF MAPS
 - (BNDY) BOUNDARY
 - CL CENTERLINE
 - DE DRAINAGE EASEMENT
 - DN DOCUMENT NUMBER, OR
 - EVA EMERGENCY VEHICLE ACCESS EASEMENT
 - LE LANDSCAPE EASEMENT
 - (CA) OVERKILL
 - OR OFFICIAL RECORDS OF SACRAMENTO COUNTY
 - PAE PEDESTRIAN ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - RS RECORD OF SURVEY
 - R/W RIGHT-OF-WAY
 - SF SQUARE FEET
 - SMUD SACRAMENTO MUNICIPAL UTILITY DISTRICT
 - S.P.T.C.J.P.A. SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY
 - W.E. WATERLINE EASEMENT
 - (1) SHEET INDEX
 - BOUNDARY
 - LOT LINE
 - CENTERLINE
 - LOT LINE / RIGHT-OF-WAY
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING I.O.D. LINE
 - SECTION LINE
 - ADJACENT PROPERTY LINE
 - MATCHLINE

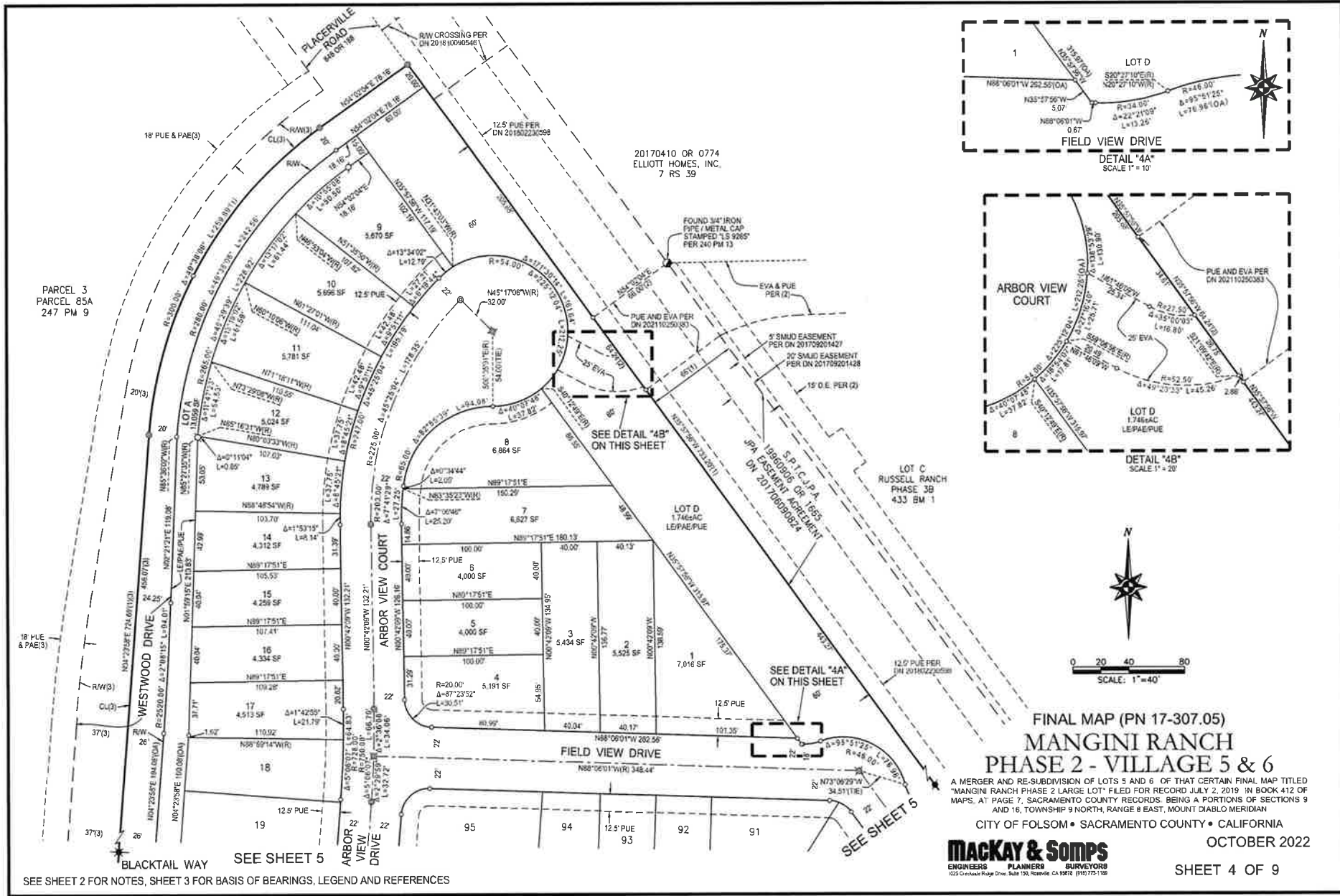


**FINAL MAP (PN 17-307.05)
 MANGINI RANCH
 PHASE 2 - VILLAGE 5 & 6**
 A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTIONS OF SECTIONS 9 AND 10, TOWNSHIP 9 NORTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN.
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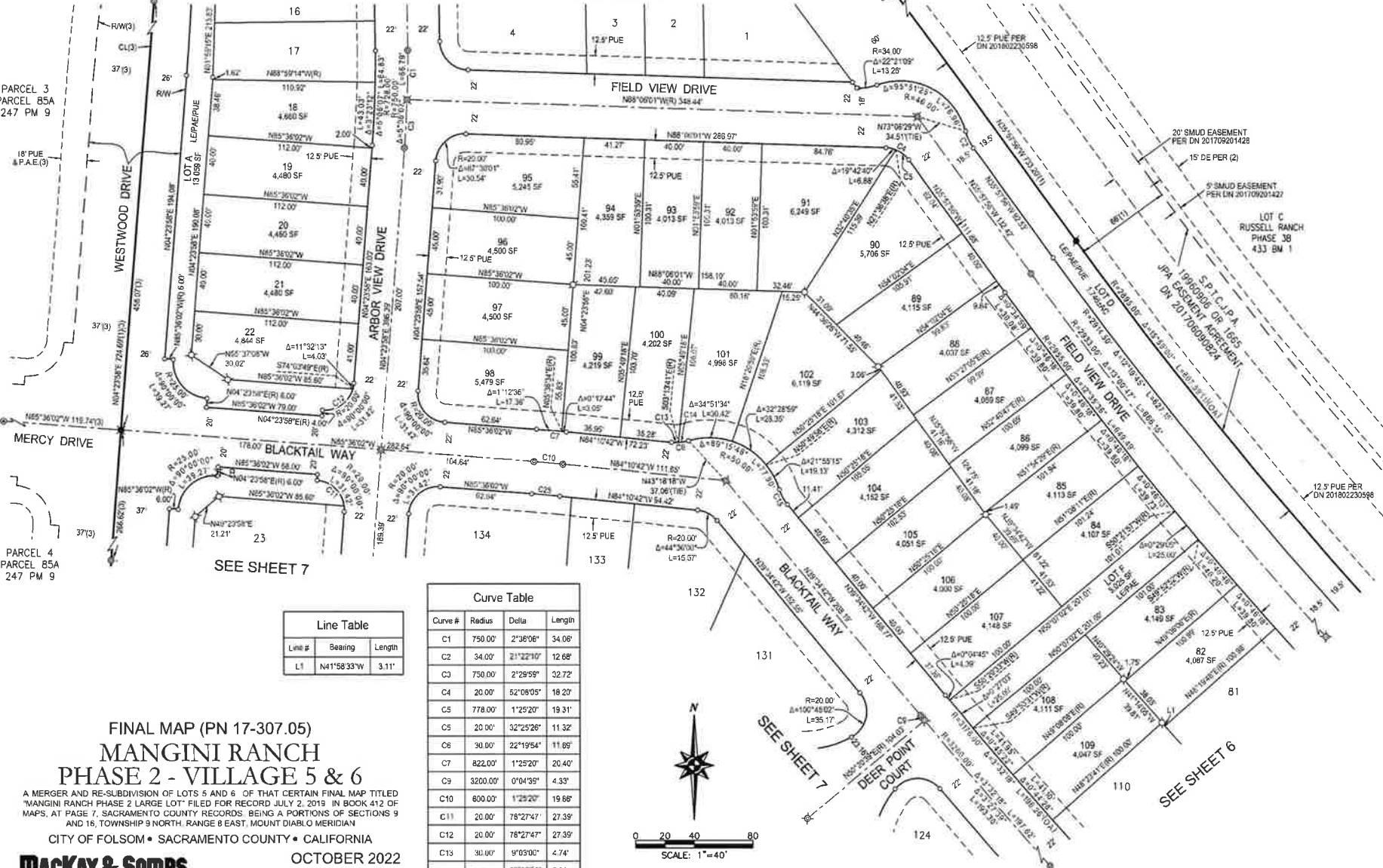
OCTOBER 2022
 SHEET 3 OF 9

SEE SHEET 2 FOR NOTES.



SEE SHEET 2 FOR NOTES, SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

SEE SHEET 4

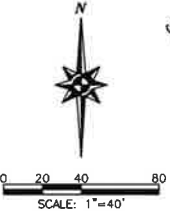


PARCEL 3
PARCEL 85A
247 PM 9

PARCEL 4
PARCEL 85A
247 PM 9

Line Table		
Line #	Bearing	Length
L1	N41°58'33"W	3.11'

Curve Table			
Curve #	Radius	Delta	Length
C1	750.00'	2°36'06"	34.06'
C2	34.00'	21°22'10"	12.68'
C3	750.00'	2°28'59"	32.72'
C4	20.00'	52°08'05"	18.20'
C5	778.00'	1°25'20"	19.31'
C6	20.00'	32°25'26"	11.32'
C7	30.00'	22°19'54"	11.69'
C8	822.00'	1°25'20"	20.40'
C9	3200.00'	0°04'39"	4.33'
C10	800.00'	1°25'20"	19.68'
C11	20.00'	78°27'47"	27.39'
C12	20.00'	78°27'47"	27.39'
C13	30.00'	9°03'00"	4.74'
C14	30.00'	13°16'54"	6.95'
C15	30.00'	22°19'54"	11.69'



FINAL MAP (PN 17-307.05)
MANGINI RANCH
PHASE 2 - VILLAGE 5 & 6

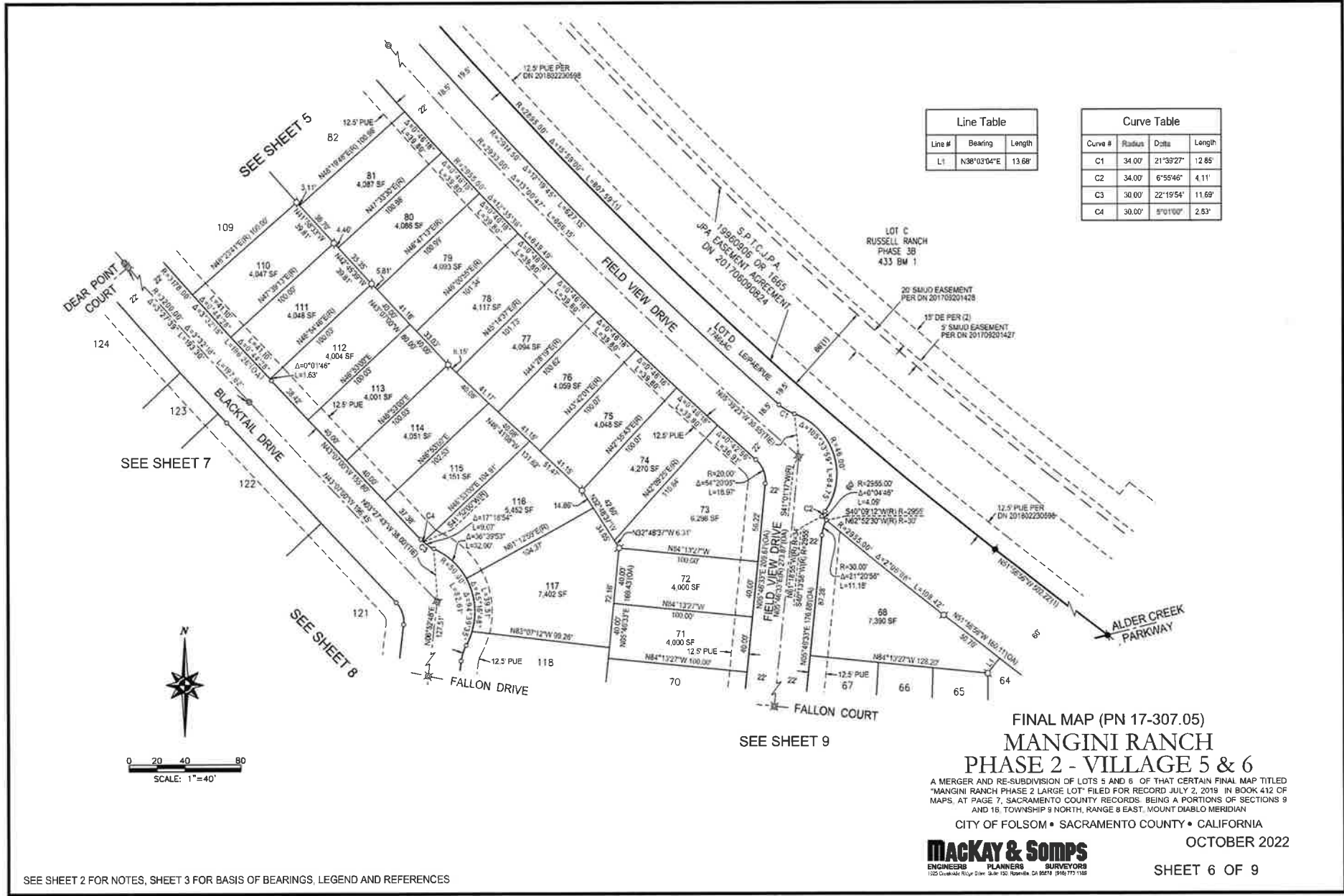
A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTIONS OF SECTIONS 9 AND 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2022
SHEET 5 OF 9

SHEET 5 OF 9



Line Table		
Line #	Bearing	Length
L1	N38°03'04"E	13.68'

Curve Table			
Curve #	Radius	Delta	Length
C1	34.00'	21°39'27"	12.85'
C2	34.00'	6°55'46"	4.11'
C3	30.00'	22°19'54"	11.69'
C4	30.00'	5°01'00"	2.53'

FINAL MAP (PN 17-307.05)

**MANGINI RANCH
PHASE 2 - VILLAGE 5 & 6**

A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2018 IN BOOK 412 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTIONS OF SECTIONS 9 AND 16 TOWNSHIP 9 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN

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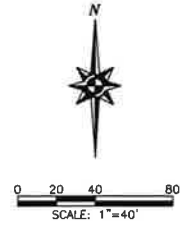
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SHEET 6 OF 9

SEE SHEET 2 FOR NOTES, SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES

SEE SHEET 2 FOR NOTES, SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES



FINAL MAP (PN 17-307.05)
MANGINI RANCH
PHASE 2 - VILLAGE 5 & 6

A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 77 SACRAMENTO COUNTY RECORDS; BEING A PORTIONS OF SECTIONS 9 AND 16, TOWNSHIP 9 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2022

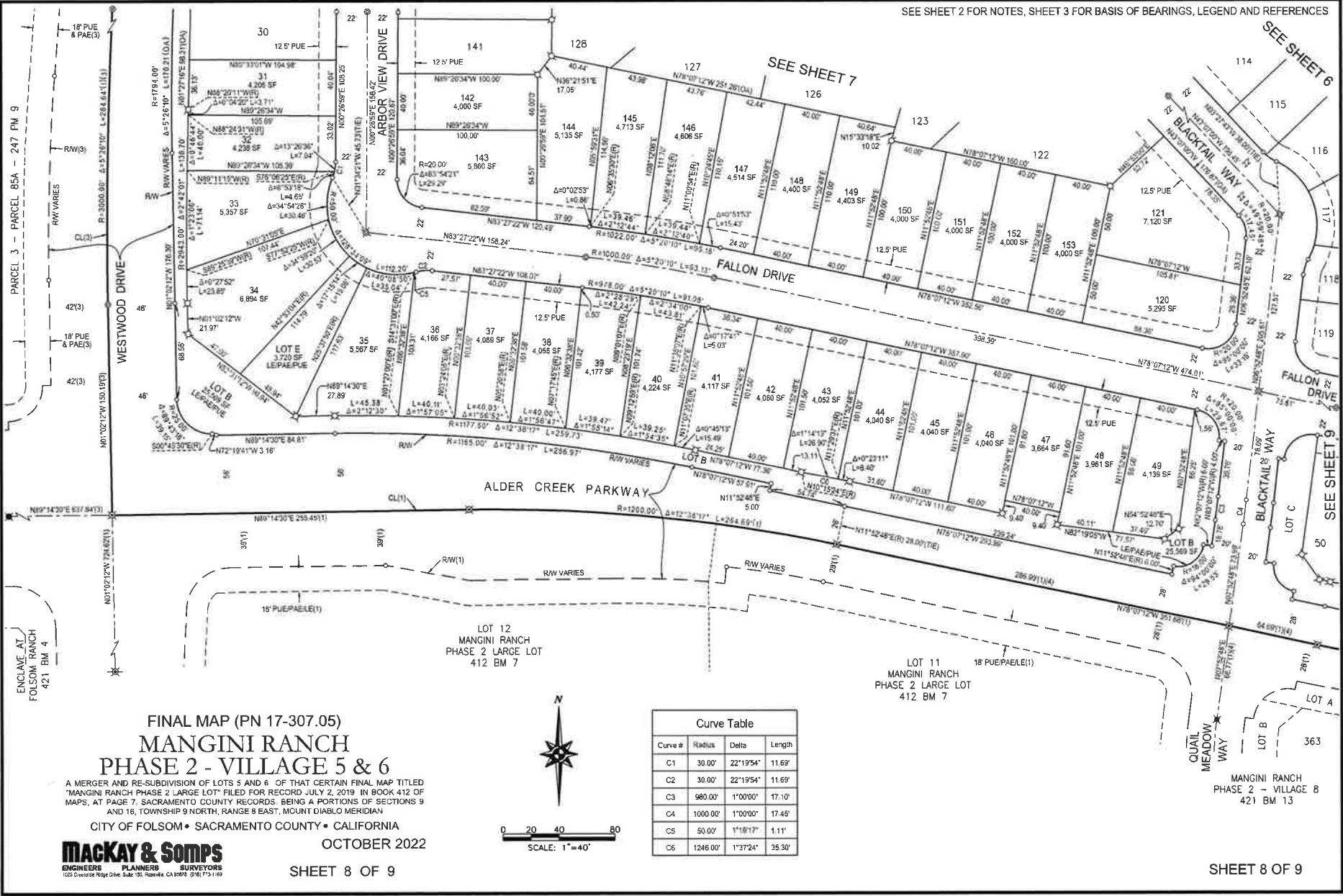


SHEET 7 OF 9

Curve Table			
Curve #	Radius	Delta	Length
C1	800.00'	1°25'20"	19.86'
C2	3200.00'	0°04'39"	4.33'
C3	2845.00'	0°49'23"	42.30'
C4	20.00'	78°27'47"	27.39'
C5	778.00'	1°25'20"	19.31'

Line Table		
Line #	Bearing	Length
L1	N04°23'58"E	23.97'
L2	N85°36'02"W	6.00'
L3	N85°36'02"W	6.00'

SEE SHEET 2 FOR NOTES, SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES



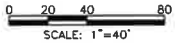
FINAL MAP (PN 17-307.05)
MANGINI RANCH
PHASE 2 - VILLAGE 5 & 6

A MERGER AND RE-SUBDIVISION OF LOTS 5 AND 6 OF THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH PHASE 2 LARGE LOT" FILED FOR RECORD JULY 2, 2019 IN BOOK 412 OF MAPS, AT PAGE 7, TOWNSHIP 9 NORTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN

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OCTOBER 2022
 SHEET 8 OF 9



Curve Table			
Curve #	Radius	Delta	Length
C1	30.00'	22°19'54"	11.69'
C2	30.00'	22°19'54"	11.69'
C3	980.00'	1°00'00"	17.10'
C4	1000.00'	1°00'00"	17.45'
C5	50.00'	1°18'17"	1.11'
C6	1246.00'	1°37'24"	35.30'

SHEET 8 OF 9

ATTACHMENT 4

MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION VESTING TENTATIVE SUBDIVISION MAP

ATTACHMENT 5

TABLE OF CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 VILLAGE NOS. 5 & 6 SUBDIVISION

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
1.	<p><i>Final Development Plans</i> The owner/applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below:</p> <ol style="list-style-type: none"> 2. Vicinity Map 3. Illustrative Master Plan Exhibit, dated December 15, 2017 4. Large-Lot Vesting Tentative Subdivision Map, dated December 15, 2017 5. Small-Lot Vesting Tentative Subdivision Map, dated December 15, 2017 6. Preliminary Grading and Drainage Plan, dated December 15, 2017 7. Preliminary Utility Plan, dated December 15, 2017 8. Conceptual Phasing Plan, dated December 15, 2017 9. On-Site Infrastructure Phasing Exhibit, dated December 15, 2017 10. On-Site Infrastructure Phasing Narrative, dated December 14, 2017 11. Preliminary Phased Off-Site Utility Plan, dated September, 2017 12. Off-Site Infrastructure Triggers, dated December, 2017 13. Interim Off-Site Intersection Design, dated December 15, 2017 14. Trail System Modification Exhibit, dated December 15, 2017 15. Noise Mitigation Exhibit and Conceptual Wall and Fencing Exhibit, dated December 15, 2017 16. Inclusionary Housing Plan, dated September 26, 2017 17. Parks and Open Space Ownership/Maintenance Summary, dated December 14, 2017 18. Minor Administrative Modification Exhibits 19. Folsom Ranch Central District Guidelines Addendum, dated December, 2017 <p>The Small-Lot Vesting Tentative Subdivision Map is approved for the development of a 545-unit residential subdivision (Mangini Ranch Phase 2 Subdivision). Implementation of the project shall be consistent with the above referenced items and these conditions of approval.</p>	G, I, M, B	CD (P)(E)	<p>The Community Development Department has reviewed and approved the improvement plans and the final map for the project. The approved improvement plans are in substantial compliance with the grading and drainage plans, the site and utility plans, offsite infrastructure exhibit, the preliminary landscape plans and the design guidelines.</p> <p>The final map for Village 5 & 6 is in substantial compliance with the approved Vesting Tentative Subdivision Map.</p> <p>The Vesting Tentative Subdivision Map (PN17-307) was approved by the City Council on February 13, 2018. (Resolution No. 10069)</p>	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
2.	<i>Plan Submittal</i> All civil engineering, improvement, and landscape and irrigation plans, shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.	G, I, M,	CD (P)(E)(B)	Improvement plans for the Village 5 & 6 subdivision have been reviewed and approved by the Community Development Department. Grading and construction commenced in this subdivision in the Fall of 2022. Landscape and Irrigation plans for this subdivision reviewed and approved prior to the first building permit issuance in the subdivision.	Yes
3.	<i>Validity</i> This approval of the Vesting Small Lot Tentative Subdivision Map shall be valid for a period of twenty-four months pursuant to Section 16.16.110A of the Folsom Municipal Code and the Subdivision Map Act. The term of the approved Inclusionary Housing Plan shall track the term of the Vesting Small Lot Tentative Subdivision Map, as may be extended from time to time pursuant to Section 16.16.110.A and 16.16.120 of the Folsom Municipal Code and the Subdivision Map Act. The term of the Project Design Guidelines shall track the term of the First Amended and Restated Tier 1 Development Agreement.	OG	CD (P)	The City Council approved the Small Lot Vesting Tentative Map on February 13, 2018. (Resolution No. 10069)	Yes
4.	<i>Vesting Tentative Subdivision Map Approval</i> The Vesting Tentative Subdivision Map for the Mangini Ranch Phase 2 Subdivision project shall be subject to review and approval by the City Council.	M	CD (P)(E)	The Owner/applicant has complied with all applicable mitigation measures from the FEIR/EIS prior to the issuance of a grading permit. Additionally, construction inspection and monitoring is being conducted throughout construction by the City and/or its Consultants.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
5.	<p>Improvements in the PFFP</p> <p>The owner/applicant shall be subject to all thresholds, timelines and deadlines for the construction and final completion of various improvements for the entire Folsom Plan Area. The various improvements are outlined and detailed in the Folsom Plan Area Specific Plan Public Facilities Financing Plan (PFFP) dated January 28, 2014 and adopted by City of Folsom Resolution No. 9298. These improvements in the PFFP include, but are not limited to, the backbone infrastructure water (water reservoirs, water transmission mains, booster pump stations, pressure reducing valve stations, etc.), sanitary sewer (lift stations and forced mains) systems, recycled water mains and associated infrastructure, roadway and transportation (future interchanges, major arterial roadways, etc.) improvements, aquatic center (community pool), parks, fire stations, municipal services center, community library, etc The thresholds and timelines included in the PFFP require facilities to be constructed and completed based on number of building permits issued and in some cases, number of residential units that are occupied. The owner/applicant shall be required to address these thresholds and timelines as the project moves forward through the various developments stages and shall be subject to the various fair share requirements, subject to the provisions of the PFFP, the ARDA and any amendment thereto.</p>	M	CD(E)(P)(B), PW, FD, EWR, PR	The owner/applicant is in compliance with all plan area wide obligations. These conditions of approval require certain improvements during buildout of this Tentative Map. The owner/applicant has been required to construct these improvements as needed and in conjunction with the other subdivisions under development. Grading and construction in this subdivision commenced in the Fall of 2020.	Yes
6.	<p>Street Names</p> <p>The street names identified below shall be used for the Final Small-Lot Map: Savannah Parkway, Alder Creek Parkway, Westwood Drive, Dandelion Lane, Golden Wave Drive, Gardner Street, Persimmon Way, Sassafras Trail, Hackberry Lane, Arbor View Drive, Emerald Knoll Lane, Copper Ridge Drive, Field View Trail, Eagle Ridge Lane, Spice Wood Court, Willow Grove Street, Cimarron Trail, Vista Grande Drive, Sienna Bluff Trail, Lilac Circle, Butterfly Ridge, Spring Harvest Trail, Barnwood Drive, Barn Owl Drive, Triple Creek Way, Crooked Bed Trail, Deer Point Court, Blacktail Way, Willowick Lane, Shadow Creek Circle, Dragonfly Way, Old Ranch Road, Whispering Brook Way, Shakers Ridge Way, Quakie Glen Drive, Shale Rock Court, Wind River Range Lane, Owl Creek Drive, Drowsy Water Way, Cackleberry Court, Quail Meadow Way, Tall Oaks Bend, Stone View Trail, Snapdragon Lane, Timberline Meadow Way, Trails End, Broken Oak Lane, Bitterroot Lane.</p>	M	CD (E)(P)	The Final Map for Village 5 & 6 includes street names chosen from the approved list in this condition.	Yes

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7.	<p><i>Indemnity for City</i> The owner/applicant shall protect, defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other applicable statutes of limitation. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. If the City should fail to cooperate fully in the defense, the owner owner/applicant shall not thereafter be responsible to defend, indemnify and hold harmless the City or its agents, officers, and employees, pursuant to this condition. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:</p> <ul style="list-style-type: none"> • The City bears its own attorney’s fees and costs; and • The City defends the claim, action or proceeding in good faith <p>The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant. The owner/applicant’s obligations under this condition shall apply regardless of whether a Final Map is ultimately recorded with respect to this project.</p>	OG	CD (P)(E)(B) PW, PR, FD, PD	The City standard subdivision improvement agreement includes language that satisfies this condition. The subdivision improvement agreement will be executed by the City Manager upon approval by the City Council.	Yes
8.	<p><i>Small-Lot Vesting Tentative Subdivision Map</i> The Small-Lot Vesting Tentative Subdivision map is expressly conditioned upon compliance with all environmental mitigation measures in the Folsom Plan Area Specific Plan (FEIR/EIS) as amended by the Westland/Eagle Specific Plan Amendment CEQA Addendum, and the Folsom South of U.S. Highway 50 Specific Plan Revised Proposed Off-Site Water Facility Alternative CEQA Addendum as well as compliance with the mitigation measures in the South of U.S. Highway 50 Backbone Infrastructure Project Mitigated Negative Declaration for those portions of Mangini Ranch Phase 2 that are included as part of the South of U.S. Highway 50 Backbone Infrastructure Project.</p>	OG	CD	The Owner/applicant has complied with all applicable mitigation measures from the FEIR/EIS prior to the issuance of a grading permit for this subdivision in the Fall of 2022. Additionally, construction inspection and monitoring is conducted throughout construction by the City and/or its Consultants to verify compliance.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
9.	ARDA and Amendments The owner/applicant shall comply with all provisions of Amendments No. 1 and 2 to the First Amended and Restated Tier 1 Development Agreement and any approved amendments thereafter by and between the City and the owner/applicant of the project.	G, I, M, B	CD (E)	The owner/applicant has complied with all applicable provisions of the respective Amended and Restated Tier 1 Development Agreement.	Yes
10.	Mitigation Monitoring The owner/applicant shall participate in a mitigation monitoring and reporting program pursuant to City Council Resolution No. 2634 and Public Resources Code 21081.6. The mitigation monitoring and reporting measures identified in the Folsom Plan Area Specific Plan FEIR/EIS, the South of 50 Backbone Infrastructure Project MND, the Westland/Eagle Specific Plan Amendment to the FPASP and Addendum to the FPASP EIR/EIS, and the Folsom South of U.S. Highway 50 Specific Plan Project Revised Proposed Off-Site Water Facility Alternative Amendment to the FPASP and Addendum to the FPASP EIR/EIS have been incorporated into these conditions of approval in order to mitigate or avoid significant effects on the environment. These mitigation monitoring and reporting measures are identified in the mitigation measure column. Applicant shall fund on a Time and Materials basis all mitigation monitoring (e.g., staff and consultant time).	OG	CD (P)	The owner has funded and participated in a MMRP reporting program performed by the City's consultant (Helix) and/or staff throughout the course of grading and construction.	Yes
POLICE/SECURITY REQUIREMENT					
11.	The owner/applicant shall consult with the Police Department in order to incorporate all reasonable crime prevention measures. The following security/safety measures shall be considered: <ul style="list-style-type: none"> • A security guard on-duty at all times at the site or a six-foot security fence shall be constructed around the perimeter of construction areas. • Security measures for the safety of all construction equipment and unit appliances. • Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting. 	G, I, B	PD	The owner provided onsite security during construction and has incorporated line of sight guidelines into landscaping plans at intersections	Yes
DEVELOPMENT COSTS AND FEE REQUIREMENTS					
12.	Taxes and Fees The owner/applicant shall pay all applicable taxes, fees and charges for the project at the rate and amount required by the Public Facilities Financing Plan and Amendment No. 1 to the Amended and Restated Tier 1 Development Agreement.	OG	CD (P)(E)	The owner has paid all current taxes and fees associated with this subdivision.	Yes

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13.	<p>Assessments If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.</p>	OG	CD (E)	The owner has paid all taxes and fees associated with this subdivision and filed a tax segregation request for applicable taxes.	Yes
14.	<p>FPASP Development Impact Fees The owner/applicant shall be subject to all Folsom Plan Area Specific Plan Area development impact fees in place at the time of approval or subsequently adopted consistent with the Public Facilities Financing Plan (PFFP), Development Agreement and amendments thereto, unless exempt by previous agreement. The owner/applicant shall be subject to all applicable Folsom Plan Area plan-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, the Folsom Plan Area Specific Plan Fee, Specific Plan Infrastructure Fee (SPIF), Solid Waste Fee, Corporation Yard Fee, Transportation Management Fee, Transit Fee, Highway 50 Interchange Fee, General Park Equipment Fee, Housing Trust Fee, etc.</p> <p>Any protest to such for all fees, dedications, reservations or other exactions imposed on this project will begin on the date of final approval (February 13, 2018), or otherwise shall be governed by the terms of Amendments No. 1 and 2 to ARDA. The fees shall be calculated at the fee rate set forth in the PFFP and the ARDA.</p>	B	CD (P), PW, PK	The Owner/Applicant shall pay all required City fees and Plan Area wide fees prior to issuance of building permits.	Yes
15.	<p>Legal Counsel The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the City shall provide notice to the owner/applicant of the outside counsel selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for all outside legal fees and costs incurred and documented by the City for such services. The owner/applicant may be required, at the sole discretion of the City Attorney, to submit a deposit to the City for these services prior to initiation of the services. The owner/applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.</p>	OG	CD (P)(E)	The City has not yet utilized any outside services for any type of legal issues for this subdivision. If at any time during the development of this subdivision, any outside legal services were necessary, the owner/applicant would be required to conform to this condition.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
16.	<i>Consultant Services</i> If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the City shall provide notice to the owner/applicant of the outside consultant selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for actual costs incurred and documented in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the Grading Plan, Final Map, improvement plans, or beginning inspection, whichever is applicable.	G, I, M, B	CD (P)(E)	The City has provided notice to the owner/applicant for various Consultants performing services for the development of this subdivision. The City has collected deposits from the owner/applicant in advance of such work for these services.	Yes
17.	<i>Walls/Fences/Gates</i> The final location, design, height, materials, and colors of the walls, fences, and gates shall be subject to review and approval by the Community Development Department to ensure consistency with the Folsom Ranch Central District Design Guidelines.	B	CD (P)(E)	The owner/applicant will submit landscape and streetscape plans to the Community Development Department. The Community Development Department will verify that the landscape and streetscape plans include the required wall, fences and gates and that these improvements are in compliance with the Folsom Ranch Central District Design Guidelines.	Condition will be satisfied prior to building permit issuance in the subdivision.

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
18.	<p>Development Phase 1 (Villages 1, 2, 7) Plan The owner/applicant shall construct the following improvements as shown on the Vesting Tentative Subdivision Map with each applicable phase. Roadways shall be to the ultimate horizontal and vertical alignment unless otherwise noted.</p> <ul style="list-style-type: none"> ○ Roads <ul style="list-style-type: none"> ▪ Alder Creek Parkway (East Bidwell Street to Placerville Road) <ul style="list-style-type: none"> ● One lane of travel in each direction (These roadway improvements are existing improvements being constructed with FPA Phase 1 Backbone Improvements) ● Intersection and median pocket improvements are described in following three phases ▪ East Bidwell Street (Alder Creek Parkway to the interface of Mangini Ranch Phase 1 Subdivision Project) <ul style="list-style-type: none"> ● One lane of travel in each direction (These roadway improvements are existing-improvements constructed with FPA Phase 1 Backbone Improvements) ● Intersection of Savannah Parkway and East Bidwell Street including turn lanes (as shown on Attachment 11/Off-Site Infrastructure Triggers, December-2017/Required Prior to First Building Permit) <ul style="list-style-type: none"> ○ Control: Stop-Sign control at the westbound approach to East Bidwell Street from Savannah Parkway with full access. ○ Southbound Approach to Savannah Parkway from East Bidwell Street: One thru-lane, and one left-turn lane with a 200-foot long transition, 60-foot-long taper, and 100 feet of vehicle storage. ○ Northbound Approach to Savannah Parkway from East Bidwell Street: One shared thru/right-turn lane. ○ Westbound Approach to East Bidwell Street from Savannah Parkway: One shared left/right-turn lane, and a striped out left-turn pocket with a 125-foot-long taper and 60 feet of vehicle storage. 	G, I, M	CD (E), EWR, PW, FD	<p>The owner has submitted and obtained approval by the City of a phasing plan for Development Phase 1 of the Mangini Ranch Phase 2 Vesting Tentative Subdivision Map, which includes Village 5 & 6. The following addresses the improvements necessary to serve Village 5 & 6:</p> <p>Alder Creek Parkway is required to provide access to the Village 5 & 6 subdivision. Alder Creek Parkway has been completed and accepted by the City and is currently in operation</p> <p>Roadway improvements to provide access to the Village 5 & 6 subdivision are being constructed with the approved Parcel 85A improvement plans and the approved Enclave at Folsom Ranch Off-site Improvement Plans. These roadway improvements include Alder Creek Parkway and Westwood Drive. These improvements have been under construction since the Spring of 2019. These improvements have been completed and accepted by the City and are currently in operation.</p>	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
18. Cont.	<ul style="list-style-type: none"> ○ Between Old Ranch Way and the southern boundary of the project site, East Bidwell Street shall be constructed as a two-lane arterial on the eastern “half segment” of its ultimate configuration. This two-lane segment shall have a striped 2-foot-wide median south of Old Ranch Way, consistent with the California Manual of Uniform Traffic Control Devices (MUTCD) Figure 3A-107 (CA), or similar standard. The southbound left-turn pocket shall be developed in accordance with the Highway Design Manual (HDM) Figure 405-2A, or similar standard. Savannah Parkway shall have a raised median curb. ● Intersection of Old Ranch Way and East Bidwell Street including turn lanes <ul style="list-style-type: none"> ○ Control: All-Way Stop-Sign control at the intersection of East Bidwell Street and Old Ranch Way with full access. ○ Southbound Approach to Old Ranch Way from East Bidwell Street: One thru-lane and one left-turn lane. ○ Northbound Approach to Old Ranch Way from East Bidwell Street: One shared thru/right-turn lane. ○ Westbound Approach to East Bidwell Street from Old Ranch Way: One shared left/right-turn lane. ● Village 7 Entrance/Exit on East Bidwell Street <ul style="list-style-type: none"> ○ Control: Stop-Sign control at the Village 7 exit to East Bidwell Street. ○ Access to Village 7 from East Bidwell Street limited to right-turns in and right-turns out only. Measures to enforce the right-turn in and right-turn out restriction at this location shall be implemented to the satisfaction of the Community Development Department. ● Frontage Improvements on East Bidwell Street <ul style="list-style-type: none"> ○ Frontage Improvements including curb, gutter, sidewalk, and landscaping along the east side of East Bidwell Street from Savannah Parkway to the southern project boundary with the Mangini Ranch Phase 1 Subdivision project. 	G, I, M	CD (E), EWR, PW, FD		

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
18. Cont.	<ul style="list-style-type: none"> ▪ Savannah Parkway (East Bidwell Street East Bidwell Street to the eastern edge of Open Space Lots I and L) <ul style="list-style-type: none"> • One lane of travel in each direction and a landscaped median of varying widths. • Intersection of Savannah Parkway and Westwood Drive including turn lanes <ul style="list-style-type: none"> ○ Westbound approach to Westwood Drive from Savannah Parkway: One through lane, one right-turn lane, and one left-turn lane. The right-turn pocket will have a 125-foot-long taper and 210 feet of vehicle storage. The left-turn lane will have a 125-foot-long taper with 60 feet of vehicle storage. ○ Eastbound approach to Westwood Drive from Savannah Parkway: One shared through/right-turn lane and one left-turn lane. The left-turn lane will have a 125-foot-long taper with 60 feet of vehicle storage. ○ Northbound approach to Savannah Parkway from Westwood Drive: One shared through lane/right-turn lane and one left-turn lane. The left-turn lane will have a 125-foot-long taper with 60 feet of vehicle storage. A 60-foot-long taper will be provided for the right-turn movement. • Village 1 Entrance/Exit and Turn Pockets <ul style="list-style-type: none"> ○ Control: Stop-Sign control at the Village 1 exit to Savannah Parkway. ○ Westbound left-turn pocket into Village 1 entrance from Savannah Parkway with a 125-foot-long taper and 60 feet of vehicle storage. ○ Eastbound left-turn pocket at Savannah Parkway/Village 1 intersection with 125-foot-long taper and 60 feet of vehicle storage. • Frontage Improvements on Savannah Parkway <ul style="list-style-type: none"> ○ Frontage Improvements along the southern side of Savannah Parkway including curb, gutter, sidewalk, medians, and landscaping along with the remainder of paving required to complete the roadway sections K and K1 to the eastern edge of Open Space Lots I and J as shown on the Small-Lot Vesting Tentative Subdivision Map. ▪ Westwood Drive (Savannah Parkway to the interface of Mangini Ranch Phase 1, including the Alder Creek Tributary creek crossing) <ul style="list-style-type: none"> • One lane of travel in each direction • Frontage improvements on Westwood Drive including curb, gutter, sidewalk, landscaping, medians along with remainder of paving required to complete the roadway Sections U, V1 and V-2 as shown on the Small-Lot Vesting Tentative Subdivision Map 	G, I, M	CD (E), EWR, PW, FD	<p>Improvements to Savannah Parkway have been completed and accepted and were included as part of the Village 1, 2 & 7 subdivision improvement plans.</p> <p>Additional Improvements to Savannah Parkway east of the easterly boundary of Village 2 to White Rock Road are under construction and should be completed in the Fall of 2022.</p> <p>The improvements to Savannah Parkway are not required to provide access to Village 5 & 6.</p>	

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CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
18. Cont.	<ul style="list-style-type: none"> ▪ Westwood Drive (Alder Creek Parkway to Old Ranch Way) <ul style="list-style-type: none"> • One lane of travel in each direction (The Enclave at Folsom Ranch Subdivision project (PN 16-025) is currently conditioned to complete these improvements) • Intersection of Alder Creek Parkway and Westwood Drive including turn lanes <ul style="list-style-type: none"> ○ Control: All-Way Stop-Sign control at the intersection of Westwood Drive and Alder Creek Parkway with full access. ○ Westbound Approach to Westwood Drive from Alder Creek Parkway: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 60 feet of vehicle storage. ○ Northbound Approach to Alder Creek Parkway from Westwood Drive: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 210 feet of vehicle storage. A 60-foot-long taper will be provided for the right-turn movement. ○ Eastbound Approach to Westwood Drive from Alder Creek Parkway: One through lane, one right-turn lane and one left-turn lane. • Intersection of Old Ranch Way and Westwood Drive including turn lanes <ul style="list-style-type: none"> ○ Eastbound Approach to Westwood Drive from Old Ranch Way: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 60 feet of vehicle storage. ○ Southbound Approach to Old Ranch Way from Westwood Drive: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 60 feet of vehicle storage. • Frontage Improvements on Westwood Drive <ul style="list-style-type: none"> ○ Frontage Improvements including curb, gutter, sidewalk, median, and landscaping along with the remainder of paving required to complete the roadway section K2 as shown on the Small-Lot Vesting Tentative Subdivision Map. ▪ Old Ranch Way (East Bidwell Street to Westwood Drive) <ul style="list-style-type: none"> • One lane of travel in each direction (The Enclave at Folsom Ranch Subdivision project (PN 16-025) is currently conditioned to complete these improvements) • Frontage improvements along the southern side including curb, gutter and sidewalk and landscaping along with remainder of paving required to complete the roadway Section S and S1 as shown on the Small-Lot Vesting Tentative Subdivision Map. 	G, I, M	CD (E), EWR, PW, FD	Additional Improvements to Savannah Parkway east of the easterly Village 2 boundary to White Rock Road are not required for the Village 5 & 6 subdivision.	

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
18. Cont.	<ul style="list-style-type: none"> ○ Utility Infrastructure <ul style="list-style-type: none"> ▪ The utilities shall be constructed concurrent with the roadway phasing, as deemed appropriate and necessary to support the particular phase by the City Engineer. ▪ A particular development phase may be developed into sub-phases in which the roadway and utility phasing may change. If sub-phasing is proposed, the City Engineer shall determine what roadway and utility improvements are appropriate and necessary to serve the sub-phase. ▪ Hydromodification Basins No. 19 and No. 23 shall be constructed with Phase 1, unless already constructed by Others. ○ Trails in Open Space <ul style="list-style-type: none"> ▪ No trails within Phase 1 ○ Park Grading <ul style="list-style-type: none"> ▪ Community Park East will serve as a spoils site during Phase 1 grading. Grading of the park will be completed in subsequent phases. 	G, I, M	CD (E), EWR, PW, FD	<p>Underground water, sanitary sewer, storm drainage and public utility infrastructure will be constructed as a part of the roadway construction to serve Village 5 & 6, the Hydro-modification Basin 19 has been included in the Enclave Offsite improvements plans. The roadway improvements to serve Village 5 & 6 are included in the Parcel 85A improvements plans are currently under construction. The Hydro-modification Basin 19 has been completed and accepted and is currently in operation</p> <p>There are no trails being constructed in the open space adjoining the Village 5 & 6 subdivision.</p> <p>The owner/applicant commenced with grading the entire Mangini Ranch Phase 2 subdivision in the Spring of 2019. Throughout the grading in the future years, excess spoils will be placed in the future Community Park East.</p>	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
19.	<p>Development Phase 2 (Villages 3, 4, 8, and Lots C & D) Plan Developer shall construct the following improvements as shown on the Mangini Ranch Phase 2 Vesting Tentative Subdivision Map & Conceptual Development Phasing Diagram unless otherwise noted; Roadways shall be constructed to the ultimate horizontal and vertical alignment unless otherwise noted.</p> <ul style="list-style-type: none"> ○ Roads <ul style="list-style-type: none"> ▪ Savannah Parkway (Eastern edge of Open Space Lots I and L to SMUD Substation) <ul style="list-style-type: none"> • One lane of travel in each direction and median • Village 3 Entrance/Exit on Savannah Parkway <ul style="list-style-type: none"> ○ Control: Stop-Sign control at the Village 3 exit to Savannah Parkway. ○ Eastbound left-turn lane from Savannah Parkway into Village 3 entrance with 125-foot-long taper and 60 feet of vehicle storage. ○ Frontage improvements along the northern side of Savannah Parkway including curb, gutter and sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Section K as shown on the Small-Lot Vesting Tentative Subdivision Map. ○ Park Frontage improvements are the responsibility of the City. ▪ Westwood Drive (Savannah Parkway to Old Ranch Way) <ul style="list-style-type: none"> • One lane of travel in each direction • Intersection of Old Ranch Way and Westwood Drive including turn lanes <ul style="list-style-type: none"> ○ Northbound Approach to Old Ranch Way from Westwood Drive: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 60 feet of vehicle storage. A 60-foot-long taper will be provided for the right-turn movement. ○ Westbound Approach to Westwood Drive from Old Ranch Way: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 60 feet of vehicle storage. • Intersection of Savannah Parkway and Westwood Drive including turn lanes <ul style="list-style-type: none"> ○ Southbound Approach to Savannah Parkway from Westwood Drive: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 90 feet of vehicle storage. A 60-foot-long taper will be provided for the right-turn movement. 	G, I, M	CD (E), EWR, PW, FD	These improvements in this condition are not required to provide access and utilities to the Village 5 & 6 subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
19. Cont.	<ul style="list-style-type: none"> • Frontage Improvements on Westwood Drive <ul style="list-style-type: none"> ○ Frontage improvements along the western side of Westwood Drive including curb, gutter and sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Section K as shown on the Small-Lot Vesting Tentative Subdivision Map. ▪ Old Ranch Way (Westwood Drive to Village 4) <ul style="list-style-type: none"> • One lane of travel in each direction • Frontage improvements including curb, gutter, sidewalk, median and landscaping along with remainder of paving required to complete the roadway Section V-4 as shown on the Small-Lot Vesting Tentative Subdivision Map • Park & School frontage including curb, gutter, and 10-foot-wide sidewalk with remainder of paving required to complete the roadway Section V-4 as shown on the Small-Lot Vesting Tentative Subdivision Map. Park frontage improvements are the responsibility of the City. ▪ Alder Creek Parkway (Westwood Drive to Placerville Road) <ul style="list-style-type: none"> • One lane of travel in each direction and median (Existing travel lanes on Alder Creek Parkway constructed with FPA Phase 1 Backbone Improvements) • Village 8 Entrance/Exit on Savannah Parkway <ul style="list-style-type: none"> ○ Westbound left-turn lane from Alder Creek Parkway into Village 8 entrance with 125-foot-long taper and 60 feet of vehicle storage. • Intersection of East Bidwell Street and Alder Creek Parkway (as shown on Attachment 11/Off-Site Infrastructure Triggers, December-2017/Required Prior to 236th Building Permit) <ul style="list-style-type: none"> ○ Control: Signalize with a protected southbound East Bidwell Street left-turn, westbound Alder Creek Parkway split phasing, and westbound Alder Creek Parkway right-turn overlap. U-Turns prohibited. ○ Southbound Approach to Alder Creek Parkway from East Bidwell Street: One thru-lane, and two left-turn lanes, with a 300-foot-long single lane left-turn pocket excluding tapers for the most easterly of the left turning lanes. ○ Northbound Approach to Alder Creek Parkway from East Bidwell Street: One thru lane and one shared thru/right-turn lane with a striped 500-foot long right-turn pocket excluding tapers for the shared thru/right-turn lane. 	G, I, M	CD (E), EWR, PW, FD	These improvements in this condition are not required to provide access and utilities to the Village 5 7 6 subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
19. Cont.	<ul style="list-style-type: none"> ○ Westbound Approach to East Bidwell Street from Alder Creek Parkway: One right-turn lane and one left-turn lane, with a 200-foot left-turn pocket excluding tapers for the left-turn lane. ○ Eastbound Alder Creek Parkway Departure: Two receiving lanes shall be provided, the second receiving lane shall be dropped after 300 feet excluding tapers. ○ East Bidwell Street shall be constructed as a four-lane divided arterial between Alder Creek Parkway and the U.S. Highway 50 Interchange, with a 38-foot-wide median at Alder Creek Parkway that tapers back to match the existing four-lane arterial segment at the eastbound U.S. Highway 50 slip onramp. East Bidwell Street shall be constructed as a two-lane divided arterial between Alder Creek Parkway and Old Ranch Way, with a 38-foot-wide raised median at Alder Creek Parkway that tapers back to match the two-lane half segment. Alder Creek Parkway between East Bidwell Street and Westwood Drive shall be constructed as a two-lane divided roadway with a 38-foot-wide raised median. ● Frontage Improvements on Alder Creek Parkway <ul style="list-style-type: none"> ○ Frontage improvements along the southern side of Alder Creek Parkway including curb, gutter, sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Section C1 as shown on the Small-Lot Vesting Tentative Subdivision Map. ■ Intersection of East Bidwell Street and White Rock Road <ul style="list-style-type: none"> ● Prior to issuance of the 281st building permit, the owner/applicant shall be responsible for either Option A or Option B below as follows: <ul style="list-style-type: none"> ○ Option A: The Capital Southeast Connector Joint Powers Authority (JPA) project proposes to relocate and signalize the East Bidwell Street/White Rock Road intersection: If the proposed JPA project at this location is fully funded and construction is underway by the time the 281st building permit is issued, the project shall pay the Sacramento County Transportation Development Fees, toward the JPA project. 	G, I, M	CD (E), EWR, PW, FD	These improvements in this condition are not required to provide access and utilities to the Village 5 & 6 subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
19. Cont.	<ul style="list-style-type: none"> ○ Option B: Signalize the existing East Bidwell Street/White Rock Road intersection with Mangini Ranch Phase 1 improvements: If the JPA project to relocate and signalize the East Bidwell Street/White Rock Road intersection is not fully funded and under construction prior to issuances of the 281st building permit, the owner/applicant shall be responsible to signalize the existing intersection with improvements described in Condition No. 127 of the Mangini Ranch Phase 1 conditions of approval. Mangini Ranch Phase 1 improvements at this location consist of “Southbound on East Bidwell Street construct a free southbound right turn lane consisting of 315 feet of deceleration length plus 50 feet storage length, excluding appropriate tapers and a 300 foot receiving /acceleration lane, excluding tapers along westbound White Rock Road. Westbound on White Rock Road, construct a free right-turn lane consisting of 315 feet of deceleration length plus 50 feet of storage length, excluding appropriate tapers, and a 300-foot receiving lane excluding appropriate tapers along northbound East Bidwell Street. ○ The JPA currently has more than seven million dollars programed toward relocation and signalization of the East Bidwell Street/White Rock Road intersection, and is planning to begin acquiring right-of-way during the winter of 2018, and begin construction during the summer of 2019. The projected absorption Schedule for the Mangini Ranch Phase 2 project estimates that the 281 dwelling units will not be constructed until sometime in the second quarter of 2020. Option A above is the preferred improvement, Option B would be a throwaway improvement. ○ Utility Infrastructure <ul style="list-style-type: none"> ▪ The utilities shall be constructed concurrent with the roadway phasing, as deemed appropriate and necessary to support the particular phase by the City Engineer ▪ A particular development phase may be developed into sub-phases in which the roadway and utility phasing may change. If sub-phasing is proposed, the City Engineer shall determine what roadway and utility improvements are appropriate and necessary to serve the sub-phase ○ Trails in Open Space <ul style="list-style-type: none"> ▪ The proposed trail within Lot I open space will be graded with Village 3 ▪ The proposed trail within Lot H open space adjacent to the school will be graded with Village 4 ○ Park Grading <ul style="list-style-type: none"> ▪ Community Park East will serve as a spoils site during Phase 2 grading. Grading of the park will be completed in subsequent phases. 	G, I, M	CD (E), EWR, PW, FD	These improvements in this condition are not required to provide access and utilities to the Village 5 & 6 subdivision.	Yes

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CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
20.	<p>Development Phase 3 (Villages 5 and 6, and Lots B, F, and G) Developer shall construct the following improvements as shown on the Mangini Ranch Phase 2 Vesting Tentative Subdivision Map & Conceptual Development Phasing Diagram unless otherwise noted; Roadways shall be constructed to the ultimate horizontal and vertical alignment unless otherwise noted.</p> <ul style="list-style-type: none"> ○ Roads <ul style="list-style-type: none"> ▪ East Bidwell Street (Savannah Parkway to the Alder Creek Parkway) <ul style="list-style-type: none"> • Intersection of Savannah Parkway and East Bidwell Street including turn lanes (as shown on Attachment 11/Off-Site Infrastructure Triggers, December-2017/Required Prior to 496th Building Permit) <ul style="list-style-type: none"> ○ Control: Signal control with split phasing. ○ Southbound Approach to Savannah Parkway from East Bidwell Street: One thru-lane, and one left-turn lane with a 100-foot-long left-turn pocket excluding tapers for the left-turn lane. ○ Northbound Approach to Savannah Parkway from East Bidwell Street: One shared thru/right-turn lane. ○ Westbound Approach to East Bidwell Street from Savannah Parkway: One right-turn lane, and one left-turn lane with a 60-foot left-turn pocket excluding tapers for the left-turn lane. ○ Between Old Ranch Way and the southern boundary of the project site, East Bidwell Street shall be constructed as a two-lane arterial on the eastern “half-segment” of its ultimate configuration. This two-lane segment shall have a striped 2-foot-wide median south of Old Ranch Way, consistent with the California Manual on Traffic Control Devices (MUTCD) Figure 3A-107 (CA), or similar standard. The southbound left-turn pocket shall be developed in accordance with the Highway Design Manual (HDM) Figure 405.2A, or similar standard. Savannah Parkway shall have a 4-foot-wide raised median. • Frontage improvements including curb, gutter, sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Section I as shown on the Small-Lot Vesting Tentative Subdivision Map. 	G, I, M	CD (E), EWR, PW, FD	<p>These improvements in this condition are currently under construction. The required improvements in this condition have been included in portions of the following approved improvement plans;</p> <ol style="list-style-type: none"> 1) Parcel 85A improvement plans 2) Mangini Ranch Phase 2 Village 1, 2 & 7 subdivision improvement plans 3) Enclave at Folsom Ranch Off-site Improvement plans 4) Mangini Ranch Phase 1CN Improvement Plans (Savannah Parkway extension) <p>All of the required improvement have either been completed and accepted by the City or are expected to be completed and accepted by the City in the Fall of 2022.</p>	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
20. Cont.	<ul style="list-style-type: none"> o Savannah Parkway (SMUD Substation to Grand Prairie Road) o One lane of travel in each direction and a landscaped median of varying widths. o Intersection of Savannah Parkway and Grand Prairie Road including turn lanes o Northbound approach to Grand Prairie Road from Savannah Parkway: One shared through/right-turn/left-turn lane. o Southbound approach to Grand Prairie Road from Savannah Parkway: One shared through/right-turn lane and one left-turn lane. The left-turn lane will have a 125-foot-long taper with 60 feet of vehicle storage. <ul style="list-style-type: none"> ▪ Westbound approach to Savannah Parkway from Grand Prairie Road: One shared right-turn lane and one left-turn lane. o Frontage improvements along the northern side of Savannah Parkway including curb, gutter, sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Section K as shown on the Small-Lot Vesting Tentative Subdivision Map. o Park frontage improvements are the responsibility of the City. o Westwood Drive (Alder Creek Parkway to Placerville Road) o One lane of travel in each direction with median o Intersection of Alder Creek Parkway and Westwood Drive including turn lanes o Southbound Approach to Alder Creek Parkway from Placerville Road: One shared through/right-turn lane, and one left-turn lane with a 125-foot long taper and 60 feet of vehicle storage. o Intersection of Alder Creek Parkway and Placerville Road including turn lanes o Southbound Approach to Placerville Road from Alder Creek Parkway: One right-turn lane. <ul style="list-style-type: none"> ▪ Eastbound Approach to Placerville Road from Alder Creek Parkway: One shared through/left-turn lane. o Village 6 Entrance/Exit on Westwood Drive <ul style="list-style-type: none"> o Control: Stop-Sign control at the Village 6 exit to Westwood Drive. Northbound Approach to Village 6 entrance from Westwood Drive: o One shared through/right-turn lane. Southbound Approach to Village 6 entrance from Westwood Drive: One shared through/left-turn lane o Frontage improvements including curb, gutter, sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Sections U, U-2, and V1 as shown on the Small-Lot Vesting Tentative Subdivision Map. 	G, I, M	CD (E), EWR, PW, FD	<p>These improvements in this condition are currently under construction. The required improvements in this condition have been included in portions of the following approved improvement plans;</p> <ul style="list-style-type: none"> 5) Parcel 85A improvement plans 6) Mangini Ranch Phase 2 Village 1, 2 & 7 subdivision improvement plans 7) Enclave at Folsom Ranch Off-site Improvement plans 8) Mangini Ranch Phase 1CN Improvement Plans (Savannah Parkway) extension) <p>All of the required improvement have either been completed and accepted by the City or are expected to be completed and accepted by the City in the Fall of 2022.</p>	Yes

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CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
20. Cont.	<ul style="list-style-type: none"> ▪ Alder Creek Parkway (Westwood Drive to Placerville Road) <ul style="list-style-type: none"> • Village 5 Entrance/Exit on Alder Creek Parkway <ul style="list-style-type: none"> ○ Control: Stop-Sign control at the Village 5 exit to Alder Creek Parkway. ○ Eastbound Approach to Village 5 entrance from Alder Creek Parkway: Left-turn lane with 125-foot-long taper and 60 feet of vehicle storage. ○ Frontage improvements along the northern side of Alder Creek Parkway including curb, gutter, sidewalk, median, and landscaping along with remainder of paving required to complete the roadway Section C1 as shown on the Small-Lot Vesting Tentative Subdivision Map. ▪ Intersection of Placerville Road and White Rock Road <ul style="list-style-type: none"> • Prior to the 496th building permit, the owner/applicant shall be responsible for prohibiting southbound left-turns from Placerville Road to eastbound White Rock Road by construction of a raised median on Placerville Road to channelize all southbound traffic onto westbound White Rock Road. ○ Utility Infrastructure <ul style="list-style-type: none"> ▪ The utilities shall be constructed concurrent with the roadway phasing, as deemed appropriate and necessary to support the particular phase by the City Engineer ▪ A particular development phase may be developed into sub-phases in which the roadway and utility phasing may change. If sub-phasing is proposed, the City Engineer shall determine what roadway and utility improvements are appropriate and necessary to serve the sub-phase ○ Trails in Open Space <ul style="list-style-type: none"> ▪ The proposed trail within Community Park East, including the connection with Mangini Ranch Phase 1, will be graded with Phase 3 ○ Park Grading <ul style="list-style-type: none"> ▪ Community Park East grading will be completed. 	G, I, M	CD (E), EWR, PW, FD	<p>These improvements in this condition are currently under construction. The required improvements in this condition have been included in portions of the following approved improvement plans;</p> <ul style="list-style-type: none"> 9) Parcel 85A improvement plans 10) Mangini Ranch Phase 2 Village 1, 2 & 7 subdivision improvement plans 11) Enclave at Folsom Ranch Off-site Improvement plans 12) Mangini Ranch Phase 1CN Improvement Plans (Savannah Parkway extension) <p>All of the required improvement have either been completed and accepted by the City or are expected to be completed and accepted by the City in the Fall of 2022.</p>	

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
21.	<i>Off-site improvements / Rights of Entry</i> For any improvements constructed on private property that are not under the ownership or control of the owner/applicant, all rights-of-entry, and if necessary, a permanent easement shall be obtained and provided to the City. All rights of entry, construction easements, either permanent or temporary and other easements shall be obtained as set forth in Amendments No. 1 and 2 to ARDA, which shall be fully executed by all affected parties and shall be recorded with the Sacramento County Recorder, where applicable, prior to approval of grading and/or improvement plans.	G	CD (E)	The owner/applicant obtained all Rights of Entry, construction easements and grant deeds for all off-site improvements prior to commencement of grading. All rights-of-entry are on file with the Community Development Department.	Yes
22.	<i>Mine Shaft Remediation</i> The owner/applicant shall locate and remediate all antiquated mine shafts, drifts, open cuts, tunnels, and water conveyance or impoundment structures existing on the project site, with specific recommendations for the sealing, filling, or removal of each that meet all applicable health, safety and engineering standards. Recommendations shall be prepared by an appropriately licensed engineer or geologist. All remedial plans shall be reviewed and approved by the City prior to approval of grading plans.	G	CD (E)	During the course of grading and construction for this subdivision no mine shafts or tunnels were located or discovered.	Yes
23.	<i>Prepare Traffic Control Plan.</i> Prior to construction, a Traffic Control Plan for roadways and intersections affected by construction shall be prepared. The Traffic Control Plan shall designate haul routes and comply with requirements in the encroachment permits issued by the City of Rancho Cordova, Sacramento County, and Caltrans and any other local agencies, including but not limited to the City, if applicable. The Traffic Control Plan to be prepared by the project construction contractor(s) shall, at minimum, include the following measures: <ul style="list-style-type: none"> • Maintaining the maximum amount of travel lane capacity during non-construction periods, possible, and advanced notice to drivers through the provision of construction signage. • Maintaining alternate one-way traffic flow past the lay down area and site access when feasible. • Heavy trucks and other construction transport vehicles shall avoid the busiest commute hours (7 a.m. to 8 a.m. and 5 p.m. to 6 p.m. on weekdays). • A minimum 72-hour advance notice of access restrictions for residents, businesses, and local emergency response agencies. This shall include the identification of alternative routes and detours to enable for the avoidance of the immediate construction zone. • A phone number and community contact for inquiries about the schedule of the construction throughout the construction period. This information will be posted in a local newspaper, via the City's web site, or at City Hall and will be updated on a monthly basis. 	G	CD (E)	The owner/applicant has jointly participated with the adjacent property owner (Parcel 85A) for the traffic control, planning and construction of roadway improvements to Alder Creek Parkway and Westwood Drive. The improvements to Alder Creek Parkway and Westwood Drive are expected to be completed in November of 2022.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
24.	State and Federal Permits The owner/applicant shall obtain all required State and Federal permits and provide evidence that said permits have been obtained, or that the permit is not required, subject to staff review prior to approval of any grading or improvement plan.	G, I	CD (P)(E)	The owner/applicant has obtained all required State and Federal permits and copies are available from the Community Development Department	Yes
25.	Water Quality Certification A water quality certification pursuant to Section 401 of the Clean Water Act is required before issuance of the record of decision and before issuance of the Section 404 permit. Before construction in any areas containing wetland features, the owner/applicant shall obtain water quality certification for the project. Any measures required as part of the issuance of water quality certification shall be implemented pursuant to the permit conditions.	G	CD (E)	The City and/or the Owner obtained a Section 401 Water Quality certification for the backbone and project specific improvements. All required measures were implemented prior to grading and construction in the Spring of 2019.	Yes
26.	Landslide /Slope Failure The owner/applicant shall retain an appropriately licensed engineer during the grading activities to identify existing landslides and potential slope failure hazards. The said engineer shall be notified a minimum of two days prior to any site clearing or grading to facilitate meetings with the grading contractor in the field.	G	CD (E) PW	The owner/applicant retained a geotechnical engineer and implemented recommendations for this mitigation measure. A geotechnical report outlining these recommendations is on file with Community Development Department.	Yes
IMPROVEMENT PLAN REQUIREMENTS					
27.	Improvement Plans The improvement plans for the required public and private subdivision improvements necessary to serve any and all phases of development shall be reviewed and approved by the Community Development Department prior to approval of a Final Map.	M	CD (E)	The Community Development Department has reviewed and approved the improvement plans for this subdivision.	Yes
28.	Standard Construction Specifications and Details Public and private improvements, including roadways, curbs, gutters, sidewalks, bicycle lanes and trails, streetlights, underground infrastructure and all other improvements shall be provided in accordance with the latest edition of the City of Folsom <u>Standard Construction Specifications and Details</u> and the <u>Design and Procedures Manual and Improvement Standards</u> .	I	CD (P)(E)	The Community Development Department has reviewed and approved the improvement plans for this subdivision. The improvement plans and the required improvements are being constructed in accordance with the current City Standards and Specifications.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
29.	<p><i>Water and Sewer Infrastructure</i> All City-owned water and sewer infrastructure shall be placed within the street right of way. In the event that a City-maintained public water or sewer main needs to be placed in an area other than the public right of way, such as through an open space corridor, landscaped area, etc., the following criteria must be met;</p> <ul style="list-style-type: none"> • The owner/applicant shall provide public sewer and water main easements • An access road shall be designed and constructed to allow for the operations, maintenance and replacement of the public water or sewer line by the City along the entire water and/or sewer line alignment. • In no case shall a City-maintained public water or public sewer line be placed on private residential property. • The domestic water and irrigation system owned and maintained by the City shall be separately metered per City of Folsom <u><i>Standard Construction Specifications and Details</i></u>. 	I	CD (E)	The owner/applicant has installed all sewer and water infrastructure within the street right of way for this subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
30.	<p>Lighting Plan The owner/applicant of all project phases shall submit a lighting plan for the project to the Community Development Department. The lighting plan shall be consistent with the Folsom Ranch Central District Design Guidelines:</p> <ul style="list-style-type: none"> • Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties; • Place and shield or screen flood and area lighting needed for construction activities, nighttime sporting activities, and/or security so as not to disturb adjacent residential areas and passing motorists; • For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or that blink or flash; • Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earthtoned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways; and • Design exterior on-site lighting as an integral part of the building and landscaping design in the Specific Plan Area. Lighting fixtures shall be architecturally consistent with the overall site design. Lights used on signage should be directed to light only the sign face with no off site glare. 	I	CD (P)	The owner/applicant submitted a Lighting Plan for all backbone roadways and subdivisions in accordance with the Design Guidelines and City Standards for Street Lighting. A copy of the lighting plans are available from the Community Development Department.	Yes
31.	<p>Utility Coordination The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.). The owner/applicant shall provide the City with written confirmation of public utility service prior to approval of all final maps.</p>	M	CD (P)(E)	The owner/applicant has coordinated with all public utilities that will provide service to the subdivision. Bonding for the construction of the joint trench facilities to serve this subdivision are provided in the subdivision improvement agreement for this subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
32.	<i>Replacing Hazardous Facilities</i> The owner/applicant shall be responsible for replacing any and all damaged or hazardous public sidewalk, curb and gutter, and/or bicycle trail facilities along the site frontage and/or boundaries, including pre-existing conditions and construction damage, to the satisfaction of the Community Development Department.	I, OG	CD (E)	The owner/applicant has reconstructed a portion of East Bidwell Street (formerly Scott Rd) to the satisfaction of the Community Development Dept. No existing improvements were existing as part of this subdivision.	Yes
33.	<i>Future Utility Lines</i> All future utility lines lower than 69 KV that are to be built within the project, shall be placed underground within and along the perimeter of the project at the developer's cost. The owner/applicant shall dedicate to SMUD all necessary underground easements for the electrical facilities that will be necessary to service development of the project.	B	CD (E)	All utility lines below 69 kV have been designed to be placed underground and Public Utility Easements have been dedicated on the final map for this subdivision.	Yes
34.	<i>Water Meter Fixed Network System</i> The owner/applicant shall pay for, furnish and install all infrastructure associated with the water meter fixed network system for any City-owned and maintained water meter within the project.	I	CD (E), EWR	The Owner/applicant has completed the infrastructure allowing for the water meter fixed network system. Meters will be furnished and installed during home construction for each individual metered connection.	Yes
35.	<i>Vertical Curb</i> All curbs located adjacent to landscaping, whether natural or manicured, and where parking is allowed shall be vertical.	I	CD (P)(B)	The improvement plans for the subdivision improvements and backbone roadways provide vertical curbing as required.	Yes
36.	<i>Class II Bike Lanes</i> All Class II bike lanes shall be striped and the legends painted green. No parking shall be permitted within the Class II bike lanes.	I	CD (E)(P)	All Class II bike lanes have been constructed in accordance with the Specific Plan, Design Guidelines and City Standards and Specifications.	Yes

CONDITIONS OF APPROVAL FOR THE MANGINI RANCH PHASE 2 SUBDIVISION PROJECT (PN 17-307) WEST OF PLACERVILLE ROAD, NORTH OF WHITE ROCK ROAD, EAST OF SCOTT ROAD, AND SOUTH OF US HIGHWAY 50 SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP					
Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
37.	<p>Noise Barriers Based on the Environmental Noise Assessment prepared by Bollard Acoustical Consultants on August 23, 2017, the following measures shall be implemented to the satisfaction of the Community Development Department:</p> <ul style="list-style-type: none"> • Solid noise barriers or similar natural features (earthen berm, etc.) shall be required to reduce future traffic noise levels to below the City of Folsom exterior criteria of 60 dB Ldn at the proposed residential backyards. Barrier heights are specified relative to backyard elevations. The following barrier heights and locations are required to the satisfaction of the Community Development Department (see Figure 2 in the August 23, 2017 Assessment): <ul style="list-style-type: none"> ○ 6-foot noise barrier at residences adjacent to Highway 50 ○ 10-foot noise barrier at residences adjacent to East Bidwell Street ○ 7-foot noise barrier at residences adjacent to Alder Creek Parkway ○ 6-foot noise barrier at residences adjacent to Savannah Parkway • Suitable materials for the traffic noise barriers shall include masonry and precast concrete panels. Other materials may be acceptable but shall be reviewed by an acoustical consultant prior to use. The final design, materials, and colors of the barriers shall be to the satisfaction of the Community Development Department. • Mechanical ventilation (air conditioning) shall be provided for all residences within the Mangini Ranch Phase 2 Subdivision to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria. • All second-floor windows of residences located adjacent to East Bidwell Street from which the roadway is visible shall have a minimum STC rating of 32. Figure 2 of the Noise Assessment shows the specific lots where upgrades are required. • All second-floor windows of residences located adjacent to Alder Creek Parkway from which the roadway is visible shall have a minimum STC rating of 30. Figure 2 of the Noise Assessment shows the specific lots where upgrades are required. 	I	CD (E)(P)	The owner/applicant has designed the subdivision and sound walls along East Bidwell and Savannah Parkway in accordance with these conditions. The sound walls in the required location and height will be constructed as part of the improvements for this subdivision.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
38.	<p>Master Plan Updates</p> <p>The City has approved the Folsom Plan Area Storm Drainage Master Plan, Wastewater Master Plan, and Water Master Plan. The owner/applicant shall submit complete updates to the approved master plans, if applicable, for the proposed changes to the master plans as a result of the proposed project. The updates to the master plans for the proposed project shall be reviewed and approved by the City prior to approval of grading and/or improvement plans.</p> <p>The plans shall be accompanied by engineering studies supporting the sizing, location, and timing of the proposed facilities. Improvements shall be constructed in phases as the project develops in accordance with the approved master plans, including any necessary off-site improvements to support development of a particular phase or phases, subject to prior approval by the City. Off-site improvements may include roadways to provide secondary access, water transmission lines or distribution facilities to provide a looped water system, sewer trunk mains and lift stations, water quality facilities, non-potable water pipelines and infrastructure, and drainage facilities including on or off-site detention. No changes in infrastructure from that shown on the approved master plan shall be permitted unless and until the applicable master plan has been revised and approved by the City. Final lot configurations may need to be modified to accommodate the improvements identified in these studies to the satisfaction of the City.</p> <p>The owner/applicant shall provide sanitary sewer, water and storm drainage improvements with corresponding easements, as necessary, in accordance with these studies and the latest edition of the City of Folsom <u>Standard Construction Specifications and Details</u>, and the <u>Design and Procedures Manual and Improvement Standards</u>.</p> <p>The storm drainage design shall provide for no net increase in run-off under post-development conditions.</p>	G, I	CD(E), EWR, PW	The owner/applicant has provided updated Master Plans for approval prior to the issuance of a grading permit. Copies of the Master Plans are available from the Community Development Department.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
39.	<p>Best Management Practices The storm drain improvement plans shall provide for “Best Management Practices” that meet the requirements of the water quality standards of the City’s National Pollutant Discharge Elimination System Permit issued by the State Regional Water Quality Control Board.</p> <p>In addition to compliance with City ordinances, the owner/applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP), and implement Best Management Practices (BMPs) that comply with the General Construction Stormwater Permit from the Central Valley RWQCB, to reduce water quality effects during construction. Detailed information about the SWPPP and BMPs are provided in Chapter 3A.9, “Hydrology and Water Quality.”</p> <p>Each proposed project development shall result in no net change to peak flows into Alder Creek and associated tributaries, or to Buffalo Creek, Carson Creek, and Coyote Creek. The owner/applicant shall establish a baseline of conditions for drainage on-site. The baseline-flow conditions shall be established for 2-, 5-, and 100-year storm events. These baseline conditions shall be used to develop monitoring standards for the stormwater system on the Specific Plan Area. The baseline conditions, monitoring standards, and a monitoring program shall be submitted to USACE and the City for their approval. Water quality and detention basins shall be designed and constructed to ensure that the performance standards, which are described in Chapter 3A.9, “Hydrology and Water Quality,” are met and shall be designed as off-stream detention basins.</p> <p>Discharge sites into Alder Creek and associated tributaries, as well as tributaries to Carson Creek, Coyote Creek, and Buffalo Creek, shall be monitored to ensure that pre-project conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measures will be satisfied when the monitoring standards are met for 5 consecutive years without undertaking corrective measures to meet the performance standard.</p>	G, I	CD (E)	The Owner/Applicant is in compliance with the Storm Water Pollution Prevention Plan (SWPPP) for the subdivision. General notes have been included on the approved grading and public infrastructure plans to address this condition. Compliance has been monitored through construction inspection.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
40.	<p>Litter Control During Construction, the owner/applicant shall be responsible for litter control and sweeping of all paved surfaces in accordance with City standards. All on-site storm drains shall be cleaned immediately before the commencement of the rainy season (October 15).</p>	OG	CD (E)	The owner/applicant has complied with this provision and completed periodic on-site cleaning and sweeping of the project site. Compliance has been monitored through construction inspection	Yes
FIRE DEPT REQUIREMENTS					
41.	<p>Prepare fuel modification plan (FMP). If applicable, the owner/applicant shall submit a Fuel Modification Plan consistent with the FPA Open Space Management Plan to the City for review and preliminary approval from the Fire Code Official prior to any Final and/or Parcel Map. Final approval of the plan by the Fire Code Official shall occur prior to the issuance of a permit for any new construction. A Fuel Modification Plan shall consist of a set of scaled plans showing fuel modification zones indicated with applicable assessment notes, a detailed landscape plan and an irrigation plan. A fuel modification plan submitted for approval shall be prepared by one of the following: a California state licensed landscape architect, or state licensed landscape contractor, or a landscape designed, or an individual with expertise acceptable to the Fire Code Official. The owner/applicant shall obtain off-site easements for the required for the fuel modification buffer.</p> <p>The owner/applicant agree to be responsible for the long-term maintenance of the Fuel Modification Plan. Notification of fuel modification requirements are to be made upon sale to new property owners. Proposed changes to the approved Fuel Modification Plan shall be submitted to the Fire Code Official for approval prior to implementation.</p>	G, I, M, B	CD (P), FD	The owner/applicant has submitted a Fuel Modification Plan (FMP) and the City Fire Department and the Community Development Department has reviewed and approved the plan. The FMP is for all open space areas adjacent to residential land uses adjoining the subdivision.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
42.	<p>All-Weather Access and Fire Hydrants</p> <p>The owner/applicant shall provide all-weather access and fire hydrants before combustible materials are allowed on any project site or other approved alternative method as approved by the Fire Code Official/Fire Chief. All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material or vertical construction is allowed on any project site or other approved alternative method as approved by the Fire Code Official/Fire Chief. (All-weather access is defined as six inches of compacted aggregate base from May 1 to September 30 and two inch asphalt concrete over six inch aggregate base from October to April 30). The building shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal.</p> <ul style="list-style-type: none"> Commercial Fire-Flow with Automatic Fire Sprinkler System: The required fire-flow for the general commercial portion of the project is determined to be 750 GPM for three hours. The reduced fire-flow shall not be less than 1,000 GPM for commercial buildings with automatic sprinkler systems per Section 903.1.1 of the CFC, and shall not be less than 1,500 GPM for commercial buildings with automatic sprinkler systems per Section 903.3.1.2 of the CFC. Residential Fire-Flow with Automatic Fire Sprinkler System: The required fire-flow for the proposed residential portion of the project is determined to be 875 GPM for one hour. All public streets shall meet City of Folsom Street Standards unless an alternative is specifically included within this approval. The maximum length of any dead end street shall not exceed 500 feet in accordance with the Folsom Fire Code (unless approved by the Fire Department). Several streets indicated on the plans are dead ends greater than 500 feet. In such cases, a second emergency access will be required. All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material storage or vertical construction is allowed. All-weather access is defined as 6" of compacted AB from May 1 to September 30 and 2" AC over 6" AB from October 1 to April 30 The first Fire Station planned for the Folsom Plan Area shall be completed and operational at the time that the threshold of 1,500 occupied homes within the Folsom Plan Area is met. 	G, I, M, B	CD (P), FD	The owner/applicant has designed and received approval for all weather access improvements and fire hydrants for the entire subdivision. Building permits will not be issued prior to these improvements being completed to the satisfaction of the Community Development Department and the Fire Department.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
43.	<p>Landscaping Plans Final landscape plans and specifications shall be prepared by a registered landscape architect and approved by the City prior to the approval of the first building permit or the Small Lot Final Map, whichever occurs first. Said plans shall include all on-site landscape specifications and details, and shall comply with all State and local rules, regulations, Governor’s declarations and restrictions pertaining to water conservation and outdoor landscaping.</p> <p>Landscaping shall meet shade requirements as outlined in the Folsom Plan Area Specific Plan where applicable. The landscape plans shall comply and implement water efficient requirements as adopted by the State of California (Assembly Bill 1881) (State Model Water Efficient Landscape Ordinance) until such time the City of Folsom adopts its own Water Efficient Landscape Ordinance at which time the owner/applicant shall comply with any new ordinance. Shade and ornamental trees shall be maintained according to the most current American National Standards for Tree Care Operations (ANSI A-300) by qualified tree care professionals. Tree topping for height reduction, view protection, light clearance or any other purpose shall not be allowed. Specialty-style pruning, such as pollarding, shall be specified within the approved landscape plans and shall be implemented during a 5-year establishment and training period. Landscaping installed in open spaces located between tiers of lots shall be chosen for resistance to fire and limited fuel production. Furthermore, the owner/applicant shall comply with city-wide landscape rules or regulations on water usage. Owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions on all landscaping in the Mangini Ranch Phase 2 project.</p>	B, M	CD(P), PW	The owner/applicant will submit the landscape and irrigation plans for this subdivision and the Community Development Department will review and approve the landscape and irrigation plans prior to issuance of the first building permit in the subdivision. The landscape and irrigation improvements are bonded for in the subdivision improvement agreement. In accordance with long established City policy, the landscape and irrigation improvements for the subdivision are required to be complete prior to the first certificate of occupancy in the subdivision. The long established City policy related to building permits and landscape and irrigation issuance and timing is contrary to this condition. However, the Community Development Department will verify compliance with the long established City policy.	Condition will be satisfied prior to issuance of a building permit in the subdivision.
44.	<p>Right of Way Landscaping Landscaping along all road rights of way and in public open space lots shall be installed when the adjoining road or lots are constructed.</p>	I, OG	CD (P), PW	Landscaping and irrigation plans for the Village 5 & 6 subdivision frontage on Westwood Drive and Alder Creek Parkway and the Hydro-Modification Basin 19 are being constructed with the subdivision improvements for Village 5 & 6 and are bonded for the subdivision improvement agreement for Village 5 & 6.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
MAP REQUIREMENTS					
45.	<i>Subdivision Improvement Agreement</i> Prior to the approval of any Final Map, the owner/applicant shall enter into a subdivision improvement agreement with the City, identifying all required improvements, if any, to be constructed with each proposed phase of development. The owner/applicant shall provide security acceptable to the City, guaranteeing construction of the improvements.	M	CD (E)	The required subdivision improvement agreement is included as part of the City staff report accompanying the final map for City Council approval. The resolution approving the final map for this subdivision includes a statement authorizing the City Manager to execute the subdivision improvement agreement for the subdivision along with approval of the final map.	Yes
46.	<i>The Final Inclusionary Housing Plan</i> The Final Inclusionary Housing Plan shall be approved by the City Council, and the Inclusionary Housing Agreement approved by the City Attorney shall be executed prior to recordation of the first Small-Lot Final Map for the Mangini Ranch Phase 2 Subdivision.	M	CD (P)(E)	The owner/applicant has executed an Inclusionary Housing Agreement with the City. The agreement allows the owner/applicant to provide an in-lieu fee assigned to each building permit in the subdivision. The in-lieu housing fee will be paid at the time of building permit issuance.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
47.	<p>Department of Real Estate Public Report The owner/applicant shall disclose to the homebuyers in the Department of Real Estate Public Report</p> <ol style="list-style-type: none"> 1) Future public parks and public schools are located in relatively close proximity to the proposed subdivision, and that the public parks may include facilities (basketball courts, a baseball field, softball fields, soccer fields, and playground equipment) that may generate noise impacts during various times, including but not limited to evening and nighttime hours. The owner/applicant shall also disclose that the existing public parks include nighttime sports lighting that may generate lighting impacts during evening and nighttime hours. 2) The soil in the subdivision may contain naturally occurring asbestos and naturally occurring arsenic. 3) The collecting, digging, or removal of any stone, artifact, or other prehistoric or historic object located in public or open space areas, and the disturbance of any archaeological site or historic property, is prohibited. 4) The project site is located within close proximity to the Mather Airport flight path and that overflight noise may be present at various times. 5) That all properties located within one mile of an on- or off-site area zoned or used for agricultural use (including livestock grazing) shall be accompanied by written disclosure from the transferor, in a form approved by the City of Folsom, advising any transferee of the potential adverse odor impacts from surrounding agricultural operations which disclosure shall direct the transferee to contact the County of Sacramento concerning any such property within the County zoned for agricultural uses within one mile of the subject property being transferred. 	M	CD (P) PK	The owner/applicant has provided copies of their proposed CC&R's, which contain provisions in accordance with Items #1-5 listed in this condition of approval. The Community Development Department has reviewed and approved the C.C. & R.'s and verified that they include the required disclosures.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
48.	Public Utility Easements The owner/applicant shall dedicate public utility easements for underground facilities on properties adjacent to the streets. A minimum of twelve and one-half-foot (12.5') wide Public Utility Easements for underground facilities (i.e., SMUD, Pacific Gas and Electric, cable television, telephone) shall be dedicated adjacent to all public street rights-of-way. The owner/applicant shall dedicate additional width to accommodate extraordinary facilities as determined by the City. The width of the public utility easements adjacent to public right of way may be reduced with prior approval from public utility companies.	M	CD (E)	The owner/applicant has dedicated a 12.5' PUE along backbone roadway utility corridors as well as internal streets within the subdivision.	Yes
49.	Final Map Phasing Should multiple Final Maps be filed by the owner/applicant, the phasing of maps shall be to the satisfaction of the Community Development Department.	M	CD (E)	There is no phasing proposed for the Village 5 & 6 final map.	Yes
50.	Backbone Infrastructure As provided for in the ARDA and the Amendment No. 1 thereto, the owner/applicant shall provide fully executed grant deeds, legal descriptions, and plats for all necessary Backbone Infrastructure to serve the project, including but not limited to lands, public rights of way, public utility easements, public water main easements, public sewer easements, irrevocable offers of dedication and temporary construction easements. All required easements as listed necessary for the Backbone Infrastructure shall be reviewed and approved by the City and recorded with the Sacramento County Recorder pursuant to the timing requirements set forth in Section 3.8 of the ARDA, and any amendments thereto.	M	CD (E)	The owner/applicant (or its previous owner) provided all necessary public utility easements, grant deeds, offers of dedication or temporary construction easements required to build all of the required Backbone Infrastructure needed to serve the subdivision. These were recorded with Sacramento County Recorder within the Large Lot Final Map or by separate instrument.	Yes
51.	New Permanent Benchmarks The owner/applicant shall provide and establish new permanent benchmarks on the (NAVD 88) datum in various locations within the subdivision or at any other locations in the vicinity of the off-site Backbone Infrastructure as directed by the City Engineer. The type and specifications for the permanent benchmarks shall be provided by the City. The new benchmarks shall be placed by the owner/applicant within 6 months from the date of approval of the vesting tentative subdivision map.	M	CD (E)	The owner/applicant has installed new benchmarks per the direction of the City Engineer. The required benchmarks are in place and currently in use.	Yes
52.	Centralized Mail Delivery Units All Final Maps shall show easements or other mapped provisions for the placement of centralized mail delivery units. The owner/applicant shall provide a concrete base for the placement of any centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the U. S. Postal Service and the City of Folsom Community Development Department, with due consideration for street light location, traffic safety, security, and consumer convenience.	M	CD (E)	The Final Map includes an easement that allows for the construction and maintenance of centralized mail delivery boxes.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
53.	<i>Recorded Final Map</i> Prior to the issuance of building permits, the owner/applicant shall provide a digital copy of the recorded Final Map (in AutoCAD format) to the Community Development Department. The exception to this requirement are model homes; subject to approval of the Community Development Department, building permits for model homes only may be issued prior to recording of the Final Map.	B	CD (E)	The Community Development Department will require the copies of the recorded final map to be submitted prior to approval of the first building permit in the subdivision.	Yes
54.	<i>Recorded Final Map</i> Prior to issuance of building permits, the owner/applicant shall provide the Folsom-Cordova Unified School District with a copy of the recorded Final Map.	B	CD (P), FCUSD	The Community Development Department will require the copies of the recorded final map to be submitted to the Folsom-Cordova Unified School District prior to approval of the first building permit in the subdivision. This will be satisfied at the issuance of the first building permit.	Yes

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
55.	<p><i>Design Review Approval</i> Prior to issuance of a building permit for any residential units within the subdivision, the owner/applicant shall obtain Design Review and/or Planned Development approval from the Planning Commission for all residences to be built within the subdivision. If the architecture is not consistent with the Folsom Ranch Central District Design Guidelines, the owner applicant may modify the plans or apply for a modification to the Design Guidelines to be reviewed by the Planning Commission.</p>	B	CD (P)	The owner/applicant has not submitted a Design Review application at this time. The Planning Commission will evaluate a future application for conformance with the Folsom Ranch Central District Guidelines. The Community Development Department will present the Design Review approval for residential units in this subdivision to the Planning Commission prior to issuance of a building permit.	Condition will be satisfied prior to issuance of a building permit.

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Condition No.	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
TRAFFIC, ACCESS, CIRCULATION, AND PARKING REQUIREMENTS					
56.	<p><u>East Bidwell Street/Savannah Parkway</u> Prior to issuance of the first building permit, the owner/applicant shall be responsible for configuring the East Bidwell Street/Savannah Parkway Intersection as follows:</p> <ul style="list-style-type: none"> ○ Southbound Approach to Savannah Parkway from East Bidwell Street: One thru-lane, and one left-turn lane with a 200-foot long transition, 60-foot-long taper, and 100 feet of vehicle storage. ○ Northbound Approach to Savannah Parkway from East Bidwell Street: One shared thru/right-turn lane. ○ Westbound Approach to East Bidwell Street from Savannah Parkway: One shared left/right-turn lane, and a striped out left-turn pocket with a 125-foot-long taper and 60 feet of vehicle storage. ○ Control: Stop-Sign control at the westbound approach to East Bidwell Street from Savannah Parkway with full access. ○ Between Old Ranch Way and the southern boundary of the project site, East Bidwell Street shall be constructed as a two-lane arterial on the eastern “half segment” of its ultimate configuration. This two-lane segment shall have a striped 2-foot-wide median south of Old Ranch Way, consistent with the California Manual of Uniform Traffic Control Devices (MUTCD) Figure 3A-107 (CA), or similar standard. The southbound left-turn pocket shall be developed in accordance with the Highway Design Manual (HDM) Figure 405-2A, or similar standard. Savannah Parkway shall have a raised median curb. 	B	CD (E)	The required intersection improvements have been completed and accepted by the City and are currently in operation. The required improvements were included on either the approved Enclave at Folsom Ranch Off-Site Improvement Plans or the approved Village 1, 2 & 7 Improvements. These improvements were bonded for in the subdivision improvement agreements for each of these subdivisions.	Condition will be satisfied prior to issuance of a building permit.

<p>57.</p>	<p><u>East Bidwell Street/Alder Creek Parkway</u> Prior to issuance of the 236th building permit, the owner/applicant shall be responsible for expanding and signaling the East Bidwell Street/Alder Creek Parkway Intersection as follows:</p> <ul style="list-style-type: none"> ○ Southbound Approach to Alder Creek Parkway from East Bidwell Street: One thru-lane, and two left-turn lanes, with a 300-foot-long single lane left-turn pocket excluding tapers for the most easterly of the left turning lanes. ○ Northbound Approach to Alder Creek Parkway from East Bidwell Street: One thru lane and one shared thru/right-turn lane with a striped 500-foot long right-turn pocket excluding tapers for the shared thru/right-turn lane. ○ Westbound Approach to East Bidwell Street from Alder Creek Parkway: One right-turn lane and one left-turn lane, with a 200-foot left-turn pocket excluding tapers for the left-turn lane. ○ Eastbound Alder Creek Parkway Departure: Two receiving lanes shall be provided, the second receiving lane shall be dropped after 300 feet excluding tapers. ○ Control: Signalize with a protected southbound East Bidwell Street left-turn, westbound Alder Creek Parkway split phasing, and westbound Alder Creek Parkway right-turn overlap. U-Turns prohibited. ○ East Bidwell Street shall be constructed as a four-lane divided arterial between Alder Creek Parkway and the U.S. Highway 50 Interchange, with a 38-foot-wide median at Alder Creek Parkway that tapers back to match the existing four-lane arterial segment at the eastbound U.S. Highway 50 slip onramp. East Bidwell Street shall be constructed as a two-lane divided arterial between Alder Creek Parkway and Old Ranch Way, with a 38-foot-wide raised median at Alder Creek Parkway that tapers back to match the two-lane half segment described in the East Bidwell Street/Savannah Parkway Condition No. 57 above. Alder Creek Parkway between East Bidwell Street and Westwood Drive shall be constructed as a two-lane divided roadway with a 38-foot-wide raised median. 	<p>B</p>	<p>CD (E)</p>	<p>This condition has previously been satisfied with the completion and acceptance of the signal improvements at the intersection of East Bidwell Street and Alder Creek Parkway by the City in the Summer of 2021.</p>	<p>Condition was satisfied prior to issuance of the 236th building permit in the Mangini Ranch Phase 2 subdivision.</p>
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<p>58.</p>	<p><u>East Bidwell Street/White Rock Road</u> Prior to issuance of the 281st building permit, the owner/applicant shall be responsible for either Option A or Option B below as follows:</p> <ul style="list-style-type: none"> ○ Option A: The Capital Southeast Connector Joint Powers Authority (JPA) project proposes to relocate and signalize the East Bidwell Street/White Rock Road intersection: If the proposed JPA project at this location is fully funded and construction is underway by the time the 281st building permit is issued, the project shall pay the Sacramento County Transportation Development Fees, toward the JPA project. ○ Option B: Signalize the existing East Bidwell Street/White Rock Road intersection with Mangini Ranch Phase 1 improvements: If the JPA project to relocate and signalize the East Bidwell Street/White Rock Road intersection is not fully funded and under construction prior to issuances of the 281st building permit, the owner/applicant shall be responsible to signalize the existing intersection with improvements described in Condition No. 127 of the Mangini Ranch Phase 1 conditions of approval. Mangini Ranch Phase 1 improvements at this location consist of “Southbound on East Bidwell Street construct a free southbound right turn lane consisting of 315 feet of deceleration length plus 50 feet storage length, excluding appropriate tapers and a 300 foot receiving /acceleration lane, excluding tapers along westbound White Rock Road. Westbound on White Rock Road, construct a free right-turn lane consisting of 315 feet of deceleration length plus 50 feet of storage length, excluding appropriate tapers, and a 300 foot receiving lane excluding appropriate tapers along northbound East Bidwell Street. ○ The JPA currently has more than seven million dollars programed toward relocation and signalization of the East Bidwell Street/White Rock Road intersection, and is planning to begin acquiring right-of-way during the winter of 2018, and begin construction during the summer of 2019. The projected absorption Schedule for the Mangini Ranch Phase 2 project estimates that the 281 dwelling units will not be constructed until sometime in the second quarter of 2020. Option A above is the preferred improvement, Option B would be a throwaway improvement. 	<p>B</p>	<p>CD (E)</p>	<p>This condition has been satisfied with the completion and acceptance of the Capital Southeast Connector project in the Summer of 2022.</p>	<p>Condition was satisfied prior to issuance of the 281st building permit in the Mangini Ranch Phase 2 subdivision.</p>
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59.	<p><u>White Rock Road/Placerville Road</u></p> <p>Prior to the 496th building permit, the owner/applicant shall be responsible for prohibiting southbound left-turns from Placerville Road to eastbound White Rock Road by construction of a raised median on Placerville Road to channelize all southbound traffic onto westbound White Rock Road.</p>	B	CD (E)	<p>This condition is a condition of the Village 5 & 6 subdivision since the total number of lots in the Mangini Ranch Phase 2 development will exceed 496 residential lots with the recordation of this Village 5 & 6 final map.</p>	<p>Condition will be satisfied prior to issuance of the 496th building permit in the Mangini Ranch Phase 2 subdivision.</p>
60.	<p><u>East Bidwell Street/Savannah Parkway</u></p> <p>Prior to issuance of the 496th building permit and concurrent with implementation of Condition 64 above, the owner/applicant shall signalize the East Bidwell Street/Savannah Parkway intersection as follows:</p> <ul style="list-style-type: none"> o Southbound Approach to Savannah Parkway from East Bidwell Street: One thru-lane, and one left-turn lane with a 100-foot-long left-turn pocket excluding tapers for the left-turn lane. o Northbound Approach to Savannah Parkway from East Bidwell Street: One shared thru/right-turn lane. o Westbound Approach to East Bidwell Street from Savannah Parkway: One right-turn lane, and one left-turn lane with a 60-foot left-turn pocket excluding tapers for the left-turn lane. o Control: Signal control with split phasing. o Between Old Ranch Way and the southern boundary of the project site, East Bidwell Street shall be constructed as a two-lane arterial on the eastern “half-segment” of its ultimate configuration. This two-lane segment shall have a striped 2-foot-wide median south of Old Ranch Way, consistent with the California Manual on Traffic Control Devices (MUTCD) Figure 3A-107 (CA), or similar standard. The southbound left-turn pocket shall be developed in accordance with the Highway Design Manual (HDM) Figure 405.2A, or similar standard. Savannah Parkway shall have a 4-foot-wide raised median. 	B	CD (E)	<p>This condition is a condition of the Village 5 & 6 subdivision since the total number of lots in the Mangini Ranch Phase 2 development will exceed 496 residential lots with the recordation of this Village 5 & 6 final map.</p>	<p>Condition will be satisfied prior to issuance of the 496th building permit in the Mangini Ranch Phase 2 subdivision.</p>

61.	<p><i>Credit Reimbursement Agreement</i> Prior to the recordation of the first Small-Lot Final Map, the owner/applicant and City shall enter into a credit and reimbursement agreement for constructed improvements that are included in the Folsom Plan Area's Public Facilities Financing Plan.</p>	M	CD (E)	The owner/applicant has entered into a SPIF Credit/Reimbursement Agreements with the City for eligible improvements constructed by the owner/applicant.	Yes
ARCHITECTURE/SITE DESIGN REQUIREMENTS					
62.	<p><i>Landscaping Plan</i> Owner/applicant shall submit a landscape plan for all areas (by phase or subdivision) of the project where owner/applicant proposes to install landscaping on residential lots. The landscape plan shall take into account the then existing state or local rules and regulations related to landscape water usage and water wise landscape principles. The landscape plans shall be submitted and approved by the Community Development Director prior to the issuance of a building permit in the phase or subdivision. The owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions.</p>	B	CD (P) (E)	The Community Development Department will review all future residential site plans in the subdivision to verify compliance with this condition.	Condition will be satisfied prior to issuance of a building permit.
63.	<p><i>Mechanical Equipment Screening</i> All mechanical equipment shall be concealed from view of public streets, neighboring properties and nearby higher buildings where practicable to the satisfaction of the Community Development Department.</p>	B	CD (P) (E)	The Community Development Department will review all future residential site plans in the subdivision to verify compliance with this condition.	Condition will be satisfied prior to issuance of a building permit.

64.	<i>Bicycle Trail System Modifications</i> The owner/applicant shall incorporate the design and grading for the proposed Class I bike trails located within Lot H into the improvement plans consistent with the Mangini Ranch Phase 2 Proposed Trail System Modification Exhibit dated December 15, 2017.	I	CD (P)	The Mangini Ranch Phase 2 Grading Plans approved by the City reflect the modifications to the trail system as shown in trail system modification exhibit dated December 15, 2017. The trail system modifications have been graded in the Mangini Ranch Phase 2 subdivision.	Yes
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CITY CORPORATION YARD					
65.	<p>The location tentatively identified for acquisition by the City for the City’s new Corporation Yard in Section 2.2.3.4 of the First Amended and Restated Tier I Development Agreement (ARDA) between the City and the project developer may not be feasible for use as a Corporation Yard due to challenges in obtaining County entitlements and utility services. Subject to the application of this condition to other Participating Landowners (as defined in the ARDA) as provided herein, the following condition is added with respect to resolution of the location of the corporation yard:</p> <p>Prior to approval of the First Final Small Lot Map in the FPA (or first building permit if development may occur without any subdivision), a site consistent with the requirements of Section 2.2.3.4 of the ARDA, as may be amended or as otherwise agreed to between the City and the Participating Landowners, shall be identified as acceptable to the City as suitable and feasible for use as the new Corporation Yard, with access to sewer, water and all required utility services. The City’s determination of feasibility may include the identification of an alternative site consistent with the forgoing, as a back-up for the primary site, as well as an evaluation of the time, cost and likelihood of obtaining any necessary entitlements or other governmental approvals for use of the land as a corporation yard, with the final determination of feasibility subject to the sole and reasonable discretion of the City Council.</p> <p>The City intends to impose this condition equitably throughout the Plan Area as and to each and every Participating Landowner who seeks any future specific plan amendment, tentative subdivision map or ARDA amendment in connection with its proposed development. If the City fails to impose such a condition, when required, with at least substantially similar terms, although precise language may differ (whether through a tentative subdivision map condition of approval, amendment to the specific plan or to a development agreement, or other agreement between the City and a Participating Landowner), this condition of approval shall be null and void as to Owner/Applicant’s Project, and shall not be used as a reason to prevent approval of any final small lot map for Owner/Applicant’s Project. If the City approves any other final small lot map for a project within the Plan Area and the Corporation Yard site has not been approved as provided for herein, Owner/Applicant may seek relief from the terms of this condition by appeal to the City Manager, with the right to review by the City Council.</p>	M, B	CD (P)	The City has completed the annexation process with LAFCO to add the future corporation site to the City of Folsom Limits. The grant deed for the transfer of the Corporation Yard to the City has recorded in the Official Records of Sacramento County and LAFCO has recorded the Certificate of Completion in Book 20181207 at Page 0779 in the Official Records of Sacramento County completing the annexation process.	Yes

SCHOOL SITES					
66.	<p>The locations of the elementary school sites and the combined middle school/high school were initially established during the City's processing and approval of the Folsom Specific Plan, at which time all Plan Area participants were engaged in the review of land planning and land uses. In 2015, the Folsom Cordova Unified School District raised concerns that the planned location of the future combined middle school/high school site may not be preferred.</p> <p>Prior to approval of First Final Small Lot Map in the FPA (or first building permit if development may occur without any subdivision), the site(s) for the future high school and middle school in the Folsom Plan Area will be identified and approved by the City, in consultation with the Folsom Cordova Unified School District.</p> <p>The City intends to impose this condition equitably throughout the Plan Area as and to each and every Participating Landowner who seeks any future specific plan amendment, tentative subdivision map or ARDA amendment in connection with its proposed development. If the City fails to impose such a condition, when required, with at least substantially similar terms, although precise language may differ (whether through a tentative subdivision map condition of approval, amendment to the specific plan or to a development agreement, or other agreement between the City and a Participating Landowner), this condition of approval shall be null and void as to Owner/Applicant's Project, and shall not be used as a reason to prevent approval of any final small lot map for Owner/Applicant's Project. If the City approves any other final small lot map for a project within the Plan Area and the high school and middle school site(s) has not been approved as provided for herein, Owner/Applicant may seek relief from the terms of this condition by appeal to the City Manager, with the right to review by the City Council.</p> <p>If Owner/Applicant proposes final maps in phases, Owner/Applicant may apply to the City Manager to permit individual phases to move forward to final map if substantial progress is being made to identify an acceptable site(s) as described above. The City Manager's determination of substantial progress shall be in his/her sole discretion.</p>	M, B	CD (P) Folsom Cordova Unified School District	<p>The City, the Folsom Cordova Unified School District (FCUSD) and the Landowners in the Folsom Plan Area successfully negotiated the proposed locations of the combined middle school/high school site. The City Manager informed the Landowners that this condition of approval has been satisfied with a letter dated June 12, 2018. The letter is on file with the City.</p>	Yes

Mitigation Measures					
67.	<i>Westland/Eagle Specific Plan Amendment (W/E SPA) Mitigation Monitoring Reporting Program (MMRP) for the Westland/Eagle Area of the Folsom Plan Area Specific Plan (FPASP).</i> Table 1 below describes the mitigation measures from the FPASP (May 2011) MMRP, as amended by the Revised Proposed Water Supply Facility Alternative (November 2012) and by W/E SPA (September 2015).				
Table 1. FPASP EIR/EIS, as amended by the W/E SPA Addendum, Mitigation Measures Applicable to the Mangini Ranch Phase 2 Tentative Subdivision Map Project.*					
*The MMRP for the W/E SPA Addendum to the FPASP EIR/EIS is included as Attachment 20.					
Condition	Mitigation Measures Applicable to the Project	Timing	Responsible Agency	Comments	Condition Satisfied?
Aesthetics					
67-1	3A.1-1: Construct and Maintain a Landscape Corridor Adjacent to U.S. 50.	G, O	CD	This subdivision does not have frontage on US HWY 50	Yes
67-2	3A.1-4: Screen Construction Staging Areas.	G	CD (P)(E)(B)	The construction staging area does not require screening due to distance from existing residences (>1000 feet)	Yes
67-3	3A.1-5: Establish and Require Conformance to Lighting Standards and Prepare and Implement a Lighting Plan.	B	CD (P)	CDD has approved lighting plan for subdivision	Yes
Air Quality					
67-4	3A.2-1a: Implement Measures to Control Air Pollutant Emissions Generated by Construction of On-Site Elements.	G, C	CD	(2) The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2019. Compliance table is on file with the City.	Yes
67-5	3A.2-1b: Pay Off-site Mitigation Fee to SMAQMD to Off-Set NOX Emissions Generated by Construction of On-Site Elements.	G, C	CD (P)(E) SMAQMD	See (2) above	Yes
67-6	3A.2-1c: Analyze and Disclose Projected PM10 Emission Concentrations at Nearby Sensitive Receptors Resulting from Construction of On-Site Elements.	G	CD (E)(P)	See (2) above	Yes
67-7	3A.2-1d: Implement SMAQMD's Basic Construction Emission Control Practices during Construction of all Off-site Elements located in Sacramento County	G	SMAQMD	See (2) above. No off-site elements outside the City limits required for this subdivision	Yes
67-8	3A.2-1f: Implement SMAQMD's Enhanced Exhaust Control Practices during Construction of all Off-site Elements.	G	Sacramento County El Dorado County or Cal Trans	See (2) above. No off-site elements outside the City limits required for this subdivision	Yes

67-9	3A.2-1g: Pay Off-site Mitigation Fee to SMAQMD to Off-Set NOX Emissions Generated by Construction of Off-site Elements.	G	SMAQMD	See (2) above	Yes
67-10	3A.2-1h: Analyze and Disclose Projected PM10 Emission Concentrations at Nearby Sensitive Receptors Resulting from Construction of Off-site Elements	G		See (2) above	Yes
67-11	3A.2-2: Implement All Measures Prescribed by the Air Quality Mitigation Plan to Reduce Operational Air Pollutant Emissions.	M, I	CD	See (2) above	Yes
67-12	3A.2-4a: Develop and Implement a Plan to Reduce Exposure of Sensitive Receptors to Construction-Generated Toxic Air Contaminant Emissions.	G, C	CD	See (2) above	Yes
67-13	3A.2-4b: Implement Measures to Reduce Exposure of Sensitive Receptors to Operational Emissions of Toxic Air Contaminants.	G, C	CD SMAQMD	See (2) above	Yes
67-14	3A.2-5: Implement A Site Investigation to Determine the Presence of NOA and, if necessary, Prepare and Implement an Asbestos Dust Control Plan.	G, C	CD	See (2) above	Yes
67-15	3A.2-6: Implement Measures to Control Exposure of Sensitive Receptors to Operational Odorous Emissions	B, C	CD	See (2) above	Yes
Biological Resources					
67-16	3A.3-1a (as amended by W/E SPA): Mitigation for erosion impacts.	I, OG	PW USACE	See (2) above	Yes
67-17	3A.3-1b (as amended by W/E SPA): Implement Clean Water Act Section 404 Permits and Section 401 Water Quality Certifications.	G, I, OG	CD USACE	See (2) above	Yes
67-18	3A.3-2a (as amended by W/E SPA): Avoid Direct Loss of Swainson's Hawk and Other Raptor Nests.	G, I, C	CD CDFW	See (2) above	Yes
67-19	W/E SPA Mitigation Measure 4.4-4: Conduct preconstruction Swainson's Hawk and other raptor surveys	G	CD (P)(E) CDFW	See (2) above	Yes
67-20	3A.3-2b: Prepare and Implement a Swainson's Hawk Mitigation Plan.	G, I, C	CD	See (2) above	Yes
67-21	W/E SPA Mitigation Measure 4.4-5: Prepare and Implement Swainson's hawk mitigation plan.	G	CD (P)(E) CDFW	See (2) above	Yes
67-22	3A.3-2c (as amended by W/E SPA): Conduct preconstruction Tricolored Blackbird Nesting surveys.	G	CD CDFW	See (2) above	Yes
67-23	W/E SPA Mitigation Measure 4.4-6: Conducting preconstruction burrowing owl survey.	G	CD (P)(E) CDFW	See (2) above	Yes
67-24	W/E SPA Mitigation Measure 4.4-7: Preconstruction nesting bird survey.	G	CD (P)(E) CDFW	See (2) above	Yes
67-25	3A.3-2d (as amended by W/E SPA): Conduct preconstruction bat roosting survey.		CD	See (2) above	Yes
67-26	3A.3-2e: Obtain an Incidental Take Permit under Section 10(a) of ESA; Develop and Implement a Habitat Conservation Plan to Compensate for the Loss of Vernal Pool Habitat.	G, I, OG	USFWS CD	See (2) above	Yes
67-27	3A.3-2f: Obtain an Incidental Take Permit under Section 10(a) of ESA; Develop and Implement a Habitat Conservation	G, I, OG	USFWS	See (2) above	Yes

	Plan to Compensate for the Loss of VELB Habitat.		USACE CD		
67-28	3A.3-2g: Secure Take Authorization for Federally Listed Vernal Pool Invertebrates and Implement All Permit Conditions.	G, I, C	USACE CD	See (2) above	Yes
67-29	3A.3-2h (as amended by W/E SPA): Valley Elderberry Longhorn Beetle avoidance and minimization measures.	G, I, OG	USACE USFWS CD	See (2) above	Yes
67-30	3A.3-3: Conduct Special-Status Plant Surveys; Implement Avoidance and Mitigation Measures or Compensatory Mitigation.	G, I, B	USFWS CDFW CD	See (2) above	Yes
67-31	3A.3-4a (as amended by W/E SPA): Implement Section 1602 Master Streambed Alteration Agreement.	G, I, C	CDFW CD	See (2) above	Yes
67-32	3A.3-4b (as amended by W/E SPA): Valley Needlegrass Grassland Avoidance and Minimization Measures.	G, I, B	CDFW CD	See (2) above	Yes
67-33	3A.3-5 (as amended by W/E SPA): Oak woodlands mitigation.	G, I, C	CD, PW	See (2) above	Yes
67-34	W/E SPA Mitigation Measure 4.4-1: Conduct environmental awareness training for construction employees.	G, C	CD	See (2) above	Yes
67-35	W/E SPA Mitigation Measure 4.4-2: Conduct preconstruction western spadefoot survey	G	CD (E) (P) CDFW	See (2) above	Yes
67-36	W/E SPA Mitigation Measure 4.4-3: Conduct preconstruction western pond turtle survey.	G	CD (E)(P) CDFW	See (2) above	Yes
Climate Change					
67-37	3A.4-1: Implement Additional Measures to Control Construction-Generated GHG Emissions.	M, B, C	CD SMAQMD	See (2) above	Yes
67-38	3A.4-2a: Implement Additional Measures to Reduce Operational GHG Emissions.	M, B	CD SMAQMD	See (2) above	Yes
67-39	3A.4-2b: Participate in and Implement an Urban and Community Forestry Program and/or Off-Site Tree Program to Off-Set Loss of On-Site Trees.	M, B	CD	No trees are present in the subdivision.	Yes
Cultural Resources					
67-40	3A.5-1a (as amended by W/E SPA): Comply with the Programmatic Agreement.	G	CD USACE	See (2) above	Yes
67-41	3A.5-1b (as amended by W/E SPA): Perform an Inventory and Evaluation of Cultural Resources for the California Register of Historic Places, Minimize or Avoid Damage or Destruction, and Perform Treatment Where Damage or Destruction Cannot be Avoided.	G	CD USACE	See (2) above	Yes
67-42	3A.5-2 (as amended by W/E SPA): Conduct Construction Personnel Education, Conduct On-Site Monitoring if Required, Stop Work if Cultural Resources are Discovered, Assess the Significance of the Find, and Perform Treatment or Avoidance as Required.	G, C	CD USACE	See (2) above	Yes

67-43	3A.5-3 (as amended by W/E SPA): Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures.	OG	CD (P)(E) Sacramento County Coroner Native American Heritage Commission	See (2) above. No human remains have been encountered in the subdivision during grading and construction.	Yes
Geology, Soils, Minerals, And Paleontological Resources					
67-44	3A.7-1a: Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations.	B	CD (E)	Owner/applicant has provided Geotechnical Report to the City. The Geotechnical report for the subdivision is on file with the City.	Yes
67-45	3A.7-1b: Monitor Earthwork during Earthmoving Activities	B	CD (P)(E)(B)	Compliance monitored through construction inspection.	Yes
67-46	3A.7-3: Prepare and Implement the Appropriate Grading and Erosion Control Plan.	G	CD (E)	Compliance monitored through construction inspection.	Yes
67-47	3A.7-5: Divert Seasonal Water Flows Away from Building Foundations.	B	CD (B)(P)	CDD will review all future building permits in the subdivision to verify compliance with mitigation measure	Condition will be satisfied prior to building permit issuance.
67-48	3A.7-10: Conduct Construction Personnel Education, Stop Work if Paleontological Resources are Discovered, Assess the Significance of the Find, and Prepare and Implement a Recovery Plan as Required.	C	CD	See (2) above. No human remains or paleontological resources have been encountered in the subdivision during grading and construction.	Yes
Hazards and Hazardous Materials					
67-49	3A.8-2: Complete Investigations Related to the Extent to Which Soil and/or Groundwater May Have Been Contaminated in Areas Not Covered by the Phase I and II Environmental Site Assessments and Implement Required Measures	G, C	CD	See (2) above. No hazardous and/or contaminated soil or groundwater has been discovered in the subdivision.	Yes
67-50	3A.8-5: Prepare and Implement a Blasting Safety Plan in Consultation with a Qualified Blaster.	M	CD	The owner/applicant has retained a blasting contractor, BTI, Inc., to conduct all blasting in the subdivision. A Blasting Safety Plan was provided to the City and the contractor has been issued a blasting permit for the subdivision. BTI, Inc. notifies the City prior to all blasts in accordance with the Blasting Permit requirements.	Yes

67-51	Mitigation Measure 3A.8-6: Prudent Avoidance and Notification of EMF Exposure.	M	CD Folsom Cordova Unified School District	There are no existing overhead power lines within or adjoining the subdivision	Yes
67-52	3A.8-7: Prepare and Implement a Vector Control Plan in Consultation with the Sacramento-Yolo Mosquito and Vector Control District.	G	CD Sacramento- Yolo Mosquito and Vector Control District	A Vector Control Plan was prepared and submitted to the City for review and approval. The plan incorporated various Best Management Practices in consultation with the Sacramento-Yolo Mosquito and Vector Control District. A copy of the Vector Control Plan is available from the Community Development Department.	Yes
Hydrology and Water Quality					
67-53	3A.9-1: Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs.	G, C	CD (E) CVRWQB	Owner/applicant has been issued a WDID # and has submitted a SWPPP approved by the RWQCB. SWPPP is on file at the City.	Yes
67-54	3A.9-2: Prepare and Submit Final Drainage Plans and Implement Requirements Contained in Those Plans.	G, B	CD (E)	The City has reviewed and approved the storm drain plans for this subdivision. The storm drain improvements are in compliance with the approved Folsom Plan Storm Drain Master Plan approved by the City.	Yes
67-55	3A.9-3: Develop and Implement a BMP and Water Quality Maintenance Plan.	G, C	CD (E), PW	Owner/applicant has been issued a WDID # and has submitted a SWPPP approved by the RWQCB. SWPPP is on file at the City.	Yes
67-56	3A.9-4: Inspect and Evaluate Existing Dams Within and Upstream of the Project Site and Make Improvements if Necessary.	M, I	PW	There are no existing dams upstream from this subdivision.	Yes

Noise					
67-57	3A.11-1: Implement Noise-Reducing Construction Practices, Prepare and Implement a Noise Control Plan, and Monitor and Record Construction Noise near Sensitive Receptors.	G, C	CD	The owner/applicant has implemented noise reducing construction practices included as part of the required Noise Control Plan. Compliance with these requirements has been monitored through construction inspection.	Yes
67-58	3A.11-3: Implement Measures to Prevent Exposure of Sensitive Receptors to Groundborne Noise or Vibration from Project Generated Construction Activities.	C	CD (E)(P)	The owner/applicant has been working closely with their contractors during the course of grading and construction to minimize ground borne noise and vibration. The owner/applicant has been challenged due to the extent of the blasting needed for the grading of the subdivision. The owner/applicant and their contractors are working very hard to minimize the vibration and disturbance to existing residents in the vicinity of the blasting. The owner/applicant as provided monitoring reports to the City verifying that all ground borne noise and vibration is within allowable thresholds and eliminating any possibility of structural damage to existing residential units.	Yes
67-59	3A.11-4: Implement Measures to Prevent Exposure of Sensitive Receptors to Increases in Noise from Project-Generated Operational Traffic on Off-site and On-Site Roadways.	C	CD (E)(P)	The owner/applicant continues to make efforts to reduce noise from grading and construction in the vicinity of existing residents. Night work is necessary due to impacts to the travelling public during the normal workday. The night work has been disruptive to some existing residences. The CDD is working closely to monitor the noise impacts in the night time hours to minimize impacts to existing residents.	Yes
67-60	3A.11-5: Implement Measures to Reduce Noise from Project-Generated Stationary Sources.	I, OG	CD (E)	All stationary construction equipment, if present, is muffled to reduce noise in accordance with noise requirements.	Yes
67-61	W/E SPA Mitigation Measure 4.12-1: Implement measures to prevent exposure of sensitive receptors to increases in noise from project-generated operational traffic on offsite and onsite roadways.	M	CD	The owner/applicant continues to make efforts to reduce noise from grading and	Yes

				construction in the vicinity of existing residents. Night work is necessary due to impacts to the travelling public during the normal workday. The night work has been disruptive to some existing residences. The CDD is working closely to monitor the noise impacts in the night time hours to minimize impacts to existing residents.	
Public Services					
67-62	3A.14-1 (as amended by W/E SPA): Prepare and Implement a Construction Traffic Control Plan.	G, I, B, C	PW	The CDD has reviewed and approved all traffic control plans for the subdivision to verify compliance with City ordinances and to minimize delays to the travelling public.	Yes
67-63	3A.14-2: Incorporate California Fire Code; City of Folsom Fire Code Requirements; and EDHFD Requirements, if Necessary, into Project Design and Submit Project Design to the City of Folsom Fire Department for Review and Approval.	B, O	CD, FD	The City Fire Department has reviewed and approved all proposed improvements for the subdivision. The City FD will verify adequate fire flow prior to building permit issuance in the subdivision.	Yes
67-64	3A.14-3: Incorporate Fire Flow Requirements into Project Designs.	B, O	CD, FD	The City Fire Department has reviewed and approved all proposed improvements for the subdivision. The City FD will verify adequate fire flow prior to building permit issuance in the subdivision.	Yes

Traffic and Transportation

It should be noted that many of the Transportation, Traffic, and Circulation mitigation measures identified below will be satisfied through the payment of fees. Below is a brief summary of the fee types and their purpose. The acronyms for each fee type noted below are further noted in the Implementation Schedule column of each applicable mitigation measure to clarify how each mitigation measure is anticipated to be satisfied.

Public Facilities Financing Plan (PFFP):

In January of 2014, the City of Folsom adopted the PFFP for the Folsom Plan Area which detailed all the infrastructure components to address full build out of the Plan Area. The PFFP includes various techniques including development fees to fund the necessary infrastructure. The City is currently in the process of preparing and adopting implementing ordinances and a nexus study required by State law to impose the associated development fees.

Included in the PFFP are a number roadway projects including the Highway Interchanges that the Mangini Ranch Phase 2 Subdivision project will have cumulative impacts on within the Folsom Plan Area. The PFFP was designed to satisfy the “fair share” financing of all the Plan Area’s backbone roadway system. Participating in this fee program will satisfy numerous roadway mitigation measures as shown in the MMRP table.

Sacramento County Transportation Development Fee (SCTDF) contribution:

The City is establishing a “fair share” fee to mitigate roadway impacts outside the project boundaries and within unincorporated Sacramento County. This fee will be included in the City Facilities portion of the Public Facilities Financing Plan program and will be collected at the time of building permit issuance. The basis for the calculation of the fee is a report entitled, “Fair Share Cost Allocation Sacramento County & City of Folsom” dated January 2, 2014.

Cal Trans/City Memorandum of Understanding (Cal Trans MOU):

The City of Folsom and Cal Trans entered into an MOU on December 17, 2014 to establish a fee mechanism to address the “fair share” impacts to Highway 50. The MOU identifies all the highway improvements for which there are mitigation measures and potential construction projects to address them. The City will establish a fee in the City Facilities portion of the Public Facilities Financing Plan and it will be collected at the time of building permit issuance					
67-65	3A.15-1: Project Participation in Funding Transportation Improvements	B	CD (E), PW	(1) This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Yes
67-66	3A.15-1a: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Folsom Boulevard/Blue Ravine Road Intersection (Intersection 1).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-67	3A.15-1b: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements at the Sibley Street/ Blue Ravine Road Intersection (Intersection 2).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-68	3A.15-1c: The Applicant Shall Fund and Construct Improvements to the Scott Road (West)/White Rock Road Intersection (Intersection 28).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-69	3A.15-1e: Fund and Construct Improvements to the Hillside Drive/Easton Valley Parkway Intersection (Intersection 41).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-70	3A.15-1f: Fund and Construct Improvements to the Oak Avenue Parkway/Middle Road Intersection (Intersection 44).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-71	3A.15-1h: Participate in Fair Share Funding of Improvements to Reduce Impacts to the Hazel Avenue/Folsom Boulevard Intersection (Sacramento County Intersection 2).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-72	3A.15-1j: Participate in Fair Share Funding of Improvements to Reduce Impacts on Hazel Avenue between Madison Avenue and Curragh Downs Drive (Roadway Segment 10).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-73	3A.15-1o: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 as an alternative to improvements at the Folsom Boulevard/U.S. 50 Eastbound Ramps Intersection (Caltrans Intersection 4).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-74	3A.15-1p: Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/ State Route 16 Intersection (Caltrans Intersection 12).	B (Caltrans MOU/pay SCTDF)	CD (E), PW	See (1) above	Yes
67-75	3A.15-1q: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-76	3A.15-1r: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Hazel Avenue and Folsom Boulevard (Freeway Segment 3).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-77	3A.15-1s: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 4).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-78	3A.15-1u: Participate in Fair Share Funding of Improvements to Reduce Impacts on Westbound U.S. 50 between Prairie City Road and Folsom Boulevard (Freeway Segment 16).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes

67-79	3A.15-1v: Participate in Fair Share Funding of Improvements to Reduce Impacts on Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard (Freeway Segment 18).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-80	3A.15-1w: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Folsom Boulevard Ramp Merge (Freeway Merge 4).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-81	3A.15-1x: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Diverge (Freeway Diverge 5).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-82	3A.15-1y: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Direct Merge (Freeway Merge 6).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-83	3A.15-1z: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Flyover On-Ramp to Oak Avenue Parkway Off-Ramp Weave (Freeway Weave 8).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-84	3A.15-1aa: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Oak Avenue Parkway Loop Merge (Freeway Merge 9).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-85	3A.15-1dd: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Empire Ranch Road Loop Ramp Merge (Freeway Merge 23).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-86	3A.15-1ee: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 29).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-87	3A.15-1ff: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Prairie City Road Loop Ramp Merge (Freeway Merge 32).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-88	3A.15-1gg: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Prairie City Road Direct Ramp Merge (Freeway Merge 33).	B Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-89	3A.15-1hh: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Folsom Boulevard Diverge (Freeway Diverge 34).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-90	3A.15-1ii: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Hazel Avenue Direct Ramp Merge (Freeway Merge 38).	B (Caltrans MOU)	CD (E), PW	See (1) above	Yes
67-91	3A.15-2a: Develop Commercial Support Services and Mixed-use Development Concurrent with Housing Development, and Develop and Provide Options for Alternative Transportation Modes.	I (pay PFFP fee and Transit fee)	PW	All properties in the FPASP pay an annual Transportation Management Fee via CFD 18	Yes
67-92	3A.15-2b: Participate in the City's Transportation System Management Fee Program.	B (pay City fee)	CD (E), PW	All properties in the FPASP pay an annual Transportation Management Fee via CFD 18	Yes
67-93	3A.15-2c: Participate with the 50 Corridor Transportation Management Association	B (pay City fee)	PW	All properties in the FPASP pay an annual Transportation Management Fee via CFD 18	Yes
67-94	3A.15-3: Pay Full Cost of Identified Improvements that Are Not Funded by the City's Fee Program.	B (Caltrans MOU, PFFP fee, SCTDF)	CD (E), PW	See (1) above	Yes
67-95	3A.15-4a: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Sibley Street/Blue Ravine Road Intersection (Folsom Intersection 2).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-96	3A.15-4b: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Oak Avenue Parkway/East Bidwell Street Intersection (Folsom Intersection 6).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes

67-97	3A.15-4c: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the East Bidwell Street/College Street Intersection (Folsom Intersection 7).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-98	3A.15-4d: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the East Bidwell Street/Iron Point Road Intersection (Folsom Intersection 21).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-99	3A.15-4e: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Serpa Way/ Iron Point Road Intersection (Folsom Intersection 23)	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-100	3A.15-4f: The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Empire Ranch Road/Iron Point Road Intersection (Folsom Intersection 24).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-101	3A.15-4g: The Applicant Shall Fund and Construct Improvements to the Oak Avenue Parkway/Easton Valley Parkway Intersection (Folsom Intersection 33).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-102	3A.15-4i: Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/White Rock Road Intersection (Sacramento County Intersection 3).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-103	3A.15-4j: Participate in Fair Share Funding of Improvements to Reduce Impacts on Grant Line Road between White Rock Road and Kiefer Boulevard (Sacramento County Roadway Segments 5-7).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-104	3A.15-4k: Participate in Fair Share Funding of Improvements to Reduce Impacts on Grant Line Road between Kiefer Boulevard and Jackson Highway (Sacramento County Roadway Segment 8).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-105	3A.15-4l: Participate in Fair Share Funding of Improvements to Reduce Impacts on Hazel Avenue between Curragh Downs Drive and U.S. 50 Westbound Ramps (Sacramento County Roadway Segments 12-13).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-106	3A.15-4m: Participate in Fair Share Funding of Improvements to Reduce Impacts on White Rock Road between Grant Line Road and Prairie City Road (Sacramento County Roadway Segment 22).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-107	3A.15-4n: Participate in Fair Share Funding of Improvements to Reduce Impacts on White Rock Road between Empire Ranch Road and Carson Crossing Road (Sacramento County Roadway Segment 28).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-108	3A.15-4o: Participate in Fair Share Funding of Improvements to Reduce Impacts on the White Rock Road/Carson Crossing Road Intersection (El Dorado County 1).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-109	3A.15-4p: Participate in Fair Share Funding of Improvements to Reduce Impacts on the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Caltrans Intersection 1).	B (pay SCTDF)	CD (E), PW	See (1) above	Yes
67-110	3A.15-4q: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1).	B (pay SCTDF)	Capitol Southeast Connector JPA	See (1) above	Yes
67-111	3A.15-4r: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Rancho Cordova Parkway and Hazel Avenue (Freeway Segment 3).	B (pay SCTDF)	Capitol Southeast Connector JPA	See (1) above	Yes
67-112	3A.15-4s: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 5).	B (pay SCTDF)	Capitol Southeast Connector JPA	See (1) above	Yes
67-113	3A.15-4t: Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Prairie City Road and Oak Avenue Parkway (Freeway Segment 6).	B (pay PFFP/Interchange fee)	CD (E), PW	See (1) above	Yes

67-114	3A.15-4u: Participate in Fair Share Funding of Improvements to Reduce Impacts on the U.S. 50 Eastbound / Prairie City Road Slip Ramp Merge (Freeway Merge 6).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-115	3A.15-4v: Participate in Fair Share Funding of Improvements to Reduce Impacts on the U.S. 50 Eastbound / Prairie City Road Flyover On Ramp to Oak Avenue Parkway Off Ramp Weave (Freeway Weave 7).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-116	3A.15-4w: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 8).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-117	3A.15-4x: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound / Empire Ranch Road Loop Ramp Merge (Freeway Merge 27).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-118	3A.15-4y: Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound / Prairie City Road Loop Ramp Merge (Freeway Merge 35).	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-119	W/E SPA Mitigation Measure 4.16-1: Participate in Fair Share Funding of modification of the Iron Point Road/East Bidwell Street Intersection.	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
67-120	W/E SPA Mitigation Measure 4.16-2: Participate in Fair Share Funding of improvements to the Scott Road/Easton Valley Parkway Intersection.	B (pay PFFP fee)	CD (E), PW	See (1) above	Yes
Utilities and Service Systems					
67-121	3A.16-1: Submit Proof of Adequate On- and Off-Site Wastewater Conveyance Facilities and Implement On- and Off-Site Infrastructure Service Systems or Ensure That Adequate Financing Is Secured	M, B	CD, PW	The Phase I Sanitary Sewer infrastructure including the off-site sewer trunk main, the Alder Creek Parkway sewer lift station and forced main to serve this subdivision have been constructed by the FPA landowners and have been completed and accepted by the City and are currently in operation.	Yes
67-122	3A.16-3: Demonstrate Adequate SRWTP Wastewater Treatment Capacity	M, B	CD, PW	The City obtained a letter from Regional San which provides verification that there is adequate capacity in the existing Regional San conveyance and treatment system to accommodate the entire Folsom Plan Area at buildout. Confirmation from Regional San was required because the Folsom Plan Area is served by the existing Regional San Lift Station on Iron Point Road. The City Sewer Lift Station and Forced Main which connects to the Regional San Lift Station has been accepted by the City and is currently in operation.	Yes
Water Supply					
67-123	3A.18-1: Submit Proof of Surface Water Supply Availability	M, B	CD, PW	The owner/applicant has constructed the necessary infrastructure to provide potable	Yes

				water to the subdivision. The potable Phase 1 water infrastructure for the Folsom Plan Area has been reviewed, approved and accepted by the City and is currently in operation.	
67-124	3A.18-2a: Submit Proof of Adequate Off-Site Water Conveyance Facilities and Implement Off-Site Infrastructure Service System or Ensure That Adequate Financing Is Secured.	M, B	CD, PW	The off-site potable water infrastructure to serve the subdivision has been reviewed, approved and accepted by the City and is currently in operation. In addition, the City has verified that the off-site potable water infrastructure is adequate to serve the subdivision.	Yes
Cumulative					
67-125	AIR-1-Land: Implement East Sacramento Regional Aggregate Mining Truck Management Plan or Other Measures to Reduce Exposure of Sensitive Receptors to Operational Emissions of Toxic Air Contaminants from Quarry Truck Traffic.	M	CD	The owner/applicant is a participant in the Truck Management Plan at such time there is traffic generated from the future quarries south of the Folsom Plan Area.	Yes
67-126	NOISE-1-Land: Implement East Sacramento Regional Aggregate Mining Truck Management Plan or Other Measures to Reduce Exposure of Sensitive Receptors to Operational Noise from Quarry Truck Traffic.	M	CD	The owner/applicant is a participant in the Truck Management Plan at such time there is traffic generated from the future quarries south of the Folsom Plan Area.	Yes
68.	<i>Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration (Backbone MND) Mitigation Monitoring Reporting Program (MMRP) for the Folsom Plan Area Specific Plan (FPASP).</i> Table 2 Below describes the mitigation measures from the Backbone MND (December 2014) MMRP				
Table 2. Backbone MND Mitigation Measures Applicable to the Mangini Ranch Phase 2 Tentative Subdivision Map Project.*					
*The mitigation measures specific to the 2014 Backbone Infrastructure MND (designated by roman numerals, e.g., IV-1) apply only to the portions of the Mangini Ranch Phase 2 Project that are included as part of the South of Highway 50 Backbone Infrastructure Project. The MMRP for the Backbone Infrastructure Project is included as Attachment 20.					
Condition	Mitigation Measures Applicable to the Project	Timing	Responsible Agency	Comments	Condition Satisfied?
Aesthetics					
68-1	Backbone MND Mitigation Measure I-1: Design above ground pump station and storage tank facilities to reduce visual impacts.	I	CD, EWR	There are no above ground facilities required to be constructed in Mangini Ranch Phase 2	Yes
68-2	Backbone MND Mitigation Measure I-2: Develop and implement a landscaping plan for pump station and storage tank facilities to reduce visual impacts.	I	CD, EWR	There are no above ground facilities required to be constructed in Mangini Ranch Phase 2	Yes
Air Quality					

68-3	Backbone MND Mitigation Measure III-1: Prepare and Implement NOX Reduction Plan	G, C	CD SMAQMD	(2) The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2019. Compliance table is on file with the City.	Yes
68-4	Backbone MND Mitigation Measure III-2: Pay Off-site Mitigation Fee to SMAQMD to off-set NOX Emissions Generated by Construction.	G, C	CD SMAQMD	See (2) above	Yes
68-5	Backbone MND Mitigation Measure III-4: Implement A Site Investigation to Determine the Presence of NOA and, if necessary, Prepare and Implement an Asbestos Dust Control Plan.	G, C	CD SMAQMD	See (2) above	Yes
Biological Resources					
68-6	Backbone MND Mitigation Measure IV-1: Conduct Special-Status Plant Surveys; Implement Avoidance and Mitigation Measures or Compensatory Mitigation	G, C	CD	See (2) above	Yes
68-7	Backbone MND Mitigation Measure IV-2: Implement Conditions of the Biological Opinion (BO) for Federally Listed Vernal Pool Invertebrates.	G, C	CD USFWS	See (2) above	Yes
68-8	Backbone MND Mitigation Measure IV-3: Implement Conditions of the Biological Opinion for Impacts on Valley Elderberry Longhorn Beetle.	G, C	CD USFWS	See (2) above	Yes
68-9	Backbone MND Mitigation Measure IV-4: Western Spadefoot Toad	G, C	CD CDFW	See (2) above	Yes
68-10	Backbone MND Mitigation Measure IV-5: Western Pond Turtle	G, C	CD CDFW	See (2) above	Yes
68-11	Backbone MND Mitigation Measure IV-6(a): Swainson's Hawk Nesting Habitat	G, I, C	CD	See (2) above	Yes
68-12	Backbone MND Mitigation Measure IV-6(b): Swainson's Hawk Foraging Habitat	G, I, C	CD	See (2) above	Yes
68-13	Backbone MND Mitigation Measure IV-7: Tricolored Blackbird	G, C	CD CDFW	See (2) above	Yes
68-14	Backbone MND Mitigation Measure IV-8: Nesting Raptors	G, I	CD CDFW	See (2) above	Yes
68-15	Backbone MND Mitigation Measure IV-9: Nesting Special Status Birds and Migratory Birds	G, C	CD CDFW	See (2) above	Yes
68-16	Backbone MND Mitigation Measure IV-10: Special-Status Bats		CD CDFW	See (2) above	Yes
68-17	Backbone MND Mitigation Measure IV-12: Implement Section 1602 Master Streambed Alteration Agreement	G, C	CD CDFW	See (2) above	Yes
68-18	Backbone MND Mitigation Measure IV-13: Conduct Surveys to Identify and Map Valley Needlegrass Grassland; Implement Avoidance and Minimization Measures or Compensatory Mitigation, if necessary	G, C	CD CDFW	See (2) above	Yes

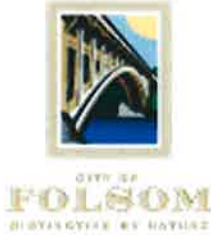
68-19	Backbone MND Mitigation Measure IV-14: Secure Amended Clean Water Act Section 404 Permit and Section 401 Permit and Implement All Permit Conditions; Ensure No Net Loss of Functions of Wetlands, Other Waters of the U.S., and Waters of the State	G, I, C	CD USACE	See (2) above	Yes
68-20	Backbone MND Mitigation Measure IV-15: Conduct Tree Survey, Prepare and Implement an Oak Woodland Mitigation Plan, Replace Native Oak Trees Removed, and Implement Measures to Avoid and Minimize Indirect Impacts on Oak Trees and Oak Woodland Habitat Retained On-Site.	G, I, C	CD, PW	See (2) above	Yes
68-21	Backbone MND Mitigation Measure IV-11: American Badger	G, C	CD CDFW	See (2) above	Yes
Cultural Resources					
68-22	Backbone MND Mitigation Measure V-1: Comply with the applicable procedures in the FAPA and implementation of applicable historic property treatment plans	G, C	CD USACE	See (2) above	Yes
68-23	Backbone MND Mitigation Measure V-2: Conduct Construction Personnel Education, Conduct On-Site Monitoring if Required, Stop Work if Cultural Resources are Discovered, Assess the Significance of the Find, and Perform Treatment or Avoidance as Required.	G, C	CD USACE	See (2) above	Yes
68-24	Backbone MND Mitigation Measure V-3: Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures.	OG	CD Sacramento County Coroner Native American Heritage Commission	See (2) above	Yes
Geology, Soils, and Paleontological Resources					
68-25	Backbone MND Mitigation Measure VI-1: Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations.	G, C	CD EWR	See (2) above	Yes
68-26	Backbone MND Mitigation Measure VI-3: Monitor Earthwork during Earthmoving Activities.	G, C	CD	See (2) above	Yes
68-27	Backbone MND Mitigation Measure VI-5(a): Prepare and Implement the Appropriate Grading and Erosion Control Plan.	G	PW	See (2) above	Yes
Hydrology and Water Quality					
68-28	Backbone MND Mitigation Measure VI-5(b): Prepare and Implement the appropriate Grading and Erosion Control Plan for the detention basin West of Prairie City Road.	G	PW	See (2) above	Yes
68-29	Backbone MND Mitigation Measure IX-1: Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs.	G	CD (E) Central Valley Reg. Water Quality Control	See (2) above	Yes

				Board.	
Climate Change					
68-30	Backbone MND Mitigation Measure VII-1: Greenhouse Gas Emissions	Prior to releasing RFB to contractors	SMAQMD	See (2) above	
Public Services					
68-31	Backbone MND Mitigation Measure XVI-1: Prepare and Implement a Construction Traffic Control Plan.	G, I, B, C	PW	See (2) above	
Water Improvements					
68-32	Backbone MND Mitigation Measure III-3: North of U.S. Highway 50 Water Improvements	G, I	SMAQMD CD (E)	See (2) above	
68-33	Backbone MND Mitigation Measure V-4 North of U.S. Highway 50 Water Improvements	G, I	CD (E)	See (2) above	
68-34	Backbone MND Mitigation Measure VI-2 North of U.S. Highway 50 Water Improvements	G, I	CD (E)	See (2) above	
68-35	Backbone MND Mitigation Measure VI-4 North of U.S. Highway 50 Water Improvements	G, I	CD (E)	See (2) above	
68-36	Backbone MND Mitigation Measure XII-1 North of U.S. Highway 50 Water Improvements	G, I, B	PW	See (2) above	
69.	Revised Proposed Off-Site Water Facility Alternative Mitigation Monitoring Reporting Program (MMRP) for the Folsom Plan Area Specific Plan (FPASP). Table 3 below describes the mitigation measures from the Revised Water Alternative (November 2012) MMRP.				
Table 3.					
Revised Proposed Off-Site Water Facility Alternative Addendum to the FPASP EIR/EIS Mitigation Measures Applicable to the Mangini Ranch Phase 2 Tentative Subdivision Map Project.*					
*The Folsom South of U.S. Highway 50 Specific Plan Project: Revised Proposed Off-Site Water Facility Alternative was approved December 11, 2012. The November 2012 MMRP for the Revised Proposed Off-Site Water Facility Alternative is included as Attachment 21.					
Condition	Mitigation Measures Applicable to the Project	Timing	Responsible Agency	Comments	Condition Satisfied?
Aesthetics					
69-1	3B.1-2a: Enhance Exterior Appearance of Structural Facilities.	G, B	CD	(3) The Folsom Plan Area (FPA) landowners did not construct the previously contemplated off-site water system to serve the FPA. Instead, the FPA landowners contributed funding to conserve 20% of the existing potable water being utilized in the City. This conservation effort has been completed and validated in the Sacramento County court system and will serve the FPA throughout buildout. The following mitigation measures were related to the previously contemplated off-site water system to be constructed to serve the FPA and therefore do not apply to this subdivision.	Yes
69-2	3B.1-2b: Prepare Landscaping Plan.	G, B	CD	See (3) above	Yes
69-3	3B.1-3a: Conformance to Construction Lighting Standards.	G, B	CD	See (3) above	Yes
69-4	3B.1-3b: Prepare and Submit a Lighting Master Plan.	G, B	CD	See (3) above	Yes
Air Quality					
69-5	3B.2-1a: Develop and Implement a Construction NOX Reduction Plan.	G, C	CD SMAQMD	See (3) above	Yes
69-6	3B.2-1c: Implement Fugitive Dust Control Measures and a Particulate Matter	G, C	CD	See (3) above	Yes

	Monitoring Program during Construction.		SMAQMD		
69-7	3B.2-3a: Cite Pump Siting Buffers Away from Sensitive Receptors.	G, B	CD SMAQMD	See (3) above	Yes
69-8	3B.2-3b: Conduct Project-Level DPM Screening and Implement Measures to Reduce Annual DPM to Acceptable Concentrations.	G, B	CD SMAQMD	See (3) above	Yes
Climate Change					
69-9	3B.4-1a: Implement GHG Reduction Measures during Construction.	G, B	CD SMAQMD	See (3) above	Yes
69-10	3B.4-1b Prepare and Implement an Off-site Water Facilities Climate Action Plan.	G, B	CD SMAQMD	See (3) above	Yes
Cultural Resources					
69-11	3A.5-1a: Comply with the Programmatic Agreement.	G	CD (E) USACE	See (3) above	Yes
69-12	3A.5-1b: Perform an Inventory and Evaluation of Cultural Resources for the California Register of Historic Places, Minimize or Avoid Damage or Destruction, and Perform Treatment Where Damage or Destruction Cannot be Avoided.	B, C	CD	See (3) above	Yes
69-13	3A.5-2: Conduct Construction Personnel Education, Conduct On-Site Monitoring if Required, Stop Work if Cultural Resources are Discovered, Assess the Significance of the Find, and Perform Treatment or Avoidance as Required.	G, C	CD USACE	See (3) above	Yes
69-14	3A.5-3: Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures.	C	CD USACE	See (3) above	Yes
Geology, Soils, Minerals, and Paleontological Resources					
69-15	3B.7-1a: Prepare Geotechnical Report(s) for the Revised Proposed Off-site Water Facilities and Implement Required Measures.	engineering plans	CD	See (3) above	Yes
69-16	3B.7-1b: Incorporate Pipeline Failure Contingency Measures Into Final Pipeline Design.	engineering plans	CD	See (3) above	Yes
69-17	3B.7-4: Implement Corrosion Protection Measures.	engineering plans	CD	See (3) above	Yes
69-18	3B.7-5: Conduct Construction Personnel Education, Stop Work if Paleontological Resources are Discovered, Assess the Significance of the Find, and Prepare and Implement a Recovery Plan as Required.	C	CD	See (3) above	Yes
Hazards and Hazardous Materials					
69-19	3B.8-1a: Transport, Store, and Handle Construction-Related Hazardous Materials in Compliance with Relevant Regulations and Guidelines.	G, C	CD	See (3) above	Yes
69-20	3B.8-1b: Prepare and Implement a Hazardous Materials Management Plan.	G, C	CD	See (3) above	Yes
69-21	3B.8-5a: Conduct Phase 1 Environmental Site Assessment for Selected Alignment.	G, C	CD	See (3) above	Yes
69-22	3B.8-5b: Develop and Implement a Remediation Plan.	G, C	CD	See (3) above	Yes
69-23	3B.8-7a: Keep Construction Area Clear of Combustible Materials.	G, C	CD	See (3) above	Yes

69-24	3B.8-7b: Provide Accessible Fire Suppression Equipment.	G, C	CD	See (3) above	Yes
Hydrology and Water Quality					
69-25	3B.9-1a: Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs.	G, C	CD CVRWQB	See (3) above	Yes
69-26	3B.9-1b: Properly Dispose of Hydrostatic Test Water and Construction Dewatering in Accordance with the Central Valley Regional Water Quality Control Board.	G, C	CD CVRWQB	See (3) above	Yes
69-27	3B.9-3a: Prepare and Implement Drainage Plan(s) for Structural Facilities.	G, C	CD CVRWQB	See (3) above	Yes
69-28	3B.9-3b: Ensure the Provision of Sufficient Outlet Protection and On-site Containment.	G, C	CD CVRWQB	See (3) above	Yes
Noise					
69-29	3B.11-1a: Limit Construction Hours.	C	CD	See (3) above	Yes
69-30	3B.11-1b: Minimize Noise from Construction Equipment and Staging.	C	CD	See (3) above	Yes
69-31	3B.11-1c: Maximize the Use of Noise Barriers.	G, C	CD	See (3) above	Yes
69-32	3B.11-1d: Prohibit Non-Essential Noise Sources During Construction.	G, C	CD	See (3) above	Yes
69-33	3B.11-1e: Monitor Construction Noise and Provide a Mechanism for Filing Noise Complaints.	G, C	CD	See (3) above	Yes
69-34	3B.11-3: Implement Operational Noise Minimization Measures.	engineering plans	CD	See (3) above	Yes
Parks and Recreation					
69-35	3B.12-1: Provide for Continued Recreational Access as Identified in Mitigation Measure 3.14-1a.	G, C	CD	See (3) above	Yes
Traffic and Transportation					
69-36	3B.15-1a: Prepare Traffic Control Plan.	G, C	CD	See (3) above	Yes
69-37	3B.15-1b: Assess Pre-Off-site Water Facilities Roadway Conditions.	G, C	CD	See (3) above	Yes
Utilities and Service Systems					
69-38	3B.16-3a: Minimize Utility Conflicts by Implementing an Underground Services Alert.	G, C	CD	See (3) above	Yes
69-39	3B.16-3b: Coordinate with Utility Providers and Implement Appropriate Installation Methods to Minimize Potential Utility Service Disruptions.		CD	See (3) above	Yes
Groundwater					
69-40	3B.17-1a: Implement Construction Dewatering Best Management Practices.	G, C	CD CDFW or CVRWQB	See (3) above	Yes

69-41	3B.17-1b: Implement a Dewatering Discharge Monitoring Program.	G, C	CD CDFW or CVRWQB	See (3) above	Yes
Water Supply					
69-42	3A.18-1: Submit Proof of Surface Water Supply Availability.	M, B	CD, PW	See (3) above	Yes
69-43	3A.18-2a: Submit Proof of Adequate Off-Site Water Conveyance Facilities and Implement Off-Site Infrastructure Service System or Ensure That Adequate Financing Is Secured.	M, B	CD, PW	See (3) above	Yes
MISCELLANEOUS					
70.	The Owner/Applicant acknowledges that the State adopted amendments to Section 65850 of the California Government Code (specifically Section 65850(g)), effective January 1, 2018, to allow for the implementation of inclusionary housing requirements in residential rental units, upon adoption of an ordinance by the City. Under the First Amended and Restated Tier 1 Development Agreement, the City vested the Owner/Applicant's rights in the affordable housing provisions contained in the City's then-existing Housing Element and Municipal Code until January 1, 2020. In the event the City amends its Inclusionary Housing Ordinance after January 1, 2020 with respect to rental housing pursuant to Section 65850(g), the Project shall be subject to such amendments should any residential rental project be proposed within the Project.	OG	CD	The owner/applicant has acknowledged that they are currently subject to the inclusionary housing requirements in residential rental units and further acknowledged that they will be subject to any amendments to the FMC-Housing Element at such time amendments are made after January 1, 2020.	Yes



Folsom City Council Staff Report



MEETING DATE:	10/25/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10940 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39
FROM:	Human Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Human Resources Director recommends that the City Council pass and adopt Resolution No. 10940 – A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39.

BACKGROUND / ISSUE

The existing Memorandum of Understanding (MOU) between the City of Folsom and the International Union of Operating Engineers, Local 39 expired on June 30, 2022. The parties began negotiations on a new MOU on March 24, 2022, and reached a tentative agreement on August 11, 2022. Local 39 ratified the tentative agreement on September 22, 2022. The new proposed successor MOU is being presented to the City Council on October 25, 2022, for consideration and approval.

POLICY / RULE

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

ANALYSIS and FINANCIAL IMPACT

A tentative agreement was reached by the parties and the proposed successor Memorandum of Understanding, which will be effective July 1, 2022, contains the following changes that have some economic impact, as outlined below. The changed provisions are as follows:

1. The MOU term will be for three (3) years: July 1, 2022, through June 30, 2025.
2. All job classifications shall have one salary range. This new range will consist of nine steps, with approximately 3% between steps.
 - Employee step assignment in the new range shall be equal to the salary the employee is assigned as of June 30, 2022. The cost for the adjustment to the salary ranges will be approximately \$384,827 in the first year in salary and benefit costs.
3. A cost-of-living adjustment (COLA) is provided for each year of the agreement:
 - Year 1: Effective July 1, 2022
 - 3% for all classifications
 - The cost for the first year of the COLA will increase salary and benefits approximately \$663,240.
 - Year 2: Effective July 1, 2023
 - 3% for all classifications
 - The cost for the second year of the COLA will increase salary and benefits approximately \$685,908.
 - Year 3: Effective July 1, 2024
 - 3% for all classifications
 - The cost for the third year of the COLA will increase salary and benefits approximately \$706,485.
4. Effective July 1, 2022, the following classifications shall be increased by 5%:
 - Mechanic I/II/Senior
 - Lead Plant Mechanic
 - Refuse Driver
 - Maintenance Worker I/II/Senior
 - Maintenance Specialist
 - Traffic Control & Lighting Technician I/II
 - Senior Traffic Signal Technician
 - Lead Senior Mechanic (Combined Shifts)
 - Electrical Instrument Technician

The cost of the special salary increase will be approximately \$370,768 in the first year in salary and benefits.
5. Recruitment and Retention Pay
 - Employees with ten (10) or more years of continuous City service shall be eligible to receive 2 ½% of base salary.

6. Uniform Allowance
 - The City will increase uniform allowance per employee to \$350.00 per year (currently at \$300.00 per year) for purchase of work uniforms.
 - The City will increase work boot allowance per employee to \$325.00 per year (currently at \$300.00 per year) for purchase of work boots.
7. Deferred Compensation
 - The City will match up to a maximum of \$100.00 per month for employees participating in the City's deferred compensation program (currently no City match).
8. Life Insurance
 - The City will increase Life Insurance and Accidental Death and Dismemberment coverage for employees to \$60,000 per year (currently at \$40,000 per year).
9. A variety of non-economic and clarification language changes were also agreed upon.

ATTACHMENTS

1. Resolution No.10940 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39.
2. Proposed Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39 for the term of July 1, 2022, through June 30, 2025.

Submitted,

Allison Garcia
Human Resources Director

Attachment 1

RESOLUTION NO. 10940

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM
AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39**

RESOLUTION NO. 10940

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39

WHEREAS, the City of Folsom and the International Union of Operating Engineers, Local 39 have met and conferred in good faith since March 24, 2022; and

WHEREAS, the parties reached a tentative agreement on August 11th, 2022; and

WHEREAS, the members of the International Union of Operating Engineers, Local 39 ratified the tentative agreement on September 22nd, 2022; and

WHEREAS, the City Manager and the City’s negotiation team recommend the City Council adopt the tentative agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM, that the City Council adopts the tentative agreement between the City of Folsom and the International Union of Operating Engineers, Local 39 for the period of July 1, 2022, to June 30, 2025; and

BE IT FURTHER RESOLVED, that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39.

PASSED AND ADOPTED on this 25th day of October 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

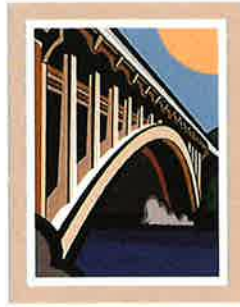
Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39, FOR THE TERM OF JULY 1, 2022, THROUGH JUNE 30, 2025.



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOLSOM

AND

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 39

~~September 1, 2019 – June 30, 2022~~ July 1, 2022 – June 30, 2025

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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "the agreement," entered into by the City of Folsom, hereinafter referred to as "the City," or "the employer," pursuant to Section 3500 et, seq. of the Government Code of the State of California and the International Union of Operating Engineers - Stationary Engineers Local 39, AFL-CIO, hereinafter referred to as "Local 39," has as its purpose the promotion of harmonious labor relations between the City and Local 39; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this agreement supersedes and replaces all prior agreements between the City and Local 39 covering the matters contained herein. Where ordinances and policies conflict with this Memorandum of Understanding, the Memorandum of Understanding shall prevail.

The term "Agreement" or "Memorandum of Understanding" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

Article I. RECOGNITION AND COVERAGE

1. Recognition

The International Union of Operating Engineers, Stationary Local 39 is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Rules for all employees in the Miscellaneous Bargaining Unit (unit). Appendix "A" is a list of all job classifications in this bargaining unit.

2. Total Agreement

This Memorandum of Understanding (MOU) constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Therefore, except as provided herein, the City and Local 39, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other should not be obligated to meet and confer with respect to any subject or matter whether or not referred to or covered in this agreement.

3. Severability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Article II. EQUAL EMPLOYMENT

1. Equal Employment

It is the policy of the City of Folsom to create an environment, in which all people, regardless of race, creed, color, national origin, age, sex, handicap, or political or religious affiliation, may live, work, enjoy leisure, learn and prosper in harmony with all other persons of the community.

The City recognizes the need to ensure the achievement of equal employment opportunity as a means of reinforcing the principles of a merit system of employment, whereby employment decisions are made equally of all persons on the basis of open competition and advancement according to relative ability.

The City agrees as follows:

- In establishing qualifications for employment in the classified service, no provision or requirement shall be adopted which would be discriminatory on the basis of race, creed, color, national origin, age, sex, handicap or political or religious affiliation (Protected Characteristics), except where a bona fide occupational qualification exists.
- No questions in any examination, application form, or other personnel proceeding, shall be so framed as to elicit information concerning protected characteristics from an applicant, eligible candidates, or employee.
- No appointment to, or removal from, a position in the classified service shall be affected in any manner by the person's protected characteristics; and further that it shall be the responsibility of all employees to abide by and carry out these provisions.

2. Discriminatory Prohibitions

It is prohibited for the City to refuse to hire, train or promote any employee or applicant, or to discipline or dismiss an employee without just cause on the basis of such person's race, color, creed, national origin, age, sex, marital status, religious beliefs, or disability; except where the doctrine of business necessity or a bona fide occupational qualification can reasonably be established.

It shall further be prohibited for any employee, contractor, or other agent of the City to engage in all forms of discriminatory conduct, including the following:

A. Race, Color, Creed and Religion

Making statements, jokes or acts regarding a particular race, color, ancestry, or religion that are regarded as offensive, prejudicial or harassing.

B. Sex/Sexual Harassment/Marital Status

Intimidating or interfering with an employee's work or work environment through unwelcome, offensive or harassing sexual comments, questions or acts (implicitly or explicitly), including prejudicial statements or acts regarding pregnancy or marital status.

Article III. MANAGEMENT RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters, which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.
2. To determine the existence of facts, which are the basis of management decisions.
3. To determine the necessity for, and organization of, any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To lay off employees from duties because of lack of work or funds or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in City facilities and operations.
18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.
20. To take any and all necessary action to carry out the mission of the City in emergencies.

Article IV. NO STRIKE OR LOCKOUT

1. No Strike

IUOE agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that IUOE, Local 39 members participate in such activities in violation of this provision, IUOE, Local 39 shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

2. Lockout

No lockout of employees shall be instituted by the City during the term of this MOU.

Article V. UNION RIGHTS

1. Payroll Deductions

In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues and assessments; and (2) the insurance premiums for City and Union plans.

2. Bulletin Boards

The Union shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established. Local 39 may request permission from the City to install "Local 39 exclusive" bulletin boards. If such a request is granted, the Union shall pay for the cost of the bulletin board and its installation.

3. List of Employees

On a monthly basis the City shall provide IUOE with a list of city employees except safety, management, confidential, and middle management employees by class, name, hourly wage, step placement, anniversary date, employment status (permanent, full-time, part-time, or temporary), and IUOE membership status. The City agrees to notify IUOE whenever a class is created, deleted, or modified.

4. Notice

The City agrees to give reasonable notice to IUOE of any change directly relating to wages, hours, and working conditions and to provide the IUOE the opportunity to meet and confer over the impact of such changes prior to their implementation.

Article VI. COMPENSATION

1. Salary Increases

- A. Effective ~~the first full pay period after July 1, 2022, City Council approval of this MOU,~~ all employees shall receive a salary increase of ~~2.53~~%.
- B. Effective the first full pay period in July 202~~03~~, all employees shall receive a salary increase of ~~32.5~~%.
- C. Effective the first full pay period in July 202~~14~~, all employees shall receive a salary increase of ~~32.25~~%.

2. Salary Ranges

- A. Effective July 1, 2022, all job classifications shall have one salary range. Salary Range A and B shall no longer exist. Effective the first full pay period after City Council approval of the MOU, each job classification will have one salary range of thirteen (13) steps. Salary Range A shall be eliminated and Salary Range B will be reduced from seventeen (17) to thirteen (13) steps. The range between step 1 and step 2 shall be approximately 5%. The range between each step 2 through step 13 shall be approximately 2.5%.
- B. Effective July 1, 2022, Appendix D, shows the new nine-step salary ranges for each job classification. Salary range steps shall be approximately 3% between steps. The range and steps include any salary increase received pursuant to Article VI, Section 1.
- C. Employees will be moved to the new salary range step that is closest to their current salary (salary as of June 30, 2022) without being lower.

~~After first adding the 2.5% salary increase (Article VI, Section 1.A), step 1 of the new thirteen (13) step salary range is the same as step 4 of the old Salary Range B, and step 2 of the new salary range is the same as step 6 of the old Salary Range B. In addition, the new step 12 and the top step 13 of the new salary range are identical to the top two steps on the old Salary Range A (plus the 2.5% salary increase contained in Article VI, Section 1.A). Appendix D, attached, is illustrative.~~

~~Employees will be moved to the new salary range step that is closest to their salary without being lower as of the first full pay period after City Council approval of the MOU (including the 2.5% salary increase contained in Article VI, Section 1.A).~~

Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom Personnel Rules and Regulations, and the MOU shall apply. Anniversary dates shall remain the same.

3. Salary Range Adjustments

- A. Effective July 1, 2022, the salary ranges for the following classifications shall be increased by 5%:
- a. Mechanic I/II/Senior
 - b. Lead Plant Mechanic
 - c. Refuse Driver
 - d. Maintenance Worker I/II/Senior
 - e. Maintenance Specialist
 - f. Traffic Control & Lighting Technician I/II
 - g. Senior Traffic Signal Technician
 - h. Lead Senior Mechanic (Combined Shifts)
 - a.i. Electrical & Instrument Technician

3.4. Longevity Pay

- A. Subject to subsection B below, employees in the IUOE bargaining unit shall be eligible to receive Longevity Pay beginning with ten (10) or more years of City service. ~~Longevity Pay is contingent upon the fact that the eligible employee has received an overall satisfactory or above rating in his/her last annual performance evaluation.~~ The Longevity Pay formula is based on 2 ½% increments and is as follows:
- 2½% after ten (10) years of City service;
 - an additional 2½% for a total of 5% after fifteen (15) years of City service;
 - an additional 2½% for a total of 7½% after twenty (20) years of City service.
- B. Employees hired after July 1, 2010, shall not be eligible to receive Longevity Pay.

4.5. Recruitment and Retention Pay

- A. Subject to subsection B. below, employees in the IUOE bargaining unit shall be eligible to receive Recruitment and Retention Pay beginning with ten (10) or more years of continuous City service.
- B. Recruitment and Retention Pay shall be 2 ½% of the employee's base salary.
- C. Employees receiving Longevity Pay (Article VI, Section 4) shall not be eligible to receive Recruitment and Retention Pay.

All special pay in this Section (Article VI, Section 5) shall be deemed Longevity Pay and reported to CalPERS as special compensation pursuant to C.C.R. Section 571.

5.6. Standby Duty

When the City places an employee on Standby Duty, the City agrees to assign twelve (12) hours of Standby Duty per week; except that when one of the following holidays occur during the period of Standby Duty the City will assign fifteen (15) hours of standby: Christmas Day, New Year's Day, Thanksgiving, and July 4th. Standby Duty shall be assigned on a rotating basis. Compensation for Standby Duty shall be at one and one-half times the employee's hourly rate of pay.

- A. Standby duty requires the employee so assigned:
- i. To be ready to respond immediately to calls for service;
 - ii. To be reachable by telephone/pager;
 - iii. To remain within a reasonable distance of the work location; and;
 - iv. To refrain from activities which might impair their ability to perform assigned duties.

6.7. Monitoring Pay

When a department head or designee requires an employee to monitor a City operation from the employee's residence during non-work hours, the employee will receive 1.5 hours of overtime for each 8 hour assignment period, or portion thereof.

7.8. GIS Stipend

An employee receiving the \$150 per month GIS Stipend as of June 30, 2019, shall continue to receive the stipend until the employee leaves his/her current job classification. No additional employees shall be paid the GIS Stipend.

8.9. Special Skill Certification/License Pay and Education Incentive Pay

A. Special Skill Certification/License Pay

- i. Additional salary may be paid to miscellaneous employees for special skill certification(s)/licenses. To qualify for additional salary, such certification(s) shall meet the following criteria:
 - a. Certification/license is for duties required by the City and approved by the employee's department head and the City Human Resources Department.
 - b. Certification/license is for duties not specified in the employee's job classification.
 - c. Certification/license must be renewable.
 - d. Certification/license duties that are not already identified for additional compensation in the current Memorandum of Understanding between IUOE and the City.
- ii. Recognized certifications/licenses and assigned salary differentials are listed on Appendix "B".
- iii. Maximum Special Skill Certification/License Pay shall not exceed \$3,600 per year (\$300 per month) in combination with Educational Incentive Pay.
- iv. Employees with Special Skill Certification/License Pay, except for select classifications in Environmental and Water Resources (EWR), as outlined in subparagraph v. below, will have their percent incentive converted to the dollar amount value as of June 30, 2019. This dollar amount will be frozen as of June 30, 2019, and will not increase with future increases to base pay. New certifications may be added with an associated pay increase per Appendix "B" only if the total incentive amount falls below the \$3,600 annual cap (\$300 per month). Any additional pay is subject to the \$300 per month total cap for the combination of Special Skill/Certification License Pay and Education Incentive Pay.

- v. EWR employees in the following classifications are limited to certification/license pay as outlined in Appendix "B." Classification descriptions will be revised to reflect the requirements of a Class B drivers' license and Herbicide & Pesticide Applicator's Certificate per the list below. Select salary range adjustments will be made as indicated. These adjustments are designed to address market pay inequities and additional certification requirements. Employees will move to the step in the new range closest to but not lower than their existing pay as outlined in Article VI, Section ~~12E(i)~~15. The effective date of change will be the first pay period following City Council approval of the MOU.

EWR Classifications:	Current Range	New Range	Range Increase (Max Step)	Advanced State Cert Required	Class B License Required	Pesticide Applicator Cert Required
Water Management Coordinator	M58	M60	5.0%			
Senior Water Utility Worker	M55	M58	7.6%	D4	Yes	
Water Treatment Plant Chief Operator	M55	M58	7.6%	T4	Yes	
Water Distribution Chief Operator	M55	M58	7.6%	D4	Yes	
Sr. Wastewater Collection Technician	M55	M58	7.6%	G3	Yes	
Water Treatment Plant Operator III	M51	M55	10.2%	T3	Yes	Yes
Water Utility Worker III	M51	M55	10.2%	D3	Yes	Yes
Water Distribution Operator III	M51	M55	10.2%	D3	Yes	Yes
Wasterwater Collection Technician III	M51	M55	10.2%	G3	Yes	Yes
Water Quality Technician	M51	M55	10.2%	D3	Yes	Yes
Water Utility Worker II	M47	M51	10.3%	D2	Yes	Yes
Water Treatment Plant Operator II	M47	M51	10.3%	T2	Yes	Yes
Water Distribution Operator II	M47	M51	10.3%	D2	Yes	Yes
Wastewater Collection Technician II	M47	M51	10.3%	G2	Yes	Yes
Water Management Specialist	M43	M49	15.8%	D1 & CLIA		Yes
Water Utility Worker I	M45	M45	0.0%	D1	Yes	Yes
Water Treatment Plant Operator I	M45	M45	0.0%	T1	Yes	Yes
Water Distribution Operator I	M45	M45	0.0%	D1	Yes	Yes
Wasterwater Collection Technician I	M45	M45	0.0%	G1	Yes	Yes

- vi. In addition to EWR classifications listed in Section ~~79A~~(v) above, the following classifications will have the requirements of Class B drivers' license and Herbicide & Pesticide Applicator's Certificate added to their classification descriptions. Employees' existing certification pay will be frozen as outlined in Section ~~79A~~(iv).

- Maintenance Specialist
- Sr. Maintenance Specialist
- Maintenance Worker I/II

- Sr. Maintenance Worker

B. Education Incentive Pay

- i. For employees hired before July 1, 2019, except for select classifications listed in Section 7A9A(v) above, educational incentive pay is frozen at the dollar amount paid effective June 30, 2019. No increase in this dollar amount occurs unless this amount is less than the amount listed in subparagraph ii. below, at which point the amount is adjusted to the higher level.
- ii. For employees hired on July 1, 2019, or later, education incentive pay is limited to job related degrees not required in their classification description and approved by the employee's department head and the City's Human Resources Director. The incentives listed below are non-cumulative and paid at the highest rate.
 - Associate's degree: \$150.00/month
 - Bachelor's degree: \$250.00/month
 - Master's degree: \$250.00/month
 - Bachelor's/Master's (*in unrelated field*): \$150.00/month
- iii. Payment of education incentive will begin effective the first pay period after the employee provides the Human Resources Department with the appropriate documentation, which includes a copy of transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Department of his/her eligibility for education incentive and to provide the appropriate documentation.
- iv. Employees who qualify for the education incentive and who received City paid tuition reimbursement will not receive education incentive pay until they have reimbursed the City for the cost of the tuition reimbursement. Once payment is made in full for tuition reimbursement, the education incentive will start and be paid directly to the employee. Reimbursing the City will consist of delaying the incentive pay until an amount equivalent to the tuition reimbursement has been withheld. For example, if any employee qualified for \$100 per month in educational incentive payment, but had received \$1,000 in tuition reimbursement, the employee's educational incentive payment would be delayed 10 months from the educational incentive effective date.

C. Compensation

With the exception of employees with incentive pay frozen at a set dollar amount as of June 30, 2019, no employee who qualifies for both Special Skill Certification/License Pay and/or Education Incentive Pay shall receive additional salary of more than \$300 per month.

D. Dispute Resolution

Disagreements over the application of this section shall be submitted to the City Human Resources Department for resolution. This section shall not be subject to the

Grievance/Arbitration provisions of this Agreement.

9.10. Callback

- A. When an employee is called back to work after he/she has completed an assigned shift and left the work site, the employee shall receive a minimum of three (3) hours of call-back pay at one and one-half times employee's base hourly rate of pay.
- B. Time worked, for which the employee is entitled to compensation, shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

10.11. Overtime and Holiday Work

- A. Employees may be required to work overtime when a department head or designee determines it to be in the best interest of the City. Employees will be compensated only for overtime ordered or authorized by designated supervisory personnel.
- B. Overtime will be paid in excess of an employee's normally scheduled work shift.
- C. The overtime rate of pay shall be either one and one-half (1½) times the base hourly rate of salary with respect to cash payment; or one and one-half (1½) hours for each hour worked with respect to compensatory time off (CTO). Overtime shall be compensable in increments of fifteen (15) minutes. Subject to subparagraph D below, overtime shall be paid in cash, unless payment in the form of CTO is requested by the employee. Such requests are subject to the approval of the employee's department head or designee.

~~D. For employees of the Solid Waste Division only: Notwithstanding Section 9E below, any permanent full time or permanent part-time employee who is required to work overtime shall be paid at one and one-half the employee's base hourly rate. An employee may select Compensating Time Off (CTO) in lieu of overtime pay. CTO may be accrued in lieu of overtime pay up to a maximum of eighty (80) hours. However, any request to accrue CTO above 40 hours shall require prior Department approval. Employees shall take CTO off in a manner consistent with Annual Leave.~~

E.D. CTO may be accrued in lieu of overtime pay in accordance with the schedule below. Employees may request to take CTO off at the convenience of the City and upon approval of the employee's department head or designee.

Zero to five years of City employment	80 hours
Five years to ten years of City employment	120 hours
After ten years of City employment	160 hours

E. Any permanent full time or permanent part-time employee who is required to work on any City observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their rate of pay plus time and one-half the employee's base

hourly rate (for the actual number of hours worked on the holiday). The choice of which shall be made by the employee with the department head's approval in advance of such work. Employees who opt to take the equivalent time off shall be entitled to take such equivalent time off in conjunction with regular days off.

12. Payment for Scheduled Hours

Scheduled hours of standby duty and scheduled hours of overtime will be compensated in the pay period it is worked. Any overpayment of standby duty and/or scheduled overtime will be immediately corrected the following pay period, or as soon as possible, by payroll deduction. It will be the responsibility of the department and employee to track and audit hours appropriately. Unscheduled overtime may be paid in the following pay period to facilitate the processing of payroll.

11.13. Compensation During Work Disability

- A. Employees may be eligible for compensation for work related injuries pursuant to the circumstances, terms, and conditions prescribed under State Workers' Compensation Law.
- B. The City, or its insurance carrier, may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not a part of the employee's work-related duties.

12.14. Compensation Upon Service Separation

Probationary employees in the classified service who separate from city service shall be entitled to payment for accrued annual leave and holiday hours earned on a pro-rata basis up to the date of separation.

Regular full-time employees in the classified service, regardless of service length, shall be entitled to payment for annual leave, holiday and compensatory time up to their date of separation. Payment shall be made on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

13.15. Salary on Status Changes

- A. Promotion: An employee who is promoted to a position in a classification with a higher salary range shall be placed in the step in the new higher range which is **at least equal to an advancement of no less than 5% full step** over the step held in the former range in the basic salary schedule. An employee thus promoted is therefore assigned a new salary anniversary date effective of the date of promotion.

An employee who is promoted to a higher class effective within thirty (30) calendar days of a step increase within the lower class range shall be eligible first to receive the within range increase and then the higher step as provided in this section, providing that the employee's performance was satisfactory for salary advancement

in the lower class and that the higher class is reasonably within the career path of the lower class which shall be determined by the City Manager.

- B. Demotion: Employees may only be demoted for purposes of employee discipline or layoff. An employee who is demoted to a position in a class with a lower salary range shall be reduced in salary to the step in the lower-class salary range as follows:
- i. Disciplinary demotions may be assigned to any salary step in the lower-class range which is at least one (1) step less than that received in the class from which demoted. A new anniversary date shall be established on the effective date of the demotion.
- C. Transfer: An employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.
- D. Reinstatement/Reemployment: An employee who is reinstated or reemployed in a position previously occupied pursuant to the City's Personnel Rules and Regulations shall receive not more than the step in the salary range received prior to separation, and a new anniversary date shall be assigned based on the reinstatement or reemployment date.
- E. Range Assignment Change
- i. Whenever a class is reassigned to either a higher or lower salary range by the City Council, the salary of each incumbent in such class on the effective date of the reassignment shall be adjusted accordingly. If the position is reassigned or reclassified to a higher range, and the incumbent is appointed to the position, the incumbent's salary shall be the step in the new range that is closest to their current salary without being lower and the same anniversary date shall be retained. If the position is reassigned to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.
 - ii. When a salary range reassignment becomes effective within thirty (30) calendar days of an employee's salary anniversary date, the employee shall first receive the within range step increase and then receive the corresponding step adjustment, provided that the employee's performance was satisfactory for salary advancement upon eligibility for step increases.
- F. Compensation Upon Reclassification: The salary of an employee in a position that is reclassified shall be determined as follows:

- i. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate shall apply to a change of class title.
- ii. If the position is reclassified to a class with a higher salary range, and the incumbent is appointed to the position, the incumbent's salary shall be the step in the new range that is closest to their current salary without being lower as of the date upon which the reclassification becomes effective. The employee shall receive a new anniversary date upon reclassification in this manner.
- iii. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. If the employee's salary is greater than the maximum step of the lower salary range, the employee's salary shall be "Y" rated until such time as any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change and shall not require a new probationary period.

G. Compensation for Working in A Higher Classification (Acting Pay)

- i. On occasion an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

In order to receive adjusted compensation for working in a higher classification the employee must be assigned in writing by the department head, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days).

Compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

- ii. Work periods in higher-class assignments shall not apply toward seniority or time-in-class consideration for promotional or layoff purposes as regard the higher class.
- iii. If an employee and his/her department head agree that the employee be assigned on a temporary basis for training purposes, no compensation will be due the temporarily assigned employee. In no case shall such training be for more than thirty (30) calendar days. After two (2) weeks a progress report will be given to the employee in order to evaluate the employee's success in the training program.

14.16. Uniform Allowance

A. Effective the first full pay period starting July 2023, payment of the annual uniform and boot allowance shall be made on or about July 20.

A.B. When the City requires employees to wear uniforms, the City agrees to provide employees with an annual uniform allowance of \$~~300~~50.00.

B.C. When the City requires employees to wear work boots, the City will provide employees with an annual boot allowance of \$~~300~~25.00.

C.D. Nothing in this section shall prohibit the City from providing uniforms and/or work boots for employees at City expense.

D.E. This section shall be administered pursuant to procedures established by the City Human Resources Department.

15.17. Mechanics Tool Allowance

Permanent City employees in the class of Mechanic shall receive an annual tool allowance of \$1,000. The purpose of this tool allowance is to reimburse Mechanics for expenses incurred in the purchase, upgrade and maintenance of personal hand tools.

- A. Each Mechanic shall maintain a set of adequate and appropriate hand tools to be used in the performance of his/her duties as a Mechanic with the City. Such tools are and shall remain the property of each Mechanic.
 - i. At least once each year, each Mechanic shall submit an inventory of personal hand tools (Tool List) to the City. The Tool List shall identify all hand tools used by the employee in the performance of his/her duties as a Mechanic with the City.
 - ii. When a Mechanic purchases new hand tools, it is the responsibility of the Mechanic to update his/her Tool List and submit it to the City.
 - iii. The parties agree to form a joint labor-management committee to advise the City on tools to be purchased and maintained by mechanics and tools to be purchased and maintained by the City.
- B. Damaged individual tools not covered by manufacturer's warranty will be reimbursed by the City up to \$300 per fiscal year per Mechanic; provided, however, that the Tool List for the Mechanic requesting reimbursement describes in sufficient detail each tool for which reimbursement is claimed.
- C. Mechanics may submit claims for the replacement of tools lost due to a catastrophic event such as fire or flood, or for the theft of their entire toolbox, pursuant to Article XIV, Section 32.

- D. The annual tool allowance shall be paid at the same time that Uniform Allowance is paid.

16.18. Reimbursement for Use of Personal Vehicle

When the City requires an employee to use his/her personal vehicle on City business, the employee shall be reimbursed at the Internal Revenue Service (IRS) rate.

17.19. Cell Phone

A department head, with City Manager approval, may approve the issuance of a city cell phone or may authorize the use of the employee's personal cell phone for work purposes. If an employee opts to use his/her personal phone for work purposes the City will provide employee with a monthly cell phone stipend of \$50.00. The monthly stipend shall cover expenses, charges, maintenance and replacement of the employee's phone including damage, loss, theft or other operational issues affecting the phone during private use or during the course and scope of employment. If an employee opts to use his/her personal cell phone, employee will provide the cellular phone record of business calls during work hours upon request of the City.

18.20. Night Shift Differential

The City agrees to meet and confer with the Union at such time that a second shift is added to the Sewer, Water, Fleet, or Streets Divisions. The goal is to implement a night shift differential with terms acceptable to both IUOE and the City.

19.21. Bi-Lingual Pay

The parties agree during the term of this Agreement to set up a process whereby employees may track the use of bilingual skills, and to meet and confer if the use of bilingual skills become a regular (defined as daily use) part of the employee's duties and responsibilities.

22. Classification Survey

- A. The City agrees to conduct a classification survey of benchmark classes represented by IUOE. The classification survey shall be concluded not later than 180 days prior to the expiration of this MOU. The parties agree to meet to determine benchmark classes to be surveyed.
- B. The purpose of the classification survey is to identify the duties and responsibilities of each benchmark classification, and the skills, abilities, education and experience necessary to perform the job. The parties intend to address the need for a Street Maintenance Worker classification series and the corresponding job descriptions as part of this classification study.

20.23. Market Survey

- A. The city agrees to conduct a market survey of benchmark classes as determined by IUOE, Local 39, and the City of Folsom in Article VI, Section 22, Item A above. The market survey shall be concluded not later than 120 days prior to the expiration of this MOU.
- B. The purpose of the market survey is to determine the relationship of the total compensation for employees in the job classifications identified in Article VI, Section 22, Item A above when compared to comparable job classifications in the following agencies: City of Vacaville, City of Fairfield, City of Rocklin, City of Roseville, City of Sacramento, City of West Sacramento, and County of Sacramento.
- C. Compensation, for purposes of this survey, shall constitute the following elements:
- a. Monthly base salary (top step in the salary range)
 - b. Maximum monthly contribution to health insurance (medical, dental, and vision)
 - c. Uniform Allowance, broken into monthly equivalents.
 - d. Employer monthly payment of employee share of retirement.
 - e. Maximum Education Incentive Pay, broken into monthly equivalents.
 - a-f. Any significant special pays, broken into monthly equivalents.
- D. Items e & f in Section 23, Subsection C above are for informational purposes only, not to be used in the calculation of total compensation. Survey results will identify the mean (average) and relative ranking of the base salary and total compensation, by classification, comparing the City of Folsom to those agencies identified in Article VI, Section 23, Item B above. The parties agree to meet and confer over survey results.

24. Deferred Compensation

For employees participating in the City's deferred compensation program, the City agrees to make a matching contribution up to a maximum of \$100.00 per month.

Article VII. RETIREMENT

1. Public Employees Retirement System (PERS)

A. Retirement Formula

- i. All miscellaneous employees hired prior to June 30, 2010, shall receive the retirement benefit of 2.7@55. All miscellaneous employees designated by CalPERS as Classic members hired on or after July 1, 2010, but prior to January 1, 2013, shall receive the

retirement benefit of 2%@55. All employees brought into CalPERS membership for the first time hired on or after January 1, 2013, shall receive the retirement benefit 2%@62 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

- ii. All employees hired prior to June 30, 2010, shall receive the retirement benefit based on the single highest twelve (12) months of compensation. All employees hired on or after July 1, 2010, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

B. Retirement Contributions

- i. All miscellaneous employees shall pay 8% of the employee share of retirement.
- ii. Employees hired under the 2%@62 formula shall pay the employee share of retirement as specified and adjusted by PEPRA.

C. EPMC

Pursuant to Government Code section 20691, the City agrees to include the amount of the City's payment of the employee's final year of compensation for PERS retirement computation purposes.

2. Retirement Optional Settlement 2W Death Benefit (Survivors)

The City agrees to continue to provide the Pre-Retirement Optional Settlement 2W Death Benefit pursuant to Government Code Section 21548.

3. Use of Accrued Leave Time Pending Retirement

- A. With prior approval of the City Manager or designee, employees who have declared their intention to retire from employment with the City of Folsom may use accrued Annual Leave or CTO to extend their retirement date beyond the last day worked.
- B. Notwithstanding any other provision of this Memorandum of Understanding, accrued Annual Leave or CTO used to extend a retirement date shall not result in the accrual of additional leave time.
- C. Requests to extend a retirement date pursuant to this section shall be submitted to the City Human Resources Department. This provision shall be administered pursuant to procedures established by the City Human Resources Department.

4. Retiree Health Insurance

- A. Employees hired on or prior to May 8, 2007, who retire¹ from City service may participate in City health insurance plans made available by the City for active employees until age 65. At age 65, retirees are required to when they move to a Medicare Advantage Plan per Article VII, sSection 4.A.ii.b. to continue participation in the retiree health insurance program. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.
- i. Employees who retire with less than 5 years of service shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
 - ii. Employees who retire with more than 5 years of service² shall qualify for a monthly City retiree health insurance contribution.
 - a. Subject to the maximum set forth in Item A(iii) below, the City retiree health insurance contribution shall be as follows:
 - **Retiree only** – an amount equal to the City's contribution towards active employee health insurance for the category of "employee only."
 - **Retiree and one dependent** – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
 - **Retiree and two or more dependents** – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus two or more" until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus \$100.
 - b. Retirees and their covered family members who are Medicare eligible must move to an offered Medicare Advantage Plan option when they reach Medicare eligibility. These plans require that they enroll and pay for Medicare parts A and B. Retirees are responsible for showing proof of Medicare enrollment as required by the carrier. Medicare eligible retirees will be dropped from the City's non-Medicare plan upon Medicare eligibility and/or charged any additional costs associated for noncompliance by the plan carrier.

¹ "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom hired on or before May 8, 2007. "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

² "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

- iii. Effective January 1, 2012, the City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus two or more until age 55 and employee plus one plus \$100 after age 55 (for retiree plus two or more dependents).
 - a. The January 1, 2012, cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November – November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% [(cost of living increases in the cap shall be rounded to the nearest tenth]).
- B. The City shall contribute \$25 per pay period into the HRA for each probationary/permanent employee hired after May 8, 2007.

5. Retiree Dental and Vision Insurance

Effective September 1, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

6. Out of Area Health Premium Plan

- A. OAHPP shall work in conjunction with the Health Retirement Account (HRA) provided by the City to active employees. Each OAHPP retiree will obtain a participant account.
- B. Only retirees who (a) live outside of the plan area; (b) qualify for Retiree health Coverage pursuant to Article VII, Section 4; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHPP.
- C. Once a retiree opts to participate in OAHPP, the retiree shall thereafter be prohibited from returning to retiree health coverage.
- D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of OAHPP election. Spouses may not be added later. The City's contribution would be used for premiums to obtain health coverage. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The

retiree shall be responsible for administrative costs established by the HRA plan administrator.

- E. Upon the death of, or martial dissolution from, the retiree's spouse on record at the time of election to participate in the OAHPP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAHPP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.
- F. Rules and procedures governing OAHPP shall be determined and administered by the City Human Resources Department. Disputes regarding the OAHPP shall be appealed to the City Manager or designee and shall not be subject to arbitration.
- A.G. As an option to the OAHPP, retirees who qualify for retiree health coverage pursuant to Article VII, Section 4, may elect the Aetna PPO plan during annual enrollment and prior to moving out of state. The retiree must then keep Aetna as their provider until such time as they move back into the regions covered by whoever are the City health providers at the time, and may elect another provider during the next open enrollment. It is understood by both parties that this option is available only in accordance with the rules and procedures of Aetna and only as long as Aetna chooses to be a provider for the City.

Article VIII. INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

1. Health Insurance

- A. Effective March 1, 2011, as demonstrated in the example below, the City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.

Example:

Employee only category: The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the

employee only category would be computed as follows: $\$558.68 - \$507.89 = \$50.79$, $\$50.79 \times 50\% = \23.40 , $\$486.00 + \$23.40 = \$509.40$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$509 per month. If the premium increases by 10% for 2012, or to \$614.55, the City's contribution for 2012 for the employee only category would be computed as follows: $\$614.55 - \$558.68 = \$55.87$, $\$55.87 \times 50\% = \27.93 , $\$509.00 + \$27.93 = \$536.93$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$537 per month.

Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $\$1,117.36 - \$1,015.78 = \$101.58$, $\$101.58 \times 50\% = \50.79 , $\$972.00 + \$50.79 = \$1,022.79$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month. If the premium increases by 10% for 2012, or to \$1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows: $\$1,229.10 - \$1,117.36 = \$111.74$, $\$111.74 \times 50\% = \55.87 , $\$1,023.00 + \$55.87 = \$1,078.87$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,079 per month.

Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for 2011, or to \$1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $\$1,452.57 - \$1,320.00 = \$132.57$, $\$132.57 \times 50\% = \66.29 , $\$1,263 + \$66.29 = \$1,329.29$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,329 per month. If the premium increases by 10% for 2012, or to \$1,597.83, the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows: $\$1,597.83 - \$1,452.57 = \$145.26$, $\$145.26 \times 50\% = \72.63 , $\$1,329 + \$72.63 = \$1,401.63$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,402 per month.

- B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.
- C. Notwithstanding Section 1, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced more than eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.

- D. The City will maintain an IRS 125 Dependent & Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.
- E. Employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for the dental and vision benefits provided to active employees.

2. High Deductible Health Plans

- A. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.
- B. The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select either of the High Deductible Health Benefit Plans.
- C. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article VIII, Section 1 of the MOU and the monthly premium for a High Deductible Health Plan shall be contributed into the employee's HSA. The City shall make this contribution through June 30, 2022, after which this Section shall sunset.
- D. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

3. Health Insurance – Cash Back

- A. Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.
- B. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of \$250 per month for each month the employee does not participate in City health insurance coverage.
- C. Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period.
- D. This section shall be administered pursuant to procedures established by the City Human Resources Department.
- E. Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.
- F. An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

4. Dental Insurance

Dental insurance will be provided by Delta Dental. The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The Plan will provide maximum coverage of \$1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/dependents that choose non-participating dentists shall have a coverage maximum of \$1,500 per year.

5. Vision Insurance

Vision coverage will be provided by Vision Services Plan (VSP). The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The following elements shall provide the basis of VSP coverage:

- A. One eye exam every 12 months;
- B. One set of lenses every 12 months;
- C. \$150 allowance/wholesale basis for frames; and
- D. A co-pay of \$5.00 per visit.

6. Life Insurance

The City agrees to ~~pick-up~~provide 100% of the monthly premium rate for ~~\$40,000~~\$60,000 Life Insurance and Accidental Death and Dismemberment (A D & D) coverage for employees represented by the Local 39, and \$2,000 for each eligible dependent as provided in the plan document.

7. Short Term Disability Insurance

The City agrees to provide a Short-Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of up to 60% of salary for 26 weeks. The maximum payment is subject to plan agreement. The waiting period for initiation of benefits under the plan shall be 12 calendar days. Any change in the Short-Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring with IUOE.

8. Long Term Disability Insurance

The City agrees to provide a long-term disability program for employees in the Miscellaneous Unit as provided in the plan document. The plan shall provide for a maximum benefit of 60% of salary, up to age 65. The maximum payment on this plan is subject to plan agreement. Any change in the Long Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring with IUOE.

9. Domestic Partner

For purposes of insurance coverage, "dependent" shall include a domestic partner who has been certified by the Secretary of State's Office pursuant to Family Code sections 297 et seq.

10. Health Benefits Labor-Management Committee

A. The parties agree to participate in a joint Health Benefits Labor-Management Committee to review existing health benefit programs, including, but not limited to, cost containment, direct contracting for health benefit plans, creation of a health benefits cafeteria plan (Section 125), and creation of an out of area health premium plan. The Health Benefits Labor-Management Committee shall be open to all employee organizations representing City employees. IUEO may select up to two City employees to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

A.B. The parties agree to convene the City-Wide Health Benefits Committee no later than March 31, 2023, to discuss modifying the current healthcare formula.

Article IX. HOURS, HOLIDAYS AND LEAVES**1. General Hours of Work**

The City Manager, upon consultation with affected department heads, shall be responsible for assigning or modifying the work schedules. Unless otherwise prescribed in writing by the City Manager, the workday, work shift, workweek, and work schedule for each position shall be as follows:

- A. Workday for full-time positions shall be eight (8) hours except as otherwise approved by the City Manager.
- B. Work week for full-time positions shall be forty (40) hours except those employees working under an approved flexible schedule (subparagraph 3 and 4 below).
- C. Work schedules for each position shall be as established by the department head that may change such schedules from time to time based on the needs of departmental operations and approval of the City Manager. A department head, with seven (7) days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled workday/shift off in which case the day/shift worked shall not be considered compensable at the overtime rate of pay.

2. Accrued Furlough Leave

Any furlough time earned by employees and still remaining on the books may be used by

employees for time off on an hour for hour basis until the employee has exhausted the bank. Furlough time shall have no cash value and may not be cashed out. If an employee separates from employment with the City, any furlough time remaining in the bank shall be surrendered with no value to the employee.

3. Flexible Schedules

Employees may request to adjust their work schedule up to eight (8) hours within a workweek. For purposes of this section, "workweek" is defined as Sunday through Saturday for forty hours. Schedule adjustments are subject to prior notice and approval of the employee's supervisor and must not adversely impact department operations. Time worked in excess of normally scheduled department hours in a day that is for the express purpose of making up time shall not count towards daily overtime calculation. It is understood that if an employee works less than forty hours in the workweek, their leave balances may be reduced accordingly.

4. 9/80 Work Schedule

- A. A 9/80 work schedule is a schedule where an employee is scheduled to work four nine-hour work shifts for a total of thirty-six hours during one work week, and four nine-hour work shifts and one eight-hour work shift during the following work week.
- B. Implementation of a 9/80 work schedule shall be at the sole discretion of the City Manager. A 9/80 work schedule must not adversely impact the operations of City government, to and including impairment of City services to the public, incurring additional overtime or other costs to City government, proper supervision and training of employees, and the efficient use of City facilities.
- C. Local 39 employees may request in writing to work a 9/80 work schedule on a form provided by the City. The City will respond in writing to the request with an approval or disapproval and explanation within 30 calendar days of the request.
- D. This section may not be grieved beyond the City Manager or designee and is not subject to arbitration.

5. Report to Duty Station

Employees are expected and required to report to their prescribed work location at the designated time work activities are scheduled to commence. Tardiness, unexcused absence and failure to report as described in the City's Personnel Rules and Regulations may be grounds for disciplinary action. In the event an employee cannot report to work at his/her scheduled start time, the employee shall notify the immediate supervisor at least forty-five (45) minutes prior to the start of a shift or not later than fifteen minutes after the start of the day's/shift's work at which time the employee shall give reason for the absence and return date.

6. Unauthorized Absence from Work

Employees who are absent from assigned workstations and schedules for three (3) consecutive workdays, without official leave approval, shall be considered absent without leave. In such cases the department head shall give notice in person or by mail to the absent employee by first class mail to the employee's last known address, notifying the employee to report to work or give good reason why work cannot be resumed by the next workday/shift after receipt of such notice. Should the employee fail to respond by the next workday/shift after notice, or should such notice be returned to the City as undeliverable, such employee shall be deemed to have abandoned his/her position. Conversely, should such employee return to work following an unauthorized absence, the employee may be subject to disciplinary action.

7. Meal Periods

- A. Employees who work an (8) hour workday or more may be allowed an unpaid meal period of not less than 30 minutes nor more than 60 minutes which shall be scheduled by the City as near as possible to the middle of the work shift. Meal periods may be cancelled if there is an emergency or other operating need. When an employee's meal period is cancelled, the cancelled employee's meal period shall be added to the employee's normal workday and the employee shall be paid overtime pursuant to the overtime provisions contained in this Memorandum of Understanding for the cancelled meal period.
- B. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.
- C. All permanent employees required to work a minimum of two hours prior to or after their normal work shift shall be provided an additional overtime meal period or, at the City's discretion, the City shall provide a meal for the employee at the employee's assigned work site. Consistent with this section, additional overtime meal periods or meals shall be provided every four hours thereafter as needed.

8. Rest Periods

- A. Employees shall be allowed rest periods not to exceed fifteen minutes generally in the middle of each four consecutive hours of work. Rest periods may be cancelled by the City if there is an emergency or other operating need.
- B. The City shall determine when the rest period is to be taken. Except with the consent of the City, an employee shall not leave his or her assigned work location.
- C. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes.

9. Emergency Work Hours and Duty Assignments

- A. Many classes of employment in City service are subject to routine or periodic emergency callback work as an inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City Manager. Classes and positions in City service subject to emergency work hours shall be designated by the City Manager.
- B. Employees who occupy positions designated for emergency work hours, including call-back, shall be required to keep the City apprised of a current telephone number where they can be normally reached during off-duty hours, and such employees shall be required to respond to such emergency work calls by the City within a reasonable amount of time, unless the employee is incapacitated or can give other just cause for not responding. Standby requirements shall be consistent with the Fair Labor Standards Act (FLSA).

10. Annual Leave Program

- A. Employees shall receive the following Annual Leave credits:

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 – 5 years	16 hours per month
5 –10 years	18.68 hours per month
10-15 years	21.34 hours per month
15+ years	24 hours per month

- B. Except as specified in Article IX, Section D below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article IX, Section 11, Sick Leave, of this MOU.
- C. Annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to City Personnel Rules; however, total class seniority shall be considered as one (1) of the factors by supervisors in resolving conflicts in scheduling of vacation requests. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article IX, Section 11, Sick Leave, of the MOU.
- D. There shall be an annual leave cap of 320 hours.
 - i. In the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320 hours, the number of hours that exceed 320 hours shall be rolled over into sick leave until the annual leave balance is reduced to the 320-hour cap.
- E. Employees may cash out up to 40 hours of annual leave per fiscal year.
 - i. Annual leave shall be cashed out pursuant to procedures established by the

City's Human Resources Department.

- F. Accrued annual leave shall be cashed out upon separation of employment with the City on an hour for hour basis.

11. Sick Leave

- A. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.
- B. Consistent with PERS law, the City agrees to request that CalPERS amend the City's contract with CalPERS to permit sick leave to be converted to service credit for purposes of retirement (Government Code section 20965).
- C. Accrued sick leave shall not be cashed out.
- D. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

12. Illness/Injury During Vacation Leave

An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than annual leave provided that, immediately upon return to duty, the employee submits to the department head a written request for sick leave accompanied by a signed statement from the employee's attending physician describing the types and dates of such illness/injury.

13. Holidays During Annual Leave, Sick Leave or Disability

Observed holidays occurring during sick leave shall not be counted as a day of annual leave, sick leave, or disability, but shall be regarded as the taking of a holiday.

14. Annual Leave for Immediate Family Care

Classified employees may use their annual leave for the required care of immediate family members who are ill, injured, or have a pregnancy related medical need. The City may predicate the approval of such leave time on physician verification.

15. Funeral Leave

Classified full-time or promotional probationary employees may be granted use of a maximum of 24 hours from their annual leave bank for each such instance to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

16. Bereavement Leave

Classified regular full-time or promotional probationary employees may be granted use of a maximum of 40 hours from their leave time banks to deal with matters related to the death, or critical illness where death appears imminent, of any member of the employee's immediate family for each such instance.

17. Disability Leave

Employee may be granted paid disability leave based on the following circumstances, terms, and conditions. The purpose of providing these programs of paid disability leave is to ensure that regular full-time employees have reasonable and equitable provisions concerning their job and economic security.

- A. If a regular full-time employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to ninety (90) calendar days, commencing upon the third (3rd) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three (3) days, the aforesaid ninety (90) day leave of absence shall commence from the first (1st) day the injured employee leaves work or is hospitalized as a result of the injury.

Employees injured on the job who are absent from work due to such disability for less than three (3) days may utilize accrued annual leave or sick leave during such absence.

- B. Following the initial ninety (90) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments or full salary by supplementing their workers' compensation disability payment by use of accrued leave time on an hour-for-hour basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reached permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.
- C. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head with a copy of the attending physician's report, which shall contain a description of the nature and anticipated duration of the disability and the employee shall keep the department head apprised of the medical condition at intervals prescribed.

18. Fitness for Duty

- A. The City may require an employee to submit to a medical examination by a

physician designated by the City to evaluate the capacity of the employee to perform the work of the employee's position. The cost of such an examination shall be paid by the City.

The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee.

After consideration of the report and other pertinent information, the City will take steps in accordance with State and Federal law regarding disabilities. If the City concludes the employee is unable to perform the work of his/her present position, the City may demote or transfer the employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

An employee terminated pursuant to this section may elect, at the employee's cost, an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties, the employee shall have the right to submit the matter to binding arbitration, pursuant to Article XVII, 4D of this MOU.

After weighing the evidence submitted by both parties, the employee may be reinstated if the arbitrator determines that the employee is fit to perform the duties of his/her former position. Reinstatement shall not require current eligibility on any city employment list. The arbitrator may elect to pay the employee for some or all of the time between the termination date and the date of the arbitrator's award.

- B. This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.
- C. The parties agree to meet during the term of this agreement to review policies and statutes that govern Fitness for Duty and ensure compliance with state law.

19. Maternity Leave

- A. Employees are entitled to the following three types of leave during their pregnancy provided they meet the eligibility requirements for each leave. All of the following leaves may be taken incrementally. Leaves are taken consistent with state or federal law and this section is not intended to expand or reduce benefits provided in those statutes.
 - i. Pregnancy Disability Leave (PDL)
Duration: Up to four months (pro rata for part-time employees).
Eligibility: Requires that an employee be disabled due to pregnancy, childbirth, or related medical conditions. A physician must verify any

pregnancy-related disability.

ii. Family Medical Leave Act (FMLA)

Duration: Up to twelve weeks in a twelve-month period.

Eligibility: Requires 12 months of employment and 1250 hours of service during the 12-month period immediately preceding the commencement of the leave.

iii. California Family Rights Act (CFRA)

Duration: Up to twelve weeks in a twelve-month period.

Eligibility: As provided in state law. CFRA leave can be taken all at once or incrementally for up to one year after the birth of a child in two-week increments.

B. Reasonable Accommodation

An employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she requests such an accommodation and provides the City with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee may request to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties. Such a request shall also be supported by proper medical certification and is contingent on the transfer being reasonably accommodated.

C. Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking pregnancy-related disability leave may supplement her disability payments by integrating her leave balances. Integration of leave balances does not extend the total duration of the leave to which an employee is entitled.

D. Leaves Effect on Benefits

If an employee taking a pregnancy-related disability leave also is eligible for Family and Medical Leave, the employee is entitled to the City's continuation of benefits up to a maximum of twelve (12) weeks in a 12-month period.

E. Other Terms and Conditions of Pregnancy-Related Disability Leaves.

The provisions of the City's "Family Care and Medical Leave" policy regarding the leave's effect on pay, notice requirements and medical certification requirements also apply to all pregnancy-related disability leaves.

F. Return to Work

As a condition of an employee's return to work from pregnancy disability leave, the City may require the employee to obtain a release to return to work from the employee's health care provider. Employees who return to work from pregnancy-related disability leaves shall be reinstated to their former positions.

20. Jury Duty Leave

- A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service.
- B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.
- C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the City Manager.
- D. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in "A" of this section. This payment endorsement is to be forwarded directly to the Finance Director by the employee.

21. Leaves of Absence

- A. Department heads may grant a regular full-time employee a leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the City Manager.
- B. Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular full-time employees upon recommendation of the department head and approval of the City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head with approval by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.
- C. Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty, shall be cause for dismissal and the employee shall automatically waive all rights under these rules. The depositing of a first-class letter of notification to return to duty in the U.S. Postal Service addressed to the employee's last known address shall constitute reasonable notice.
 - i. The granting of any leave of absence without pay or benefits related to employment for any period exceeding one (1) full pay period shall result in

setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.

- D. Temporary Leave Pending Disciplinary Action: Notwithstanding the provisions of the aforementioned sections, upon the recommendation of the department head, the City Manager may approve the temporary assignment of an employee to a status of leave with pay, pending conduct or completion of such investigations or hearing as may be required to determine if disciplinary action is to be taken.

22. Catastrophic Time Donation

The purpose of the catastrophic time bank is to enable employees to receive and donate accrued annual leave, and compensating time off (CTO) credits, to assist employees who have no leave and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of the immediate family as defined in Article VIII. The following conditions shall apply:

- A. Individuals who request donated leave must do so in writing and have proper certification of need on file with Human Resources.
- B. Catastrophic Leave will be available only to employees who are unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days and have exhausted all of their own paid leave through a bona fide serious illness or injury.
- C. The time bank shall be administered by the City.
- D. An employee may be on disability insurance and use the time bank credits in the same manner that annual leave is used to supplement disability insurance benefits.
- E. All donations are to be confidential between the donating employee and the City.
- F. Donations are limited to annual leave and compensatory time. Sick leave may not be donated under this plan. Employees donating to the time bank must have eighty (80) hours of annual leave available after making a donation. Donations are capped at no more than 320 hours total per calendar year to the individual requesting donations. Distribution will be on a payroll-to-payroll basis.
- G. Donations should be a minimum of four (4) hours per each donation form submitted.
- H. Donating employees must sign an authorization form (prepared by the City) and specify the number of hours and type of leave donated to the catastrophic leave bank. These hours are allocated to employees as needed, subject to the cap. Employees who donate leave cannot designate which co-worker should receive the donated hours. Employees relinquish all rights and claims to hours donated.
- I. Hours of donated leave shall be valued at the recipient's regular base wage.

- J. Donations shall be subject to applicable tax laws. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic time donation program.
- K. Availability of catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
- L. The City may require a physician's statement stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

23. Holidays

- A. The following holidays shall be observed by the City with respect to all employees, except shift employees. City offices shall be closed on these days except as otherwise provided by the Department Head.
 - New Year's Day (January 1)
 - Martin Luther King Day
 - President's Day (Washington's Birthday)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - December 24
 - Christmas Day
 - December 31
 - One personal holiday
- B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head with approval of the City Manager.
- D. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken.
- E. Employees shall be entitled to one (1) personal holiday (8 hours) per calendar year.

The personal holiday shall be taken in the same manner and under the same rules as compensating time, except that employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

- F. Maintenance workers in the Solid Waste Division shall accrue 4 hours of compensating time off (CTO) on April 1 of each year.
- G. No holiday pay shall be accrued when an employee has been off work for an unpaid status more than 90 days.

24. Federal and State Family and Medical Leave Acts

The City agrees to comply with the Federal and State Family and Medical Leave Acts.

25. Personal Leave Time

- A. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:
 - i. Use of PLT shall be subject to the operating needs of the City.
 - ii. Use of PLT shall not cause the City to backfill behind an employee using PLT.
 - iii. PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

Article X. TRANSFER AND PROMOTION

1. Transfer

- A. The City reserves the right to transfer employees in accordance with the needs of the City.
- B. No bargaining unit employee shall be transferred as a punitive measure.

2. Worksite and Shift Transfer

- A. No bargaining unit employee shall be permanently transferred between work sites without ten (10) days prior written notice.
- B. No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.
- C. Temporary work site transfers shall be for a period not to exceed thirty (30) working

days.

3. Voluntary Position Transfer

"Voluntary position transfer" for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

- A. Employees may apply to transfer into vacant positions that occur in the City. Employees desiring voluntary transfer may notify the Human Resources Director, which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, the Human Resources Director will notify the employees of such vacancy and the employee may apply.
- B. Qualified applicants from within the bargaining unit shall be interviewed before other applicants. The appointing authority shall consider transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview the other applicants.
- C. The City agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.
- D. The City shall provide the Union with recruitment notices.

4. Promotion

- A. Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit, which can be considered a promotion, providing they stand within the group included on the certification list for final consideration and are qualified by virtue of successful examination.

Employees must file a city employment application form for such vacancy within the specified filing period.

- i. A notice of job vacancy will be provided to the Union.
- ii. The City agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit.

Article XI. POSITION CLASSIFICATION

1. Employee Classification Study Requests

- A. IUEO may request that a position classification study of a position in the IUEO bargaining unit be conducted by the City Human Resources Department. IUEO may make up to three requests for fiscal year 2020-2021, and three requests for fiscal year 2021-2022.

- i. Classification study requests shall be submitted in writing to the Human Resources Department.
 - ii. The Human Resources Department will conduct a classification review of the position identified for study by IUOE to determine if the position is properly classified and/or if the class specification is in need of revision.
 - iii. The City agrees to notify IUOE of classification study results and to meet with IUOE upon request to share and discuss study findings.
 - iv. Disputes regarding the findings of the Human Resources Department on IUOE position classification study requests may be appealed to the City Manager or designee. The City Manager or designee's decision shall be final.
- B. The positions in Attachment C had special salary adjustments effective September 1, 2019.

Article XII. TRAINING AND SAFETY

1. Training

The City encourages and provides vocational and safety training for all employees in order to maintain efficient, effective, and safe working conditions. Such training programs may include lecture courses, demonstrations, assignment of reading materials, or such other devices as may be advisable for improving the effectiveness and broadening the knowledge of City employees in the performance of their respective duties.

Responsibility for vocational training and observance of safe work practices shall be shared equally by each employee. In this regard, employees shall be responsible for attending, learning, and applying the information provided by in-service training, and shall be responsible for self-initiation of that training outside the work environment that could reasonably lead to, or be required by, the standards for promotional employment opportunities.

2. Safety

It is the policy of the City to provide for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees. Likewise, employees are expected to observe the highest possible standards of safety in the performance of service and execution of all assigned duties.

3. Tuition Reimbursement Policy

With the advance written approval of an employee's department director and the Human Resources Director, and upon satisfactory completion with a grade "C" or better, the City shall reimburse an eligible, permanent unit member for the cost of tuition from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to the

employee's job classification and will benefit the City. All classes will be taken on the employee's own time.

A. Eligibility:

- i. In order to qualify for tuition reimbursement, an employee shall have attained permanent status (successfully completed entry-level probation). No reimbursement will be made for classes taken during the eligibility period or prior to attaining permanent status. Classes successfully challenged will not be eligible for reimbursement.
- ii. Recognized colleges or universities are those institutions of higher learning accredited by one or more of the following accrediting organizations: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, Higher Learning Commission, North Central Association of Colleges and Schools, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges.

B. Tuition shall be reimbursed as follows:

- i. Fifty percent (50%) of the cost of tuition, up to a maximum of \$1,000 per calendar year for employees attending community college.
- ii. Fifty percent (50%) of the cost of tuition, up to a maximum of \$2,000 per calendar year for employees working towards a Bachelor of Arts, Bachelor of Science, Masters of Arts, or Masters of Science degree at an accredited college or university.

C. Approval of a claim for tuition reimbursement shall be as follows:

- i. Claims for tuition reimbursement will be denied for any course or class that has not received prior written approval by the employee's department director and City.
- ii. Tuition reimbursement shall be on a course-by-course basis by the employee's Department Head and Human Resources Director and should have a strong nexus to the employee's job classification.
- iii. All requests for tuition reimbursement are subject to available funds as determined by the City. Approval for any program does not guarantee approval or available funds for any subsequent class.
- iv. Reimbursement requests and grade reports must be turned in to the Department and the Human Resources Department within ninety (90) days of course completion.
- v. Any employee voluntarily terminating their employment within twenty-four

(24) months of receiving reimbursement under this section will be responsible for repaying the City of Folsom the full amount of the reimbursement received. An employee involuntarily separated (termination, lay-off or industrial disability retirement) will not be required to reimburse the City.

- vi. Part-time permanent employees working twenty (20) or more hours a week shall be eligible to receive reimbursement pursuant to the above policy on a 50% basis.

Article XIII. SEPARATION FROM SERVICE

1. Layoff

- A. Non-Discrimination in Work Force Reduction: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, or physical handicap.
- B. Layoff Plan: In the interest of employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the City may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours and the like, in order to reduce the impact upon employees, so long as it is in the City's best interest to take such measures.
- C. Abolition of Positions: The City Council may abolish any position in City service when, in Council's judgment, such action becomes necessary. Employees transferred, demoted or laid off because of abolition of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.
- D. Layoff Area and Priority: The City Manager, in consultation with the City Council, shall determine the area(s) and positions in which layoffs may occur, including the identification of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to IUOE prior to implementation of the layoff, and upon request, shall consult with IUOE in good faith regarding the impact of the layoff. Unless agreed otherwise, the following layoff procedures shall be followed:
 - i. Employees holding temporary, seasonal, part-time, probationary, or provisional appointments and any other non-permanent positions that conduct a majority of the duties as those in the identified classes, shall be released or laid off first. Employees serving in a regular part-time position shall be laid off second. Employees in classified service who have completed probation (i.e. regular classified employees) shall be laid off last.

- ii. Should it become necessary to lay off regular classified employees, the person(s) laid off shall be those with the least service credit within an identified position in the affected department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.

E. Service Credit: Service credit shall be determined and defined as follows:

- i. Continuous Service in the Classification, including successful completion of the probationary period, shall be the basis for receiving one (1) point for each year of service in the current classification, or fraction thereof for each full month of service in the current classification.
- ii. Continuous City Service, including successfully completed probationary periods, shall be the basis for receiving additional service credit as follows:
 - 1. One (1) point for each service, or fraction thereof, for each full month of service, in lower classes of work within the same department; or
 - 2. One-half (½) point for each year of service, or fraction thereof, for each full month of service, in another class of work in a different department than the one in which currently employed.
- iii. Exam Placement: The lowest score in the exam taken for the position identified shall be released first. Thereafter, if there are identical scores, the release shall be based on the best interests of the City.
- iv. Performance Evaluation: Based upon the employee's last two (2) ratings shall be the basis of receiving additional service credits; each rating shall be valued as follows:

Superior	+ 2 points
Satisfactory	+ 1 point
Below Satisfactory	- 2 points

F. Layoff Notification: The City Manager shall give notice personally or in writing to the last known address to each employee affected by a layoff at least fifteen (15) calendar days prior to the effective date of such action. The notice shall include:

- i. The reason(s) for layoff;
- ii. Classes or positions to which the employees may transfer or demote within the department, if any;
- iii. Effective date of the action;
- iv. Service credit of the employee based on the formula rating specified herein;
- v. Rules regarding waiver of reinstatement and voluntary withdrawal from the

- ii. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step.
- iii. The accrual rate of vacation and sick leave in effect for the employee's service length and class at the time of rehire, but insurance contributions shall be at the level of a new employee serving the obligatory probation period of at least six (6) months if on layoff for more than one (1) year.
- iv. All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire, or provided to new hires as of that date.

K. Resignation in Lieu of Recall: An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement and shall be entitled only to those rights under normal separation from service.

2. Check Out Upon Separation

Any employee who is laid off, terminated, retired, or who separates from City service for any reason shall not receive a final paycheck until all City-owned equipment has been turned in to the Supervisor, including the City identification card and any clothing, tools, or other working materials that have been provided by the City, and until the employee has completed all exit interviews and forms which may be required by the City Manager or department head.

Article XIV. MISCELLANEOUS

1. Permanent Part-Time Employees

- A. Permanent part-time employees are employees hired off an eligible list and who work at least 20 hours per week and not more than 39 hours per week.
- B. The City agrees to provide the same health, dental, and vision insurance contributions for the employee-only category for permanent part-time employees that it provides permanent full-time employees. Permanent part-time employees shall have the option to purchase employee plus 1 or employee plus 2 or more coverage through the City at rates established by the City's health, dental, and vision insurance carriers. When a permanent part-time employee purchases dependent coverage, the employee shall pay the difference between the amount paid by the City for employee-only coverage and the cost of the dependent coverage.
- C. Other benefits provided in the MOU between the City and IUEO shall be allocated to permanent part-time employees on a pro-rata basis.

2. Replacement of Damaged Personal Property

When an employee damages his/her personal property during the normal performance of

his/her duties, the employee may submit a claim for reimbursement with the City. The City shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The City shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged personal property shall rest with the City.

3. Bi-Weekly Pay Schedule/Alternate Work Schedules

Should the City decide to implement a bi-weekly pay schedule (26 pay periods per year) in lieu of the current bi-monthly pay schedule (24 pay periods per year), the City agrees to notify IUOE and meet and confer with IUOE on the impact on employees in the Miscellaneous Bargaining Unit. ~~Alternate Work Schedules see Article IX Sections 3-4.~~

4. Repetitive Motion Study

Employees who work in office locations may request that the City conduct a Repetitive Motion Study. Such requests shall be submitted in writing to the Human Resources Department.

Article XV. PERFORMANCE EVALUATIONS

1. Performance Evaluation

- A. Employees will be evaluated in accordance with City Personnel Rules. It is agreed that regular reports be made as to the efficiency, competence, conduct, and merit of City employees. The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. Performance evaluation reports should not be used for disciplinary purposes but rather to identify specific strengths and weaknesses in the employee's job-related performance; to acknowledge the merit of above-standard performance; and to prescribe the means and methods of upgrading deficiencies to a required or desired level of performance. However, performance evaluations may be cited as evidence in support of conduct that is the subject of a disciplinary action.
- B. Employees shall receive their scheduled step increase unless Human Resources and the employee are notified that the employee will receive an unsatisfactory performance evaluation within 30 calendar days of the employee's scheduled step increase date. When an employee's scheduled step increase is withheld due to unsatisfactory performance, the employee shall retain his/her salary anniversary date. Denial of a step increase may be appealed to the City Human Resources Department. This section shall not be subject to the Grievance and Arbitration provisions of this MOU.

2. Authority to Prepare Reports

The department head shall prepare or delegate the preparation of performance evaluation reports to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The department head shall review and approve all performance evaluations of departmental personnel prior to review with the affected employee.

3. Frequency and Distribution of Reports

- A. Employee performance evaluation reports shall be prepared for probationary employees as prescribed in City Personnel Rules. For regular full-time employees, a report shall be submitted within ten (10) calendar days prior to the salary anniversary date each year. In addition, an evaluation report may be prepared at any time by the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary and appropriate.
- B. Reports shall be prepared with a copy to the employee and the department's working file. The original shall be forwarded to the Human Resources Director for review and retention in the employee's official personnel file.

4. Review with the Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or are unacceptable. Employees shall also be encouraged to comment about their work performance, either in a written statement attached to the report or verbally. The employee shall sign the performance report to acknowledge awareness of its contents and discussion of the report with the evaluator. The employee's signature does not necessarily mean that the employee fully agrees with the contents of the report and may so state on the report before signing.

5. Purging of Personnel Files

Counseling memorandums are not disciplinary and shall not be placed in the employee's personnel file. Employees shall be offered the opportunity to sign and be provided with a copy of any disciplinary written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such materials. The written response must be submitted within fifteen (15) days of the notice to place the disciplinary documents in the personnel file.

If the employee was not allowed the opportunity to sign the documents prior to placement within the personnel file, the employee shall have the right at any time to attach a written response to the material. Any person who places any written material in an employee's file shall sign and date the material, signifying when it was placed in the employee's file and by whom.

Disciplinary actions shall be purged (at the request of the employees) from the employee's personnel file following the schedule below in accordance with the City's records retention policy:

- Written reprimands: 24 months
- Other disciplinary actions (i.e., suspension, reductions in pay, and demotions): five (5) years (sixty months).

Article XVI. EMPLOYEE DISCIPLINE

1. Policy

It is the policy of the City that discipline of City employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in the City Personnel Rules.

2. Definition

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal (reference City Personnel Rules).

3. Persons Authorized to Initiate Disciplinary Action

Discipline may be initiated by those authorized in the Personnel Rules.

4. Application

- A. **Permanent Status:** This article shall only apply to employees with permanent status with the City.
- B. **Probationary Status:** An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
- C. **Temporary Employee:** An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.
- D. **Temporary Upgrade (Out of Class):** An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
- E. A written reprimand shall be appealable only to the City Manager or his/her designee with the right to present the employee's position and supporting evidence, but no right to present evidence or confront or cross examine witnesses. The decision of the City Manager or designee shall be final.
- F. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to formal disciplinary action during the two (2) year period.

- G. A counseling memo or letter of instruction shall not be considered disciplinary action and shall not be appealable.

5. Cause for Disciplinary Action

- A. Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):
- i. Misstatement of facts during the hiring process
 - ii. Falsification of an entry on a City document (e.g., timecard, expense report)
 - iii. Disclosure of confidential information
 - iv. Insubordination or willful disobedience
 - v. Incompetence, inefficiency or unsatisfactory job performance
 - vi. Discriminatory, discourteous, or unbecoming behavior
 - vii. Theft, misuse or unauthorized use or possession of City property
 - viii. Dishonesty
 - ix. Misconduct, i.e., any behavior that brings harm or discredit to the City
 - x. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business
 - xi. Possession of a firearm, weapon, or hazardous or dangerous device while on City property or on official business
 - xii. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City
 - xiii. Excessive absence or tardiness
 - xiv. Absence without approved leave
 - xv. Violation of a City rule, policy, or procedure
 - xvi. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside

employment

- xvii. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position
- xviii. Abusive conduct or "bullying" that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. This may include repeated infliction of verbal abuse such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

6. Preliminary Notice of Disciplinary Action

- A. Prior to taking disciplinary action with a regular employee to suspend without pay, reduce pay, demote (except for demotion in lieu of layoff), or dismiss, the Department Head will provide the employee with a written preliminary notice of disciplinary action which shall contain the charges, the specific factual basis for the charges, and the nature of the proposed disciplinary action. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice ten (10) workdays after the date of mailing.
- B. The Preliminary Notice of Disciplinary Action shall include:
 - i. A statement of the nature of the disciplinary action;
 - ii. The effective date of the disciplinary action;
 - iii. A statement of the reasons for the disciplinary action citing the item(s) under Section 5a, the Personnel Rules, City policies, or state or federal law which have been violated;
 - iv. Any supporting material or documentation;
 - v. A statement advising the employee of the right to request a Skelly Meeting, the manner and time in which the request for a Skelly Meeting must be made, and the required content of the request for a Skelly Meeting; and
 - vi. The name and address of the person to whom all written communication regarding this Skelly Meeting shall be sent.

7. Skelly Meeting

- A. An employee who is subject to disciplinary action of suspension without pay, reduction in pay, demotion, or dismissal, as outlined in Section 6.A., shall have the right, within five (5) workdays after receiving a Preliminary Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.
- i. The right to request a Skelly Meeting does not apply to a Written Reprimand. An employee who is subject to disciplinary action of a Written Reprimand and disagrees with the discipline is encouraged to discuss with their Department Manager. The employee may also, within five (5) days after receiving a Written Reprimand, request a meeting with the City Manager or designee by filing a written request with the Human Resources Director.
 - ii. The City Manager or designee shall have final authority to sustain, modify, or dismiss the Written Reprimand. This decision may be communicated orally or in writing. As stated in Section 4.E., a Written Reprimand is not appealable beyond the City Manager or designee whose decision is final. In addition, a Written Reprimand may be removed from the employee's personnel file after two (2) years per Section 4.F. if subsequent disciplinary action has not occurred within that timeframe.
- B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting, or, in the case of a Written Reprimand, a meeting with the City Manager or designee, and the proposed discipline becoming final.
- C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments, and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the City, with a copy to the employee and the employee's representative, if applicable. The Skelly Officer may recommend that the City dismiss, modify, or sustain the proposed discipline.
- D. If the proposed discipline is sustained or modified by the City after the Skelly Meeting, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action, except that the Final Notice of Disciplinary Action shall include a statement advising the employee of the right to appeal the action, the manner and time in which the appeal must be made, the required content of the appeal, and name and address of the person to whom all communication regarding the appeal shall be sent.

8. Appeal of Disciplinary Action

- A. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there

shall be no further appeal.

- B. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.
- C. Appeals of disciplinary actions to arbitration shall be pursuant to Article XVII (Grievance Procedure) of this Agreement, except that on disciplinary appeals:
- i. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
 - ii. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by Local 39, self-represented, or independent counsel, and the City who may be represented by the Human Resources Department or counsel.
 - iii. The employee shall be entitled to appear personally at the hearing and produce evidence.
 - iv. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

Article XVII. GRIEVANCE PROCEDURE

1. **Definition:** A grievance is a complaint of an affected employee, a group of employees, or Local 39 resulting from interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions.
2. **Time Limits:** Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be appealed to the next step of the grievance procedure.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived or extended by mutual agreement between the parties. As referred to in this article, all "days" are "workdays."

3. **Presentation:** An employee and/or IUOE representative may present a grievance during work time provided such presentations and discussions do not disrupt City

operations and are kept to a reasonable minimum.

4. **Procedure:** All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 1 shall be filed on a form provided by the City for that purpose. IUEO may refuse to represent a grievant and the City may refuse to consider a grievance where the aggrieved party has not followed this procedure.
 - A. **INFORMAL STEP.** Within fifteen (15) days of the event or circumstance giving rise to the grievance or within fifteen (15) days of the time the affected employee or IUEO should reasonably have been aware of the event or circumstance, the grievance shall be discussed informally with the person or persons most directly responsible for the event or circumstances which gave rise to the grievance. If the grievance is not resolved within five (5) days of the date on which it is first presented at the Informal Step, the grievant may proceed to Step 1 and file a formal grievance.
 - B. **STEP 1.** A formal grievance shall be presented in writing to the grievant's department head. The department head shall conduct such investigation as is deemed appropriate and shall issue a written determination within ten (10) days of the date on which the grievance was appealed to the department head.
 - C. **STEP 2.** Within five (5) days of the Step 1 response or, if no Step 1 response is received, within twenty (20) days of the date of the Step 1 appeal, the grievance may be appealed to the City Manager or designee. The City Manager or designee shall conduct such investigation as is deemed appropriate and shall issue a written determination within ten (10) days of the date on which the grievance is first presented at Step 2. If the City Manager or designee fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, only IUEO may request that the matter be submitted to binding arbitration. Individual employees may not submit grievances to binding arbitration.
 - D. **STEP 3.** A request for binding arbitration shall be made in writing to the City Manager within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 2, or in the event that no Step 2 answer is received, within twenty (20) days of the date of the Step 2 appeal.

An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the California State Mediation and Conciliation Service. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, IUOE, and the grievant(s). The arbitrator shall have no authority to add to or delete from the terms of this Agreement, or City Personnel Rules. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties.

Article XVIII. TERM OF AGREEMENT

Term

This agreement shall remain in full force and effect from ~~the beginning of the first full pay period after approval of this MOU by the City Council~~ July 1, 2022, through June 30, 2025~~2~~. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

Existing Benefits and Practices

The parties recognize that there are existing ordinances, resolutions, and policies regarding benefits and other terms and conditions of employment and the same remain in full force and effect except as modified by this Agreement.

Signatures

This Memorandum of Understanding is hereby executed this ~~27th day of August, 2019~~ day of October, 2022, by the employer/employee representatives whose signatures appear below on behalf of their respective organizations.

For the City:

For Local 39:

Elaine Andersen
City Manager

Bart Florence
Business Manager

~~James Francis John Spittler~~
~~Asst. City Mgr./~~Human Resources
~~Director~~Advisor

~~Robert Aldrich~~Jeff Gladieux
President

Dennis Batchelder
City Representative

~~Steve Crouch~~Brandy Johnson
Director of Public Employees

Allison Garcia
Human Resources Director

Chuck Thiel
Business Representative

Don Brown
Bargaining Team Member

Aaron Armstrong
Bargaining Team Member

Tony Servin
Bargaining Team Member

Michelle Walker
Bargaining Team Member

Lee Cordaway
Bargaining Team Member

1. Appendix A – List of Classes in Bargaining Unit

Account Clerk	Mechanic II
Accounting Technician I/II	Office Assistant I/II
Administrative Assistant	Park Planner I/II
Administrative Technician	Planner I/II
Animal Control Officer	Planning Technician I/II
Arborist	Process Improvement Specialist
Assistant City Clerk	Recreation Coordinator I
Assistant Civil Engineer	Recreation Coordinator II
Assistant Zookeeper/Zookeeper I	Refuse Driver
Building Inspector I/II	Revenue Technician I/II
Building Plans Checker I/II	Senior Building Inspector
Building Plans Coordinator	Senior Building Tradesworker
Building Technician I/II	Senior Construction Inspector
Building Tradesworker I/II	Senior Environmental Specialist
Circulation Coordinator	Senior Equipment Mechanic
City Clerk Technician I/II	Senior Librarian
Code Enforcement Officer I/II	Senior Maintenance Worker
Code Enforcement Technician	Senior Maintenance Specialist
Communications & Marketing Specialist	Senior Office Assistant
Construction Inspector I/II	Senior Recreation Coordinator
Digital Communications & Marketing Specialist	Senior Revenue Technician
Disbursements Specialist	Senior Traffic Signal Technician
Disbursements Technician	Senior Wastewater Collection Technician
Electrical & Instrument Technician	Senior Water Treatment Plant Operator
Engineering Technician I/II	Senior Water Utility Worker
Environmental Specialist	Senior Zookeeper
Fire Prevention Officer	Traffic Control Device Technician
GIS Specialist	Traffic Control & Lighting Technician I/II
Hazmat Coordinator	Wastewater Collection Technician I/II
Information Systems Analyst	Wastewater Collection Technician III
Information Systems Technician I/II	Water Distribution Chief Operator
Inventory Clerk	Water Distribution Operator I/II
Lead Plant Mechanic	Water Distribution Operator III
Lead Senior Mechanic (Combined Shifts)	Water Management Coordinator
Lead Senior Zookeeper	Water Management Specialist
Librarian	Water Quality Technician
Library Assistant	Water Treatment Plant Chief Operator
Library Technician	Water Treatment Plant Operator I/II
Maintenance Specialist	Water Treatment Plant Operator III
Maintenance Worker I/II	Water Utility Worker I/II
Marketing and Graphics Coordinator	Water Utility Worker III
Mechanic I	Zookeeper II

2. Appendix B – Recognized Certifications/Licenses

Per Article VI, Section 429, when management requires a special skill certification, and it is not listed in the classification description as a necessary qualification, the employee in the listed job classification should be paid special skill certification/license pay as listed in the table below. In no instance shall this pay, in combination with any educational incentive pay, exceed \$300.00 per month.

Classification	License/Certification	Incentive
Building Inspector	- Certified Combination Inspector	\$50.00
	- Certified Electrical Inspector	\$50.00
	- Certified Mechanical Inspector	\$50.00
	- Certified Plumbing Inspector	\$50.00
	- Uniform Fire Code Certificate	\$50.00
	- ADA Specialist Certificate	\$50.00
Clerical	- Notary Public Commission	\$50.00
Code Enforcement Technician	- Certified Code Enforcement Officer	\$100.00
Construction Inspector	- Registered Public Works Inspector	\$200.00
Engineering Technician	- Licensed Land Surveyor	\$200.00
Information Systems Technician or Analyst	- Microsoft	\$75.00
	- Cisco	\$75.00
Lead Plant Mechanic	- <u>Class "A" License</u>	<u>\$150.00</u>
	- <u>ASE Certificates</u>	<u>\$50.00</u>
	- <u>ASE Master</u>	<u>\$50.00</u>
	- <u>Automatic Transmission</u>	<u>\$50.00</u>
	- <u>Brakes (Air & Hydraulic)</u>	<u>\$50.00</u>
Lead Senior Mechanic (Combined Shifts)	- <u>Class "A" License</u>	<u>\$150.00</u>
Maintenance I, II, Lead Mechanic	- Class "A" License	\$150.00
	- ASE Certificates	\$50.00
Mechanic I/II/Senior	- <u>Class "A" License</u>	<u>\$150.00</u>
	- ASE Master	\$200.00
	- Automatic Transmission	\$50.00
	- Brakes (Air & Hydraulic)	\$50.00
	- Electrical Systems	\$50.00
	- Engine Performance	\$50.00
	- Heating & Air Conditioning	\$50.00
	- Manual Transmission	\$50.00
	- Refrigerant License	\$50.00
	- Smog Certificate License	\$50.00
	- Suspension & Steering	\$50.00
Park Maintenance Worker I/II	- Certified Playground Safety Inspector	\$100.00
	- Certified Pool Operator	\$100.00
	- Certified Landscape Irrigation Auditor	\$50.00
	- Certified Landscape Technician	\$50.00
	- Certified Irrigation Contractor	\$50.00
Park Planner/Assoc. Planner	- Certified Irrigation Designer	\$50.00
Plan Checker	- Certified Building Inspector	\$50.00
	- Certified Electrical Inspector	\$50.00
	- Certified Plumbing Inspector	\$50.00
	- Certified Mechanical Inspector	\$50.00
	- Uniform Fire Code Certificate	\$50.00
	- ADA Specialist Certificate	\$50.00
Traffic Control/Lighting Tech I/II	- International Municipal Signal (IMSA) Traffic Signal Technician I/II/III (level above job)	\$50.00
	- International Municipal Signal Association (IMSA) Roadway Lighting Certification	\$50.00
	- Fiber Optics Installation Certification	\$50.00
	- Advanced State Certification for D5, T5 or G4 only (in f	\$300.00
Water Utility Worker I/II/III/Sr., Water Treatment Plant Operator I/II/III/Sr., Water Distribution Operator I/II/III/Chief, Wastewater Collection	ired in classification, and approved by D	HR)

Technician I/II/III/Sr., Water Management Specialist, Water Quality Technician, Water Management Coordinator	- Advanced State Certification for D4, T4 or G3 only (in field, not required in classification, and approved by Director and HR)	\$200.00
	- Class "A" License	\$150.00

3. Appendix C – Special Salary Adjustments

Assistant Zookeeper

Current	M-27
Proposed	M-31

Maintenance Specialist

Current	M-45
Proposed	M-49

Environmental Specialist

Current	M-47
Proposed	M-49

Senior Environmental Specialist

Current	M-51
Proposed	M-55

Hazmat Coordinator

Current	M-51
Proposed	M-55

Communications & Marketing Specialist

(former title: Digital Communications & Mrkg. Specialist)

Current	M-50
Proposed	M-58

Water Distribution Operator II, Wastewater Collection Technician II

Water Utility Worker II, Water Treatment Plant Operator II

Current	M-47
Proposed	M-51

Senior Water Utility Worker, Water Treatment Plant Chief Operator

Water Distribution Chief Operator, Sr. Wastewater Collection Technician

Current	M-55
Proposed	M-58

Water Management Specialist

Current	M-43
Proposed	M-49

Water Treatment Plant Operator III, Water Utility Worker III

Water Distribution Operator III, Wastewater Collection Technician III

Water Quality Technician

Current	M-51
Proposed	M-55

Water Management Coordinator

Current	M-58
Proposed	M-60

IUOE Memorandum of Understanding
~~09/01/19~~07/01/22 to 06/30/25

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4. Appendix D – New Combined (A/B) 13-Step Salary Range

Salary Range	Salary	1	2	3	4	5	6	7	8	9
M31	EF 7/1/22	40,245.46	41,452.83	42,696.41	43,977.30	45,296.62	46,655.52	48,055.19	49,496.84	50,981.75
	EF 7/1/23	41,452.83	42,696.41	43,977.30	45,296.62	46,655.52	48,055.19	49,496.84	50,981.75	52,511.20
	EF 7/1/24	42,696.41	43,977.30	45,296.62	46,655.52	48,055.19	49,496.84	50,981.75	52,511.20	54,086.54
M37	EF 7/1/22	46,606.18	48,004.37	49,444.50	50,927.84	52,455.67	54,029.34	55,650.22	57,319.73	59,039.32
	EF 7/1/23	48,004.37	49,444.50	50,927.84	52,455.67	54,029.34	55,650.22	57,319.73	59,039.32	60,810.50
	EF 7/1/24	49,444.50	50,927.84	52,455.67	54,029.34	55,650.22	57,319.73	59,039.32	60,810.50	62,634.81
TBD - Maintenance Worker I	EF 7/1/22	48,936.50	50,404.59	51,916.73	53,474.23	55,078.46	56,730.81	58,432.74	60,185.72	61,991.29
	EF 7/1/23	50,404.59	51,916.73	53,474.23	55,078.46	56,730.81	58,432.74	60,185.72	61,991.29	63,851.03
	EF 7/1/24	51,916.73	53,474.23	55,078.46	56,730.81	58,432.74	60,185.72	61,991.29	63,851.03	65,766.56
M41	EF 7/1/22	51,396.44	52,938.34	54,526.49	56,162.28	57,847.15	59,582.56	61,370.04	63,211.14	65,107.48
	EF 7/1/23	52,938.34	54,526.49	56,162.28	57,847.15	59,582.56	61,370.04	63,211.14	65,107.48	67,060.70
	EF 7/1/24	54,526.49	56,162.28	57,847.15	59,582.56	61,370.04	63,211.14	65,107.48	67,060.70	69,072.52
M43	EF 7/1/22	53,968.19	55,587.24	57,254.85	58,972.50	60,741.67	62,563.93	64,440.84	66,374.07	68,365.29
	EF 7/1/23	55,587.24	57,254.85	58,972.50	60,741.67	62,563.93	64,440.84	66,374.07	68,365.29	70,416.25
	EF 7/1/24	57,254.85	58,972.50	60,741.67	62,563.93	64,440.84	66,374.07	68,365.29	70,416.25	72,528.74
M45	EF 7/1/22	56,657.74	58,357.48	60,108.20	61,911.45	63,768.79	65,681.85	67,652.31	69,681.88	71,772.33
	EF 7/1/23	58,357.48	60,108.20	61,911.45	63,768.79	65,681.85	67,652.31	69,681.88	71,772.33	73,925.50
	EF 7/1/24	60,108.20	61,911.45	63,768.79	65,681.85	67,652.31	69,681.88	71,772.33	73,925.50	76,143.27
TBD - Refuse Driver, Maintenance Worker II	EF 7/1/22	56,666.60	58,366.60	60,117.59	61,921.12	63,778.75	65,692.12	67,662.88	69,692.77	71,783.55
	EF 7/1/23	58,366.60	60,117.59	61,921.12	63,778.75	65,692.12	67,662.88	69,692.77	71,783.55	73,937.06
	EF 7/1/24	60,117.59	61,921.12	63,778.75	65,692.12	67,662.88	69,692.77	71,783.55	73,937.06	76,155.17
M47	EF 7/1/22	59,484.77	61,269.31	63,107.39	65,000.61	66,950.63	68,959.15	71,027.92	73,158.76	75,353.52
	EF 7/1/23	61,269.31	63,107.39	65,000.61	66,950.63	68,959.15	71,027.92	73,158.76	75,353.52	77,614.13
	EF 7/1/24	63,107.39	65,000.61	66,950.63	68,959.15	71,027.92	73,158.76	75,353.52	77,614.13	79,942.55
M48	EF 7/1/22	60,971.79	62,800.95	64,684.98	66,625.53	68,624.29	70,683.02	72,803.51	74,987.62	77,237.25
	EF 7/1/23	62,800.95	64,684.98	66,625.53	68,624.29	70,683.02	72,803.51	74,987.62	77,237.25	79,554.36
	EF 7/1/24	64,684.98	66,625.53	68,624.29	70,683.02	72,803.51	74,987.62	77,237.25	79,554.36	81,940.99
M49	EF 7/1/22	62,468.84	64,342.91	66,273.20	68,261.39	70,309.23	72,418.51	74,591.07	76,828.80	79,133.66
	EF 7/1/23	64,342.91	66,273.20	68,261.39	70,309.23	72,418.51	74,591.07	76,828.80	79,133.66	81,507.67
	EF 7/1/24	66,273.20	68,261.39	70,309.23	72,418.51	74,591.07	76,828.80	79,133.66	81,507.67	83,952.90
M50	EF 7/1/22	64,000.11	65,920.11	67,897.71	69,934.65	72,032.69	74,193.67	76,419.48	78,712.06	81,073.42
	EF 7/1/23	65,920.11	67,897.71	69,934.65	72,032.69	74,193.67	76,419.48	78,712.06	81,073.42	83,505.63
	EF 7/1/24	67,897.71	69,934.65	72,032.69	74,193.67	76,419.48	78,712.06	81,073.42	83,505.63	86,010.79
M51	EF 7/1/22	65,590.31	67,558.02	69,584.76	71,672.30	73,822.47	76,037.14	78,318.26	80,667.81	83,087.84
	EF 7/1/23	67,558.02	69,584.76	71,672.30	73,822.47	76,037.14	78,318.26	80,667.81	83,087.84	85,580.47
	EF 7/1/24	69,584.76	71,672.30	73,822.47	76,037.14	78,318.26	80,667.81	83,087.84	85,580.47	88,147.89

Salary Range	Salary	1	2	3	4	5	6	7	8	9
TBD - Maintenance Specialist, Mechanic II	Eff 7/1/22	65,592.29	67,560.06	69,586.86	71,674.47	73,824.70	76,039.44	78,320.62	80,670.24	83,090.35
	Eff 7/1/23	67,560.06	69,586.86	71,674.47	73,824.70	76,039.44	78,320.62	80,670.24	83,090.35	85,583.06
	Eff 7/1/24	69,586.86	71,674.47	73,824.70	76,039.44	78,320.62	80,670.24	83,090.35	85,583.06	88,150.55
M53	Eff 7/1/22	68,868.85	70,934.91	73,062.96	75,254.85	77,512.49	79,837.87	82,233.00	84,699.99	87,240.99
	Eff 7/1/23	70,934.91	73,062.96	75,254.85	77,512.49	79,837.87	82,233.00	84,699.99	87,240.99	89,858.22
	Eff 7/1/24	73,062.96	75,254.85	77,512.49	79,837.87	82,233.00	84,699.99	87,240.99	89,858.22	92,553.97
TBD - Lead Plant Mechanic, Sr. Maintenance Worker, Traffic Control & Lighting Technician I	Eff 7/1/22	68,869.83	70,935.92	73,064.00	75,255.92	77,513.60	79,839.01	82,234.18	84,701.20	87,242.24
	Eff 7/1/23	70,935.92	73,064.00	75,255.92	77,513.60	79,839.01	82,234.18	84,701.20	87,242.24	89,859.51
	Eff 7/1/24	73,064.00	75,255.92	77,513.60	79,839.01	82,234.18	84,701.20	87,242.24	89,859.51	92,555.29
M55	Eff 7/1/22	72,304.47	74,473.61	76,707.82	79,009.05	81,379.32	83,820.70	86,335.32	88,925.38	91,593.14
	Eff 7/1/23	74,473.61	76,707.82	79,009.05	81,379.32	83,820.70	86,335.32	88,925.38	91,593.14	94,340.94
	Eff 7/1/24	76,707.82	79,009.05	81,379.32	83,820.70	86,335.32	88,925.38	91,593.14	94,340.94	97,171.17
TBD - Traffic Control & Lighting Technician II	Eff 7/1/22	72,312.29	74,481.66	76,716.11	79,017.60	81,388.12	83,829.77	86,344.66	88,935.00	91,603.05
	Eff 7/1/23	74,481.66	76,716.11	79,017.60	81,388.12	83,829.77	86,344.66	88,935.00	91,603.05	94,351.14
	Eff 7/1/24	76,716.11	79,017.60	81,388.12	83,829.77	86,344.66	88,935.00	91,603.05	94,351.14	97,181.68
M56	Eff 7/1/22	74,090.94	76,313.67	78,603.08	80,961.17	83,390.01	85,891.71	88,468.46	91,122.51	93,856.19
	Eff 7/1/23	76,313.67	78,603.08	80,961.17	83,390.01	85,891.71	88,468.46	91,122.51	93,856.19	96,671.87
	Eff 7/1/24	78,603.08	80,961.17	83,390.01	85,891.71	88,468.46	91,122.51	93,856.19	96,671.87	99,572.03
TBD - Senior Traffic Signal Technician	Eff 7/1/22	75,919.70	78,197.30	80,543.21	82,959.51	85,448.30	88,011.74	90,652.10	93,371.66	96,172.81
	Eff 7/1/23	78,197.30	80,543.21	82,959.51	85,448.30	88,011.74	90,652.10	93,371.66	96,172.81	99,057.99
	Eff 7/1/24	80,543.21	82,959.51	85,448.30	88,011.74	90,652.10	93,371.66	96,172.81	99,057.99	102,029.73
TBD - Lead Senior Mechanic (Combined Shifts)	Eff 7/1/22	77,795.49	80,129.36	82,533.24	85,009.23	87,559.51	90,186.30	92,891.88	95,678.64	98,549.00
	Eff 7/1/23	80,129.36	82,533.24	85,009.23	87,559.51	90,186.30	92,891.88	95,678.64	98,549.00	101,505.47
	Eff 7/1/24	82,533.24	85,009.23	87,559.51	90,186.30	92,891.88	95,678.64	98,549.00	101,505.47	104,550.63
M58	Eff 7/1/22	77,801.38	80,135.42	82,539.49	85,015.67	87,566.14	90,193.13	92,898.92	95,685.89	98,556.46
	Eff 7/1/23	80,135.42	82,539.49	85,015.67	87,566.14	90,193.13	92,898.92	95,685.89	98,556.46	101,513.16
	Eff 7/1/24	82,539.49	85,015.67	87,566.14	90,193.13	92,898.92	95,685.89	98,556.46	101,513.16	104,558.55
M60	Eff 7/1/22	81,688.51	84,139.16	86,663.34	89,263.24	91,941.14	94,699.37	97,540.35	100,466.56	103,480.56
	Eff 7/1/23	84,139.16	86,663.34	89,263.24	91,941.14	94,699.37	97,540.35	100,466.56	103,480.56	106,584.97
	Eff 7/1/24	86,663.34	89,263.24	91,941.14	94,699.37	97,540.35	100,466.56	103,480.56	106,584.97	109,782.52
TBD - Electrical & Instrument Technician	Eff 7/1/22	85,772.94	88,346.12	90,996.51	93,726.40	96,538.20	99,434.34	102,417.37	105,489.89	108,654.59
	Eff 7/1/23	88,346.12	90,996.51	93,726.40	96,538.20	99,434.34	102,417.37	105,489.89	108,654.59	111,914.23
	Eff 7/1/24	90,996.51	93,726.40	96,538.20	99,434.34	102,417.37	105,489.89	108,654.59	111,914.23	115,271.65

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