



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Agenda

City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

October 24, 2023
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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City Council Regular Meeting
City Council Chambers | 50 Natoma Street, Folsom CA 95630
www.folsom.ca.us

Tuesday, October 24, 2023 6:30 PM

Rosario Rodriguez, Mayor

YK Chalamcherla, Vice Mayor
Mike Kozlowski, Councilmember

Sarah Aquino, Councilmember
Anna Rohrbough, Councilmember

AGENDA

CALL TO ORDER

ROLL CALL:

Councilmembers: Rohrbough, Aquino, Chalamcherla, Kozlowski, Rodriguez

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. Proclamation of the Mayor of the City of Folsom Proclaiming October 2023 as Hindu Heritage Month in the City of Folsom
2. Declaration of the Folsom City Council Reaffirming its Commitment to Promoting an Inclusive, Safe Environment for All

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.

- [3.](#) Approval of October 10, 2023 Regular Meeting Minutes
- [4.](#) Resolution No. 11112 – A Resolution Accepting Fiscal Year 2023-24 Department of Alcoholic Beverage Control’s Grant Program Funded by the Office of Traffic Safety Through the National Highway Traffic Safety Administration and Appropriation of Funds
- [5.](#) Resolution No. 11113 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of Two F550 Trucks and Installation of Dump Beds on Both
- [6.](#) Resolution No. 11114 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Braun Industries, Inc. for One Type 1 Ambulance
- [7.](#) Resolution No. 11115 - A Resolution Authorizing the Public Works Department to Install All-Way Stop Sign Control at the Intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive
- [8.](#) Resolution No. 11116 – A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2023
- [9.](#) Resolution No. 11117 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Toll Brothers at Folsom Ranch Phase 2A Subdivision, and Approval of the Final Map for the Toll Brothers at Folsom Ranch Phase 2A Subdivision
- [10.](#) Resolution No. 11118 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for the Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C)
- [11.](#) Resolution No. 11119 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for the Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3)

PUBLIC HEARING:

- [12.](#) Community Facilities District No. 23 (Folsom Ranch) Amended Improvement Area No. 6
 - i. Resolution No. 11120 - A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)
 - ii. Resolution No. 11121 – A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)
 - iii. Ordinance No. 1339 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2023-2024 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)

NEW BUSINESS:

- [13.](#) Consideration of Potential Sales Tax Measure and Direction to Staff

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS:

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.

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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.

PROCLAMATION
OF THE MAYOR OF THE CITY OF FOLSOM
PROCLAIMING OCTOBER 2023 AS
HINDU HERITAGE MONTH
IN THE CITY OF FOLSOM

WHEREAS, the City of Folsom is committed to promoting diversity, inclusivity, and cultural understanding among its residents; and

WHEREAS, Hinduism is one of the world's oldest spiritual traditions, with a rich history and a profound impact on art, science, philosophy, and culture; and

WHEREAS, Hindu Heritage Month provides an opportunity for all residents of Folsom to learn about and celebrate the contributions of Hindu Americans to the fabric of our city; and

WHEREAS, the month of October has been designated as Hindu Heritage Month in recognition of the importance of Diwali, the Festival of Lights, which is one of the most widely celebrated Hindu festivals and symbolizes the victory of light over darkness, good over evil, and knowledge over ignorance; and

WHEREAS, the Hindu community in Folsom has played an important role in the development and enrichment of our city through their contributions in fields such as science, technology, medicine, education, business, arts, and culture; and

WHEREAS, the values of peace, tolerance, and respect for all living beings, central to Hindu philosophy, resonate with the principles upon which the City of Folsom was founded; and

WHEREAS, during this Hindu Heritage Month, we acknowledge and appreciate the cultural diversity that strengthens our community, promotes intercultural dialogue, and fosters mutual understanding among all residents:

NOW, THEREFORE, I, Rosario Rodriguez, Mayor of the City of Folsom, do hereby proclaim the month of October as "Hindu Heritage Month" in our city. I call upon all residents to join in recognizing and celebrating the contributions of the Hindu American community to our cultural mosaic. Let us take this opportunity to learn from one another and strengthen the bonds that unite us as one diverse and harmonious city.

PROCLAIMED this 24th day of October 2023.

Rosario Rodriguez, Mayor

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DECLARATION OF THE FOLSOM CITY COUNCIL
REAFFIRMING ITS COMMITMENT TO
PROMOTING AN INCLUSIVE, SAFE ENVIRONMENT FOR ALL

WHEREAS, the City of Folsom unequivocally condemns the recent horrific acts of terrorism against innocent civilians in Israel; and

WHEREAS, the City of Folsom grieves and mourns alongside innocent, civilian victims and their loved ones caught in the crossfire of violence in regions in conflict worldwide;

WHEREAS, our region is home to people from many different backgrounds, including those with familial, cultural, and/or religious ties to countries and regions in conflict; and

WHEREAS, the City of Folsom recognizes that people in our own Folsom community may be deeply affected by current events, even if they are taking place thousands of miles away; and

WHEREAS, the City of Folsom recognizes that people in our own Folsom community may feel and endure extreme anxiety and concern about their personal safety and that of their friends and family members, particularly during these times of violence, instability, and uncertainty; and

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

The City of Folsom reaffirms its commitment to promoting an inclusive, safe environment where all people can live in harmony, respect, and understanding.

DECLARED this 24th day of October 2023.

Rosario Rodriguez, Mayor

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CITY OF
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City Council Regular Meeting

MINUTES

Tuesday, October 10, 2023 6:30 PM

CALL TO ORDER

The regular City Council meeting was called to order at 6:31 pm with Mayor Rosario Rodriguez presiding.

ROLL CALL:

Councilmembers Present: Mike Kozlowski, Councilmember
 Anna Rohrbough, Councilmember
 Sarah Aquino, Councilmember
 YK Chalamcherla, Vice Mayor
 Rosario Rodriguez, Mayor

Councilmembers Absent: None

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

AGENDA UPDATE

City Attorney Steven Wang announced that additional information was provided regarding items 9 and 10.

BUSINESS FROM THE FLOOR:

The following speakers addressed the City Council:

- Robert Dresser, regarding California Voting Rights Act-related lawsuit
- Muriel Brounstein, regarding California Voting Rights Act-related lawsuit
- Vivek Gunasekaren, regarding local Diwali celebration
- Ian Cornell, regarding support for Folsom’s Jewish population in light of recent events in Israel

SCHEDULED PRESENTATIONS:

1. Proclamation of the Mayor of the City of Folsom Proclaiming October 2023 as National Arts and Humanities Month in the City of Folsom

Mayor Rosario Rodriguez presented the proclamation.

2 Presentation of the 10th Annual Folsom Community Service Day Results

Recreation and Community Services Manager Tom Hellman, along with Community Service Day Steering Committee Chairman Justin Raithel, made a presentation.

3. Informational Presentation on Homelessness

City Manager Elaine Andersen introduced the item. City Attorney Steven Wang, Police Chief Rick Hillman, Police Lieutenant Chris Emery, and Code Enforcement Supervisor Pete Piccardo shared information regarding the City's work responding to homeless issues.

Emily Halkin, Director, County Department of Homeless Services and Housing, along with Sheri Greene and Monica Rocha-Wyatt, County Department of Health Services, shared information regarding the County's work responding to homeless issues.

Jeanne Shuman from Jake's Journey Home, Liz Ekenstedt and Beverly Siess from HART of Folsom, Nancy Atchley and Josh Levine from Powerhouse Ministries, and Erin Johansen and Karina Riley from Hope Cooperative, each shared information regarding their community support groups' work regarding homeless issues.

City Attorney Steven Wang responded to questions from Councilmembers regarding the ability to cite and prosecute individuals for camping if there is shelter capacity for all homeless individuals. Police Chief Rick Hillman provided additional information in response to questions.

The following speakers addressed the City Council regarding homeless issues:

1. Jackie Selitti
2. Charlene Braun
3. Mike Selitti
4. Janet Planck
5. Michael Bazil
6. Meredith Wharton
7. Lonnie Garcia
8. Brian Martel
9. Judi Alexander
10. Judy Collinsworth
11. Suzanne Cook
12. Colleen Shannon
13. Jason Davis
14. Stacy Moore
15. Michelle Dean
16. Forrest Mangan
17. Camille Shannon
18. William Econome
19. Jim Snook
20. Amber Felts
21. Bill Smith
22. Mike Porter
23. Doug Scalzi

Police Lieutenant Chris Emery provided additional information in response to Councilmember questions.

Councilmembers shared their comments.

Motion by Councilmember YK Chalamcherla, second by Councilmember Sarah Aquino to waive the 10:30 rule. The motion passed by the following roll-call vote:

AYES: Kozlowski, Aquino, Chalamcherla, Rodriguez
NOES: Rohrbough
ABSENT: None
ABSTAIN: None

CONSENT CALENDAR:

- 4. Approval of September 26, 2023 Regular Meeting Minutes
- 5. pulled for discussion
- 6. Resolution No. 11108 – A Resolution Authorizing the City Manager to Execute an Agreement with UBEO (Ray Morgan) to Renew/Extend Copier Contract
- 7. Resolution No. 11109 – A Resolution Authorizing the City Manager to Execute an Agreement with Arctic Wolf Networks, Inc. for Cybersecurity Operations Cloud Services
- 8. Resolution No. 11110 – A Resolution Amending Resolution No. 10479 and Enacting the Annual Inflationary Adjustment for City User Fees for Selected City Services

Motion by Councilmember Sarah Aquino, second by Councilmember Mike Kozlowski, to approve items 4, 6, 7, and 8. The motion passed by the following roll-call vote:

AYES: Kozlowski, Rohrbough, Aquino, Chalamcherla, Rodriguez
NOES: None
ABSENT: None
ABSTAIN: None

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION:

- 5. Resolution No. 11107 - A Resolution Authorizing the Finance Director to use Opioid Settlement Funding to Add One Limited-Term Community Service Officer Position to the Police Department Budget in the General Fund and Fund Opioid Combatting Programs and Appropriation of Funds

Mayor Rosario Rodriguez pulled this item to share information related to opioid use.

Motion by Mayor Rosario Rodriguez, second by Councilmember Mike Kozlowski to approve Resolution No. 11107. The motion passed by the following roll-call vote:

AYES: Kozlowski, Rohrbough, Aquino, Chalamcherla, Rodriguez
NOES: None
ABSENT: None
ABSTAIN: None

NEW BUSINESS:

- 9. Resolution No. 11111- A Resolution of the City Council Declaring Parcels APN 070-0092-007, APN 070-0092-009, APN 070-0092-010, and APN 070-0094-011 as Exempt Surplus Land and Authorize Disposition of Said Parcels

Community Development Director Pam Johns made a presentation and responded to questions from the City Council. Public Works Director Mark Rackovan provided additional information in response to Council questions.

Speaker Loretta Hettinger addressed the City Council regarding previous Council actions related to use of rail lines.

Motion by Councilmember Anna Rohrbough, second by Councilmember Mike Kozlowski, to approve Resolution No. 11111. The motion passed by the following roll-call vote:

AYES: Kozlowski, Rohrbough, Aquino, Chalamcherla, Rodriguez
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARING:

- 10. Appeal by Bob Delp of a Historic District Commission Approval of a Design Review Application for the 603 Sutter Street Mixed-Use Building

Mayor Rosario Rodriguez opened the public hearing at 10:32 p.m.

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

Appellant Bob Delp made a presentation to the City Council

Project applicant Ziad Alaywan and applicant counsel Allison Smith, representing Cedrus Holdings Limited Partnership, made a presentation to the City Council.

The following members of the public addressed the City Council:

- 1. Adena Blair
- 2. Loretta Hettinger

Appellant Bob Delp made closing remarks to the City Council.

Project applicant Ziad Alaywan indicated he had no closing remarks to the City Council.

City Attorney Steven Wang, Community Development Director Pam Johns, Principal Planner Steve Banks, and Public Works Director Mark Rackovan responded to questions from the City Council.

Mayor Rosario Rodriguez closed the public hearing.

City Attorney Steven Wang provided further clarification regarding code interpretation.

The project applicant responded to questions from the City Council.

Motion by Councilmember Mike Kozlowski, second by Councilmember Anna Rohrbough to deny the appeal and approve the project.

Councilmember Sarah Aquino suggested a friendly amendment to COA No. 43 to reconstruct the ADA parking spot ramp to provide a ramp (to satisfaction Public Works Department). The amendment was agreed.

The amended motion passed by the following roll-call vote:

AYES: Kozlowski, Rohrbough, Aquino, Chalamcherla, Rodriguez
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS:

Councilmember Sarah Aquino inquired about means to recognize individuals.

Councilmember Mike Kozlowski inquired about a planning process for relocation of the Corp Yard and about using the “Wye” property as an “outpost” for Sacramento County public health services.

Councilmember Anna Rohrbough inquired about clarification of an individual’s “standing” to make an appeal

CITY MANAGER REPORTS:

City Manager Elaine Andersen spoke of a new bridge, bike park repair, Fire Department open hours, and prayers for Israel.

COUNCIL COMMENTS:

Councilmember Anna Rohrbough echoed prayers for Israel.

Councilmember Sarah Aquino spoke of school planning.

Councilmember Mike Kozlowski spoke of SACOG activity.

Mayor Rosario Rodriguez thanked Doug Scalzi

ADJOURNMENT

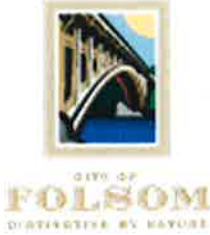
There being no further business to come before the City Council, the meeting was adjourned at 11:59 p.m.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Rosario Rodriguez, Mayor



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11112 – A Resolution Accepting Fiscal Year 2023-24 Department of Alcoholic Beverage Control’s Grant Program Funded by the Office of Traffic Safety Through the National Highway Traffic Safety Administration and Appropriation of Funds
FROM:	Police Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council pass and adopt Resolution No. **11112** – A Resolution Accepting Fiscal Year 2023-24 Department of Alcoholic Beverage Control’s Grant Program Funded by the Office of Traffic Safety Through the National Highway Traffic Safety Administration and Appropriation of Funds

BACKGROUND / ISSUE

The Folsom Police Department has a long history of successful partnerships with a variety of federal, state, and local agencies, including the California Department of Alcoholic Beverage Control (ABC). The acceptance of these grant funds would continue these relationships while providing the opportunity for focused enforcement of alcohol related crimes.

The City of Folsom currently has 259 ABC licensed establishments within our city limits, a relatively high number given the City’s size and population. Under past ABC grants, our personnel have had the opportunity to specifically focus our efforts on alcohol related crimes and licensing requirements.

During the last three years, the Police Department has made 785 arrests for driving under the influence of alcohol/drugs. 191 of those arrests were the result of a vehicle collision and 27 of those collisions resulted in serious bodily injury or death.

It has become clear that previous ABC grants have increased compliance by ABC licensees and their employees. During past grant operations, licensee employees have actually prevented the purchase of alcohol during “shoulder tap” and minor decoy operations. Education and enforcement are key functions of all grant related operations.

Limiting access to alcoholic beverages to minors will be a top priority for FY 2023-24. Based on a recent state-sponsored study, it was noted that alcohol use among minors in the city is higher than the state median. The study mentioned that specific city ordinances, enforcement operations, and target advertising were all effective means to reduce underage drinking.

POLICY / RULE

City Council Resolution 8367 states that grant applications, including any requiring an ongoing commitment of resources or staff, shall be reviewed and approved by the City Council prior to submittal.

ANALYSIS

The Police Department is committed to working in collaboration with our regional partners to find new and innovative ways to protect the public. During FY 2023-24, the Police Department has committed to conducting:

- Four undercover/enforcement operations within problematic establishments.
- Three minor decoy operations designed to deter underage drinking.
- Three shoulder tap operations designed to deter underage drinking.
- A community outreach program that will include presentations at local schools and media releases.

FINANCIAL IMPACT

The grant award is \$35,000 and no matching funds are required from the City. These funds will primarily be used to offset overtime costs for enforcement/education operations.

ATTACHMENTS

Resolution No. **11112** – A Resolution Accepting Fiscal Year 2023-24 Department of Alcoholic Beverage Control’s Grant Program Funded by the Office of Traffic Safety Through the National Highway Traffic Safety Administration and Appropriation of Funds

Submitted,

Richard Hillman, Chief of Police

RESOLUTION NO. 11112

A RESOLUTION ACCEPTING FISCAL YEAR 2023-24 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL'S GRANT PROGRAM FUNDED BY THE OFFICE OF TRAFFIC SAFETY THROUGH THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION AND APPROPRIATION OF FUNDS

WHEREAS, the Department of Alcoholic Beverage Control (ABC), sponsored by the Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration (NHTSA), to fund front-line law enforcement services; and

WHEREAS, the grant funding available to the City of Folsom for Fiscal Year 2023-24 is \$35,000; and

WHEREAS, these state funds are separate and apart from the proposed allocations from the City's general fund and an additional appropriation is needed; and

WHEREAS, the Chief of Police has requested to allocate and appropriate these funds for the implementation of enforcement and education activities to reduce alcohol related crimes; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby authorizes the use of the state funding in accordance with the request of the Chief of Police to conduct enforcement and education activities to reduce alcohol related crimes.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate an additional \$35,000 as expenditures and as intergovernmental revenue in the General Fund (Fund 010) to the Police Department budget in Fiscal Year 2023-24.

PASSED AND ADOPTED this 24th day of October 2023, by the following roll-call vote:

- AYES:** Council Member(s):
- NOES:** Council Member(s):
- ABSENT:** Council Member(s):
- ABSTAIN:** Council Member(s):

Rosario Rodriguez, MAYOR

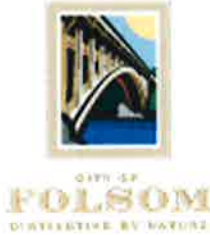
ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
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Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11113 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of Two F550 Trucks and Installation of Dump Beds on Both
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends that the City Council pass and adopt Resolution No. 11113 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of Two F550 Trucks and Installation of Dump Beds on Both.

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 is for the replacement of two F550 dump trucks to be used by the Utility Maintenance division that have exceeded their expected service life in terms of age, mileage and ongoing maintenance costs. These vehicles are essential for maintenance of the water and sewer infrastructure and therefore for safeguarding the health and safety of the Folsom community.

This resolution authorizes the City Manager to execute an agreement with Folsom Lake Ford for the purchase of two F550 bare frame cab and chassis trucks costing \$79,747 each, with the separate installation of dump beds at an estimated cost not to exceed \$50,000 per truck, for a total not-to-exceed amount of \$259,494.

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 \$70,952 or greater shall be awarded by the City Council.

Section 2.36.140 of the Folsom Municipal Code permits award of a contract without competition when there is only one source for the required equipment.

ANALYSIS

On June 8, 2021 through Resolution No. 10635, City Council approved purchase of 6 vehicles from Folsom Lake Ford for use by the Environmental and Water Resources Department. The vehicles authorized to be purchased through this Resolution included an F550 Dump Truck to be used by the Utility Maintenance Wastewater division.

On December 13, 2022 through Resolution No. 10956, City Council approved the execution of an agreement with National Auto Fleet Group for the purchase of a second F550 Dump Truck. This vehicle was for the Utility Maintenance Water division.

In December 2022, due to global supply chain disruptions and associated uncertainty about the quantity of trucks they would be able to supply, Ford introduced a Super Duty Allocation Program. Through this program the City of Folsom was allocated only 1 unit for the 2023 model year. Pending orders, including all vehicles associated with Resolution Nos. 10635 and 10956, were canceled by Ford. Funds allocated for these purchases were retained in the budget to be available to cover replacement orders.

The vehicles to be replaced through Resolution Nos. 10635 and 10956 were purchased in 2004 and 2002 respectively. With failing hydraulics on both, the beds cannot be lifted when there is a full load and therefore the vehicles cannot be used to their full potential, in turn reducing overall work efficiency. Additionally, due to the age of the vehicles, availability of the spare parts necessary for repairs is very limited. These vehicles are necessary for maintenance of the water and sewer infrastructure, and access to reliable, fully operational dump trucks is essential for safeguarding the health and safety of the Folsom community.

In September 2023 Folsom Lake Ford notified the City that they have two F550 trucks scheduled to be delivered and available for purchase for the price of \$79,747 per vehicle. The available vehicles are bare frame cab and chassis so separate purchase and installation of dump beds would be necessary for the vehicles to meet the requirements of the Utility Maintenance division. City Fleet staff estimate that installation of dump beds by Knapheide will cost no more than \$50,000 per truck and can be completed within 9 months.

Supply chain issues have been impacting the automotive industry for several years now. Availability of the vehicles needed by the Utility Maintenance division is extremely limited, and direct order purchases for vehicles of this type from all manufacturers requires a significant

lead time in excess of a year coupled with the risk of orders being canceled by vendors, which was the case with the City's purchase in 2022. There is much uncertainty about how this industry will correct over the next couple of years specifically for these built-to-order items, resulting in no other source to procure these necessary heavy duty Dump Trucks for the Department.

Based on the unavailability of other sources to procure the heavy duty Dump Trucks, City Fleet staff recommends purchasing the available F550s from Folsom Lake Ford. After taking into account the additional time for the installation of dump beds, this purchase will still facilitate having new Dump Trucks available for City use within a much shorter time frame than placing a direct order. Additionally, the risk of cancelation of a direct order is removed.

The Environmental and Water Resources Department is requesting City Council approve this resolution to purchase these urgently needed vehicles essential for EWR operations, and to then proceed to have dump beds installed on each, to replace the two aging dump trucks with failing hydraulics.

FINANCIAL IMPACT

Sufficient funds are budgeted and available in the FY 2023-24 Wastewater Operating Fund (Fund 530) and in the FY 2023-24 Water Operating Fund (Fund 520) for the requested vehicles. The cost of the vehicles will be divided between funds applying \$79,747 to each for a total purchase price of \$159,494.

Sufficient funds are also budgeted and available in the FY 2023-24 Wastewater Operating Fund (Fund 530) and in the FY 2023-24 Water Operating Fund (Fund 520) for the purchase and installation of dump beds on the vehicles, at a cost not-to-exceed \$50,000 per truck.

The replaced vehicles will be disposed of as surplus property in accordance with Section 2.36.220 of the Folsom Municipal Code.

ENVIRONMENTAL REVIEW

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

ATTACHMENT

Resolution No. 11113 – A Resolution Authorizing the City Manager to Execute an Agreement with Folsom Lake Ford for the Purchase of Two F550 Trucks and Installation of Dump Beds on Both

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 11113

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF TWO F550 TRUCKS AND INSTALLATION OF DUMP BEDS ON BOTH

WHEREAS, Environmental and Water Resources Department staff has validated the need to purchase two F550 trucks based on an approved replacement schedule; and

WHEREAS, these vehicles are essential for maintenance of the water and sewer infrastructure and therefore for safeguarding the health and safety of the Folsom community; and

WHEREAS, the purchases are replacements for orders previously approved by City Council, but canceled by Folsom Lake Ford due to unanticipated supply chain issues; and

WHEREAS, Folsom Lake Ford has two bare frame cab and chassis F550 trucks inbound and available for purchase for \$79,747 per vehicle; and

WHEREAS, it is estimated that purchase and installation of a dump bed on each truck can be completed within nine months, for no more than \$50,000 per vehicle; and

WHEREAS, no other source is available to procure these necessary heavy duty Dump Trucks for the Department within a reasonable timeframe; and

WHEREAS, sufficient funds are budgeted and available in the Wastewater Operating Fund (Fund 530) for purchase of one of the vehicles in the amount of \$79,747 and the associated dump bed purchase and installation in an amount not to exceed \$50,000; and

WHEREAS, sufficient funds are budgeted and available in the Water Operating Fund (Fund 520) for purchase of the other vehicle in the amount of \$79,747 and the associated dump bed purchase and installation in an amount not to exceed \$50,000; 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 two F550s trucks for a total purchase price of \$159,494 and subsequent installation of dump beds on the vehicles at a cost not-to-exceed \$50,000 per truck.

PASSED AND ADOPTED this 24th day of October, 2023, by the following roll-call vote:

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

Rosario Rodriguez, MAYOR

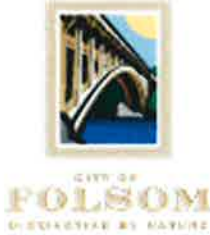
ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11114 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Braun Industries, Inc. for One Type 1 Ambulance
FROM:	Fire Department

RECOMMENDATION / CITY COUNCIL ACTION

The Fire Department recommends that the City Council pass and approve Resolution No. 11114 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Braun Industries, Inc. for One Type 1 Ambulance

BACKGROUND / ISSUE

The Fire Department provides a paramedic-based level of pre-hospital emergency ground transportation for sick and injured persons throughout all areas of the City of Folsom. The Fire Department provides this level of service through three ground ambulances that are staffed and deployed daily. The Fire Department also maintains two mechanical reserve ambulances to support community service delivery if necessary.

All ambulances currently operated by the Fire Department have more than 120,000 road miles and require significant maintenance to keep them in service. To maintain reliable ambulance transport service delivery levels, the Fire Department proposes to “tag-on” to the “Houston Galveston Area Council Public Safety Project (HGACBuy).” HGACBuy is a government-to-government cooperative purchasing program. Its enabling legislation allows for HGACBuy to act nationwide on behalf of local governments, special districts, and private non-profits providing a government service. This allows them to use any of HGACBuy's competitively procured contracts for goods and services. Through this relationship, the purchaser is covered by the HGACBuy procurement. HGACBuy's procurement process includes research,

preparation of specifications, pre-bid and preproposal conferences, legal notice posting and advertising, bid/proposal review, and contract execution.

The ambulance manufacturing industry in North America is experiencing lead times more than 40 months on newly purchased ambulances. The Fire Department has an opportunity to add an additional ambulance to the four ambulances purchased in FY 2021-22 and FY 2022-23. The four ambulances purchased in FY 2021-22 and FY 2022-23 have an expected delivery date of April 2024. The Fire Department has the opportunity to add an additional Type 1 Ambulance to the builder's queue and accept delivery along with the four ambulances within six months.

POLICY / RULE

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 \$70,952 or greater shall be awarded by City Council.

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

ANALYSIS

The primary mission of our ambulances is emergency medicine and transportation to the regional hospital emergency departments. Fire Department staff members are firefighters who are also licensed as paramedics. Firefighters assigned to an ambulance frequently respond to fire, rescue, and hazardous materials incidents in both the City of Folsom and the region. The City of Folsom's three on-duty ambulances respond to over 7,500 calls for service on an annual basis.

The current ambulance fleet is becoming less reliable as we extend their expected service life. Excessive maintenance issues associated with the vehicle motor, chassis, and air conditioning systems are resulting in our front-line ambulances being unavailable for service use.

Braun Industries, Inc. represents ambulance manufacturers that are International Organization for Standardization (ISO) Quality Management Standard No. 9001 certified. With this ISO certification, their minimum "standards" exceed most of the technical specifications submitted by the Fire Department which will result in an increased service life, greater fabrication standards, improved safety features, superior electrical wiring, and vehicle paint durability. RedSky Emergency Vehicles is also a cooperative member of the HGACBuy program.

The Fire Department consulted with the City Attorney's Office on this purchasing method. The City Attorney's Office concurs that a cooperative purchase using the HGACBuy program is permissible under Section 2.36.170 of the Folsom Municipal Code.

FINANCIAL IMPACT

The contract with Braun Industries, Inc. for one Type 1 Ambulance is \$479,538.70 with a 4% contingency (\$19,181.55) for a total amount not to exceed \$498,720.25.

One (1) Braun Type 1 Chief XL Ambulance on 2024 Dodge 5500, 4 x 2, Diesel Powered Chassis		\$443,180.00
Tire Fee		\$12.25
Misc. Fee (HGAC)		\$2,000.00
Total Apparatus Cost		\$445,192.25
<i>Sales Tax @ 7.75%</i>		\$34,346.45
Total Purchase		\$479,538.70
<i>4% Contingency</i>		<i>\$19,181.55</i>

The approved Fiscal Year 2023-24 Fire Department Budget in the General Fund (Fund 010) includes funds for the purchase of one ambulance. This payment will be made during Fiscal Year 2023-24 upon delivery of the Type I ambulance.

ENVIRONMENTAL REVIEW

This report concerns administrative activities that do not constitute a "project" as defined by section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is otherwise exempt pursuant to sections 15061(b)(3) and 15378(b)(2).

ATTACHMENTS

1. Resolution No. 11114 – A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Braun Industries, Inc. for One Type 1 Ambulance

Submitted,

Ken Cusano, Fire Chief

RESOLUTION NO. 11114

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH BRAUN INDUSTRIES, INC. FOR ONE TYPE I AMBULANCE

WHEREAS, the Fire Department has completed extensive research and validated the need to acquire an additional Type I ambulance; and

WHEREAS, staff reviewed and recommended acceptance of the proposal from Braun Industries, Inc.; and

WHEREAS, the process used is consistent with the City’s Cooperative Purchasing procedures as found in FMC Section 2.36.170; and

WHEREAS, the purchase of one ambulance is \$479,538.70 and a 4% contingency in the amount of \$19,181.55 for a total amount of \$ 498,720.25; and

WHEREAS, the purchase of one ambulance was budgeted and funds are available in the Fiscal Year 2023-24 Fire Department Budget in the General Fund (010);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a purchase agreement, in a form acceptable to the City Attorney, with Braun Industries, Inc. to acquire one Type 1 ambulance for the total amount not to exceed \$498,720.25.

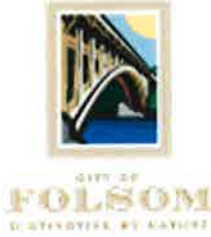
PASSED AND ADOPTED on this 24th day of October 2023, by the following roll-call vote:

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

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11115 - A Resolution Authorizing the Public Works Department to Install All-Way Stop Sign Control at the Intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11115 - A Resolution Authorizing the Public Works Department to Install All-Way Stop Sign Control at the Intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive.

BACKGROUND / ISSUE

The Public Works Department received a request to install an all-way stop sign at the intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive in the Folsom Plan Area. Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive are residential streets with existing stop sign control on the Stone Ridge Drive approaches.

A petition requesting the existing side street two-way stop sign be converted to an all-way stop controlled intersection was circulated by the concerned resident. The petition was returned with signatures from 17 nearby households, including all of the homes directly adjacent to the intersection.

City staff performed multiple visits to the intersection and found that line of sight while traveling westbound on Stone Ranch Drive and looking right onto Gopher Ridge Drive was obstructed due to the curvature in the roadway and the visibility of oncoming vehicles being blocked if a vehicle was parked in the driveway at 3376 Gopher Ridge Drive.

As with most residential intersections, the stop signs are not warranted based on traffic volume, safety, or right-of-way, and the petitioners were advised that the stop signs may not be an effective speed deterrent.

POLICY / RULE

Chapter 10.12 of the Folsom Municipal Code grants the City Council final authority with respect to the placement of new stop signs.

ANALYSIS

This item was considered by the Traffic Safety Committee at its August 24, 2023 meeting, and the Committee voted unanimously for all-way stop control; the minutes from that meeting are attached to this report.

FINANCIAL IMPACT

Installation of new signs and markings should not exceed \$6,000 and will be paid out of the Traffic Safety Projects, Project No. 8023, which was included in the Fiscal Year 2023-24 Capital Improvement Plan and is funded through Measure A (Fund 276).

ENVIRONMENTAL REVIEW

This project has been deemed categorically exempt from environmental review.

ATTACHMENTS

1. Resolution No. 11115 - A Resolution Authorizing the Public Works Department to Install All-Way Stop Sign Control at the Intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive
2. Meeting Minutes – Traffic Safety Committee, August 24, 2023
3. Map of Intersection

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

Attachment 1
Resolution No. 11115

RESOLUTION NO. 11115

**A RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO
INSTALL ALL-WAY STOP SIGN CONTROL
AT THE INTERSECTION OF
STONE RANCH DRIVE AND GOPHER RIDGE DRIVE/ROCK HEARTH DRIVE**

WHEREAS, the Public Works Department received a request to evaluate traffic safety at the intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive; and

WHEREAS, the intersection is currently side street stop controlled on Stone Ridge Drive; and

WHEREAS, the Traffic Safety Committee reviewed the request at its August 24, 2023 meeting and voted unanimously to recommend all-way stop control once a neighborhood petition had been completed; and

WHEREAS, sufficient funds are budgeted and available in the Traffic Safety Projects, Project No. 8023, which was included in the Fiscal Year 2023-24 Capital Improvement Plan, utilizing the Measure A Fund (Fund 276); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the Public Works Department to install all-way stop sign control at the intersection of Stone Ranch Drive and Gopher Ridge Drive/Rock Hearth Drive.

PASSED AND ADOPTED this 24th day of October 2023, by the following roll-call vote:

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

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

Meeting Minutes – Traffic Safety Committee August 24, 2023



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Traffic Safety Committee

Meeting Minutes

City Council Chambers | 50 Natoma Street, Folsom CA 95630
August 24, 2023
4:00 PM

1. CALL TO ORDER

Chair Bailey called the meeting to order at 4:02 p.m.

2. ROLL CALL:

PRESENT: S. Bailey, Z. Bosch, J. Brausch, K. Goddard, D. Rojo (subbing for T. Galovich),
M. Washburn (arrived at 4:10 and left at 5:08)

ABSENT: M. McGee

3. MINUTES

Approval of the Minutes of the May 25, 2023, Regular Meeting.

Goddard motioned to accept the minutes.

Bosch seconded the motion.

Motion carried with the following vote:

AYES: Bailey, Bosch, Brausch, Goddard, Rojo

ABSTAIN: None

ABSENT: McGee, Washburn

4. BUSINESS FROM THE FLOOR/GOOD OF THE ORDER

Bret Wyatt asked that the 4-way stop sign at Iron Point Road and Carpenter Hill Road be a future Traffic Safety Committee item. He asked for tree trimming around the signage at that intersection.

Mike Edwards spoke regarding Vista Del Lago students parking on his street, Caversham Way.

Committee Member Brausch spoke concerning the Scott Road & Riley Street intersection. She also asked if it might be possible and beneficial to have the Police Department provide regular information on accidents that have occurred.

Richard Briebec spoke regarding widening and improving Riley Street from the Sutter Street area to East Natoma Street. He had suggestions for adjusting the timing of lights to facilitate easier traffic flow. He arrived late to the meeting, and this comment was made between items 5a and 5b.

5. ACTION/DISCUSSION ITEMS

Neighborhood Issues

a. Petition for Tobrurry Way

Public Comments were made by Scott Wilson (he also showed a 3 minute video), Jim Vonderworth, and Mike McShane.

The Traffic Safety Committee recommends that the city install “NO STOPPING 10 PM-6 AM” signs along Tobrurry Way in the areas identified in the staff report. They recommend evaluating this item six months after the signs are installed.

Bosch proposed the motion.

Goddard seconded the motion.

Motion carried with the following vote:

AYES: Bailey, Bosch, Brausch, Goddard, Rojo

ABSTAIN: None

ABSENT: McGee, Washburn

b. All Way Stop Sign request at Stone Ranch Drive and Rock Hearth Drive / Gopher Ridge Drive

The Traffic Safety Committee recommends that the Committee recommend to City Council that the intersection of Stone Ranch Drive and Rock Hearth Drive / Gopher Ridge Drive be converted to an all-way stop sign to accommodate pedestrian access to the nearby trail and address line of sight concerns.

Bosch proposed the motion.

Bailey seconded the motion.

Motion carried with the following vote:

AYES: Bailey, Bosch, Brausch, Goddard, Rojo

ABSTAIN: None

ABSENT: McGee, Washburn

c. Police Department request for Mid-Block Crosswalk from 46 Natoma Street to 11 Natoma Street

The Traffic Safety Committee recommends approving the proposed crosswalk to be designed and installed at the earliest convenience of the Public Works Department. This installation should include maintenance of the trees to improve the line of sight for new signage and the installation of the necessary ADA ramp to allow for ADA access.

Bosch proposed the motion.

Bailey seconded the motion.

Motion carried with the following vote:

AYES: Bailey, Bosch, Brausch, Goddard, Rojo

ABSTAIN: None

ABSENT: McGee, Washburn

6. INFORMATIONAL ITEMS

a. Traffic Safety Committee Action Item Updates

Bosch answered questions asked by committee members regarding the spreadsheet of Traffic Safety Committee Action Item Updates. He said RRFB and radar feedback sign installations are expected approximately six months after approval due to material shortages. This includes the S. Lexington Drive radar feedback signs.

b. Upcoming Traffic Safety Committee Items

Natoma Station Drive at Ashcat Way will be a future agenda item.

Randall Drive traffic calming will be a future agenda item.

Committee Member Brausch suggested improvements to the Montrose Drive intersection between Target and Trader Joe's.

Owl Meadow Street and Carpenter Hill Road Stop Sign Radar Feedback sign will be moved to a better location.

Committee Chair Scott Bailey mentioned meeting with state leaders to discuss the 85th percentile rule for determining speed limits. Further collaborative efforts are ongoing between Committee Member Bosch and the offices of Assemblyman Hoover and Senator Niello.

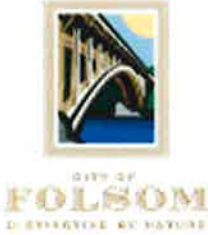
7. ADJOURNMENT

Meeting adjourned at 5:50 p.m.

Attachment 3

Map of Intersection





Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11116 – A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2023
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

The Community Development Department recommends that the City Council pass and adopt Resolution No. 11116 - A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2023.

BACKGROUND / ISSUE

Trees are a treasured asset in Folsom and have widespread value and benefits to our community. Folsom’s new 2035 General Plan outlines policies for tree preservation, planting of native species, as well as tree planting for shade, community beautification, and to reduce the heat island effect.

The City’s original Tree Preservation Ordinance (Chapter 12.16 of the Folsom Municipal Code) was adopted in 1996. On January 14, 2020, the City Council introduced an update to the Tree Preservation Ordinance to address specific gaps, ambiguities and incorporate current best management practices so that the regulations are clear, easy to follow, and help preserve and maintain healthy trees in Folsom (second reading and adoption on January 28, 2020). At the same time, the City Council updated the Tree Mitigation Fees to better align with cost of replacement planting and maintenance. The new Ordinance and corresponding Tree Mitigation Fee went into effect April 1, 2020.

Under both the old and new Tree Preservation Ordinance, one option for mitigation to remove a protected tree is payment of an in-lieu fee. In-lieu fee payments are put into the City's Tree Planting and Replacement Fund, which can and have been used for tree planting and revegetation projects, to purchase tree mitigation sites, and for the retention of a City Arborist over the years. In January 2020, the City Council voted in support of staff's recommendation to augment city programs by adopting Resolution No. 10385 - A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2023 and Appropriation of Funds.

Currently, the City has one Arborist overseeing all tree permits, landscape plan reviews associated with development activity, monitoring tree planting and construction activity around protected trees, monitoring tree mitigation plantings, and facilitating annual Arbor Day activities. Given the volume and corresponding focus on development activity over the last several years, the Tree Planting and Replacement Fund has maintained a positive cash balance throughout the duration of the 2020 contract with Sacramento Tree Foundation.

In order to continue expanding the City's tree canopy/urban forest consistent with the 2035 General Plan and as intended through the Tree Planting and Replacement Fund, staff is recommending a renewed partnership with Sacramento Tree Foundation over the next three-year period to carry on and improve the tree programs created with the 2020 contract and continue providing services for tree planting and maintenance using the Tree Planting and Replacement Fund.

POLICY / RULE

Folsom Municipal Code Section 2.36 requires that contracts in excess of \$70,952 be awarded by the City Council.

ANALYSIS

In 2019, a Request for Proposals was distributed to tree service companies and organizations in the region and posted to the City's website. The City received three proposals and a City proposal review team ranked the proposals, ultimately choosing the Sacramento Tree Foundation to provide the requested services. Specifically, the services are intended to increase the City's urban forest through new programs and services for tree planting, replacement and maintenance as outlined below.

1. New Programs. Sacramento Tree Foundation would create and implement new tree programs, materials and events in Folsom including, but not limited to the following:
 - a) Create a program to work with existing neighborhoods through neighborhood associations and other homeowner groups utilizing outreach techniques to plant, maintain, supplement, and/or replace street trees as appropriate, leveraging and administering SMUD Shade Tree Program.

- b) Create and market volunteer programs and events to enhance the City's urban forest (e.g., Annual Fall Tree Planting, Community Service Day Projects).
- c) Engage with community groups, HOAs, and residents through farmers markets, meetings, and community events to market events and rally volunteers.
- d) Create educational, marketing and outreach materials regarding the value and proper maintenance of trees.
- e) Create long term maintenance and replacement programs for existing street tree corridors (succession planning, under-canopied areas).

At a minimum, Sacramento Tree Foundation would provide a dedicated half-time on-site staff resource, along with supplemental staffing expertise (off-site) in support of approved programs for an anticipated three-year period. The cost of supplemental expertise for creation and implementation of these programs would be based on time and materials with fixed hourly bill rates not to exceed an annual cost of \$90,000 and total cost of \$270,000 for the three-year period.

2. Native Tree Replacement Program. Sacramento Tree Foundation would create and manage a Native Tree Replacement Program to facilitate replacement planting and maintenance funded by the City's tree mitigation fees. The program goal is to plant and maintain up to 100 replacement inches of native trees on property owned or maintained by the City of Folsom each year for the next three years. As outlined in the Nexus Study for the 2020 increase in the Tree Mitigation Fee, the estimated cost for one-inch native tree replacement including the planting plan/design, site preparation, irrigation, planting materials, labor, irrigation and vegetation management, monitoring and replacement for a three-year period to ensure 100% survival of mitigation trees is approximately \$389. Cost will vary depending on replanting project scale, location, tree size and species, irrigation method, etc.

Each year, City Staff will identify one or more priority tree planting projects with a general project description for each project. Sacramento Tree Foundation would then prepare a planting, irrigation and maintenance plan along with a corresponding cost estimate for each of the priority projects based generally on the per unit cost estimates outlined in the contract. City Staff will work with the Sacramento Tree Foundation to finalize plans and authorize work to proceed on the specific tree planting projects with a total annual cost not to exceed \$125,000 and a total cost of \$375,000 for the three-year period.

The total contract with Sacramento Tree Foundation would be in the amount of \$215,000 per year for 3 years for a total of \$645,000.

FINANCIAL IMPACT

This project was included in the City's Fiscal Year 2023-24 Operating Budget and funds for year one of the contract in the amount of \$215,000 are budgeted and available in the Tree

Planting and Replacement Fund (Fund 226).. The additional two years will be budgeted during the future budget processes.

ENVIRONMENTAL REVIEW

Program and planting services are exempt from environmental review.

ATTACHMENT

Resolution No. 11116 – A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2023.

Submitted,

A handwritten signature in blue ink, appearing to read "Pam Johns", followed by a long horizontal line extending to the right.

Pam Johns, Community Development Director

RESOLUTION NO. 11116

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SACRAMENTO TREE FOUNDATION FOR TREE PROGRAMS AND TREE PLANTING AND MAINTENANCE FOR THREE YEARS COMMENCING 2023

WHEREAS, the City desires to improve and expand the City’s tree canopy/urban forest consistent with the 2035 General Plan Staff by creating and implementing new tree programs and services for tree planting and maintenance using the Tree Planting and Replacement Fund; and

WHEREAS, Sacramento Tree Foundation responded to the Request for Proposals and was chosen by City staff to provide the program, planting and maintenance services; and

WHEREAS,. the renewed agreement would be in the amount of \$215,000 per year for three years, for a total not-to-exceed amount of \$645,000; and

WHEREAS, sufficient funds for year one of the contract are budgeted and available in the City’s Fiscal Year 2023-24 Operating Budget in the Tree Planting and Replacement Fund (Fund 226); and

WHEREAS, the agreement will be in a form acceptable to the City Attorney: (as applicable to contracts)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance in the amount of \$215,000 annually for a three-year period, for a not to exceed amount of \$645,000 Commencing 2023; and

PASSED AND ADOPTED this 24th day of October, 2023, by the following roll-call vote:

- AYES:** Council Member(s):
- NOES:** Council Member(s):
- ABSENT:** Council Member(s):
- ABSTAIN:** Council Member(s):

Rosario Rodriguez, MAYOR

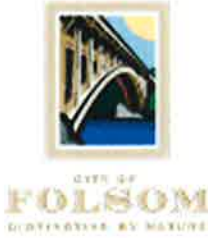
ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11117 - A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Toll Brothers at Folsom Ranch Phase 2A Subdivision, and Approval of the Final Map for the Toll Brothers at Folsom Ranch Phase 2A Subdivision
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

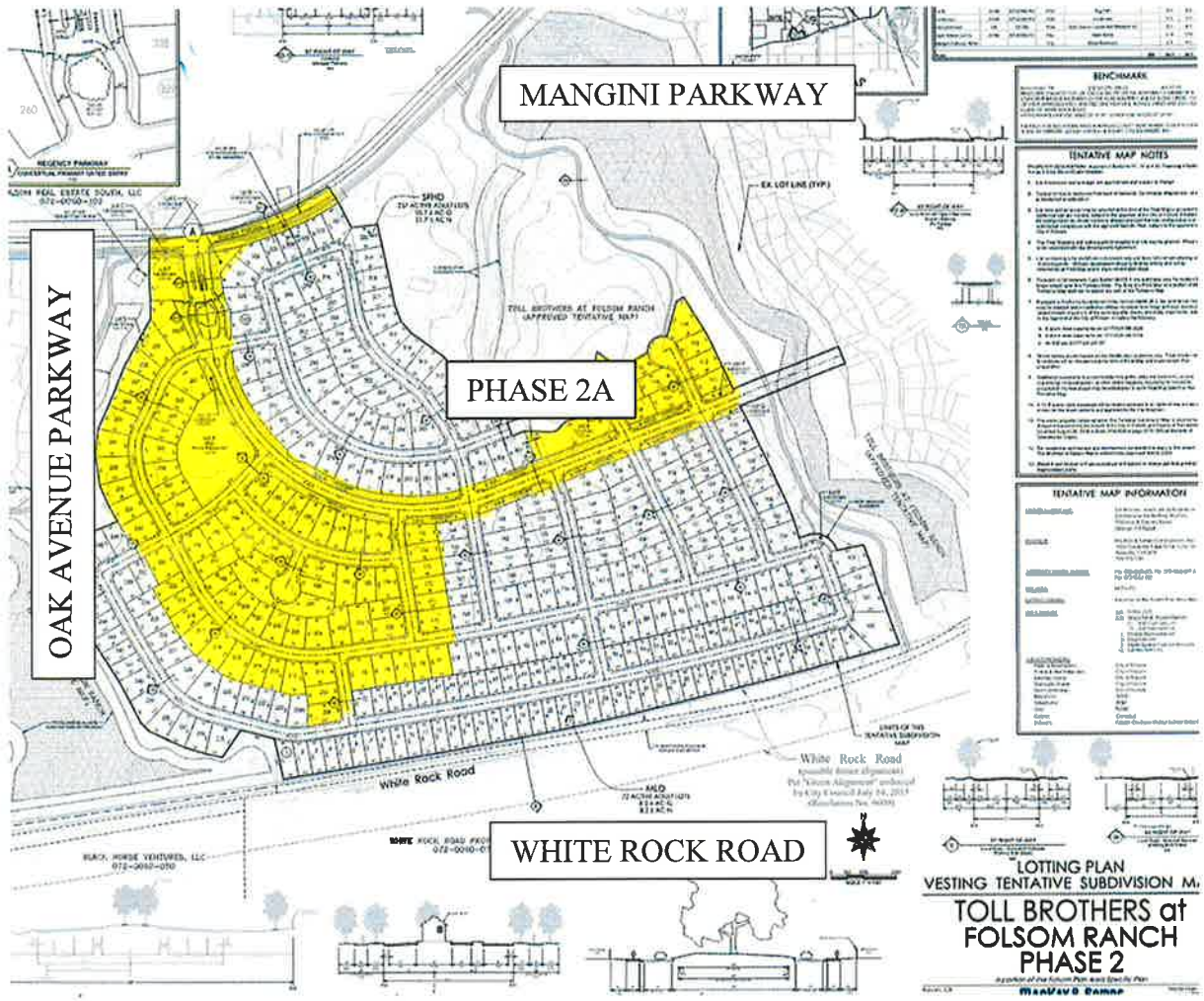
Staff recommends that the City Council move to adopt:

Resolution No. 11117– A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Toll Brothers at Folsom Ranch Phase 2A Subdivision, and Approval of the Final Map for the Toll Brothers at Folsom Ranch Phase 2A Subdivision

BACKGROUND / ISSUE

The Vesting Tentative Subdivision Map (VTSM) for the Toll Brothers at Folsom Ranch Phase 2A Subdivision was approved by the City Council on January 11, 2022.

The action for consideration by the City Council is the approval of the Final Map and Subdivision Improvement Agreement for the Toll Brothers at Folsom Ranch Phase 2A Subdivision. The Final Map for the Toll Brothers at Folsom Ranch Phase 2A Subdivision will create a total of 86 single-family high density (SFHD) residential lots. With the approval of the Final Map, the subdivision process for this phase will be complete.



The Toll Brothers at Folsom Ranch Phase 2A Subdivision is located on the north side of White Rock Road, east of Oak Avenue Parkway, south of Mangini Parkway 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 Toll Brothers at Folsom Ranch Phase 2A 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 Toll Brothers at Folsom Ranch Phase 2A 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 Specific Plan EIR/EIS was previously adopted by the City Council on March 10, 2020 for the Toll Brothers at Folsom Ranch project in accordance with the California Environmental Quality Act (CEQA). The applicant prepared an environmental memorandum for the Toll Brothers at Folsom Ranch Phase 2 Subdivision project that demonstrates that no new or substantially more adverse impacts would occur through implementation of the proposed project. As a result, no new environmental document is required, consistent with State CEQA Guidelines Section 15162(b).

ATTACHMENTS

1. Resolution No.11117 - A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Toll Brothers at Folsom Ranch Phase 2A Subdivision, and Approval of the Final Map for the Toll Brothers at Folsom Ranch Phase 2A Subdivision
2. Toll Brothers at Folsom Ranch Phase 2A Subdivision Improvement Agreement
3. Toll Brothers at Folsom Ranch Phase 2A Subdivision Final Map
4. Toll Brothers at Folsom Ranch Phase 2A Vesting Tentative Subdivision Map
5. Table of Conditions of Approval for the Toll Brothers at Folsom Ranch Phase 2A Vesting Tentative Subdivision Map

Submitted



PAM JOHNS, Community Development Director

ATTACHMENT 1

A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Toll Brothers at Folsom Ranch Phase 2A Subdivision, and Approval of the Final Map for the Toll Brothers at Folsom Ranch Phase 2A Subdivision

RESOLUTION NO. 11117

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT OFFERS OF DEDICATION FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2A SUBDIVISION, AND APPROVAL OF THE FINAL MAP FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2A SUBDIVISION

WHEREAS, the Final Map for the Toll Brothers at Folsom Ranch Phase 2A 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 Toll Brothers at Folsom Ranch Phase 2A 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 Toll Brothers at Folsom Ranch Phase 2A subdivision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the Final Map for the Toll Brothers at Folsom Ranch Phase 2A subdivision is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Subdivision Improvement Agreement with Toll West, Inc. which will do business in California as Toll Brothers West, Inc. in a form acceptable to the City Attorney and accept the offers of dedication for the Toll Brothers at Folsom Ranch Phase 2A subdivision.

PASSED AND ADOPTED this 24th day of October 2023, by the following roll-call vote:

AYES: Council Member(s)

NOES: Council Member(s)

ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

Rosario Rodrigues, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Toll Brothers at Folsom Ranch Phase 2A 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 _____, 2023, by and between the **City of Folsom**, hereinafter referred to as "City", and **Toll West, Inc. which will do business in California as Toll Brothers West, Inc., a Delaware 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 **Toll Brothers at Folsom Ranch Phase 2A Subdivision** 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 **TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND TWO HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$2,817,283.00)**.
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 **TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND TWO HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$2,817,283.00)** 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 **TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND TWO HUNDRED EIGHTY-**

THREE AND 00/100 DOLLARS (\$2,817,283.00), 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:

**Toll West, Inc. which will do business in California as Toll Brothers West, Inc., a
 Delaware Corporation
 2330 East Bidwell Street, Suite 201
 Folsom, CA 95630
 ATTN; Greg Van Dam, Vice President – Land Development**

Notices required to be given surety, if any, of Subdivider shall be addressed as follows:

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

**Toll West, Inc. which will do business in California as Toll Brothers West, Inc.,
A Delaware Corporation**

BY: _____ BY: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

DATE _____ 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:

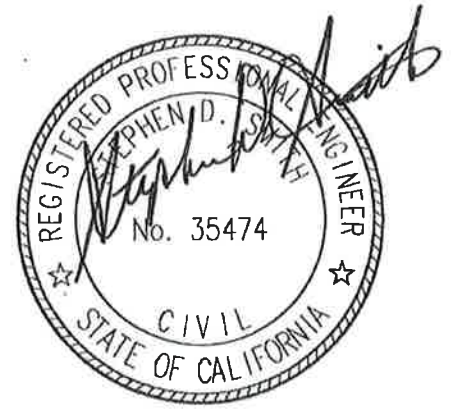
Steven Wang
CITY ATTORNEY
DATE _____

NOTICE: SIGNATURE(S) ON BEHALF OF "SUBDIVIDER" MUST BE NOTARIZED
Certificate of Acknowledgement pursuant to Civil Code, Section 1189, must be attached.
SUBDIVISION AGREEMENT – Toll Brothers at Folsom Ranch Phase 2A Subdivision

EXHIBIT A

Bond Estimate
for
Improvement Plans
Folsom Ranch Phase 2A

by
Mackay & Somps
within the
Folsom Plan Area




MACKEY & SOMPS

ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150 | Roseville, CA 95678 | (916) 773-1189

Summary Phase 2A	Total Cost	Cost to Complete
TOTALS	\$ 6,200,998	\$ 2,817,283

FOLSOM PLAN AREA
 Bond Estimate for
 Improvement Plans for Project Phase 2A

10/2/2023


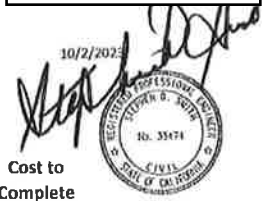
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	% Complete	Cost to Complete
Site Preparation							
1.	32	AC	Clearing & Grubbing	\$ 200.00	\$ 6,400.00	100%	\$ -
2.	32	AC	Erosion Control	\$ 1,000.00	\$ 32,000.00	100%	\$ -
Subtotal Site Preparation					\$ 38,400.00		\$ -
Sanitary Sewer System							
1.	1,508	LF	6" Sanitary Sewer, PVC SDR 26	\$ 50.00	\$ 75,400.00	100%	\$ -
2.	5,105	LF	8" Sanitary Sewer, PVC SDR 26	\$ 70.00	\$ 357,350.00	100%	\$ -
3.	21	EA	48" Standard Sanitary Sewer Manhole	\$ 4,500.00	\$ 94,500.00	100%	\$ -
4.	3	EA	60" Standard Sanitary Sewer Manhole	\$ 6,500.00	\$ 19,500.00	100%	\$ -
5.	1	EA	60" Standard Sanitary Sewer Manhole (Epoxy Lined)	\$ 10,000.00	\$ 10,000.00	100%	\$ -
6.	1	EA	6" Flushing Branch	\$ 1,500.00	\$ 1,500.00	100%	\$ -
7.	109	EA	4" Sanitary Sewer Service	\$ 1,000.00	\$ 109,000.00	100%	\$ -
8.	1	EA	Connect to Existing Sewer Main	\$ 500.00	\$ 500.00	100%	\$ -
Subtotal Sanitary Sewer System					\$667,750.00		\$0.00
Storm Drain System							
1.	50	LF	6" Storm Drain, PVC SDR 26	\$ 35.00	\$ 1,750.00	100%	\$ -
2.	1,888	LF	12" Storm Drain, RCP CL V	\$ 50.00	\$ 94,400.00	100%	\$ -
3.	340	LF	15" Storm Drain, RCP CL III	\$ 55.00	\$ 18,700.00	100%	\$ -
4.	350	LF	18" Storm Drain, RCP CL III	\$ 60.00	\$ 21,000.00	100%	\$ -
5.	1,509	LF	24" Storm Drain, RCP CL III	\$ 65.00	\$ 98,085.00	100%	\$ -
6.	410	LF	30" Storm Drain, RCP CL III	\$ 70.00	\$ 28,700.00	100%	\$ -
7.	1,186	LF	36" Storm Drain, RCP CL III	\$ 80.00	\$ 94,880.00	100%	\$ -
8.	161	LF	42" Storm Drain, RCP CL III	\$ 90.00	\$ 14,490.00	100%	\$ -
9.	1,069	LF	48" Storm Drain, RCP CL III	\$ 100.00	\$ 106,900.00	100%	\$ -
10.	16	EA	48" Standard Storm Drain Manhole	\$ 5,000.00	\$ 80,000.00	100%	\$ -
11.	17	EA	60" Standard Storm Drain Manhole	\$ 7,000.00	\$ 119,000.00	100%	\$ -
12.	11	EA	72" Standard Storm Drain Manhole	\$ 9,000.00	\$ 99,000.00	100%	\$ -
13.	1	EA	96" Storm Drain Manhole	\$ 14,500.00	\$ 14,500.00	100%	\$ -
14.	1	EA	7' x 7' Junction Box	\$ 38,000.00	\$ 38,000.00	100%	\$ -
15.	24	EA	Type GOL-7 (On-Grade) Drainage Inlet	\$ 4,500.00	\$ 108,000.00	100%	\$ -
16.	20	EA	Modified Type 'B' Drainage Inlet	\$ 3,500.00	\$ 70,000.00	100%	\$ -
17.	1	EA	12" Flared End Section	\$ 1,000.00	\$ 1,000.00	100%	\$ -
18.	1	EA	15" Flared End Section	\$ 1,200.00	\$ 1,200.00	100%	\$ -
19.	9	EA	Temporary Riser, Perforated HDPE	\$ 1,500.00	\$ 13,500.00	100%	\$ -
20.	1	EA	Connect to Existing Storm Drain Main	\$ 500.00	\$ 500.00	100%	\$ -
Subtotal Storm Drain System					\$1,023,605.00		\$0.00

FOLSOM PLAN AREA
 Bond Estimate for
 Improvement Plans for Project Phase 2A

10/2/2023

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	% Complete	Cost to Complete
Potable Water Distribution System							
1.	4,758	LF	8" Water Main, PVC C900 CL 235	\$ 55.00	\$ 261,690.00	100%	\$ -
2.	2,288	LF	12" Water Main, PVC C900 CL 235	\$ 70.00	\$ 160,160.00	100%	\$ -
3.	33	EA	8" Gate Valve	\$ 2,000.00	\$ 66,000.00	100%	\$ -
4.	15	EA	12" Butterfly Valve	\$ 2,500.00	\$ 97,500.00	100%	\$ -
5.	3	EA	2" Air & Vacuum Release Valve	\$ 3,500.00	\$ 10,500.00	100%	\$ -
6.	18	EA	Fire Hydrant Assembly (6" Lead & Appurtenances)	\$ 5,000.00	\$ 90,000.00	100%	\$ -
7.	99	EA	1" Water Service	\$ 1,000.00	\$ 99,000.00	100%	\$ -
8.	5	EA	2" Irrigation Service	\$ 3,500.00	\$ 17,500.00	100%	\$ -
9.	13	EA	4" Blow-Off Valve & Box	\$ 2,500.00	\$ 32,500.00	100%	\$ -
10.	1	EA	Water Sampling Station	\$ 500.00	\$ 500.00	100%	\$ -
11.	2	EA	Flex Tend Bridge Connections	\$ 25,000.00	\$ 50,000.00	100%	\$ -
12.	2	EA	Connection to Existing Water Main	\$ 2,500.00	\$ 5,000.00	100%	\$ -
Subtotal Potable Water Distribution System					\$830,350.00		\$0.00
Concrete							
1.	7,360	LF	Modified Type 1 Rolled Curb & Gutter (w/6" AB)	\$ 20.00	\$ 147,200.00	0%	\$ 147,200.00
2.	28,000	SF	Detached Sidewalk (6" PCC/ 6" AB)	\$ 6.00	\$ 168,000.00	0%	\$ 168,000.00
3.	33,040	SF	Sidewalk (6" PCC/ 6" AB)	\$ 6.00	\$ 198,240.00	0%	\$ 198,240.00
4.	5,100	LF	Modified Type 2 Vertical Curb & Gutter (w/ 6" AB)	\$ 20.00	\$ 102,000.00	0%	\$ 102,000.00
5.	730	LF	Modified Type 5 Median Curb	\$ 30.00	\$ 21,900.00	0%	\$ 21,900.00
6.	44	EA	Sidewalk Curb Ramp	\$ 2,500.00	\$ 110,000.00	0%	\$ 110,000.00
Subtotal Concrete					\$747,340.00		\$747,340.00
Streetwork							
1.	130,445	SF	Asphalt Concrete (Type 'B') 3"AC	\$ 1.76	\$ 229,583.20	0%	\$ 229,583.20
2.	130,445	SF	Aggregate Base (Class 2) 10.5" AB	\$ 1.44	\$ 187,840.80	0%	\$ 187,840.80
3.	88,200	SF	Asphalt Concrete (Type 'B') 4" AC	\$ 2.04	\$ 179,487.00	0%	\$ 179,487.00
4.	88,200	SF	Aggregate Base (Class 2) 12" AB	\$ 1.67	\$ 146,853.00	0%	\$ 146,853.00
5.	10,247	SF	Stamped Concrete (6" Concrete Class B w/ #4 bars 12" O.C.)	\$ 5.00	\$ 51,235.00	0%	\$ 51,235.00
6.	1,488	SF	Pavement Markings	\$ 5.00	\$ 7,440.00	0%	\$ 7,440.00
7.	192	LF	12" White Stripe Limit Line (Stop Line)	\$ 2.00	\$ 384.00	0%	\$ 384.00
8.	1,680	LF	4" Landscape Sleeve, Schedule 40 PVC	\$ 15.00	\$ 25,200.00	0%	\$ 25,200.00
9.	585	LF	6" Landscape Sleeve, Schedule 40 PVC	\$ 20.00	\$ 11,700.00	0%	\$ 11,700.00
10.	600	LF	Street Barricade	\$ 60.00	\$ 36,000.00	0%	\$ 36,000.00
11.	14	EA	Street Name Sign on Post	\$ 500.00	\$ 7,000.00	0%	\$ 7,000.00
12.	16	EA	Concrete Survey Monument	\$ 300.00	\$ 4,800.00	0%	\$ 4,800.00
13.	12	EA	Stop Sign (R1-1) on Street Name Sign Post (Sign Only)	\$ 300.00	\$ 3,600.00	0%	\$ 3,600.00
Subtotal Streetwork					\$891,123.00		\$891,123.00

FOLSOM PLAN AREA
Bond Estimate for
Improvement Plans for Project Phase 2A



ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	% Complete	Cost to Complete
Joint Trench & Streetlights							
1.	86	LOT	Joint Trench Excavation & Backfill	\$ 8,000.00	\$ 688,000.00	75%	\$ 172,000.00
2.	92	EA	LED Streetlight	\$ 3,000.00	\$ 96,000.00	0%	\$ 96,000.00
3.	2	EA	Streetlight Service Point	\$ 5,000.00	\$ 10,000.00	0%	\$ 10,000.00
Subtotal Joint Trench & Street Lights					\$ 794,000.00		\$ 278,000.00
Soundwalls							
1.	18,420	SF	Masonry Soundwalls	\$ 35.00	\$ 644,700.00	0%	\$ 644,700.00
Subtotal Soundwalls					\$ 644,700.00		\$ 644,700.00
Total Contingency					\$ 563,730.00	10%	\$ 256,120.00
Total Cost Estimate					\$ 6,200,998.00		\$ 2,817,283.00

Summary Phase 2A

	Total Cost	Cost to Complete
Site Preparation	\$ 38,400.00	\$
Sanitary Sewer System	\$ 667,750.00	\$0.00
Storm Drain System	\$ 1,023,603.00	\$0.00
Potable Water Distribution System	\$ 830,350.00	\$0.00
Concrete	\$ 747,340.00	\$747,340.00
Streetwork	\$ 891,123.00	\$891,123.00
Joint Trench & Streetlights	\$ 794,000.00	\$ 278,000.00
Soundwalls	\$ 644,700.00	\$ 644,700.00
Contingency (10%)	\$ 563,730.00	\$ 256,120.00
TOTALS	\$ 6,200,998.00	\$ 2,817,283.00

ATTACHMENT 3

Toll Brothers at Folsom Ranch Phase 2A Subdivision Final Map

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS FINAL MAP OF "TOLL BROTHERS AT FOLSOM RANCH PHASE 2A" 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 DO HEREBY DEDICATE AS PUBLIC RIGHTS-OF-WAY AND AS UTILITY EASEMENTS TO THE CITY OF FOLSOM, MANGINI PARKWAY AND A PORTION OF REGENCY PARKWAY.

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 AA, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, AND S AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. A PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS LOTS AA AND C, AND THOSE PORTIONS OF LOTS D AND E 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 AA AND C 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, THEIR VEHICLES AND PERSONNEL OVER LOT S SHOWN HEREON AND DESIGNATED "EMERGENCY VEHICLE ACCESS EASEMENT" (EVA).
5. 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 AND OUTSIDE THE PROPERTY LINE OF LOT S (PRIVATE ROAD).

TOLL WEST INC, WHICH WILL DO BUSINESS IN CALIFORNIA AS TOLL BROTHERS WEST INC, A DELAWARE CORPORATION

BY: _____
 NAME: GREGORY S. VAN DAM DATE _____
 TITLE: VICE PRESIDENT

BY: _____
 NAME: SCOTT ESPING DATE _____
 TITLE: ASSISTANT SECRETARY

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 TOLL WEST INC, WHICH WILL DO BUSINESS IN CALIFORNIA AS TOLL BROTHERS WEST INC, A DELAWARE CORPORATION IN APRIL 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, 2025, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

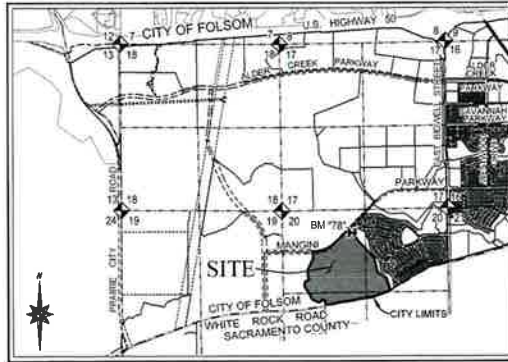


 PEDRO JARQUIN, PLS 8268
 EXPIRATION DATE: DECEMBER 31, 2023
 DATE: _____

NAVD88 BENCHMARK-CITY OF FOLSOM

BENCHMARK "78" ELEVATION = 386.15 NAVD88
 BRASS DISK STAMPED "CITY OF FOLSOM, BM 78" ON THE NORTHERLY CORNER OF A CONCRETE BRIDGE ABUTMENT ON THE NORTHEASTELY SIDE OF ALDER CREEK. LOCATION OF SITE IS APPROXIMATELY 3000 FEET DUE WEST OF E. BIDWELL STREET AND 2300 FEET DUE NORTH OF WHITE ROCK ROAD, APPROXIMATE LATITUDE: N380 37 31.49" LONGITUDE: W1210 07 29.50"
 ELEVATION OF 386.15 WAS ESTABLISHED BY A DIFFERENTIAL LEVEL CIRCUIT FROM COUNTY BENCHMARK U01B-009 STAMPED "K-856" IN FEBRUARY 2014 BY MACKAY AND SOMPS CIVIL ENGINEERS, INC.

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT



VICINITY MAP
 N.T.S.

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: _____

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: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TOLL BROTHERS AT FOLSOM RANCH PHASE 2A" 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: 09/30/2024

DATE: _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TOLL BROTHERS AT FOLSOM RANCH PHASE 2A" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

 GERALD A. YOUNG, L.S. 3852
 CITY SURVEYOR
 LICENSE EXPIRES: 06/30/2024

DATE: _____

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF FOLSOM HAS APPROVED THIS FINAL MAP OF "TOLL BROTHERS AT FOLSOM RANCH PHASE 2A", AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL RIGHTS-OF-WAY 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 _____ 2023, 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

BY: _____ DEPUTY
 DATE: _____

DOCUMENT NO.: _____

FEE: \$ _____

**FINAL MAP (PN 20-267)
 TOLL BROTHERS AT FOLSOM
 RANCH PHASE 2A**

BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 8 EAST, MDBM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA



OCTOBER 2023

SHEET 1 OF 14

REFERENCES

- (1) DN 20211241370 (GRANT DEED)
- (2) 431 BM 1
- (3) DN 20220371115
- (4) 445 BM 6 (78 PHASE 3A)
- (5) DN 202210190586
- (6) DN 201908080996
- (7) 236 PM 10
- (8) 218 PM 17
- (9) 438 BM 6

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE SOUTHWESTERLY LINE OF LOT L AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "TOLL BROTHERS AT FOLSOM RANCH PHASE 1E" FILED FOR RECORD ON JUNE 20, 2022 IN BOOK 438 OF MAPS, AT PAGE 6, SACRAMENTO COUNTY RECORDS AND HAVING A BEARING OF NORTH 43°02'29" WEST BETWEEN THE FOUND MONUMENTS SHOWN HEREON.



SCALE: 1"=160'

PARCEL 1A
236 PM 10

FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM
RANCH PHASE 2A

BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 20211241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 20211241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 8 EAST, MDM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

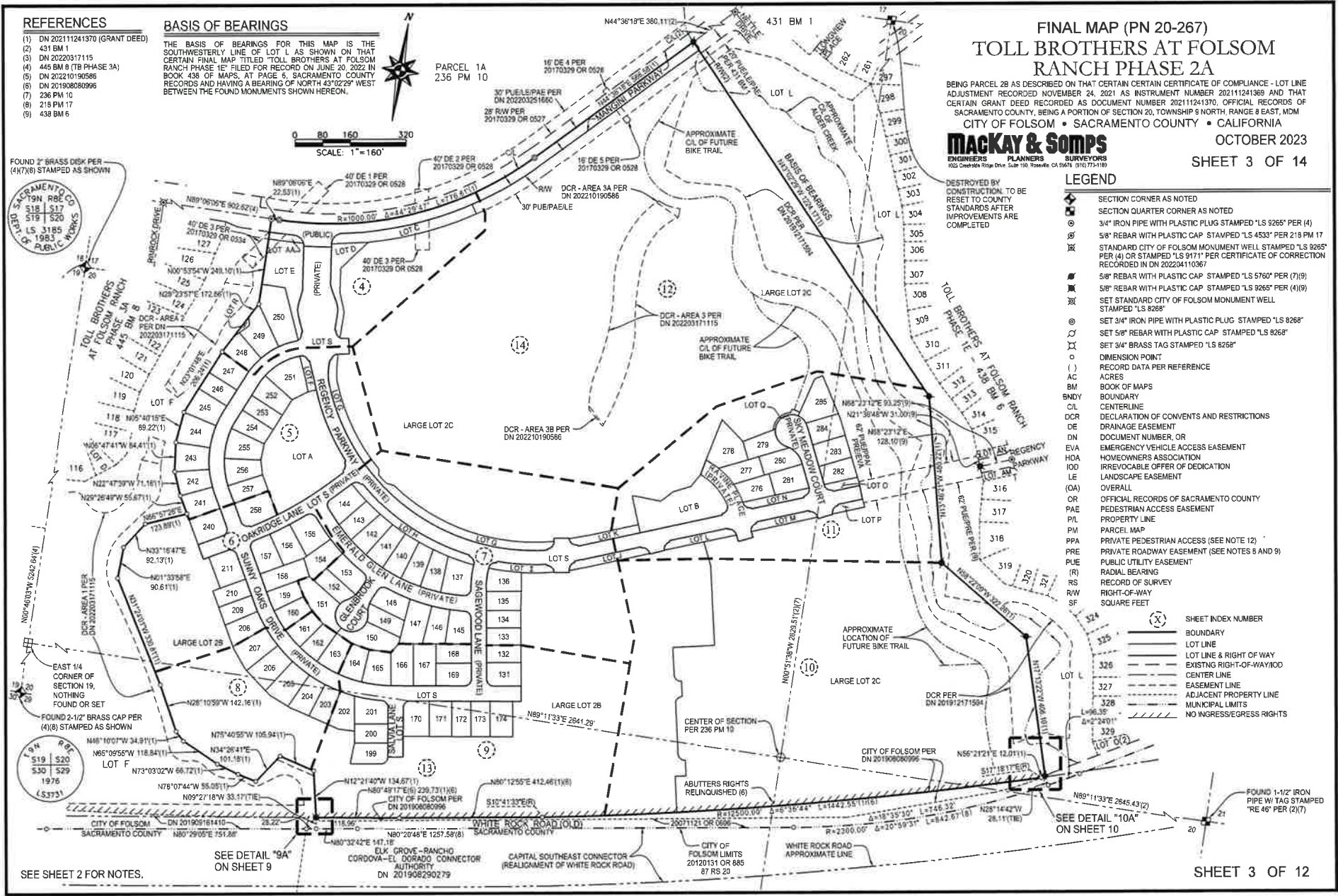
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
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OCTOBER 2023
SHEET 3 OF 14

DESTROYED BY CONSTRUCTION TO BE RESET TO COUNTY STANDARDS AFTER IMPROVEMENTS ARE COMPLETED

LEGEND

- SECTION CORNER AS NOTED
- SECTION QUARTER CORNER AS NOTED
- 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 9265" PER (4)
- 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER 218 PM 17
- STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 9265" PER (4) OR STAMPED "LS 9171" PER CERTIFICATE OF CORRECTION RECORDED IN DN 202204110367
- 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" PER (7)(9)
- 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" PER (4)(9)
- SET STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 8268"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 8268"
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268"
- SET 3/4" BRASS TAG STAMPED "LS 8268"
- DIMENSION POINT
- RECORD DATA PER REFERENCE
- () ACRES
- BM BOOK OF MAPS
- BNDY BOUNDARY
- CL CENTERLINE
- DCR DECLARATION OF CONVENTS AND RESTRICTIONS
- DE DRAINAGE EASEMENT
- DN DOCUMENT NUMBER, OR
- EVA EMERGENCY VEHICLE ACCESS EASEMENT
- HOA HOMEOWNERS ASSOCIATION
- IOD IRREVOCABLE OFFER OF DEDICATION
- LE LANDSCAPE EASEMENT
- (OA) OVERALL
- OR OFFICIAL RECORDS OF SACRAMENTO COUNTY
- PAE PEDESTRIAN ACCESS EASEMENT
- PL PROPERTY LINE
- PM PARCEL MAP
- PPA PRIVATE PEDESTRIAN ACCESS (SEE NOTE 1)
- PRE PRIVATE ROADWAY EASEMENT (SEE NOTES 8 AND 9)
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- RS RECORD OF SURVEY
- RIGHT-OF-WAY
- SF SQUARE FEET
- (X) SHEET INDEX NUMBER
- BOUNDARY
- LOT LINE
- LOT LINE & RIGHT OF WAY
- EXISTING RIGHT-OF-WAY/IOD
- CENTER LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- MUNICIPAL LIMITS
- NO INGRESS/EGRESS RIGHTS

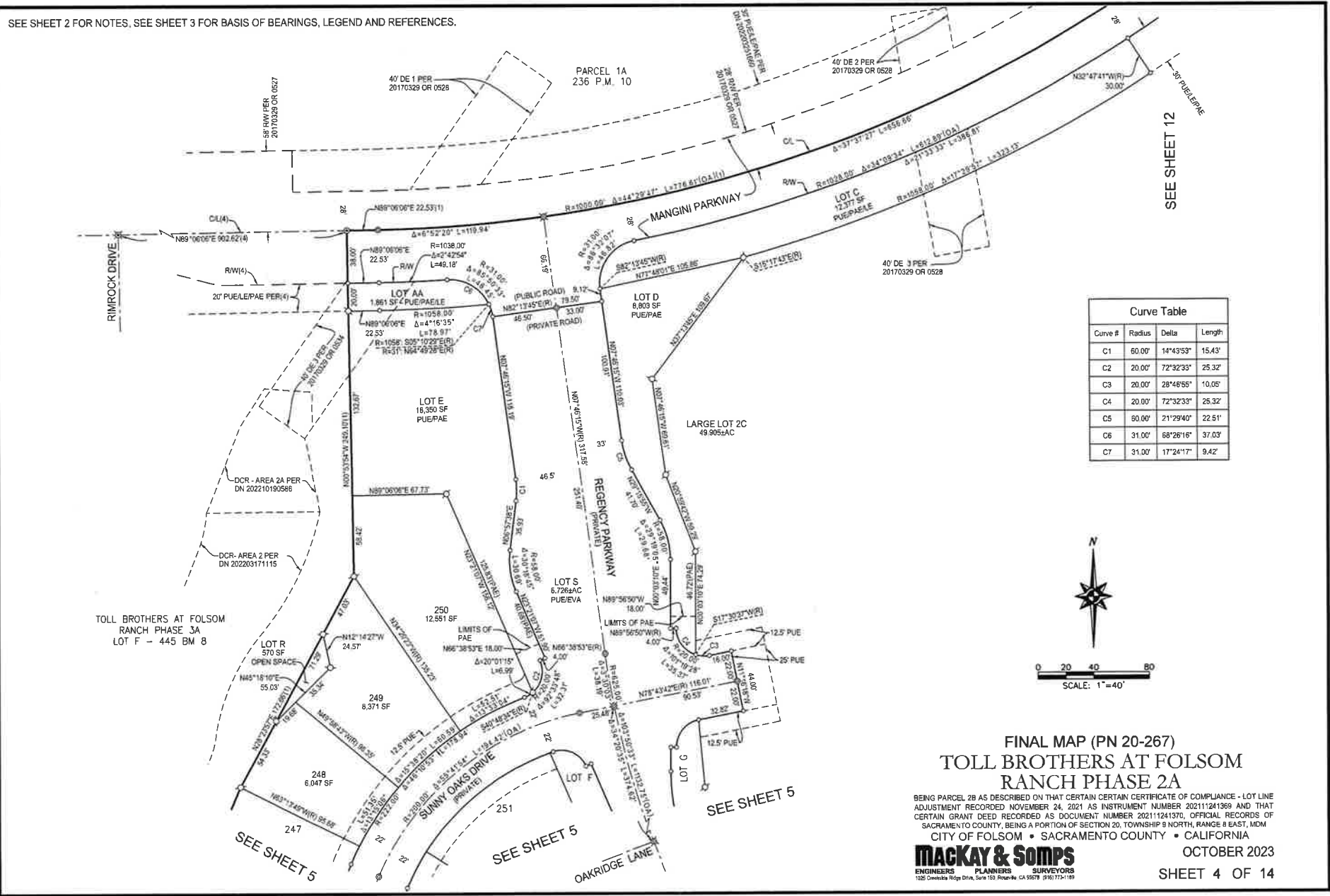


SEE SHEET 2 FOR NOTES.

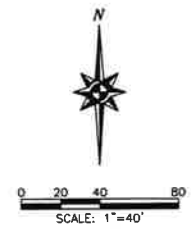
SEE DETAIL "9A" ON SHEET 9

SEE DETAIL "10A" ON SHEET 10

SHEET 3 OF 12



Curve Table			
Curve #	Radius	Delta	Length
C1	60.00'	14°43'53"	15.43'
C2	20.00'	72°32'33"	25.32'
C3	20.00'	28°46'55"	10.05'
C4	20.00'	72°32'33"	25.32'
C5	60.00'	21°29'40"	22.51'
C6	31.00'	68°26'16"	37.03'
C7	31.00'	17°24'17"	9.42'



**FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM
RANCH PHASE 2A**

BEING PARCEL 28 AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, MCM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

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OCTOBER 2023
SHEET 4 OF 14

SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

SEE SHEET 4

SEE SHEET 14

SEE SHEET 7

SEE SHEET 6

SEE SHEET 6

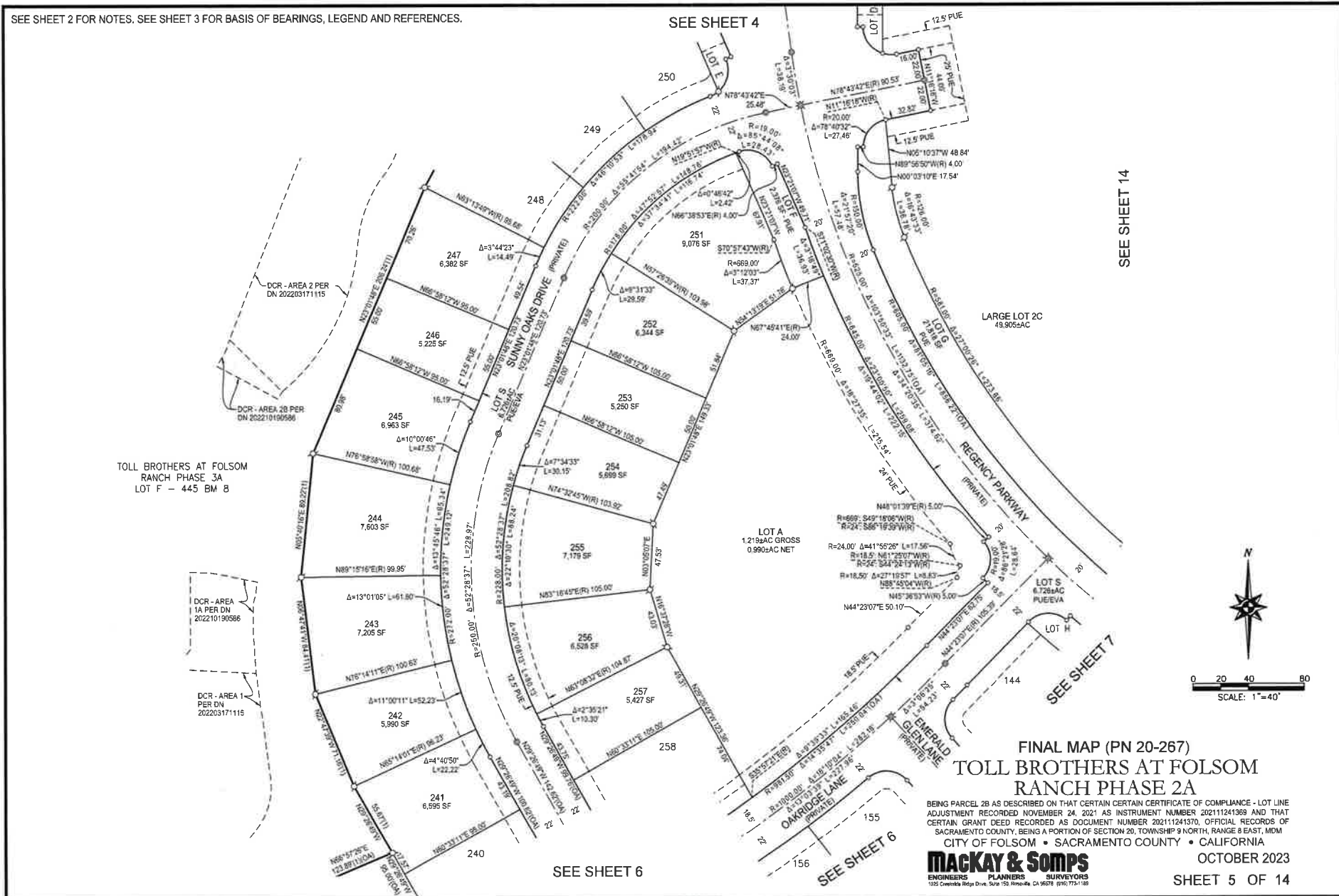
TOLL BROTHERS AT FOLSOM RANCH PHASE 3A LOT F - 445 BM B

DCR - AREA 1A PER DN 202210130566

DCR - AREA 1 PER DN 202203171115

DCR - AREA 2B PER DN 202203171115

DCR - AREA 2B PER DN 202210150586

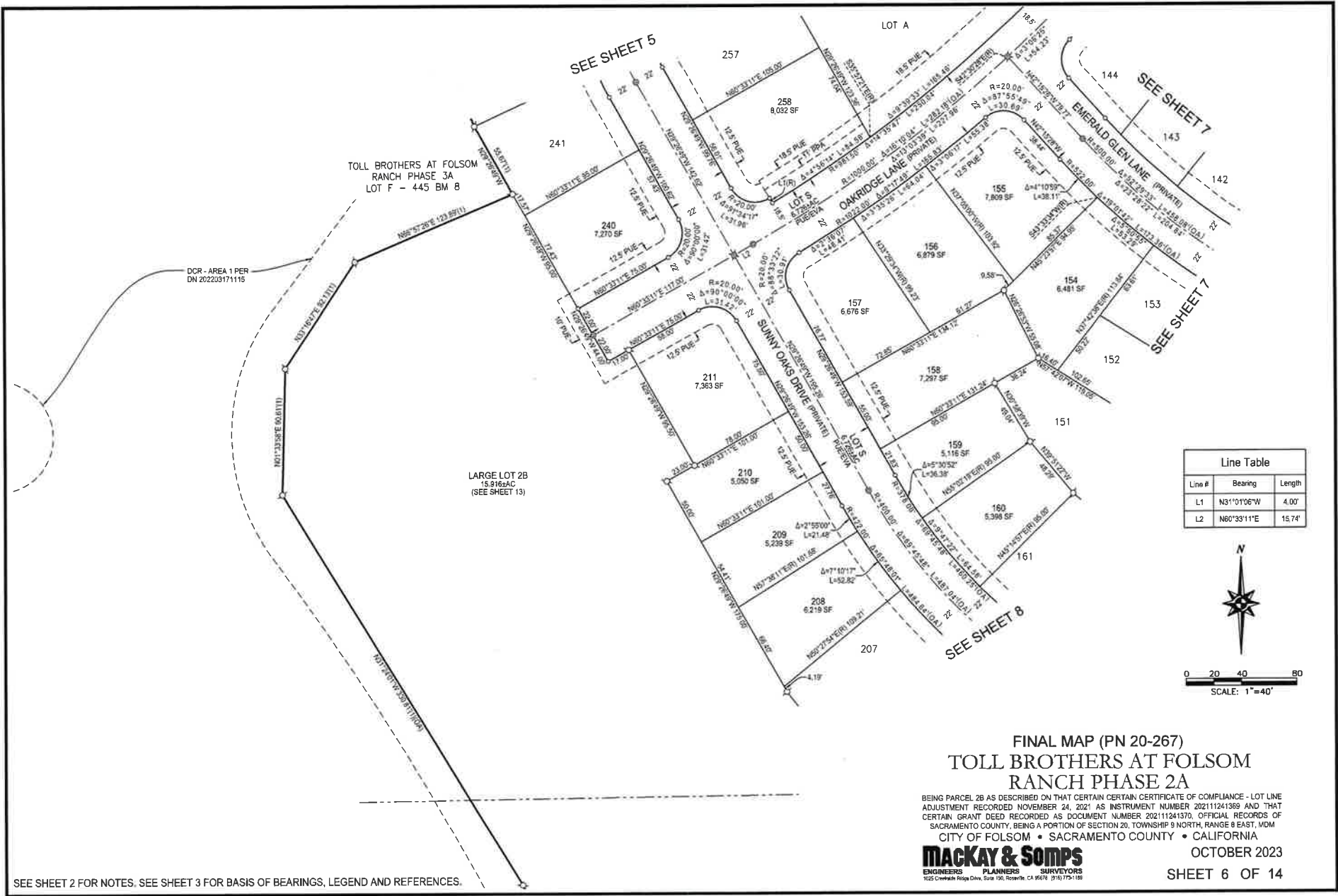


FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM RANCH PHASE 2A

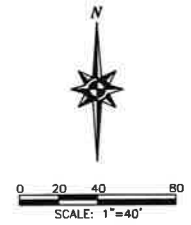
BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, MDM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

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OCTOBER 2023
 SHEET 5 OF 14



Line Table		
Line #	Bearing	Length
L1	N31°01'06"W	4.00'
L2	N60°33'11"E	15.74'



**FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM
RANCH PHASE 2A**

BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, 10M CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

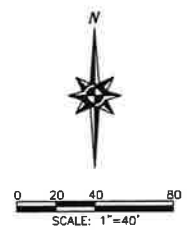
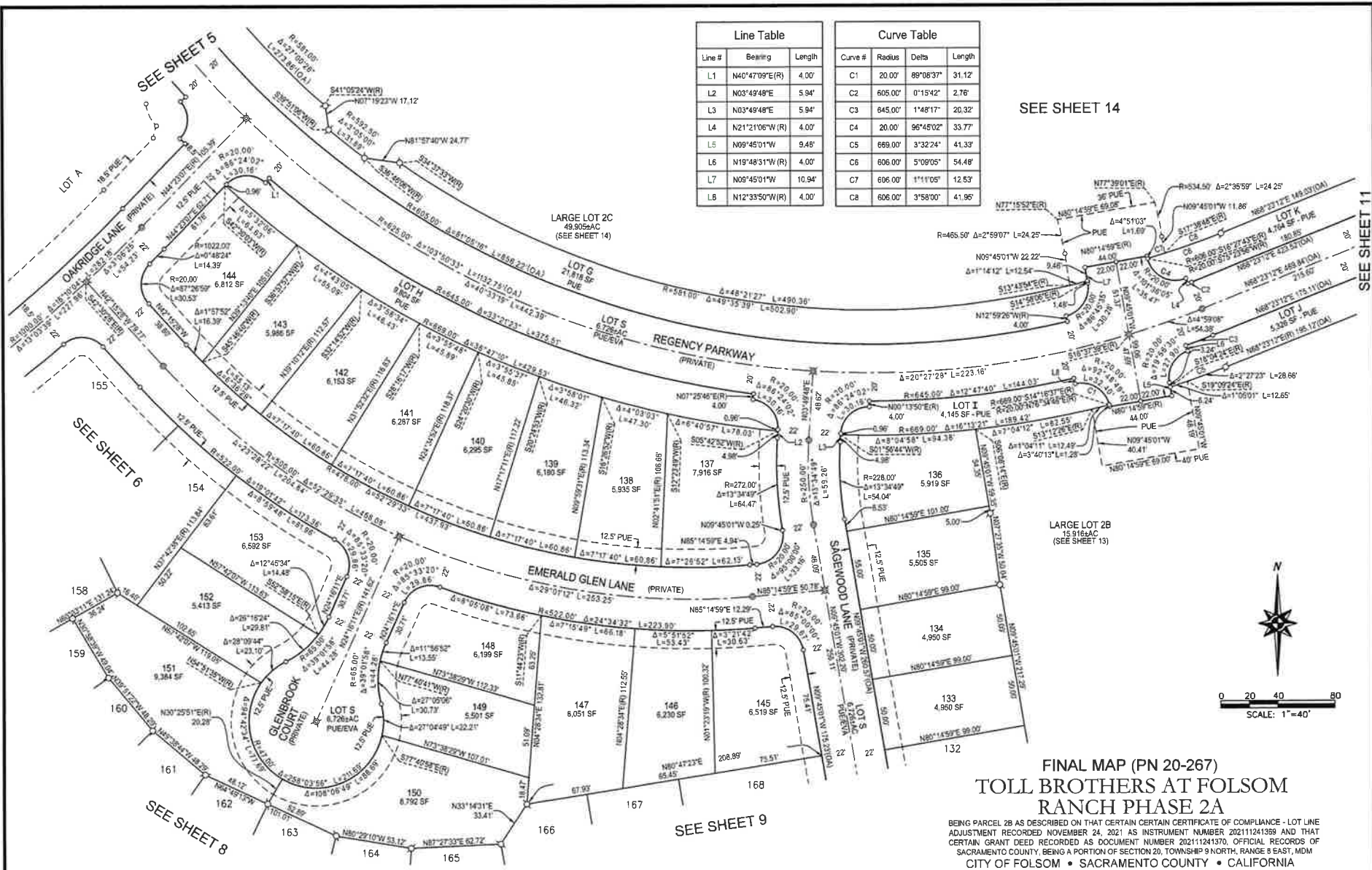
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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 775-1185

OCTOBER 2023
SHEET 6 OF 14

SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

Line Table		
Line #	Bearing	Length
L1	N40°47'09"E(R)	4.00'
L2	N03°49'48"E	5.94'
L3	N03°49'48"E	5.94'
L4	N21°21'06"W(R)	4.00'
L5	N09°45'01"W	9.48'
L6	N19°48'31"W(R)	4.00'
L7	N09°45'01"W	10.94'
L8	N12°33'50"W(R)	4.00'

Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	89°08'37"	31.12'
C2	605.00'	0°15'42"	2.76'
C3	645.00'	1°48'17"	20.32'
C4	20.00'	96°45'02"	33.77'
C5	669.00'	3°32'24"	41.33'
C6	606.00'	5°09'05"	54.48'
C7	606.00'	1°11'05"	12.53'
C8	606.00'	3°58'00"	41.95'



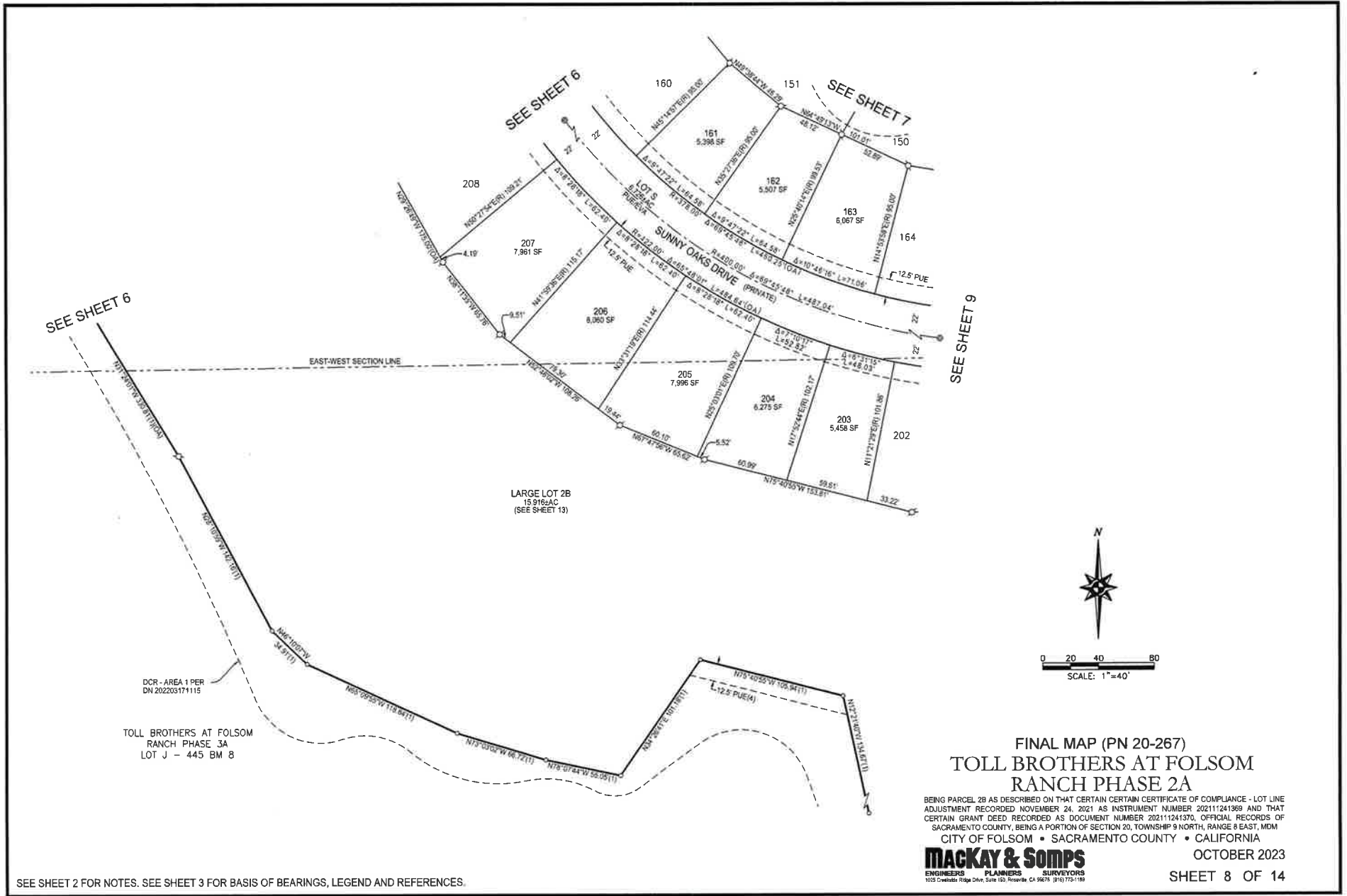
**FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM
RANCH PHASE 2A**

BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241359 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, MDM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

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OCTOBER 2023
SHEET 7 OF 14

SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.



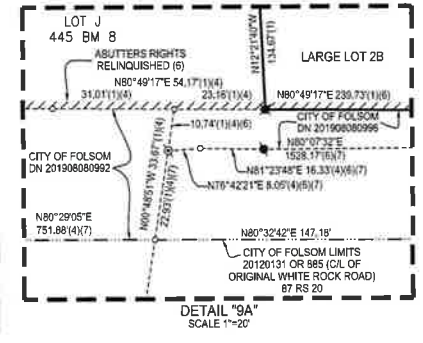
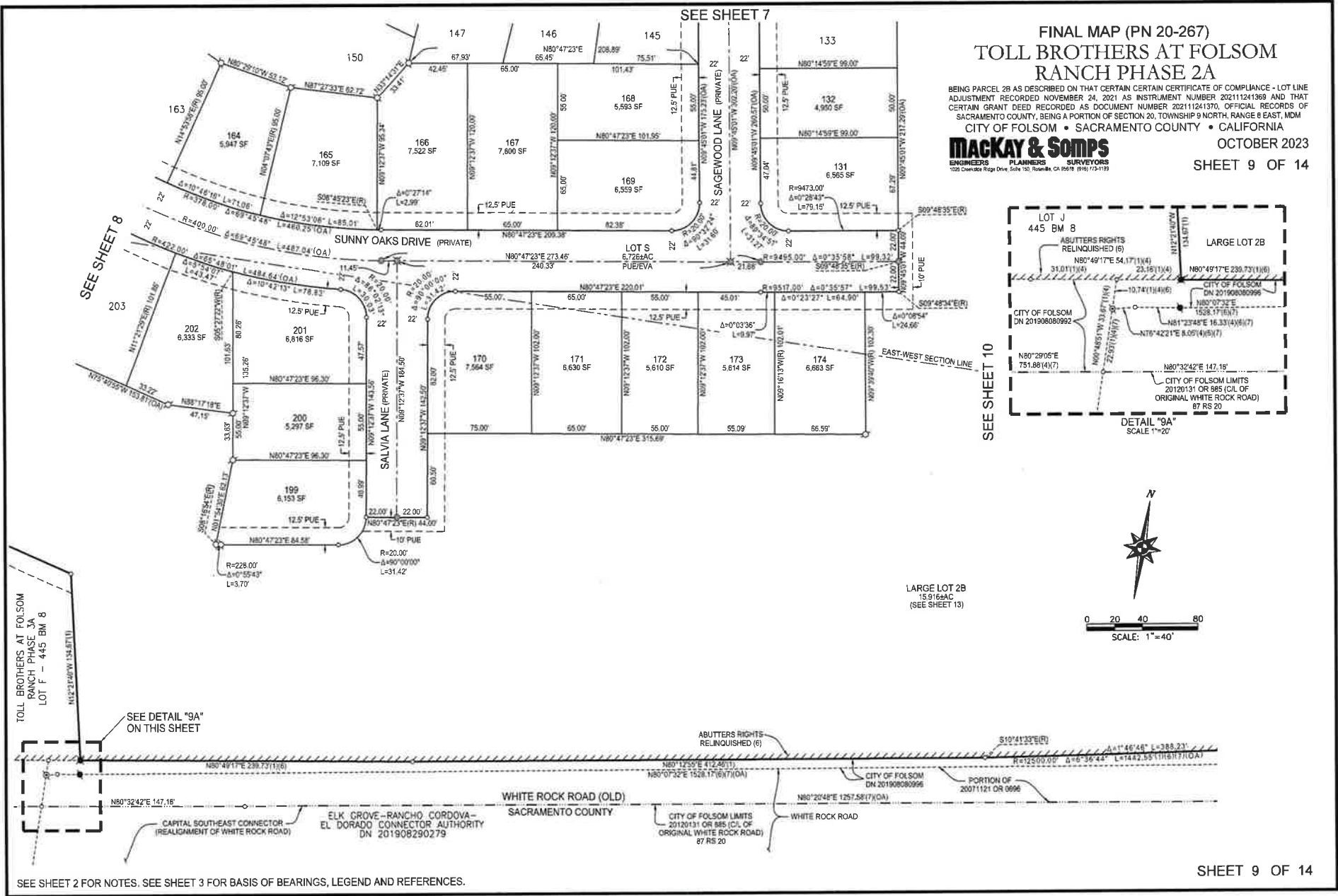
SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

FINAL MAP (PN 20-267) TOLL BROTHERS AT FOLSOM RANCH PHASE 2A

BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 8 EAST, MDM

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OCTOBER 2023
SHEET 9 OF 14



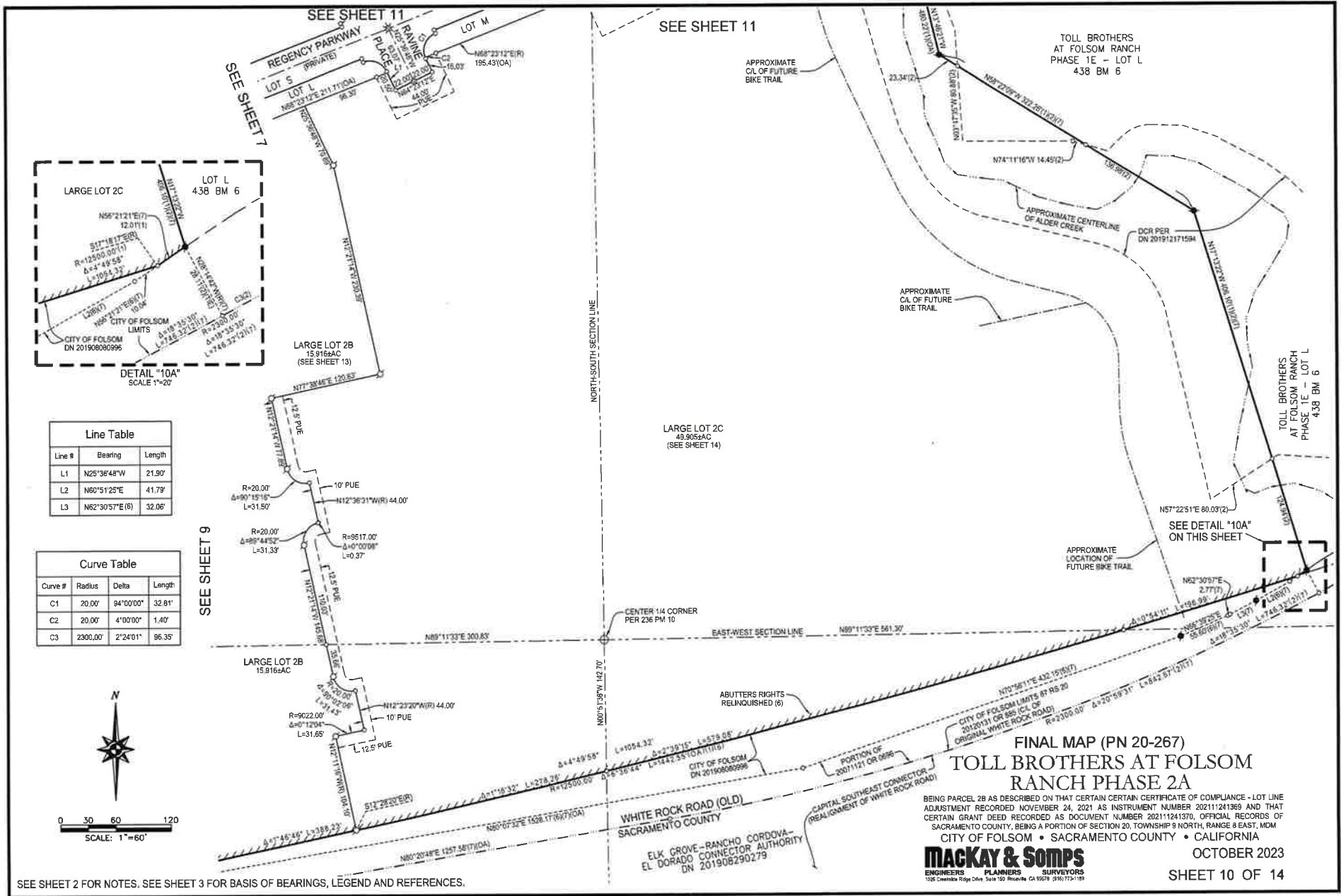
TOLL BROTHERS AT FOLSOM RANCH PHASE 2A LOT F - 445 BM 8

SEE DETAIL "9A" ON THIS SHEET

LARGE LOT 2B 15.916±AC (SEE SHEET 13)

SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

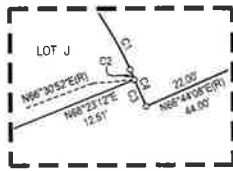
SHEET 9 OF 14



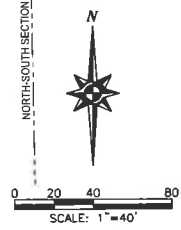
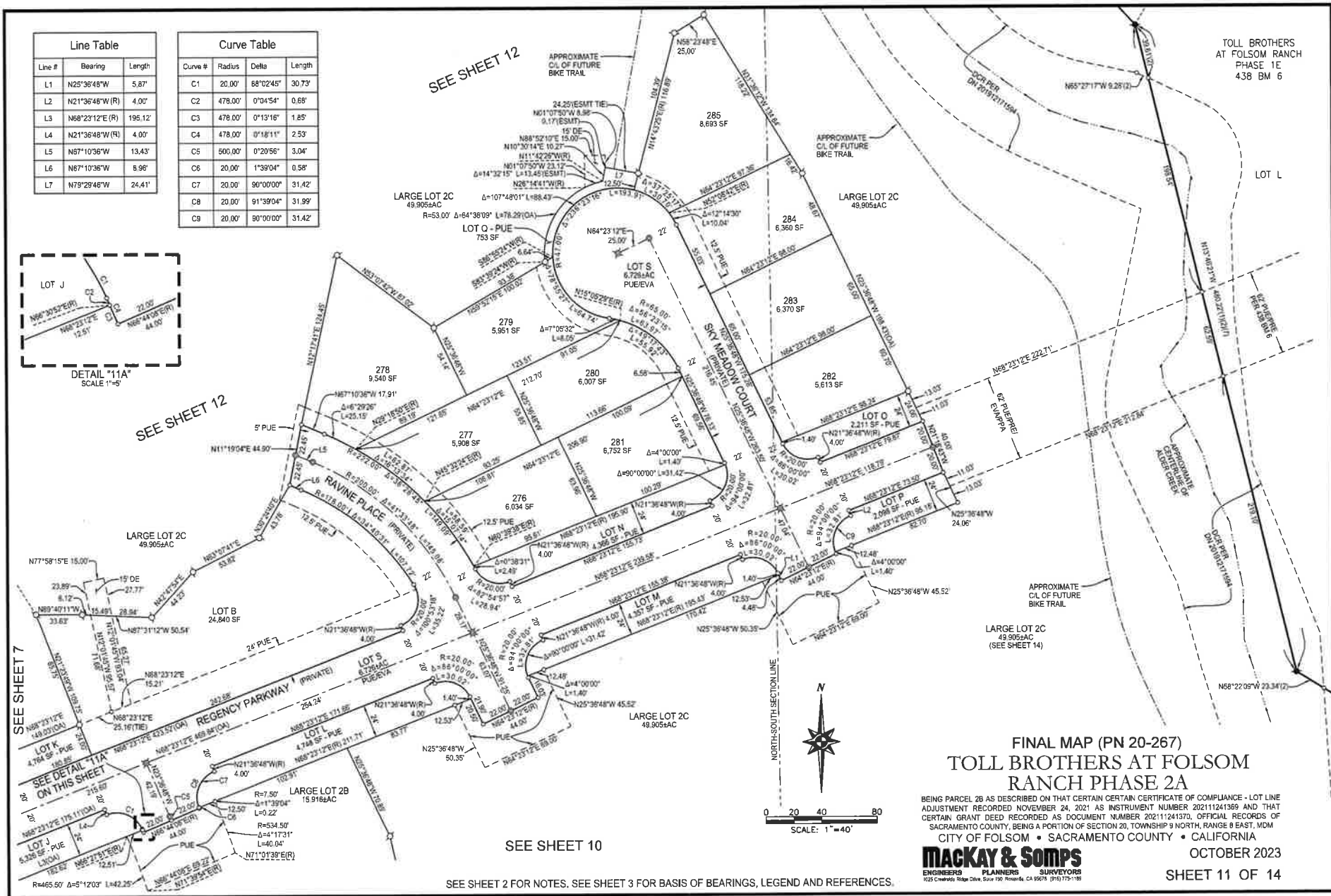
SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

Line #	Bearing	Length
L1	N25°36'48"W	5.87'
L2	N21°36'48"W (R)	4.00'
L3	N68°23'12"E (R)	195.12'
L4	N21°36'48"W (R)	4.00'
L5	N67°10'36"W	13.43'
L6	N67°10'36"W	8.96'
L7	N79°29'46"W	24.41'

Curve #	Radius	Delta	Length
C1	20.00'	88°02'45"	30.73'
C2	478.00'	0°04'54"	0.68'
C3	478.00'	0°13'16"	1.85'
C4	478.00'	0°18'11"	2.53'
C5	500.00'	0°20'56"	3.04'
C6	20.00'	1°39'04"	0.58'
C7	20.00'	90°00'00"	31.42'
C8	20.00'	91°39'04"	31.99'
C9	20.00'	80°00'00"	31.42'



DETAIL "11A" SCALE 1"=5'



**FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM
RANCH PHASE 2A**

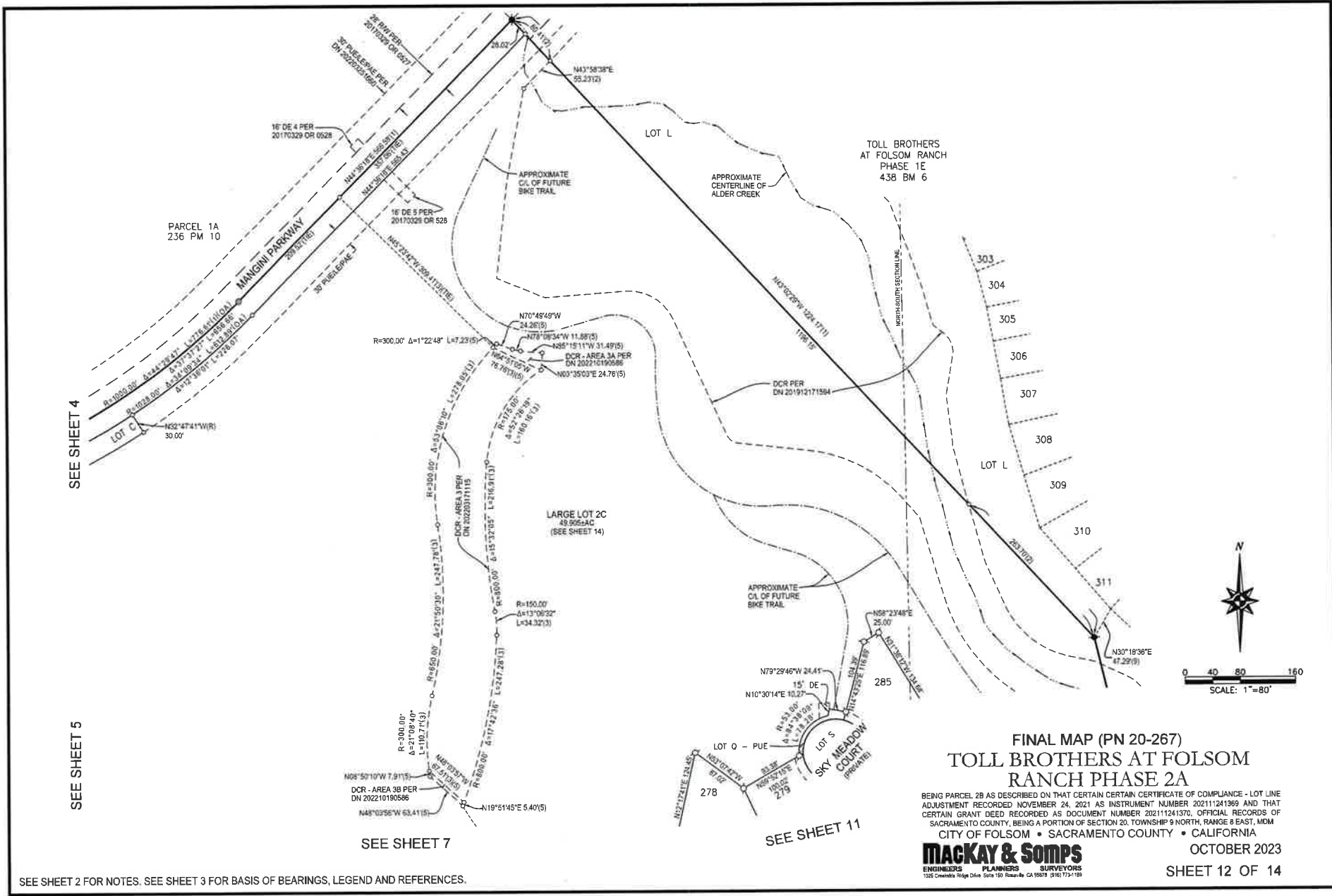
BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 6 EAST, MDM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

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ENGINEERS PLANNERS SURVEYORS
1025 Colorado Ridge Circle, Suite 100, Sacramento, CA 95834 (916) 772-1191

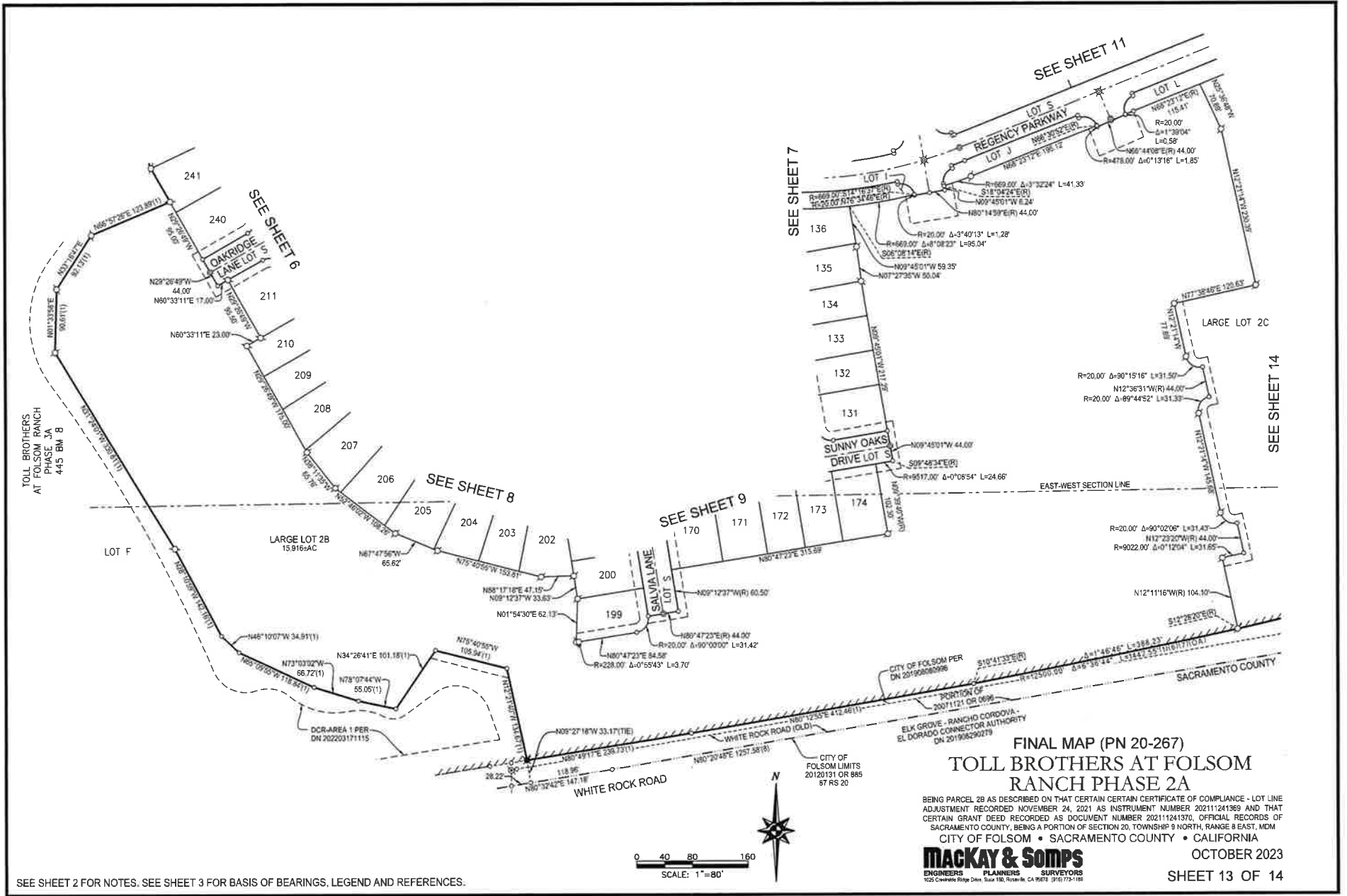
OCTOBER 2023
SHEET 11 OF 14

SEE SHEET 10

SEE SHEET 2 FOR NOTES, SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

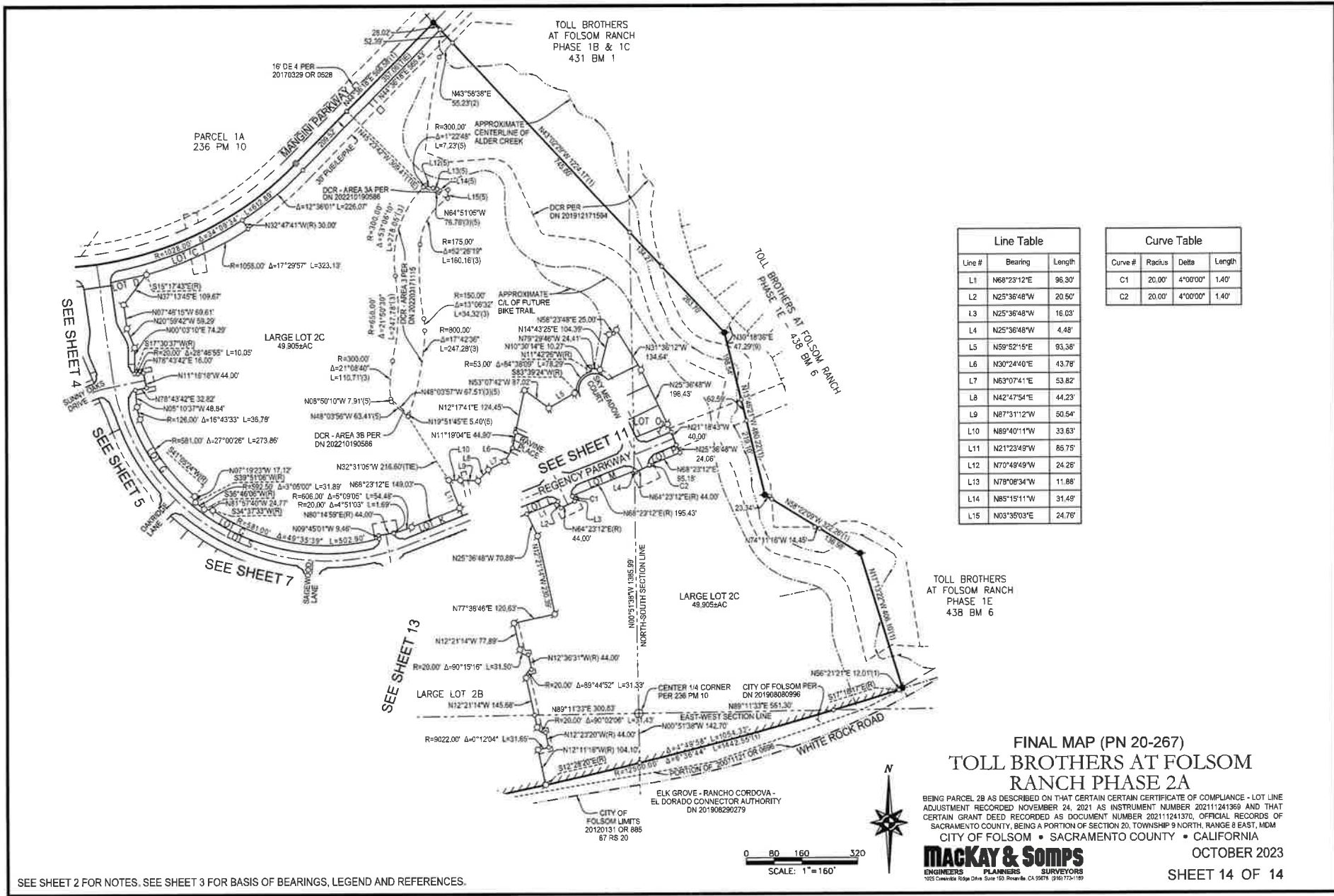


SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.



SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM RANCH PHASE 2A
 BEING PARCEL 28 AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 20211241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 20211241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 8 EAST, MDM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA
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 OCTOBER 2023
 SHEET 13 OF 14



Line Table		
Line #	Bearing	Length
L1	N68°23'12"E	96.30'
L2	N25°36'48"W	20.50'
L3	N25°36'48"W	16.03'
L4	N25°36'48"W	4.48'
L5	N59°52'15"E	93.38'
L6	N30°24'40"E	43.78'
L7	N63°07'41"E	53.82'
L8	N42°47'54"E	44.23'
L9	N87°31'12"W	50.54'
L10	N89°40'11"W	33.63'
L11	N21°23'49"W	86.75'
L12	N70°49'49"W	24.26'
L13	N78°08'34"W	11.88'
L14	N85°15'11"W	31.48'
L15	N03°35'03"E	24.78'

Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	4°00'00"	1.40'
C2	20.00'	4°00'00"	1.40'

**FINAL MAP (PN 20-267)
TOLL BROTHERS AT FOLSOM RANCH PHASE 2A**

BEING PARCEL 2B AS DESCRIBED ON THAT CERTAIN CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT RECORDED NOVEMBER 24, 2021 AS INSTRUMENT NUMBER 202111241369 AND THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 202111241370, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 8 EAST, MDM CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

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OCTOBER 2023
SHEET 14 OF 14

SEE SHEET 2 FOR NOTES. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

ATTACHMENT 4

Toll Brothers at Folsom Ranch Phase 2A Vesting Tentative Subdivision Map

ATTACHMENT 5

Table of Conditions of Approval for the Toll Brothers at Folsom Ranch Phase 2A Subdivision

CONDITIONS OF APPROVAL FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2 SUBDIVISION PROJECT (PN 20-267) NORTHWEST CORNER OF EAST BIDWELL STREET AND WHITE ROCK ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP						
No.	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. Illustrative Master Plan Exhibit, dated August 31, 2020 2. Small-Lot Vesting Tentative Subdivision Map, dated September 17, 2021 3. Preliminary Grading and Drainage Plan, dated September 17, 2021 4. Preliminary Utility Plan, dated September 17, 2021 5. Preliminary Landscape Plan and Details, dated January 24, 2020 6. Preliminary Entry Exhibit, dated April 28, 2021 7. Preliminary Wall and Fence Exhibit, dated April 28, 2021 8. Preliminary Tree Preservation Exhibit, dated October 13, 2021 9. Minor Administrative Modification Exhibit, dated September 17, 2021 10. Inclusionary Housing Letter, dated November 16, 2020 11. Project Narrative <p>The Small-Lot Vesting Tentative Subdivision Map is approved for the development of a 329-unit single-family residential subdivision (Toll Brothers at Folsom Ranch Phase 2). 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 preliminary grading and drainage plans, the preliminary site and utility plans, the tree preservation/removal plans, the preliminary landscape plans and the community design guidelines.</p> <p>The final map for this subdivision is in substantial compliance with the approved Vesting Tentative Subdivision Map.</p>	Yes

CONDITIONS OF APPROVAL FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2 SUBDIVISION PROJECT (PN 20-267) NORTHWEST CORNER OF EAST BIDWELL STREET AND WHITE ROCK ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP						
No.	Mitigation Measure	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	CD (P)(E)	Improvement plans for Mangini Parkway, Regency Parkway and the subdivision have been approved by the City and these improvements are currently under construction.	Yes
3.		<i>Validity</i> This approval of the Small-Lot Vesting 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 Agreement shall track the term of the Small-Lot Vesting 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.	M	CD (P)	The small-lot vesting tentative subdivision map for the Toll Brothers at Folsom Ranch Phase 2A subdivision was approved by the City Council on January 11, 2022.	Yes
4.		<i>FMC Compliance</i> The Small-Lot Final Map shall comply with the Folsom Municipal Code and the Subdivision Map Act.	M	CD (E)	The small-lot vesting tentative subdivision map for the Toll Brothers at Folsom Ranch Phase 2A subdivision was approved by the City Council on January 11, 2022.	Yes
5.		<i>Development Rights</i> The approval of this Small-Lot Vesting Tentative Subdivision Map conveys the right to develop. As noted in these conditions of approval for the Small-Lot Vesting Tentative Subdivision Map, the City has identified improvements necessary to develop the subject parcels. These improvements include on and off-site roadways, water, sewer, storm drainage, landscaping, sound-walls, and other improvements.	OG	CD (P)(E)(B) PW, PR, FD, PD	The Community Development Department has reviewed and approved the improvement plans for the both the required on-site and off-site improvements for the Phase 2A subdivision.	Yes

CONDITIONS OF APPROVAL FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2 SUBDIVISION PROJECT (PN 20-267) NORTHWEST CORNER OF EAST BIDWELL STREET AND WHITE ROCK ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP						
No.	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied
6.		<i>Public Utility Easements</i> Public utility easements shall be provided for public utilities within private streets to the satisfaction of the Community Development Department.	M	CD (E)(P)	The final map for the Phase 2A subdivision includes all required public utility easements necessary to serve all lots in the subdivision. The public utility easements are shown on the final map. The residential streets serving the lots in this subdivision are private and are shown on the final map.	Yes

CONDITIONS OF APPROVAL FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2 SUBDIVISION PROJECT (PN 20-267) NORTHWEST CORNER OF EAST BIDWELL STREET AND WHITE ROCK ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP						
No.	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied
7.		<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 TOLL BROTHERS AT FOLSOM RANCH PHASE 2 SUBDIVISION PROJECT (PN 20-267) NORTHWEST CORNER OF EAST BIDWELL STREET AND WHITE ROCK ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP						
No.	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied
8.		<p><i>Small-Lot Vesting Tentative Subdivision Map</i></p> <p>The Small-Lot Vesting Tentative Subdivision map is expressly conditioned upon compliance with all environmental mitigation measures identified in the Folsom Plan Area Specific Plan (FEIR/EIS) as amended by the Toll Brothers at Folsom Ranch CEQA Addendum dated February-2020.</p>	OG	CD	The owner/applicant complied with all applicable mitigation measures from the FPASP FEIR/EIS and other approved environmental documents 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
9.		<p><i>ARDA and Amendments</i></p> <p>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 including but not limited to Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Easton Valley Holdings, LLC, Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and West Scott Road, LLC/Toll West Coast, LLC, Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Oak Avenue Holdings, LLC, and Amendment No. 3 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Folsom Real Estate South, LLC/Toll West Coast, LLC.</p>	M	CD (E)	The Community Development Department has reviewed the subdivision and verified that it is in compliance with Amendment No. 1 and No. 2 to the First Amended and Restated Tier 1 Development Agreement.	Yes

CONDITIONS OF APPROVAL FOR THE TOLL BROTHERS AT FOLSOM RANCH PHASE 2 SUBDIVISION PROJECT (PN 20-267) NORTHWEST CORNER OF EAST BIDWELL STREET AND WHITE ROCK ROAD SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP						
No.	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied
10.	✓	<i>Mitigation Monitoring</i> 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 and the Toll Brothers at Folsom Ranch 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/applicant has funded and participated in a MMRP reporting program performed by the City's consultant (Helix) and/or City staff.	Yes

POLICE/SECURITY REQUIREMENT						
11.		<p>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:</p> <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/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						
12.		<p>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.</p>	M	CD (P)(E)	The owner/applicant has paid all current taxes and fees associated with this subdivision.	Yes
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>	M	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

14.	<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 (January 11, 2022), 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 Folsom Plan Area wide fees prior to issuance of building permits.	Yes
15.	<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

16.		<p>Consultant Services 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 construction inspection related services for this subdivision.	Yes
GRADING PERMIT REQUIREMENTS						
17.		<p>Walls/Fences/Gates The final location, design, height, materials, and colors of the walls, fences, and gates shall consistent with the submitted Wall and Fence Exhibit and Details, dated April 28, 2021 subject to review and approval by the Community Development Department to ensure consistency with the Folsom Ranch Central District Design Guidelines.</p>	G, I, B	CD (P)(E)	The Community Development Department has verified that the proposed walls and fences for the subdivision are in compliance with the Folsom Ranch Central Design Guidelines.	Yes
18.		<p>The owner/applicant shall construct, and phase improvements as referenced in the traffic impact report prepared by T. Kear dated November 20, 2019 to the satisfaction of the Community Development Department. The owner/applicant shall implement the following traffic conditions (Conditions of Approval Nos. 19-25) prior to issuance of the 546th Regency Active Adult Community building permit (excluding the 47 model home building permits).</p>	I, B,O	CD (E), PW, FD	The owner/applicant is currently constructing the on-site and off-site public and private improvements for the Phase 2A subdivision. The improvements will serve all of the lots in the subdivision.	Yes
19.		<p>Regency Parkway (Segment 3) Construct Regency Parkway as a two-lane roadway from the eastern edge of the planned bridge over the creek bisecting the project site to Mangini Parkway.</p>	B	CD (E), PW, FD	The City has approved the plans for these required improvements and they are currently under construction. The Community Development Department will verify completion prior to issuance of a building permit in this subdivision	Condition will be satisfied prior to issuance of a building permit.

20.		<p><i>Mangini Parkway/Regency Parkway (Driveway 3)</i> Construct driveway as shown in (Figure 47 of the November 20, 2019 Transportation Impact Study):</p> <ul style="list-style-type: none"> • Northbound: one shared lane; • Westbound: one through lane and one left turn lane in a 60' pocket with 60' taper; • Eastbound: one through lane and one right turn lane in a 150' pocket with 60' taper; • Control: side-street-stop-control. 	B	CD (E), PW, FD	<p>The City has approved the plans for these required improvements and they are currently under construction. The Community Development Department will verify completion prior to issuance of a building permit in this subdivision</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
21.		<p><i>East Bidwell Street/Regency Parkway (Driveway 6)</i> Modify driveway as shown in (Figure 51 of the November 20, 2019, Transportation Impact Study), unless intersection has been signalized:</p> <ul style="list-style-type: none"> • Northbound: one through lane and one left turn lane in a 150' pocket with 60' taper; • Southbound: one through lane and one right turn lane in a 150' pocket with 60' taper; • Eastbound: one shared lane, plus a 300' northbound acceleration lane on East Bidwell Street to receive left-turns from Regency Parkway (a second NB lane on East Bidwell Street starting from Regency Parkway is equivalent to the 300' acceleration lane); • Westbound departure: two lanes separated by a median for two access gates shall be subject to City Engineers prior approval. • Control: side-street-stop-control. 	B	CD (E), PW, FD	<p>The City has approved the plans for these required improvements and they are currently under construction. The Community Development Department will verify completion prior to issuance of a building permit in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
22.		<p><i>Regency Phase 2 Internal Stop Control</i> Stop Control shall be installed at any internal Regency Phase 2 intersections with four (or more) legs as directed by the City Engineer. Roundabouts may replace stop control at internal intersections with authorization from the City Engineer.</p>	B	CD (E), PW, FD	<p>The City Engineer has approved the improvement plans for this subdivision and they include the required stop signs.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>

23.		<p>East Bidwell Street/Mangini Parkway Expand the intersection and update signal configuration as follows (Figure 57 of the November 20, 2019 Transportation Impact Study):</p> <ul style="list-style-type: none"> • NB: One left-turn lane in a 200' pocket with 60' taper, two through lanes, and one right-turn lane in a 150' pocket with a 60' taper (the second through lane should be developed 300' south of the intersection); • SB: One left-turn lane in a 200' pocket with 60' taper, one through lane, and one right-turn lane in a 150'pocket with 60'taper; • EB and WB: One left-turn lane in a 200' pocket with 60' taper, one through lane, and one right-turn lane in a 200'pocket with 60'taper. 	B	CD (E), PW, FD	The owner/applicant has constructed these required improvements at the intersection and the City Engineer has formally accepted the required improvements.	Yes
24.		<p>East Bidwell Street/Alder Creek Parkway Reconstruct and modify signal at the East Bidwell Street/Alder Creek Parkway intersection as shown in Figure 59 of the November 20, 2019, Transportation Impact Study:</p> <ul style="list-style-type: none"> • NB Approach: One U-turn lane in a 150' pocket with a 60' taper, two through lanes, and one right turn lane in a 150' pocket plus 60' taper. • SB Approach: One left turn lane in a 240' pocket plus 60' taper, and two through lanes. The second SB through lane can be dropped south of Old Ranch Way, the estimated taper for merging the two southbound lanes into one should be 660 feet long based on a 55 mph design speed and 12-foot lane width. • WB Approach: One right turn lane, plus one left-turn lane in a 200' pocket plus 60' taper. 	B	CD (E), PW, FD	The City has approved the plans for these required improvements and they are currently under construction. The Community Development Department will verify completion prior to issuance of a building permit in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

25.		<p>East Bidwell Street/Savannah Parkway Reconstruct the East Bidwell Street/Savannah Pkwy intersection with the following geometry (Figure 61 of the November 20, 2019, Transportation Impact Study):</p> <ul style="list-style-type: none"> • NB Approach: One through lane and one shared through-right lane with a 150' taper; • SB Approach: One left turn lane in a 150' pocket plus 60' taper, and one through lane; • WB Approach: One left turn lane in a 60' pocket plus 60' taper, and one through lane; • SB departure: Construct a southbound receiving and acceleration lane for westbound left turn traffic. The acceleration lane shall be in a 300' pocket plus an appropriate taper. 	B	CD (E), PW, FD	The City has approved the plans for these required improvements and they are currently under construction. The Community Development Department will verify completion prior to issuance of a building permit in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
26.		<p>Utility Infrastructure</p> <ul style="list-style-type: none"> • 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. 	G, I, M	CD (E), PW, FD	The Community Development Department has reviewed and approved the phasing plan for Phase 2 of the Toll Brothers at Folsom Ranch Regency project. The City Engineer has approved the phasing plan to verify that the proposed roadway and infrastructure is appropriate for each phase.	Yes
27.		<p>Off-site improvements / Rights of Entry 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.</p>	G, I	CD (E)	The owner/applicant has provided copies of fully executed rights-of-entry from privately owned parcels that adjoin the Toll Brothers at Folsom Ranch project. The fully executed rights-of-entry are on file with the Community Development Department.	Yes

28.		<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 the subdivision no mine shafts or tunnels were located or discovered.	Yes
29.		<p>Prepare Traffic Control Plan. Prior to construction, a Traffic Control Plan for roadways and intersections affected by construction shall be prepared by the owner/applicant. The Traffic Control Plan prepared by the owner/applicant 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 City 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 Community Development Department has reviewed and approved and will review and approve all proposed traffic control plans necessary to construct the required subdivision improvements. Grading and construction of the subdivision improvements commenced in August of 2022 and will continue through to the first quarter of 2024.	Yes

30.		<p>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.</p>	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
31.		<p>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.</p>	G	CD (E)	The owner/applicant has obtained all required State and Federal permits including Section 401 water quality certification and copies are available from the Community Development Department.	Yes
32.		<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
IMPROVEMENT PLAN REQUIREMENTS						

33.		<p><i>Improvement Plans</i> 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
34.		<p><i>Standard Construction Specifications and Details</i> 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><i>Standard Construction Specifications and Details</i></u> and the <u><i>Design and Procedures Manual and Improvement Standards</i></u>.</p>	I	CD (P)(E)	The owner/applicant submitted improvement plans in accordance with the City's Standard Specifications.	Yes

35.		<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. However, no access road is required within the two pedestrian paseos (Lot BI and BJ) as shown on the Small-Lot Vesting Tentative Subdivision Map) • 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 <i>Standard Construction Specifications and Details.</i> 	I	CD (E)	The owner/applicant has installed all City owned sewer and water infrastructure within the private streets in the subdivision. The outfall trunk sewer line has been installed within easements or planned right of way within future public streets.	Yes
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36.		<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, earth toned 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 and this 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
37.		<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 various utility agencies. All required utility easements are shown on the final map for this subdivision.	Yes

38.		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 (E)	There is a general note on the approved improvements plans requiring compliance with this condition.	Yes
39.		Future Utility Lines 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.	M	CD (E)	All proposed utility service to the lots in this subdivision have been placed underground	Yes
40.		Water Meter Fixed Network System The owner 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
41.		Vertical Curb All curbs located adjacent to landscaping, whether natural or manicured, and where parking is allowed shall be vertical.	I	CD (P)(B)	The approved improvement plans for this subdivision include vertical concrete curb in compliance with this condition.	Yes
42.		Class II Bike Lanes All Class II bike lanes shall be striped, and the legends painted to the satisfaction of the Community Development Department. 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.	Yes

43.	✓	<p>Noise Barriers Based on the Environmental Noise Assessment (the “2019 Noise Assessment”) prepared by Bollard Acoustical Consultants on November 24, 2019, the following measures shall be implemented to the satisfaction of the Community Development Department:</p> <ul style="list-style-type: none"> • 6-foot-tall solid noise barriers, relative to backyard elevations, shall be constructed along all residential property boundaries adjacent to East Bidwell Street, Mangini Parkway, and Oak Avenue Parkway prior to occupancy of any residences adjacent to the aforementioned streets. • For the proposed Regency Phase 1 and Phase 2 portions of the project (which are located at the northwest corner of the intersection of White Rock Road and East Bidwell Street and north of White Rock Road in the central portion of the Toll Brothers at Folsom Ranch project site), an 8-foot-tall solid noise barrier, relative to backyard elevations, shall be constructed along all residential property boundaries adjacent to White Rock Road. • Suitable materials for the traffic noise barriers include masonry and precast concrete panels. The overall barrier height may be achieved by utilizing a barrier and earthen berm combination. Other materials may be acceptable but shall be reviewed by an acoustical consultant and approved by the Community Development Department prior to use. • Mechanical ventilation (air conditioning) shall be provided for all residences in this development to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria. 	I, O	CD (E)(P)	<p>The approved landscape plans for East Bidwell Street, Mangini Parkway and White Rock Road include the required sound walls with the required heights along all of these public streets in accordance with the recommendations of the noted acoustical study.</p> <p>The Community Development Department will review and approve all site plans for each and every lot in the subdivision to verify compliance with this condition.</p>	<p>Yes</p> <p>Condition will be satisfied prior to issuance of a building permit.</p>
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<p>44.</p>	<p>Master Plan Updates 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>	<p>G, I</p>	<p>CD(E), EWR, PW</p>	<p>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. The storm drainage system for the subdivision provides for no net increase in run-off under post development conditions.</p>	<p>Yes</p>
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45.		<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.” 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)	<p>The Owner/applicant has received a NPDES permit from the State Regional Water Quality Control Board (SRWQCB). The NPDES 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.</p>	Yes
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46.		<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
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FIRE DEPT REQUIREMENTS

47.		<p>Prepare fuel modification plan (FMP) The owner/applicant shall submit a Fuel Modification Plan consistent with the FPA Open Space Management Plan to the City for review and approval by the City. Final approval of the plan shall occur prior to the issuance of a building 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>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 City for approval prior to implementation.</p> <p>The owner/applicant shall dedicate a 30-foot-wide fuel modification easement(s) for all residential properties located adjacent to open space areas within the development. The owner/applicant shall dedicate easements, if applicable, for the required fuel modification buffer. The fuel modification easement(s) shall be shown on the Final Map. The owner/applicant shall be responsible for the maintenance of the fuel modification areas until such time that the City takes ownership of the open space areas that are to be deeded to the City within the project site.</p>	M, B	CD (P), FD	<p>The Community Development Department, the Fire Department and the Parks & Recreation Department have reviewed and approved the Fuel Modification Plan (FMP) for the subdivision. The fuel modification easement, where applicable, is shown on the final map for this subdivision.</p>	Yes
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48.		<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 Department. 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 Department. (All-weather access is defined as six inches of compacted aggregate base from May 1 to September 30 and two inches asphalt concrete over six inches 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 Department.</p> <ul style="list-style-type: none"> • 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. • 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). • 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 may be required to 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	<p>The owner/applicant has designed and received approval for all weather access improvements and fire hydrants for this subdivision.</p> <p>Permits for vertical construction will not be issued prior to these improvements being completed. As of September 1, 2023, the City has issued approximately 2600 Certificates of Occupancy in the Folsom Plan Area.</p>	
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LANDSCAPE/TREE PRESERVATION REQUIREMENTS

49.		<p>The owner/applicant shall obtain a tree removal permit, mitigate for removal of protected and heritage trees consistent with the Preliminary Tree Preservation/Removal Exhibit, dated October 13, 2021 and in accordance with Chapter 12.16 of the City of Folsom Municipal Code for Tree Preservation, and minimize indirect impacts to trees to be preserved. This shall include the following:</p> <ul style="list-style-type: none"> • A Tree Permit Application containing an application form, justification statement, site map, preservation program, and arborist’s report shall be submitted to the City of Folsom by the owner/applicant for issuance of a Tree Permit prior to commencement of any grading or site improvement activities. • A Mitigation Plan shall be prepared by the owner/applicant to mitigate for the removal of the protected Canopy Oak Trees and Isolated Oak Trees within the development site. The Mitigation Plan for the Isolated Oak Trees shall consist of replacement trees and/or payment of “In-Lieu” fees on a diameter inch bases consistent with 10-14, 10-15 of the FPASP. Replacement trees may be located within the boundaries of the development parcel, a natural parkway, landscape corridor or passive or preserve open space zone, preferably within the Folsom Plan Area. The Mitigation Plan for the Isolated Oak Trees shall be subject to review and approval by the City. The Mitigation Plan for the Canopy Oak Trees shall be consistent with the mitigation requirements established by the Folsom Plan Area Specific Plan. • The Conservation Areas shall be fenced prior to construction. In addition, oak trees to be preserved within the Passive Recreation Open Spaces shall be fenced with high-visibility fencing prior to starting construction. The fencing shall be installed outside the tree preservation zone of oak trees, and shall surround the entirety of the tree preservation zone area. Parking of vehicles, equipment, or storage of materials is prohibited within the Tree Protection Zone of Protected Trees 	G, I	CD (P)(E)	<p>The owner/applicant obtained a Tree Permit from the Community Development Department for the removal of protected oak trees that were impacted by the grading and construction of Phase 1 of the Toll Brothers at Folsom Ranch project.</p> <p>The Tree Permit was approved prior to commencement of grading and construction in the Summer of 2022. The owner/applicant paid in-lieu fees for the removal of some trees, the City approved a Tree Replacement Plan for another portion of the tree that were removed and preserved existing oak trees in El Dorado County for the remaining mitigation for the total number of protected trees in accordance with this condition.</p> <p>The Conservation Easements within the Phase 2 portion of the subdivision were fenced off around their boundaries in advance of the commencement of grading and construction and the City verified compliance by</p>	Yes
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		at all times. Signs shall be posted on exclusion fencing stating that the enclosed trees are to be preserved. Signs shall state the penalty for damage to, or removal of, the protected tree.			inspecting the fence in advance of grading.	
50.		<ul style="list-style-type: none"> The owner/applicant shall retain an ISA certified project arborist for implementation of the project. The project arborist shall be responsible for overseeing onsite tree removal and tree preservation. Oak trees located adjacent to construction areas that may be indirectly impacted due to work within or near the Tree Protection Zone shall be identified and tagged by the project arborist during construction activities. The indirectly impacted trees shall be monitored by the project arborist for five years in accordance with the Conceptual Oak Plan and FPASP EIR/EIS Mitigation Measure 3A.3-5. Trees that appear to be dead or dying within five years of project implementation will be replaced as per the requirements of this Plan. 	G	CD (P)(E)	The owner/applicant has retained an ISA certified project arborist. The project arborist was on-site during the removal of all protected oak trees and was present during grading within the tree protection zone (TPZ) of those tree that were to be preserved. All of the preserved trees were identified, tagged and TPZ fencing was placed around them prior to commencement of grading in August of 2022.	Yes

51.		<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. Said plans shall include all on-site landscape specifications and details including a tree planting exhibit demonstrating sufficient diversity and appropriate species selection to the satisfaction of the Community Development Department. The tree exhibit shall include all street trees, accent trees, parking lot shading trees, and mitigation trees proposed within the development. Said plans 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. 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 Toll Brothers project.</p>	B	CD (P)(E)	<p>The Community Development Department is currently reviewing the landscape and streetscape plans for this subdivision. Prior to plan approval, the Community Development Department will review the plans for compliance with this condition.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
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52.		<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)	The landscape and irrigation improvements for all open space parcels in the subdivision will be constructed upon completion of the roads and lots that adjoin them.	Yes
MAP REQUIREMENTS						
53.		<p>Subdivision Improvement Agreement 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
54.		<p>The Final Inclusionary Housing Plan 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 Toll Brothers at Folsom Ranch project.</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

55.		<p>Department of Real Estate Public Report The owner/applicant shall disclose to the homebuyers in the Department of Real Estate Public Report and the CC&R's for the Toll Brothers at Folsom Ranch project the following items:</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 	M	CD (P) PK	The Community Development Department has reviewed the subdivisions CC & R's and verified that all required disclosures in this condition of approval are included.	Yes
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		<p>property within the County zoned for agricultural uses within one mile of the subject property being transferred.</p> <p>6) The project site is located adjacent to the future JPA Connector which may generate noise impacts during various times including but not limited to evening and nighttime hours.</p>				
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56.		<p>Public Utility Easements The owner/applicant shall dedicate public utility easements for underground facilities on properties adjacent to the public and private 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 and private 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
57.		<p>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.</p>	M	CD (E)	The Community Development Department has reviewed and approved the phasing plan for Phase 2A of the Toll Brothers project.	Yes
58.		<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 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 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.</p>	M	CD (E)	The owner/applicant 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 by separate instrument.	Yes

59.		<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 project/subdivision 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 and the new benchmarks have been placed in compliance with this condition of approval.	Yes
60.		<i>Centralized Mail Delivery Units</i> 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 for this subdivision includes the required easement for the placement of centralized mail delivery units. The USPS will provide the owner/applicant with the location of the mail delivery unit and will provide a concrete pad for the placement is the specified location in the subdivision.	Yes
61.		<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 shall verify that the owner/applicant has provided the required recorded copy of the final map to the CDD prior to building permit issuance in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
62.		<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 shall verify that the owner/applicant has provided the required recorded copy of the final map to the FCUSD prior to building permit issuance in the subdivision.	Condition will be satisfied prior to issuance of a building permit.

63.		<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 executed all of the required Specific Plan Infrastructure Fee Credit/Reimbursement Agreements for the Phase 2A subdivision. The executed agreements are on file with the Community Development Department.	Yes
PARKS AND RECREATION REQUIREMENTS						
64.		Prior to issuance of the 640th overall Regency Active Adult Community building permit (excluding the 45 model home building permits), the owner/applicant shall construct the 0.5-acre dog park. Prior to issuance of the 830th overall Regency Active Adult Community building permit (excluding the 47 model home building permits), the owner/applicant shall construct the 1.2-acre amphitheater park. The location and size of the aforementioned private parks shall be consistent with the location and size depicted on the Small-Lot Vesting Tentative Subdivision Map dated September 17, 2021.	B, OG	CD (E) (P), PR	The Community Development Department and Parks & Recreation Department will monitor the progress of development of the Regency age-restricted project to verify compliance with this condition.	Condition will be satisfied prior to issuance of the 604 th and 830 th building permits
65.		Prior to the issuance of the last building permit within Regency Phase 2, the owner/applicant shall complete grading of the public trails on Lots H, I, J, and N, and the Class 1 trail parallel to Mangini Parkway on Lots Q and R, as shown on the Toll Brothers Public Trails System Modification Exhibit and the Phase 1 Small-Lot Vesting Tentative Subdivision Map, dated January 24, 2020 and Phase 2 Small-Lot Vesting Tentative Subdivision Map dated September 17, 2021.	B	CD (E) (P), PR	The Community Development Department and Parks & Recreation Department will monitor the progress of development of the Regency age-restricted project to verify compliance with this condition.	Condition will be satisfied prior to issuance of the last building permit in Regency Phase 2

66.		The owner/applicant shall include the maintenance of all graded subdivision trails within the responsibility of the development Homeowner's Association (HOA) until the Open Space and Mangini Parkway are deeded to the City. The City shall not incur any maintenance responsibility or expense as a result of these trails until the transfer of Open Space ownership to the City is complete.	G, I, OG	CD (E) (P), PR	The Community Development and Parks Departments will monitor the development of the project to verify compliance with this condition.	Condition will be satisfied prior to City acceptance of the Open Space
67.		The owner/applicant shall include the maintenance of all private trail connections within the responsibility of the development Homeowner's Association (HOA) in perpetuity. The City shall not incur any maintenance responsibility or expense as a result of these private trail connections to the public trails within the subdivision.	G, I, OG	CD (E) (P), PR	The Community Development and Parks Departments will monitor the development of the project to verify compliance with this condition.	Condition will be satisfied prior to City acceptance of the Open Space
68.		The owner/applicant shall include the maintenance of all 86.1-acres of Open Space (Measure W Open Space) and fuel modification buffers, in accordance with the Folsom Plan Area Open Space Master Plan, within the responsibility of the development Homeowner's Association (HOA) until the Open Space is deeded to the City. The City shall not incur any maintenance responsibility or expense as a result of this Open Space until the transfer of Open Space ownership to the City is complete. In addition, the Open Space shall not be deeded to the City until development on both sides adjacent to the Open Space are complete and at such a time the City is ready to take ownership.	OG	CD (E) (P), PR	The Community Development and Parks Departments will monitor the development of the project to verify compliance with this condition.	Condition will be satisfied prior to City acceptance of the Open Space
69.		Parkland dedications shall be calculated as net acreage.	G, I	CD (E) (P), PR	The Community Development and Parks Departments will monitor the development of the project to verify compliance with this condition.	Condition will be satisfied prior to acceptance of Parkland.

Mitigation Measures						
70.	Toll Brothers at Folsom Ranch Project Mitigation Monitoring Reporting Program (MMRP). 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), Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration (December 2014), the Westland Eagle Specific Plan Amendment (September 2015), and the Toll Brothers at Folsom Ranch Project.					
No.	Mitigation Number (Source)	Mitigation Measures	Timing	Responsible Agency	Comments	Conditioned Satisfied
Aesthetics						
71-1	3A.1-1 (FPASP EIR/EIS)	Construct and Maintain a Landscape Corridor Adjacent to U.S. 50. The project applicant(s) for any particular discretionary development application adjacent to U.S. 50 shall fund, construct, and maintain a landscaped corridor within the SPA, south of U.S. 50. This corridor shall be 50 feet wide, except that the landscaped corridor width shall be reduced to 25 feet adjacent to the proposed regional mall. Landscaping plans and specifications shall be approved by Caltrans and the City of Folsom, and constructed by the project applicant(s) before the start of earthmoving activities associated with residential or commercial units. Landscaped areas would not be required within the preserved oak woodlands. As practicable, landscaping shall primarily contain native and/or drought tolerant plants. Landscaped corridors shall be maintained in perpetuity to the satisfaction of the City of Folsom.	1. Plans and specifications: before approval of grading plans and building permits 2. Construction: before the approval of occupancy permits associated with residential and commercial units 3. Maintenance: in perpetuity	City of Folsom Community Development Department	The Toll Brothers at Folsom Ranch subdivision does not have any frontage along US HWY 50 and therefore this condition does not apply to the subdivision.	Yes
71-2	3A.1-4 (FPASP EIR/EIS)	Screen Construction Staging Areas. The project applicant(s) for any particular discretionary development application 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 approved by the appropriate agency (identified below) before the approval of grading plans for all project phases and 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 such visual barriers such as berms or fences. The screen design shall be approved by the appropriate agency to further reduce visual effects to the extent possible.	Before approval of grading plans and during construction for all project phases.	City of Folsom Community Development Department.	The construction staging area for the subdivision is not located near any existing sensitive biological resources, land uses or existing residences. The construction area is shown on the plans for the subdivision and the plans have been approved by the	Yes

		Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries shall be developed by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, and Caltrans) to reduce to the extent feasible the visual effects of construction activities on adjacent project land uses that have already been developed.			Community Development Department.	
71-3	3A.1-5 (FPASP EIR/EIS)	<p>Establish and Require Conformance to Lighting Standards and Prepare and Implement a Lighting Plan.</p> <p>To reduce impacts associated with light and glare, the City shall:</p> <ul style="list-style-type: none"> ▶ Establish standards for on-site outdoor lighting to reduce high-intensity nighttime lighting and glare as part of the Folsom Specific Plan design guidelines/standards. Consideration shall be given to design features, namely directional shielding for street lighting, parking lot lighting, and other substantial light sources, that would reduce effects of nighttime lighting. In addition, consideration shall be given to the use of automatic shutoffs or motion sensors for lighting features to further reduce excess nighttime light. ▶ Use shielded or screened public lighting fixtures to prevent the light from shining off of the surface intended to be illuminated. <p>To reduce impacts associated with light and glare, the project applicant(s) of all project phases shall:</p> <ul style="list-style-type: none"> ▶ Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties. ▶ Flood and area lighting needed for construction activities, nighttime sporting activities, and/or security shall be screened or aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side) when the source is visible from any off-site residential property or public roadway. 	Before approval of building permits.	City of Folsom Community Development Department	The Community Development Department (CDD) has reviewed and approved lighting plans for subdivision. The plans are in compliance with the condition of approval	City of Folsom Community Development Department

		<ul style="list-style-type: none"> ▶ For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or brightness (e.g., harsh mercury vapor, low-pressure sodium, or fluorescent bulbs) or that blink or flash. ▶ Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earth-toned 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. ▶ Design exterior on-site lighting as an integral part of the building and landscape design in the Folsom Specific Plan area. Lighting fixtures shall be architecturally consistent with the overall site design. ▶ Lighting of off-site facilities within the City of Folsom shall be consistent with the City’s General Plan standards. ▶ Lighting of the off-site detention basin shall be consistent with Sacramento County General Plan standards. ▶ Lighting of the two local roadway connections from Folsom Heights off-site into El Dorado Hills shall be consistent with El Dorado County General Plan standards. <p>A lighting plan for all on- and off-site elements within the each agency’s jurisdictional boundaries (specified below) shall be submitted to the relevant jurisdictional agency for review and approval, which shall include the above elements. The lighting plan may be submitted concurrently with other improvement plans, and shall be submitted before the installation of any lighting or the approval of building permits for each phase. The project applicant(s) for any particular discretionary development application shall implement the approved lighting plan.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the</p>				
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		affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties).				
Air Quality						
71-4	3A.2-1a (FPASP EIR/EIS)	<p>Implement Measures to Control Air Pollutant Emissions Generated by Construction of On-Site Elements. To reduce short-term construction emissions, the project applicant(s) for any particular discretionary development application shall require their contractors to implement SMAQMD’s list of Basic Construction Emission Control Practices, Enhanced Fugitive PM Dust Control Practices, and Enhanced Exhaust Control Practices (list below) in effect at the time individual portions of the site undergo construction. In addition to SMAQMD-recommended measures, construction operations shall comply with all applicable SMAQMD rules and regulations.</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. ▶ 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 should be covered. ▶ 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. ▶ 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 pads should 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 	Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes

		<p>(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.</p> <ul style="list-style-type: none"> ▶ Maintain all construction equipment in proper working condition according to manufacturer’s specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated. <p>Enhanced Fugitive PM 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. ▶ Plant vegetative ground cover (fast-germinating native grass seed) in disturbed areas as soon as possible. Water appropriately until vegetation is established. <p>Enhanced Fugitive PM 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 SMAQMD and the City contact person shall also be posted to ensure compliance. <p>Enhanced Exhaust Control Practices</p>				
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		<p>► The project shall provide a plan, for approval by the City of Folsom Community Development Department and SMAQMD, demonstrating that the heavy-duty (50 horsepower [hp] or more) 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 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. The project applicant(s) of each project phase or its representative shall submit to the City of Folsom Community Development Department and SMAQMD 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 SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. SMAQMD's Construction Mitigation Calculator can be used to identify an equipment fleet that achieves this reduction (SMAQMD 2007a). The project shall ensure that emissions from all off-road diesel powered equipment used on the SPA do not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40</p>				
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		<p>percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and SMAQMD shall be notified within 48 hours of identification of noncompliant 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. SMAQMD staff and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this mitigation measure shall supersede other SMAQMD or state rules or regulations.</p> <ul style="list-style-type: none"> ▶ If at the time of construction, SMAQMD 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 SMAQMD so permits. 				
71-5	3A.2-1b (FPASP EIR/EIS)	<p>Pay Off-site Mitigation Fee to SMAQMD to Off-Set NO_x Emissions Generated by Construction of On-Site Elements.</p> <p>Implementation of the project or the other four other action alternatives would result in construction-generated NO_x 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). Additionally, Mitigation Measure 3A.4-1 (Implement Additional Measures to Control Construction-Generated GHG Emissions, pages 3A.4-14 to 15) has the potential to both reduce and increase NO_x emissions, depending on the types of alternative fuels and engine types employed. Therefore, the project applicant(s) shall pay SMAQMD an off-site mitigation fee for implementation of any of the five action alternatives for the purpose of reducing NO_x emissions to a less-than-significant level (i.e., less than 85 lb/day). All NO_x emission</p>	Before the approval of all grading plans by the City and throughout project construction for all project phases.	The City of Folsom Community Development Department shall not grant any grading permits to the respective project applicant(s) until the respective project applicant(s) have paid the appropriate	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 the Summer of 2022. The compliance table is on file with the City.	Yes

	<p>reductions and increases associated with GHG mitigation shall be added to or subtracted from the amount above the construction threshold to determine off-site mitigation fees, when possible. The specific fee amounts shall be calculated when the daily construction emissions can be more accurately determined: that is, if the City/USACE select and certify the EIR/EIS and approves the Proposed Project or one of the other four other action alternatives, the City and the applicants must establish the phasing by which development would occur, and the applicants must develop a detailed construction schedule. Calculation of fees associated with each project development phase shall be conducted by the project applicant(s) in consultation with SMAQMD staff before the approval of grading plans by the City. The project applicant(s) for any particular discretionary development application shall pay into SMAQMD's off-site construction mitigation fund to further mitigate construction generated emissions of NO_x that exceed SMAQMD's daily emission threshold of 85 lb/day. The calculation of daily NO_x emissions shall be based on the cost rate established by SMAQMD at the time the calculation and payment are made. At the time of writing this EIR/EIS the cost rate is \$16,000 to reduce 1 ton of NO_x plus a 5% administrative fee (SMAQMD 2008c). The determination of the final mitigation fee shall be conducted in coordination with SMAQMD before any ground disturbance occurs for any project phase. Based on information available at the time of writing this EIR/EIS, and assuming that construction would be performed at a consistent rate over a 19-year period (and averaging of 22 work days per month), it is estimated that the off-site construction mitigation fees would range from \$517,410 to \$824,149, depending on which alternative is selected. 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 would be substantially greater if construction activity is more intense during some phases and less intense during other phases of the 19-year build out period, and in any event, based on the actual cost rate applied by SMAQMD. (This fee is used by SMAQMD to</p>		<p>off-site mitigation fee to SMAQMD.</p>		
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		purchase off-site emissions reductions. Such purchases are made through SMAQMD's Heavy Duty Incentive Program, through which select owners of heavy-duty equipment in Sacramento County can repower or retrofit their old engines with cleaner engines or technologies.)				
71-6	3A.2-1c (FPASP EIR/EIS)	Analyze and Disclose Projected PM ₁₀ Emission Concentrations at Nearby Sensitive Receptors Resulting from Construction of On-Site Elements. Prior to construction of each discretionary development entitlement of on-site land uses, the project applicant shall perform a project-level CEQA analysis (e.g., supporting documentation for an exemption, negative declaration, or project-specific EIR) that includes detailed dispersion modeling of construction-generated PM ₁₀ to disclose what PM ₁₀ concentrations would be at nearby sensitive receptors. The dispersion modeling shall be performed in accordance with applicable SMAQMD guidance that is in place at the time the analysis is performed. At the time of writing this EIR/EIS, SMAQMD's most current and most detailed guidance for addressing construction-generated PM ₁₀ emissions is found in its Guide to Air Quality Assessment in Sacramento County (SMAQMD 2009a). The 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.	Before the approval of all grading plans by the City.	City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes
71-7	3A.2-2 (FPASP EIR/EIS)	Implement All Measures Prescribed by the Air Quality Mitigation Plan to Reduce Operational Air Pollutant Emissions. To reduce operational emissions, the project applicant(s) for any particular discretionary development application shall implement all measures prescribed in the SMAQMD-approved Folsom Plan Area Specific Plan Air Quality Mitigation Plan (AQMP) (Torrence Planning 2008), a copy of which is included in Appendix C2. The AQMP is intended to improve mobility, reduce vehicle miles traveled, and improve air quality as required by AB 32 and SB 375. The AQMP includes, among others, measures designed to provide bicycle parking at commercial land uses, an integrated	Before issuance of subdivision maps or improvement plans.	City of Folsom Community Development Department	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 the Summer of 2022.	Yes

		pedestrian/bicycle path network, transit stops with shelters, a prohibition against the use the wood-burning fireplaces, energy star roofing materials, electric lawnmowers provided to homeowners at no charge, and on-site transportation alternatives to passenger vehicles (including light rail) that provide connectivity with other local and regional alternative transportation networks.			The compliance table is on file with the City.	
71-8	3A.2-4a (FPASP EIR/EIS)	<p>Develop and Implement a Plan to Reduce Exposure of Sensitive Receptors to Construction-Generated Toxic Air Contaminant Emissions. The project applicant(s) for any particular discretionary development application shall develop a plan to reduce the exposure of sensitive receptors to TACs generated by project construction activity associated with buildout of the selected alternative. Each plan shall be developed by the project 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. Applicable measures shall be included in all project plans and specifications for all project phases.</p> <p>The implementation and enforcement of all measures identified in each plan shall be funded by the project applicant(s) for the respective phase of development.</p>	Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes
71-9	3A.2-4b (FPASP EIR/EIS)	<p>Implement Measures to Reduce Exposure of Sensitive Receptors to Operational Emissions of Toxic Air Contaminants. The following measures shall be implemented to reduce exposure of sensitive receptors to Toxic Air Contaminants.</p> <ul style="list-style-type: none"> ▶ Proposed commercial and industrial land uses that have the potential to emit TACs or host TAC-generating activity (e.g., loading docks) shall be located away from existing and proposed on-site sensitive receptors such that they do not expose sensitive receptors to TAC emissions that 	Before the approval of all grading plans by the SMAQMD and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department	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 the Summer of 2022.	Yes

		<p>exceed an incremental increase of 10 in 1 million for the cancer risk and/or a noncarcinogenic Hazard Index of 1.0.</p> <ul style="list-style-type: none"> ▶ The multi-family residences planned across from the off-site corporation yard near the southwest corner of the SPA shall be set back as far as possible from the boundary of the corporation yard and/or relocated to another area. ▶ Where necessary to reduce exposure of sensitive receptors to an incremental increase of 10 in 1 million for the cancer risk and/or a noncarcinogenic Hazard Index of 1.0, proposed commercial and industrial land uses that would host diesel trucks shall incorporate idle reduction strategies that reduce the main propulsion engine idling time through alternative technologies such as, IdleAire, electrification of truck parking, and alternative energy sources for TRUs, to allow diesel engines to be completely turned off. ▶ Signs shall be posted in at all loading docks and truck loading areas which indicate that diesel-powered delivery trucks must be shut off when not in use for longer than 5 minutes on the premises in order to reduce idling emissions. This measure is consistent with the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling, which was approved by the California Office of Administrative Law in January 2005. ▶ Implement the following additional guidelines, which are recommended in ARB’s Land Use Handbook: A Community Health Perspective (ARB 2005) and are considered to be advisory and not regulatory: <ul style="list-style-type: none"> ▪ Sensitive receptors, such as residential units and daycare centers, shall not be located in the same building as dry-cleaning operations that use perchloroethylene. Dry-cleaning operations that use perchloroethylene shall not be located within 300 feet of any sensitive receptor. A setback of 500 feet shall be provided for operations with two or more machines. 			<p>The compliance table is on file with the City.</p>	
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		<ul style="list-style-type: none"> Large gasoline stations (defined as facilities with a throughput of 3.6 million gallons per year or greater) and sensitive land uses shall not be sited within 300 feet of each other. Small gasoline-dispensing facilities (less than 3.6 million gallons of throughput per year) and sensitive land uses shall not be sited within 50 feet of each other. 				
71-10	3A.2-5 (FPASP EIR/EIS)	<p>Implement A Site Investigation to Determine the Presence of NOA and, if necessary, Prepare and Implement an Asbestos Dust Control Plan. A site investigation shall be performed to determine whether and where NOA is present in the soil and rock on the SPA. The site investigation shall include the collection of soil and rock samples by a qualified geologist. If the site investigation determines that NOA is present on the SPA then the project applicant shall prepare an Asbestos Dust Control Plan for approval by SMAQMD as required in Title 17, Section 93105 of the California Code of Regulations, “Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations.” The Asbestos Dust Control Plan shall specify measures, such as periodic watering to reduce airborne dust and ceasing construction during high winds. Measures in the Asbestos Dust Control Plan may include but shall not be limited to dust control measures required by Mitigation Measure 3A.2-1a. The project applicant shall submit the plan to the Folsom Community Development Department for review and SMAQMD for review and approval before construction of the first project phase. SMAQMD approval of the plan must be received before any asbestos-containing rock (serpentinite) can be disturbed. Upon approval of the Asbestos Dust Control Plan by SMAQMD, the applicant shall ensure that construction contractors implement the terms of the plan throughout the construction period.</p>	Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department	The owner/applicant obtained approval for an Asbestos Dust Mitigation Plan from the SMAQMD prior to commencement of grading and construction in the Summer of 2022. The approved Asbestos Dust Mitigation Plan is on file with the Community Development Department.	Yes
71-11	3A.2-6 (FPASP EIR/EIS)	<p>Implement Measures to Control Exposure of Sensitive Receptors to Operational Odorous Emissions. The project applicant(s) for any particular discretionary development application shall implement the following measures:</p>	Before the approval of building permits by the City and throughout project construction,	City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions	Yes

		<ul style="list-style-type: none"> ▶ The odor-producing potential of land uses shall be considered when the exact type of facility that would occupy areas zoned for commercial, industrial, or mixed-use land uses is determined. Facilities that have the potential to emit objectionable odors shall be located as far away as feasible from existing and proposed sensitive receptors. ▶ The multi-family residences planned across from the off-site corporation yard near the southwest corner of the SPA shall be set back as far as possible from the boundary of the corporation yard and/or relocated to another area. (This measure is also required by Mitigation Measure 3A.2-4b to limit exposure to TAC emissions.) ▶ Before the approval of building permits, odor control devices shall be identified to mitigate the exposure of receptors to objectionable odors if a potential odor-producing source is to occupy an area zoned for commercial, industrial, or mixed-use land uses. The identified odor control devices shall be installed before the issuance of certificates of occupancy for the potentially odor-producing use. The odor producing potential of a source and control devices shall be determined in coordination with SMAQMD and based on the number of complaints associated with existing sources of the same nature. ▶ The deeds to all properties located within the plan area that are within one mile of an on- or off-site area zoned or used for agricultural use (including livestock grazing) shall be accompanied by a 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 	<p>where applicable, for all project phases.</p>		<p>and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in the Summer of 2022. This subdivision is residential and is not adjacent to any odorous land uses and is not adjacent to the future Corporation Yard.</p>	
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		<p>agricultural uses within one mile of the subject property being transferred.</p> <ul style="list-style-type: none"> ▶ Truck loading docks and delivery areas shall be located as far away as feasible from existing and proposed sensitive receptors. ▶ Signs shall be posted at all loading docks and truck loading areas which indicate that diesel-powered delivery trucks must be shut off when not in use for longer than 5 minutes on the premises in order to reduce idling emissions. This measure is consistent with the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling, which was approved by California’s Office of Administrative Law in January 2005. (This measure is also required by Mitigation Measure 3A.2-4b to limit TAC emissions.) ▶ Proposed commercial and industrial land uses that have the potential to host diesel trucks shall incorporate idle reduction strategies that reduce the main propulsion engine idling time through alternative technologies such as, IdleAire, electrification of truck parking, and alternative energy sources for TRUs, to allow diesel engines to be completely turned off. (This measure is also required by Mitigation Measure 3A.2-4b to limit TAC emissions.) 				
Biological Resources						
71-12	3A.3-1a (FPASP EIR/EIS)	<p>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 SPA and Use Low Impact Development Features.</p> <p>To minimize indirect effects on water quality and wetland hydrology, the project applicant(s) for any particular discretionary development application shall include stormwater drainage plans and erosion and sediment control plans in their improvement plans and shall submit these plans to the City Public Works Department for review and approval. For off-site elements within Sacramento County or El Dorado County jurisdiction (e.g., off-site detention basin and off-site roadway</p>	Before approval of improvement and drainage plans, and on an ongoing basis throughout and after project construction, as required for all project phases.	City of Folsom Public Works Department	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	Yes

		<p>connections to El Dorado Hills), plans shall be submitted to the appropriate county planning department. Before approval of these improvement plans, the project applicant(s) for any particular discretionary development application shall obtain a NPDES MS4 Municipal Stormwater Permit and Grading Permit, comply with the City’s Grading Ordinance and County 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. Detailed information about stormwater runoff standards and relevant City and County regulation is provided in Chapter 3A.9, “Hydrology and Water Quality.”</p> <p>The project applicant(s) for any particular discretionary development entitlement 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>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. There are no off-site elements outside the City limits for this subdivision.</p>	
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		<p>In addition to compliance with City ordinances, the project applicant(s) for any particular discretionary development application 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 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 project applicant(s) 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 SPA. 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. 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> <p>See FEIR/FEIS Appendix S showing that the detention basin in the northeast corner of the SPA has been moved off stream.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado County for the roadway connections, Sacramento County for the detention basin west of Prairie City Road, and</p>				
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		Caltrans for the U.S. 50 interchange improvements) such that the performance standards described in Chapter 3A.9, "Hydrology and Water Quality," are met.				
71-13	3A.3-1b (FPASP EIR/EIS)	<p>Secure Clean Water Act Section 404 Permit and Implement All Permit Conditions; Ensure No Net Loss of Functions and Values of Wetlands, Other Waters of the U.S., and Waters of the State.</p> <p>Before the approval of grading and improvement plans and before any groundbreaking activity associated with each distinct discretionary development entitlement, the project applicant(s) for any particular discretionary development application requiring fill of wetlands or other waters of the U.S. or waters of the state shall obtain all necessary permits under Sections 401 and 404 of the CWA or the state's Porter-Cologne Act for the respective phase. For each respective discretionary development entitlement, all permits, regulatory approvals, and permit conditions for effects on wetland habitats shall be secured before implementation of any grading activities within 250 feet of waters of the U.S. or wetland habitats or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS, including waters of the state, that potentially support Federally listed species. The project applicant(s) shall commit to replace, restore, or enhance on a "no net loss" basis (in accordance with USACE and the Central Valley RWQCB) the acreage of all wetlands and other waters of the U.S. that would be removed, lost, and/or degraded with implementation of project plans for that development increment. Wetland habitat shall be restored, enhanced, and/or replaced at an acreage and location and by methods agreeable to USACE, the Central Valley RWQCB, and the City, as appropriate, depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes. As part of the Section 404 permitting process, a draft wetland mitigation and monitoring plan (MMP) shall be developed for the project on behalf of the project applicant(s). Before any ground-disturbing activities in an area that would adversely affect wetlands and before engaging in mitigation activities associated with each discretionary development</p>	<p>Before the approval of grading or improvement plans or any ground disturbing activities for any project development phase containing wetland features or other waters of the U.S. The MMP must be approved before any impact on wetlands can occur. Mitigation shall be implemented on an ongoing basis throughout and after construction, as required.</p>	<p>City of Folsom Community Development Department</p>	<p>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 the Summer of 2022. The compliance table is on file with the City. 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</p>	<p>Yes</p>

	<p>entitlement, the project applicant(s) shall submit the draft wetland MMP to USACE, the Central Valley RWQCB, Sacramento County, El Dorado County, and the City for review and approval of those portions of the plan over which they have jurisdiction. The MMP would have to be finalized prior to impacting any wetlands. Once the final MMP is approved and implemented, mitigation monitoring shall continue for a minimum of 5 years from completion of mitigation, 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>As part of the MMP, the project applicant(s) shall prepare and submit plans for the creation of aquatic habitat in order to adequately offset and replace the aquatic functions and services that would be lost at the SPA, account for the temporal loss of habitat, and contain an adequate margin of safety to reflect anticipated success. Restoration of previously altered and degraded wetlands shall be a priority of the MMP for offsetting losses of aquatic functions on the SPA because it is typically easier to achieve functional success in restored wetlands than in those created from uplands. The MMP must demonstrate how the aquatic functions and values that would be lost through project implementation will be replaced.</p> <p>The habitat MMP for jurisdictional wetland features shall be consistent with USACE's and EPA's April 10, 2008 Final Rule for Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Parts 325 and 332 and 40 CFR Part 230) and USACE's October 26, 2010 Memorandum Re: Minimum Level of Documentation Required for Permit Decisions. According to the Final Rule, mitigation banks should be given preference over other types of mitigation because a lot of the risk and uncertainty regarding mitigation success is alleviated by the fact that mitigation bank wetlands must be established and demonstrating functionality before credits can be sold. The use of mitigation credits also alleviates temporal losses of wetland function while compensatory wetlands are being established. Mitigation banks also tend to be on larger, more ecologically valuable parcels and are subjected to more rigorous scientific</p>			<p>reports to the City and SRWQCB.</p> <p>The owner/applicant has recorded Declarations of Covenants & Restrictions (DCR's) in compliance with the requirements of the USACE permit. The DCR's are shown on the final map.</p>	
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	<p>study and planning and implementation procedures than typical permittee-responsible mitigation sites (USACE and EPA, 2008). Permittee-responsible on-site mitigation areas can be exposed to long-term negative effects of surrounding development since they tend to be smaller and less buffered than mitigation banks. The Final Rule also establishes a preference for a “watershed approach” in selecting locations for compensatory mitigation project locations, that mitigation selection must be “appropriate and practicable” and that mitigation banks must address watershed needs based on criteria set forth in the Final Rule. The watershed approach accomplishes this objective by expanding the informational and analytic basis of mitigation project site selection decisions and ensuring that both authorized impacts and mitigation are considered on a watershed scale rather than only project by project. This requires a degree of flexibility so that district engineers can authorize mitigation projects that most effectively address the case-specific circumstances and needs of the watershed, while remaining practicable for the permittee. The SPA includes portions of the Alder Creek, Buffalo Creek, Coyote Creek, and Carson Creek Watersheds. The majority of the SPA is within the Alder Creek Watershed. Alder Creek and Buffalo Creek are part of the Lower American River Watershed. Carson Creek and Coyote Creek are part of the Cosumnes River Watershed. Mitigation credits may be available within the Cosumnes Watershed, but not within the American River Watershed and not within the sub-watersheds of the SPA. Therefore, aquatic habitats may need to be restored or created on the SPA and adjacent off-site lands, preferably within the affected watersheds, in order to successfully replace lost functions at the appropriate watershed scale where loss of function would occur. It is not likely feasible to provide compensatory mitigation for all aquatic resource impacts on site. Therefore, a combination of on-site and off-site permittee-responsible mitigation and mitigation banking would likely be necessary to achieve the no-net-loss standard.</p> <p>The SPA is located within the service areas of several approved mitigation banks (e.g., Bryte Ranch, Clay Station, Fitzgerald Ranch, and Twin City Mitigation Bank). The majority of</p>				
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		<p>compensatory mitigation for wetland impacts is proposed to be accomplished at an agency approved mitigation bank or banks authorized to sell credits to offset impacts in the SPA. The applicants' biological consultant, ECORP, has identified availability of approximately 31 vernal pool credits and 228 seasonal wetland credits at mitigation banks whose service area includes the SPA. Additional credits may also be available from pending, but not yet approved, mitigation banks. However, availability is subject to change and, as noted above, a combination of mitigation bank credits and permittee-responsible on and off-site mitigation may be necessary to fully offset project impacts on wetlands and other waters of the U.S. If USACE determines that the use of mitigation bank credits is not sufficient mitigation to offset impacts within the SPA, the October 26, 2010 Memorandum Re: Minimum Level of Documentation Required for Permit Decisions requires USACE to specifically demonstrate why the use of bank credits is not acceptable to USACE in accordance with Section 33 CFR 332.3(a)(1).</p> <p>Compensatory mitigation for losses of stream and intermittent drainage channels shall follow the Final Rule Guidelines, which specify that compensatory mitigation should be achieved through in-kind preservation, restoration, or enhancement within the same watershed, subject to practicability considerations. The wetland MMP shall address how to mitigate impacts on vernal pool, seasonal swale, seasonal wetland, seep, marsh, pond, and intermittent and perennial stream habitat, and shall describe specific method(s) to be implemented to avoid and/or mitigate any off-site project-related impacts. The wetland compensation section of the habitat MMP shall include the following:</p> <ul style="list-style-type: none"> ▶ Compensatory mitigation sites and criteria for selecting these mitigation sites. In General, compensatory mitigation sites should meet the following criteria, based on the Final Rule; <ul style="list-style-type: none"> ▪ located within the same watershed as the wetland or other waters that would be lost, as appropriate and practicable; 				
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		<ul style="list-style-type: none"> ▪ located in the most likely position to successfully replace wetland functions lost on the impact site considering watershed-scale features such as aquatic habitat diversity, habitat connectivity, available water sources and hydrologic relationships, land use trends, ecological benefits, and compatibility with adjacent land uses, and the likelihood for success and sustainability; ▶ A complete assessment of the existing biological resources in both the on-site preservation areas and off-site compensatory mitigation areas, including wetland functional assessment using the California Rapid Assessment Method (CRAM) (Collins et al. 2008), or other appropriate wetland assessment protocol as determined through consultation with USACE and the USFWS, to establish baseline conditions; ▶ Specific creation and restoration plans for each mitigation site; ▶ Use of CRAM to compare compensatory wetlands to the baseline CRAM scores from wetlands in the SPA. The compensatory wetland CRAM scores shall be compared against the highest quality wetland of each type from the SPA; ▶ CRAM scores, or other wetland assessment protocol scores, from the compensatory wetlands shall be compared against the highest quality wetland scores for each wetland type to document success of compensatory wetlands in replacing the functions of the affected wetlands to be replaced; ▶ Monitoring protocol, including schedule and annual report requirements, and the following elements: <ul style="list-style-type: none"> ▪ ecological performance standards, based on the best available science, that can be assessed in a practicable manner (e.g., performance standards proposed by Barbour et al. 2007). Performance standards must be based on attributes that are objective and verifiable; 				
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		<ul style="list-style-type: none"> ▪ assessments conducted annually for 5 years after construction or restoration of compensatory wetlands to determine whether these areas are acquiring wetland functions and to plot the performance trajectory of preserved, restored, or created wetlands over time. ▪ assessments results for compensatory wetlands shall also be compared against scores for reference wetlands assessed in the same year; ▪ assessments analysis conducted annually for 5 years after any construction adjacent to wetlands preserved on the SPA to determine whether these areas are retaining functions and values. Assessments results for wetlands preserved on site shall also be compared against scores for reference wetlands assessed in the same year; ▪ analysis of assessments data, including assessment of potential stressors, to determine whether any remedial activities may be necessary; ▪ corrective measures if performance standards are not met; ▪ monitoring of plant communities as performance criteria (annual measure of success, during monitoring period) and success criteria (indicative of achievement of mitigation habitat requirement at end of monitoring period) for hydrologic function have become established and the creation site “matures” over time; ▪ GIS analysis of compensatory wetlands to demonstrate actual acreage of functioning wetland habitat; ▪ adaptive management measures to be applied if performance standards and acreage requirements are not being met; ▪ responsible parties for monitoring and preparing reports; and ▪ responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions. 				
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	<p>A final operations and management plan (OMP) for all on- and off-site permittee-sponsored wetland preservation and mitigation areas shall be prepared and submitted to USACE and USFWS for review, comment and preliminary approval prior to the issuance of any permits under Section 404 of the CWA. The plan shall include detailed information on the habitats present within the preservation and mitigation areas, the long-term management and monitoring of these habitats, legal protection for the preservation and mitigation areas (e.g., conservation easement, declaration of restrictions), and funding mechanism information (e.g., endowment). A final OMP for each discretionary development entitlement affecting wetlands must be approved prior to construction.</p> <p>USACE has determined that the project will require an individual permit. In its final stage and once approved by USACE, the MMP for the project is expected to detail proposed wetland restoration, enhancement, and/or replacement activities that would ensure no net loss of aquatic functions in the project vicinity. Approval and implementation of the wetland MMP shall aim to fully mitigate all unavoidable impacts on jurisdictional waters of the U.S., including jurisdictional wetlands. In addition to USACE approval, approval by the City, Sacramento County, El Dorado County, and the Central Valley RWQCB, as appropriate depending on agency jurisdiction, and as determined during the Section 401 and Section 404 permitting processes, will also be required. Approvals from Sacramento County and El Dorado County shall be required for impacts resulting from off-site project elements occurring in these counties, such as the off-site detention basin in Sacramento County and the roadway connections into El Dorado County. To satisfy the requirements of the City and the Central Valley RWQCB, mitigation of impacts on the nonjurisdictional wetlands beyond the jurisdiction of USACE shall be included in the same MMP. All mitigation requirements determined through this process shall be implemented before grading plans are approved. The MMP shall be submitted to USACE and approved prior to the issuance of any permits under Section 404 of the CWA. Water</p>				
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		<p>quality certification pursuant to Section 401 of the CWA will be required before issuance of a Section 404 permit. Before construction in any areas containing wetland features, the project applicant(s) shall obtain water quality certification for the project. Any measures required as part of the issuance of water quality certification shall be implemented.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be developed by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., Caltrans, El Dorado and/or Sacramento Counties).</p>				
71-14	3A.3-2a (FPASP EIR/EIS)	<p>Avoid Direct Loss of Swainson’s Hawk and Other Raptor Nests. To mitigate impacts on Swainson’s hawk and other raptors (including burrowing owl), the project applicant(s) of all project phases shall retain a qualified biologist to conduct preconstruction surveys and to identify active nests on and within 0.5 mile of the SPA and active burrows on the SPA. 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 construction for all project phases. To the extent feasible, guidelines provided in Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in the Central Valley (Swainson’s Hawk Technical Advisory Committee 2000) 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 and other 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 consultation with DFG that reducing the buffer would not result in nest abandonment. DFG 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 DFG, determine that such an adjustment would not be likely to adversely affect the nest.</p> <p>Monitoring of the nest by a qualified biologist during and after</p>	<p>Before the approval of grading and improvement plans, before any ground disturbing activities, and during project construction as applicable for all project phases.</p>	<p>California Department of Fish and Game and City of Folsom Community Development Department</p>	<p>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 the Summer of 2022. The compliance table is on file with the City.</p>	<p>Yes</p>

		<p>construction activities will be required if the activity has potential to adversely affect the nest.</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.</p> <p>The City shall consult with DFG. 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, burrow 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> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be developed by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans), such that the performance criteria set forth in DFG’s guidelines are determined to be met.</p>				
71-15	3A.3-2b (FPASP EIR/EIS)	<p>Mitigation Measure 3A.3-2b: Prepare and Implement a Swainson’s Hawk Mitigation Plan.</p> <p>To mitigate for the loss of Swainson’s hawk foraging habitat, the project applicant(s) of all project phases shall prepare and implement a Swainson’s hawk mitigation plan including, but not limited to the requirements described below.</p> <p>Before the approval of grading and improvement plans or before any ground-disturbing activities, whichever occurs first, the project applicant(s) shall preserve, to the satisfaction of the City or Sacramento County, as appropriate depending on agency jurisdiction, suitable Swainson’s hawk foraging habitat to ensure 1:1 mitigation of habitat value for Swainson’s hawk foraging habitat lost as a result of the project, as determined by the City, or Sacramento County, after consultation with DFG and a qualified biologist.</p>	<p>Before the approval of grading, improvement, or construction plans and before any ground disturbing activity in any project development phase that would affect Swainson’s hawk foraging habitat.</p>	<p>City of Folsom Community Development Department</p>	<p>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 the Summer of 2022. The compliance table is on file with the City.</p>	<p>Yes</p>

	<p>The 1:1 habitat value shall be based on Swainson’s hawk nesting distribution and an assessment of habitat quality, availability, and use within the City’s planning area, or Sacramento County jurisdiction. 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, which call for the following mitigation ratios for loss of foraging habitat in these categories: 1:1 if within 1 mile of an active nest site, 0.75:1 if over 1 mile but less than 5 miles, and 0.5:1 if over 5 miles but less than 10 miles from an active nest site. Such mitigation shall be accomplished through credit purchase from an established mitigation bank approved to sell Swainson’s hawk foraging habitat credits to mitigate losses in the SPA, if available, or through the transfer of fee title or perpetual conservation easement. The mitigation land shall be located within the known foraging area and within Sacramento County. The City, or Sacramento County if outside City jurisdiction, after consultation with DFG, will determine the appropriateness of the mitigation land.</p> <p>Before approval of such proposed mitigation, the City, or Sacramento County for the off-site detention basin, shall consult with DFG regarding the appropriateness of the mitigation. If mitigation is accomplished through conservation easement, then such an easement shall ensure the continued management of the land to maintain Swainson’s hawk foraging values, including but not limited to ongoing agricultural uses and the maintenance of all existing water rights associated with the land. The conservation easement shall be recordable and shall prohibit any activity that substantially impairs or diminishes the land’s capacity as suitable Swainson’s hawk habitat.</p> <p>The project applicant(s) 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 DFG named as third-party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages</p>				
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	<p>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 or County, after consultation with DFG. The City, or County, after consultation with DFG and the Conservation Operator, shall approve the content and form of the conservation easement. The City, or County, DFG, 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>The project applicant(s), after consultation with the City, or County of jurisdiction, DFG, 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 or Sacramento County for the off-site detention basin to be distributed 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 DFG. Mitigation lands established or acquired for impacts incurred at the off-site detention basin shall require approval from Sacramento County prior to sale or transfer of mitigation lands or conservation easement.</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 DFG, or Sacramento County and DFG depending on jurisdiction of the affected habitat. 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</p>				
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		<p>functioning as habitat by reviewing regular monitoring reports prepared by the Conservation Operator of the mitigation site(s). Monitoring of the mitigation site(s) shall continue for the first 10 years after establishment of the easement and shall be funded through the endowment, or other appropriate funding mechanism, established by the project applicant(s). Sacramento County shall review the monitoring reports for impacts on habitat at the off-site detention basin.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., Sacramento County and Caltrans).</p>				
71-16	3A.3-2c (FPASP EIR/EIS)	<p>Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies. To avoid and minimize impacts to tricolored blackbird, the project applicant(s) 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 project applicant(s) of each applicable project phase in consultation with the affected</p>	Before the approval of any ground-disturbing activity within 500 feet of suitable nesting habitat as applicable for all project phases.	City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes

		oversight agency(ies) (i.e., Caltrans) and must be sufficient to achieve the performance criteria described above.				
71-17	3A.3-2d (FPASP EIR/EIS)	<p>Avoid and Minimize Impacts to Special-Status Bat Roosts. The project applicant of all project phases containing potential bat roosting habitat shall retain a qualified biologist to conduct surveys for roosting bats. Surveys shall be conducted in the fall to determine if the mine shaft is used as a hibernaculum and in spring and/or summer to determine if it is used as a maternity or day roost. Surveys shall consist of evening emergence surveys to note the presence or absence of bats and could consist of visual surveys at the time of emergence. If evidence of bat use is observed, the number and species of bats using the roost shall be determined. Bat detectors may be used to supplement survey efforts. If no bat roosts are found, then no further study shall be required.</p> <p>If roosts of pallid bat or Townsend’s big-eared bats are determined to be present and must be removed, the bats shall be excluded from the roosting site. A mitigation program addressing compensation, exclusion methods, and roost removal procedures shall be developed in consultation with DFG before implementation. Exclusion methods may include use of one-way doors at roost entrances (bats may leave but not reenter), or sealing roost entrances when the site can be confirmed to contain no bats. Exclusion efforts may be restricted during periods of sensitive activity (e.g., during hibernation or while females in maternity colonies are nursing young). The loss of each roost (if any) will be replaced in consultation with DFG and may include construction and installation of bat boxes suitable to the bat species and colony size excluded from the original roosting site. Roost replacement will be implemented before bats are excluded from the original roost sites. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the mine shaft may be removed.</p>	Before the approval of any ground-disturbing activity within 500 feet of suitable nesting habitat as applicable for all project phases.	City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes
71-18	3A.3-2g (FPASP EIR/EIS)	<p>Secure Take Authorization for Federally Listed Vernal Pool Invertebrates and Implement All Permit Conditions. No project construction shall proceed in areas supporting potential habitat for Federally listed vernal pool invertebrates,</p>	Before the approval of any grading or improvement plans, before any ground	U.S. Army Corps of Engineers, Sacramento	The City and its Environmental Compliance Consultant (Helix) have reviewed	Yes

	<p>or within adequate buffer areas (250 feet or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS), until a biological opinion (BO) or Not Likely to Adversely Affect (NLAA) letter has been issued by USFWS and the project applicant(s) for any particular discretionary development entitlements affecting such areas have abided by conditions in the BO (including conservation and minimization measures) intended to be completed before on-site construction. Conservation and minimization measures shall include preparation of supporting documentation describing methods to protect existing vernal pools during and after project construction, a detailed monitoring plan, and reporting requirements.</p> <p>As described under Mitigation Measure 3A.3-1a, an MMP shall be developed that describes details how loss of vernal pool and other wetland habitats shall be offset, including details on creation of habitat, account for the temporal loss of habitat, contain performance standards to ensure success, and outline remedial actions if performance standards are not met.</p> <p>The project applicant(s) for any particular discretionary development application potentially affecting vernal pool habitat shall complete and implement a habitat MMP that will result in no net loss of acreage, function, and value of affected vernal pool habitat. The final habitat MMP shall be consistent with guidance provided in Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans within the Jurisdiction of the Sacramento Field Office, California (USFWS 1996) or shall provide an alternative approach that is acceptable to the City, USACE, and USFWS and accomplishes no net loss of habitat acreage, function, and value.</p> <p>The project applicant(s) for any particular discretionary development application “potentially affecting vernal pool habitat” shall ensure that there is sufficient upland habitat within the target areas for creation and restoration of vernal pools and vernal pool complexes to provide ecosystem health. This standard shall be accomplished by requiring the project</p>	<p>disturbing activities within 250 feet of said habitat or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS, and on an ongoing basis throughout construction as applicable for all project phases as required by the mitigation plan, BO, and/or BMPs.</p>	<p>District; U.S. Fish and Wildlife Service; and City of Folsom Community Development Department</p>	<p>all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in the Summer of 2022. The compliance table is on file with the City.</p>	
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	<p>applicant(s) for any discretionary development application affecting vernal pool or seasonal wetland habitat to identify the extent of indirectly affected vernal pool and seasonal wetland habitat, either by identifying all such habitat within 250 feet of project construction activities or by providing an alternative technical evaluation. If a lesser distance is pursued, this distance shall be approved by USFWS. The project applicant(s) shall preserve acreage of vernal pool habitat for each wetted acre of any indirectly affected vernal pool habitat at a ratio approved by USFWS at the conclusion of the Section 7 consultation. This mitigation shall occur before the approval of any grading or improvement plans for any project phase that would allow work within 250 feet of such habitat or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS, and before any ground disturbing activity within 250 feet of the habitat or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS. The project applicant(s) will not be required to complete this mitigation measure for direct or indirect impacts that have already been mitigated to the satisfaction of USFWS through another BO or mitigation plan (i.e., if impacts on specific habitat acreage are mitigated by one project phase or element, the project applicant(s) will not be required to mitigate for it again in another phase of the project).</p> <p>A standard set of BMPs shall be applied to construction occurring in areas within 250 feet of off-site vernal pool habitat, or within any lesser distance deemed adequate by a qualified biologist (with approval from USFWS) to constitute a sufficient buffer from such habitat. Refer to Section 3A.9, "Hydrology and Water Quality - Land" for the details of BMPs to be implemented.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be developed by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p>				
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71-19	3A.3-4a (FPASP EIR/EIS)	<p>Mitigation Measure 3A.3-4a: Secure and Implement Section 1602 Streambed Alteration Agreement. The project applicant(s) for any particular discretionary development application shall obtain a Section 1602 streambed alteration agreement from DFG for all construction activities that would occur in the bed and bank of Alder Creek and other drainage channels and ponds on the SPA. As a condition of issuance of the streambed alteration agreement, the project applicant(s) for any particular discretionary development application affecting riparian habitat shall hire a qualified restoration ecologist to prepare a riparian habitat MMP. The draft MMP shall describe specific method(s) to be implemented to avoid and/or compensate for impacts on the stream channel of Alder Creek and other drainage channels within DFG jurisdiction, and the bed and banks of the on-site ponds. Mitigation measures may include establishment or restoration of riparian habitat within the project's open space areas along preserved stream corridors, riparian habitat restoration off-site, or preservation and enhancement of existing riparian habitat either on or off the SPA. The compensation habitat shall be similar in composition and structure to the habitat to be removed and shall be at ratios adequate to offset the loss of riparian habitat functions and services at the SPA. The riparian habitat compensation section of the habitat MMP shall include the following:</p> <ul style="list-style-type: none"> ▶ compensatory mitigation sites and criteria for selecting these mitigation sites; ▶ complete assessment of the existing biological resources in both the on-site and off-site preservation and restoration areas; ▶ site-specific management procedures to benefit establishment and maintenance of native riparian plant species, including black willow, arroyo willow, white alder, and Fremont cottonwood; ▶ a planting and irrigation program if needed for establishment of native riparian trees and shrubs at strategic locations within each mitigation site (planting and irrigation may not be necessary if preservation of 	Before the approval of grading or improvement plans or any construction activities (including clearing and grubbing) that affect the bed and bank or riparian and freshwater marsh habitat associated with Alder Creek and other on-site or off-site drainage channels and ponds.	California Department of Fish and Game and City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes
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		<p>functioning riparian habitat is chosen as mitigation or if restoration can be accomplished without irrigation or planting);</p> <ul style="list-style-type: none"> ▶ in kind reference habitats for comparison with compensatory riparian habitats (using performance and success criteria) to document success; ▶ monitoring protocol, including schedule and annual report requirements (compensatory riparian habitats shall be monitored for a minimum period of five years); ▶ ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship; at a minimum, compensatory mitigation planting sites must achieve 80% survival of planted riparian trees and shrubs by the end of the five-year maintenance and monitoring period or dead and dying trees shall be replaced and monitoring continued until 80% survivorship is achieved; ▶ corrective measures if performance standards are not met; ▶ responsible parties for monitoring and preparing reports; and ▶ responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions. <p>Any conditions of issuance of the Streambed Alteration Agreement shall be implemented as part of project construction activities that adversely affect the bed and bank and riparian habitat associated with Alder Creek and other drainage channels and ponds that are within the project area that is subject to DFG jurisdiction. The agreement shall be executed by the project applicant(s) and DFG 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 Alder Creek and other on-site or off-site drainage channels</p>				
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		<p>under DFG jurisdiction and their associated freshwater marsh and riparian habitat.</p> <p>Mitigation for the U.S. 50 interchange improvements must be coordinated by the project applicant(s) of each applicable project phase with the Caltrans.</p>				
71-20	3A.3-4b (FPASP EIR/EIS)	<p>Conduct Surveys to Identify and Map Valley Needlegrass Grassland; Implement Avoidance and Minimization Measures or Compensatory Mitigation. The project applicant(s) of all project phases shall retain a qualified botanist to conduct preconstruction surveys to determine if valley needlegrass grassland is present on the SPA. This could be done concurrently with any special-status plant surveys conducted on site as special-status plant surveys are floristic in nature, i.e. require that all species encountered be identified, and require preparation of a plant community map. If valley needlegrass grassland is not found on the SPA, the botanist shall document the findings in a letter report to the City of Folsom, and no further mitigation shall be required. Valley needlegrass grassland was not found in any of the off-site project elements.</p> <p>If valley needlegrass grassland is found on the SPA, the location and extent of the community shall be mapped and the acreage of this community type, if any, that would be removed by project implementation shall be calculated. The project applicant(s) for any particular discretionary development application affecting valley needlegrass grassland shall consult with DFG and the City of Folsom to determine appropriate mitigation for removal of valley needlegrass grassland resulting from project implementation. Mitigation measures shall include one or more of the following components sufficient to achieve no net loss of valley needlegrass grassland acreage: establishment of valley needlegrass grassland within project's open space areas currently characterized by annual grassland, establishment of valley needlegrass grassland off-site, or preservation and enhancement of existing valley needlegrass grassland either on or off the SPA. The applicant(s) shall compensate for any loss of valley needlegrass grassland</p>	<p>Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase.</p>	<p>California Department of Fish and Game, and City of Folsom Community Development Department</p>	<p>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 the Summer of 2022. The compliance table is on file with the City.</p>	<p>Yes</p>

		resulting from project implementation at a minimum 1:1 replacement ratio.				
71-21	3A.3-5 (FPASP EIR/EIS)	<p>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 Retained On Site. The project applicant(s) shall prepare an oak woodland mitigation and monitoring plan. The project applicant(s) of all on- and off-site project phases containing oak woodland habitat or individual trees shall adhere to the requirements described below, which are consistent with those outlined in California Public Resources Code 21083.4. Pursuant to Sacramento County General Plan policy, the acreage of oak woodland habitat for determining impacts and mitigation requirements was calculated as the oak tree canopy area within stands of oak trees having greater than 10% cover plus a 30-foot-radius buffer measured from the outer edge of the tree canopy. Oak trees located in areas greater than 30 feet from stands meeting the greater than 10% tree canopy cover criterion were considered isolated trees and not part of the blue oak woodland community. Mitigation for impacts on isolated oak trees is discussed separately below.</p> <ul style="list-style-type: none"> ▶ Preserve approximately 399 acres of existing oak woodland habitat in the SPA (this acreage is based on the extent of oak woodland habitat as determined from aerial photograph interpretation; however, following completion of ground verification by a qualified arborist, the actual amount of oak woodland present within impact areas could be slightly greater or lesser than the amount calculated from aerial photograph and, therefore, the amount preserved could also be slightly greater or lesser than 399 acres). ▶ Create 243 acres of oak woodland habitat in the SPA by planting a combination of blue oak acorns, seedlings, and trees in the following SPA locations: 	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase containing protected trees or oak woodland.	City of Folsom Community Development Department	<p>The owner/applicant obtained a Tree Permit from the Community Development Department for the removal of protected oak trees that were impacted by the grading and construction of Phase 3 of the Toll Brothers at Folsom Ranch project.</p> <p>The Tree Permit was approved prior to commencement of grading and construction in the Summer of 2022. The owner/applicant paid in-lieu fees for the removal of some trees, the City approved a Tree Replacement Plan for another portion of the tree that were removed and preserved existing oak trees in El Dorado County for the remaining mitigation for the total number of protected trees in</p>	Yes

		<ul style="list-style-type: none"> ▪ Non-wooded areas that are adjacent to or contiguous with the existing oak woodland habitat. ▪ Preserve and passive open space zones throughout the SPA. ▪ Open space areas that are adjacent to existing oak woodlands that will be impacted by project grading (i.e. catch slopes). ▪ Other practical locations within the SPA in or adjacent to open space. ▪ Oak Woodlands Mitigation Planting Criteria <p>The following oak woodland mitigation planting criteria shall be used to create oak woodland habitat:</p> <ul style="list-style-type: none"> ▶ A minimum of 55 planting sites per acre (with a total of 70 units, as defined below) will mitigate for one acre of oak woodland impacts. A combination of acorns, seedlings, and various sizes of container trees (#1 container, #5 container, #15 container) or transplanted trees shall be incorporated into the planting design. Mitigation acreage that is planted solely with larger oak trees (no acorns) shall have a minimum of 35 planting sites per acre. The units are defined as follows: <ul style="list-style-type: none"> ▪ One established acorn equals one unit (acorns will be over planted to maximize potential germination). ▪ One oak seedling equals one unit. ▪ One #1 container oak tree equals two units. ▪ One #5 container oak tree equals three units. ▪ One #15 container oak tree equals four units. ▪ One 24-inch boxed oak tree equals six units. ▪ One transplanted oak tree equals four units per trunk diameter inch (dbh). ▪ Native non oak species characteristic of oak woodlands shall be included in the mitigation planting plan to augment overall habitat values. Each non oak tree species 			<p>accordance with this condition.</p> <p>The Conservation Easements within the Phase 3 portion of the subdivision were fenced off around their boundaries in advance of the commencement of grading and construction and the City verified compliance by inspecting the fence in advance of grading.</p>	
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		<p>shall represent unit values described above for oak trees, but non oak species shall comprise no more than 10% of the mitigation plantings.</p> <ul style="list-style-type: none"> ▶ Preserve and protect existing off-site oak woodland habitat. Existing, unprotected oak woodland habitat within Sacramento and El Dorado Counties may be secured and placed under conservation easement in lieu of onsite mitigation measures if necessary. The off-site locations would be managed as oak woodland habitat in perpetuity. ▶ Create oak woodlands off site. Plant a combination of blue oak acorns, seedlings, and trees at off-site location(s), if needed to achieve the creation goal of 243 acres of new blue oak woodland habitat. This measure would only be needed if 243 acres of blue oak woodland could not be created in the SPA. Off-site creation shall follow the same guidelines as outlined in the Mitigation Planting Criteria for onsite creation. Off-site tree planting shall occur at sites within Sacramento County that should naturally support blue oak woodland and shall be used to restore former blue oak woodland habitat that has been degraded or removed through human activities. Restoration shall be designed to result in species composition and densities similar to those in the SPA prior to project development. Planted areas shall be placed under conservation easement and managed as oak woodland habitat in perpetuity. ▶ The oak woodland mitigation plan prepared by the project applicant(s) shall include a maintenance and monitoring program for any replacement trees. The program shall include monitoring and reporting requirements, schedule, and success criteria. Replacement oak trees shall be maintained and monitored for a minimum of eight years from the date of planting and irrigation shall be provided to planted trees for the first five years after planting. Any replacement trees that die during the monitoring period shall be replaced in sufficient numbers to achieve 80% survival rate for planted trees by the end of the eight-year 				
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		<p>maintenance and monitoring period. Dead and dying trees shall be replaced and monitoring continued until 80% survivorship is achieved. Security acceptable to the City and sufficient to cover maintenance and monitoring costs for eight years shall be provided to the City Planning Department. The security will be forfeited if the project applicant or designated responsible party fails to provide maintenance and monitoring and meet the success criteria.</p> <p>Isolated Oak Tree Mitigation</p> <p>The project applicant(s) of all on-site project phases containing oak woodland habitat or isolated trees and the off-site Prairie City Road and Oak Avenue interchange improvements to U.S. 50; Rowberry Drive Overcrossing; and the underground sewer force main shall develop a map depicting the tree canopy of all oak trees in the survey area and identifying the acreage of tree canopy that would be preserved and the acreage that would be removed. A tree permit for removal of isolated oak trees (those not located within the delineated boundary of oak woodland habitat) shall be obtained from the City Planning Director. As a condition of the tree removal permit, project applicant(s) shall be required to develop a Planting and Maintenance Agreement. The City's Tree Preservation Code requires compensatory mitigation and the City and the project applicants have developed a plan, as set forth Section 10 of the Folsom Plan Area Specific Plan (attached to this EJR/EIS as Appendix N) specifically to avoid and minimize adverse effects on isolated oak trees from project development and to provide compensatory mitigation for removal of protected trees in the SPA. In addition to the language contained in the Folsom Plan Area Specific Plan, the following elements shall be included in a protected tree mitigation plan to be developed by the project applicants and agreed upon by the City:</p> <ul style="list-style-type: none"> ▶ Project applicant(s) of projects containing isolated oak trees shall retain a certified arborist or registered professional forester to perform a determinate survey of tree species, size (dbh), condition, and location for all areas of the project site proposed for tree removal and 				
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		<p>encroachment of development. The condition of individual trees shall be assessed according to the American Society of Consulting Arborists rating system with the following added explanations:</p> <ul style="list-style-type: none"> ▪ 5 = Excellent; No problems – tree has no structural problems, branches are properly spaced and tree characteristics are nearly perfect for the species. ▪ 4 = Good; No apparent problems – tree is in good condition and no apparent problems from visual inspection. If potential structural or health problems are tended at this stage, future hazard can be reduced and more serious health problems can be averted. ▪ 3 = Fair; Minor problems – There are some minor structural or health problems that pose no immediate danger. When the recommended actions in an arborist report are completed correctly the defect(s) can be minimized or eliminated. ▪ 2 = Poor; Major problems – the tree is in poor condition, but the condition could be improved with correct arboricultural work including, but not limited to: pruning, cabling, bracing, bolting, guying, spraying, mistletoe removal, vertical mulching, and fertilization. If the recommended actions are completed correctly, hazard can be reduced and the rating can be elevated to a 3. If no action is taken the tree is considered a liability and should be removed. ▪ 1 = Hazardous or non correctable condition – the tree is in extremely poor condition and in non-reversible decline. This rating is assigned to a tree that has structural and/or health problems that no amount of tree care work or effort can change. The issues may or may not be considered a dangerous situation. The tree may also be infested with a disease or pest(s) that is non-controllable at this time and is causing an unacceptable risk of spreading the disease or pests(s) to other trees. 				
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		<ul style="list-style-type: none"> ▪ 0 = Dead – the tree has no significant signs of life (dead or very close to being dead). <p>Isolated Oak Tree Mitigation Planting Criteria</p> <ul style="list-style-type: none"> ▶ The determination for whether an isolated tree shall be preserved, removed without compensation, or removed with compensatory mitigation shall be based on the condition and size of the tree as follows: <ul style="list-style-type: none"> ▪ Trees rated 0 or 1 may be removed with no mitigation. ▪ Trees rated 2 may be removed at 50% of the normal Folsom Municipal Code mitigation. ▪ Trees rated 3, 4, and/or 5 may be removed at the normal Folsom Municipal Code mitigation. ▪ Native isolated oaks measuring 24 inches or greater dbh for a single trunk or 40 inches or more for a multi-trunked tree and rated a 3 to 5 shall be retained, unless retaining wall(s) higher than 4 feet tall (from bottom of footing to the top of the wall) would be required to protect the tree(s) from mass grading of the SPA properties. ▪ Native oaks measuring between 12 and 24 inches dbh and rated a 4 or 5 shall not be removed or mitigated unless wall(s) higher than 4 feet tall (from bottom of footing to the top of the wall) would be required to protect the tree(s) from mass grading of the SPA properties. Trees in this size class but rated 2 or 3 shall not be removed unless unreasonable costs to save the tree(s) (greater than the cost of implementing the isolated oak tree mitigation planting criteria described here) would result. ▪ Native oaks measuring 5 inches or greater dbh but less than 12 inches dbh shall not be removed unless unreasonable costs to save the tree(s) (greater than the cost of implementing the isolated oak tree mitigation planting criteria described here) would result. ▪ Native oak trees measuring 1 inch or greater dbh but less than 5 inches dbh may be preserved to receive a Small 				
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		<p>Tree Preservation Credit (STPC). Any tree that is to be considered for preservation credit shall be evaluated, included in the arborist report, and shall have been found to be rated a 3, 4, or a 5. Credits shall only be accepted if the tree protection zone (TPZ) (i.e., the outer edge of the tree canopy drip line) is protected with fencing in the exact manner that 5 inches dbh and greater trees are protected on a construction site, and the spacing is equal to the proper tree spacing dictated by the Folsom Master Tree List. STPC shall not count if they the tree is in a poor growing space due to its position within the TPZ of another protected tree to be preserved. The City shall accept the preservation of native oak trees in this size class as credit towards the total removed inches based on the following STPC criteria:</p> <ul style="list-style-type: none">▶ Folsom Municipal Code requires one of the following be planted as compensation for each diameter inch of protected tree removed:<ul style="list-style-type: none">▪ half of a 24-inch box tree;▪ one #15 container tree;▪ two #5 container trees; or▪ \$150 in-lieu payment or other fee set by City Council Resolution.▶ The Planting and Maintenance Agreement shall include a planting plan, planting and irrigation design details, and a weaning schedule for the establishment period. The plan shall include a 5-year establishment period for trees and 8 years for planted acorns with an annual monitoring report that includes corrections needed with proposed work plan, and notice of compliance within 90-days of annual monitoring report. Security in an form acceptable to the City and sufficient to cover maintenance and monitoring costs for eight years shall be provided to the City Planning Department. The security will be forfeited if the project				
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		<p>applicant or designated responsible party fails to fulfill the Planting and Maintenance Agreement.</p> <ul style="list-style-type: none"> ▶ To avoid and minimize indirect impacts on protected trees to remain on the SPA, the project applicant(s) of all affected project phases shall install high visibility fencing outside the outer edge of the drip lines of all trees to be retained on the SPA during project construction. The fencing may be installed around groups or stands of trees or whole wooded areas but must be installed so that the drip lines of all trees are protected. Grading, trenching, equipment or materials storage, parking, paving, irrigation, and landscaping shall be prohibited within the fenced areas (i.e. drip lines of protected trees). If the activities listed cannot be avoided within the drip line of a particular tree, that tree shall be counted as an affected tree and compensatory mitigation shall be provided, or the tree in question shall be monitored for a period of five years and replaced only if the tree appears to be dead or dying within five years of project implementation. <p>Through a combination of the mitigation options presented above along with the proposed on-site preservation of blue oak woodland habitat in the open space areas, the project applicant(s) can satisfy the mitigation requirements for removal of trees protected under the Folsom Municipal Code while also mitigating the impacts on oak woodland habitat, as determined through consultation with the Sacramento County Planning Department (for County off-site impacts only) and/or the City of Folsom.</p> <p>Mitigation for the U.S. 50 interchange improvements must be coordinated by the project applicant(s) of each applicable project phase with Caltrans.</p>				
71-22	WS-1 (Addendum)	<p>Conduct Environmental Awareness Training for Construction Employees.</p> <p>Prior to beginning construction activities, the Project Applicant shall employ a qualified biologist to develop and conduct environmental awareness training for construction employees.</p>	Before approval of grading or improvement plans or any ground disturbing activities, including	City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions	Yes

		<p>The training shall describe the importance of onsite biological resources, including special-status wildlife habitats; potential nests of special-status birds; and roosting habitat for special-status bats. The biologist shall also explain the importance of other responsibilities related to the protection of wildlife during construction such as inspecting open trenches and looking under vehicles and machinery prior to moving them to ensure there are no lizards, snakes, small mammals, or other wildlife that could become trapped, injured, or killed in construction areas or under equipment.</p> <p>The environmental awareness program shall be provided to all construction personnel to brief them on the life history of special-status species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by State and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent shall ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout that describes and illustrates sensitive resources to be avoided during project construction and identifies all relevant permit conditions shall be provided to each person.</p>	grubbing or clearing, for any project phase.		and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in the Summer of 2022. The compliance table is on file with the City.	
71-23	WS-2 (Addendum)	<p>Conduct Preconstruction Western Spadefoot Survey.</p> <p>The Project Applicant(s) shall retain a qualified biologist to conduct a preconstruction western spadefoot survey within 48 hours of the initiation of construction activity within suitable tadpole habitat (e.g., vernal pools, seasonal wetlands, and drainages with standing water) for western spadefoot. If no western spadefoot individuals are found during the preconstruction survey, the biologist shall document the findings in a letter report to CDFW and the City, and no further mitigation shall be required. If western spadefoot individuals are found, the qualified biologist shall consult with CDFW to determine appropriate avoidance measures.</p>	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, within suitable tadpole habitat.	California Department of Fish and Game, and City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes

71-24	NWPT-1 (Addendum)	<p>Conduct Preconstruction Northwestern Pond Turtle Survey.</p> <p>The Project Applicant(s) shall retain a qualified biologist to conduct a preconstruction northwestern pond turtle survey within 48 hours of the initiation of construction activity within suitable habitat for northwestern pond turtle. If no northwestern pond turtles are found during the preconstruction survey, the biologist shall document the findings in a letter report to CDFW and the City, and no further mitigation shall be required. If northwestern pond turtles are found, the qualified biologist shall capture and relocate the turtles to a suitable preserved location in the vicinity of the project.</p>	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, within suitable northwestern pond turtle habitat.	California Department of Fish and Game, and City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes
71-25	NB-1 (Addendum)	<p>Preconstruction Nesting Bird Survey.</p> <p>The Project Applicant shall conduct a preconstruction nesting bird survey of all areas associated with construction activities on the project site within 14 days prior to commencement of construction during the nesting season (1 February through 31 August).</p> <p>If active nests are found, a no-disturbance buffer around the nest shall be established. The buffer distance shall be established by a qualified biologist in consultation with CDFW. The buffer shall be maintained until the fledglings are capable of flight and become independent of the nest, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures are necessary. Pre-construction nesting surveys are not required for construction activity outside of the nesting season.</p>	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase.	California Department of Fish and Game, and City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes
Cultural and Tribal Cultural Resources						
71-26	3A.5-1a (Addendum)	<p>Comply with the Programmatic Agreement.</p> <p>The PA for the project is incorporated by reference. The PA provides a management framework for identifying historic properties, determining adverse effects, and resolving those</p>	During all construction phases	City of Folsom Community Development	On June 10, 2019, the US Army Corps of Engineers, in consultation with the	Yes

		adverse effects as required under Section 106 of the National Historic Preservation Act. This document is incorporated by reference. The PA is available for public inspection and review at the California Office of Historic Preservation 1725 23rd Street Sacramento, CA 95816.		Department; U.S. Army Corp of Engineers;	City, SHPO, the tribes and consulting parties determined that the entire Toll Brothers at Folsom Ranch Regency project has satisfied its pre-construction compliance requirements for cultural resources and may proceed with construction. All required compliance letters are on file with the Community Development Department.	
71-27	3A.5-1b (Addendum)	<p>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.</p> <p>These steps may be combined with deliverables and management steps performed for Section 106 provided that management documents prepared for the PA also clearly reference the California Register of Historical Resources (CRHR) listing criteria and significance thresholds that apply under CEQA. Prior to ground disturbing work for each individual development phase or off-site element, the applicable oversight agency (City of Folsom, El Dorado County, Sacramento County, or Caltrans), or the project applicant(s) of all project phases, with applicable oversight agency, shall perform the following actions:</p> <ul style="list-style-type: none"> ▶ The project applicant shall retain the services of a qualified archaeologist to perform an inventory of cultural resources within each individual development phase or off-site element subject to approval under CEQA. Identified resources shall be evaluated for listing on the CRHR. The 	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase.	City of Folsom Community Development Department	On June 10, 2019, the US Army Corps of Engineers, in consultation with the City, SHPO, the tribes and consulting parties determined that the entire Toll Brothers at Folsom Ranch Regency project has satisfied its pre-construction compliance requirements for cultural resources and may proceed with construction. All required compliance letters are on file with the Community Development Department.	Yes

		<p>inventory report shall also identify locations that are sensitive for undiscovered cultural resources based upon the location of known resources, geomorphology, and topography. The inventory report shall specify the location of monitoring of ground-disturbing work in these areas by a qualified archaeologist and monitoring in the vicinity of identified resources that may be damaged by construction, if appropriate.</p> <ul style="list-style-type: none"> ▶ The identification of any sensitive locations subject to monitoring during construction of each individual development phase shall be performed in concert with monitoring activities performed under the PA to minimize the potential for conflicting requirements. ▶ For each resource that is determined eligible for the CRHR, the applicable agency or the project applicant(s) for any particular discretionary development (under the agency’s direction) shall obtain the services of a qualified archaeologist who shall determine if implementation of the individual project development would result in damage or destruction of “significant” (under CEQA) cultural resources. These findings shall be reviewed by the applicable agency for consistency with the significance thresholds and treatment measures provided in this EIR/EIS. ▶ Where possible, the project shall be configured or redesigned to avoid impacts on eligible or listed resources. Alternatively, these resources may be preserved in place if possible, as suggested under California Public Resources Code Section 21083.2. Avoidance of historic properties is required under certain circumstances under the Public Resource Code and 36 CFR Part 800. ▶ Where impacts cannot be avoided, the applicable agency or the project applicant(s) of all project phases (under the applicable agency’s direction) shall prepare and implement treatment measures that are determined to be necessary by 				
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		<p>a qualified archaeologist. These measures may consist of data recovery excavations for resources that are eligible for listing because of the data they contain (which may contribute to research). Alternatively, for historical architectural, engineered, or landscape features, treatment measures may consist of a preparation of interpretive, narrative, or photographic documentation. These measures shall be reviewed by the applicable oversight agency for consistency with the significance thresholds and standards provided in this EIR/EIS.</p> <ul style="list-style-type: none"> ▶ To support the evaluation and treatment required under this Mitigation Measure, the archaeologist retained by either the applicable oversight agency or the project applicant(s) of all project phases shall prepare an appropriate prehistoric and historic context that identifies relevant prehistoric, ethnographic, and historic themes and research questions against which to determine the significance of identified resources and appropriate treatment. ▶ These steps and documents may be combined with the phasing of management and documents prepared pursuant to the FAPA to minimize the potential for inconsistency and duplicative management efforts. <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries shall be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p>				
71-28	3A.5-2 (Addendum)	<p>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.</p> <p>To reduce potential impacts to previously undiscovered cultural resources, the project applicant(s) of all project phases shall do the following:</p> <ul style="list-style-type: none"> ▶ Before the start of ground-disturbing activities, the project applicant(s) of all project phases shall retain a qualified 	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase.	City of Folsom Community Development Department; U.S. Army Corp of Engineers	On June 10, 2019, the US Army Corps of Engineers, in consultation with the City, SHPO, the tribes and consulting parties determined that the entire Toll Brothers at Folsom Ranch Regency	Yes

		<p>archaeologist to conduct training for construction workers as necessary based upon the sensitivity of the project APE, to educate them about the possibility of encountering buried cultural resources and inform them of the proper procedures should cultural resources be encountered.</p> <ul style="list-style-type: none"> ▶ As a result of the work conducted for Mitigation Measures 3A.5-1a and 3A.5-1b, if the archaeologist determines that any portion of the SPA or the off-site elements should be monitored for potential discovery of as-yet-unknown cultural resources, the project applicant(s) of all project phases shall implement such monitoring in the locations specified by the archaeologist. USACE should review and approve any recommendations by archaeologists with respect to monitoring. ▶ Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, or architectural remains be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) (identified below) shall be notified immediately. The appropriate oversight agency(ies) shall retain a qualified archaeologist who shall conduct a field investigation of the specific site and shall assess the significance of the find by evaluating the resource for eligibility for listing on the CRHR and the NRHP. If the resource is eligible for listing on the CRHR or NRHP and it would be subject to disturbance or destruction, the actions required in Mitigation Measures 3A.5-1a and 3A.5-1b shall be implemented. The oversight agency shall be responsible for approval of recommended mitigation if it is determined to be feasible in light of the approved land uses and shall implement the approved mitigation before resuming construction activities at the archaeological site. <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the</p>			<p>project has satisfied its pre-construction compliance requirements for cultural resources and may proceed with construction. All required compliance letters are on file with the Community Development Department. Compliance with this condition is monitored through construction inspection.</p>	
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		<p>affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p> <p>The project applicant, in coordination with USACE, shall ensure that an archaeological sensitivity training program is developed and implemented during a pre-construction meeting for construction supervisors. The sensitivity training program shall provide information about notification procedures when potential archaeological material is discovered, procedures for coordination between construction personnel and monitoring personnel, and information about other treatment or issues that may arise if cultural resources (including human remains) are discovered during project construction. This protocol shall be communicated to all new construction personnel during orientation and on a poster that is placed in a visible location inside the construction job trailer. The phone number of the USACE cultural resources staff member shall also be included.</p> <p>The on-site sensitivity training shall be carried out each time a new contractor will begin work in the APE and at the beginning of each construction season by each contractor.</p> <p>If unanticipated discoveries of additional historic properties, defined in 36 CFR 800.16 (l), are made during the construction of the project, the USACE shall ensure that they will be protected by implementing the following measures:</p> <ul style="list-style-type: none"> ▶ The Construction Manager, or archaeological monitor, if given the authority to halt construction activities, shall ensure that work in that area is immediately halted within a 100-foot radius of the unanticipated discovery until the find is examined by a person meeting the professional qualifications standards specified in Section 2.2 of Attachment G of the HPMP. The Construction Manager, or archaeological monitor, if present, shall notify the USACE within 24 hours of the discovery. ▶ The USACE shall notify the State Historic Preservation Officer (SHPO) within one working day of an unanticipated discovery and may initiate interim treatment measures in accordance with this HPTP. Once the USACE 				
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		<p>makes a formal determination of eligibility for the resource, the USACE will notify the SHPO within 48 hours of the determination and afford the SHPO an opportunity to comment on appropriate treatment. The SHPO shall respond within 72 hours of the request to consult. Failure of the SHPO to respond within 72 hours shall not prohibit the USACE from implementing the treatment measures.</p> <p>The project applicants shall be required to submit to the City proof of compliance in the form of a completed training roster and copy of training materials.</p>				
71-29	3A.5-3 (Addendum)	<p>Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures.</p> <p>In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, including those associated with off-site elements, the project applicant(s) of all project phases shall immediately halt all ground-disturbing activities in the area of the find and notify the Sacramento County Coroner and a professional archaeologist skilled in osteological analysis to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or public lands (California Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the NAHC by phone within 24 hours of making that determination (California Health and Safety Code Section 7050[c]).</p> <p>After the coroner’s findings are complete, the project applicant(s), an archaeologist, and the NAHC-designated Most Likely Descendant shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting on notification of a discovery of Native American human remains are identified in Section 5097.9 of the California Public Resources Code.</p>	During all ground disturbing activities, for any project phase.	Sacramento County Coroner; Native American Heritage Commission; City of Folsom Community Development Department	There have been no human remains discovered during the course of grading and construction in the project.	Yes

		<p>Upon the discovery of Native American remains, the procedures above regarding involvement of the applicable county coroner, notification of the NAHC, and identification of an Most Likely Descendant shall be followed. The project applicant(s) of all project phases shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the Most Likely Descendant has taken place. The Most Likely Descendant shall have 48 hours after being granted access to the site to inspect the site and make recommendations. A range of possible treatments for the remains may be discussed: nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment. As suggested by AB 2641 (Chapter 863, Statutes of 2006), the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains. AB 2641(e) includes a list of site protection measures and states that the project applicant(s) shall comply with one or more of the following requirements:</p> <ul style="list-style-type: none"> ▶ record the site with the NAHC or the appropriate Information Center, ▶ use an open-space or conservation zoning designation or easement, or ▶ record a reinternment document with the county. <p>The project applicant(s) or its authorized representative of all project phases shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify an Most Likely Descendant or if the Most Likely Descendant fails to make a recommendation within 48 hours after being granted access to the site. The project applicant(s) or its authorized representative may also reinter the remains in a location not subject to further disturbance if it rejects the recommendation of the Most Likely Descendant and mediation by the NAHC fails to provide</p>				
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		<p>measures acceptable to the landowner. Ground disturbance in the zone of suspended activity shall not recommence without authorization from the archaeologist.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p> <p>The project applicants shall be required to submit to the City proof of compliance in the form of a completed training roster and copy of training materials.</p>				
Geology and Soils						
71-30	3A.7-1a (FPASP EIR/EIS)	<p>Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations. Before building permits are issued and construction activities begin any project development phase, the project applicant(s) of each project phase shall hire a licensed geotechnical engineer to prepare a final geotechnical subsurface investigation report for the on- and off-site facilities, which shall be submitted for review and approval to the appropriate City or county department (identified below). The final geotechnical 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 	Before issuance of building permits and ground-disturbing activities.	City of Folsom Community Development Department	The owner/applicant has provided Geotechnical Report to the City. The Geotechnical report for the subdivision is on file with the City.	Yes

		<p>► expansive/unstable soils.</p> <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 CBC 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 project applicant(s) of each project phase. Special recommendations contained in the geotechnical engineering report shall be noted on the grading plans and implemented as appropriate before construction begins. Design and construction of all new project development shall be in accordance with the CBC. The project applicant(s) shall provide for engineering inspection and certification that earthwork has been performed in conformity with recommendations contained in the geotechnical report.</p>				
71-31	3A.7-1b (FPASP EIR/EIS)	<p>Monitor Earthwork during Earthmoving Activities. All earthwork shall be monitored by a qualified geotechnical or soils engineer retained by the project applicant(s) of each project phase. The geotechnical or soils engineer shall provide oversight during all excavation, placement of fill, and disposal of materials removed from and deposited on both on- and off-site construction areas.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p>	Before issuance of building permits and ground-disturbing activities.	City of Folsom Community Development Department	Compliance with this condition has been monitored through construction inspection by the City.	Yes
71-32	3A.7-3 (FPASP EIR/EIS)	<p>Prepare and Implement the Appropriate Grading and Erosion Control Plan. Before grading permits are issued, the project applicant(s) of each project phase that would be located within the City of Folsom shall retain a California Registered Civil Engineer to prepare a grading and erosion control plan. The grading and erosion control plan shall be submitted to the City Public Works Department before issuance of grading permits for all new development. The plan shall be consistent</p>	Before the start of construction activities.	City of Folsom Community Development Department	Compliance with this condition has been monitored through construction inspection by the City.	Yes

		<p>with the City’s Grading Ordinance, the City’s Hillside Development Guidelines, and the state’s NPDES permit, and shall include the site-specific grading associated with development for all project phases.</p> <p>For the two off-site roadways into El Dorado Hills, the project applicant(s) of that phase shall retain a California Registered Civil Engineer to prepare a grading and erosion control plan. The grading and erosion control plan shall be submitted to the El Dorado County Public Works Department and the El Dorado Hills Community Service District before issuance of grading permits for roadway construction in El Dorado Hills. The plan shall be consistent with El Dorado County’s Grading, Erosion, and Sediment Control Ordinance and the state’s NPDES permit, and shall include the site-specific grading associated with roadway development.</p> <p>For the off-site detention basin west of Prairie City Road, the project applicant(s) of that phase shall retain a California Registered Civil Engineer to prepare a grading and erosion control plan. The grading and erosion control plan shall be submitted to the Sacramento County Public Works Department before issuance of a grading permit. The plan shall be consistent with Sacramento County’s Grading, Erosion, and Sediment Control Ordinance and the state’s NPDES permit, and shall include the site-specific grading associated with construction of the detention basin.</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 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 reseeding with vegetation after construction. Stabilization of construction entrances to minimize trackout (control dust) is commonly achieved by</p>				
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		<p>installing filter fabric and crushed rock to a depth of approximately 1 foot. The project applicant(s) shall ensure that the construction contractor is responsible for securing a source of transportation and deposition of excavated materials.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties).</p> <p>Implementation of Mitigation Measure 3A.9-1 (discussed in Section 3A.9, “Hydrology and Water Quality – Land”) would also help reduce erosion-related impacts.</p>				
71-33	3A.7-5 (FPASP EIR/EIS)	<p>Divert Seasonal Water Flows Away from Building Foundations. The project applicant(s) of all project phases 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>	Before and during earthmoving activities.	City of Folsom Community Development Department	The Community Development Department has reviewed and all improvement plans in the subdivision to verify compliance with mitigation measure.	Yes
71-34	3A.7-10 (FPASP EIR/EIS)	<p>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.</p> <p>To minimize potential adverse impacts on previously unknown potentially unique, scientifically important paleontological resources, the project applicant(s) of all project phases where construction would occur in the Ione and Mehrten Formations shall do the following:</p> <ul style="list-style-type: none"> ▶ Before the start of any earthmoving activities for any project phase in the Ione or Mehrten Formations, the project applicant(s) shall retain a qualified paleontologist or archaeologist to train all construction personnel involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering 	During earthmoving activities in the Ione and Mehrten Formations.	City of Folsom Community Development Department	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 the Summer of 2020. The compliance table is on file with the City.	Yes

		<p>fossils, the appearance and types of fossils likely to be seen during construction, and proper notification procedures should fossils be encountered.</p> <ul style="list-style-type: none"> ▶ If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work in the vicinity of the find and notify the appropriate lead agency (identified below). The project applicant(s) 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>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., Sacramento County).</p>				
Greenhouse Gas Emissions and Climate Change						
71-35	3A.4-1 (FPASP EIR/EIS)	<p>Implement Additional Measures to Control Construction-Generated GHG Emissions.</p> <p>To further reduce construction-generated GHG emissions, the project applicant(s) any particular discretionary development application shall implement all feasible measures for reducing GHG emissions associated with construction that are recommended by SMAQMD at the time individual portions of the site undergo construction. Such measures may reduce GHG exhaust emissions from the use of on-site equipment, worker commute trips, and truck trips carrying materials and equipment to and from the SPA, as well as GHG emissions embodied in the materials selected for construction (e.g.,</p>	Before approval of small-lot final maps and building permits for all discretionary development project, including all on- and off-site elements and implementation throughout project construction.	City of Folsom Community Development Department	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 the Summer of 2022.	Yes

		<p>concrete). Other measures may pertain to the materials used in construction. Prior to releasing each request for bid to contractors for the construction of each discretionary development entitlement, the project applicant(s) shall obtain the most current list of GHG reduction measures that are recommended by SMAQMD and stipulate that these measures be implemented in the respective request for bid as well as the subsequent construction contract with the selected primary contractor. The project applicant(s) for any particular discretionary development application 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 GHG reduction measures, shall be approved by the City, in consultation with SMAQMD prior to the release of a request for bid by the project applicant(s) for seeking a primary contractor to manage the construction of each development project. By requiring that the list of feasible measures be established prior to the selection of a primary contractor, this measure requires that the ability of a contractor to effectively implement the selected GHG reduction measures be inherent to the selection process.</p> <p>SMAQMD's recommended measures for reducing construction-related GHG emissions at the time of writing this EIR/EIS are listed below and the project applicant(s) shall, at a minimum, be required to implement the following:</p> <ul style="list-style-type: none"> ▶ Improve fuel efficiency from construction equipment: <ul style="list-style-type: none"> ▪ reduce unnecessary idling (modify work practices, install auxiliary power for driver comfort); ▪ perform equipment maintenance (inspections, detect failures early, corrections); ▪ train equipment operators in proper use of equipment; ▪ use the proper size of equipment for the job; and ▪ use equipment with new technologies (repowered engines, electric drive trains). 			<p>The compliance table is on file with the City.</p>	
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		<ul style="list-style-type: none"> ▶ Use alternative fuels for electricity generators and welders at construction sites such as propane or solar, or use electrical power. ▶ Use an ARB-approved low-carbon fuel, such as biodiesel or renewable diesel for construction equipment. (Emissions of oxides of nitrogen [NO_x] emissions from the use of low carbon fuel must be reviewed and increases mitigated.) Additional information about low carbon fuels is available from ARB's Low Carbon Fuel Standard Program (ARB 2009b). ▶ Encourage and provide carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes. ▶ Reduce electricity use in the construction office by using compact fluorescent bulbs, powering off computers every day, and replacing heating and cooling units with more efficient ones. ▶ Recycle or salvage non-hazardous construction and demolition debris (goal of at least 75% by weight). ▶ Use locally sourced or recycled materials for construction materials (goal of at least 20% based on costs for building materials, and based on volume for roadway, parking lot, sidewalk and curb materials). ▶ Minimize the amount of concrete used for paved surfaces or use a low carbon concrete option. ▶ Produce concrete on-site if determined to be less emissive than transporting ready mix. ▶ Use EPA-certified SmartWay trucks for deliveries and equipment transport. Additional information about the SmartWay Transport Partnership Program is available from ARB's Heavy-Duty Vehicle Greenhouse Gas Measure (ARB 2009c) and EPA (EPA 2009). 				
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		<p>► Develop a plan in consultation with SMAQMD to efficiently use water for adequate dust control. This may consist of the use of nonpotable water from a local source.</p> <p>In addition to SMAQMD-recommended measures, construction activity shall comply with all applicable rules and regulations established by SMAQMD and ARB.</p>				
71-36	3A.4-2b (FPASP EIR/EIS)	<p>Participate in and Implement an Urban and Community Forestry Program and/or Off-Site Tree Program to Off-Set Loss of On-Site Trees. The trees on the project site contain sequestered carbon and would continue to provide future carbon sequestration during their growing life. For all harvestable trees that are subject to removal, the project applicant(s) for any particular discretionary development application shall participate in and provide necessary funding for urban and community forestry program (such as the UrbanWood program managed by the Urban Forest Ecosystems Institute [Urban Forest Ecosystems Institute 2009]) to ensure that wood with an equivalent carbon sequestration value to that of all harvestable removed trees is harvested for an end-use that would retain its carbon sequestration (e.g., furniture building, cabinet making). For all nonharvestable trees that are subject to removal, the project applicant(s) shall develop and fund an off-site tree program that includes a level of tree planting that, at a minimum, increases carbon sequestration by an amount equivalent to what would have been sequestered by the blue oak woodland during its lifetime. This program shall be funded by the project applicant(s) of each development phase and reviewed for comment by an independent Certified Arborist unaffiliated with the project applicant(s) and shall be coordinated with the requirements of Mitigation Measure 3.3-5, as stated in Section 3A.3, “Biological Resources - Land.” Final approval of the program shall be provided by the City. Components of the program may include, but not be limited to, providing urban tree canopy in the City of Folsom, or reforestation in suitable areas outside the City. Reforestation in natural habitat areas outside the City of Folsom would simultaneously mitigate the loss of oak</p>	Before approval of final maps and/or building permits for all project phases requiring discretionary approval, including all on- and off-site elements.	City of Folsom Community Development Department	The owner/applicant worked with an organization Urban Wood Rescue which is a program in association with the Sacramento Tree Foundation that makes wood products from large trees that are removed as a result of development. The owner/applicant provided most of the large trees that were removed as a part of the grading and construction for the project to Urban Wood Rescue and they made table, furniture, etc. from the trees that were provided. The remaining trees and tree canopy was mulched by the owner/applicant and is stored on site to use as mulch in the landscape areas throughout the project. No removed trees were transported to the landfill in accordance	Yes

		woodland habitat while planting trees within the urban forest canopy would not. The California Urban Forestry Greenhouse Gas Reporting Protocol shall be used to assess this mitigation program (CCAR 2008). All unused vegetation and tree material shall be mulched for use in landscaping on the project site, shipped to the nearest composting facility, or shipped to a landfill that is equipped with a methane collection system, or combusted in a biomass power plant. Tree and vegetative material should not be burned on- or off-site unless used as fuel in a biomass power plant.			with this condition of approval.	
Hazards and Hazardous Materials						
71-37	3A.8-2 (FPASP EIR/EIS)	<p>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. The project applicant(s) for any discretionary development application shall conduct Phase I Environmental Site Assessments (where an Phase I has not been conducted), and if necessary, Phase II Environmental Site Assessments, and/or other appropriate testing for all areas of the SPA and include, as necessary, analysis of soil and/or groundwater samples for the potential contamination sites that have not yet been covered by previous investigations (as shown in Exhibit 3A.8-1) before construction activities begin in those areas. Recommendations in the Phase I and II Environmental Site Assessments to address any contamination that is found shall be implemented before initiating ground-disturbing activities in these areas.</p> <p>The project applicant(s) shall implement the following measures before ground-disturbing activities to reduce health hazards associated with potential exposure to hazardous substances:</p> <ul style="list-style-type: none"> ▶ Prepare a plan that identifies any necessary remediation activities appropriate for proposed on- and off-site uses, including excavation and removal of on-site contaminated soils, redistribution of clean fill material in the SPA, and closure of any abandoned mine shafts. The plan shall include measures that ensure the safe transport, use, and 	Before and during earth moving activities	City of Folsom Community Development Department	The subdivision is not within any identified area where contaminated groundwater is present. Therefore there is no required Phase 1 or Phase 2 Environmental Assessment required.	Yes

		<p>disposal of contaminated soil and building debris removed from the site. In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge into the sanitary sewer system. The project applicant(s) shall be required to comply with the plan and applicable Federal, state, and local laws. The plan shall outline measures for specific handling and reporting procedures for hazardous materials and disposal of hazardous materials removed from the site at an appropriate off-site disposal facility.</p> <ul style="list-style-type: none"> ▶ Notify the appropriate Federal, state, and local agencies if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil, odorous groundwater) is encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the Sacramento County Environmental Management Department, Central Valley RWQCB, DTSC, and/or other appropriate Federal, state, or local regulatory agencies. ▶ Obtain an assessment conducted by PG&E and SMUD pertaining to the contents of any existing pole-mounted transformers located in the SPA. The assessment shall determine whether existing on-site electrical transformers contain PCBs and whether there are any records of spills from such equipment. If equipment containing PCB is identified, the maintenance and/or disposal of the transformer shall be subject to the regulations of the Toxic Substances Control Act under the authority of the Sacramento County Environmental Health Department. <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., Sacramento County).</p>				
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71-38	3A.8-6 (FPASP EIR/EIS)	<p>Prudent Avoidance and Notification of EMF Exposure. Potential purchasers of residential properties near the transmission lines shall be made aware of the controversy surrounding EMF exposure. The California Department of Real Estate shall be requested to insert an appropriate notification into the applicant's final Subdivision Public Report application, which shall be provided to purchasers of properties within 100 feet from the 100-115kV power line , or within 150 feet from the 220-230 kV power line . The notification would include a discussion of the scientific studies and conclusions reached to date, acknowledge that the notification distance is not based on specific biological evidence, but rather, the distance where background levels may increase, and provide that, given some uncertainty in the data, this notification is merely provided to allow purchasers to make an informed decision.</p>	At the submission of tentative map applications.	City of Folsom Community Development Department	There are no overhead powerlines existing within this subdivision and all proposed and future utility lines to serve this subdivision will be placed underground in accordance with the subdivision's conditions of approval.	Yes
71-39	3A.8-7 (FPASP EIR/EIS)	<p>Prepare and Implement a Vector Control Plan in Consultation with the Sacramento-Yolo Mosquito and Vector Control District. To ensure that 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 project applicant(s) of all project phases 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 before issuance of the grading permit for the detention basins under the City's jurisdiction. For the off-site detention basin, the plan shall be submitted to Sacramento County for approval before issuance of the grading permit for the off-site detention basin. 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. 	Before issuance of grading permits for the project water features.	City of Folsom Community Development Department	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 the Summer of 2022. The compliance table is on file with the City.	Yes

		<ul style="list-style-type: none"> ▶ 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"> ▪ BMPs that would implemented on-site; ▪ public education and awareness; ▪ sanitary methods used (e.g., disposal of garbage); ▪ mosquito control methods used (e.g., fluctuating water levels, biological agents, pesticides, larvacides, circulating water); and ▪ stormwater management (consistent with Stormwater Management Plan). ▶ 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 project applicant(s) shall coordinate with the Sacramento-Yolo Mosquito and Vector Control District to identify and implement BMPs based on their potential effectiveness for SPA 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; 				
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		<ul style="list-style-type: none"> ▶ 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). <p>The project applicant(s) of the project phase containing the off-site detention basin shall coordinate mitigation for the off-site with the affected oversight agency (i.e., Sacramento County).</p>				
Hydrology and Water Quality						
71-40	3A.9-1 (FPASP EIR/EIS)	<p>Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs. Prior to the issuance of grading permits, the project applicant(s) of all projects disturbing one or more acres (including phased construction of smaller areas which are part of a larger project) shall obtain coverage under the SWRCB's NPDES stormwater permit for general construction activity (Order 2009-0009-DWQ), including preparation and submittal of a project-specific SWPPP at the time the NOI is filed. The project applicant(s) shall also prepare and submit any other necessary erosion and sediment control and engineering plans and specifications for pollution prevention and control to Sacramento County, City of Folsom, El Dorado County (for the off-site roadways into El Dorado Hills under the Proposed Project Alternative). The SWPPP and other appropriate plans shall identify and specify:</p> <ul style="list-style-type: none"> ▶ 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 	Submittal of the State Construction General Permit NOI and SWPPP (where applicable) and development and submittal of any other locally required plans and specifications before the issuance of grading permits for all on-site project phases and off-site elements and implementation throughout project construction.	City of Folsom Community Development Department	The Owner/applicant has received a NPDES permit from the State Regional Water Quality Control Board (SRWQCB). The NPDES 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	Yes

		<p>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</p> <ul style="list-style-type: none"> ▶ 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; ▶ 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 SWPPP; and ▶ the appropriate personnel responsible for supervisory duties related to implementation of the SWPPP. ▶ Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction/demolition activities and shall be used in all subsequent site development activities. BMPs may include, but are not limited to, such measures as those listed below. ▶ 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 			<p>Owner/applicant has submitted monthly reports to the City and SRWQCB.</p>	
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		<p>construction. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, sandbag dikes, and temporary vegetation.</p> <ul style="list-style-type: none"> ▶ 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 SWPPP shall be maintained and available at all times on the construction site.</p> <p>For those areas that would be disturbed as part of the U.S. 50 interchange improvements, Caltrans shall 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 must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p>				
71-41	<p>3A.9-2 (FPASP EIR/EIS)</p>	<p>Prepare and Submit Final Drainage Plans and Implement Requirements Contained in Those Plans.</p> <p>Before the approval of grading plans and building permits, the project applicant(s) of all project phases shall submit final drainage plans to the City, and to El Dorado County for the off-site roadway connections into El Dorado Hills, demonstrating that off-site upstream runoff would be appropriately conveyed through the SPA, and that project-related on-site runoff would</p>	<p>Before approval of grading plans and building permits of all project phases.</p>	<p>City of Folsom Public Works Department</p>	<p>The Owner/applicant has received a NPDES permit from the State Regional Water Quality Control Board (SRWQCB). The NDES Permit requires the implementation of</p>	<p>Yes</p>

		<p>be appropriately contained in detention basins or managed with through other improvements (e.g., source controls, biotechnical stream stabilization) to reduce flooding and hydromodification impacts.</p> <p>The plans shall include, but not be limited to, the following items:</p> <ul style="list-style-type: none"> ▶ 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 and El Dorado County 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 BMPs will be designed and constructed in accordance with the forthcoming SSQP Hydromodification Management Plan (to be adopted by the RWQCB) and may</p> <p>include, but are not limited to, the following:</p> <ul style="list-style-type: none"> ▶ 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); 			<p>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.</p>	
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		<ul style="list-style-type: none"> ▶ enlarged detention basins to minimize flow changes and changes to flow duration characteristics; ▶ 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; ▶ minimize slope differences between any stormwater or detention facility outfall channel with the existing receiving channel gradient to reduce flow velocity; and ▶ 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 and El Dorado County Department of Transportation 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 SPA 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 Public Works Department).</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with El Dorado County.</p>				
71-42	3A.9-3 (FPASP EIR/EIS)	Develop and Implement a BMP and Water Quality Maintenance Plan. Before approval of the grading permits for any development project requiring a subdivision map, a	Prepare plans before the issuance of grading permits for all project	City of Folsom Community	The Owner/applicant has received a NPDES permit from the State	Yes

		<p>detailed BMP and water quality maintenance plan shall be prepared by a qualified engineer retained by the project applicant(s) the development project. Drafts of the plan shall be submitted to the City of Folsom and El Dorado County for the off-site roadway connections into El Dorado Hills, for review and approval concurrently with development of tentative subdivision maps for all project phases. 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 "Stormwater Quality Design Manual for Sacramento and South Placer Regions" ([SSQP 2007b] per NPDES Permit No. CAS082597 WDR Order No. R5-2008-0142, page 46) and El Dorado County's NPDES SWMP (County of El Dorado 2004). ▶ Source control programs to control water quality pollutants on the SPA, which may include but are 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. 	<p>phases and off-site elements and implementation throughout project construction.</p>	<p>Development Department and Public Works Department</p>	<p>Regional Water Quality Control Board (SRWQCB). The NPDES 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.</p> <p>The owner/applicant has prepared storm drain design reports and provided storm drain calculations for all of the proposed storm drainage features and detention/water quality and hydromodification basins necessary to serve this subdivision. These reports have been reviewed and approved by the Community Development and Public Works Departments.</p>	
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		<ul style="list-style-type: none"> ▶ 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. <p>New stormwater facilities shall be placed along the natural drainage courses within the SPA 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> <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 must be coordinated by the project applicant(s) of each applicable project phase with El Dorado County and Caltrans.</p>				
71-43	3A.9-4 (FPASP EIR/EIS)	<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 project applicant(s) of all project phases shall perform 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 applicants(s) shall implement</p>	Prior to submittal to the City of tentative maps or improvement plans.	City of Folsom Public Works Department	There are no existing or proposed dams upstream from this subdivision and therefore there is no requirement to perform the analysis required in this condition of approval.	Yes

		of any feasible recommendations provided in that study, potentially through drainage improvements, subject to the approval of the City of Folsom Public Works Department.				
Noise and Vibration						
71-44	3A.11-1 (FPASP EIR/EIS)	<p>Implement Noise-Reducing Construction Practices, Prepare and Implement a Noise Control Plan, and Monitor and Record Construction Noise near Sensitive Receptors. To reduce impacts associated with noise generated during project related construction activities, the project applicant(s) and their primary contractors for engineering design and construction of all project phases shall ensure that the following requirements are implemented at each work site in any year of project construction to avoid and minimize construction noise effects on sensitive receptors. The project applicant(s) and primary construction contractor(s) shall employ noise-reducing construction practices. Measures that shall be used to limit noise shall include the measures listed below:</p> <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 6 p.m. on Saturdays and Sundays. ▶ All construction equipment and equipment staging areas 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 offsite instead of on-site). 	Before and during construction activities on the SPA and within El Dorado Hills.	City of Folsom Community Development Department	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

		<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. ▶ The primary contractor shall prepare and implement a construction noise management plan. This plan shall identify specific measures to ensure compliance with the noise control measures specified above. The noise control plan shall be submitted to the City of Folsom before any 				
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		noise-generating construction activity begins. Construction shall not commence until the construction noise management plan is approved by the City of Folsom. Mitigation for the two off-site roadway connections into El Dorado County must be coordinated by the project applicant(s) of the applicable project phase with El Dorado County, since the roadway extensions are outside of the City of Folsom's jurisdictional boundaries.				
71-45	3A.11-3 (FPASP EIR/EIS)	<p>Implement Measures to Prevent Exposure of Sensitive Receptors to Groundborne Noise or Vibration from Project Generated Construction Activities.</p> <ul style="list-style-type: none"> ▶ To the extent feasible, blasting activities shall not be conducted within 275 feet of existing or future sensitive receptors. ▶ To the extent feasible, bulldozing activities shall not be conducted within 50 feet of existing or future sensitive receptors. ▶ All blasting shall be performed by a blast contractor and blasting personnel licensed to operate in the State of California. ▶ A blasting plan, including estimates of vibration levels at the residence closest to the blast, shall be submitted to the enforcement agency for review and approval prior to the commencement of the first blast. ▶ Each blast shall be monitored and documented for groundbourne noise and vibration levels at the nearest sensitive land use and associated recorded submitted to the enforcement agency. 	Before and during bulldozing and blasting activities on the SPA and within El Dorado Hills and the County of Sacramento	City of Folsom Community Development Department	Blasting has been necessary throughout the course of grading and construction in this subdivision. The blasting has not been within 2000 feet of any sensitive receptor. The blasting contractor has obtained a blasting permit from the City and the Community Development Department has verified compliance with the permit through construction inspection.	Yes
71-46	3A.11-5 (FPASP EIR/EIS)	<p>Implement Measures to Reduce Noise from Project-Generated Stationary Sources.</p> <p>The project applicant(s) for any particular discretionary development project 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>	Before submittal of improvement plans for each project phase, and during project operations for testing of emergency generators.	City of Folsom Community Development Department	The owner/applicant has implemented noise reducing construction practices included as part of the required Noise Control Plan. Compliance with these	Yes

		<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. ▶ Parking lots shall be located and designed so that noise emissions do not exceed the stationary noise source criteria established in this analysis (i.e., 50 dB for 30 minutes in every hour during the daytime [7 a.m. to 10 p.m.] and less than 45 dB for 30 minutes of every hour during the night time [10 p.m. to 7 a.m.]). Reduction of parking lot noise can be achieved by locating parking lots as far away as feasible from noise sensitive land uses, or using buildings and topographic features to provide acoustic shielding for noise-sensitive land uses. ▶ Loading docks shall be located and designed so that noise emissions do not exceed the stationary noise source criteria established in this analysis (i.e., 50 dB for 30 minutes in every hour during the daytime [7 a.m. to 10 p.m.] and less than 45 dB for 30 minutes of every hour during the night time [10 p.m. to 7 a.m.]). Reduction of loading dock noise can be achieved by locating loading docks as far away as possible from noise sensitive land uses, constructing noise barriers between loading docks and noise-sensitive land 			<p>requirements has been monitored through construction inspection.</p> <p>There are no sensitive receptors within 600 feet of any on-going construction and grading activity in the subdivision.</p>	
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		uses, or using buildings and topographic features to provide acoustic shielding for noise-sensitive land uses.				
71-47	4.13-1 (Addendum)	<p>Exterior Traffic Noise Reduction Measures</p> <p>Prior to building occupancy, the project applicant shall design and construct noise barriers, as detailed below, to reduce traffic noise levels below the City of Folsom exterior criteria of 60 dB Ldn.</p> <ul style="list-style-type: none"> ▶ 6-foot tall solid noise barriers, relative to backyard elevations, shall be constructed along all property boundaries adjacent to East Bidwell Street, Mangini Parkway, and Oak Avenue Parkway. ▶ For the proposed Traditional Subdivisions portion of the project, a 7-foot tall solid noise barrier, relative to backyard elevations, shall be constructed along all property boundaries adjacent to White Rock Road. ▶ For the proposed Regency at Folsom Ranch Phase 1 and Phase 2 portions of the project, an 8-foot tall solid noise barrier, relative to backyard elevations, shall be constructed along all property boundaries adjacent to White Rock Road. <p>Suitable materials for the traffic noise barriers include masonry and precast concrete panels. The overall barrier height may be achieved by utilizing a barrier and earthen berm combination. Other materials may be acceptable but shall be reviewed by an acoustical consultant prior to use.</p> <p>Barrier height requirements are based on a property boundary setback of 117-122 feet from the ultimate alignment of White Rock Road under the approved Capital Southeast Connector project. If 90 days prior to pulling building permits for the Toll Brothers site, it is determined that there is no evidence that the White Rock Road improvements are funded and moving forward, as described under the approved Capital Southeast Connector project, the project applicant shall obtain the services of a noise consultant to reconduct a site-specific acoustical analysis based on the actual property boundary</p>	Prior to building occupancy	City of Folsom Community Development Department	The landscape and streetscape plans for the subdivision include the required masonry walls in the required height and required locations. The Community Development Department will monitor compliance during construction and verify that the sound walls are complete prior to issuance of a Certificate of Occupancy in the subdivision.	Condition will be satisfied prior to issuance of a C of O in the appropriate phase of development of the project.

		setback to determine the appropriate noise reduction measures to reduce traffic noise levels in accordance with adopted City of Folsom noise standards.				
71-48	4.13-2 (Addendum)	<p>Interior Traffic Noise Reduction Measures</p> <p>Prior to building occupancy, the project applicant shall ensure the following construction design features have been implemented.</p> <ul style="list-style-type: none"> ▶ For the first-row of homes located along White Rock Road, the west-, south-, and east-facing upper-floor building facades shall maintain minimum window assembly STC ratings of 34. ▶ Mechanical ventilation (air conditioning) shall be provided for all residences in this development to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria. 	Prior to building occupancy	City of Folsom Community Development Department	The Community Development Department will monitor compliance during construction and verify that the sound walls are complete prior to issuance of a Certificate of Occupancy in the subdivision.	Condition will be satisfied prior to issuance of a C of O in the appropriate phase of development of the project.
Public Services						
71-49	3A.14-1 (FPASP EIR/EIS)	<p>Prepare and Implement a Construction Traffic Control Plan. The project applicant(s) of all project phases shall prepare and implement traffic control plans for construction activities that may affect road rights-of-way. The traffic control plans must follow any applicable standards of the agency responsible for the affected roadway and must be approved and signed by a professional engineer. Measures typically used in traffic control plans include advertising of planned lane closures, warning signage, a flag person 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. Traffic control plans shall be submitted to the appropriate City or County department or the California Department of Transportation (Caltrans) for review and approval before the approval of all project plans or permits, for all project phases where implementation may cause impacts on traffic.</p>	Before the approval of all relevant plans and/or permits and during construction of all project phases.	City of Folsom Public Works Department	<p>The Community Development Department has reviewed and approved all traffic control plans required for the construction of both off-site and on-site improvements for this subdivision to verify compliance with City ordinances and to minimize delays to the travelling public.</p> <p>There are no off-site elements outside the City</p>	Yes

		Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties and Caltrans).			limits for this subdivision.	
71-50	3A.14-2 (FPASP EIR/EIS)	<p>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. To reduce impacts related to the provision of new fire services, the project applicant(s) of all project phases shall do the following, as described below.</p> <p>1. 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.</p> <p>Improvement plans showing the incorporation 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> <p>2. Submit a Fire Systems New Buildings, Additions, and Alterations Document Submittal List to the City of Folsom Community Development Department Building Division for review and approval before the issuance of building permits.</p> <p>In addition to the above measures, the project applicant(s) of all project phases shall incorporate the provisions described below</p>	Before issuance of building permits and issuance of occupancy permits or final inspections for all project phases.	City of Folsom Fire Department, City of Folsom Community Development Department	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.	Condition will be satisfied prior to issuance of a building permit.

		<p>for the portion of the SPA within the EDHFD service area, if it is determined through City/EI Dorado County negotiations that EDHFD would serve the 178-acre portion of the SPA.</p> <p>3. Incorporate into project designs applicable requirements based on the EDHFD fire prevention standards. For commercial development, improvement plans showing roadways, land splits, buildings, fire sprinkler systems, fire alarm systems, and other commercial building improvements shall be submitted to the EDHFD for review and approval. For residential development, improvement plans showing property lines and adjacent streets or roads; total acreage or square footage of the parcel; the footprint of all structures; driveway plan views describing width, length, turnouts, turnarounds, radiuses, and surfaces; and driveway profile views showing the percent grade from the access road to the structure and vertical clearance shall be submitted to the EDHFD for review and approval.</p> <p>4. Submit a Fire Prevention Plan Checklist to the EDHFD for review and approval before the issuance of building permits. In addition, residential development requiring automation fire sprinklers shall submit sprinkler design sheet(s) and hydraulic calculations from a California State Licensed C-16 Contractor.</p> <p>The City shall not authorize the occupancy of any structures until the project applicant(s) 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 and/or the EDHFD for the 178-acre area of the SPA within the EDHFD service area.</p>				
71-51	3A.14-3 (FPASP EIR/EIS)	<p>Incorporate Fire Flow Requirements into Project Designs. The project applicant(s) of all project phases shall incorporate into their project designs fire flow requirements based on the California Fire Code, Folsom Fire Code, and/or EDHFD for those areas of the SPA within the EDHFD service area and shall verify to City of Folsom Fire Department that adequate water flow is</p>	Before issuance of building permits and issuance of occupancy permits or final inspections for all project phases.	City of Folsom Fire Department, City of Folsom Community Development Department	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	Condition will be satisfied prior to issuance of a building permit.

		available, prior to approval of improvement plans and issuance of occupancy permits or final inspections for all project phases.			permit issuance in the subdivision.	
Traffic and Transportation						
71-52	3A.15-1a (FPASP EIR/EIS)	The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Folsom Boulevard/Blue Ravine Road Intersection (Intersection 1). To ensure that the Folsom Boulevard/Blue Ravine Road intersection operates at an acceptable LOS, the eastbound approach must be reconfigured to consist of two left-turn lanes, one through lane, and one right-turn lane. 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 the Folsom Boulevard/Blue Ravine Road intersection (Intersection 1).	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented and when fair share funding should be paid.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-53	3A.15-1b (FPASP EIR/EIS)	The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements at the Sibley Street/Blue Ravine Road Intersection (Intersection 2). To ensure that the Sibley Street/Blue Ravine Road intersection operates at an acceptable LOS, the northbound approach must be reconfigured to consist of two left-turn lanes, two through lanes, and one right-turn lane. 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 the Sibley Street/Blue Ravine Road intersection (Intersection 2).	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented and when fair share funding should be paid.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-54	3A.15-1c (FPASP EIR/EIS)	The Applicant Shall Fund and Construct Improvements to the Scott Road (West)/White Rock Road Intersection (Intersection 28). To ensure that the Scott Road (West)/White Rock Road intersection operates at an acceptable LOS, a traffic signal must be installed.	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented.	City of Folsom Public Works Department	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	Condition will be satisfied prior to issuance of a building permit.

					Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-55	3A.15-1e (FPASP EIR/EIS)	Fund and Construct Improvements to the Hillside Drive/Easton Valley Parkway Intersection (Intersection 41). To ensure that the Hillside Drive/Easton Valley Parkway intersection operates at an acceptable LOS, the eastbound approach must be reconfigured to consist of one dedicated left turn lane and two through lanes, and the westbound approach must be reconfigured to consist of two through lanes and one dedicated right-turn lane. The applicant shall fund and construct these improvements.	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-56	3A.15-1f (FPASP EIR/EIS)	Fund and Construct Improvements to the Oak Avenue Parkway/Middle Road Intersection (Intersection 44). To ensure that the Oak Avenue Parkway/Middle Road intersection operates at an acceptable LOS, control all movements with a stop sign. The applicant shall fund and construct these improvements.	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.

71-57	3A.15-1h (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts to the Hazel Avenue/Folsom Boulevard Intersection (Sacramento County Intersection 2). To ensure that the Hazel Avenue/Folsom Boulevard intersection operates at an acceptable LOS, this intersection must be grade separated including “jug handle” ramps. No at grade improvement is feasible. Grade separating and extended (south) Hazel Avenue with improvements to the U.S. 50/Hazel Avenue interchange is a mitigation measure for the approved Easton-Glenbrough Specific Plan development project. 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/Folsom Boulevard intersection (Sacramento County Intersection 2).	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented.	Sacramento County Public Works Department and Caltrans	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.	Condition will be satisfied prior to issuance of a building permit.
71-58	3A.15-1i (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/White Rock Road Intersection and to White Rock Road widening between the Rancho Cordova City limit to Prairie City Road (Sacramento County Intersection 3). Improvements must 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 applicant shall pay its proportionate share of funding of improvements to the agency	Before project build out. Design of the White Rock Road widening to four lanes, from Grant Line Road to Prairie City Road, with Intersection improvements has begun, and because this widening project is environmentally cleared and fully funded, it’s construction is expected to be complete before the first phase of the Proposed Project or alternative is built.	Sacramento County Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.

		responsible for improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/White Rock Road intersection (Sacramento County Intersection 3).				
71-59	3A.15-1j (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Hazel Avenue between Madison Avenue and Curragh Downs Drive (Roadway Segment 10). 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.	Before project build out. Construction of phase two of the Hazel Avenue widening, from Madison Avenue to Curragh Downs Drive, is expected to be completed by year 2013, before the first phase of the Proposed Project or alternative is complete. 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 Hazel Avenue between Madison Avenue and Curragh Downs Drive (Sacramento County Roadway Segment 10).	Sacramento County Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-60	3A.15-11 (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on the White Rock Road/Windfield Way Intersection (El Dorado County Intersection 3). 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.	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to	El Dorado County Department of Transportation	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees	Condition will be satisfied prior to issuance of a building permit.

		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 (El Dorado County Intersection 3).	determine during which project phase the improvement should be built.		(SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-61	3A.15-1o (FPASP EIR/EIS)	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). Congestion on eastbound U.S. 50 is causing vehicles to use Folsom Boulevard as an alternate parallel route until they reach U.S. 50, where they must get back on the freeway due to the lack of a parallel route. It is preferred to alleviate the congestion on U.S. 50 than to upgrade the intersection at the end of this reliever route. 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 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.	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of Transportation	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.	Condition will be satisfied prior to issuance of a building permit.
71-62	3A.15-1p (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/ State Route 16 Intersection (Caltrans Intersection 12). To ensure that the Grant Line Road/State Route 16 intersection operates at an acceptable LOS, the northbound and southbound approaches must be reconfigured to consist of one left-turn lane and one shared through/right-turn lane. Protected left-turn signal phasing must 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.	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation and the City of Rancho Cordova Department of Public Works	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	Condition will be satisfied prior to issuance of a building permit.

		Improvements to this intersection must be implemented by Caltrans, Sacramento County, and the City of Rancho Cordova. 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/State Route 16 intersection (Caltrans Intersection 12).			building permit issuance in this subdivision.	
71-63	3A.15-1q (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1). To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Zinfandel Drive and Sunrise Boulevard, a bus-carpool (HOV) lane must be constructed. This improvement is currently planned as part of the Sacramento 50 Bus-Carpool Lane and Community Enhancements Project. 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 (Freeway Segment 1).	Before project build out. Construction of the Sacramento 50 Bus-Carpool Lane and Community Enhancements Project is expected to be completed by year 2013, before the first phase of the Proposed Project or alternative is complete. Construction of the Sacramento 50 Bus-Carpool Lane and Community Enhancements Project has started since the writing of the Draft EIS/EIR.	Caltrans	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.	Condition will be satisfied prior to issuance of a building permit.
71-64	3A.15-1r (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Hazel Avenue and Folsom Boulevard (Freeway Segment 3). To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Hazel Avenue and Folsom Boulevard, an auxiliary lane must 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.	Before project build out. A phasing analysis should be performed to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of	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	Condition will be satisfied prior to issuance of a building permit.

		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 Hazel Avenue and Folsom Boulevard (Freeway Segment 3).		Transportation	collected prior to building permit issuance in this subdivision.	
71-65	3A.15-1s (FPASP EIR/EIS)	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). To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Folsom Boulevard and Prairie City Road, an auxiliary lane must 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 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 (Freeway Segment 4).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of Transportation	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.	Condition will be satisfied prior to issuance of a building permit
71-66	3A.15-1u (FPASP EIR/EIS)	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). To ensure that Westbound U.S. 50 operates at an acceptable LOS between Prairie City Road and Folsom Boulevard, an auxiliary lane must 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 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 Westbound U.S. 50 between Prairie City Road and Folsom Boulevard (Freeway Segment 16).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of Transportation	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.	Condition will be satisfied prior to issuance of a building permit
71-67	3A.15-1v (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard (Freeway Segment 18). To ensure that Westbound U.S. 50 operates at an acceptable LOS	Before project build out. A phasing analysis should be performed prior to	City of Rancho Cordova Department	This subdivision will pay its fair share of the following improvements with the payment of	Condition will be satisfied prior to issuance of a building permit

		<p>between Hazel Avenue and Sunrise Boulevard, an auxiliary lane must 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.</p> <p>Improvements to this freeway segment must be implemented by Caltrans. 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 Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard (Freeway Segment 18).</p>	<p>approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>of Public Works and Sacramento County Department of Transportation</p>	<p>Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	
71-68	3A.15-1w (FPASP EIR/EIS)	<p>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Folsom Boulevard Ramp Merge (Freeway Merge 4). 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 must 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 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 (Freeway Merge 4).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>City of Folsom Public Works Department and Sacramento County Department of Transportation</p>	<p>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.</p>	<p>Condition will be satisfied prior to issuance of a building permit</p>
71-69	3A.15-1x (FPASP EIR/EIS)	<p>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Diverge (Freeway Diverge 5). 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 must 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 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</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>City of Folsom Public Works Department and Sacramento County Department of Transportation</p>	<p>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</p>	<p>Condition will be satisfied prior to issuance of a building permit</p>

		applicant, to reduce the impacts to the U.S. 50 Eastbound/Prairie City Road diverge (Freeway Diverge 5).			building permit issuance in this subdivision.	
71-70	3A.15-1y (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Direct Merge (Freeway Merge 6). To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City Road onramp direct merge, an auxiliary lane to the East Bidwell Street – Scott Road diverge must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. 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 the U.S. 50 Eastbound/Prairie City Road direct merge (Freeway Merge 6).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit
71-71	3A.15-1z (FPASP EIR/EIS)	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). 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 should be implemented to eliminate the unacceptable weaving conditions. Such an improvement may involve a “braided ramp”. 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 the U.S. 50 Eastbound / Prairie City Road flyover on-ramp to Oak Avenue Parkway off-ramp weave (Freeway Weave 8).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit
71-72	3A.15-1aa (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Oak Avenue Parkway Loop Merge (Freeway Merge 9). 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 must be constructed. This auxiliary lane improvement is included in the proposed 50	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during	City of Folsom Public Works Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic	Condition will be satisfied prior to issuance of a building permit

		Corridor Mobility Fee Program. 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 the U.S. 50 Eastbound/ Oak Avenue Parkway loop merge (Freeway Merge 9).	which project phase the improvement should be built.		Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-73	3A.15-1dd (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Empire Ranch Road Loop Ramp Merge (Freeway Merge 23). 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 must be implemented by Caltrans. 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 the U.S. 50 Westbound/Empire Ranch Road loop ramp merge (Freeway Merge 23).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit
71-74	3A.15-1ee (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 29). 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 must be implemented by Caltrans. 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 the U.S. 50 Westbound/Oak Avenue Parkway loop ramp merge (Freeway Merge 29).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit

71-75	3A.15-1ff (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Prairie City Road Loop Ramp Merge (Freeway Merge 32). 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 must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. 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 the U.S. 50 Westbound/Prairie City Road Loop Ramp Merge (Freeway Merge 32).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of Transportation	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.	Condition will be satisfied prior to issuance of a building permit
71-76	3A.15-1gg (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Prairie City Road Direct Ramp Merge (Freeway Merge 33). 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 must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. 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 the U.S. 50 Westbound/Prairie City Road direct ramp merge (Freeway Merge 33).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of Transportation	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.	Condition will be satisfied prior to issuance of a building permit
71-77	3A.15-1hh (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Folsom Boulevard Diverge (Freeway Diverge 34). 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 must be constructed. Improvements to this freeway segment must be implemented by Caltrans. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. 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	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department and Sacramento County Department of Transportation	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	Condition will be satisfied prior to issuance of a building permit

		applicant, to reduce the impacts to the U.S. 50 Eastbound / Folsom Boulevard diverge (Freeway Diverge 34).			building permit issuance in this subdivision.	
71-78	3A.15-1ii (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Hazel Avenue Direct Ramp Merge (Freeway Merge 38). 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 must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. 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 U.S. 50 Westbound/Hazel Avenue direct ramp merge (Freeway Merge 38).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation and City of Rancho Cordova Department of Public Works	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.	Condition will be satisfied prior to issuance of a building permit.
71-79	3A.15-2a (FPASP EIR/EIS)	Develop Commercial Support Services and Mixed-use Development Concurrent with Housing Development, and Develop and Provide Options for Alternative Transportation Modes. The project applicant(s) for any particular discretionary development application including commercial or mixed-use development along with residential uses shall develop commercial and mixed-use development concurrent with housing development, to the extent feasible in light of market realities and other considerations, to internalize vehicle trips. Pedestrian and bicycle facilities shall be implemented to the satisfaction of the City Public Works Department. To further minimize impacts from the increased demand on area roadways and intersections, the project applicant(s) for any particular discretionary development application involving schools or commercial centers shall develop and implement safe and secure bicycle parking to promote alternative transportation uses and reduce the volume of single-occupancy vehicles using area roadways and intersections. The project applicant(s) 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	Before approval of improvement plans for all project phases any particular discretionary development application that includes residential and commercial or mixed-use development. As a condition of project approval and/or as a condition of the development agreement for all project phases.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.

		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.				
71-80	3A.15-2b (FPASP EIR/EIS)	Participate in the City's Transportation System Management Fee Program. The project applicant(s) 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.	Concurrent with construction for all project phases.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-81	3A.15-2c (FPASP EIR/EIS)	Participate with the 50 Corridor Transportation Management Association. The project applicant(s) for any particular discretionary development application shall join and participate with the 50 Corridor Transportation Management Association to reduce the number of single-occupant automobile travel on area roadways and intersections.	Concurrent with construction for all project phases.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-82	3A.15-3 (FPASP EIR/EIS)	Pay Full Cost of Identified Improvements that Are Not Funded by the City's Fee Program. In accordance with Measure W, the project applicant(s) 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.	As a condition of project approval and/or as a condition of the development agreement for all project phases.	City of Folsom Public Works Department	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	Condition will be satisfied prior to issuance of a building permit.

					Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-83	3A.15-4a (FPASP EIR/EIS)	The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Sibley Street/Blue Ravine Road Intersection (Folsom Intersection 2). 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 must be reconfigured to consist of two left-turn lane, two through lanes, and one dedicated right-turn lane. 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 the Sibley Street/Blue Ravine Road intersection (Folsom Intersection 2).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-84	3A.15-4b (FPASP EIR/EIS)	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). To ensure that the Oak Avenue Parkway/East Bidwell Street intersection operates at an acceptable LOS, the eastbound (East Bidwell Street) approach must be reconfigured to consist of two left-turn lanes, four through lanes and a right-turn lane, and the westbound (East Bidwell Street) approach must be reconfigured to consist of two left turn lanes, four through lanes, and a right-turn lane. It is against the City of Folsom policy to have eight lane roads because of the impacts to non motorized traffic and adjacent development; therefore, this improvement is infeasible.	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-85	3A.15-4c (FPASP EIR/EIS)	The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the East Bidwell Street/College Street Intersection (Folsom Intersection 7). To ensure that the East Bidwell Street/College Street intersection operates at acceptable LOS C or better, the westbound approach must be reconfigured to consist of one	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to	City of Folsom Public Works Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees	Condition will be satisfied prior to issuance of a building permit.

		left-turn lane, one left-through lane, and two dedicated right-turn lanes. 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 the East Bidwell Street/Nesmith Court intersection (Folsom Intersection 7).	determine during which project phase the improvement should be built.		(SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-86	3A.15-4d (FPASP EIR/EIS)	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). To ensure that the East Bidwell Street /Iron Point Road intersection operates at an acceptable LOS, the northbound approach must be reconfigured to consist of two left-turn lanes, four through lanes and a right-turn lane, and the southbound approach must be reconfigured to consist of two left-turn lanes, four through lanes and a right-turn lane. It is against the City of Folsom policy to have eight lane roads because of the impacts to non motorized traffic and adjacent development; therefore, this improvement is infeasible.	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-87	3A.15-4e (FPASP EIR/EIS)	The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Serpa Way/ Iron Point Road Intersection (Folsom Intersection 23). To improve LOS at the Serpa Way/ Iron Point Road intersection, the northbound approaches must be restriped to consist of one left-turn lane, one shared left-through lanes, and one right-turn lane. 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 the Serpa Way/Iron Point Road Intersection (Folsom Intersection 23).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Public Works Department	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.	Condition will be satisfied prior to issuance of a building permit.
71-88	3A.15-4f (FPASP EIR/EIS)	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). To ensure that the Empire Ranch Road / Iron Point Road	Before project build out. A phasing analysis should be performed prior to	City of Folsom Public Works Department	This subdivision will pay its fair share of the following improvements with the payment of	Condition will be satisfied prior to issuance of a building permit.

		<p>intersection operates at a LOS D or better, all of the following improvements are required: The eastbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and a right-turn lane. The westbound approach must be reconfigured to consist of two left-turn lanes, one through lane, and a through-right lane. The northbound approach must be reconfigured to consist of two left-turn lanes, three through lanes, and a right-turn lane. The southbound approach must be reconfigured to consist of two left-turn lanes, three through lanes, and a right-turn lane. 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 the Empire Ranch Road / Iron Point Road Intersection Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built. (Folsom Intersection 24).</p>	<p>approval of the first subdivision map to determine during which project phase the improvement should be built.</p>		<p>Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	
71-89	<p>3A.15-4g (FPASP EIR/EIS)</p>	<p>The Applicant Shall Fund and Construct Improvements to the Oak Avenue Parkway/Easton Valley Parkway Intersection (Folsom Intersection 33). To ensure that the Oak Avenue Parkway/Easton Valley Parkway intersection operates at an acceptable LOS the southbound approach must be reconfigured to consist of two left-turn lanes, two through lanes, and two right-turn lanes. The applicant shall fund and construct these improvements.</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>City of Folsom Public Works Department</p>	<p>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.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
71-90	<p>3A.15-4i (FPASP EIR/EIS)</p>	<p>Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/White Rock Road Intersection (Sacramento County Intersection 3). 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. Improvements to this intersection are identified</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during</p>	<p>Sacramento County Department of Transportation.</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>

		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 (Sacramento County Intersection 3).	which project phase the improvement should be built.		Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-91	3A.15-4j (FPASP EIR/EIS)	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). 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. 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 (Sacramento County Roadway Segments 5-7). The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment.	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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.	Condition will be satisfied prior to issuance of a building permit.
71-92	3A.15-4k (FPASP EIR/EIS)	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). 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	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation	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	Condition will be satisfied prior to issuance of a building permit.

		Cordova. 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 (Sacramento County Roadway Segment 8). The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment.			collected prior to building permit issuance in this subdivision.	
71-93	3A.15-4l (FPASP EIR/EIS)	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). To improve operation on Hazel Avenue between Curragh Downs Drive and the U.S. 50 westbound ramps, this roadway segment could be widened to eight lanes. This improvement is inconsistent with Sacramento County’s general plan because the county’s policy requires a maximum roadway cross section of six lanes. Analysis shown later indicates that improvements at the impacted intersection in this segment can be mitigated (see Mitigation Measure 3A.15-4q). Improvements to impacted intersections on this segment will improve operations on this roadway segment and, therefore; mitigate this segment 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 Hazel Avenue between Curragh Downs Drive and U.S. 50 Westbound Ramps (Sacramento County Roadway Segments 12-13).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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.	Condition will be satisfied prior to issuance of a building permit.
71-94	3A.15-4m (FPASP EIR/EIS)	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). To improve operation on White Rock Road between Grant Line Road and Prairie City Road, this roadway segment must 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. The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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	Condition will be satisfied prior to issuance of a building permit.

		<p>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 South of U.S. 50 impacts. 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 (Sacramento County Roadway Segment 22).</p>			<p>building permit issuance in this subdivision.</p>	
71-95	3A.15-4n (FPASP EIR/EIS)	<p>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). To improve operation on White Rock Road between Empire Ranch Road and Carson Crossing Road, this roadway segment must be widened to six lanes. Improvements to this roadway segment 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 White Rock Road between Empire Ranch Road and Carson Crossing Road (Sacramento County Roadway Segment 28).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>Sacramento County Department of Transportation.</p>	<p>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.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
71-96	3A.15-4o (FPASP EIR/EIS)	<p>Participate in Fair Share Funding of Improvements to Reduce Impacts on the White Rock Road/Carson Crossing Road Intersection (El Dorado County 1). To ensure that the White Rock Road/Carson Crossing Road intersection operates at an acceptable LOS, the eastbound right turn lane must 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 (El Dorado County 1).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>Sacramento County Department of Transportation.</p>	<p>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.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>

71-97	3A.15-4p (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Caltrans Intersection 1). To ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable LOS, the westbound approach must 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 must 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 (Caltrans Intersection 1).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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.	Condition will be satisfied prior to issuance of a building permit.
71-98	3A.15-4q (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1). 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. 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 (Freeway Segment 1).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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.	Condition will be satisfied prior to issuance of a building permit.
71-99	3A.15-4r (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Rancho Cordova Parkway and Hazel Avenue (Freeway Segment 3). 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;	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase	Sacramento County Department of Transportation.	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	Condition will be satisfied prior to issuance of a building permit.

		therefore, it is not likely to be implemented by Caltrans by 2030. 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 (Freeway Segment 3).	the improvement should be built.		Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-100	3A.15-4s (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 5). 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. 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, 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 (Freeway Segment 5).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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.	Condition will be satisfied prior to issuance of a building permit.
71-101	3A.15-4t (FPASP EIR/EIS)	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). 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	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic	Condition will be satisfied prior to issuance of a building permit.

		Oak Avenue Parkway off ramp (see Mitigation Measures 3A.15-4u, v and w), 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 must be implemented by Caltrans. 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 Prairie City Road and Oak Avenue Parkway (Freeway Segment 6).	which project phase the improvement should be built.		Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	
71-102	3A.15-4u (FPASP EIR/EIS)	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). 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 must be implemented by Caltrans. 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 the U.S. 50 Eastbound / Prairie City Road slip ramp merge (Freeway Merge 6).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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.	Condition will be satisfied prior to issuance of a building permit.
71-103	3A.15-4v (FPASP EIR/EIS)	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). 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	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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	Condition will be satisfied prior to issuance of a building permit.

		auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment must be implemented by Caltrans. 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 the U.S. 50 Eastbound / Prairie City Road Flyover On Ramp to Oak Avenue Parkway Off Ramp Weave (Freeway Weave 7).			collected prior to building permit issuance in this subdivision.	
71-104	3A.15-4w (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 8). 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 must be implemented by Caltrans. 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 U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 8).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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	Condition will be satisfied prior to issuance of a building permit.
71-105	3A.15-4x (FPASP EIR/EIS)	Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound / Empire Ranch Road Loop Ramp Merge (Freeway Merge 27). 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 must be implemented by Caltrans. 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 the U.S. 50 Westbound / Empire Ranch Road loop ramp merge (Freeway Merge 27).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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	Condition will be satisfied prior to issuance of a building permit.

71-106	3A.15-4y (FPASP EIR/EIS)	<p>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound / Prairie City Road Loop Ramp Merge (Freeway Merge 35). 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 must be implemented by Caltrans. 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 the U.S. 50 Westbound / Prairie City Road Loop Ramp Merge (Freeway Merge 35).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	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	Condition will be satisfied prior to issuance of a building permit.
71-107	4.17-1 (Addendum)	<p>East Bidwell Street/Regency Parkway (Driveway #6). Prior to buildout of the Toll Brothers Site, the project applicant shall construct the intersection as shown in Figure 4-2 of the Addendum:</p> <ul style="list-style-type: none"> ▶ Northbound: one thru lane and one left turn lane in a 150-foot pocket with 60-foot taper; ▶ Southbound: one thru lane and one right turn lane in a 150-foot pocket with 60-foot taper; ▶ Westbound: one shared lane, plus a 300-foot northbound acceleration lane on East Bidwell Street to receive left-turns from Regency Parkway (a second northbound lane on East Bidwell Street starting from Regency Parkway is equivalent to the 300-foot acceleration lane); and ▶ Control: side-street-stop-control; <p>Note that unsignalized left turns to East Bidwell Street are against City policy. The northbound acceleration lane on East Bidwell Street is an interim configuration until the intersection warrants signalization. Signalization will be triggered as part of the entitlement process on neighboring parcels. A future signal at this location is included in Folsom Plan Area Specific Plan,</p>	Prior to issuance of phase 3 building permits.	City of Folsom Public Works Department	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	Condition will be satisfied prior to issuance of a building permit.

		and plan area fees paid by the Project contribute towards its construction in the future.				
71-108	4.17-2 (Addendum)	<p>East Bidwell Street/White Rock Road. Prior to buildout of the Toll Brothers Site, the project applicant shall implement either (A) or (B) below:</p> <p>(A) The Capital Southeast Connector Joint Powers Authority project has programmed to relocate and signalize the East Bidwell Street/White Rock Road intersection as shown in the October 2017 geometric conceptual drawing, or equivalent improvements (i.e., three southbound approach lanes, four eastbound approach lanes, and three westbound approach lanes). Figure 4-3 of the Addendum provides a conceptual intersection layout for this mitigation. Under this scenario, fair share is defined as the project’s responsibility to the Sacramento County Transportation Development Fee. The project applicant is required to pay the Sacramento County Transportation Development Fee. Option A can be considered to be implemented once the JPA has let contracts for construction of the new intersection. This will insure that the mitigation is constructed before project traffic adds five or more seconds of delay to the intersection.</p> <p>(B) Signalize the existing East Bidwell Street/White Rock Road intersection with the existing geometry. Figure 4-4 of the Addendum provides a conceptual intersection layout for this mitigation.</p>	Prior to issuance of phase 1 building permits.	City of Folsom Public Works Department	The Capital Southeast Connector -JPA has executed a construction contract with Goodfellow Brothers, Inc. to construct the Capital Southeast Connector from Prairie City Road to East Bidwell Street. The construction contract was executed in December of 2020. Grading and construction commenced in April 2021 and was completed in April of 2023. The project included the relocation and signalization of the existing White Rock Road/East Bidwell Street intersection. The owner/applicant will pay the Sacramento County Transportation Development Fee prior to issuance of all building permits in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
71-109	4.17-3 (Addendum)	<p>East Bidwell Street/Mangini Parkway. Prior to buildout of the Toll Brothers Site, the project applicant shall signalize the intersection with the following geometry (Figure 4-5 of the Addendum):</p>	Signalize the intersection and conduct all geometric improvements, with the exception of the second northbound	City of Folsom Public Works Department	The Community Development Department has reviewed and approved the improvement plans for the construction of	Yes

		<ul style="list-style-type: none"> ▶ Northbound: One left-turn lane in a 200-foot pocket with a 60-foot taper, two thru lanes, and one right-turn lane in a 150-foot pocket with a 60-foot taper (the second thru lane shall be developed 300 feet south of the intersection); ▶ Southbound: One left-turn lane in a 200-foot pocket with a 60-foot taper, one thru lane, and one right-turn lane in a 150-foot pocket with a 60-foot taper; ▶ Eastbound and westbound: One left-turn lane in a 200-foot pocket with a 60-foot taper, one thru lane, and one right-turn lane in a 200-foot pocket with a 60-foot taper. <p>Note that northbound East Bidwell street will remain at two lanes from Mangini Parkway to US 50.</p>	<p>thru lane prior to issuance of phase 1 building permits. Construct the second northbound thru lane prior to issuance of phase 2 building permits.</p>		<p>these required improvements including the plans for the modification to the existing traffic signal at the intersection of East Bidwell Street and Mangini Parkway. These improvements have been completed and accepted by the City.</p>	
71-110	4.17-4 (Addendum)	<p>East Bidwell Street/Savannah Parkway. Prior to buildout of the Toll Brothers site, the project applicant shall reconstruct the intersection with the following geometry (Figure 4-6 of the Addendum):</p> <ul style="list-style-type: none"> ▶ Northbound approach: One thru lane and one shared through-right lane with a 150-foot taper; ▶ Southbound approach: One left turn lane in a 150-foot pocket plus 60-foot taper, and one through lane; ▶ Westbound approach: One left turn lane in a 60-foot pocket plus 60-foot taper, and one through lane; ▶ Southbound departure: Construct a southbound receiving and acceleration lane for westbound left turn traffic. The acceleration lane should be in a 300-foot pocket plus an appropriate taper. <p>Note that unsignalized left turns to East Bidwell Street are against City policy. The southbound acceleration lane on East Bidwell Street is an interim configuration until the intersection warrants signalization. Signalization will be triggered as part of the entitlement process on neighboring parcels. A future signal at this location is included in FPASP, and plan area fees paid by the project applicant contribute towards its construction in the future.</p>	<p>Construct all geometric improvements with the exception of one thru northbound lane prior to issuance of phase 1 building permits. Construct the second thru northbound lane prior to issuance of phase 3 building permits.</p>	City of Folsom Public Works Department	<p>The required improvements in this condition have been completed and accepted by the City. These improvements were constructed as part of the off-site improvements for the Mangini Ranch Phase 2, Village No. 7 subdivision.</p>	Yes

<p>71-111</p>	<p>4.17-5 (Addendum)</p>	<p>East Bidwell Street/Alder Creek Parkway. Prior to buildout of the Toll Brothers Site, the project applicant shall reconstruct and signalize the intersection as shown in Figure 4-7 of the Addendum:</p> <ul style="list-style-type: none"> ▶ Northbound approach: One U-turn lane in a 150-foot pocket with a 60-foot taper, two through lanes, and one right turn lane in a 150-foot pocket plus 60-foot taper. ▶ Southbound approach: One left turn lane in a 240-foot pocket plus 60-foot taper, and two through lanes. The second southbound through lane can be dropped south of Old Ranch Way. ▶ Westbound approach: One right turn lane, plus one left-turn lane in a 200-foot pocket plus 60-foot taper. <p>The above mitigations are consistent with the ultimate geometry for East Bidwell near Alder Creek Pkwy and builds on conditions of approval from neighboring projects.</p>	<p>Construct all geometric improvements with the exception of one thru northbound lane and one thru southbound lane prior to issuance of phase 1 building permits. Construct the second thru northbound lane and the second thru southbound lane prior to issuance of phase 3 building permits.</p>	<p>City of Folsom Public Works Department</p>	<p>The Community Development Department has approved the plans for the reconstruction and signalization of the East Bidwell Street/Alder Creek Parkway intersection in accordance with this condition.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
<p>71-112</p>	<p>4.17-6 (Addendum)</p>	<p>White Rock Road/Oak Avenue Parkway. Prior to project buildout, the project applicant shall implement either (A) or (B) below:</p> <p>(A) The Capital Southeast Connector Joint Powers Authority (JPA) project has programmed to realign this portion of White Rock Road and build a partial signal to accommodate anticipated U-Turns. Expand or construct a signalized intersection as follows:</p> <ul style="list-style-type: none"> ▶ Southbound: A single shared lane for left and right turns. ▶ Eastbound: A thru lane and a left/U-turn in 300-foot pocket plus taper. ▶ Westbound: A thru lane and a right-turn in 300-foot pocket plus taper. ▶ Signalize with protected phasing for left-turns and U-turns. ▶ Geometric design shall be consistent with Capital Southeast Connector Joint Powers Authority adopted standards. 	<p>Prior to issuance of phase 3 building permits</p>	<p>City of Folsom Public Works Department</p>	<p>The Capital Southeast Connector-JPA project has been completed. The Connector project will implement and complete Option A in this condition. The owner/applicant shall implement the required improvements to the intersection in compliance with this condition prior to issuance of the first Certificate of Occupancy in the Phase 3 portion of the project.</p>	<p>Condition will be satisfied prior to issuance of a building permit in Phase 3</p>

		(B) Channelize the White Rock Road/Oak Avenue Pkwy intersection on the existing White Rock Road alignment to restrict turning movements to westbound right turns and southbound right turns. The westbound right turn requires a 365-foot deceleration lane, and the southbound right turn requires a 960-foot acceleration lane. Figure 4-8 of the Addendum provides a conceptual layout for the mitigated intersection.				
Utilities and Service Systems						
71-113	3A.16-1 (FPASP EIR/EIS)	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. Before the approval of the final map and issuance of building permits for all project phases, the project applicant(s) of all project phases 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 for all project phases, or their financing shall be ensured to the satisfaction of the City.	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Public Works Department	The Phase 1 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
71-114	3A.16-3 (FPASP EIR/EIS)	Demonstrate Adequate SRWTP Wastewater Treatment Capacity. The project applicant(s) of all project phases shall demonstrate adequate capacity at the SRWTP 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 SRCSD. Approval of the final map and issuance of building permits for all project phases shall not be granted until the City verifies adequate SRWTP capacity is available for the amount of development identified in the tentative map.	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Public Works Department	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	Yes

					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.	
71-115	3A.18-1 (FPASP EIR/EIS)	Submit Proof of Surface Water Supply Availability. a. Prior to approval of any small-lot tentative subdivision map subject to Government Code Section 66473.7 (SB 221), the City shall comply with that statute. Prior to approval of any small-lot tentative subdivision map for a proposed residential project not subject to that statute, the City need not comply with Section 66473.7, or formally consult with any public water system that would provide water to the affected area; nevertheless, the City shall make a factual showing or impose conditions similar to those required by Section 66473.7 to ensure an adequate water supply for development authorized by the map. b. Prior to recordation of each final subdivision map, or prior to City approval of any similar project-specific discretionary approval or entitlement required for nonresidential uses, the project applicant(s) of that project phase or activity shall demonstrate 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 or project-specific discretionary nonresidential approval or entitlement. 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.	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Public Works Department	The owner/applicant has constructed the necessary infrastructure to provide potable 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.	Yes

71-116	3A.18-2a (FPASP EIR/EIS)	<p>Submit Proof of Adequate Off-Site Water Conveyance Facilities and Implement Off-Site Infrastructure Service System or Ensure That Adequate Financing Is Secured. Before the approval of the final subdivision map and issuance of building permits for all project phases, the project applicant(s) of any particular discretionary development application shall submit proof to the City of Folsom that an adequate off-site water conveyance system either has been constructed or is ensured or other sureties 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 the 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 certificate of occupancy shall not be issued for any building within the SPA until the water conveyance infrastructure sufficient to serve such building has been constructed and is in place.</p>	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Public Works Department	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
71-117	3A.18-2b (FPASP EIR/EIS)	<p>Demonstrate Adequate Off-Site Water Treatment Capacity (if the Off-Site Water Treatment Plant Option is Selected). If an off-site water treatment plant (WTP) alternative is selected (as opposed to the on-site WTP alternative), the project applicant(s) for any particular discretionary development application shall demonstrate adequate capacity at the off-site WTP. This shall involve preparing a tentative map-level study and paying connection and capacity fees as determined by the City. Approval of the final project map shall not be granted until the City verifies adequate water treatment capacity either is available or is certain to be available when needed 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. A certificate of occupancy shall not be issued for any building within the SPA until the water treatment capacity sufficient to serve such building has been constructed and is in place.</p>	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Public Works Department	This condition is not applicable to this subdivision. The water supply for this subdivision is provided by the City of Folsom Water Treatment Plant rather than an Off-Site Water Treatment Plant	Yes

Additional Measures						
71-118	Cumulative Mitigation Measure AIR-1-Land (FPASP EIR/EIS)	<p>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. The City of Folsom is a participant in the development of an East Sacramento Regional Aggregate Mining Truck Management Plan (TMP), a cooperative effort led by the County of Sacramento, with the input of the City of Folsom, the City of Rancho Cordova and other interested parties, including representatives of quarry project applicants. When the County Board of Supervisors approved entitlements for the Teichert quarry project in November 2010, it also adopted conditions of approval and a development agreement that requires Teichert’s participation in, and fair share funding of, a TMP to implement roadway capacity and safety improvements required to improve the compatibility of truck traffic from the quarries with the future urban development in the Folsom Specific Plan area and other jurisdictions that will be affected by quarry truck traffic. The development agreement adopted by the County for the Teichert project imposes limits on the amounts of annual aggregate sales from Teichert’s facility until a TMP is adopted. The City of Folsom does not have direct jurisdiction over the Teichert, DeSilva Gates, or Walltown quarry project applicants as these projects are located within the unincorporated portion of the County. The County, as the agency with the primary authority over the quarries, has indicated that it intends to prepare an environmental analysis in accordance with CEQA prior to adoption of a TMP. The City’s authority to control the activities of the quarry trucks includes restrictions or other actions, such as the approval and implementation of specialized road improvements to accommodate quarry truck traffic, that would be applicable within the City’s jurisdictional boundaries. For the foregoing reasons, the City of Folsom considers itself a “responsible agency” (as that term is defined at State CEQA Guidelines, CCR Section 15381), in that it has some discretionary power over some elements of a future TMP, if such TMP calls for improvements or other activities on</p>	<p>Prior to approval of first tentative map or discretionary approval within SPA that would place sensitive receptors along roadways that quarry trucks would reasonably use to access U.S. Highway 50.</p>	<p>City of Folsom Community Development Department</p>	<p>The Community Development Department and the Public Works Department will work closely to implement the future Truck Management Plan (TMP) and coordinate responses to any future entitlement and CEQA compliance need for the TMP and make sure the requirements in this condition of approval are met to the satisfaction of the City.</p>	<p>Condition will be satisfied prior to approval of a future TMP</p>

		<p>roadways within the jurisdiction of the City. In a responsible agency role, the City would follow the process specified in the CEQA Guidelines for consideration and approval of the environmental analysis prepared by the County for a TMP after such documentation is prepared and adopted by the County. (State CEQA Guidelines, CCR Section 15096.)</p> <p>Because no final project description for a TMP has been developed as of the completion of this FEIR/FEIS, the City would have to speculate as to those portions of a TMP that might be proposed for implementation within its jurisdiction, or the impacts that could arise from the implementation of as-yet uncertain components. Accordingly, formulation of the precise means of mitigating the potential cumulative air quality impacts pursuant to the TMP is not currently feasible or practical. However, as the preferred, feasible, and intended mitigation strategy to address the cumulative impacts of quarry truck traffic through the SPA, the City shall implement, or cause to be implemented those portions of the TMP (as described above) that are within its authority to control. In implementing the TMP, the City shall ensure that the TMP or traffic measures imposed by the City within the SPA reduce the risk of cancer to sensitive receptors along routes within the SPA from toxic air contaminant emissions to no more than 296 in one million (SMAQMD 2009. March. Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways, Version 2.2:7), or such different threshold of significance mandated by SMAQMD or ARB at the time, if any. With this mitigation, the cumulative air quality impacts from truck toxic air contaminants would be less than significant.</p> <p>As an alternative (or in addition) to implementing the TMP within the SPA, the following measures could (and should) be voluntarily implemented by the quarry project applicant(s) (Teichert, DeSilva Gates, and Granite [Walltown]) to help ensure exposure of sensitive receptors to TACs generated by quarry truck traffic to the 296-in-one-million threshold of significance identified above. The City encourages implementation of the following measures:</p>				
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		<ul style="list-style-type: none"> ▶ The quarry project applicant(s) should meet with the City of Folsom to discuss mitigation strategies, implementation, and cost. ▶ A site-specific, project-level screening analysis and/or Health Risk Assessment (HRA) should be conducted by the City of Folsom and funded by the truck applicant(s) for all proposed sensitive receptors (e.g., residences, schools) in the SPA that would be located along the sides of roadway segments that are identified in Table 4-4 as being potentially significant under any of the analyzed scenarios. Each project-level analysis shall be performed according to the standards set forth by SMAQMD for the purpose of disclosure to the public and decision makers. The project-level analysis shall account for the location of the receptors relative to the roadway, their distance from the roadway, the projected future traffic volume for the year 2030 (including the proportion of diesel trucks), and emission rates representative of the vehicle fleet for the year when the sensitive land uses would first become operational and/or occupied. If the incremental increase in cancer risk determined by in the HRA exceeds 296 in one million (or a different threshold of significance recommended by SMAQMD or ARB at the time, if any), then project design mitigation should be employed, which may include the following: <ul style="list-style-type: none"> ▪ Increase the setback distance between the roadway and affected receptor. If this mitigation measure is determined by the City of Folsom to be necessary, based on the results of the HRA, the quarry truck applicant(s) should pay the Folsom South of U.S. 50 Specific Plan project applicant(s) and the City of Folsom a fee that shall serve as compensation for lost development profit and lost City tax revenues, all as determined by the parties. Said mitigation fee shall be determined in consultation with the quarry project applicant(s), the Folsom South of U.S. 50 Specific Plan project applicant(s), and the City of Folsom. 				
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		<p>No quarry trucks shall be allowed to pass on any roadway segment immediately adjacent to or within the SPA until said mitigation fees are paid.</p> <ul style="list-style-type: none"> ▪ Implement tiered tree planting of fine-needle species, such as redwood, along the near side of the roadway segments and, if feasible, along the roadway 500 feet in both directions of the initial planting (e.g., 500 feet north and south of a roadway that runs east-west) to enhance the dispersion and filtration of mobile-source TACs associated with the adjacent roadway. These trees should be planted at a density such that a solid visual buffer is achieved after the trees reach maturity, which breaks the line of sight between U.S. 50 and the proposed homes. These trees should be planted before occupation of any affected sensitive land uses. This measure encourages the planting of these trees in advance of the construction of potentially affected receptors to allow the trees to become established and progress toward maturity. The life of these trees should be maintained through the duration of the quarry projects. The planting, cost, and ongoing maintenance of these trees should be funded by the quarry project applicant(s). ▪ To improve the indoor air quality at affected receptors, implement the following measures before the occupancy of the affected residences and schools: <ul style="list-style-type: none"> ▪ equip all affected residences and school buildings developed in the SPA with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the interior rooms; ▪ use the heating, ventilation, and air conditioning (HVAC) systems to maintain all residential units under positive pressure at all times; ▪ locate air intake systems for HVAC as far away from roadway air pollution sources as possible; and 				
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		<ul style="list-style-type: none"> develop and implement an ongoing education and maintenance plan about the filtration systems associated with HVAC for residences and schools. <p>To the extent this indoor air quality mitigation would not already be implemented as part of the Folsom South of U.S. 50 Specific Plan project development, this mitigation should be paid for by the quarry project applicant(s) before any quarry trucks are allowed to pass on any roadway that is within 400 feet of any residence or school within the SPA.</p>				
71-119	Cumulative Mitigation Measure NOISE-1-Land (FPASP EIR/EIS)	<p>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. The City of Folsom is a participant in the development of an East Sacramento Regional Aggregate Mining Truck Management Plan (TMP), a cooperative effort led by the County of Sacramento, with the input of the City of Folsom, the City of Rancho Cordova and other interested parties, including representatives of quarry project applicants. When the County Board of Supervisors approved entitlements for the Teichert quarry project in November 2010, it also adopted conditions of approval and a development agreement that requires Teichert’s participation in, and fair share funding of, a TMP to implement roadway capacity and safety improvements required to improve the compatibility of truck traffic from the quarries with the future urban development in the SPA and other jurisdictions that will be affected by quarry truck traffic. The development agreement adopted by the County for the Teichert project imposes limits on the amounts of annual aggregate sales from Teichert’s facility until a TMP is adopted. The City of Folsom does not have direct jurisdiction over the Teichert, DeSilva Gates, or Walltown quarry project applicants as these projects are located within the unincorporated portion of the County. The County, as the agency with the primary authority over the quarries, has indicated that it intends to prepare an environmental analysis in accordance with CEQA prior to adoption of a TMP. The City’s authority to control the activities of the quarry trucks includes restrictions or other actions, such as the approval and</p>	<p>Prior to approval of first tentative map or discretionary approval within SPA that would place sensitive receptors along roadways that quarry trucks would reasonably use to access U.S. 50.</p>	<p>City of Folsom Community Development Department</p>	<p>The Community Development Department and the Public Works Department will work closely to implement the future Truck Management Plan (TMP) and coordinate responses to any future entitlement and CEQA compliance need for the TMP and make sure the requirements in this condition of approval are met to the satisfaction of the City.</p>	<p>Condition will be satisfied prior to approval of a future TMP.</p>

	<p>implementation of specialized road improvements to accommodate quarry truck traffic, that would be applicable within the City’s jurisdictional boundaries. For the foregoing reasons, the City of Folsom considers itself a “responsible agency” (as that term is defined at State CEQA Guidelines, CCR Section 15381), in that it has some discretionary power over some elements of a future TMP, if such TMP calls for improvements or other activities on roadways within the jurisdiction of the City. In a responsible agency role, the City would follow the process specified in the CEQA Guidelines for consideration and approval of the environmental analysis prepared by the County for a TMP after such documentation is prepared and adopted by the County. (State CEQA Guidelines, CCR Section 15096.)</p> <p>Because no final project description for a TMP has been developed as of the completion of this FEIR/FEIS, the City would have to speculate as to those portions of a TMP that might be proposed for implementation within its jurisdiction, or the impacts that could arise from the of as yet uncertain components. Accordingly, formulation of the precise means of mitigating the potential cumulative noise impacts pursuant to the TMP is not currently feasible or practical. However, as the preferred, feasible, and intended mitigation strategy to address the cumulative impacts of quarry truck traffic through the SPA, the City shall implement, or cause to be implemented those portions of the TMP (as described above) that are within its authority to control. In implementing the TMP, the City shall ensure that the TMP or traffic measures imposed by the City within the SPA reduce the traffic noise exposure to sensitive receptors along routes within the SPA so as to ensure that sensitive receptors are not exposed to interior noise levels in excess of 45 dBA, or increases in interior noise levels of 3 dBA or more, whichever is more restrictive. With this mitigation, the cumulative noise impacts from truck traffic would be less than significant.</p> <p>As an alternative (or in addition) to implementing the TMP within the SPA, the following measures could (and should) be voluntarily implemented by the quarry project applicant(s)</p>				
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		<p>(Teichert, DeSilva Gates, and Granite [Walltown]) to help ensure interior noise levels for sensitive receptors to noise generated by quarry truck traffic would not exceed 45 dBA or increase of 3 dBA over existing conditions, as identified above. The City encourages implementation of the following measures:</p> <ul style="list-style-type: none"> ▶ The quarry project applicant(s) should meet with the City of Folsom to discuss mitigation strategies, implementation, and cost. ▶ A site-specific, project-level screening analysis should be conducted by the City of Folsom and funded by the quarry truck applicant(s) for all proposed sensitive receptors (e.g., residences, schools) in the SPA that would be located along the sides of roadway segments that are identified in Table 4-8 as being potentially significant under any of the analyzed scenarios. The analysis should be conducted using an approved three dimensional traffic noise modeling program (i.e., TNM or SoundPlan). Each project-level analysis should be performed according to the standards set forth by the City of Folsom for the purpose of disclosure to the public and decision makers. The project-level analysis should account for the location of the receptors relative to the roadway, their distance from the roadway, and the projected future traffic volume for the year 2030 (including the percentage of heavy trucks). If the incremental increase in traffic noise levels are determined to exceed the threshold of significance recommended by the City of Folsom, then design mitigation should be employed, which may include the following: ▶ Model the benefits of soundwalls (berm/wall combination) along the quarry truck hauling roadways and affected receptors not to exceed a total height of eight feet (two-foot berm and six-foot concrete mason wall). If this mitigation measure is determined by the City of Folsom to be inadequate, additional three dimensional traffic noise modeling should be conducted with the inclusion of 				
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		<p>rubberized asphalt at the expense of the quarry truck applicant(s). No quarry trucks should be allowed to pass on any roadway segment immediately adjacent to or within the SPA until said mitigation has been agreed upon by the City of Folsom and fees for construction of said mitigation are paid by the quarry truck applicant(s).</p> <ul style="list-style-type: none"> ▶ Implement the installation of rubberized asphalt (quiet pavement) on roadway segments adjacent to sensitive receptors that carry quarry trucks if soundwalls do not provide adequate reduction of traffic noise levels. The inclusion of rubberized asphalt would provide an additional 3 to 5 dB of traffic noise reduction. The cost of construction using rubberized asphalt should be borne by the quarry truck applicant(s). Said mitigation fee should be determined in consultation with the quarry project applicant(s), the Folsom South of U.W. 50 Specific Plan project applicant(s), and the City of Folsom. No quarry trucks should be allowed to pass on any roadway segment immediately adjacent to or within the SPA until said mitigation fees are paid. ▶ To improve the indoor noise levels at affected receptors, implement the following measures before the occupancy of the affected residences and schools: <ul style="list-style-type: none"> ▪ Conduct an interior noise analysis once detailed construction plans of residences adjacent to affected roadways are available to determine the required window package at second and third floor receptors to achieve the interior noise level standard of 45 dB Ldn without quarry trucks. ▪ Determine the interior quarry truck traffic noise level increases at second and third floor receptors adjacent to affected roadways compared to no quarry truck conditions. Window package upgrades are expected to be necessary due to the traffic noise level increases caused by quarry trucks along affected roadways. Quarry truck 				
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		<p>applicant(s) should pay for the cost of window package upgrades (increased sound transmission class rated windows) required to achieve the interior noise level standard of 45 dB Ldn with the inclusion of quarry truck traffic.</p> <p>To the extent this noise mitigation would not already be implemented as part of the Folsom South of U.W. 50 Specific Plan project development, this mitigation should be paid for by the quarry project applicant(s) before any quarry trucks are allowed to pass on any roadway that is within 400 feet of any residence or school within the SPA.</p>				
71-120	N/A	<p>Coordinate and Fund the Backbone Infrastructure and Off-Site Water Facility Alternative. The project applicant shall participate in the FPASP owners' group and shall fund and contribute their fair share to the backbone infrastructure and off-site water facility alternative improvements. The project applicant shall coordinate with owners' group to implement the following measures detailed in the <i>Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration</i> (December 2014):</p> <ul style="list-style-type: none"> ▶ Backbone MND Mitigation Measure I-1: Design above ground pump station and storage tank facilities to reduce visual impacts. ▶ Backbone MND Mitigation Measure I-2: Develop and implement a landscaping plan for pump station and storage tank facilities to reduce visual impacts. ▶ Backbone MND Mitigation Measure III-1: Prepare and Implement NOX Reduction Plan ▶ Backbone MND Mitigation Measure III-2: Pay Off-site Mitigation Fee to SMAQMD to off-set NOX Emissions Generated by Construction. ▶ 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. 	<p>Before approval of final maps and issuance of building permits for any project phase, the project applicant shall demonstrate to the City's satisfaction the fair share contribution towards implementation of Backbone Infrastructure and Off-Site Water Facility improvements and associated required mitigation as identified in the <i>Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration</i> (December 2014) or the <i>Revised Proposed Off-Site Water Facility</i></p>	<p>City of Folsom Community Development Department and City of Folsom Public Works Department</p>	<p>The FPA landowners have satisfied all of the mitigation measures for the design and construction of the Phase 1 Water and Sewer Backbone Infrastructure to serve the first of development in the FPA. The Phase 1 backbone Infrastructure was completed and accepted by the City in 2018 and is currently in use in the FPA and being owned and operated by the City. The off-site water facility alternative improvements were not implemented. The water for the FPA was provided through the conservation of existing water in the City. The new water supply</p>	<p>Yes</p>

		<ul style="list-style-type: none"> ▶ Backbone MND Mitigation Measure IV-1: Conduct Special-Status Plant Surveys; Implement Avoidance and Mitigation Measures or Compensatory Mitigation ▶ Backbone MND Mitigation Measure IV-2: Implement Conditions of the Biological Opinion (BO) for Federally Listed Vernal Pool Invertebrates. ▶ Backbone MND Mitigation Measure IV-3: Implement Conditions of the Biological Opinion for Impacts on Valley Elderberry Longhorn Beetle. ▶ Backbone MND Mitigation Measure IV-4: Western Spadefoot Toad ▶ Backbone MND Mitigation Measure IV-5: Western Pond Turtle ▶ Backbone MND Mitigation Measure IV-6(a): Swainson’s Hawk Nesting Habitat ▶ Backbone MND Mitigation Measure IV-6(b): Swainson’s Hawk Foraging Habitat ▶ Backbone MND Mitigation Measure IV-7: Tricolored Blackbird ▶ Backbone MND Mitigation Measure IV-8: Nesting Raptors ▶ Backbone MND Mitigation Measure IV-9: Nesting Special Status Birds and Migratory Birds ▶ Backbone MND Mitigation Measure IV-10: Special-Status Bats ▶ Backbone MND Mitigation Measure IV-12: Implement Section 1602 Master Streambed Alteration Agreement ▶ 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 ▶ Backbone MND Mitigation Measure IV-14: Secure Amended Clean Water Act Section 404 Permit and Section 	<p><i>Alternative Addendum to the FPASP EIR/EIS</i> (approved December 2012); as applicable.</p>		<p>alternative was validated in 2014.</p>	
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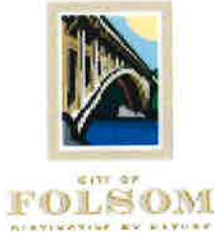
		<p>401 Permit and Implement All Permit Conditions; Ensure No Net Loss of Functions of Wetlands, Other Waters of the U.S., and Waters of the State</p> <ul style="list-style-type: none"> ▶ Backbone MND Mitigation Measure IV-15: Conduct Tree Survey, Prepare and Implement an Oak Woodland Mitigation Plan, Replace Native Oak Trees Removed, and Implement Measures to Avoid and Minimize Indirect Impacts on Oak Trees and Oak Woodland Habitat Retained On-Site. ▶ Backbone MND Mitigation Measure IV-11: American Badger ▶ Backbone MND Mitigation Measure V-1: Comply with the applicable procedures in the FAPA and implementation of applicable historic property treatment plans ▶ 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. ▶ Backbone MND Mitigation Measure V-3: Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures. ▶ Backbone MND Mitigation Measure VI-1: Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations. ▶ Backbone MND Mitigation Measure VI-3: Monitor Earthwork during Earthmoving Activities. ▶ Backbone MND Mitigation Measure VI-5(a): Prepare and Implement the Appropriate Grading and Erosion Control Plan. ▶ 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. 				
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		<ul style="list-style-type: none"> ▶ Backbone MND Mitigation Measure IX-1: Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs. ▶ Backbone MND Mitigation Measure VII-1: Greenhouse Gas Emissions ▶ Backbone MND Mitigation Measure XVI-1: Prepare and Implement a Construction Traffic Control Plan. ▶ Backbone MND Mitigation Measure III-3: North of U.S. Highway 50 Water Improvements ▶ Backbone MND Mitigation Measure V-4 North of U.S. Highway 50 Water Improvements ▶ Backbone MND Mitigation Measure VI-2 North of U.S. Highway 50 Water Improvements ▶ Backbone MND Mitigation Measure VI-4 North of U.S. Highway 50 Water Improvements ▶ Backbone MND Mitigation Measure XII-1 North of U.S. Highway 50 Water Improvements <p>In addition, the project applicant shall coordinate with owners' group to implement the following measures detailed in the <i>Revised Proposed Off-Site Water Facility Alternative Addendum to the FPASP EIR/EIS</i> (approved December 11, 2012):</p> <ul style="list-style-type: none"> ▶ 3B.1-2a: Enhance Exterior Appearance of Structural Facilities. ▶ 3B.1-2b: Prepare Landscaping Plan. ▶ 3B.1-3a: Conformance to Construction Lighting Standards. ▶ 3B.1-3b: Prepare and Submit a Lighting Master Plan. ▶ 3B.2-1a: Develop and Implement a Construction NOX Reduction Plan. ▶ 3B.2-1c: Implement Fugitive Dust Control Measures and a Particulate Matter Monitoring Program during Construction. 				
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		<ul style="list-style-type: none"> ▶ 3B.2-3a: Cite Pump Siting Buffers Away from Sensitive Receptors. ▶ 3B.2-3b: Conduct Project-Level DPM Screening and Implement Measures to Reduce Annual DPM to Acceptable Concentrations. ▶ 3B.4-1a: Implement GHG Reduction Measures during Construction. ▶ 3B.4-1b Prepare and Implement an Off-site Water Facilities Climate Action Plan. ▶ 3A.5-1a: Comply with the Programmatic Agreement. ▶ 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. ▶ 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. ▶ 3A.5-3: Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures. ▶ 3B.7-1a: Prepare Geotechnical Report(s) for the Revised Proposed Off-site Water Facilities and Implement Required Measures. ▶ 3B.7-1b: Incorporate Pipeline Failure Contingency Measures Into Final Pipeline Design. ▶ 3B.7-4: Implement Corrosion Protection Measures. ▶ 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. 				
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		<ul style="list-style-type: none"> ▶ 3B.8-1a: Transport, Store, and Handle Construction-Related Hazardous Materials in Compliance with Relevant Regulations and Guidelines. ▶ 3B.8-1b: Prepare and Implement a Hazardous Materials Management Plan. ▶ 3B.8-5a: Conduct Phase 1 Environmental Site Assessment for Selected Alignment. ▶ 3B.8-5b: Develop and Implement a Remediation Plan. ▶ 3B.8-7a: Keep Construction Area Clear of Combustible Materials. ▶ 3B.8-7b: Provide Accessible Fire Suppression Equipment. ▶ 3B.9-1a: Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs. ▶ 3B.9-1b: Properly Dispose of Hydrostatic Test Water and Construction Dewatering in Accordance with the Central Valley Regional Water Quality Control Board. ▶ 3B.9-3a: Prepare and Implement Drainage Plan(s) for Structural Facilities. ▶ 3B.9-3b: Ensure the Provision of Sufficient Outlet Protection and On-site Containment. ▶ 3B.11-1a: Limit Construction Hours. ▶ 3B.11-1b: Minimize Noise from Construction Equipment and Staging. ▶ 3B.11-1c: Maximize the Use of Noise Barriers. ▶ 3B.11-1d: Prohibit Non-Essential Noise Sources During Construction. ▶ 3B.11-1e: Monitor Construction Noise and Provide a Mechanism for Filing Noise Complaints. ▶ 3B.11-3: Implement Operational Noise Minimization Measures. ▶ 3B.12-1: Provide for Continued Recreational Access as Identified in Mitigation Measure 3.14-1a. 				
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	<ul style="list-style-type: none">▶ 3B.15-1a: Prepare Traffic Control Plan.▶ 3B.15-1b: Assess Pre-Off-site Water Facilities Roadway Conditions.▶ 3B.16-3a: Minimize Utility Conflicts by Implementing an Underground Services Alert.▶ 3B.16-3b: Coordinate with Utility Providers and Implement Appropriate Installation Methods to Minimize Potential Utility Service Disruptions.▶ 3B.17-1a: Implement Construction Dewatering Best Management Practices.▶ 3B.17-1b: Implement a Dewatering Discharge Monitoring Program.▶ 3A.18-1: Submit Proof of Surface Water Supply Availability.▶ 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.				
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Folsom City Council Staff Report



MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11118 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for the Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

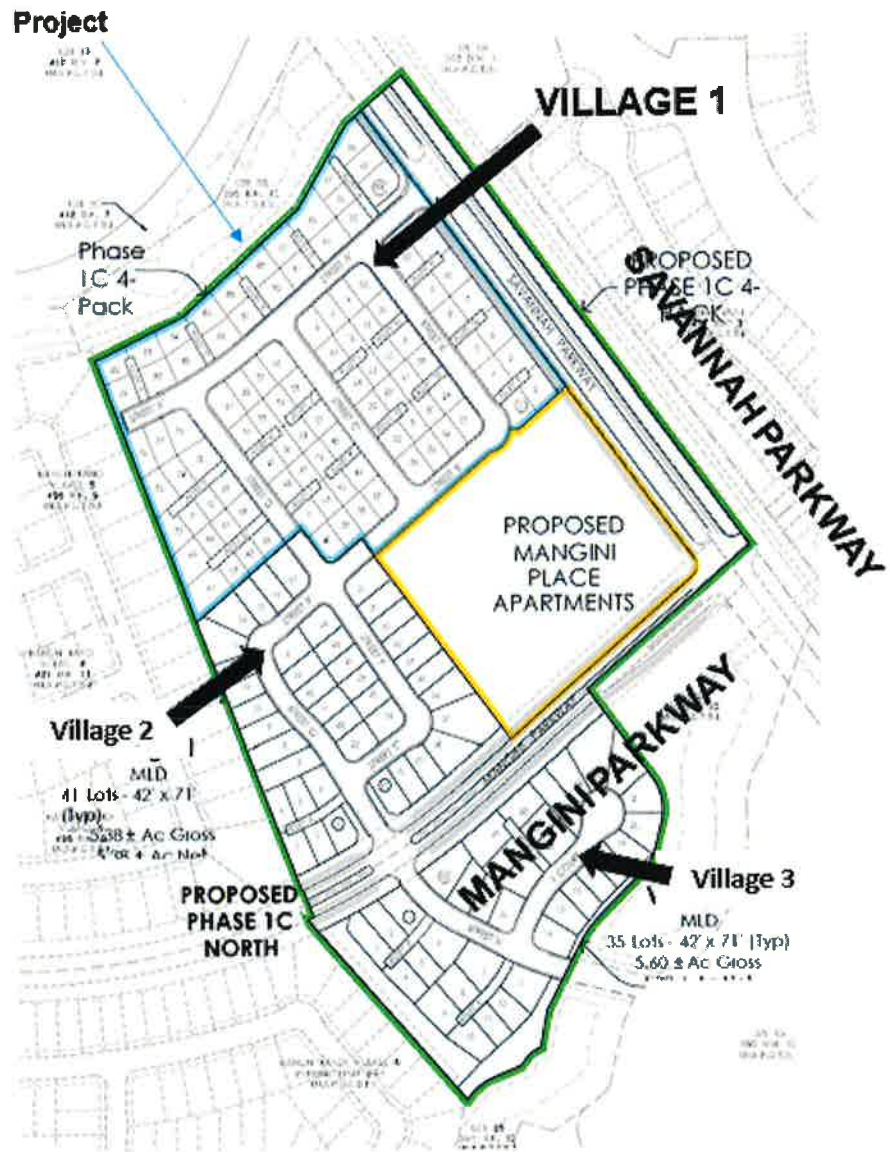
Staff recommends that the City Council move to adopt Resolution No.11118 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C)

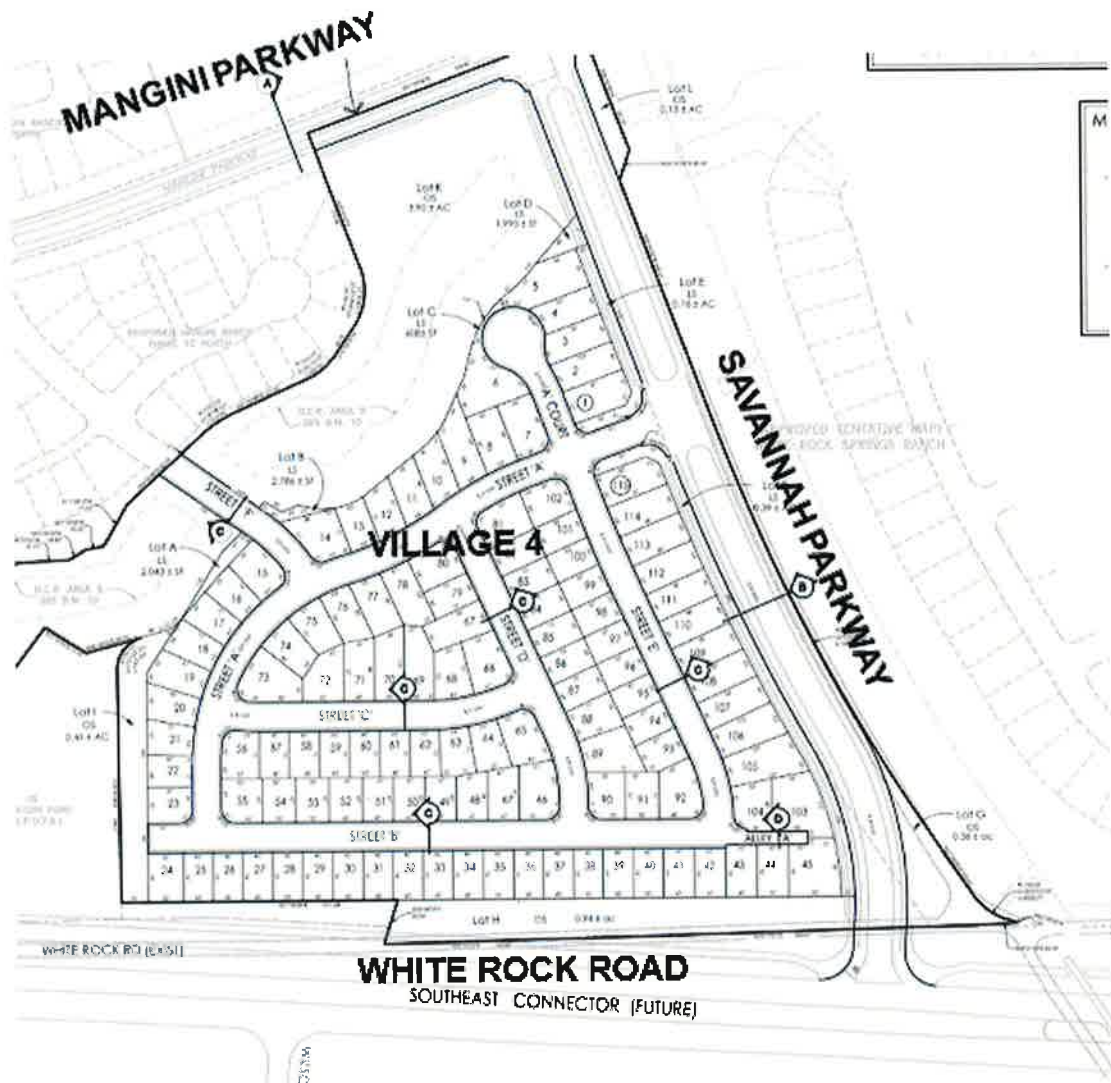
BACKGROUND / ISSUE

On January 28, 2014, the City Council adopted Resolution No. 9298 approving the Folsom Plan Area Specific Plan (FPASP) Public Facilities Financing Plan (PFFP). The PFFP is an \$877 million plan that includes the necessary backbone infrastructure and public facility requirements, presents a comprehensive financing strategy and sets forth the estimated time horizon for the future development of the Folsom Plan Area (FPA).

The Vesting Tentative Subdivision Maps for the Mangini Ranch Phase 1C subdivision in the FPA were approved by the City Council on June 22, 2021 for the 4-Pack subdivision (Village 1) and Village Nos. 2 & 3 and on October 26, 2021 for the Village 4 subdivision. The Mangini Ranch Phase 1C subdivision is included in the Folsom Plan Area Specific Plan (FPASP) and is planned for a total of 291 multi-family low density (MLD) residential units in these (4) separate villages. The Mangini Ranch Phase 1C subdivision is generally located on the north side of East White Rock Road, west of Savannah Parkway and south of Mangini Parkway in the FPA (See below). The Mangini Ranch Phase 1C subdivision is required to

construct various on-site and off-site roadway and utility infrastructure and other public improvements necessary to serve the proposed development.





On May 26, 2020, the City Council adopted Resolution No. 10435, a resolution approving the formation of Community Facilities District No. 23 (CFD No. 23), providing for the levy of special taxes therein, and adopted Resolution No. 10436, a resolution deeming it necessary to incur bond indebtedness in and for the City of Folsom CFD No. 23 Improvement Area No. 2. Special tax revenues generated from CFD No. 23 Improvement Area No. 2 will fund a portion of or in some cases all of the Mangini Ranch Phase 1C subdivision's share of the public roadway and internal subdivision improvements, related environmental mitigation obligations and design and engineering costs.

Grading and construction of the first phase of the infrastructure and other various public improvements necessary to serve the Mangini Ranch Phase 1C subdivision commenced in the Spring of 2021. The roadway and utility infrastructure and other public improvements for the Mangini Ranch Phase 1C subdivision includes the construction of portions of Mangini Parkway, Savannah Parkway and White Rock Road, various subdivision village infrastructure (i.e. Mangini Ranch Phase 1C, Village Nos. 1 through 4) and a future traffic

signal at the intersection of Mangini Parkway and Savannah Parkway. Arcadian Improvement Company, LLC, (developer) has completed the necessary roadway and utility infrastructure and other various public improvements to serve the four (4) villages in the Fall of 2023.

POLICY / RULE

Chapter 5 of the Folsom Plan Area (FPA) Public Facilities Financing Plan authorizes the formation of CFD's to finance the construction, acquisition and servicing of backbone infrastructure and other public improvements

Section 2.5.3 of the First Amended and restated Tier 1 Development Agreement authorizes the formation of infrastructure CFD's

Resolution No. 9282 – A Resolution of the City Council of the City of Folsom Approving Goals and Policies for Community Facilities Districts

Mello-Roos Community Facilities Act of 1982

ANALYSIS

In order to obtain reimbursement from proceeds from the sale of bonds for CFD No. 23 Improvement Area No. 2 for eligible roadway and utility infrastructure and public improvements approval of an Acquisition and Shortfall Agreement (Agreement) by the City Council is required. It is anticipated that the first bond sale for CFD No. 23 Improvement Area No. 2 to generate bond proceeds for reimbursement will occur in the Winter/Spring of 2023/2024. The developer and the City are currently working together to achieve this goal.

The Agreement establishes the process required for the City to acquire the roadway and utility infrastructure and other various public improvements and the developer's responsibility for funding any construction cost shortfall. A summary of the roadway and utility infrastructure and various public improvements and facilities to be funded and acquired by the City is shown in Exhibit A of the attached Acquisition and Shortfall Agreement (See Attachment 2). The roadway and utility infrastructure and other public improvements authorized to be acquired with CFD No. 23 Improvement Area No. 2 bond proceeds include roadway and transportation improvements (Mangini Parkway, Savannah Parkway and White Rock Road), various subdivision in-tract improvements (Villages 1 through 4), various water (potable and non-potable), sanitary sewer, and storm drainage mains as well as a landscaping and pedestrian/bike trail improvements. The Agreement requires the developer to complete the required roadway and utility infrastructure and other public improvements to the satisfaction of the City and meet specified thresholds in accordance with the Agreement prior to any reimbursement by the City.

FINANCIAL IMPACT

There is no direct financial impact on the City of Folsom. The CFD No. 23 Improvement Area No. 2 bonded indebtedness and expenses are solely the responsibility of CFD No. 23 Improvement Area No 2.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review pursuant to Section 15061 (b)(3) of the CEQA Guidelines. Environmental review for the backbone infrastructure subject to this Acquisition and Shortfall Agreement was completed in the FPASP EIR dated June 14, 2011.

ATTACHMENTS

1. Resolution No. 11118 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C)
2. Acquisition and Shortfall Agreement

Submitted,



Pam Johns, Community Development Director

ATTACHMENT 1

A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for the Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C)

RESOLUTION NO. 11118

A RESOLUTION OF THE CITY COUNCIL APPROVING AN ACQUISITION AND SHORTFALL AGREEMENT FOR COMMUNITY FACILITIES DISTRICT NO. 23 IMPROVEMENT AREA NO. 2 (MANGINI RANCH PHASE 1C)

WHEREAS, the City Council has adopted Resolution No. 10435 declaring its intention to establish a community facilities district and to levy a special tax to pay for certain public improvements and public services in and for such community facilities district; and

WHEREAS, the City Council has adopted Resolution No. 10436 declaring the necessity to incur a bonded indebtedness to finance certain public improvements in and for the City of Folsom Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C); and

WHEREAS, Staff has prepared the attached Acquisition and Shortfall Agreement for the proposed eligible public improvements of Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C),

NOW, THEREFORE, BE IT RESOLVED that the Acquisition and Shortfall Agreement for Community Facilities District No. 23 Improvement Area No. 2 (Mangini Ranch Phase 1C) is hereby approved, and the City Manager is authorized to execute said Agreement in a form approved by the City Attorney.

PASSED AND ADOPTED this 24th day of October 2023, by the following roll-call vote:

AYES: Council Member(s)
NOES: Council Member(s)
ABSENT: Council Member(s)
ABSTAIN: Council Member(s)

Rosario Rodrigues, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Acquisition and Shortfall Agreement for the Community Facilities District No. 23
Improvement Area No. 2 (Mangini Ranch Phase 1C)

**COMMUNITY FACILITIES DISTRICT NO. 23
(FOLSOM RANCH) IMPROVEMENT AREA NO. 2
ACQUISITION AND SHORTFALL AGREEMENT**

BY AND BETWEEN

THE CITY OF FOLSOM

AND

ARCADIAN IMPROVEMENT COMPANY, LLC,

a California Limited Liability Company,

Dated as of _____, 2023

ACQUISITION AND SHORTFALL AGREEMENT

**City of Folsom Community Facilities District No. 23
(Folsom Ranch) Improvement Area No. 2**

Recitals

A. The parties to this Acquisition and Shortfall Agreement (the “Agreement”) are the CITY OF FOLSOM, (the “City”), and ARCADIAN IMPROVEMENT COMPANY, LLC, a California limited liability company, (“Developer”).

B. The effective date of this Agreement is _____, 2023 (“Effective Date”).

C. The Developer intends to construct certain road, water, sewer and other public capital improvements, as more particularly described in **Exhibit A** attached hereto (collectively, the “Acquisition Improvements”) to serve the development of real property owned by Developer within the Folsom Plan Area and within the boundaries of the District described below. The public capital improvements are to be owned and operated by the City, and the financing is to be accomplished, in part, with funding to be provided by the District under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”).

D. On May 26, 2020, the City adopted Resolution No. 10437 to form City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 2 (the “District” or “CFD 23”) within the Folsom Plan Area to finance, among other authorized facilities, the Acquisition Improvements and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of forming the District.

E. The District intends to levy special taxes and cause the Authority to issue CFD 23 Bonds to fund, among other things, a portion of the costs of the Acquisition Improvements. The proceeds of the District special taxes and CFD 23 Bonds, together with interest earned thereon, are referred to herein as the “Available CFD 23 Proceeds.” The Available CFD 23 Proceeds shall include the amount of (i) special taxes, if any, collected for a period of twenty (20) years beginning with the Fiscal Year in which: (a) the first building permit is issued in Improvement Area No. 1, or (b) the first series of bonds or other debt is issued in Improvement Area No. 2, whichever occurs first, available to fund the direct payment for the acquisition and/or construction of Acquisition Improvements and not related to or required to fund debt service or Administrative Expenses, as defined in and determined in accordance with the Rate and Method of Apportionment for the District (the “Available Pay-Go Proceeds”), and (ii) the net acquisition proceeds generated by all CFD 23, Improvement Area No. 2 Bond sale(s) issued by the Authority and secured by CFD 23, Improvement Area No. 2 special taxes.

F. Attached hereto as **Exhibit A** is a description of the Acquisition Improvements and attached hereto as **Exhibit B** is a description of certain authorized discrete and usable portions of the Acquisition Improvements that may be acquired from Developer pursuant to Section 53313.51 of the Act. It is understood that the Available CFD 23 Proceeds may not be sufficient to reimburse the Developer for all of the costs and expenses of the Acquisition

Improvements contemplated hereunder, or otherwise finance said improvements. Accordingly, Developer understands and acknowledges that any shortfall in the Available Amount toward the construction and completion of the Acquisition Improvements is the Developer's sole responsibility, and that the Acquisition Price will be paid solely from the Available CFD 23 Proceeds, or from any proceeds that may become available for such payment through the SPIF Program (as defined herein) for an Acquisition Improvement included in the SPIF Program.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement and final acceptance by the City Engineer in writing, the City will acquire the completed Acquisition Improvements.

H. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available CFD 23 Proceeds, and no other funds whatsoever of the District, the Authority, or the City shall be obligated therefor under any circumstances under this Agreement.

I. Attached to this Agreement are Exhibit A (the Acquisition Improvements), Exhibit B (Eligible Portions of Acquisition Improvements, including related Design Costs), Exhibit C (form of Requisition), and Exhibit D (Insurance Requirements), all of which are incorporated into this Agreement for all purposes.

Agreement

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the City Engineer, upon consultation with the City Attorney, not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “Community Facilities District No. 23 Improvement Area No. 2 Acquisition and Construction Fund” established by the District for the purpose of paying the Acquisition Prices of the Acquisition Improvements.

“Acquisition Improvements” means the Acquisition Improvements described in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of the Acquisition Improvements as provided in Section 2.03, including any additional Available CFD 23 Proceeds collected thereafter that are eligible to be paid to Developer, but not to exceed the Actual Cost of the Acquisition Improvement, together with the CCI adjustment thereon until paid in full as provided herein.

“Actual Cost” means the total cost of the Acquisition Improvements, or Eligible Portions thereof, as documented by the Developer to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing the Acquisition Improvements including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvements, preparing the plans and specifications and bid documents for the Acquisition Improvements, and the costs of inspection, materials testing and construction staking for the Acquisition Improvements, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for the Acquisition Improvements, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of the Acquisition Improvements (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the City or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for the Acquisition Improvements, (f) the amount of any fees actually paid by the Developer to the City and any other governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for the Acquisition Improvements, (g) the Developer’s cost for construction and project management, administration and supervision services for the Acquisition Improvements, (h) the Developer’s cost for professional services related to the Acquisition Improvements, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to the Acquisition Improvements.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of the Acquisition Improvements, or Eligible Portions thereof, to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 2023.

“Authority” means the Folsom Ranch Financing Authority.

“Available CFD 23 Proceeds” shall have the meaning assigned to the term in Recital E.

“Available Pay-Go Proceeds” shall have the meaning assigned to the term in Recital E.

“CCI” means the construction cost index reported by the Engineering News Record used by the City to adjust construction costs, currently based on the average of the change in the San Francisco Construction Cost Index and the change in the 20-city Construction Cost Index for the 12-month period ending in May, or comparable index of annual construction costs for public capital improvements used by the City.

“CFD Administrator” means the administrator of the District appointed by the City.

“CFD 23 Bonds” means bonds or other indebtedness issued by the Authority that are to be repaid with District Special Taxes.

“City” means City of Folsom.

“City Engineer” means the City Engineer of the City or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Code” means the Government Code of the State of California.

“Construction Lender” means Goodfellow Bros., Inc., a Washington corporation, its successors and assigns.

“Developer” means ARCADIAN IMPROVEMENT COMPANY, LLC, a California limited liability company, their successors and assigns.

“Director” means the Director of the City’s Community Development Department or his/her designee.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof, in substantially the form contained in Exhibit C hereto.

“District” shall have the meaning assigned to the term in Recital D.

“Eligible Portions” means the eligible, discrete and usable portions of the Acquisition Improvements available for acquisition and payment of Installment Payments listed and described in Exhibit B hereto.

“Installment Payment” means an amount approved by the City Engineer as partial payment toward the Actual Cost of an Eligible Portion as shown in Exhibit B-Description of Eligible Portions of Acquisition Improvements.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by and to be levied by the District.

“Title Documents” means, for the Acquisition Improvements acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvements (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvements (other than said real property interests) to the City, where applicable.

Section 1.02. Establishment of Community Facilities District. The Community Facilities District was established by the City on May 26, 2020, and through the successful landowner election held that same day, the District is authorized to levy the Special Taxes and to issue the CFD 23 Bonds to finance the Acquisition Prices for the Acquisition Improvements. Developer and the City agree to reasonably cooperate with one another and with the District in

the completion of the financing through the issuance by the Authority of the CFD 23 Bonds in one or more series and/or the collection of Special Taxes to generate Available Pay-Go Proceeds.

Section 1.03. Deposit and Use of Available CFD 23 Proceeds.

(a) Developer Pay-Go Proceeds. Available Pay-Go Proceeds collected by the District shall be deposited in the Acquisition and Construction Fund established by the District, and may be disbursed to pay the Acquisition Price and Installment Payments of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available CFD 23 Proceeds.

(b) CFD 23 Bond Series. Upon the delivery of each issue or issues of CFD 23 Bonds, the net proceeds thereof shall be deposited into the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price and Installment Payments of the Acquisition Improvements, or portions thereof, as specified in Article II hereof.

(c) Priority Use of Available CFD 23 Proceeds. The Available CFD 23 Proceeds will be used primarily to fund the costs of the Acquisition Improvements, and then to fund the costs of any other developer improvements advanced and/or constructed by a developer within the Plan Area that are authorized for acquisition by the District. The Available CFD 23 Proceeds shall be used first to fund any of the Acquisition Improvements, in any order, as and when each Acquisition Improvement or Eligible Portion is completed and payment of the Acquisition Price or Installment Payment can be paid to Developer as provided herein. Upon completion of all of the Acquisition Improvements hereunder and payment of the Acquisition Prices therefor, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the District as necessary to reserve for claims against the account) shall be (i) applied or reserved for application to pay the costs of any other authorized developer improvements and, to the extent not so used, (ii) shall be applied by the District to call Bonds or to reduce Special Taxes as the District shall determine.

Section 1.04. No Effect of CFD Funding on SPIF Payments. If and to the extent any of the Acquisition Improvements are also included for financing within the Specific Plan Infrastructure Fee Program (the "SPIF Program"), any payments hereunder from Available CFD 23 Proceeds to Developer for such Acquisition Improvements shall not affect or limit Developer's ability to obtain and apply fee credits against and/or fee reimbursements from the SPIF Fee Program in consideration of its construction of the Acquisition Improvements that are included for financing in the SPIF Program. Developer's right to any such fee credits and/or fee reimbursements from the SPIF Program would be subject to and contingent upon Developer's entering into and complying with the requirements of a separate SPIF Fee Reimbursement Agreement to be entered into between the City and Developer for the Acquisition Agreements that are included for financing in the SPIF Program.

Section 1.05. No District or City Liability; City Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the District or the City or any actual

or alleged omission, negligence, or failure to act by the District or the City with respect to the performance of its obligations hereunder subject the District or the City to any liability therefor, whether monetary or otherwise (except only as to pay any amounts available and payable hereunder from Available CFD 23 Proceeds). Further, nothing in this Agreement shall be construed as affecting the Developer's or the City's duty to perform their respective obligations under any other agreements between the parties hereto, or the City's enforcement of applicable laws, ordinances, rules, policies and regulations pertaining to public improvement standards and/or specifications, as well as land use and subdivision requirements related to the Project, all of which are and shall remain independent of the Developer's and the City's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered, or will award and administer, or through the City has advanced funds for the engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) incurred prior to the Effective Date, as identified on **Exhibit B** attached hereto, shall be reimbursed at the time of the first Bond sale, and, thereafter, all additional, eligible design engineering and related costs shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. Developer agrees to comply with City requirements with respect to contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for compliance with all provisions of the prevailing wage law for "public works" as required by the Labor Code of the State of California and shall require all work to be performed by licensed general contractors. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wage laws applicable to public works.

(a) Plans and Specifications. The Developer represents and covenants that it has obtained or will obtain approval of the plans and specifications for the Acquisition Improvements from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained, prior to construction. The Developer further covenants that the Acquisition Improvements will be constructed in full compliance with such approved plans and specifications and any change orders thereto, as approved in the same manner, and the adopted City Standard Construction Specifications and Improvement Standards. The Developer shall submit copies of all plans and specifications to the Director or his/her designee.

(b) CEQA. The Developer covenants that it has complied or will comply with the California Environmental Quality Act in conjunction with the construction of the Acquisition Improvements and their conveyance pursuant to the terms set forth herein.

(c) Inspection. The Developer covenants that the City, and other public entities or public utilities to whom any of the Acquisition Improvements will be conveyed, will be permitted to inspect the Acquisition Improvements using the same standards which would be applied to a public works project.

(d) Insurance. With respect to the construction of the Acquisition Improvements, the Developer shall furnish to City a certificate or certificates of insurance, with an insurance carrier acceptable to City and in a form satisfactory to the City Attorney, evidencing insurance coverage consistent with Exhibit D attached hereto.

(e) Performance and Payment Bonds. Except as otherwise provided herein, the Developer covenants to comply with all applicable performance, labor and materials and completion bond requirements of the City with respect to the construction of the Acquisition Improvements. To the extent bonds are required, Developer further covenants and agrees to execute and deliver or otherwise cause to be provided to City, prior to construction and in forms acceptable to the City Attorney, a faithful Performance Bond in the amount of 100% of the estimated cost of the Acquisition Improvements and a Labor and Materials Bond in the amount of 100% of the estimated cost of the Acquisition Improvements, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent. Such bonds shall only be released upon full completion of the Acquisition Improvements, the City's written acceptance of the Acquisition Improvements, and payment of all persons furnishing labor and materials.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the City each of the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already owned by the City), when each of the Acquisition Improvements is completed to the satisfaction of the City and accepted by the City Engineer in writing for an amount not to exceed the lesser of (i) the Available CFD 23 Proceeds and (ii) the Actual Cost of the Acquisition Improvement(s), increased from and after the completion of the Acquisition Improvements until paid in full based on the annual increase, if any, in the CCI from such completion to date of payment (the "Acquisition Price"). Notwithstanding any provision to the contrary, the Developer understands that the Available CFD 23 Proceeds for the acquisition of the Acquisition Improvements may not be sufficient to reimburse the Developer for all of the costs and expenses constructing the Acquisition Improvements, or otherwise finance said improvements. Accordingly, Developer acknowledges and agrees that any shortfall in the amount of Available CFD 23 Proceeds for the construction and completion of the Acquisition Improvements is the Developer's sole responsibility, and that the Acquisition Price to be paid pursuant to this Agreement will be paid solely from the Available CFD 23 Proceeds, or from any proceeds that may become available for such payment through the SPIF Program for an Acquisition Improvement included in the SPIF Program.

Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of the Acquisition Improvements eligible for Installment Payments prior to completion of the entire Acquisition Improvements are described as eligible, discrete and

usable portions in **Exhibit B** (each, an “Eligible Portion”). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the City Engineer may update the Actual Cost Certificate to revise or delete any disallowed items and the determination shall be subject to appeal to the Director, whose determination shall be final.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project or to multiple Acquisition Improvements. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the City Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Soft costs will be allocated to each Acquisition Improvement as approved by the City Engineer. The costs of environmental mitigation required to mitigate the impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the City Engineer. Pursuant to Section 2.01, all eligible expenditures of soft costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) incurred prior to the Effective Date, as identified in **Exhibit B** attached hereto, shall be reimbursed at the time of first Bond sale, and, thereafter, all additional, eligible soft costs shall be reimbursed at the time of acquisition of the Acquisition Improvements.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for each Acquisition Improvement shall in every case be conditioned first upon the determination of the City Engineer that the Acquisition Improvement satisfies all City construction standards and specifications, rules, policies, regulations and ordinances and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) Lien Releases. The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already owned by the City) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) Payment of Taxes. The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) Certification No Loan Default. The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) Title Documents. The Developer shall have provided the City with Title Documents needed to provide the City with Acceptable Title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the City Attorney and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

(e) Retention for Punch List Work. In the case of a completed Acquisition Improvement suitable for public use, but for which certain punch list work remains to be completed prior to formal acceptance by the City, the City shall retain from the payment of any Acquisition Price for such Acquisition Improvement the amount of one hundred and fifty percent (150%) of the value of punch list work not completed. Upon payment and acceptance of the Acquisition Price, less the retention for any punch list work, for each completed Acquisition Improvement or portion thereof, Developer shall have no further claim for payment from the City with respect to the retentions until completion of the punch list work. The City shall hold the retention amount on all Acquisition Improvements acquired until the punch list work is completed and accepted by the City. Provided, however, in any event, the City will not pay for the acquisition of any completed Acquisition Agreement or portion thereof unless and until the street, drainage or other utility rights of way where they are located have been irrevocably offered to the City for dedication and the remaining conditions precedent to payment under this Section 2.04 are satisfied.

(f) Warranty Bond. The Developer shall provide to City a warranty bond equal to 10% of the Actual Cost of the Acquisition Improvement. Commencement of the one-year warranty period shall start at the time of City's formal acceptance of the Acquisition Improvements in writing.

Section 2.05. Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the City Engineer with respect to any Eligible Portion. Payment to the Developer or its designee from the Acquisition and Construction Fund and/or SPIF Set-Aside Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the City Engineer, that the Eligible Portion has been completed in accordance with all applicable plans and City construction standards and specifications, rules, policies, regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible

Portion, to the extent not already owned by the City) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall have provided the City with Title Documents needed to provide the City with Acceptable Title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the City Attorney and shall be sufficient, upon completion of the Acquisition Improvements of which the Eligible Portion is a part, to convey Acceptable Title to the Eligible Portion. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Installment Payment for the Eligible Portion.

(d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans, standards and specifications for the Acquisition Improvements approved by the City Engineer, shall be in place to secure completion of the Acquisition Improvements of which the Eligible Portion is a part. As an alternative thereto, Developer may ask the City to retain and reserve the amount of funds in the Acquisition and Construction Fund equal to the estimated cost to complete such Acquisition Improvements in the manner described in Section 2.02(e) above.

(e) The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the "Installment Payment" with respect to the Eligible Portion.

Section 2.06. Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04 or to pay an Installment Payment for an Eligible Portion thereof pursuant to Section 2.05, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as **Exhibit C** to be submitted to the CFD Administrator for payment from the Acquisition and Construction Fund, up to the Acquisition Price or Installment Payment amount, and the CFD Administrator shall authorize such payment directly to the Developer or its designee of the authorized amount.

In the event that the Actual Cost of the Acquisition Improvements or the Installment Payment for an Eligible Portion is in excess of the amounts then available in the Acquisition and Construction Fund, subject to any retention of funds as security for the work pursuant to Section 2.02(e) and/or for punch list work pursuant to Section 2.04(e), the CFD Administrator and/or the City shall withdraw all funds then available in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost, as adjusted by the CCI, shall be paid from funds that may subsequently be deposited in and/or become available for payment from the Acquisition and Construction Fund. Developer understands that the Available CFD 23 Proceeds for the acquisition of the Acquisition

Improvements may not be sufficient to reimburse the Developer for all of the costs and expenses constructing the Acquisition Improvements, or otherwise finance said improvements. Accordingly, Developer acknowledges and agrees that any shortfall in the Available CFD 23 Proceeds toward the construction and completion of the Acquisition Improvements is the Developer's sole responsibility, and that the Acquisition Price will be paid solely from the Available CFD 23 Proceeds, or from any proceeds that may become available for such payment through the SPIF Program for an Acquisition Improvement included in the SPIF Program.

Section 2.07. INTENTIONALLY DELETED

Section 2.08. Limitation on Obligations. Notwithstanding any provision to the contrary, in no event shall the District, the Authority or the City be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund for the Acquisition Improvements under this Agreement.

Section 2.09. Warranties; Maintenance. Developer warrants the Acquisition Improvements as to materials and workmanship and should any failure due to faulty design or materials of the Acquisition Improvements or any parts thereof occur within a period of one (1) year after formal acceptance of the completed Acquisition Improvements by the City in writing, Developer shall promptly cause the needed repairs to be made at its sole cost and expense, without any expense or cost to City and without further reimbursement from the City. Developer shall provide to City, at the time of submittal of each payment request, a warranty bond equal to 10% of the value of each Acquisition Improvement.

City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such failure. In case of emergency where delay would cause serious hazard to the public, the necessary repairs may be made by City without prior notice to Developer. In all cases of failure of the Acquisition Improvements within the warranty period where the City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct and indirect, incurred by the City within thirty (30) calendar days of receiving invoice from the City. If the Developer fails to timely pay such reimbursement, the City may recover such costs or expenses from any and all Available CFD 23 Proceeds in the Acquisition and Construction Fund, in addition to any and all remedies at law or in equity.

Any warranties, guarantees or other evidence of continuing obligations of third persons with respect to any Acquisition Improvement to be acquired by the City shall be delivered to the Director as part of the conveyance of the Acquisition Improvement. No later than the time for such conveyance, the Developer shall verify and confirm existence of a funding mechanism acceptable to City for the ongoing maintenance of the Acquisition Improvements in accordance with applicable City standards, policies and ordinances and for such periods as are required by applicable City standards, policies and ordinances.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the City, the Authority, the District, and their respective officers, directors, employees and agents (collectively, the “Indemnitees”), from and against all actions, damages, claims, losses or expenses of every type and description including but not limited to personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of the Developer or its contractors, subcontractors, agents, or employees, to which the Indemnitees may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its contractors, subcontractors, agents or employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by or for the Developer, or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the District’s underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the District financing (Developer hereby acknowledges that it has been furnished a copy of the official statement for the District and has not objected thereto). Nothing in this Section 3.01 shall limit in any manner the City’s rights against any of the Developer’s architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Indemnitees for any wrongful acts, willful misconduct, active negligence or omissions to act of the Indemnitees. It is understood that the duty of Developer 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 any insurance certificates or endorsements does not relieve Developer 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. By execution of this Agreement, Developer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. The foregoing indemnity obligation of the Developer shall survive the termination or expiration of this Agreement.

Section 3.02. Audit. The City shall have the right, during normal business hours and upon the giving of ten days’ written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The City and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the District through the levy of the Special Taxes and issuance of Bonds. The City and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of Bonds, any of the City's, District's or Developer's contractors for the Acquisition Improvements and any of the City's, District's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the City from any condition of development or requirement imposed by any other agreement between the City and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the City and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed or e-mailed to:

<p><u>If to the City:</u></p> <p>Chief Financial Officer City of Folsom 50 Natoma Street Folsom, CA 95630 E-mail: stamagni@folsom.ca.us</p> <p>With a copy to:</p> <p>City Attorney City of Folsom 50 Natoma Street Folsom, CA 95630 E-mail: swang@folsom.ca.us</p>	<p><u>If to the Developer:</u></p> <p>Arcadian Improvement Company, LLC 4370 Town Center Blvd., Suite 100 El Dorado Hills, CA 95762 Attention: William B. Bunce E-mail: wbunce@westlandcp.com</p> <p>With a copy to:</p> <p>Hefner Law 2150 River Plaza Drive, Ste. 450 Sacramento, CA 95833 Attention: Chad E. Roberts E-mail: croberts@hsmlaw.com</p>
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Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. Any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sacramento.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 3.14. Remedies in General. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, and therefore the Developer hereby waives any and all claims for damages against the City and its officers, agents and employees for breach of this Agreement. This waiver of damages by Developer shall not preclude any action by Developer to specifically enforce the obligations of the City hereunder to review and approve for acceptance and acquisition the Acquisition Improvements constructed by Developer in accordance with the terms hereof and to process applications for payment with the CFD Administrator for payment to Developer from the Acquisition and Construction Fund of the approved Acquisition Price for each of the Acquisition Improvements completed by Developer.

The parties further acknowledge that damages are not a remedy under this Agreement, and thus, while in general each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, the City shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer. The Developer may, without any claim for damages of any kind, in addition to other rights or remedies, institute an action to cure, correct, specifically enforce or remedy any default in the processing of the payments to the Developer specified in this Agreement. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

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

DEVELOPER

Arcadian Improvement Company, LLC,
a California limited liability company

By: _____
Name: William B. Bunce
Its: President

CITY OF FOLSOM, A Municipal Corporation:

Date Elaine Anderson, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Stacey Tamagni, Chief Financial Officer

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Pam Johns, Director Steven Wang, City Attorney
Community Development Department

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of Developer. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

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)
)ss
COUNTY OF SACRAMENTO)

On _____ before me, _____, 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 _____ (Seal)

EXHIBIT A TO THE ACQUISITION AGREEMENT

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND ESTIMATED AMOUNTS

<u>ACQUISITION IMPROVEMENTS*</u>	<u>ESTIMATED AMOUNTS</u>
<p><u>Roadway Improvements</u></p> <p>(a) Savannah Parkway Phase 1C – North & South of Mangini Parkway</p> <p>Mangini Parkway – Phase 1C</p> <p>Traffic Signals - at selected intersections:</p> <ul style="list-style-type: none"> • Savannah Parkway/Mangini Parkway SPIF INTERSECTION #14 <p>Internal subdivision streets and related underground utilities.</p> <p>Other public roadway improvements designed to meet the needs of development within CFD 23.</p>	<p>\$3,500,000.00</p> <p>\$ 1,500,000.00</p> <p>\$ 750,000.00</p> <p>\$ 5,000,000.00</p>
<p>2. <u>Water System Improvements</u></p> <p>All water facilities designed to meet the needs of development within CFD 23, including:</p> <p>water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters;</p> <p>booster pump stations;</p> <p>stand-by generators;</p> <p>site lighting, drainage, sanitary sewer, and water service;</p> <p>landscaping and irrigation;</p> <p>access gates, and fencing; and striping and signage.</p>	<p>\$2,500,000</p>

<p>3. <u>Recycled Water System Improvements</u></p> <p>Any and all recycled water system facilities designed to meet the needs of development within CFD 23, including:</p> <ul style="list-style-type: none"> (a) treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; (b) booster pump stations; (c) stand-by generators; (d) site lighting, drainage, sanitary sewer, and water service; (e) landscaping and irrigation; and <p>access gates, and fencing; and striping and signage.</p>	N/A
<p>4. <u>Drainage System Improvements</u></p> <p>Any and all drainage and storm drain improvements designed to meet the needs of development within CFD 23, including:</p> <ul style="list-style-type: none"> (a) excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; and <p>access roads, gates, and fencing; and striping and signage and other improvements related thereto.</p>	\$1,500,000
<p>5. <u>Wastewater System Improvements</u></p> <p>Any and all wastewater facilities designed to meet the needs of development within CFD 23, including:</p> <ul style="list-style-type: none"> (a) pipelines and all appurtenances thereto; (b) manholes; (c) tie-in to existing main line; (d) force mains; (e) lift stations; (f) odor-control facilities; and (g) permitting related thereto; and related sewer system 	\$2,000,000

<p>improvements.</p>	
<p>6. Park, Parkway and Open Space Improvements</p> <p>Any and all improvements to parks, parkways and open space required for development within CFD 23, including:</p> <ul style="list-style-type: none"> (a) grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements; and (b) acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within CFD 23. 	<p>N/A</p>
<p>7. Specific Plan Infrastructure Fee Infrastructure</p> <p>Any and all improvements that are included in the Specific Plan Infrastructure Fee Program adopted by the City Council on September 8, 2015, including any future amendments thereto.</p> <p>By way of example, Developer may include fee advances for Set Aside Fees, Roadways or Water System Improvements.</p>	<p>N/A</p>

** (NOTE: For this Agreement, Acquisition Improvements Limited to Authorized Facilities described in Resolution of Formation for CFD 23, and Components thereof*

EXHIBIT B TO THE ACQUISITION AGREEMENT

**DESCRIPTION OF ELIGIBLE PORTIONS
OF ACQUISITION IMPROVEMENTS,
INCLUDING RELATED DESIGN COSTS**

[Intentionally Omitted]

EXHIBIT C TO THE ACQUISITION AGREEMENT

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement or Eligible Portion)**

To: Folsom Ranch Financing Authority CFD Administrator (Community Facilities District No. 23) Improvement Area No. 2
Attention: _____
E-mail: _____
Phone: _____

Re: Community Facilities District No. 23, Improvement Area No. 2
Disbursement

The undersigned, a duly authorized officer of the Developer, hereby requests a withdrawal from the City of Folsom Community Facilities District No. 23 Acquisition and Construction Fund, as follows:

- Request Date: [Insert Date of Request]
- Withdrawal Amount: [Insert Acquisition Price/Installment Payment]
- Acquisition Improvements: [Insert Description of Acquisition Improvement(s)/Eligible Portion(s) from Exhibit A]
- Payment Instructions: [Insert Wire Instructions or Payment Address for Construction Lender, or Developer or other Developer designee provided by the Developer after termination of direct payments to Construction Lender per Section 2.07]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the CFD Administrator is authorized to pay the amount of such funds (excluding any amounts being retained therein as directed by the City in lieu of Performance and Payment Bonds and/or for punch list work) and to pay remaining amount(s) as funds are subsequently deposited in and/or become available for payment from the Acquisition and Construction Fund, should that occur.

Developer: [Name of Developer] _____ Authorized Representative	Approved By: City of Folsom _____ City Engineer
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EXHIBIT D TO THE ACQUISITION AGREEMENT

INSURANCE REQUIREMENTS

NOTE: The word “Consultant” in this Exhibit refers to either “Consultant”, “Developer” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
Each occurrence: One Million Dollars (\$1,000,000)

Products & Completed Operations: One Million Dollars (\$1,000,000)

Personal & Advertising Injury: One Million Dollars (\$1,000,000)

- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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- d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.

3. Workers' Compensation

- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
- b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
- c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.

4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.

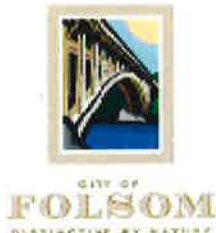
5. Professional Liability Insurance: If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per occurrence.

6. Other Insurance Provisions:

- a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
- i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
- b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 8. The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
 9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
 10. Such report shall contain:
 - a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
 11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
 13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

14. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No.11119 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for the Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council move to adopt Resolution No. 11119 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3)

BACKGROUND / ISSUE

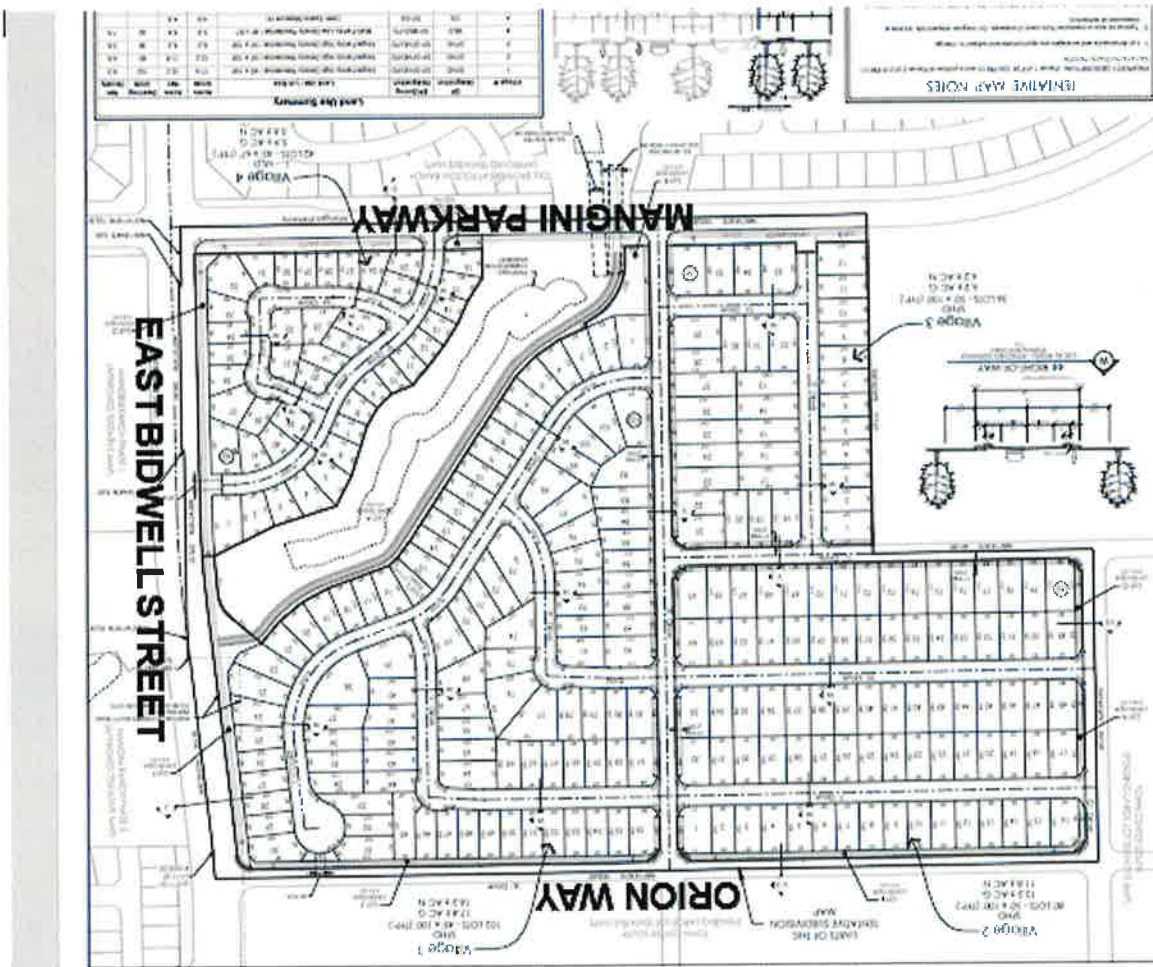
On January 28, 2014, the City Council adopted Resolution No. 9298 approving the Folsom Plan Area Specific Plan (FPASP) Public Facilities Financing Plan (PFFP). The PFFP is an \$877 million plan that includes the necessary backbone infrastructure and public facility requirements, presents a comprehensive financing strategy and sets forth the estimated time horizon for the future development of the Folsom Plan Area (FPA).

The Vesting Tentative Subdivision Map for the Mangini Ranch Phase 3 subdivision in the FPA was approved by the City Council on June 22, 2021. The Mangini Ranch Phase 3 subdivision is included in the Folsom Plan Area Specific Plan (FPASP) and is planned for 260 single family residential units in four (4) separate villages. The 260 single-family residential lots consist of 218 single-family high density lots and 42 multi-family low density lots, an elementary school site, a middle school site, a future park site and various open space parcels. The Mangini Ranch Phase 3 subdivision is generally located on the west side of East Bidwell Street, north of Mangini Parkway and south of Orion Way in the FPASP (See below). The Mangini Ranch Phase 3 subdivision is required to construct various on-site and

Grading and construction of the first phase of the infrastructure and other various public improvements necessary to serve the Mangini Ranch Phase 3 subdivision commenced in the Spring of 2021. The roadway and utility infrastructure and other public improvements for the Mangini Ranch Phase 3 subdivision includes the construction of Orion Way, East Bidwell Street, Mangini Parkway and Discovery Drive, various subdivision village

On May 26, 2020, the City Council adopted Resolution No. 10435, a resolution approving the formation of Community Facilities District No. 23 (CFD No. 23), providing for the levy of special taxes therein, and adopted Resolution No. 10436, a resolution deeming it necessary to incur bond indebtedness in and for the City of Folsom CFD No. 23 Improvement Area No. 4. Special tax revenues generated from CFD No. 23 Improvement Area No. 4 will fund a portion of or in some cases all of the Mangini Ranch Phase 2 subdivision's share of the backbone infrastructure and public facilities and improvements, related environmental mitigation obligations and design and engineering costs.

Off-site roadway and utility infrastructure and other public improvements necessary to serve the proposed development.



infrastructure (i.e. Mangini Ranch Phase 3, Village Nos. 1 through 4) and various landscape and irrigation improvements. The TCS Improvement Company, LLC, (developer) intends on completing the necessary roadway and utility infrastructure and other various public improvements to serve the first phase of development of the Mangini Ranch Phase 3 subdivision in the Fall of 2023.

POLICY / RULE

Chapter 5 of the Folsom Plan Area (FPA) Public Facilities Financing Plan authorizes the formation of CFD's to finance the construction, acquisition and servicing of backbone infrastructure and other public improvements

Section 2.5.3 of the First Amended and restated Tier 1 Development Agreement authorizes the formation of infrastructure CFD's

Resolution No. 9282 – A Resolution of the City Council of the City of Folsom Approving Goals and Policies for Community Facilities Districts

Mello-Roos Community Facilities Act of 1982

ANALYSIS

In order to obtain reimbursement from proceeds from the sale of bonds for CFD No. 23 Improvement Area No. 1 for eligible roadway and utility infrastructure and public improvements approval of an Acquisition and Shortfall Agreement (Agreement) by the City Council is required. It is anticipated that the first bond sale for CFD No. 23 Improvement Area No. 4 to generate bond proceeds for reimbursement will occur in the Winter/Spring of 2023/2024. The developer and the City are currently working together to achieve this goal.

The Agreement establishes the process required for the City to acquire the roadway and utility infrastructure and other various public improvements and the developer's responsibility for funding any construction cost shortfall. A summary of the roadway and utility infrastructure and various public improvements and facilities to be funded and acquired by the City is shown in Exhibit A of the attached Acquisition and Shortfall Agreement (See Attachment 2). The roadway and utility infrastructure and other public improvements authorized to be acquired with CFD No. 23 Improvement Area No. 4 bond proceeds include roadway and transportation improvements (Orion Way, East Bidwell Street, Mangini Parkway and Discovery Drive), various subdivision in-tract improvements (Villages 1 through 4), various water (potable and non-potable), sanitary sewer, and storm drainage mains as well as landscaping and pedestrian/bike trail improvements. The Agreement requires the developer to complete the required roadway and utility infrastructure and other public improvements to the satisfaction of the City and meet specified thresholds in accordance with the Agreement prior to any reimbursement by the City.

FINANCIAL IMPACT

There is no direct financial impact on the City of Folsom. The CFD No. 23 Improvement Area No. 4 bonded indebtedness and expenses are solely the responsibility of CFD No. 23 Improvement Area No 4.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review pursuant to Section 15061 (b)(3) of the CEQA Guidelines. Environmental review for the public infrastructure subject to this Acquisition and Shortfall Agreement was completed in the FPASP EIR dated June 14, 2011.

ATTACHMENTS

1. Resolution No. 11119 – A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3)
2. Acquisition and Shortfall Agreement

Submitted,



Pam Johns, Community Development Director

ATTACHMENT 1

A Resolution of the City Council Approving an Acquisition and Shortfall Agreement for the Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3)

RESOLUTION NO. 11119

A RESOLUTION OF THE CITY COUNCIL APPROVING AN ACQUISITION AND SHORTFALL AGREEMENT FOR COMMUNITY FACILITIES DISTRICT NO. 23 IMPROVEMENT AREA NO. 4 (MANGINI RANCH PHASE 3)

WHEREAS, the City Council has adopted Resolution No. 10435 declaring its intention to establish a community facilities district and to levy a special tax to pay for certain public improvements and public services in and for such community facilities district; and

WHEREAS, the City Council has adopted Resolution No. 10436 declaring the necessity to incur a bonded indebtedness to finance certain public improvements in and for the City of Folsom Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3); and

WHEREAS, Staff has prepared the attached Acquisition and Shortfall Agreement for the proposed eligible public improvements of Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3),

NOW, THEREFORE, BE IT RESOLVED that the Acquisition and Shortfall Agreement for Community Facilities District No. 23 Improvement Area No. 4 (Mangini Ranch Phase 3) is hereby approved, and the City Manager is authorized to execute said Agreement in a form approved by the City Attorney.

PASSED AND ADOPTED this 24th day of October 2023, by the following roll-call vote:

- AYES: Council Member(s)
- NOES: Council Member(s)
- ABSENT: Council Member(s)
- ABSTAIN: Council Member(s)

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Acquisition and Shortfall Agreement for the Community Facilities District No. 23
Improvement Area No. 4 (Mangini Ranch Phase 3)

**COMMUNITY FACILITIES DISTRICT NO. 23
(FOLSOM RANCH) IMPROVEMENT AREA NO. 4
ACQUISITION AND SHORTFALL AGREEMENT**

BY AND BETWEEN

THE CITY OF FOLSOM

AND

TCS IMPROVEMENT COMPANY, LLC,

a California Limited Liability Company,

Dated as of _____, 2023

ACQUISITION AND SHORTFALL AGREEMENT

**City of Folsom Community Facilities District No. 23
(Folsom Ranch) Improvement Area No. 4**

Recitals

A. The parties to this Acquisition and Shortfall Agreement (the “Agreement”) are the CITY OF FOLSOM, (the “City”), and TCS IMPROVEMENT COMPANY, LLC, a California limited liability company, (“Developer”).

B. The effective date of this Agreement is _____, 2023 (“Effective Date”).

C. The Developer intends to construct certain road, water, sewer and other public capital improvements, as more particularly described in **Exhibit A** attached hereto (collectively, the “Acquisition Improvements”) to serve the development of real property owned by Developer within the Folsom Plan Area and within the boundaries of the District described below. The public capital improvements are to be owned and operated by the City, and the financing is to be accomplished, in part, with funding to be provided by the District under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”).

D. On May 26, 2020, the City adopted Resolution No. 10439 to form City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 4 (the “District” or “CFD 23”) within the Folsom Plan Area to finance, among other authorized facilities, the Acquisition Improvements and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of forming the District.

E. The District intends to levy special taxes and cause the Authority to issue CFD 23 Bonds to fund, among other things, a portion of the costs of the Acquisition Improvements. The proceeds of the District special taxes and CFD 23 Bonds, together with interest earned thereon, are referred to herein as the “Available CFD 23 Proceeds.” The Available CFD 23 Proceeds shall include the amount of (i) special taxes, if any, collected for a period of twenty (20) years beginning with the Fiscal Year in which: (a) the first building permit is issued in Improvement Area No. 1, or (b) the first series of bonds or other debt is issued in Improvement Area No. 4, whichever occurs first, available to fund the direct payment for the acquisition and/or construction of Acquisition Improvements and not related to or required to fund debt service or Administrative Expenses, as defined in and determined in accordance with the Rate and Method of Apportionment for the District (the “Available Pay-Go Proceeds”), and (ii) the net acquisition proceeds generated by all CFD 23, Improvement Area No. 4 Bond sale(s) issued by the Authority and secured by CFD 23, Improvement Area No. 4 special taxes.

F. Attached hereto as **Exhibit A** is a description of the Acquisition Improvements and attached hereto as **Exhibit B** is a description of certain authorized discrete and usable portions of the Acquisition Improvements that may be acquired from Developer pursuant to Section 53313.51 of the Act. It is understood that the Available CFD 23 Proceeds may not be sufficient to reimburse the Developer for all of the costs and expenses of the Acquisition

Improvements contemplated hereunder, or otherwise finance said improvements. Accordingly, Developer understands and acknowledges that any shortfall in the Available Amount toward the construction and completion of the Acquisition Improvements is the Developer's sole responsibility, and that the Acquisition Price will be paid solely from the Available CFD 23 Proceeds, or from any proceeds that may become available for such payment through the SPIF Program (as defined herein) for an Acquisition Improvement included in the SPIF Program.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement and final acceptance by the City Engineer in writing, the City will acquire the completed Acquisition Improvements.

H. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available CFD 23 Proceeds, and no other funds whatsoever of the District, the Authority, or the City shall be obligated therefor under any circumstances under this Agreement.

I. Attached to this Agreement are **Exhibit A** (the Acquisition Improvements), **Exhibit B** (Eligible Portions of Acquisition Improvements, including related Design Costs), **Exhibit C** (form of Requisition), and **Exhibit D** (Insurance Requirements), all of which are incorporated into this Agreement for all purposes.

Agreement

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. **Definitions.** As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the City Engineer, upon consultation with the City Attorney, not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “Community Facilities District No. 23 Improvement Area No. 4 Acquisition and Construction Fund” established by the District for the purpose of paying the Acquisition Prices of the Acquisition Improvements.

“Acquisition Improvements” means the Acquisition Improvements described in **Exhibit A** hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of the Acquisition Improvements as provided in Section 2.03, including any additional Available CFD 23 Proceeds collected thereafter that are eligible to be paid to Developer, but not to exceed the Actual Cost of the Acquisition Improvement, together with the CCI adjustment thereon until paid in full as provided herein.

“Actual Cost” means the total cost of the Acquisition Improvements, or Eligible Portions thereof, as documented by the Developer to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing the Acquisition Improvements including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvements, preparing the plans and specifications and bid documents for the Acquisition Improvements, and the costs of inspection, materials testing and construction staking for the Acquisition Improvements, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for the Acquisition Improvements, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of the Acquisition Improvements (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the City or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for the Acquisition Improvements, (f) the amount of any fees actually paid by the Developer to the City and any other governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for the Acquisition Improvements, (g) the Developer’s cost for construction and project management, administration and supervision services for the Acquisition Improvements, (h) the Developer’s cost for professional services related to the Acquisition Improvements, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to the Acquisition Improvements.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of the Acquisition Improvements, or Eligible Portions thereof, to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 2023.

“Authority” means the Folsom Ranch Financing Authority.

“Available CFD 23 Proceeds” shall have the meaning assigned to the term in Recital E.

“Available Pay-Go Proceeds” shall have the meaning assigned to the term in Recital E.

“CCI” means the construction cost index reported by the Engineering News Record used by the City to adjust construction costs, currently based on the average of the change in the San Francisco Construction Cost Index and the change in the 20-city Construction Cost Index for the 12-month period ending in May, or comparable index of annual construction costs for public capital improvements used by the City.

“CFD Administrator” means the administrator of the District appointed by the City.

“CFD 23 Bonds” means bonds or other indebtedness issued by the Authority that are to be repaid with District Special Taxes.

“City” means City of Folsom.

“City Engineer” means the City Engineer of the City or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Code” means the Government Code of the State of California.

“Construction Lender” means Goodfellow Bros., Inc., a Washington corporation, its successors and assigns.

“Developer” means TCS IMPROVEMENT COMPANY, LLC, a California limited liability company, their successors and assigns.

“Director” means the Director of the City’s Community Development Department or his/her designee.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof, in substantially the form contained in Exhibit C hereto.

“District” shall have the meaning assigned to the term in Recital D.

“Eligible Portions” means the eligible, discrete and usable portions of the Acquisition Improvements available for acquisition and payment of Installment Payments listed and described in Exhibit B hereto.

“Installment Payment” means an amount approved by the City Engineer as partial payment toward the Actual Cost of an Eligible Portion as shown in Exhibit B-Description of Eligible Portions of Acquisition Improvements.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by and to be levied by the District.

“Title Documents” means, for the Acquisition Improvements acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvements (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvements (other than said real property interests) to the City, where applicable.

Section 1.02. Establishment of Community Facilities District. The Community Facilities District was established by the City on May 26, 2020, and through the successful landowner election held that same day, the District is authorized to levy the Special Taxes and to issue the CFD 23 Bonds to finance the Acquisition Prices for the Acquisition Improvements. Developer and the City agree to reasonably cooperate with one another and with the District in

the completion of the financing through the issuance by the Authority of the CFD 23 Bonds in one or more series and/or the collection of Special Taxes to generate Available Pay-Go Proceeds.

Section 1.03. Deposit and Use of Available CFD 23 Proceeds.

(a) Developer Pay-Go Proceeds. Available Pay-Go Proceeds collected by the District shall be deposited in the Acquisition and Construction Fund established by the District, and may be disbursed to pay the Acquisition Price and Installment Payments of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available CFD 23 Proceeds.

(b) CFD 23 Bond Series. Upon the delivery of each issue or issues of CFD 23 Bonds, the net proceeds thereof shall be deposited into the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price and Installment Payments of the Acquisition Improvements, or portions thereof, as specified in Article II hereof.

(c) Priority Use of Available CFD 23 Proceeds. The Available CFD 23 Proceeds will be used primarily to fund the costs of the Acquisition Improvements, and then to fund the costs of any other developer improvements advanced and/or constructed by a developer within the Plan Area that are authorized for acquisition by the District. The Available CFD 23 Proceeds shall be used first to fund any of the Acquisition Improvements, in any order, as and when each Acquisition Improvement or Eligible Portion is completed and payment of the Acquisition Price or Installment Payment can be paid to Developer as provided herein. Upon completion of all of the Acquisition Improvements hereunder and payment of the Acquisition Prices therefor, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the District as necessary to reserve for claims against the account) shall be (i) applied or reserved for application to pay the costs of any other authorized developer improvements and, to the extent not so used, (ii) shall be applied by the District to call Bonds or to reduce Special Taxes as the District shall determine.

Section 1.04. No Effect of CFD Funding on SPIF Payments. If and to the extent any of the Acquisition Improvements are also included for financing within the Specific Plan Infrastructure Fee Program (the "SPIF Program"), any payments hereunder from Available CFD 23 Proceeds to Developer for such Acquisition Improvements shall not affect or limit Developer's ability to obtain and apply fee credits against and/or fee reimbursements from the SPIF Fee Program in consideration of its construction of the Acquisition Improvements that are included for financing in the SPIF Program. Developer's right to any such fee credits and/or fee reimbursements from the SPIF Program would be subject to and contingent upon Developer's entering into and complying with the requirements of a separate SPIF Fee Reimbursement Agreement to be entered into between the City and Developer for the Acquisition Agreements that are included for financing in the SPIF Program.

Section 1.05. No District or City Liability; City Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the District or the City or any actual

or alleged omission, negligence, or failure to act by the District or the City with respect to the performance of its obligations hereunder subject the District or the City to any liability therefor, whether monetary or otherwise (except only as to pay any amounts available and payable hereunder from Available CFD 23 Proceeds). Further, nothing in this Agreement shall be construed as affecting the Developer's or the City's duty to perform their respective obligations under any other agreements between the parties hereto, or the City's enforcement of applicable laws, ordinances, rules, policies and regulations pertaining to public improvement standards and/or specifications, as well as land use and subdivision requirements related to the Project, all of which are and shall remain independent of the Developer's and the City's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered, or will award and administer, or through the City has advanced funds for the engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) incurred prior to the Effective Date, as identified on Exhibit B attached hereto, shall be reimbursed at the time of the first Bond sale, and, thereafter, all additional, eligible design engineering and related costs shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. Developer agrees to comply with City requirements with respect to contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for compliance with all provisions of the prevailing wage law for "public works" as required by the Labor Code of the State of California and shall require all work to be performed by licensed general contractors. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wage laws applicable to public works.

(a) Plans and Specifications. The Developer represents and covenants that it has obtained or will obtain approval of the plans and specifications for the Acquisition Improvements from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained, prior to construction. The Developer further covenants that the Acquisition Improvements will be constructed in full compliance with such approved plans and specifications and any change orders thereto, as approved in the same manner, and the adopted City Standard Construction Specifications and Improvement Standards. The Developer shall submit copies of all plans and specifications to the Director or his/her designee.

(b) CEQA. The Developer covenants that it has complied or will comply with the California Environmental Quality Act in conjunction with the construction of the Acquisition Improvements and their conveyance pursuant to the terms set forth herein.

(c) Inspection. The Developer covenants that the City, and other public entities or public utilities to whom any of the Acquisition Improvements will be conveyed, will be permitted to inspect the Acquisition Improvements using the same standards which would be applied to a public works project.

(d) Insurance. With respect to the construction of the Acquisition Improvements, the Developer shall furnish to City a certificate or certificates of insurance, with an insurance carrier acceptable to City and in a form satisfactory to the City Attorney, evidencing insurance coverage consistent with Exhibit D attached hereto.

(e) Performance and Payment Bonds. Except as otherwise provided herein, the Developer covenants to comply with all applicable performance, labor and materials and completion bond requirements of the City with respect to the construction of the Acquisition Improvements. To the extent bonds are required, Developer further covenants and agrees to execute and deliver or otherwise cause to be provided to City, prior to construction and in forms acceptable to the City Attorney, a faithful Performance Bond in the amount of 100% of the estimated cost of the Acquisition Improvements and a Labor and Materials Bond in the amount of 100% of the estimated cost of the Acquisition Improvements, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent. Such bonds shall only be released upon full completion of the Acquisition Improvements, the City's written acceptance of the Acquisition Improvements, and payment of all persons furnishing labor and materials.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the City each of the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already owned by the City), when each of the Acquisition Improvements is completed to the satisfaction of the City and accepted by the City Engineer in writing for an amount not to exceed the lesser of (i) the Available CFD 23 Proceeds and (ii) the Actual Cost of the Acquisition Improvement(s), increased from and after the completion of the Acquisition Improvements until paid in full based on the annual increase, if any, in the CCI from such completion to date of payment (the "Acquisition Price"). Notwithstanding any provision to the contrary, the Developer understands that the Available CFD 23 Proceeds for the acquisition of the Acquisition Improvements may not be sufficient to reimburse the Developer for all of the costs and expenses constructing the Acquisition Improvements, or otherwise finance said improvements. Accordingly, Developer acknowledges and agrees that any shortfall in the amount of Available CFD 23 Proceeds for the construction and completion of the Acquisition Improvements is the Developer's sole responsibility, and that the Acquisition Price to be paid pursuant to this Agreement will be paid solely from the Available CFD 23 Proceeds, or from any proceeds that may become available for such payment through the SPIF Program for an Acquisition Improvement included in the SPIF Program.

Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of the Acquisition Improvements eligible for Installment Payments prior to completion of the entire Acquisition Improvements are described as eligible, discrete and

usable portions in **Exhibit B** (each, an “Eligible Portion”). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the City Engineer may update the Actual Cost Certificate to revise or delete any disallowed items and the determination shall be subject to appeal to the Director, whose determination shall be final.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project or to multiple Acquisition Improvements. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the City Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Soft costs will be allocated to each Acquisition Improvement as approved by the City Engineer. The costs of environmental mitigation required to mitigate the impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the City Engineer. Pursuant to Section 2.01, all eligible expenditures of soft costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) incurred prior to the Effective Date, as identified in **Exhibit B** attached hereto, shall be reimbursed at the time of first Bond sale, and, thereafter, all additional, eligible soft costs shall be reimbursed at the time of acquisition of the Acquisition Improvements.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for each Acquisition Improvement shall in every case be conditioned first upon the determination of the City Engineer that the Acquisition Improvement satisfies all City construction standards and specifications, rules, policies, regulations and ordinances and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) Lien Releases. The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already owned by the City) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) Payment of Taxes. The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) Certification No Loan Default. The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) Title Documents. The Developer shall have provided the City with Title Documents needed to provide the City with Acceptable Title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the City Attorney and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

(e) Retention for Punch List Work. In the case of a completed Acquisition Improvement suitable for public use, but for which certain punch list work remains to be completed prior to formal acceptance by the City, the City shall retain from the payment of any Acquisition Price for such Acquisition Improvement the amount of one hundred and fifty percent (150%) of the value of punch list work not completed. Upon payment and acceptance of the Acquisition Price, less the retention for any punch list work, for each completed Acquisition Improvement or portion thereof, Developer shall have no further claim for payment from the City with respect to the retentions until completion of the punch list work. The City shall hold the retention amount on all Acquisition Improvements acquired until the punch list work is completed and accepted by the City. Provided, however, in any event, the City will not pay for the acquisition of any completed Acquisition Agreement or portion thereof unless and until the street, drainage or other utility rights of way where they are located have been irrevocably offered to the City for dedication and the remaining conditions precedent to payment under this Section 2.04 are satisfied.

(f) Warranty Bond. The Developer shall provide to City a warranty bond equal to 10% of the Actual Cost of the Acquisition Improvement. Commencement of the one-year warranty period shall start at the time of City's formal acceptance of the Acquisition Improvements in writing.

Section 2.05. Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the City Engineer with respect to any Eligible Portion. Payment to the Developer or its designee from the Acquisition and Construction Fund and/or SPIF Set-Aside Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the City Engineer, that the Eligible Portion has been completed in accordance with all applicable plans and City construction standards and specifications, rules, policies, regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible

Portion, to the extent not already owned by the City) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall have provided the City with Title Documents needed to provide the City with Acceptable Title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the City Attorney and shall be sufficient, upon completion of the Acquisition Improvements of which the Eligible Portion is a part, to convey Acceptable Title to the Eligible Portion. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Installment Payment for the Eligible Portion.

(d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans, standards and specifications for the Acquisition Improvements approved by the City Engineer, shall be in place to secure completion of the Acquisition Improvements of which the Eligible Portion is a part. As an alternative thereto, Developer may ask the City to retain and reserve the amount of funds in the Acquisition and Construction Fund equal to the estimated cost to complete such Acquisition Improvements in the manner described in Section 2.02(e) above.

(e) The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the "Installment Payment" with respect to the Eligible Portion.

Section 2.06. Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04 or to pay an Installment Payment for an Eligible Portion thereof pursuant to Section 2.05, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as **Exhibit C** to be submitted to the CFD Administrator for payment from the Acquisition and Construction Fund, up to the Acquisition Price or Installment Payment amount, and the CFD Administrator shall authorize such payment directly to the Developer or its designee of the authorized amount.

In the event that the Actual Cost of the Acquisition Improvements or the Installment Payment for an Eligible Portion is in excess of the amounts then available in the Acquisition and Construction Fund, subject to any retention of funds as security for the work pursuant to Section 2.02(e) and/or for punch list work pursuant to Section 2.04(e), the CFD Administrator and/or the City shall withdraw all funds then available in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost, as adjusted by the CCI, shall be paid from funds that may subsequently be deposited in and/or become available for payment from the Acquisition and Construction Fund. Developer understands that the Available CFD 23 Proceeds for the acquisition of the Acquisition

Improvements may not be sufficient to reimburse the Developer for all of the costs and expenses constructing the Acquisition Improvements, or otherwise finance said improvements. Accordingly, Developer acknowledges and agrees that any shortfall in the Available CFD 23 Proceeds toward the construction and completion of the Acquisition Improvements is the Developer's sole responsibility, and that the Acquisition Price will be paid solely from the Available CFD 23 Proceeds, or from any proceeds that may become available for such payment through the SPIF Program for an Acquisition Improvement included in the SPIF Program.

Section 2.07. INTENTIONALLY DELETED

Section 2.08. Limitation on Obligations. Notwithstanding any provision to the contrary, in no event shall the District, the Authority or the City be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund for the Acquisition Improvements under this Agreement.

Section 2.09. Warranties; Maintenance. Developer warrants the Acquisition Improvements as to materials and workmanship and should any failure due to faulty design or materials of the Acquisition Improvements or any parts thereof occur within a period of one (1) year after formal acceptance of the completed Acquisition Improvements by the City in writing, Developer shall promptly cause the needed repairs to be made at its sole cost and expense, without any expense or cost to City and without further reimbursement from the City. Developer shall provide to City, at the time of submittal of each payment request, a warranty bond equal to 10% of the value of each Acquisition Improvement.

City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such failure. In case of emergency where delay would cause serious hazard to the public, the necessary repairs may be made by City without prior notice to Developer. In all cases of failure of the Acquisition Improvements within the warranty period where the City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct and indirect, incurred by the City within thirty (30) calendar days of receiving invoice from the City. If the Developer fails to timely pay such reimbursement, the City may recover such costs or expenses from any and all Available CFD 23 Proceeds in the Acquisition and Construction Fund, in addition to any and all remedies at law or in equity.

Any warranties, guarantees or other evidence of continuing obligations of third persons with respect to any Acquisition Improvement to be acquired by the City shall be delivered to the Director as part of the conveyance of the Acquisition Improvement. No later than the time for such conveyance, the Developer shall verify and confirm existence of a funding mechanism acceptable to City for the ongoing maintenance of the Acquisition Improvements in accordance with applicable City standards, policies and ordinances and for such periods as are required by applicable City standards, policies and ordinances.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the City, the Authority, the District, and their respective officers, directors, employees and agents (collectively, the "Indemnitees"), from and against all actions, damages, claims, losses or expenses of every type and description including but not limited to personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of the Developer or its contractors, subcontractors, agents, or employees, to which the Indemnitees may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its contractors, subcontractors, agents or employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by or for the Developer, or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the District's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the District financing (Developer hereby acknowledges that it has been furnished a copy of the official statement for the District and has not objected thereto). Nothing in this Section 3.01 shall limit in any manner the City's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Indemnitees for any wrongful acts, willful misconduct, active negligence or omissions to act of the Indemnitees. It is understood that the duty of Developer 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 any insurance certificates or endorsements does not relieve Developer 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. By execution of this Agreement, Developer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. The foregoing indemnity obligation of the Developer shall survive the termination or expiration of this Agreement.

Section 3.02. Audit. The City shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The City and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the District through the levy of the Special Taxes and issuance of Bonds. The City and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of Bonds, any of the City's, District's or Developer's contractors for the Acquisition Improvements and any of the City's, District's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the City from any condition of development or requirement imposed by any other agreement between the City and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the City and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed or e-mailed to:

<p><u>If to the City:</u></p> <p>Chief Financial Officer City of Folsom 50 Natoma Street Folsom, CA 95630 E-mail: stamagni@folsom.ca.us</p> <p>With a copy to:</p> <p>City Attorney City of Folsom 50 Natoma Street Folsom, CA 95630 E-mail: swang@folsom.ca.us</p>	<p><u>If to the Developer:</u></p> <p>TCS Improvement Company, LLC 4370 Town Center Blvd., Suite 100 El Dorado Hills, CA 95762 Attention: William B. Bunce E-mail: wbunce@westlandcp.com</p> <p>With a copy to:</p> <p>Hefner Law 2150 River Plaza Drive, Ste. 450 Sacramento, CA 95833 Attention: Chad E. Roberts E-mail: croberts@hsmlaw.com</p>
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Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. Any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sacramento.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural: Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 3.14. Remedies in General. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, and therefore the Developer hereby waives any and all claims for damages against the City and its officers, agents and employees for breach of this Agreement. This waiver of damages by Developer shall not preclude any action by Developer to specifically enforce the obligations of the City hereunder to review and approve for acceptance and acquisition the Acquisition Improvements constructed by Developer in accordance with the terms hereof and to process applications for payment with the CFD Administrator for payment to Developer from the Acquisition and Construction Fund of the approved Acquisition Price for each of the Acquisition Improvements completed by Developer.

The parties further acknowledge that damages are not a remedy under this Agreement, and thus, while in general each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, the City shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer. The Developer may, without any claim for damages of any kind, in addition to other rights or remedies, institute an action to cure, correct, specifically enforce or remedy any default in the processing of the payments to the Developer specified in this Agreement. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

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

DEVELOPER

TCS Improvement Company, LLC,
a California limited liability company

By: _____
Name: William B. Bunce
Its: President

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Anderson, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk

Stacey Tamagni, Chief Financial Officer

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Pam Johns, Director
Community Development Department

Steven Wang, City Attorney

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of Developer. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

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)
)ss
COUNTY OF SACRAMENTO)

On _____ before me, _____, 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 _____ (Seal)

EXHIBIT A TO THE ACQUISITION AGREEMENT

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND ESTIMATED AMOUNTS

<u>ACQUISITION IMPROVEMENTS*</u>	<u>ESTIMATED AMOUNTS</u>
<p><u>Roadway Improvements</u></p> <p>(a) East Bidwell Street</p> <p>(b) Internal subdivision streets and related underground utilities.</p> <p>(c) Other public roadway improvements designed to meet the needs of development within CFD 23.</p>	<p>\$3,500,000.00</p> <p>\$8,500,000.00</p> <p>\$2,500,000.00</p>
<p>2. <u>Water System Improvements</u></p> <p>All water facilities designed to meet the needs of development within CFD 23, including:</p> <p>water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters;</p> <p>booster pump stations;</p> <p>stand-by generators;</p> <p>site lighting, drainage, sanitary sewer, and water service;</p> <p>landscaping and irrigation;</p> <p>access gates, and fencing; and striping and signage.</p>	<p align="center">N/A</p>
<p>3. <u>Recycled Water System Improvements</u></p> <p>Any and all recycled water system facilities designed to meet the needs of development within CFD 23, including:</p>	

<ul style="list-style-type: none"> (a) treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; (b) booster pump stations; (c) stand-by generators; (d) site lighting, drainage, sanitary sewer, and water service; (e) landscaping and irrigation; and <p>access gates, and fencing; and striping and signage.</p>	<p>N/A</p>
<p>4. <u>Drainage System Improvements</u></p> <p>Any and all drainage and storm drain improvements designed to meet the needs of development within CFD 23, including:</p> <ul style="list-style-type: none"> (a) excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; and <p>access roads, gates, and fencing; and striping and signage and other improvements related thereto.</p>	<p>N/A</p>
<p>5. <u>Wastewater System Improvements</u></p> <p>Any and all wastewater facilities designed to meet the needs of development within CFD 23, including:</p> <ul style="list-style-type: none"> (a) pipelines and all appurtenances thereto; (b) manholes; (c) tie-in to existing main line; (d) force mains; (e) lift stations; (f) odor-control facilities; and (g) permitting related thereto; and related sewer system improvements. 	<p>N/A</p>

<p>6. Park, Parkway and Open Space Improvements</p> <p>Any and all improvements to parks, parkways and open space required for development within CFD 23, including:</p> <p>(a) grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements; and</p> <p>(b) acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within CFD 23.</p>	<p>N/A</p>
<p>7. Specific Plan Infrastructure Fee Infrastructure</p> <p>Any and all improvements that are included in the Specific Plan Infrastructure Fee Program adopted by the City Council on September 8, 2015, including any future amendments thereto.</p> <p>By way of example, Developer may include fee advances for Set Aside Fees, Roadways or Water System Improvements.</p>	<p>N/A</p>

** (NOTE: For this Agreement, Acquisition Improvements Limited to Authorized Facilities described in Resolution of Formation for CFD 23, and Components thereof*

EXHIBIT B TO THE ACQUISITION AGREEMENT

**DESCRIPTION OF ELIGIBLE PORTIONS
OF ACQUISITION IMPROVEMENTS,
INCLUDING RELATED DESIGN COSTS**

[Intentionally Omitted]

EXHIBIT C TO THE ACQUISITION AGREEMENT

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement or Eligible Portion)**

To: Folsom Ranch Financing Authority CFD Administrator (Community Facilities District No. 23) Improvement Area No. 4
Attention: _____
E-mail: _____
Phone: _____

Re: Community Facilities District No. 23, Improvement Area No. 4 Disbursement

The undersigned, a duly authorized officer of the Developer, hereby requests a withdrawal from the City of Folsom Community Facilities District No. 23 Acquisition and Construction Fund, as follows:

- Request Date: [Insert Date of Request]
- Withdrawal Amount: [Insert Acquisition Price/Installment Payment]
- Acquisition Improvements: [Insert Description of Acquisition Improvement(s)/Eligible Portion(s) from Exhibit A]
- Payment Instructions: [Insert Wire Instructions or Payment Address for Construction Lender, or Developer or other Developer designee provided by the Developer after termination of direct payments to Construction Lender per Section 2.07]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the CFD Administrator is authorized to pay the amount of such funds (excluding any amounts being retained therein as directed by the City in lieu of Performance and Payment Bonds and/or for punch list work) and to pay remaining amount(s) as funds are subsequently deposited in and/or become available for payment from the Acquisition and Construction Fund, should that occur.

Developer: [Name of Developer] _____ Authorized Representative	Approved By: City of Folsom _____ City Engineer
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EXHIBIT D TO THE ACQUISITION AGREEMENT

INSURANCE REQUIREMENTS

NOTE: The word “Consultant” in this Exhibit refers to either “Consultant”, “Developer” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
Each occurrence: One Million Dollars (\$1,000,000)

Products & Completed Operations: One Million Dollars (\$1,000,000)

Personal & Advertising Injury: One Million Dollars (\$1,000,000)

- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

- c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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- d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
3. Workers' Compensation
- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
 - b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
 - c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. Professional Liability Insurance: If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per occurrence.
6. Other Insurance Provisions:
- a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

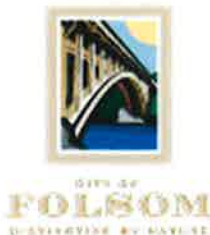
- c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 8. The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
 9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
 10. Such report shall contain:
 - a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
 11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
 13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

14. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.

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to facilitate double-sided printing.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	Public Hearing
SUBJECT:	<p>City of Folsom Community Facilities District No. 23 (Folsom Ranch) Amended Improvement Area No. 6</p> <p>Resolution No. 11120- A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)</p> <p>Resolution No. 11121 A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)</p> <p>Ordinance No. 1339 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2023-2024 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)</p>
FROM:	Finance Department

RECOMMENDATION / CITY COUNCIL ACTION

It is recommended that the City Council adopt the following resolutions and conduct the first reading of the ordinance:

Resolution No. 11120- A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)

Resolution No. 11121– A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)

Ordinance No. 1339 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2023-2024 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)

BACKGROUND / ISSUE

The Folsom Plan Area Specific Plan Public Facilities Financing Plan (“PFFP”), approved by the City Council on January 28, 2014, via Resolution 9298, is an \$877 million plan that describes the backbone infrastructure and facility requirements, presents a comprehensive financing strategy, and sets forth the estimated time horizon for the development of the Folsom Plan Area (“FPA”).

The City Council previously approved the Resolution of Formation (Resolution No. 10435) on May 26, 2020 to form Community Facilities District No. 23 (Folsom Ranch) (“CFD No. 23”), designate Improvement Area No. 6, authorize a special tax to finance the acquisition and construction of certain public facilities and certain public services, authorize the issuance of debt to finance the public facilities, and establish the appropriations limit and maximum bonded indebtedness for Improvement Area No. 6.

Further, the City Council previously approved the Resolution of Change (Resolution No. 10894) on July 26, 2022, to approve an amendment to remove the maximum facilities special tax rates from the multi-family high density property land use and the non-residential property land use.

The landowners within Improvement Area No. 6 have requested to further amend the Amended Rate and Method of Apportionment to remove the maximum facilities special tax rate from the multi-family medium density property land use. This amendment would remove the maximum facilities special tax rate from all remaining taxable property within Improvement Area No. 6. There are no proposed changes to the maximum services special tax rates.

On September 12, 2023, this City Council considered the amendment to the Rate and Method of Apportionment for Improvement Area No. 6 by passage of Resolution No. 11102.

A Public Hearing is required as part of the amendment process for Improvement Area No. 6. Notice of the hearing was mailed to the landowners within Improvement Area No. 6 on September 27, 2023, and published in the Folsom Telegraph on October 12, 2023.

POLICY / RULE

Chapter 5 of the Folsom Plan Area Public Facilities Financing Plan authorizes the formation of CFDs to finance the construction, acquisition, and servicing of FPA backbone infrastructure and public facilities

Section 2.5.3 of the First Amended and Restated Tier 1 Development Agreement authorizes the formation of infrastructure CFDs

Resolution No. 9282 – A Resolution of the City Council of the City of Folsom Approving Goals and Policies for Community Facilities Districts

Mello-Roos Community Facilities Act of 1982

ANALYSIS

CFD No. 23 is structured as an extended-term CFD and will provide the necessary funding to help fund all or a portion of the project's share of PFFP backbone infrastructure and facilities, including related environmental mitigation obligations. The PFFP backbone infrastructure and facilities will be financed using both bond proceeds and PAYGO special tax revenues. The extended-term CFD structure is proposed to help to meet the challenge of high-cost infrastructure and facilities while also aligning the timing of future funding availability with the need for such funding.

The additional amendment to the Amended Rate and Method of Apportionment for Improvement Area No. 6 removes the maximum facilities special tax rate from the multi-family medium density property land use. This amendment removes the maximum facilities special tax rate from all remaining taxable property within Improvement Area No. 6. There are no proposed changes to the maximum services special tax rates. A comparison of the previously amended CFD No. 23 Improvement Area No. 6 Rate and Method of Apportionment and the changes proposed within this Amended CFD No. 23 Improvement Area No. 6 Rate and Method of Apportionment is included in Attachment 2. There is no single-family detached property planned for development within Improvement Area No. 6.

The special tax revenue generated from taxable parcels within Improvement Area No. 6 will include a special tax to fund services only. The amended Fiscal Year 2023/24 maximum facilities special tax rates and maximum services special tax rates, for each land use category, are provided in the table below:

Land Use Category	FY 2023/24 Maximum Facilities Special Tax Rate	FY 2023/24 Maximum Services Special Tax Rate	Per
Single-Family Detached Property - SF/SFHD Zoning	\$0	\$0	Unit
Single-Family Detached Property - MLD Zoning	0	0	Unit
MMD Multi-Family Attached Property	0	332	Acre
MHD Multi-Family Attached Property	0	332	Acre
Non-Residential Property	0	0	Acre

The facilities special tax will no longer be levied and collected. The services special tax can be levied and collected in perpetuity for Improvement Area No. 6. Each fiscal year, commencing with Fiscal Year 2024/25, the maximum services special tax rate will be increased by the June annualized percentage change of the Consumer Price Index for all Urban Consumers, for the San Francisco-Oakland-San Jose area, not to exceed 4%.

Approving the resolutions will amend Improvement Area No. 6, call for a special mailed-ballot election within Improvement Area No. 6, and declare the results of the special mailed-ballot election within Improvement Area No. 6. An ordinance is also being introduced to levy special taxes for Fiscal Year 2023/24 and following fiscal years. This is the first reading of the ordinance.

FINANCIAL IMPACT

There is no direct General Fund impact on the City of Folsom. The Improvement Area No. 6 amendment and expenses are solely the responsibility of Improvement Area No. 6. The General Fund is not impacted by the Improvement Area No. 6 Amended Rate and Method of Apportionment.

ENVIRONMENTAL REVIEW

An Initial Study and Mitigated Negative Declaration prepared for the Folsom Plan Area Backbone Infrastructure Project were previously prepared for, and adopted by the City Council on February 24, 2015, in accordance with the requirements of the California Environmental Quality Act. Pursuant to CEQA Guidelines section 15378(c), the term “project” does not mean each separate governmental approval for an approved activity which may be subject to several discretionary approvals by governmental agencies. Additionally, the creation of government funding mechanisms which do not involve any commitment to any specific project which may

result in a potentially significant physical impact on the environment is not defined as a “project” under CEQA. CEQA Guidelines Section 15378(b)(4) and 15061(b)(3).

ATTACHMENTS

1. Resolution No. 11120 - A Resolution of the City Council of the City of Folsom Calling a Special Mailed-Ballot Election Related to Change Proceedings for Improvement Area No. 6 within City of Folsom Community Facilities District No. 23 (Folsom Ranch)
2. Resolution No. 11121 – A Resolution of Change of the City Council of the City of Folsom Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch)
3. Ordinance No. 1339 – An Uncodified Ordinance Levying a Special Tax for the Fiscal Year 2023-2024 and Following Fiscal Years Solely within and Relating to Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (Introduction and First Reading)

Submitted,



Stacey Tamagni
Finance Director

ATTACHMENT 1

RESOLUTION NO. 11120

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOLSOM
CALLING A SPECIAL MAILED-BALLOT ELECTION RELATED TO
CHANGE PROCEEDINGS FOR IMPROVEMENT AREA NO. 6 WITHIN
CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 23
(FOLSOM RANCH)**

WHEREAS, the City Council (the “City Council”) of the City of Folsom (the “City”) conducted proceedings under and pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California), and all laws amendatory thereof or supplemental thereto (the “Act”), among other things, (i) to form a community facilities district within the City of Folsom, designated and known as “City of Folsom Community Facilities District No. 23 (Folsom Ranch)” (the “Community Facilities District”), (ii) to designate Improvement Area No. 6 therein, (iii) to authorize a special tax (the “Special Tax”) to finance the acquisition and construction of certain public facilities (the “Facilities”) and certain public services (the “Services”), (iv) to authorize the issuance of debt to finance the Facilities, and (v) to establish the appropriations limit for Improvement Area No. 6 of the Community Facilities District, all as set forth in the City Council’s Resolution No. 10435 (the “Resolution of Formation”), adopted on May 26, 2020; and

WHEREAS, on September 12, 2023, the City Council adopted its Resolution No. 11102 (the “Resolution of Consideration”) in which it determined to consider amending the rate and method of apportionment for Improvement Area No. 6 (the “2023 Rate and Method”) to amend the authority to levy the special tax by eliminating the Facilities Special Tax (the “Proposed Amendments”); and

WHEREAS, the Resolution of Consideration set a public hearing to be held on October 24, 2023 (the “Public Hearing”); and

WHEREAS, the Public Hearing has been held as scheduled and all persons interested were permitted to testify and to submit written protests to the Proposed Amendments; and

WHEREAS, the City Council determined that there was no majority protest under Section 53337 of the Government Code of the State of California, and thus the City Council is permitted to continue with these proceedings; and

WHEREAS, in order for the Proposed Amendments to be effective, they must be submitted to an election of the qualified electors of Improvement Area No. 6 of the Community Facilities District; and

WHEREAS, a Certificate Regarding Landowners (the “Certificate re: Landowners”) has been filed with the City Clerk (the “Clerk”) and submitted to the City Council, certifying that during the 90 days preceding the close of the Public Hearing on October 24, 2023, there were no persons registered to vote within the territory of Improvement Area No. 6 of the Community Facilities District; and

WHEREAS, a Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent, has been submitted by the Clerk, stating that each landowner, or an authorized representative of each landowner, within Improvement Area No. 6 of the Community Facilities District has filed with the Clerk a properly executed Waiver and Consent (as defined below) in substantially the form attached hereto as Exhibit B, and by this reference incorporated herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom, as follows:

Section 1. The above recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council accepts the Certificate regarding Landowners filed in these proceedings and finds, in accordance therewith, that during the 90 days just past, there were no registered voters residing within the boundaries of Improvement Area No. 6 of the Community Facilities District. Accordingly, under Section 53326(b) of the Government Code of the State of California, the qualified electors of Improvement Area No. 6 of the Community Facilities District for the proposed special election shall be the owners of land within Improvement Area No. 6 of the Community Facilities District.

Section 3. The City Council further finds and determines that the owners of land within Improvement Area No. 6 of the Community Facilities District (the "Landowners") are the landowners set forth in the attachment to the Certificate regarding Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Section 53326(b), being the number of acres owned rounded up to the next whole acre.

Section 4. The City Council hereby approves the form of Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election (the "Waiver and Consent") by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a form of which is attached hereto as Exhibit B. The City Council hereby finds that the rights, procedures, and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Section 53326(a) and 53327(b) of the Act and under other provisions of law dealing with waiver generally, and that the Waiver and Consent constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

Section 5. The City Council further finds and determines, based on a Certificate of Clerk regarding Receipt of Property Owner Waiver and Consent Forms provided this date by the Clerk that each Landowner, or an authorized representative of each Landowner, has filed with the Clerk a properly executed Waiver and Consent in substantially the form of Exhibit B hereto. The City Council therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

Section 6. Pursuant to Sections 53338(a) and 53326 of the Government Code of the State of California, the City Council hereby calls an election, to be held and conducted upon adoption of this Resolution, and sets October 24, 2023, as the election date. Pursuant to Section 53326 of the

Government Code, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver and Consent forms on file with the Clerk and shall therefore be permitted. The Clerk is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver and Consent, to the Landowner's authorized representative.

Section 7. The proposition to be submitted to the qualified electors of Improvement Area No. 6 of the Community Facilities District shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

Section 8. The Clerk is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within Improvement Area No. 6 of the Community Facilities District as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the prior proceedings of the City taken thereunder, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by the Clerk to the Landowners, and all voted ballots are required to be received by the Clerk not later than 6:00 p.m. on the date of the election in order to be counted. However, if at any time the Clerk determines that all votes have been cast, the Clerk shall immediately declare the election closed.

(d) The Clerk shall commence the canvass of the returns of the special election, and report the returns to the City Council no later than the City Council meeting of October 24, 2023.

(e) The City Council may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

Section 9. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 24th day of October, 2023, by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

EXHIBIT A

**CITY OF FOLSOM
COMMUNITY FACILITIES DISTRICT NO. 23
IMPROVEMENT AREA NO. 6
(FOLSOM RANCH)**

**SPECIAL ELECTION BALLOT
(Mailed-Ballot Election)**

This ballot is for the use of _____, a landowner owning land within Improvement Area No. 6 of City of Folsom Community Facilities District No. 23 (Folsom Ranch).

According to the provisions of the Mello-Roos Community Facilities Act of 1982 and the resolutions of the City Council of the City of Folsom, the above-named landowner is entitled to cast _____ votes on this ballot.

In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before 6:00 p.m. on October 24, 2023, to:

Christa Freemantle, City Clerk
City of Folsom
50 Natoma Street
Folsom, CA 95630

Mailing by that date will not be sufficient. The ballot must be physically received by the City Clerk prior to the deadline in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

BALLOT MEASURE

Shall the authority previously conferred upon the City Council (the "City Council") of the City of Folsom by and through its City of Folsom Community Facilities District No. 23 (Folsom Ranch) for Improvement Area No. 6 be changed in accordance with the City Council's Resolution of Consideration to Amend the Rate and Method of Apportionment for Improvement Area No. 6 Within the City of Folsom Community Facilities District No. 23 (Folsom Ranch), and Related Matters adopted on September 12, 2023?

Number of votes YES
Number of votes NO

Certification

The undersigned is or are the authorized representative(s) of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as of October 24, 2023.

By: _____

Name: _____

Title: _____

EXHIBIT B

WAIVER AND CONSENT
SHORTENING TIME PERIODS AND WAIVING VARIOUS
REQUIREMENTS FOR PROCEEDINGS AND FOR
CONDUCTING SPECIAL MAILED-BALLOT ELECTION
CITY OF FOLSOM
COMMUNITY FACILITIES DISTRICT NO. 23
(FOLSOM RANCH)
IMPROVEMENT AREA NO. 6
(CHANGE PROCEEDINGS)

The undersigned _____, is the owner or authorized representative of the owner of Assessor's Parcel No(s). _____ within the above-captioned Improvement Area No. 6 (the "Improvement Area") of the City of Folsom Community Facilities District No. 23 (Folsom Ranch) (the "District").

The undersigned understands that a special mailed ballot landowner election will be held to determine whether the authority conferred upon the City Council by and through the District will be changed, all as set forth in Resolution No. 11102 adopted by the City Council of the City of Folsom on September 12, 2023 (the "Resolution of Consideration").

The undersigned is (or are) the person (or persons) legally entitled and authorized to cast the ballot for the above-referenced owner in the election to be conducted within the District for the Improvement Area.

The undersigned, on behalf of the above-referenced owner, hereby waives any and all minimum time periods and requirements pertaining to the conduct of the election pursuant to Government Code Section 53326(a).

The undersigned, on behalf of the above-referenced owner, hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The undersigned, on behalf of the above-referenced owner, hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The undersigned, on behalf of the above-referenced owner, hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot.

The undersigned, on behalf of the above-referenced owner, hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The undersigned, on behalf of the above-referenced owner, hereby waives any right to notice and hearing and consents to authorized facilities, authorized services, expenses and rate and method

of apportionment of special tax as described in the related resolutions to be adopted by the City Council of the City of Folsom on October 24, 2023.

The undersigned, on behalf of the above-referenced owner, hereby waives any and all defects in notice or procedure in the time periods to record the boundary map, conduct of the election, whether known or unknown (other than the right to have ballots accurately counted), and states that the election is being expedited, pursuant to this waiver and consent, at the particular instance and request of the above-referenced owner.

The undersigned, on behalf of the above-referenced owner, hereby consents to the levy and collection of the special tax in accordance with the amended rate and method of apportionment approved by the City Council for the Improvement Area and hereby waives any and all rights to challenge the inclusion of the above referenced parcels in the Improvement Area and any other proceedings related thereto.

Further, the undersigned, on behalf of the above-referenced owner, hereby waives any entitlement to initiate or prosecute any form of legal proceedings, including judicial proceedings, to challenge any aspect of the proceedings for levy of the special tax and for issuance of bonded indebtedness in the District.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on _____, 2023.

By: _____
Name: _____
Title: _____

NOTE: If this form is signed by an authorized representative other than an officer of the property owner(s) of the parcel(s), or if the name of the signing party is different from the name of the property owner, please attach evidence of authorization to sign on behalf of the property owner(s) or evidence of name change.

ATTACHMENT 2

RESOLUTION NO. 11121**A RESOLUTION OF CHANGE OF THE CITY COUNCIL OF THE CITY OF FOLSOM RELATING TO IMPROVEMENT AREA NO. 6 WITHIN THE CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 23 (FOLSOM RANCH)**

WHEREAS, the City Council (the “City Council”) of the City of Folsom (the “City”) conducted proceedings under and pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California), and all laws amendatory thereof or supplemental thereto (the “Act”), among other things, (i) to form a community facilities district within the City of Folsom, designated and known as “City of Folsom Community Facilities District No. 23 (Folsom Ranch)” (the “Community Facilities District”), (ii) to designate Improvement Area No. 6 therein, (iii) to authorize a special tax (the “Special Tax”) to finance the acquisition and construction of certain public facilities (the “Facilities”) and certain public services (the “Services”), (iv) to authorize the issuance of debt to finance the Facilities, and (v) to establish the appropriations limit for Improvement Area No. 6 of the Community Facilities District, all as set forth in the City Council’s Resolution No. 10435 (the “Resolution of Formation”), adopted on May 26, 2020; and

WHEREAS, the City Council previously adopted its Resolution No. 10894 on July 26, 2022 (the “2022 Resolution of Change”), approving an amendment to the authority to levy the special tax to adjust the maximum special tax rates based on the planned development within Improvement Area No. 6; and

WHEREAS, the amended rate and method of apportionment and manner of collection of the special tax (the “2022 RMA”) for Improvement Area No. 6 of the Community Facilities District is set forth in Exhibit A to Resolution No. 10870 adopted by the City Council on June 14, 2022 (the “2022 Resolution of Consideration”); and

WHEREAS, on September 12, 2023, the City Council adopted its Resolution No. 11102 (the “2023 Resolution of Consideration”) in which it determined to consider amending the rate and method of apportionment for Improvement Area No. 6 (the “2023 Rate and Method”) to amend the authority to levy the special tax by eliminating the Facilities Special Tax (as defined in the 2022 RMA) (the “Proposed Amendments”); and

WHEREAS, in order for the Proposed Amendments to be effective, a two-thirds approving vote by the qualified electors within Improvement Area No. 6 within the Community Facilities District is required; and

WHEREAS, a special mailed-ballot election has been conducted within Improvement Area No. 6 within the Community Facilities District pursuant to Resolution No. 11120, adopted by the City Council on October 24, 2023, to which reference is made for further particulars; and

WHEREAS, a Certificate of the City Clerk (the “Clerk”) Regarding Election Results (the “Certificate of Election Results”) has been filed with the City Council; and

WHEREAS, the City Council has received, reviewed and hereby accepts the Certificate of Election Results;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom, as follows:

Section 1. The above recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby finds and determines and declares that the ballot measure submitted to the qualified electors of Improvement Area No. 6 within the Community Facilities District has been passed and approved by those qualified electors in accordance with Sections 53338 of the Government Code of the State of California.

Section 3. The City Council hereby finds and determines and declares that the authority conferred upon it by the Community Facilities District for Improvement Area No. 6 has been changed in accordance with the Proposed Amendments as set forth in the 2023 Resolution of Consideration.

Section 4. The City Council hereby authorizes and directs the Clerk to cause an Amended Notice of Special Tax Lien to be prepared and to be recorded with the County Recorder of the County of Sacramento (the "County Recorder") in accordance with the provisions of Section 3117.5 of the Streets and Highways Code of the State of California and Section 53338(c) of the Government Code of the State of California. The Amended Notice of Special Tax Lien shall include, as an attachment, the 2023 Rate and Method as provided in Exhibit A to the 2023 Resolution of Consideration and be recorded in the County Recorder's office within fifteen days of the date of adoption of this Resolution.

Section 5. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 24th day of October, 2023, by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 3

ORDINANCE NO. 1339

AN UNCODIFIED ORDINANCE LEVYING A SPECIAL TAX FOR THE FISCAL YEAR 2023-2024 AND FOLLOWING FISCAL YEARS SOLELY WITHIN AND RELATING TO IMPROVEMENT AREA NO. 6 WITHIN THE CITY OF FOLSOM COMMUNITY FACILITIES DISTRICT NO. 23 (FOLSOM RANCH)

The City Council of the City of Folsom, State of California ordains as follows:

SECTION 1 PURPOSE

The City Council of the City of Folsom hereby finds, determines and declares based on the record before it that:

1. The City is authorized to establish a community facilities district pursuant to the terms of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the “Act”); and

2. Pursuant to Section 53350 of the Act, the City is authorized to designate improvement areas within the community facilities district; and

3. Pursuant to Government Code section 53340 and Resolution No. 10435, adopted by the City Council (the “City Council”) of the City of Folsom (the “City”) on May 26, 2020 (the “Resolution of Formation”), the City Council formed its Community Facilities District No. 23 (Folsom Ranch) (the “Community Facilities District”) and a rate and method of apportionment of the special tax (as amended, the “Special Tax”) for Improvement Area No. 6 established therein was approved by an election of the qualified electors within the Community Facilities District on such date; and

4. Pursuant to Government Code section 53340 and Resolution No. 10894, adopted by the City Council on July 26, 2022 (the “2022 Resolution of Change”), an amended rate and method of apportionment of the special tax for Improvement Area No. 6 (the “2022 RMA”) was approved by an election of the qualified electors within the Community Facilities District on such date;

4. Pursuant to Resolution No. 11102, adopted by the City Council on September 12, 2023 (the “2023 Resolution of Consideration”) and Resolution No. 11121 adopted by the City Council on October 24, 2023 (the “2023 Resolution of Change” and, collectively with the Resolution of Formation and the 2023 Resolution of Consideration, the “Resolutions”), the City Council approved an Amended Rate and Method of Apportionment for City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 6 (the “2023 Amended Rate and Method”), which changes were approved by an election of the qualified electors within the Community Facilities District on such date; and

5. The City Council desires to levy and impose the Special Tax and to take other related actions.

SECTION 2

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOLSOM RESOLVES:

1. The recitals set forth in Section 1 are true and correct.
2. A special tax is hereby levied on all Taxable Property (as defined in the 2023 Amended Rate and Method) within Improvement Area No. 6 for the 2023-24 fiscal year and for all subsequent fiscal years in the amount of the maximum authorized tax, provided that this amount may be adjusted annually, subject to the maximum authorized special tax limit, by resolution of the City Council.
3. The Finance Director of the City of Folsom or designee thereof (the "CFD Administrator") is authorized and directed, to determine each year, without further action of the City Council, the Special Tax, to prepare the annual Special Tax roll in the amount of the Special Tax in accordance with the related exhibit and, without further action of the City Council, to provide all necessary and appropriate information to the Sacramento County Auditor-Controller's Office (the "County") in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the Special Tax on the secured property tax roll of the County; provided, that as provided in the Resolutions and Section 53340 of the California Government Code, the City has reserved the right to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the City of Folsom (the "City"), including but not limited to, direct billing by the City to the property owners and supplemental billing.
4. The appropriate officers and agents of the City are authorized to make adjustments to the Special Tax roll prior to the final posting of the Special Tax to the County tax roll each fiscal year, as may be necessary to achieve a correct match of the Special Tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.
5. The City agrees that, in the event the Special Tax for the Improvement Area is collected on the secured tax roll of the County, the County may deduct its reasonable and agreed charges for collecting the Special Tax from the amounts collected, prior to remitting the Special Tax collections to the City.
6. Taxpayers who have requested changes or corrections of the Special Tax pursuant to Section I of the 2023 Amended Rate and Method and who are not satisfied with the decision of the CFD Administrator (whether the CFD Administrator disagrees with the taxpayer or concludes that the City is not authorized to consider the change requested), may appeal to the City Council. The appeal must be in writing, fully explain the grounds of appeal and must be based solely on the correction of mistakes in the levy based upon the status of the property, and no other appeals will be allowed. The CFD Administrator shall schedule the appeal for consideration within a reasonable time at a City Council meeting.

SECTION 3 SEVERABILITY

If for any cause any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this ordinance, and the application of the Special Tax to the remaining parcels, shall not be affected.

SECTION 4 EFFECTIVE DATE; EFFECT ON ORDINANCE NO. 1330

This ordinance shall take effect and be in force as a tax measure thirty (30) days following its second reading and adoption at a meeting of the City Council; and before the expiration of twenty (20) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the District.

Ordinance No. 1330 adopted by the City Council on August 23, 2022, shall be superseded, solely with respect to Improvement Area No. 6, to the extent it is inconsistent with this ordinance, upon the date that this ordinance takes effect, as described in the immediately preceding paragraph.

* * *

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on October 24, 2023 and the second reading occurred at the regular meeting of the City Council on November 14, 2023.

On a motion by _____, second by _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this ____ day of _____, 2023 by the following vote, to wit:

AYES: Councilmember(s):

NOES: Councilmembers(s):

ABSENT: Councilmembers(s):

ABSTAIN: Councilmembers(s):

Rosario Rodriguez, MAYOR

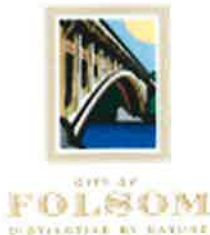
ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report

MEETING DATE:	10/24/2023
AGENDA SECTION:	New Business
SUBJECT:	Consideration of Potential Sales Tax Measure and Direction to Staff
FROM:	City Manager's Office

RECOMMENDATION / CITY COUNCIL ACTION

The City Manager recommends that the City Council provide direction to staff pertaining to a potential local sales tax measure to be placed on the November, 2024 General Municipal Election for consideration by Folsom voters.

BACKGROUND / ISSUE

At a recent City Council meeting, a consensus of the City Council directed the City Manager to return to a future meeting with an agenda item to discuss consideration of a potential local sales tax measure and provide direction to staff.

Over the last approximately four years, through various Budget and strategic planning agenda items, special meetings, and workshops, the City Manager and the Chief Financial Officer have brought information to the City Council regarding a change in the historical, predictable pattern of the City’s sales tax revenue rate of growth paired with rising costs (including employee compensation and benefits); concern about the low level of the City’s overall reserves proportionately compared to other jurisdictions; concern about the City’s financial inability to respond to long-deferred construction and maintenance needs in our parks, in our facilities, and on our trails; the City’s inability to set aside money for future needs, including information technology infrastructure, facility improvements, and risk management; concern about staffing needs and personnel recruitment and retention challenges throughout the City organization; and the City’s General Fund projected structural deficits over the next five fiscal years, beginning in FY2024-25.

In the context of these very significant fiscal challenges, the City Manager and the Chief Financial Officer previously discussed the benefits of a potential local sales tax measure with the City Council. City staff initiated and completed a comprehensive community outreach effort on these subjects in 2022; engagement from the community was rated as remarkably high compared to other jurisdictions by the expert consultants engaged in that effort at the time. Staff subsequently presented proposed ballot language for a local sales tax measure to the City Council at its July 12, 2022 regular meeting for consideration for placement on the ballot of the November, 2022 General Election. The City Council declined to place the language on the ballot.

The City Manager will provide a briefing to the City Council on a potential local sales tax measure, including a summary of the City's fiscal challenges; examples of benefits to the City organization and the community if such a measure were passed; and options and questions for the Council's consideration and direction.

POLICY / RULE

All powers of the City shall be vested in the City Council except as otherwise provided by the City Charter. Section 2.02 of the City Charter.

ANALYSIS

Folsom's cumulative tax rate on retail sales currently stands at the base rate of 7.25 percent of the purchase price, plus an additional .5 percent for Measure A transportation uses, for a total of 7.75 percent of purchase price. However, the City of Folsom does not receive 7.75 percent of the purchase price from each sale within Folsom. Instead, that tax revenue is allocated between the State of California, the County of Sacramento, the City of Folsom, and other public agencies. Folsom's share is 1.0 percent of the purchase price. This means that if someone makes a one dollar purchase in Folsom, the City of Folsom receives just one cent (not 7.75 cents) from that transaction.

If voters were to approve a local sales tax measure, 100 percent of the revenue from that measure would go to the City of Folsom; that is to say, the revenue would not be shared with other agencies. A successful sales tax measure raising Folsom's rate by one-half percent would increase the cumulative tax rate in Folsom to 8.25%, and Folsom's share of the purchase price would increase from 1.0 percent to 1.5 percent. A successful sales tax measure raising Folsom's rate by one percent would increase the cumulative tax rate in Folsom to 8.75 percent, and Folsom's share of the purchase price would increase from 1.0 percent to 2.0 percent.

Traditional estimates show that about 40 percent of sales tax is paid by non-residents.

By way of comparison with our jurisdictional neighbors within Sacramento County, the Cities of Elk Grove (8.75 percent), Galt (9.25 percent), Rancho Cordova (8.75 percent), and Sacramento (8.75 percent) all have at least a one percent local sales tax in place. The City of Citrus Heights remains at 7.75 percent alongside Folsom.

FINANCIAL IMPACT

Staff estimates that a one-half percent local sales tax would initially generate approximately \$11 million per year, while a one percent local sales tax would initially generate approximately \$22 million per year until and unless repealed by voters.

ENVIRONMENTAL REVIEW

The recommended action of the City Council is not a project as defined by the California Environmental Quality Act (CEQA) and therefore does not require environmental review.

Respectfully submitted,

Elaine Andersen, City Manager

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to facilitate double-sided printing.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE