Folsom City Council
Staff Report

MEETING DATE:	8/26/2025
AGENDA SECTION:	Public Hearing
SUBJECT:	Ordinance No. 1354 - An Uncodified Ordinance of the City of Folsom Approving a Development Agreement by and between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. Relating to the Development known as "Broadstone Crossing Phase II" (Introduction and First Reading)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Conduct a public hearing to consider a request from Elliott Homes, Inc. to approve a Development Agreement and upon conclusion introduce and conduct the first reading of the uncodified Ordinance No. 1354 approving the Development Agreement between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. for public improvements for the Broadstone Crossing Phase II project.

BACKGROUND / ISSUE

On November 20, 2024, the Planning Commission approved a Vesting Tentative Parcel Map, a Planned Development (PD) Permit, and a Master Sign Program for Broadstone Crossing Phase II, which subdivided an existing 18.7-acre parcel located at 1565 Cavitt Drive into three parcels with three separate buildings together totaling 200,840 square feet. As part of the PD permit, the Commission also approved the design review for the Sutter Medical Office building (approximately 106,500 square feet), which was the largest of the three buildings planned for the site. As part of the Conditions of Approval for the project, there are two conditions related to transportation effects resulting from the project that the developer is required to fulfil. These are as follows:

Condition of Approval 42 – Access and Circulation:

In accordance with the Broadstone Crossing Phase II Transportation Impact Study (TIS) dated November 12, 2024, prepared by T. Kear Transportation Planning & Management, Inc. and based on the recommendations of the City Engineer, the developer/owner shall be responsible for the

traffic, access, signal coordination, and circulation measures set forth in the TIS to the satisfaction of the Community Development Department:

- The project shall be responsible for the geometric and signal timing improvements described in Abatement #1 and #2 in Section 7 of the TIS to address level-of-service and queueing deficiencies relative to General Plan policies. This work may be done as part of the project, or the improvement work may be paid for by the applicant/owner and included as part of the development agreement identified in Condition No. 43.

Condition of Approval 43 – Fair Share Contribution to Pedestrian Overcrossing:
The applicant/owner shall execute a development agreement with City for a pedestrian overcrossing across East Bidwell Street located between Kilrush Drive and Iron Point Road prior to the issuance of the first building permit for the project based on the project's fair share contribution that includes the following commitments from the applicant/owner:

- Payment for the design;
- Payment for environmental review covering both CEQA and NEPA;
- Dedication of land necessary for a pedestrian overcrossing across East Bidwell from the project site to the Palladio; and
- The total cost for the applicant/owner contribution to the pedestrian bridge shall not exceed $2.5 million.

The proposed Development Agreement between the City of Folsom and Elliott Homes, Inc. and Broadstone Crossing Phase II, LLC establishes the landowner and developer obligations in accordance with Conditions of Approval numbers 42 and 43 related to public improvements and traffic abatement measures for the Broadstone Crossing Phase II project (MSTR23-00143).

POLICY / RULE

The development agreement is consistent with and fulfills Conditions of Approval 42 and 43 for the Broadstone Crossing Phase II project (MSTR23-00143). Furthermore, this development agreement is consistent with the requirements governing development agreements set forth in California Government Code Section 65864 *et seq*.

ANALYSIS

Elliott Homes, Inc. is requesting that the City Council approve the proposed Development Agreement (DA or Agreement) between the City of Folsom and Broadstone Crossing II, LLC / Elliott Homes, Inc. The Agreement has been prepared to fulfill the developer's obligations under Conditions 42 and 43 for the Broadstone Crossing II project, which was approved by the Planning Commission on November 20, 2024. Condition of Approval 42 required the developer to design and construct improvements along East Bidwell Street and Iron Point Road in order to address worsening traffic conditions in the area as a result of their project, based on the results of a Transportation Impact Study (TIS) prepared by T. Kear and Associates. In addition, Condition of Approval 43 requires the developer to make a fair share contribution to the design and construction of a pedestrian bridge across East Bidwell Street to the Palladio. The developer has requested, and City staff have agreed, to have the City construct these improvements[1] as part of a

[1] The City will construct all required public improvements with the exception of one left turn lane, which will be the

Capital Improvement Project (CIP) so long as the developer funds the design and construction of these public improvements and also provides their fair share contribution of $2.5 million toward the pedestrian overcrossing. This agreement sets out the terms and conditions of payment as well as the design, construction and schedule for the improvements.

As described in the TIS, the improvements covered under Condition of Approval 42 include:

1. Changes to lane striping at East Bidwell Street/Iron Point Road and East Bidwell Street/Placerville Road;
2. Changes to lane striping at East Bidwell Street/Broadstone Pkwy;
3. Minor extension of left turn pockets to prevent "secondary deficiencies" at East Bidwell Street/Scholar Way, East Bidwell Street/Power Center Drive, East Bidwell Street/Via Felice, and East Bidwell Street/Iron Point Road;
4. Updated signal coordination along East Bidwell Street from Scholar Way to Placerville Road;
5. Channelization of the eastbound right-turn lane of eastbound Iron Point Road and add a second eastbound right turn lane with a receiving lane on southbound East Bidwell Street and movement of the bike lane accordingly;
6. Addition of a third northbound left turn lane on Iron Point Road; and
7. Potential additional right-of-way acquisition, if needed.

In addition, the TIS also identified the need for a pedestrian bridge or overcrossing across East Bidwell Street near Via Felice and Wellspring Drive (formerly Kilrush Drive) to the Palladio in order to avoid at-grade signalized pedestrian crossings that would disrupt the signal timing and worsen traffic congestion on East Bidwell Street. Since the project alone does not justify the construction of the overcrossing, but does contribute to the need for one, it was required to contribute its fair share toward the design and construction of the project based on the anticipated pedestrian traffic generated from the project.

Key terms of the agreement include:

- Public Roadway Improvements and Abatements (Condition of Approval No. 42)
    - Payment to the City of an initial deposit of $1.445 million upon issuance of the first vertical building permit for the Sutter Medical Center project to cover the initial cost of design, engineering, and environmental clearance for the public improvements or abatements outlined in Section 7.0 of the Transportation Impact Study as approved by the Commission on November 20, 2024.
    - After use of the initial deposit of $1.445 million, developer is required to provide an additional deposit of $2.155 million to the City to cover the remaining estimated project costs ($3.6 million) for the improvements.
    - Any actual costs in excess of the total deposit amount will be reimbursed by the Developer within 30 days of receipt of an invoice from the City.

developer's responsibility.

- To the extent that other projects in the area also require and benefit from these same public improvements, City has agreed to use its best efforts to condition other projects to contribute their fair share toward the cost of the public improvements.
- A commitment to complete the public improvements within 5 years barring unexpected delays caused by other government agencies, utility companies, environmental clearance or right-of-way acquisition.
- Fair share contributions collected from other projects will be used to reimburse developer for the upfront payment of costs for the improvements.

- Pedestrian Overcrossing (Condition of Approval No. 43)
  - A separate payment by the developer of $2.5 million will be made to the City as part of the developer's fair share contribution toward the construction of a pedestrian bridge over East Bidwell Street between the project and the Palladio.
  - Of the $2.5 million, an initial deposit of $1 million will be provided within 30 days of the release of a request for proposals (RFP) for design and engineering services by the City and the remaining $1.5 million shall be deposited with the City after most of the initial deposit has been exhausted.
  - Since Elliott Homes, Inc., owns property on both sides of East Bidwell Street where the pedestrian overcrossing will be located, they have agreed to provide the land necessary to support the footings for the overcrossing and the value of that land will be counted toward their $2.5 million contribution.
  - Estimated timeframe for construction is dependent on securing state or federal funding for the rest of the cost, but the project could be completed well within the 10-year term of the Agreement if full funding is secured.

COMMISSION RECOMMENDATION

At the Planning Commission meeting on August 20, Commissioners expressed support for the Development Agreement, but voiced concern about the timing of the fair share payment for the pedestrian overcrossing given that the Certificate of Occupancy for the Sutter Health medical office building would not be issued until mid to late 2027. After discussions with staff and the developer, Elliott Homes, the voted unanimously (6-0-0) to recommend approval of the Development Agreement, but with a condition, to which the developer agreed, that some of the funding be advanced by the developer soon after the issuance of a request for proposals (RFP) for design, engineering and environmental services to ensure that the project became eligible for state and federal funding and could be constructed as soon as possible. The Development Agreement in Attachment 1 has been amended in Section 2.6(c) to require an initial deposit of $1 million out of the $2.5 million within 30 days of release of a RFP. The remainder would be due once the first deposit has been used.

FINANCIAL IMPACT

While the City has agreed to undertake these public improvements, the developer has agreed in the Development Agreement to cover the full cost of the public roadway improvements so that

there is no impact to the General Fund. For the pedestrian overcrossing, the developer is providing a fair share contribution in an amount not to exceed $2.5 million. City staff anticipates securing regional, state or federal grant funding to cover the rest of the cost of the pedestrian overcrossing project. As a result, there would be no impact to the General Fund.

ENVIRONMENTAL REVIEW

The original development project (MSTR23-00143) for this location was previously determined to be exempt from environmental review in accordance with Section 15183 of the California Environmental Quality Act (CEQA). This request is an administrative action consistent with the prior project approval and therefore is not a project under CEQA Guidelines Section 15061(b)(3). Construction of the public improvements and the pedestrian overcrossing will undergo separate environmental review prior to construction.

ATTACHMENTS

1. Ordinance No. 1354 - An Uncodified Ordinance of the City of Folsom Approving a Development Agreement by and between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. Relating to the Development known as "Broadstone Crossing Phase II"

Submitted,

PAM JOHNS
Community Development Director

Attachment 1

Ordinance No. 1354 for the Broadstone Crossing Phase II Development Agreement

ORDINANCE NO. 1354

AN UNCODIFIED ORDINANCE OF THE CITY OF FOLSOM APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FOLSOM AND BROADSTONE CROSSING PHASE II, LLC AND ELLIOTT HOMES, INC. RELATING TO THE DEVELOPMENT KNOWN AS "BROADSTONE CROSSING PHASE II"

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

SECTION 1. That the Development Agreement by and between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. as set forth in Exhibit A, relative to the development known as the Broadstone Crossing Phase II is incorporated into this ordinance by reference.

SECTION 2. That the City Council hereby approves the Development Agreement substantially in the form on file with the City Clerk, as set forth in Exhibit A, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof, including but not limited to completion of references, addition of exact titles and designations of parties constituting the Developers, and conformity of all exhibits thereto.

SECTION 3. The City Council adopts the following findings in conjunction with its approval of said Development Agreement:

A. Public hearings have been held by the Planning Commission and the City Council and notices of hearing have been given in the form and at the times required by state law and City ordinances for adoption of a Development Agreement.

B. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan and all applicable specific plans.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.

D. The Development Agreement will not be detrimental to the health, safety, peace and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole; but, to the contrary, will specifically benefit the community and the entire City and region by encouraging development in accordance with the General Plan.

E. The Development Agreement will promote the orderly development of the property and the preservation of property values.

F. The Development Agreement is consistent with and conforms to the requirements of Government Code Sections 65864 – 65869.5.

SECTION 4. The Mayor is authorized and directed to execute the Development Agreement on behalf of the City of Folsom.

SECTION 5. This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City of Folsom.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on August 26, 2025, and the second reading occurred at the regular meeting of the City Council on September 9, 2025.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this _____ day of _____, 2025 by the following vote, to wit:

AYES: Councilmember(s)

NOES: Councilmember(s)

ABSENT: Councilmember(s)

ABSTAIN: Councilmember(s)

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Exhibit A
to
Ordinance No. 1354

RECORDING
REQUESTED BY AND
WHEN RECORDED,
MAIL TO:

City of Folsom
50 Natoma Street
Folsom, CA 95630
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF FOLSOM

AND

BROADSTONE CROSSING PHASE II, LLC

AND

ELLIOTT HOMES, INC.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF FOLSOM
AND
BROADSTONE CROSSING PHASE II, LLC
AND
ELLIOTT HOMES, INC.

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FOLSOM, a California Charter Municipal Corporation ("City"), and BROADSTONE CROSSING PHASE II, LLC, a California limited liability company, and ELLIOTT HOMES, INC. an Arizona corporation (collectively, "Developer") pursuant to the authority of Article 2.5, Chapter 4, Division 1, Title 7 (Section 65864 et seq.) of the Government Code relating to Development Agreements.

R E C I T A L S

1. In order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development, and to reduce the waste of resources, the Legislature adopted the Development Agreement Statutes (Section 65864 et seq. of the Government Code).

2. The Development Agreement Statutes permit cities to contract with private interests for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements, as authorized by the Development Agreement Statutes, can assure property developers they may proceed with projects assured that approvals granted by public agencies will not change during the period of development of their projects. Cities are equally assured that costly infrastructure will be available at the time development projects come on line and recovery of any associated direct costs incurred by the City.

3. This Agreement relates to the development known as Broadstone Crossing Phase II ("Project"). The parties have, in good faith, negotiated the terms hereinafter set forth which carry out the legislative purpose set forth above and will assure the parties to this Agreement of mutually desirable development of the Subject Property, as defined hereinafter.

Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:

a. The provision of an additional real property and other tax revenue flow to the City that will enhance the City's ability to implement its General Plan.

b. The creation of additional jobs that will benefit the residents of the City and of surrounding communities.

c. The further diversification of the economic base of the City, which will enhance the City's ability to implement its General Plan.

d. The creation of a new health care center serving the Folsom community.

e. The accommodation and funding of a pedestrian overcrossing to provide a direct connection for pedestrians, cyclists, residents, office workers, and patients from Broadstone Villas and the Project to the Palladio commercial shopping center.

4. Developer holds ownership interests in the Subject Property located in the City, which is comprised of all or a portion of three parcels known as Lot 1, Lot 2, and Lot 3 on Parcel 072-0270-160-0000, more particularly described and depicted in Exhibit "A" hereto.

5. City, after public hearings and environmental analysis, has granted the following entitlements for the Subject Property:

a. By Resolution No. 4838, adopted October 10, 1995, the City of Folsom adopted the Broadstone Unit No. 3 Specific Plan

b. By Resolution 7696, adopted October 25, 2005, amended the land use designations in the General Plan and Specific Plan for the Subject Property and adjacent properties from Industrial Office Park (IND) classification to Community Commercial (CC) for 59.83 acres and Multi-Family Medium Density (MMD) for 14 acres.

c. On November 17, 2021, the City Planning Commission approved a Tentative Parcel Map for 1565 Cavitt Drive to subdivide an existing vacant property of approximately 37.2-acres in size into two individual parcels - Parcel No. 072-0270-159-0000 and Parcel No. 072-0270-160-0000.

d. On November 20, 2024, the City Planning Commission approved a Vesting Tentative Parcel Map to subdivide Parcel No. 072-0270-160-0000 into three parcels and a Planned Development Permit for development of a 200,840-square-foot office complex (Broadstone Crossing Phase II) on an 18.7-acre site located at the northeast corner of the intersection of East Bidwell Street and Iron Point Road. The Vesting Tentative Parcel Map subdivided the 18.7-acre project site (Parcel No. 072-0270-160-0000) into three (3) individual parcels for development of office uses. The Planned Development Permit allows for development of the 200,840-square-foot office complex including three (3) individual buildings that range in size from 45,500 square feet to 106,500 square feet, related site improvements, and a Master Sign Program.

e. The Conditions of Approval for the Vesting Tentative Map and Planned Development Permit attached hereto as Exhibit "D" and approved by the Planning Commission on November 20, 2024, authorized Developer to enter into a Development Agreement with City for the fulfillment of Conditions 42 and 43 related to transportation abatements to improve traffic circulation and access on East Bidwell Street and Iron Point Road and related intersections.

f. Condition No. 42 stated that, in accordance with the Broadstone Crossing Phase II Transportation Impact Study ("TIS") dated November 12, 2024, prepared by T. Kear Transportation Planning & Management, Inc. and based on the recommendations of the City Engineer, Developer is responsible for the traffic, access, signal coordination, and circulation measures set forth in the TIS to the satisfaction of the Community Development Department and that the project shall be responsible for the geometric and signal timing improvements described in Abatements 1 and 2 in Section 7 of the TIS to address level-of-service and queueing deficiencies relative to General Plan policies. This work may be done as part of the Project, or the improvement work may be paid for by Developer and included as part of a development agreement.

g. Condition No. 43 stated that Developer shall execute a development agreement with City for a pedestrian overcrossing across East Bidwell Street located between Wellspring Drive and Iron Point Road prior to the issuance of the first building permit for the Project based on the Project's fair share contribution that includes the following commitments from Developer: payment for the design; payment for environmental review covering both the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"); and dedication of land necessary for a pedestrian overcrossing across East Bidwell from the project site to the Palladio. Developer's contribution to the pedestrian bridge, including dedication as described in the preceding sentence, shall not exceed $2.5 million.

h. By Ordinance No. 1354, effective _____, authorized City to enter into this Agreement with Developer.

6. In support of the entitlements described in paragraph 5 above, and in reliance upon the Environmental Impact Report ("EIR") for the Broadstone Unit No. 3 Specific Plan as well as Addendum to that EIR for the land use change and separate EIR for the General Plan, City completed review of the potential environmental effects of the Project and found that the Project was exempt from environmental review under CEQA Guidelines section 15183 (projects consistent with a community plan or zoning).

7. Development of the Subject Property pursuant to the terms and conditions of the various entitlements and the CEQA exemption will provide for orderly growth and development consistent with the City's General Plan and other development policies and programs.

8. On August 20, 2025, the City Planning Commission designated by City as the planning agency for purposes of Development Agreement review pursuant to Government Code section 65867, held a duly noticed public hearing and considered this Agreement.

9. On August 26, 2025, the City Council held a duly noticed public hearing and considered approval of this Agreement.

10. City and Developer have taken all actions mandated by and fulfilled all requirements set forth in Resolution No. 2370, a Resolution Establishing Procedures and Requirements for Development Agreements.

11. Having duly considered this Agreement and having held the noticed public hearings, City finds and declares that the provisions of this Agreement are consistent with the maps and text of the City's General Plan and the conditions of approval of the Broadstone Crossing Phase II Vesting Tentative Parcel Map and PD Permit.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

GENERAL PROVISIONS

1.1 The Project. The Project is the office/commercial development and use of the Subject Property in accordance with the Planning Documents as described below in Section 1.4(j).

1.2 Subject Property. The Subject Property consists of approximately eighteen and seven tenths (18.7) acres identified as Assessor Parcel No. 072-0270-160-0000 and more specifically described in Exhibit "A" which is incorporated herein and made a part of this Agreement.

1.3 Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this section:

(a) "Adopting Ordinance" means Ordinance No. 1354 of the Folsom City Council approving this Agreement.

(b) "City Council" means the City Council of the City of Folsom.

(c) "CEQA" means the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code of the State of California, and the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, section 15000 et seq.

(d) "Collective Standards" means this Development Agreement, the Planning Documents, and the Existing Land Use Regulations.

(e) "Developer" means Broadstone Crossing Phase II LLC, a California limited liability company and Elliott Homes, Inc., an Arizona corporation.

(f) "Director" means Director of the Community Development Department or the Director of the Public Works Department of the City of Folsom.

(g) "Effective Date" means the effective date of the Adopting Ordinance referenced in Recital 5(h) and Section 1.3(a) above.

(h) "Existing Land Use Regulations" means the ordinances, resolutions, regulations, rules, policies, standards, and specifications adopted by the City Council of the City of Folsom in effect and applicable to the Subject Property on the Effective Date, including without limitation, those that govern land uses, the density and intensity of use, the timing and phases of development, and the PD Permit and Guidelines applicable to the development of the Subject Property, including but not limited to the Broadstone Unit No. 3 Specific Plan as amended, the General Plan, and the Folsom Municipal Code. Existing Land Use Regulations do not include uniform codes (e.g., building codes, plumbing code, electrical code, etc.) or design and/or construction requirements for public improvements or improvements to be acquired by a public entity, except where such requirements are explicitly addressed by the Vesting Tentative Parcel Map and PD Permit.

(i) "General Plan" means the General Plan of the City of Folsom, including the text and maps, as amended in connection with the Project.

(j) "Landowner" is a party who has acquired or has ground-leased for a term of at least twenty-five (25) years, any portion of the Subject Property and including all successors, transferees, or assigns thereof who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.

(k) "Planning Documents" means, and shall be limited to, those approvals, entitlements, and documents referred to in Recitals 5(a) to 5(h), inclusive, and any exhibits to those documents.

(l) "Public Improvements" mean the transportation infrastructure improvements set forth in Section 7.0 of the Transportation Impact Study (TIS) in Exhibit "E" required as a condition of approval of development of the Subject Property as provided for in the provisions of this Agreement, including all other incorporated exhibits. The Pedestrian Overcrossing is a Public Improvement under this Agreement but referred to separately herein where such obligations may differ from the other Public Improvements covered by this Agreement.

(m) "Reserved Powers" shall mean those powers not explicitly provided for or relinquished in this Agreement.

(n) "Subject Property" means the property described in Section 1.2 and on Exhibit "A."

1.4 Exhibits. Exhibits to this Agreement are as follows:

Exhibit "A"	Subject Property
Exhibit "B"	Intentionally Deleted
Exhibit "C"	Preliminary Area for Pedestrian Overcrossing
Exhibit "D"	Conditions of Approval
Exhibit "E"	Transportation Impact Study
Exhibit "F"	Assumption Agreement
Exhibit "G"	Estimated Costs of Public Improvements excluding Pedestrian Overcrossing
Exhibit "H"	Parcels Potentially Subject to Fair Share Contribution

The above-referenced exhibits are hereby incorporated into this Agreement.

1.5 Incorporation of Recitals. Recitals 1 through 11 are incorporated herein, including all exhibits referred to in said Recitals. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 3, the provisions of Articles 1 through 3 shall prevail.

1.6 Parties to Agreement. The parties to this Agreement are:

(a) The City of Folsom. City is a municipal corporation exercising general governmental functions and power. The principal office of the City is located at 50 Natoma Street, Folsom, California 95630.

(b) Developer. Developer holds ownership interests in the Subject Property. Developer's office for the purpose of this Agreement is Broadstone Crossing Phase II, LLC, c/o Elliott Homes, Inc., 340 Palladio Parkway, Suite 521, Folsom, California 95630.

(c) Landowner. From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

1.7 Public Improvements and Pedestrian Overcrossing are Public Projects. It is agreed among the parties that the Public Improvements and Pedestrian Overcrossing addressed in this Agreement are public projects as defined under California Public Contract Code Section 22002 *et seq*. and are therefore subject to the requirement to pay prevailing wages.

1.8 Term of Agreement. This Agreement shall commence upon the Effective Date of the Adopting Ordinance approving this Agreement and shall continue in force until ten (10) years from the Effective Date unless extended or terminated as provided herein. Following the expiration of the term or any extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to post-termination obligations of the parties and/or Landowner.

1.9 Consistency with General Plan. As set forth in greater detail in the Vesting Tentative Parcel Map and the PD Permit, the Planning Commission expressly found that the approvals of the Planning Documents described in Recital 5 above were consistent with the text and maps of the General Plan.

1.10 Priority of Enactment. In the event of conflict between this Agreement, the Planning Documents and the Existing Land Use Regulations, the parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) the General Plan, as it existed on the Effective Date, (2) the Conditions of Approval as approved by the Planning Commission on November 20, 2024; (3) this Agreement; and (4) the Planning Documents, other than the General Plan.

1.11 Assignment and Assumption. Subject to the prior express consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, this Agreement shall not prevent Developer from selling, assigning, or transferring this Agreement with all its right, title, and interest therein to any person, firm, or corporation at any time during the term of this Agreement, provided, however, that Developer provides City with a copy of the Assumption Agreement, within 30 business days after any such sale, assignment, or transfer as provided for in Section 1.15. Express written assumption by such purchaser, assignee, or transferee of the obligations and other terms and conditions of this Agreement with respect to the Subject Property or such portion thereof sold, assigned, or transferred, shall relieve Developer selling, assigning, or transferring such interest of such obligations so expressly assumed. The form of the Assumption Agreement is attached hereto as Exhibit "F" and incorporated herein by this reference, or such other form as shall be approved by the City Attorney.

1.12 Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties and the parties' successors, transferees, or assigns. Each and every purchaser, assignee, or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary and obligator thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned, or transferred to it.

1.13 Amendment to Agreement (Developer and City). This Agreement may be amended by mutual consent of the parties in writing, in accordance with the provisions of Government Code section 65868. A noticed public hearing shall be required for any amendment to this Agreement.

1.14 Amendment to Agreement (Landowner and City). This Agreement may also be amended, subject to the provisions of Government Code section 65868 and Section 1.13 above, between a Landowner who has acquired a portion of the Subject Property from Developer and City as to the portions of the Subject Property then owned by the Landowner. Any amendment entered into between the City and a Landowner shall require the signature of each Landowner of any portion of the Subject Property or

Developer to the extent the amendment modifies this Agreement as to that Landowner's or Developer's property.

1.15 Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that:

(a) The City consents in writing prior to the proposed sale, assignment, or transfer pursuant to Section 1.11 above;

(b) The City Clerk receives a copy of the Assumption Agreement provided for in Section 1.12; and

(c) The buyer, assignee, or transferee expressly assumes the obligations under this Agreement pursuant to Section 1.12 contained hereinabove.

1.16 Modification of Planning Documents. Developer may apply, in writing, to modify the Planning Documents. Such modification may be processed without any amendment to this Agreement if City, in its sole discretion, determines that the requested modification (1) is consistent with this Agreement, (2) does not substantially alter the permitted uses or substantially increase the density or intensity of use, and (3) is consistent with the General Plan. If City determines that the requested modification is inconsistent with this Agreement, alters its term or substantially alters its uses, the modification will not be processed without processing a concurrent amendment to this Agreement.

1.17 Notices. Notices, demands, correspondence, and other communication to City and Developer shall be deemed given if dispatched by prepaid first-class mail to the principal offices of the parties as designated in Section 1.6. Notice to the City shall be to the attention of both the City Manager and the Director. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notices. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, or correspondence.

1.18 Recordation of Agreement. The City Clerk of City shall, within ten (10) days after the effective date of the Adopting Ordinance, record this Agreement with the County Recorder, County of Sacramento.

1.19 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and venue shall be in the Superior Court for the County of Sacramento. If any legal action is commenced by either party for breach of this Agreement or to test the validity hereof, or to enforce any provision, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, expert witness fees, and such other costs as may be fixed by the court.

1.20 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 unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either party may terminate this Agreement by providing written notice thereof to the other party.

1.21 Third Party Legal Challenge. In the event any legal action or special or administrative proceeding is commenced by any person or entity (other than a party or a Landowner) challenging this Agreement or the Planning Documents, Developer and/or Landowner(s) shall indemnify, protect, defend, and hold City and any officers, employees, or agents thereof, harmless from all such claims, actions, suits, proceedings, or judgments against City, and any officers, employees, or agents thereof to attack, modify, set aside, void, annual, an approval of City, or any agency or instrumentality thereof advisory agency, appeal board, or legislative body, including actions approved by the voters of City, concerning the Agreement or the Planning Documents, including but not limited to payment of all costs and expenses incurred in the

defense of such lawsuit, including, but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer and/or Landowner shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief without the consent of City. City shall not unreasonably withhold consent to settle. The provisions of this section shall extend beyond the termination or expiration of this Agreement.

1.22 Vested Rights of Developers. Developer shall have the vested right to develop the Subject Property in accordance with the Planning Documents and in conformity with the Existing Land Use Regulations in effect as of the Effective Date provided that Developer is not in default under this Agreement. To the fullest extent allowed by law, any change in, or addition to, the Existing Land Use Regulations including, without limitation, any change in the Applicable General Plan, City Code, or other rules and policies adopted or becoming effective after the Effective Date, including, without limitation, any such change by ordinance, City Charter amendment, initiative, referendum (other than a referendum that specifically overturns the City's approval of the Project), resolution, policy, or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project or Subject Property and which would conflict with or be more restrictive than, or impose obligations on the Project or Subject Property greater or more stringent than the Planning Documents, shall not be applied to the Project or Subject Property. The vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Planning Documents. Any and all tentative subdivision maps approved within the Project, including the Vesting Tentative Map referenced in the Planning Documents, shall have a term consistent with the remaining term of this Agreement as authorized by Government Code Section 66452.6(a)(1).

1.23 Reserved Powers. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions and apply the same to the Subject Property:

(a) Adopt and apply property transfer taxes and/or excise taxes.

(b) Adopt and apply utility charges.

(c) Adopt regulations to protect City and its citizens from an immediate risk to health and safety.

(d) Adopt rules and regulations that do not pertain to the development of the Subject Property.

(e) Other actions not inconsistent with the terms or provisions of this Agreement.

1.24 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between the City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating a partnership, joint venture, or other legal entity between them.

1.25 Entire Agreement. This Agreement and the Exhibits hereto contain the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and are intended by the parties to completely state the Agreement in full. Any agreement or representation respecting the matter dealt with herein, or the duties of any party related thereto, not expressly set forth in the Agreement shall be null and void.

ARTICLE 2

PUBLIC IMPROVEMENTS

2.1 Construction of Improvements. As provided in the Planning Documents and in Section 5 of the Recitals, Developer shall have the right to construct on the Subject Property up to a maximum of 200,840 square feet of commercial and professional office uses, including appurtenant surface parking and other ancillary uses, in accordance with and subject to the Collective Standards. In order to develop the site as set forth in the Planning Documents, Developer is required by City to fulfill the conditions of approval for the Project, including Conditions of Approval Nos. 42 and 43 as described below in subsections (a) and (b). The Public Improvements required in Conditions of Approval Nos. 42 and 43 are the following:

(a) Condition No. 42 requires Developer to be responsible for the traffic, access, signal coordination, and circulation measures set forth in the TIS to the satisfaction of the Community Development Department and that Subject Property shall be responsible for the geometric and signal timing improvements described in Abatements 1 and 2 in Section 7 of the TIS to address level-of-service and queueing deficiencies relative to General Plan policies. This work may be done as part of development of the Subject Property, or the improvement work may be completed by City and paid for by Developer and included as part of the development agreement.

(b) Condition No. 43 requires Developer to execute a development agreement with City for a pedestrian overcrossing across East Bidwell Street located between Wellspring Drive and Iron Point Road ("Pedestrian Overcrossing") prior to the issuance of the first building permit for the Subject Property based on the Subject Property's fair share contribution that includes the following commitments from Developer for an amount not to exceed $2.5 million:

(1) Payment for the design;

(2) Payment for environmental review covering both CEQA and NEPA; and

(3) Dedication of land reasonably necessary for the Pedestrian Overcrossing.

2.2 Required Public Improvements. The Public Improvements required by Condition No. 42 include those summarized below and described in more detail in Abatements 1 and 2 in Section 7 – Abatement Strategy of the TIS:

(a) Changes to lane striping at East Bidwell Street/Iron Point Road and East Bidwell Street/Placerville Road;

(b) Changes to lane striping at East Bidwell Street/Broadstone Pkwy;

(c) Minor extension of left turn pockets to prevent "secondary deficiencies" at East Bidwell Street/Scholar Way, East Bidwell Street/Power Center Drive, East Bidwell Street/Via Felice, and East Bidwell Street/Iron Point Road;

(d) Updated signal coordination along East Bidwell Street from Scholar Way to Placerville Road;

(e) Channelize the eastbound right-turn lane of eastbound Iron Point Road and add a second eastbound right turn lane with a receiving lane on southbound East Bidwell Street and move the bike lane accordingly as shown in Figure 14 of the TIS;

(f) Addition of a third northbound left turn lane on Iron Point Road as shown in Figure 14 of the TIS; and

(g) Where right of way dedication along the Project frontage is needed to deliver the Public Improvements (excluding the Pedestrian Overcrossing) required by Condition of Approval No. 42, it shall be dedicated to the City at no cost.

The Public Improvements listed above require additional work not yet described in detail to satisfy environmental clearance and permitting, utility relocation and installation, traffic operations and final design, right of way acquisition, funding use and constraints, coordination with other entities including Caltrans, and the City. The full extent and involvement of these items is not currently known. Developer understands and acknowledges this uncertainty and nonetheless agrees to fund such Public Improvements as described in this Agreement.

2.3 Required Pedestrian Overcrossing. Based on Condition No. 43, Developer must contribute its fair share toward the Pedestrian Overcrossing consistent with Section 2.6 of this Agreement.

2.4 Responsibility for Construction. As agreed to by Developer and City, the following Public Improvements are required to be built by each party listed below based on the schedule set forth in this Agreement.

(a) Developer agrees to furnish, construct, and install at its own expense the required improvements for the extension of the westbound left turn pocket on Iron Point Road to the Subject Property's Iron Point Road driveway and shall do so as part of a Deferred Improvement Agreement as required under Condition of Approval No. 16.

(b) Construction of all other Public Improvements described in Section 7.0 of the Abatement Strategy shall be the responsibility of City except that listed above in Section 2.4(a).

2.5 Funding Obligations for Roadway Public Improvements. With the exception of those Public Improvements identified in Section 2.4(a) and the Pedestrian Overcrossing, Developer's funding obligations for the cost of the Public Improvements summarized in Section 2.2, and described in more detail in Section 7.0 of the TIS (refer to Exhibit "E"), shall be as follows:

(a) Prior to issuance of the first vertical building permit for the Sutter Medical Office Building on the Subject Property, but no later than October 1, 2025, Developer shall deposit with City the amount of $1,445,000 from which City shall cover the costs of design, utility relocation, construction costs, and City-selected consultant to oversee and manage Public Improvements covered under Section 2.2(a) through (g).

(b) City shall provide Developer written monthly invoices identifying costs reimbursed from the advanced deposit and providing backup documentation as necessary to allow Developer to verify costs.

(c) In the event that the advanced deposit in Section 2.5(a) and any and all additional fair share contributions under Section 2.5(d) fall below $150,000, Developer shall deposit with City an additional amount of $2,155,000 within thirty (30) days of written notice from City. The total cost of the Public Improvements identified in Section 2.2(a) through (g) is estimated to be $3,600,000 as identified in Exhibit "G". In the event that actual costs exceed this amount, Developer shall reimburse City for the costs within thirty (30) days of receipt of a written invoice from City.

(d) Developer and City agree that the Public Improvements addressed in this Section 2.5 may abate level of service deficiencies for additional developable real property as identified in Exhibit "H." To the extent that an environmental report prepared consistent with the California Environmental Quality Act or a traffic study

concludes that the Public Improvements addressed in this Section 2.5 abate level of service deficiencies for any project on real property identified in Exhibit "H," to the fullest extent allowed by law, City shall use best efforts to require any such project to contribute its fair share toward the Public Improvements addressed in this Section 2.5. Such fair share contribution shall be calculated utilizing an objective formula based on the anticipated daily trips for the Subject Property and anticipated daily trips for the additional project(s). To the extent City has collected such fair share contributions, any and all such fair share contributions shall be applied to the cost of the Public Improvements covered under this Section 2.5 before additional payment is required from Developer under Section 2.5(c). If no such fair share contributions have been collected by City, Developer shall make the additional deposit as required by Section 2.5(c) and will then be reimbursed upon City's collection of any such fair share contributions.

(e) Within ninety (90) days of completion of the Public Improvements addressed in this Section 2.5, City shall refund Developer any excess funds from the funds Developer advanced under Section 2.5(a) and any excess funds from any and all fair share contributions under Section 2.5(c). In the event a fair share contribution toward the improvements covered under this Section 2.5 is received after completion, City shall reimburse Developer within thirty (30) days of receipt of the fair share contribution. Completion of the improvements shall not relieve City of its obligation to impose and collect fair share contributions for any project identified in Exhibit "H" and reimburse Developer the fair share contribution(s) collected. Under no circumstances shall City retain any funds advanced by Developer or any fair share contributions under Section 2.5(c) for any costs other than those identified in Section 2.5(a). The provisions of this section shall extend beyond the termination or expiration of this Agreement.

(f) Developer's contributions under this Section 2.5 shall be deemed to fully comply with Condition of Approval 42 and the abatements identified in Section 7.0 of the TIS. Developer shall not be required to make any contribution for the Public Improvements required under Condition of Approval 42 that exceeds the terms of this Section 2.5.

2.6 Funding Obligations for Pedestrian Overcrossing. Consistent with Condition of Approval 43, Developer's obligation to contribute its fair share toward the Pedestrian Overcrossing shall be as follows:

(a) The Preliminary Area for the Pedestrian Overcrossing based on preliminary design is depicted in Exhibit "C". In developing the final design for the Pedestrian Overcrossing, Developer and City shall meet and confer to discuss the design and location of the Pedestrian Overcrossing and, if the design of the Pedestrian Overcrossing is anticipated to terminate at the Subject Property or other property owned by Developer, City and Developer shall ensure that such design does not negatively impact Developer's improvements on the Subject Property or other property owned by Developer and Developer shall approve the design as it relates to the Subject Property or other property owned by Developer, which approval shall not be unreasonably withheld. If the final design exceeds the area depicted on Exhibit "C", it is presumed to negatively impact Developer's improvements and Developer shall have no obligation to approve a design that exceeds the area depicted in Exhibit "C".

(b) After Developer approval of final design as it relates to the Subject Property, Developer shall provide an irrevocable offer of dedication, as that term is used in Chapter 16.32 of the Folsom Municipal Code and Section 66475 of the Government Code, for such real property as reasonably necessary to accommodate footings and/or foundations for the Pedestrian Overcrossing. The fair market price for the dedicated land shall be determined by an independent third-party appraiser mutually selected by City and Developer and such fair market price shall be credited against Developer's maximum contribution for the Pedestrian Overcrossing. In the event the fair market price exceeds $2,500,000, Developer shall not be obligated to make any further contribution toward the Pedestrian Overcrossing.

(c) Upon City issuance of a Request for Proposals for design, engineering services, and environmental clearance, the Developer shall within thirty (30) days of written notice from City advance $1,000,000 to the City to cover the cost of these services and staff time. If the amount of funds falls below $150,000, Developer shall deposit with the City the remaining amount of $1,500,000 minus the fair market value of the dedicated real property and cost of the third-party appraiser under Section 2.6(b) within thirty (30) days of written notice from City. In no event shall Developer be required to contribute more than $2,500,000 for the Pedestrian Overcrossing, inclusive of the value of real property dedicated for the Pedestrian Overcrossing and the cost of appraisal for such real property. City shall be solely responsible for all maintenance and repairs of the Pedestrian Overcrossing.

(d) City shall utilize the funds advanced under Section 2.6(c) solely for the costs of the Pedestrian Overcrossing incurred for the design, environmental review under CEQA and NEPA, and construction. If the costs of the design, environmental review, and construction are less than the costs advanced under Section 2.6(c), City shall reimburse Developer any remaining funds within thirty (30) days of the last City approval or acceptance required for the design, environmental review, and construction of the Pedestrian Overcrossing. Developer's reimbursement rights pursuant to this Section 2.6(d) shall survive the termination of this Agreement pursuant to Section 3.7 below.

(e) Developer's compliance with this Section 2.6 shall be deemed to fully comply with Condition of Approval 43 and Developer shall not be required directly or indirectly to make any contribution for the Pedestrian Overcrossing that exceeds the terms of this Section 2.6.

2.7 **Cost Estimates**. Developer has caused completion of and provided to City cost estimates for all of the required Public Improvements in Section 7.0 of the TIS excluding the Pedestrian Overcrossing and those improvements to be undertaken by Developer (refer to Section 2.4(a)). City has reviewed and accepted those conceptual costs in determining initial contributions provided for in this Agreement as shown in Exhibit "G".

2.8 **Schedule**. City shall complete construction of all Public Improvements described in Section 2.4(b), with the exception of the Pedestrian Overcrossing, within five (5) years of the Effective Date unless prevented by delays unavoidably caused by other governmental authorities, right of way acquisition, environmental clearance and compliance, or utilities ("Governmental Delay"). The occurrence of a Governmental Delay shall only extend the time within which City must complete construction for a period equal to the period of delay caused by the Governmental Delay plus reasonable post-Governmental Delay mobilization timeframes.

2.9 **No Liability of Developer**. By funding the Public Improvements described in Section 2.4(b) and the Pedestrian Overcrossing as described herein, Developer shall not be held responsible or liable to City, its employees, contractors, or consultants, or any other third party in any way for any claims related to or arising out of the design, construction, maintenance, or use of the Public Improvements described in Section 2.4(b) or the Pedestrian Overcrossing.

ARTICLE 3

DEFAULT AND TERMINATION

3.1 Default-General Provisions. Subject to extensions of time by mutual consent in writing, material failure or material delay by any party or Landowner not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged material default or material breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than sixty (60) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such sixty (60) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the sixty (60) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to California Government Code section 65868 and any regulations of City implementing said Government Code section as well as Section 3.6 of this Agreement. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by City within sixty (60) calendar days in the manner set forth in Government Code sections 65865, 65867 and 65868 and City regulations implementing said sections.

Following consideration of the evidence presented in said review before City, any party alleging the default by the other party or Landowner may give written notice of termination of this Agreement to the other party, provided, however, a Landowner may only give such notice with respect to such portion of the Subject Property in which Landowner owns an interest.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1. If any party or Landowner determines that a party or Landowner is in material default following the completion of the normally scheduled periodic review, said party or Landowner may give written notice of default of this Agreement specifying in said notice the alleged nature of the default and potential actions to cure said default where appropriate, and shall specify a reasonable period of time in which such alleged default is to be cured. If the alleged default is not cured in sixty (60) days or within such longer period specified in the notice, or the defaulting party or Landowner waives its right to cure such alleged default, this Agreement may be terminated by City as to Developer or Landowner and the property in which Developer or Landowner owns an interest.

3.2 Default by Developer/Withholding of Building Permit. City has the right an may, at its discretion, stop and discontinue any work with respect to the Public Improvements and/or the Pedestrian Overcrossing, and refuse to issue a building permit for any structure within the geographical confines of the Subject Property, as the same is defined at the time of said application, if Developer or Landowner thereof has materially failed and refused to complete any requirement applicable to said building permits or this Agreement. Written notice of such material failure shall be provided to Developer or Landowner. This remedy shall be in addition to any other remedies provided for by this Agreement or by law for the purpose of this Agreement. Failure by Developer or Landowner to reserve or dedicate any property pursuant to the Collective Standards, or to pay fees, charges, and reimbursements as they become due under the Collective Standards, shall constitute a separate material default by Developer and/or Landowner.

3.3 Developer Default Limited to Property/Entity; Separate Obligations of Owners. No default hereunder in performance of a covenant or obligation with respect to a particular portion of the Subject Property shall constitute a default applicable to any other portion of the Subject Property not owned by the defaulting party, and any remedy arising by reason of such default shall be applicable solely to the portion of property where the default has occurred and any other portions of the Subject Property owned by

the defaulting party. Similarly, the obligations of Developer and Landowner shall be several and no default hereunder in performance of a covenant or obligation by any one of them shall constitute a default applicable to any other owner who is not affiliated with such defaulting owner, and any remedy arising by reason of such default shall be solely applicable to the defaulting owner and the portion of the Subject Property owned thereby.

3.4 Default by City. In the event City has materially failed to complete the Public Improvements addressed herein, or City otherwise defaults under the terms of this Agreement as provided for in Section 3.1, Developer or Landowner shall not be obligated to make any additional payments under this Agreement. Under no circumstances shall Developer's ability to proceed with development of the Subject Property, including receipt of all permits necessary for construction and occupancy, be delayed or withheld due to City's unreasonable delay in completing the Public Improvements or Pedestrian Overcrossing. It is acknowledged by the parties that City would not have entered into this Agreement if City were to be subject to or liable for damages – including monetary damages – under or with respect to this Agreement or the application thereof, or with respect to the Project. Developer, for itself and its successors, transferees, assignees, and subsequent purchasers of the Subject Property, including but not limited to the Landowner, expressly waives the right to seek damages, including monetary damages, against the City or its officers, agents and employees, for any default or breach of this Agreement. The parties further acknowledge that damages are not a remedy under this Agreement and therefore, Developer, on behalf of itself and its successors, transferees, assignees, and subsequent purchasers of the Subject Property including but not limited to the Landowners covenants and agrees not to sue or claim any damages, including monetary damages, for any purported breach of this Agreement by City.

3.5 Cumulative Remedies of Parties. In addition to any other rights or remedies, and subject to Section 3.4 above, City, Developer and any Landowner may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein (including, without limitation, the timely processing and approval of any City Approvals), to enjoin any threatened or attempted violation of the provisions of this Agreement or enforce by specific performance the obligations and right of the parties to this Agreement, or to obtain any other available remedy. Developer acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract, except as permitted in the Development Agreement Statute. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the City and its officers, agents, and employees in this regard. Venue for all legal actions shall be in the Superior Court of the County of Sacramento, State of California.

3.6 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any party or Landowner hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, terrorist acts, vandalism, floods, earthquakes, fires, shortages or unavailability of materials, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, or new or supplementary environmental regulation enacted by the state or federal government or litigation. This Agreement shall be modified as mutually agreed upon by the Parties as needed to comply with conflicting state or federal law or regulations, however; the remaining portion of the Agreement not in conflict with said state or federal law or regulations shall remain in full force and effect.

3.7 Termination. This Agreement shall automatically terminate upon the expiration of the Term, or with respect to any parcel may be terminated at the election of Developer or Landowner, as the case may be, when receiving a Certificate of Occupancy or final inspection, whichever is applicable, for a building within a parcel, by giving written notice to City of its election to terminate this Agreement for such

parcel, provided that all improvements which are required to serve the parcel have been accepted by City and all other conditions of approval applicable to said parcel have been met, including but not limited to the funding obligations in Sections 2.5 and 2.6 of this Agreement. Upon termination of this Agreement, or within thirty (30) days of receipt of written notice of the election of Developer or Landowner to terminate as provided in this Section, City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

3.8 Effect of Termination on Developer Obligations. Termination of this Agreement as to Developer of the Subject Property or any portion thereof shall not affect any of Developer's obligations to comply with the City General Plan and the terms and conditions of any applicable zoning, or subdivision map or other land use entitlements approved with respect to the Subject Property nor shall it affect any other covenants or any other development requirements specified in this Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

3.9 Effect of Termination on City. Upon any termination of this Agreement as to Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination to the extent of vesting provided for in this Agreement (provided that the parties understand and agree that the vesting of such entitlements, conditions or fees may already have been established for such property pursuant to the then existing planning and zoning law or common law), and City shall no longer be limited, by this Agreement, to make any changes or modifications to such entitlements, conditions or fees applicable to such property.

3.10 Third Party Beneficiary. Except as expressly provided in this Agreement, no person or entity not a party to this Agreement may claim any benefit, or be deemed or adjudicated to be a third party beneficiary, under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the dates set forth below.

CITY OF FOLSOM,
a Municipal Corporation

Dated: _____, 2025

By: _____
Mayor

BROADSTONE CROSSING PHASE II, LLC, a California limited liability company

By: _____

Dated: _____, 2025

_____
PRINT NAME

ELLIOTT HOMES, INC., an Arizona Corporation

By: _____
Harry Elliott III

Dated: _____, 2025

Its: President

APPROVED AS TO CONTENT:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTESTS:

_____
Finance Director

_____
City Clerk

_____
Director of Community Development

_____
Director of Public Works

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.
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 consultant. 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."

LIST OF EXHIBITS

Exhibit "A"	Subject Property
Exhibit "B"	Intentionally Deleted
Exhibit "C"	Preliminary Area for Pedestrian Overcrossing
Exhibit "D"	Conditions of Approval
Exhibit "E"	Transportation Impact Study
Exhibit "F"	Assumption Agreement
Exhibit “G”	Estimated Costs of Public Improvements
Exhibit “H”	Parcels Potentially Subject to Fair Share Contribution

EXHIBIT "A"

SUBJECT PROPERTY

EXHIBIT “A”
LEGAL DESCRIPTION
PAGE 1 OF 1

All that certain real property situate in the City of Folsom, County of Sacramento, State of California, more particularly described as follows:

Parcel 2, as said parcel is shown and so designated on that certain Parcel Map entitled, “Broadstone Villas” filed in Book 247 of Parcel Maps, Page 10, Sacramento County Records.

EXHIBIT "B"

INTENTIONALLY DELETED

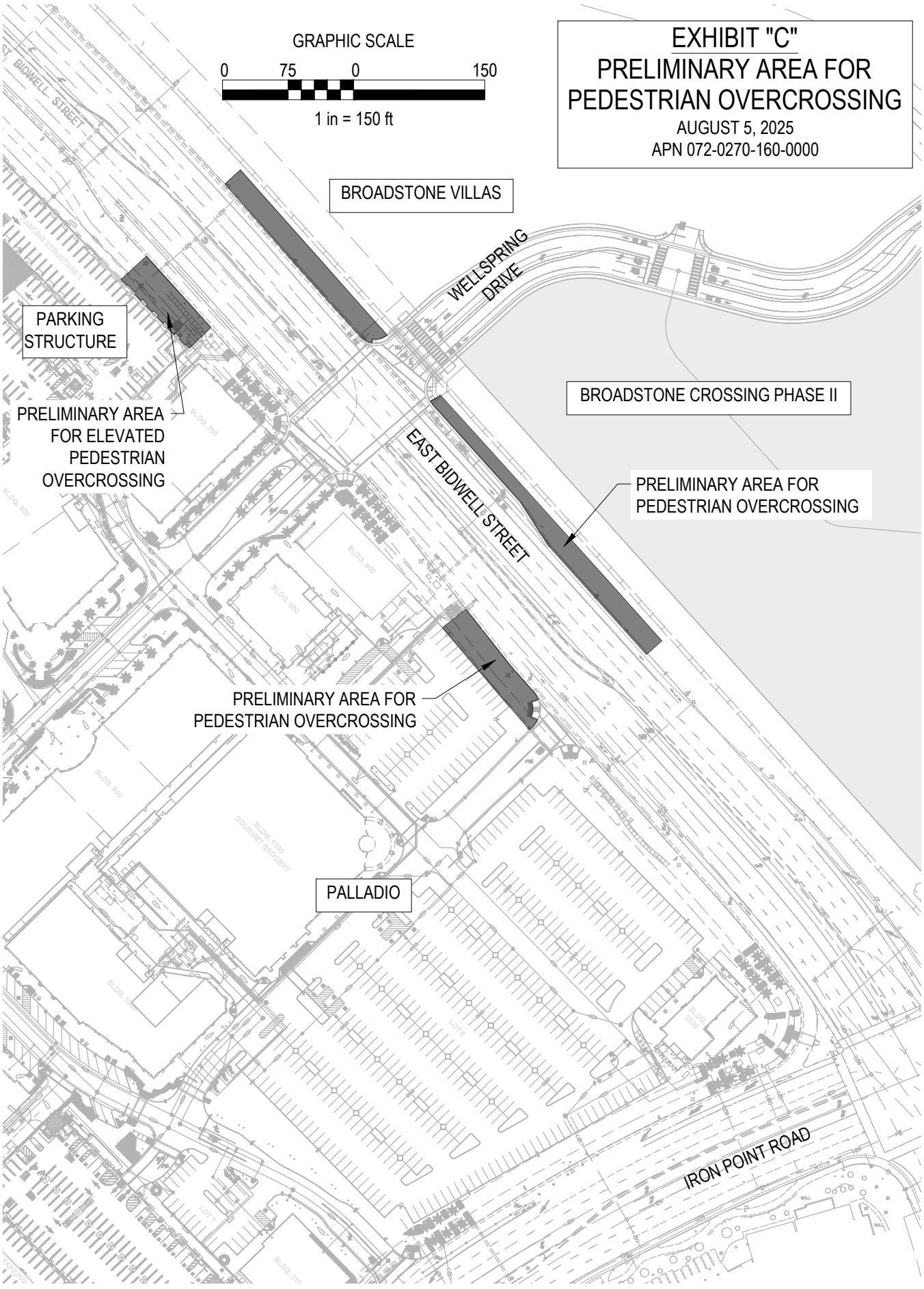
EXHIBIT "C"

PRELIMINARY AREA FOR PEDESTRIAN OVERCROSSING

EXHIBIT "C"
PRELIMINARY AREA FOR PEDESTRIAN OVERCROSSING

AUGUST 5, 2025

APN 072-0270-160-0000



Dwg: X:\2022\22-0091-01 (BROADSTONE CROSSING PHASE II)\DOCS\DA REVIEW\DA EXHIBITS- BROADSTONE CROSSING PHASE 2 (M&P).DWG | Saved: 08-06-25 12:42pm SPEDERSEN

EXHIBIT "D"

CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
GENERAL REQUIREMENTS				
1.		***Final Development Plans and Recorded Map*** The owner/applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below: 1. Vesting Tentative Parcel Map, dated September 8, 2023 2. Preliminary Site Plan, dated January 22, 2024 3. Preliminary Grading and Drainage Plan, dated January 22, 2024 4. Preliminary Utility Plan, dated January 22, 2024 5. Preliminary Landscape Plans, dated September 8, 2023 6. Preliminary Lighting Plan, dated January 22, 2024 7. Preliminary Access and Circulation Plan, dated January 22, 2024 8. Preliminary Phasing Plan, dated January 22, 2024 9. Building Elevations and Renderings, dated January 22, 2024 10. Floor and Roof Plans, dated January 22, 2024 11. Color and Materials Board, dated November 20, 2024 12. Master Sign Program, dated April 30, 2024 The Vesting Tentative Parcel Map and Planned Development Permit are approved for the development of a 200,840-square-foot office complex (Broadstone Crossing Phase II). Implementation of the project shall be consistent with the above-mentioned items and these conditions of approval.	G, I, M, B	CD (P)(E)
2.		***Community Development Department Subsequent Review*** Building plans, and all civil engineering, improvement, 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, B	CD (P)(E)(B)

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
3.		***90-Day Protest Period*** The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code Section 66020, the applicant will be legally barred from later challenging such exactions.	OG	CD (E)(P)
4.		***Validity*** The project approvals granted under this staff report (Vesting Tentative Parcel Map and Planned Development Permit) shall remain in effect for two years from the final date of approval (expiration date: November 20, 2026). If a building permit is not issued within the identified time frame and/or the applicant has not demonstrated substantial progress towards the development of the project, this approval shall be considered null and void. An extension to the identified time frame may be granted by the Planning Commission. If after approval of this project, a lawsuit is filed which seeks to invalidate any approval, building permit, or other construction permit or entitlement required in connection with any of the activities or construction authorized by the project approvals, or to enjoin the development contemplated herein, or to challenge the issuance by any governmental agency of any environmental document or exemption determination, the project approvals shall be tolled during the time that any litigation is pending, including any appeals.	OG	CD (P)

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
5.		***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. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur: • The City bears its own attorney's fees and costs; and • The City defends the claim, action or proceeding in good faith 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 the site development proceeds and/or a Parcel Map is ultimately recorded with respect to this project.	OG	CD (E)(B) PW, PR, FD, PD
DEVELOPMENT COSTS AND FEE REQUIREMENTS				
6.		***Applicable Taxes, Fees, and Charges*** The owner/applicant shall pay all applicable taxes, fees and charges for the project at the rate and amount in effect at the time such taxes, fees and charges become due and payable.	OG	CD (P)(E)
7.		***Existing Assessments*** If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	OG	CD (E)

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
8.		***Use of Outside Legal Counsel and Consultants*** 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.	OG	CD (P)(E)
9.		***Special Study Reimbursement*** If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the applicant shall reimburse the City for actual costs it incurs in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of mapping documents, building plans, improvement plans, or beginning inspection, whichever is applicable.	G, I, M, B	CD (P)(E)
10.		***Development Impact Fees*** This project shall be subject to all applicable City-wide development impact fees, unless exempt by previous agreement. This project shall be subject to all applicable City-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, fees for fire protection, park facilities, park equipment, Humbug-Willow Creek Parkway, Light Rail, Transportation Systems Management (TSM), capital facilities and traffic impacts. The 90-day protest period for all fees, dedications, reservations or other exactions imposed on this project will begin on the date of final approval (November 20, 2024). The fees shall be calculated at the fee rate in effect at the time of building permit issuance.	B, M	CD (P), PW, PK

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
11.		***School District Fees*** The owner/applicant agrees to pay to the Folsom-Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with Section 65970) of the Government Code; and Sections 65995, 65995.5 and 65995.7 of the Government Code.	B	CD (P)
MAP REQUIREMENTS				
12.		***Landscaping and Public Utility Easements*** The owner/applicant shall dedicate a 20-foot Landscape Easement and 12.5-foot Public Utility Easement along the Cavitt Drive property frontage, a 30-foot Landscape Easement and 12.5-foot Public Utility Easement (overlapping) along the Iron Point Road and Kilrush Drive property frontage, and a 20-foot Landscape Easement and 15-foot Public Utility Easement (overlapping) along the western property boundary (East Bidwell Drive-facing) on the Parcel Map. Public Utility Easement width may be reduced with Public Utility company approval.	M	CD (E)
13.		***Reciprocal Easements*** The owner/applicant shall dedicate all reciprocal easements for reciprocal driveway access, parking, landscaping, lighting, drainage, sanitary sewer, trash/recycling, water, and fire protection systems on the Parcel Map.	M	CD (E)
14.		***Private Easements*** The owner/applicant shall dedicate private easements for utilities, drainage, water, and sanitary sewer on the Parcel Map.	M	CD (E)
15.		***Map Submittal Requirements*** Prior to recordation of the Parcel Map, the Parcel Map shall be submitted to the Community Development Department for review to ensure conformance with relevant codes, policies and other requirements of the Folsom Municipal Code.	M	CD (E)

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
16.		***Deferred Improvement Agreement*** Prior to the recording of the Parcel Map, the owner/applicant shall enter into a deferred improvement agreement with the City, identifying public improvements, if any, to be constructed with each phase. The owner/applicant shall provide security acceptable to the City, guaranteeing construction of the improvements.	M	CD (E)
17.		***School District*** Upon recordation of the Parcel Map, the owner/applicant shall provide the Folsom-Cordova Unified School District with a copy of the recorded Parcel Map.	I	CD (P)
18.		***Digital Copy of Recorded Map*** Upon recordation of the Parcel Map, the owner/applicant shall provide a digital copy of the recorded Final Map (in both PDF and AutoCAD format) to the Community Development Department.	M	CD (E)
SITE DEVELOPMENT REQUIREMENTS				
19.		***Geotechnical Report*** Prior to the issuance of any grading, improvement permit, and/or building permit, the owner/applicant shall have a geotechnical report prepared by an appropriately licensed engineer that includes an analysis of site suitability, proposed foundation design for all proposed structures, and roadway and pavement design. The geotechnical report shall be inclusive of any proposed wall calculations. The report and calculations are subject to review and approval by the Community Development Department.	G, B	CD (E)
20.		***Compliance with Standard Specifications*** 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 current edition of the City of Folsom *Standard Construction Specifications* and the *Design and Procedures Manual and Improvement Standards*.	I, B	CD (P)(E)
21.		***Improvement Plan Review*** The improvement plans for the required public and private improvements shall be reviewed and approved by the Community Development Department prior to issuance of a building permit for the project.	B	CD (E)

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
22.		***Replacement of Damaged 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.	OG	CD (E)
23.		***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 fully executed by all affected parties and shall be recorded with the Sacramento County Recorder, where applicable, prior to approval of grading and/or improvement plans.	G, I	CD (E)
24.		***Reimbursement for Public Improvements*** Any reimbursement for public improvements constructed by the applicant shall be in accordance with a formal reimbursement agreement entered into between the City and the owner/applicant prior to approval of the improvement plans.	I	CD (E)
25.		***Retaining Walls and Seat Walls***. The final location, design, height, materials, and colors of all retaining walls and seat walls shall be subject to review and approval by the Community Development Department to ensure consistency with the Broadstone Unit No. 3 Specific Plan and the Broadstone Crossing II Planned Development Permit (MSTR23-00143).	G, I	CD (E)
26.		***State and Federal Permits*** The owner/applicant shall obtain all required State and Federal permits and provide evidence that said permits have been obtained, or that the permit is not required, subject to staff review prior to approval of any grading or improvement plan.	G, I	CD (P)(E)

CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143) NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT				
Condition No.		**Condition of Approval**	**When Required**	**Responsible Department**
27.		***Required Improvements*** Required public and private improvements, including but not limited to street and frontage improvements on Kilrush Drive, East Bidwell Street, Cavitt Drive, and Iron Point Road, shall be completed to the satisfaction of the City of Folsom prior to the first issuance of a Certificate of Occupancy.	O	CD (E)
28.		***Vertical Curb*** All curbs located adjacent to landscaping, whether natural or manicured, and where parking is allowed shall be vertical except as approved by the Community Development Department.	I	CD (P)(B)

ARCHITECTURE/SITE DESIGN REQUIREMENTS				
29.		***Architectural Requirements*** The project shall comply with the following architecture and design requirements: 1. This approval is for a three-story, 106,500-square foot medical office building (MOB) associated with the Broadstone Crossing Phase II project. The applicant shall submit building plans that comply with this approval and the attached building elevations and color renderings dated January 22, 2024. 2. The design, materials, and colors of the proposed three-story medical office building (MOB) shall be consistent with the submitted building elevations, color renderings, materials samples, and color scheme to the satisfaction of the Community Development Department. 3. Brick pavers or another type of colored masonry material (ADA compliant) shall be used to designate pedestrian crosswalks on the project site, in addition to where pedestrian paths cross drive aisles to the satisfaction of the Community Development Department. 4. Roof-mounted mechanical equipment, including satellite dish antennas, shall not extend above the height of the parapet walls. Ground-mounted mechanical equipment shall be shielded by landscaping or trellis type features. 5. Final exterior building and site lighting plans shall be submitted for review and approval by Community Development Department for location, height, aesthetics, level of illumination, glare and trespass prior to the issuance of any building permits. Lighting shall be designed to be shielded and directed downward onto the project site and away from adjacent properties and public rights-of-way. Lighting shall be equipped with a timer or photo condenser.	B	CD (P)

30.		***Subsequent Design Review*** The remaining 48,840 square foot and 45,500 square foot office buildings are required to obtain Design Review approval from the Planning Commission at a future date before building permits may be issued.	B	CD (P)
31.		***Signage Requirements*** A maximum of four monument signs are permitted for the project including one monument sign at the project entrance on Kilrush Drive, one monument sign at the project entrance on Iron Point Road, one at the northwest corner of East Bidwell Street and Iron Point Road, and one at the southeast corner of East Bidwell Street and Kilrush Drive. The final location, height, size, and design of the monument signs and the wall-mounted signs are subject to review and approval by the Community Development Department to ensure consistency with the requirements of the Uniform Sign Criteria, the Folsom Municipal Code (FMC, Section 17.59.040 D), and the Broadstone Crossing II Master Sign Program (MSTR23-00143). In addition, the owner/applicant shall obtain a sign permit prior to installation of any monument signs or wall-mounted signs.	B	CD (P)
32.		***Site and Building Lighting*** Final exterior building and site lighting plans shall be submitted for review and approval by Community Development Department for location, height, aesthetics, level of illumination, glare and trespass prior to the issuance of any building permits. All lighting, including but not limited to free-standing parking area lights, landscape/walkway lights, and building-attached lights shall be designed to be screened, shielded, and directed downward onto the project site and away from adjacent properties and public rights-of-way. The final design of the building-attached lights shall be subject to review and approval by the Community Development Department. Lighting shall be equipped with a timer or photo condenser. In addition, pole-mounted parking lot lights shall utilize a low-intensity, energy efficient lighting method.	I, B	CD (P)

LANDSCAPE REQUIREMENTS				
33.		***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. Landscaping 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. The owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions on all landscaping in the Broadstone Crossing Phase II project.	I, OG	CD(P), PW
34.		***Landscape Maintenance*** The owner/applicant shall be responsible for on-site landscape maintenance throughout the life of the project to the satisfaction of the Community Development Department. Vegetation or planting shall not be less than that depicted on the final landscape plan unless tree removal is approved by the Community Development Department because the spacing between trees will be too close on center as they mature.	B, OG	CD (P)(E)

35.		***Tree Planting and Maintenance*** The final tree planting design shall incorporate appropriate species selection and placement to avoid infrastructure conflicts and monocultural issues to the satisfaction of the City Arborist. All irrigation and plant material shall be maintained in accordance with the approved as-built plans in perpetuity. Any requests by the property owner or manager to alter the approved landscape installation shall be subject to review and approval by the City Arborist.	I	CD (E)
36.		***Right of Way Landscaping*** Landscaping along all road rights of way shall be installed with the first phase of development if the project is developed in multiple phases to the satisfaction of the Community Development Department.	I, OG	CD (P), PW
37.		***Frontage Landscaping in JPA Corridor*** The project applicant shall be responsible for installation and maintenance of all frontage landscaping along the East Bidwell street frontage within the Joint Powers Authority (JPA) corridor.	O	PR, PW
TRIBAL AND CULTURAL RESOURCES REQUIREMENTS				
38.		**Accidental Discovery of Cultural Resources** In the event that cultural resources are exposed during ground-disturbing activities, construction activities shall be halted within 100-feet of the discovery. Cultural resources could consist of but are not limited to stone, bone, wood, or shell artifacts, or features including hearths, structural remains, or historic dumpsites. If the resources cannot be avoided during the remainder of construction, an archaeologist, who meets the Secretary of the Interior's Professional Qualifications Standards, shall be retained to assess the resource and provide appropriate management recommendations. If the discovery proves to be CRHR- or NRHP-eligible, additional work, such as data recovery excavation, may be warranted and shall be discussed in consultation with the Lead Agency.	DC	CD (P)(E)

39.		**Accidental Discovery of Human Remains** Although considered highly unlikely, there is always the possibility that ground disturbing activities during construction may uncover previously unknown human remains. In the event of an accidental discovery or recognition of any human remains, Public Resource Code (PRC) Section 5097.98 must be followed. Once project-related earthmoving begins and if there is a discovery or recognition of human remains, the following steps shall be taken: 1. There shall be no further excavation or disturbance of the specific location, or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains are Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in PRC Section 5097.98, or 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance: • The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission; • The descendent identified fails to make a recommendation; or The landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.	DC	CD (P)(E)

40.		**Management of Tribal Cultural Resources** Should any indications of possible tribal cultural resources (TCRs), such as cultural features, unusual amounts of bone or shell, or cultural belongings be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) shall be notified immediately. The appropriate oversight agency(ies) shall retain a tribal representative or Tribal Historic Preservation Officer (THPO) who shall assess the significance of the find by evaluating the resource to determine if it is a TCR as defined in Section 21074 of the Public Resources Code. If the resource is a TCR as defined in state law, and it would be subject to disturbance or destruction, the City shall consult with the THPO or their designee to determine the appropriate treatment before resuming construction activities at the TCR.	DC	CD (P)(E)
TRAFFIC, ACCESS, CIRCULATION, AND PARKING REQUIREMENTS				
41.		***Prepare Traffic Control Plan*** Prior to construction, a Traffic Control Plan for roadways and intersections affected by construction shall be prepared. The Traffic Control Plan shall designate haul routes and sites and comply with requirements in encroachment permits issued by the City, if applicable. The Traffic Control Plan to be prepared by the project construction contractor(s) shall, at minimum, include the following measures: • Maintaining the maximum amount of travel lane capacity during non-construction periods, possible, and advanced notice to drivers through the provision of construction signage and minimal disruption to the public. • Maintaining alternate one-way traffic flow past the lay down area and site access when feasible. • Heavy trucks and other construction transport vehicles shall avoid the busiest commute hours (7 a.m. to 8 a.m. and 5 p.m. to 6 p.m. on weekdays). • A minimum 72-hour advance notice of access restrictions for residents, businesses, and local emergency response agencies. This shall include the identification of alternative routes and detours to enable for the avoidance of the immediate construction zone. • A phone number and community contact for inquiries about the schedule of the construction throughout the construction period. This information will be posted on the project site and will be updated on a monthly basis. ***[Modified by Planning Commission at hearing.]***	G, I	CD (E)

42.		***Access and Circulation*** In accordance with the Broadstone Crossing Phase II Transportation Impact Study (TIS) dated November 12, 2024, prepared by T. Kear Transportation Planning & Management, Inc. and based on the recommendations of the City Engineer, the applicant/owner shall be responsible for the traffic, access, signal coordination, and circulation measures set forth in the TIS to the satisfaction of the Community Development Department: • The project shall be responsible for the geometric and signal timing improvements described in Abatement #1 and #2 in Section 7 of the TIS to address level-of-service and queueing deficiencies relative to General Plan policies. This work may be done as part of the project, or the improvement work may be paid for by the applicant/owner and included as part of the development agreement identified in Condition No. 43.	B, O	CD (E)
43.		***Fair Share Contribution to Pedestrian Overcrossing*** The applicant/owner shall execute a development agreement with City for a pedestrian overcrossing across East Bidwell Street located between Kilrush Drive and Iron Point Road prior to the issuance of the first building permit for the project based on the project's fair share contribution that includes the following commitments from the applicant/owner: • Payment for the design, • Payment for environmental review covering both CEQA and NEPA • Dedication of land necessary for a pedestrian overcrossing across East Bidwell from the project site to the Palladio. • The total cost for the applicant/owner contribution to the pedestrian bridge shall not exceed $2.5 million.	B, O	CD (E)
44.		***Vehicle and Bicycle Parking*** A minimum of 804 on-site vehicle parking spaces shall be provided for the project. Accessible parking spaces shall be placed at the main entrance to each building. A minimum of 60 bicycle parking spaces shall be provided for the project.	B	CD (E)

45.		***Railroad Crossings*** The owner/applicant shall cooperate with the City to obtain written approval from the Sacramento Placerville Transportation Corridor-Joint Powers Authority (SPTC-JPA) for any proposed crossings within the existing JPA corridor which parallels East Bidwell Street. The owner/applicant shall provide written approval from the SPTC-JPA, and as required by the Public Utilities Commission (PUC) to the City prior to construction of any improvements within the JPA corridor.	I	CD (P)(E), PW
DRY UTILITY REQUIREMENTS				
46.		***Coordination with Utility Agencies*** The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.).	OG	PR, PW
47.		***Dry Utility Connections*** Future dry utility connection services (electrical, gas, telephone, etc.) for new buildings shall be placed underground at the project site.	B	CD (E)
48.		***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.	I, O	CD (E)

49.		***SMUD Requirements*** a. SMUD has existing overhead 69kV facilities along E Bidwell St that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 95 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation. b. SMUD has existing underground 12kV facilities on the Southeast corner of the project site that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation. c. Structural setbacks less than 14-feet shall require the Applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained. d. Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property. e. In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal. f. SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. g. The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.). h. The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can	G, I, B, O	CD (E)

		be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-andConstruction-Services. i. The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD. j. The Applicant shall dedicate any private drive, ingress and egress easement, (and 10-feet adjacent thereto) as a public utility easement for (overhead and) underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads. k. The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface. l. The Applicant shall disclose existing or proposed 69 kV electrical facilities to future and/or potential owners.		
STORM WATER POLLUTION/CLEAN WATER ACT REQUIREMENTS				
50.		***Low Impact Development Controls*** This project is required to comply with the Sacramento Stormwater Quality Partnership's *2018 Stormwater Quality Design Manual*. The project will need to demonstrate compliance with respect to hydromodification management, peak flow attenuation, low impact development (LID) controls and treatment controls including full trash capture control.	OG	CD (E), PW
51.		***Litter Control*** During Construction, the owner/applicant shall be responsible for litter control and sweeping of all paved surfaces in accordance with City standards. All on-site storm drains shall be cleaned immediately before the commencement of the rainy season (October 15).	OG	CD (E)
52.		***Best Management Practices*** The storm drain swale or onsite 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 (RWQCB).	G, I	CD (E)

53.		***Erosion Control*** Erosion and sedimentation control measures shall be incorporated into construction plans. These measures shall conform to the City of Folsom requirements and the County of Sacramento *Erosion and Sedimentation Control Standards and Specifications* (current edition) and as directed by the Community Development Department.	G, I	CD (E)
54.		***Drainage Plans*** Prior to approval of improvement plans, the owner/applicant shall submit detailed drainage plans for evaluation by the City. Approved plans shall be implemented prior to project occupancy. The drainage plans shall include measures to minimize the total amount of additional surface runoff and to limit the flows released to off-site receiving waters to existing pre-development levels in accordance with the requirements of the City of Folsom Public Works Department.	G, I	CD (E)
55.		***Storm Water Pollution Prevention Plan*** Prior to issuance of grading permits, the owner/applicant shall obtain coverage under the State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity (Order 2009-0009-DWQ), including preparation and submittal of a project-specific Storm Water Pollution Prevention Plan (SWPPP) at the time the Notice of Intent (NOI) is filed. The project applicant shall also prepare and submit any other necessary erosion and sediment control and engineering plans and specifications for pollution prevention and control to the City of Folsom.	G, I	CD (E), PW
56.		***Modifications for Overland Release*** Final lot and building configurations may be modified to allow for overland release of storm events greater than the capacity of the underground system.	B	CD (E)

57.		***Sacramento-Yolo Mosquito & Vector Control District Requirements*** a. All stormwater and drainage features including but not limited to outfalls, catch basins, detention basins, and bioretention areas, shall be designed to be in compliance pursuant to the California Health and Safety Code (HSC 2060) to discourage or eliminate mosquito breeding". b. Ensure that any stormwater drainage features do not hold water for more than 72 hours and emergent vegetation is maintained to prevent mosquito breeding and harborage. (Please refer to the District's BMP manual SW-10). c. Construct shoreline perimeters of the planters as steep as possible to discourage dense plant growth. (Please refer to the District's BMP manual SW-1). d. Ensure that District staff have complete unobstructed access to conduct mosquito control activities in Broadstone Crossing Phase II and to all stormwater, bio-retention, and water quality planters.	B, OG	CD (E)
ENVIRONMENTAL AND WATER RESOURCE REQUIREMENTS				
58.		***Water Conservation*** The owner/applicant shall be subject to all requirements established by Folsom Municipal Code (FMC, Chapter 13.26, Water Conservation) relative to water conservation.	I, OG	CD (E), EWR
59.		***On-Site Water and Sewer*** The on-site water and sewer systems shall be privately owned and maintained. The fire protection system shall be separate from the domestic water system. The fire system shall be constructed to meet the National Fire Protection Association Standard 24. The domestic water and irrigation system shall be metered per City of Folsom *Standard Construction Specifications*.	I	CD (E)
60.		***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 meters within the project.	I	CD (E), EWR

61.		***Water Service*** Each parcel shall have an independent water service which does not encroach into any other parcel and connects directly to the right-of-way. Prior to the issuance of building permits, any water service which encroaches into another parcel shall be relocated in accordance with the City of Folsom *Standard Construction Specifications* and the *Design and Procedures Manual and Improvement Standards*.	I,G,B	CD (E)
62.		***Water, Sewer, and Drainage Studies*** The owner/applicant shall submit water, sewer and drainage studies to the satisfaction of the Community Development Department and provide sanitary sewer, water and storm drainage improvements with corresponding easements and quit claims, as necessary, in accordance with these studies and the current edition of the City of Folsom *Standard Construction Specifications* and the *Design and Procedures Manual and Improvement Standards*.	I	CD (E)
63.		***Water Service Connections*** Per City of Folsom Water Design Standards Section 16.4.O.2, a single water service connection from the distribution main shall be required to provide water service for each parcel. At the property line the single water service line for each parcel shall transition into a manifold for domestic, fire and landscape irrigation purposes (3 in total for the Broadstone Phase II Project). All domestic and irrigation points of connection shall be protected with a USC certified RPPA.	I,G,B	CD (E), EWR
64.		***Points of Connection*** If the proposed Medical Office Building is modified in the future to allow for overnight stays by patients, then a second point of connection will be required. In that event, then the second point of connection must either be located on Iron Point Road or on Kilrush Drive. The second point of connection will also be allowed to be placed within a Private Utility Easement and shall be clearly identified within the governing CCR's and subsequent mapping.	I,G,B	CD (E), EWR
65.		***Water Meters*** Water to the Office Building 1 and 2 shall have a meter bypass pipeline installed on the domestic water system in order to minimize water outages at each office building.	I,G,B	CD (E), EWR

66.		***Fire Water System*** The City will allow the 3 proposed parcels to share a fire water system. The fire system is required to be looped and have two separate points of connection and be recorded in a private utility easement and identified in the governing CCR's and subsequent mapping. All fire system points of connection shall be protected with USC certified RPDA's. Include in-line valves on the private fire system to provide isolation to the fire system in the event of a repair.	I,G,B	CD (E), EWR
67.		***Sewer Connections*** Per the City's Construction Specifications Section 18.7.F when sanitary sewer laterals are constructed as part of the new development improvements, a sewer service shall be constructed to each lot and shall not cross parcels. The City will allow a reduced requirement for this project through the use of a privately owned and maintained sewer later system. A single point of connection for all 3 parcels will be allowed at the corner of Iron Point Road and East Bidwell Street where there is an existing sewer stub. Any sewer service laterals that crosses another parcel shall be recorded within a private utility easement and shall be identified within the governing CCR's and subsequent mapping. All sewer that is publicly owned and maintained must be SDR-26 not SDR-35.	I,G,B	CD (E), EWR
68.		***Sewer Flushing Branch*** In place of a Sanitary Sewer Manhole (SSMH), the applicant shall install a sewer flushing branch at the property line.	I,G,B	CD (E), EWR
69.		***SacSewer Requirements*** Before the issuance of a building permit, the applicant/owner must contact the SacSewer/Regional San Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid before the issuance of building permits.	B	CD (B)(E)
AIR QUALITY REQUIREMENTS				
70.		***Air Quality Permit*** In compliance with Rule 201 of the Sacramento Metropolitan Air Quality Management District (SMAQMD), the applicant/developer of the project shall verify with SMAQMD if a permit is required before equipment capable of releasing emissions to the atmosphere are used at the project site. The applicant/developer shall comply with the approved permit or provide evidence that a permit is not required.	G, I, B	CD (P)(E)(B)

71.		***Low VOC Architectural Coatings*** In compliance with Rule 442 of SMAQMD, the applicant/developer of the project shall use architectural coatings that comply with the volatile organic compound content limits specified in the general rule.	G, I, B	CD (P)(E)(B)
72.		***Dust Control*** Dust generated on the project site shall be controlled by selective watering of exposed areas, especially during clearing and grading operations. All unpaved areas of the project site that are being graded, excavated or used as construction haul roadways shall be sprayed with water as often as is necessary to assure that fugitive dust does not impact nearby properties. Stockpiles of soil or other fine materials being left for periods in excess of one day during site construction shall be sprayed and track walked after stockpiling is complete.	G, I, B	CD (P)(E)(B)
73.		***Exposed Surfaces*** Paving shall be completed as soon as is practicable to reduce the time that bare surfaces and soils are exposed. In areas where construction is delayed for an extended period of time, the ground shall be revegetated to minimize the generation of dust.	G, I, B	CD (P)(E)(B)
74.		***Street Sweeping*** Street sweeping shall be conducted to control dust and dirt tracked from the project site onto any of the surrounding roadways. Construction equipment access shall be restricted to defined entry and exit points to control the amount of soil deposition.	G, I, B	CD (P)(E)(B)

75.		***Fugitive Dust Control*** Control of fugitive dust is required by District Rule 403 and enforced by SMAQMD staff. The owner/applicant shall implement the following measures as identified by the SMAQMD: • 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 [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site. Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.	G, I, B	CD (P)(E)(B)

HAZARDOUS MATERIALS REQUIREMENTS				
76.		***Contaminated Soil Discovery*** Discovery of unknown contaminated soils during construction. If during construction, currently unknown contaminated soils are discovered (i.e., discolored soils, odorous, other indications), construction within the area shall be halted, the extent and type of contamination shall be characterized, and a clean-up plan shall be prepared and executed. The plan shall require remediation of contaminated soils. The plan shall be subject to the review and approval of the Sacramento County Environmental Management Department (SCEMD), RWQCB, the City of Folsom, or other agencies, as appropriate. Remediation can include in-situ treatment, disposal at an approved landfill, or other disposal methods, as approved. Construction can proceed within the subject area upon approval of and in accordance with the plan.	G, I, B	CD (P)(E)(B)
77.		***Naturally Occurring Asbestos*** This project is located in a geologic unit within the boundaries of the City of Folsom, which is likely to contain naturally occurring asbestos. The owner/applicant shall be required to obtain approval from the Sacramento Metropolitan Air Quality Management District (SMAQMD) prior to approval of any grading and/or construction on the project site. The owner/applicant shall provide to the Community Development Department a copy of the written approval from SMAQMD prior to approval of grading and/or site improvement plans.	G, I, B	CD (P)(E)(B)
GREENHOUSE GAS EMISSIONS REQUIREMENTS				
78.		***CALGreen*** The project shall comply with California Green Building Standards Code (CALGreen)	B	CD (B)

WASTE MANAGEMENT AND RECYCLING				
79.		***Waste and Recycling Service Requirements*** Each owner of real property within the project site shall be responsible for all municipal service charges and for providing waste enclosures that meet standard specifications to the satisfaction of the City of Folsom Waste and Recycling Division. If a commercial center with multiple property owners has an owner's association or other single entity named in a publicly recorded document to be responsible for common services, then that entity shall be responsible for all municipal service charges including waste and recycling and shall be responsible for all compliance obligations of the owners, and shall be subject to enforcement actions relating to waste and recycling. If a single named entity is responsible for a commercial center, then waste enclosures meeting standard specifications may be shared within the center so long as adequate capacity as determined by the Waste and Recycling Division is provided for the combined properties.	OG	PW
80.		***Trash/Recycling*** The final location, orientation, design, materials, and colors of the trash, recycling, and organics enclosures are subject to review and approval by the Community Development Department and in accordance with FMC 8.32.	B	CD (P)
81.		***Enhanced Construction Waste Diversion*** In accordance with the City General Plan GHG Reduction Measure SW-1, the project shall divert to recycle or salvage a minimum 65% of nonhazardous construction and demolition waste generated at the project site in accordance with Appendix A5 (Residential) of the as outlined in the California Green Building Standards Code (CALGreen 2019).	B	CD (B), PW
NOISE REQUIREMENTS				
82.		***Noise Requirements (Construction and Operational)*** Compliance with Noise Control Ordinance and General Plan Noise Element shall be required. Hours of construction operation shall be limited from 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays. No construction is permitted on Sundays or holidays. Construction equipment shall be muffled and shrouded to minimize noise levels.	I, B	CD (P)(E)

FIRE DEPARTMENT REQUIREMENTS				
83.		***All-Weather Access, Fire Hydrants, Fire Protection Devices, and Addressing*** • Commercial Fire-Flow with Automatic Fire Sprinkler System: The required fire-flow for the project is determined to be 750 GPM for three hours. The reduced fire-flow shall not be less than 1,000 GPM for commercial buildings with automatic sprinkler systems per Section 903.1.1 of the CFC, and shall not be less than 1,500 GPM for commercial buildings with automatic sprinkler systems per Section 903.3.1.2 of the CFC. • All public streets shall meet City of Folsom Street Standards unless an alternative is specifically included within this approval. 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 commercial buildings shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal. • Prior to the issuance of any improvement plans or building permits, the Community Development and Fire Departments shall review and approve all detailed design plans for accessibility of emergency fire equipment, fire hydrant flow location, and other construction features. • All fire protection devices shall be designed to be located on site: fire hydrants, fire department connections, post indicator valves, etc. cannot be used to serve the building. A water model analysis that proves the minimum fire flow will be required before any permits are issued. The fire sprinkler riser location shall be inside a Fire Control Room (5' X 7' minimum) with a full-sized 3'-0" door. This room can be a shared with other building utilities. The room shall only be accessible from the exterior.	G, I, B	CD (P), FD
84.		***Illuminated Addresses*** The building shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal.	I	FD

85.		***Fire Plan Review*** Prior to the issuance of any improvement plans or building permits, the Community Development and Fire Departments shall review and approve all detailed design plans for accessibility of emergency fire equipment, fire hydrant flow location, and other construction features.	I, B	FD
86.		***Fire Protection*** All fire protection devices shall be designed to be located on site: fire hydrants, fire department connections, post indicator valves, etc. off-site devices cannot be used to serve the building. A water model analysis that proves the minimum fire flow will be required before any permits are issued. The fire sprinkler riser location shall be inside a Fire Control Room (5' X 7' minimum) with a full-sized 3'-0" door. This room can be a shared with other building utilities. The room shall only be accessible from the exterior.	I, B	FD
87.		***Emergency Access*** All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material or vertical construction is allowed on site. 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.	I	FD
POLICE/SECURITY REQUIREMENT				
88.		***Police Requirements*** The owner/applicant shall consult with the Police Department in order to incorporate all reasonable crime prevention measures. The following security/safety measures shall be considered: • A security guard on-duty at all times at the site or a six-foot security fence shall be constructed around the perimeter of construction areas. • Security measures for the safety of all construction equipment and unit appliances. • Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting.	G, I, B	PD

MISCELLANEOUS REQUIREMENTS				
89.		***Property Management Association*** The owner/applicant shall form a Property Management Association, which shall be responsible for maintenance of all private drives, maintenance of all common areas, maintenance of all on-site landscaping, maintenance of private storm drain facilities, maintenance of water quality swales, maintenance of water quality ponds, maintenance of sanitary sewer improvements, and maintenance of any other on-site facilities throughout the life of the project to the satisfaction of the Community Development Department.	I, B, OG	CD (P)(E)
90.		***General Plan EIR Mitigation Measures*** The project shall be subject to the mitigation measures from the City's General Plan EIR as identified in the CEQA Guidelines Section 15183 Consistency Checklist for the project (Attachment 17).	I, G, B, O	CD (P)(E)

RESPONSIBLE DEPARTMENT		**WHEN REQUIRED**	
CD (P) (E) (B) (F)	Community Development Department Planning Division Engineering Division Building Division Fire Division	I	Prior to approval of Improvement Plans
		M	Prior to approval of Final Map
		B	Prior to issuance of first Building Permit
		O	Prior to approval of Occupancy Permit
		G	Prior to issuance of Grading Permit
PW	Public Works Department	DC	During construction
PR	Park and Recreation Department	OG	On-going requirement
PD	Police Department		

EXHIBIT "E"

TRANSPORTATION IMPACT STUDY

P23290

Broadstone Crossing Phase II Transportation Impact Study, and Local Transportation Study

Folsom, California

Prepared for:

City of Folsom

Helix Environmental, Inc., and

Elliott Homes

Prepared By

T. KEAR
TRANSPORTATION PLANNING & MANAGEMENT, INC.

Contact: Tom Kear PhD, PE,
tkear@tkearinc.com,
(916) 340-4811
www.tkearinc.com

Draft May 16, 2024
Revised Draft August 22, 2024
Final November 12, 2024

(This page intentionally left blank)

REVISION HISTORY

Date	Title	Comment
May 16, 2024	Draft TIS	Deterministic LOS calculations
Aug 22, 2024	Revised Draft TIS	Microsimulation and emphasis on pedestrian crossings of East Bidwell Street
November 6, 8, and 12 2024	Final TIS	Reduced 2029 turning movement forecast to reflect control totals from revised travel demand model, and revised abatement strategy accordingly. Addressed typo and repositioned recommended Conditions of Approval in the document to the Executive Summary.

EXECUTIVE SUMMARY

This Transportation Impact Study (TIS) identifies anticipated deficiencies and impacts of the proposed Broadstone Crossing Phase II project (Project) on the motorized and unmotorized transportation systems in Folsom, California. This study has been prepared on behalf of the City of Folsom, Helix Environmental Inc., and the Applicant (Elliott Homes). The City has provided extensive input on study assumptions, reviewed the resulting findings and abatement strategies, and had a third-party peer review of the study approach, assumptions, findings, abatements and recommended conditions of approval.

Project Description

The Project seeks a Tentative Parcel Map and Planned Development Permit for 94,340 square feet of business and professional office, and a 106,500 square foot medical office building. The business and professional office is split between two buildings (48,840 square feet and 45,500 square feet). The Project is located in the northeast quadrant of the East Bidwell Street and Iron Point Road intersection at 1565 Cavitt Drive on an 18.8-acre parcel (APN: 072-0270-160-000). The existing parcel will be split into three parcels with the Project, one for each building. Each parcel's parking supply will be independent of its neighbors, with a total of 858 parking spaces across the entirety of the Project. A vicinity map is provided as **Figure ES-1** and a preliminary site plan is provided as **Figure ES-2**.

Proposed access includes a full-service driveway from the extension of Kilrush Drive, and a right-in-right-out (RIRO) driveway at Iron Point Road. Frontage improvements on Iron Point Road are included to facilitate maintaining existing level-of-service at the East Bidwell Street/Iron Point Road intersection with the addition of anticipated Project traffic. Frontage improvements include (but are not limited to):

- A right-turn pocket on westbound Iron Point Road for the Project's RIRO driveway.
- A right-turn auxiliary lane/pocket on westbound Iron Point Road, between the Project's RIRO driveway and East Bidwell St.

These features are shown in the preliminary site plan provided by the applicant. Note that the site plan shows planned striping changes for the westbound approach to the East Bidwell St/Iron Point

Rd intersection to create a triple left. However, those changes have already been implemented by the City under a separate project and are incorporated into the Existing 2024 plus Abated Project scenarios and all Existing plus Planned and Approved Projects (EPAP) 2029 scenarios.

The Project is consistent with the underlying parcel's General Plan land use designation and zoning. The site is designated as "Community Commercial—East Bidwell Mixed-Use Overlay" by the General Plan and is zoned as C-2 (SP 95-1) (Central Business/Specific Plan-Broadstone). The business and professional office, and medical office, are allowed uses under existing zoning. Where a project is consistent with the General Plan and zoning, cumulative analysis is addressed by the General Plan cumulative transportation analysis. Accordingly, this scope of work only considers Existing 2024 and Existing plus Planned and Approved projects 2029 scenarios with and without the Project/Abated Project.

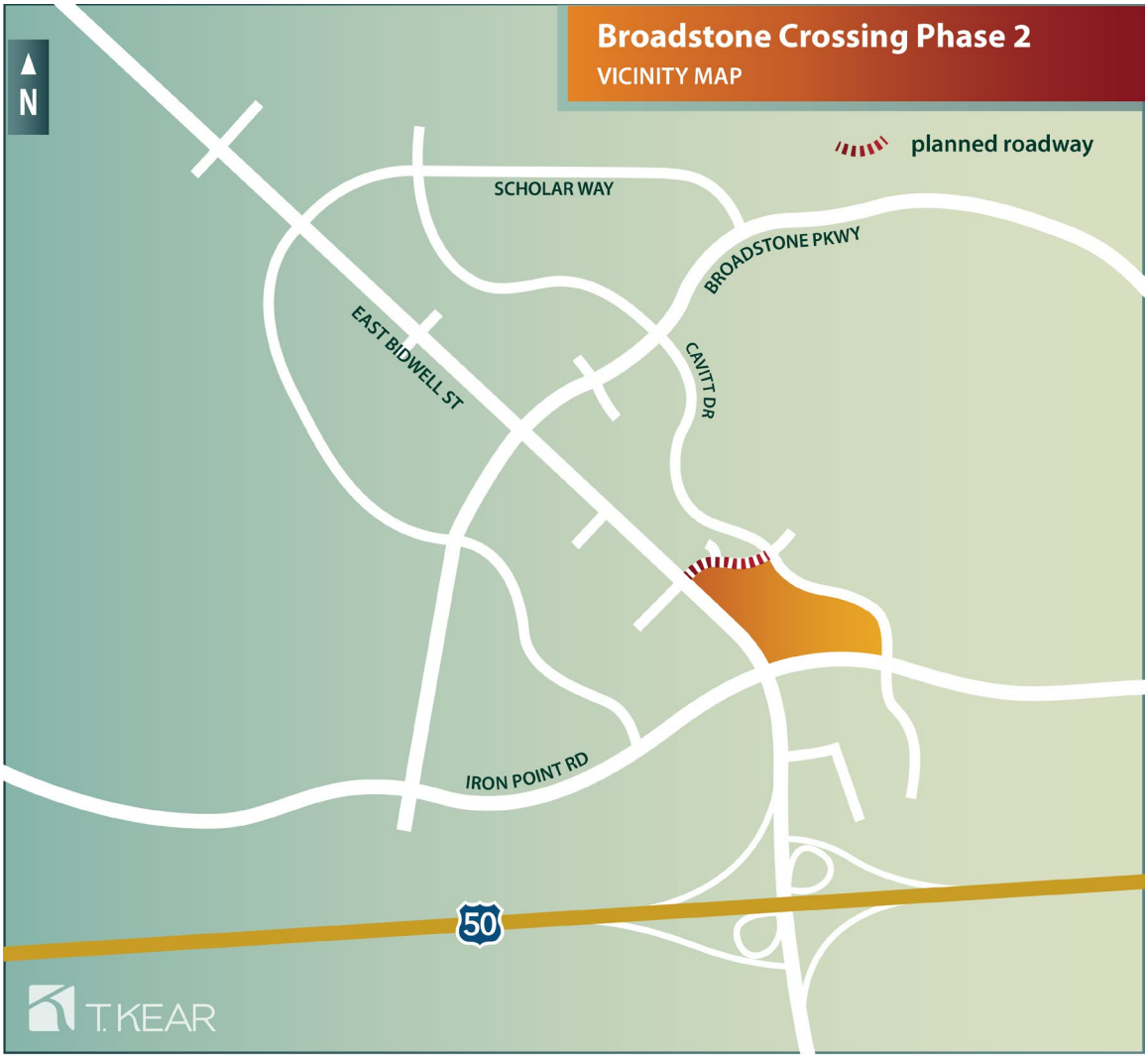


Figure ES-1. Broadstone Crossing Phase II vicinity map

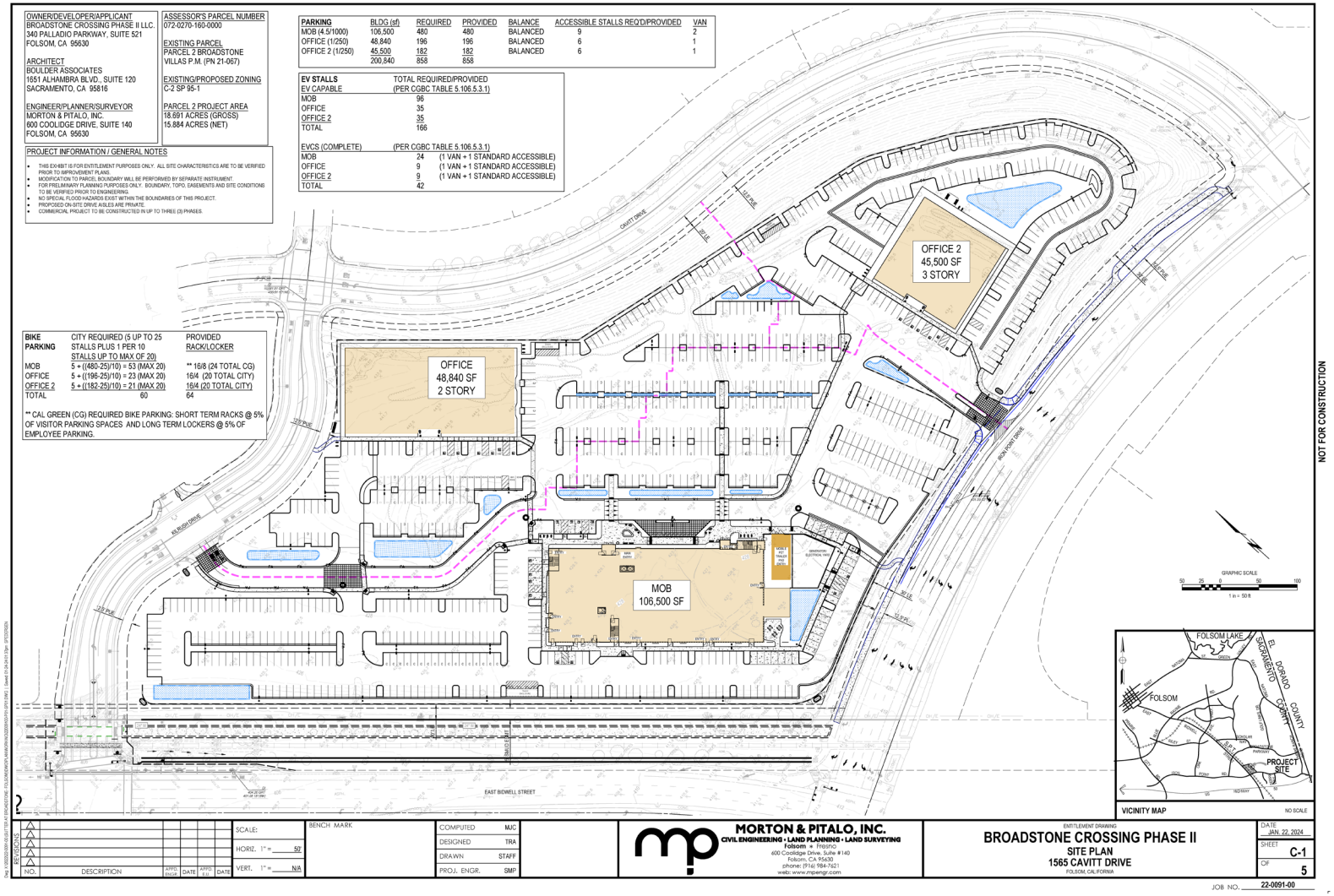


Figure ES-2. Preliminary site plan

Analysis Scope

The analysis considers all potential California Environmental Quality Act (CEQA) Vehicle Miles of Travel (VMT) impacts associated with the Project, highway operations related to the East Bidwell Street interchange at US50, and the Project's consistency with General Plan traffic operations (level-of-service) policy at Folsom intersections. Study intersections are shown in **Figure ES-3.** This transportation impact study considers four study scenarios:

- Existing 2024 without Project condition;
- Existing 2024 with Project condition;
- Existing plus Approved Projects (EPAP) 2029 without Project condition;
- EPAP 2029 with Project condition;

Cumulative 2035 analysis is not addressed by this analysis. It is industry practice and OPR guidance[1] to refer to existing program-level approvals for cumulative analysis when a project is consistent with the General Plan land use designation and zoning. Cumulative impacts are best described at the city-wide level through the General Plan's traffic analysis. The General Plan assumed land use for this parcel is described in Appendix D of the General Plan EIR[2]. The resulting Institute of Transportation Engineers (ITE) trip generation based on the adopted land use and zoning is 15,000 daily trips[3], which is approximately three times higher than the anticipated Project trip generation (5571 daily trips) reported later in **Section 5.2** of this report. The Project is consistent with the General Plan and zoning, so cumulative conditions have not been re-evaluated by this study.

[1] OPR (2023) Governor's Office of Planning and Research, 2023 CEQA handbook section 15168 (d)(2), online at https://www.califaep.org/docs/CEQA_Handbook_2023_final.pdf, accessed April 12, 2023.

[2] Folsom (2018) General Plan DEIR, Appendix D "Holding Capacity", online at: https://www.folsom.ca.us/home/showpublisheddocument/11553/637963489487330000, accessed April 11, 2023.

[3] 2035 General Plan (GP) DEIR land use/trip generation assumptions for APN: 072-0270-160-000

Use	Weight	Amount (ksf)	ITE LU	Description	Daily trips
Retail	30%	86.0	820	Shopping Center	3183
Service	15%	43.0	941	Quick Lub Vehicle Shop	2992
Office	10%	28.7	710	Office	311
Other	10%	28.7	820	Shopping Center	1062
Medical	10%	28.7	720	Medical Office	1033
Government	5%	14.3	739	Govt Office building	323
Food/Restaurant	20%	57.3	932	High turnover (Sit-Down) Restaurant	6143
Parcel total per General Plan EIR					**15047**

Figure ES-3. Project area roadways including study intersections

Findings and Recommendations

Trip Generation

The Project is anticipated to generate 5571 daily vehicle trips, which includes 541 AM peak-hour vehicle trips, and 718 PM peak-hour vehicle trips.

General Plan Consistency

The Project is consistent with the General Plan land use and zoning. The Project is anticipated to cause new or worsen existing deficiencies with respect to General Plan policy M 4.13 at eight locations:

- East Bidwell St/Scholar Way,
- East Bidwell St/Power Center Dr,
- East Bidwell St / Broadstone Pkwy,
- East Bidwell St/Via Sole
- East Bidwell St/Kilrush Dr (Via Felice)
- East Bidwell St/Iron Point Rd
- East Bidwell St/ US50 Eastbound ramps
- Iron Point Rd/Cavitt Dr

Recommended abatement measures are discussed at length in **Section 7** of this report. With the recommended abatement, Project related transportation deficiencies remain at the East Bidwell St/Iron Point Rd intersection. East Bidwell St/Iron Point Rd has a previously adopted CEQA statement of overriding considerations from the General Plan's CEQA findings.

CEQA Impacts and Mitigation

There are three categories of Project related CEQA impacts considered by this analysis: VMT; pedestrian, bicycle, and transit infrastructure; and safety.

Category 1 – VMT
With a Project anticipated 14.3 VMT per capita, Broadstone Crossing Phase II is anticipated to generate less than 70% of the regional baseline office VMT per capita of 20.9, and less than 74% of the Folsom baseline office VMT per capita of 19.5.

CEQA Finding: The Project is therefore anticipated to have a **less-than-significant** VMT impact.

Category 2 – pedestrian, bicycle, and/or transit infrastructure
The Project does not inhibit the use of bicycle, pedestrian, and/or transit facilities; eliminate existing bicycle, pedestrian, and/or transit facilities; or prevent the implementation of planned bicycle, pedestrian, and/or transit facilities. Note that pedestrian safety is discussed below under Category 3 – Safety.

CEQA Finding: The Project's impact on bicycle, pedestrian, and/or transit facilities under CEQA is anticipated to be **less-than-significant**.

Category 3 – Safety

The Project is not anticipated to worsen existing accident rates or create unsafe conditions. The Project's impact on accident rates under CEQA is anticipated to be **less-than-significant**.

CEQA Finding: The Project is not anticipated to worsen existing accident rates or create unsafe conditions. The Project's impact on accident rates under CEQA is anticipated to be **less-than-significant**.

Parking

The Project is anticipated to need a total of 570 parking spaces, with the Broadstone Unit No. 3 Specific Plan requiring 804 parking spaces. The proposed 858 spaces are both adequate and meet City of Folsom requirements.

Minimum Required Throat-Depth

The Project driveway throat-depth is anticipated to be adequate.

Emergency Vehicle Access

Emergency Vehicle Access to and throughout the site is anticipated to be adequate.

Right-Turn Deceleration/Acceleration Lanes and Tapers for Driveways

Driveway geometry is anticipated to be adequate.

Recommended Conditions of Approval

As discussed in Section 9.8 of this TIS, recommended Project-specific Conditions of Approval include the following:

- The applicant/owner shall execute a development agreement with City for a pedestrian overcrossing across East Bidwell Street located between Kilrush Drive and Iron Point Road prior to the issuance of the first building permit for the project based on the project's fair share contribution that includes the following commitments from the applicant/owner:
  - Payment for the design,
  - Payment for environmental review covering both CEQA and NEPA
  - Dedication of land necessary for a pedestrian overcrossing across East Bidwell from the project site to the Palladio..
- Applicant/owner shall be responsible for the geometric and signal timing improvements described in Abatement #1 and #2, as described in Section 7 of this report, to address level-of-service and queueing deficiencies relative to General Plan policies.

Because the abatement strategy functions on a corridor level rather than an intersection-by-intersection level, the City may need to modify the recommended abatement to accommodate additional project approvals. The City Engineer may modify the proposed abatement as other project applications are processed. However, any such modifications shall not increase the Project's abatement cost.

(This page intentionally left blank)

Contents

List of Appendices

List of Tables

List of Figures

1. INTRODUCTION

This transportation impact study (TIS) identifies anticipated deficiencies and impacts of the proposed Broadstone Crossing Phase II project (Project) on the motorized and unmotorized transportation systems in Folsom, California. The analysis considers all potential California Environmental Quality Act (CEQA) Vehicle Miles of Travel (VMT) impacts associated with the Project, highway operations related to the East Bidwell Street interchange at US50, and the Project's consistency with General Plan traffic operations (level-of-service) policy at Folsom intersections. This study has been prepared on behalf of the City of Folsom, Helix Environmental Inc., and the Applicant (Elliott Homes). The City has provided extensive input on study assumptions, reviewed the resulting findings and abatement strategies, and had a third-party peer review of the study approach, assumptions, findings, abatements and recommended conditions of approval.

1.1 Project Description

The Project seeks a Tentative Parcel Map and Planned Development Permit for 94,340 square feet of business and professional office, and a 106,500 square foot medical office building. The business and professional office is split between two buildings (48,840 square feet and 45,500 square feet). The Project is located in the northeast quadrant of the East Bidwell ST/Iron Point Road intersection at 1565 Cavitt Drive on an 18.8-acre parcel (APN: 072-0270-160-000). The existing parcel will be split into three parcels with the Project, one for each building. Each parcel's parking supply will be independent of its neighbors, with a total of 858 parking spaces across the entirety of the Project. A vicinity map is provided as **Figure 1** and a preliminary site plan is provided as **Figure 2**.

Proposed access includes a full-service driveway from the extension of Kilrush Drive, and a right-in-right-out (RIRO) driveway from Iron Point Road. Frontage improvements on Iron Point Road are included to facilitate maintaining existing level-of-service at the East Bidwell St/Iron Point Road intersection with the addition of anticipated Project traffic. Frontage improvements include (but are not limited to):

- A right-turn pocket on westbound Iron Point Road for the Project's RIRO driveway.
- A right-turn auxiliary lane/pocket on westbound Iron Point Road, between the Project's RIRO driveway and East Bidwell St.

These features are generally shown in the preliminary site plan provided by the applicant. Note that the site plan shows planned striping changes for the westbound approach to the East Bidwell St/Iron Point Rd intersection to create a triple left which has already been completed by the City of Folsom under a separate capital improvement project.

The Project is consistent with the underlying parcel's General Plan land use designation and zoning. The site is designated as "Community Commercial-East Bidwell Mixed-Use Overlay" by the General Plan and is zoned as C-2 (SP 95-1) (Central Business/Specific Plan-Broadstone). The business and professional office, and medical office uses, are allowed uses under existing zoning. Where a project is consistent with the General Plan and zoning, cumulative analysis is addressed by the General Plan

cumulative transportation analysis. Accordingly, this scope of work only considers Existing 2024 and Existing plus Planned and Approved Project 2029 scenarios.

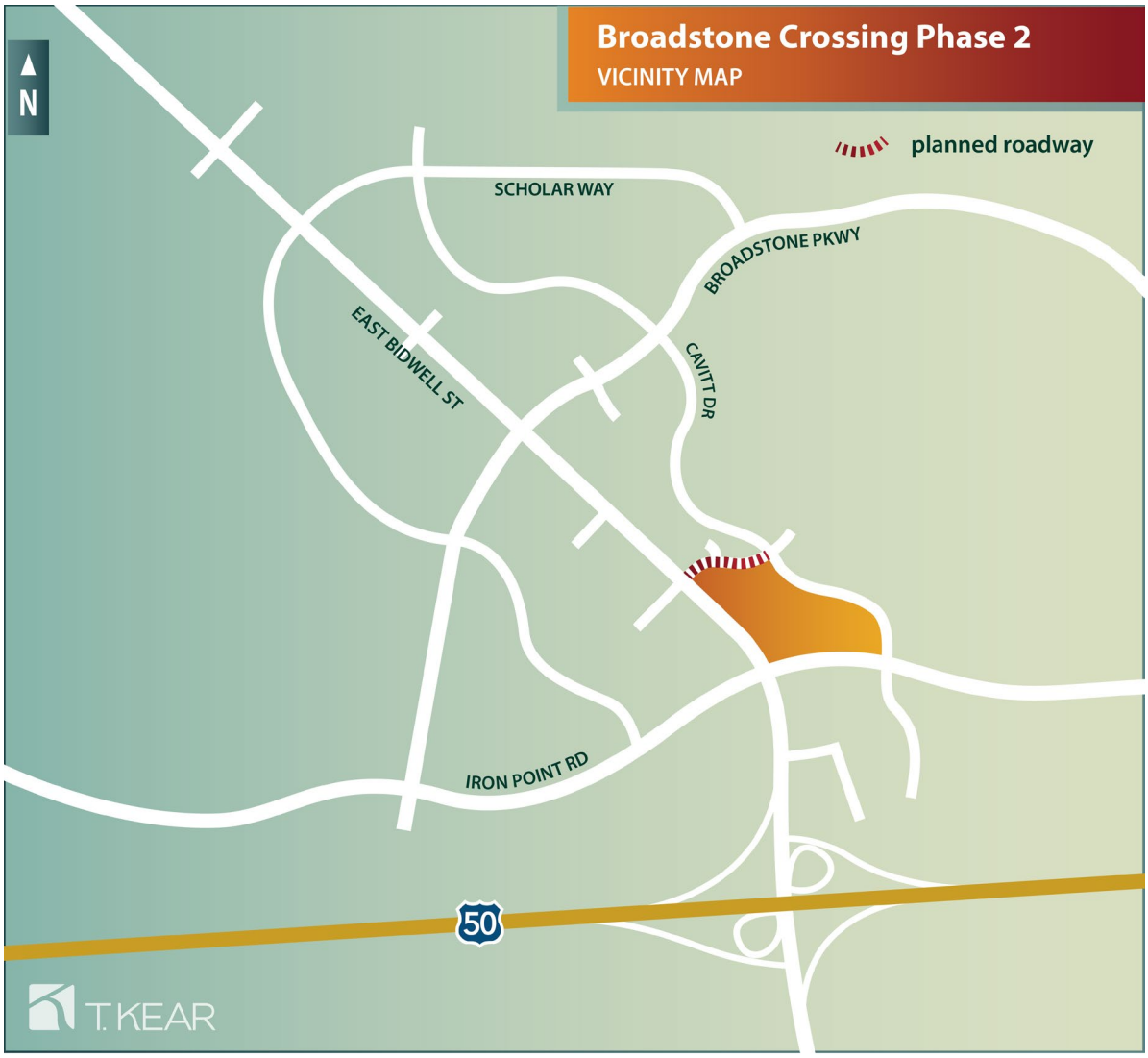


Figure 1 Project location

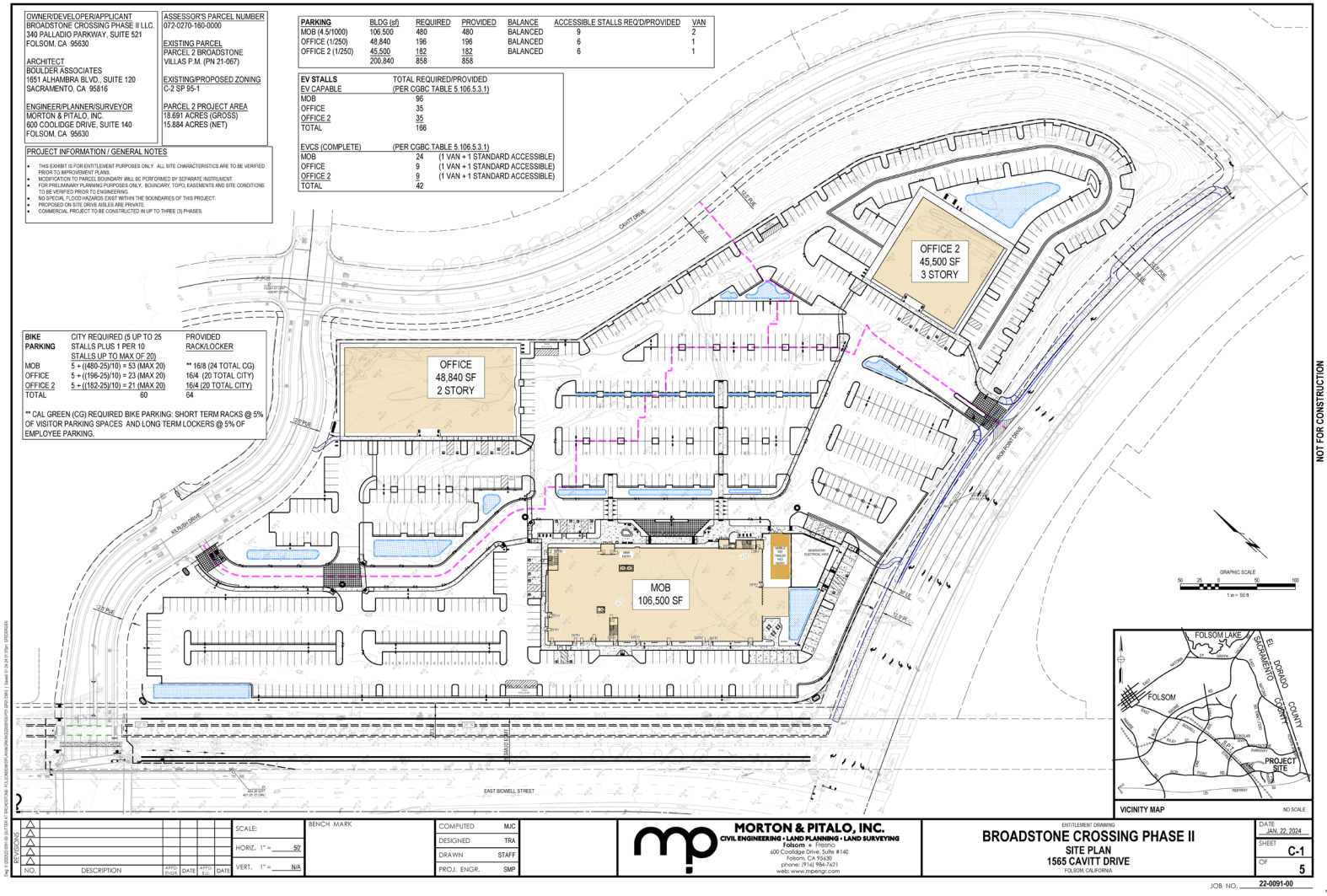


Figure 2 Preliminary site plan.

1.2 Report Organization

The following sections are discussed after this Introduction:

- Scenario, setting, and study area (key roadways and intersections);
- General Plan local transportation analysis and CEQA analysis methodologies;
- A California Environmental Quality Act (CEQA) analysis section addressing vehicle miles of travel (VMT), crash history, bicycle, pedestrian, and transit facilities;
- A local transportation analysis (LTA) in two sections addressing the Project's conformance with General Plan transportation policy M 4.13 under existing and near-term conditions;
- A site access and internal circulation discussion; and
- Findings and recommendations.

2. SCENARIOS, SETTING, AND STUDY AREA

The Transportation Impact Study area generally consists of the East Bidwell St corridor between Scholar Way and US-50, within the City of Folsom, California. Key roadways within the study area, and study intersections, are shown in **Figure 3**.

2.1 Study Scenarios

Through consultation with City of Folsom staff, four scenarios were identified for inclusion in the LTA portion of this study. The LTA portion of this study determines the weekday AM peak-hour and PM peak-hour level-of-service at study intersections under the following scenarios:

- Existing 2024 without Project condition;
- Existing 2024 with Project condition;
- Existing plus Approved Projects (EPAP) 2029 without Project condition;
- EPAP 2029 with Project condition;

Existing 2024 without Project Condition; and Existing 2024 with Project Condition

Analysis of the existing condition reflects the traffic volumes and roadway geometry at the time the study began. These two scenarios (with and without the Project) quantify performance measures, serve as a known reference point for those familiar with the study area, and identify Project related transportation deficiencies anticipated to occur if the Project opened in 2024.

EPAP 2029 without Project Condition; and EPAP 2029 with Project Condition

EPAP scenarios, with and without the Project, analyze conditions with the addition of traffic from approved and potentially foreseeable projects that affect study intersections and segments. These scenarios are intended to reflect anticipated traffic approximately five years into the future, when the Project could reasonably be anticipated to be constructed. This “phasing analysis” is intended to assist the City of Folsom in phasing of improvements at study intersections which may be necessary to accommodate traffic from all approved and anticipated tentative maps over the next five years. Forecasts were based on existing traffic plus the greater of either growth from approved, but unoccupied developments, or, five-years growth from the Folsom travel demand model. Specific approved and reasonably foreseeable projects included in this scenario are:

- Dignity Health;
- UC Davis Health;
- Alder Creek Market Place;
- Shops at Folsom Ranch;
- Absorption of 2500 of the approved dwelling units in Folsom Ranch located south of US50;
- Villas at Broadstone;
- Avenida Folsom Apartments;
- Folsom Corporate Center Apartments;
- AC Hotel;
- Expanded Kaiser facility (west of the Palladio);

Figure 3. Project area roadways including study intersections

- Town Center North (this is a parcel map change but not a development application and has no EPAP traffic associated with it at this time).

Note that the Scholar Way apartments were occupied at the time when traffic counts were conducted, and that traffic is captured under existing conditions.

2.2 Project Area Roadways

Brief descriptions of the key roadways serving the Project site are provided below.

Broadstone Parkway in the Project vicinity is a four-lane east-west arterial, that wraps around the back of the Palladio shopping center from Iron Point Road to connect with Empire Ranch Road near the Sacramento-El Dorado County line. Broadstone Parkway has bike lanes, sidewalks, curb, and gutter. Turn pockets are also provided at intersections.

Cavitt Drive is a north-south two-lane collector that runs northward from Costco to Folsom Lake College. Within the vicinity of the Project, Cavitt Drive has bike lanes, sidewalks, curb, and gutter. Turn pockets are provided at select intersections.

East Bidwell Street runs through the City of Folsom from White Rock Road to Riley St. Near the Project area, East Bidwell St is a six-lane arterial roadway near the Project site with raised medians. East Bidwell with bike lanes, partial sidewalks, curb, and gutter. Turn pockets are provided at most intersections. The speed limit on East Bidwell St north of US 50 is 35 to 45 mph.

Iron Point Road is an east-west arterial roadway with a raised median that runs from Folsom Boulevard to the eastern city limit along the north side of US 50. Within the vicinity of the Project, Iron Point Road has six travel lanes, bike lanes, sidewalks, curb, and gutter. The posted speed limit is 45 mph. Turn pockets are provided at intersections.

2.3 Study Intersections

There are fourteen study intersections (**Figure 3**). For consistency with the prior Villas at Broadstone transportation study, the study intersections are numbered two through 16 (skipping number thirteen). These intersections were selected through consultation with staff; knowledge of the Project area; and, in accordance with published City of Folsom guidance to evaluate locations that are anticipated to receive fifty or more peak-hour project trips[4].

2.4 Transit

The City of Folsom's public transportation includes bus and dial-a-ride service provided by the City through "Folsom Stage Lines" which is managed by Sacramento Regional Transit (SacRT), and light rail service also provided by SacRT. El Dorado County Transit Authority (EDCTA) also provides limited bus connectivity to and from El Dorado County throughout the region.

[4] City of Folsom (2020) Design Standards (Table 13-1) online at: https://www.folsom.ca.us/home/showpublisheddocument/384/637466585843430000, accessed April 10, 2023

Folsom Stage Lines and Dial-A-Ride

The Folsom Stage Line buses run Monday through Friday. Since February 4, 2019, Folsom Stage Lines has been operated by SacRT. There is no weekend service available. There are three routes, route 10, route 20, and route 30 (**Figure 4**). Route 10 is located closest to the Project site, with stops located on the far side of the Palladio next to Kaiser Permanente (approximately 1,650 feet from the Project). Route 10 and SacRT route 124 have co-located stops along Madison Avenue, north of the American River. There is no charge to transfer from one Folsom Stage Line route to the other.

- **Folsom Route 10** – This route services Historic Folsom, E. Bidwell St., Broadstone Market Place, Broadstone Plaza, Folsom Aquatics Center, Folsom Lake College, Intel, Kaiser Permanente, Folsom Premium Outlets, Mercy Hospital, Palladio Mall, and Century Theatres. It connects to light rail and with the RT bus service Line 24. Service with a one-hour headway starts at about 5:30 AM with the last pickup at about 7:30 PM. Starting in August 2024, Route 10 will have weekend service for the first time.
- **Folsom Route 20** – This route services Empire Ranch Road, East Natoma ST, Vista del Lago High School, Folsom Lake College, and transfers to Route 10. There is one morning bus and two afternoon buses on Route 20.
- **Folsom Route 30** – This route currently services Folsom State Prison, City Hall, and Woodmere Drive during peak-hours (6:20 AM – 8:10 AM and 2:45 PM – 4:55 PM) with four AM peak-period buses and five PM peak-period buses. Route 30 is planned to be eliminated in August 2024 due to low ridership, with cost savings being used to improve other Folsom transit services.
- **SacRT GO Paratransit Services** - Folsom Dial-A-Ride was discontinued Friday, August 27, 2021. SacRT GO Paratransit Services is available for ADA complementary paratransit service and non-ADA demand response service. Passengers can schedule up to two days prior to when they want to take their trip, however they must be scheduled by 5:00 p.m. the day before. The service is available during the hours that the bus service operates.
- **SmaRT Ride microtransit service** is a same-day ride-share service where customers can use a smartphone app, computer, or call to request a ride that will pick up and drop off passengers within the service boundary. SmaRT Ride is open to the public. Same day rides can be scheduled through the SacRT SmaRT Ride app, online at ondemand.sacrt.com or by calling to book a ride. Rides may be scheduled up to two days in advance. The service operates from 7AM to 7PM. The service generally provides a 30-minute pickup window.

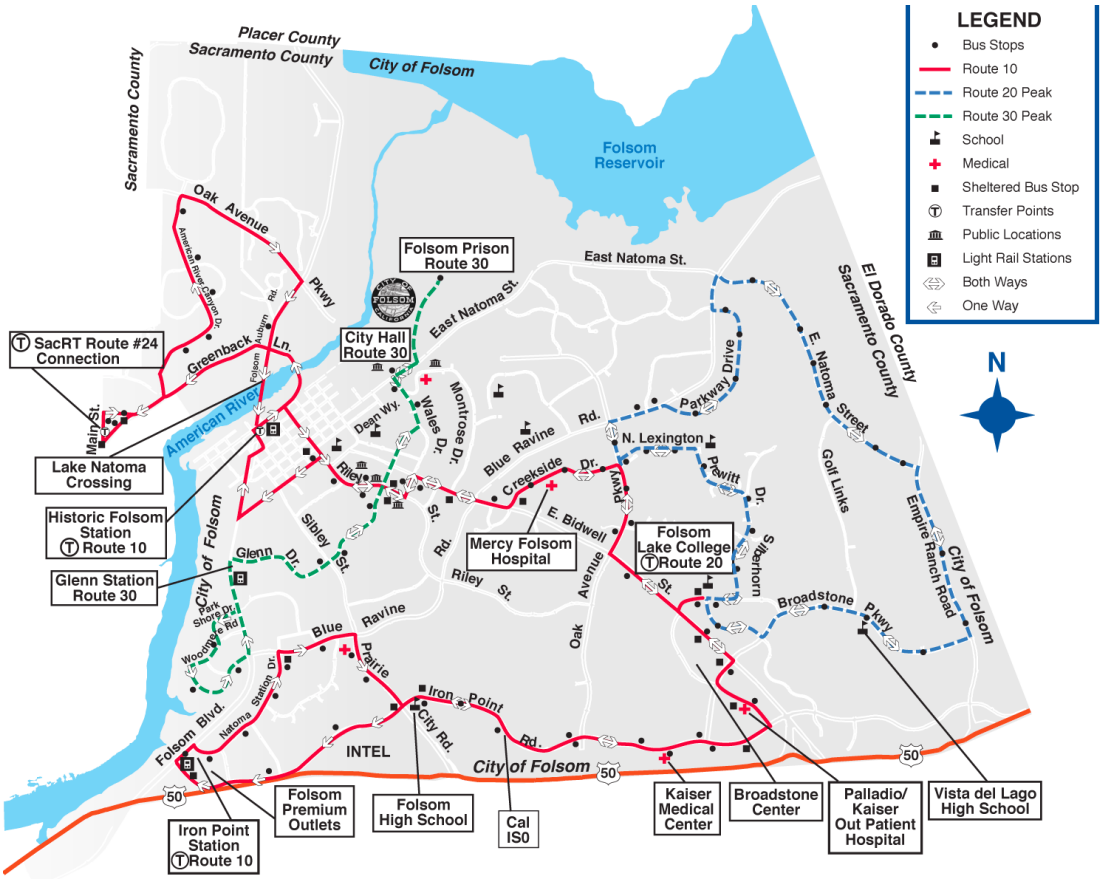


Figure 4. Folsom Stage Lines Routes 10, 20 and 30

SacRT

SacRT light rail provides service via the Gold Line connecting the Historic Folsom, Glenn, and Iron Point light rail stations to downtown Sacramento and points in between. Service is currently provided from 5 AM to 7 PM on a 30-minute headway, with plans to improve the service to a 15-minute headway in the future. Weekend Gold Line service currently runs on a one-hour headway between 7:30 AM and about 9 PM (Saturday and Sunday times differ from each other, as does the start and end times differ by direction of travel). There are plans to improve weekend service to run from approximately 7 AM to 10 PM, again Saturday and Sunday start and end times differ, and times differ somewhat by direction of travel.

There is also a connection to RT bus route 124 from Folsom Stage Lines route 10 at the Madison/Main stop. RT route 124 provides service to Sunrise Mall on a (roughly) hourly headway from 6 AM to 7 PM.

El Dorado County Transit Authority

The EDCTA route 50X (the 50 Express) operates every hour from 6 AM until 7 PM Monday through Friday, with service from Placerville Station Transfer Center located in the City of Placerville in El Dorado County to the Folsom Iron Point light rail station, Folsom Lake College, and back.

Broadstone Unit No. 3 Specific Plan (Rail) Transit Center.

The Broadstone Unit III Specific Plan (BU III SP) was approved in 1995 with inclusion of a Light Rail Station/Park and Ride Lot on one of the Industrial/Office Park properties. City of Folsom planning staff reviewed the Broadstone Unit No. 3 Specific Plan and DEIR. Staff found that the Specific Plan no longer calls for a light rail station at this location and neither does the General Plan. Findings of the City's review are discussed in more detail below:

The Rail Transit Center requirement was included in the in the BU III SP was an implementation of General Plan Goals and that requirement is amended or eliminated by corresponding General Plan changes. The Circulation Chapter includes the following language which links the rail station to a General Plan requirement:

> **3.7.5 Public Transit/TSM Plans**
>
> The Broadstone Unit No. 3 Specific Plan is intended to accommodate both local and regional public transit needs. This will be accomplished by incorporating the design standards for bus shelters and turnouts into the construction of major arterials.
>
> The City of Folsom General Plan indicates a Regional Transit Facility to be located within the Plan Area in the vicinity of East Bidwell Street. Such a facility will enhance both the City and Plan Area with regional traffic and air quality benefits. The precise location and timing for this rail facility will be subject to planning by Regional Transit and the City of Folsom. The City Transit Coordinator has identified locations for bus stops which are indicated on the Circulation Exhibit.

The General Plan policy consistency discussion in the BU Ill SP includes the following:

Policy 17.9:	The City should plan for the expansion of future public transit routes (bus and fixed rail service). 1. Transit routes should coincide with major destinations for employment and shopping, the location of major institutions, concentrations of multifamily housing, and other land uses likely to attract public transit ridership. 2. The City should preserve existing railroad rights-of-way for their potential future use as public transit routes. The City should work with Regional Transit to determine other rights-of-way which could be preserved for rail transit use. Proposed light rail alignments and station locations are designated on the Plan Map and dedication of land for the required right-of-way shall be required as part of the approval process for development of adjoining parcels. 3. Bus routes should follow major roads with service to residential neighborhoods via collector streets.
Consistency:	The layout of the Broadstone Unit No. 3 project facilitates transit planning by locating employment and shopping along the major

arterials. The adjacent railroad corridor is planned by both the City and Regional Transit to be used as a light rail line. The General Plan indicates a rail station on the site and the most current plans from Regional Transit indicate the station to be located within the railroad corridor near the intersection of Iron Point Road and East Bidwell Street. Precise site design for this station has not been done by RT or the project proponents.

The BU III SP EIR included mitigation measures for traffic that were captured by updates to the East Area Facilities Plan (EAFP). These included EAFP Mitigation Measure 4.2.4d which required, among other items, that developers "pursue implementation of mass transit programs (light rail, and bus service)". EAFP Mitigation Measure 4.2.5a required that the EAFP transportation and circulation system be amended to "…explicitly identify and integrate light rail facilities and other transit facilities into the proposed circulation network." At the time of writing, the BU III SP EIR states, a light rail alignment in the BU III project area was financially feasible. So, a potential station was included on the BU III SP exhibits to comply with these mitigation measures.

In the intervening years, the General Plan was amended (2018) and language related to transit services along the Hwy 50 corridor removed. Since this language was removed, the EAFP language points to nothing. Discussions with RT have indicated that such an extension would likely not be financially feasible as well.

Adopted General Plan Updates acknowledged that a rail transit center at this location was infeasible and removed that requirement from the General Plan Circulation element. City of Folsom staff found that the Specific Plan no longer calls for a light rail station at this location and neither does the General Plan. Thus, there are no CEQA impacts that arise from not incorporating rail transit service at the Project site.

2.5 Bicycle Facilities

The City of Folsom is one of the most bicycle friendly settings in California, with an existing comprehensive bikeway system that is extensive and connects to a vast number of historical and recreational attractions. Existing and planned bicycle facilities within the Project area are described in the 2007 Folsom Bikeway Master Plan[5] and the 2022 Active Transportation Plan[6] which provide a framework for the design of a bikeway system that meets the California Street and Highway Code Section 890-894.2 - Bicycle Transportation Act and improves safety and

[5] Folsom (2007) Bikeway Master Plan, www.folsom.ca.us/city_hall/depts/parks/parks_n_trails/trails/bikeway_master_plan.asp.
[6] Folsom (2022) Active Transportation Plan, in City Council Agenda and adopted June 14, 2022, https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/folsomca-pubu/MEET-Packet-63e3a642f9e94b13848b99a9fa291ed7.pdf&n=AgendaPacket-City%20Council%20Regular%20Meeting-June%2014,%202022%206.30%20PM.pdf

convenience for all users. There are five types of bicycle facilities (Class I, II, III, IIIB and IV) used in Folsom. **Figure 5** provides a map of the existing Folsom bike and pedestrian trail system.

Class I Shared Use Path (Path)

Shared use paths are bicycle facilities that are completely separated from the street. They allow two-way travel by people bicycling and walking, as well as other non-motorized or e-powered uses like skateboards or scooters. Class I facilities are among the most comfortable facilities for children and inexperienced riders as there are few potential conflicts between people bicycling and people driving.

Class II Bicycle Lane

Bicycle lanes are striped preferential lanes on the roadway for one-way bicycle travel. Some bicycle lanes include a striped buffer on one or both sides to increase separation from the traffic lane or from parked cars. When this striped buffer is included in the design, the facility is known as a Class IIB Buffered Bicycle Lane.

Class III Bicycle Route

Bicycle routes are signed where people bicycling share a travel lane with people driving. Because they are shared facilities, bicycle routes are most appropriate for low-speed and low-volume streets. Some Class III bicycle routes include shared lane markings or “sharrows” that recommend proper bicycle positioning in the center of the travel lane and alert drivers that people biking may be present.

Class III B Bicycle Boulevard

Bicycle boulevards are low-traffic, local streets where people biking have priority but share roadway space with motor vehicles. Shared roadway bicycle markings on the pavement as well as traffic calming features such as speed humps and traffic diverters keep these streets more comfortable for bicyclists.

Class IV Separated Bikeway

Separated bikeways are on-street bicycle facilities that are physically separated from motor vehicle traffic by a vertical element or barrier, such as a curb, bollards, or vehicle parking aisle. They can allow for one-or two-way travel on one or both sides of the roadway.

Cavitt Dr, Iron Point Rd, East Bidwell St, and Broadstone Pkwy all have class II bicycle lanes. Additionally, there is a Class I shared use path along Placerville Road and extended parallel with East Bidwell, which provides bike and pedestrian access to Folsom Ranch and areas north of US50.

Existing Bikeways

(Source: 2022 Active Transportation Plan, Figure 3)

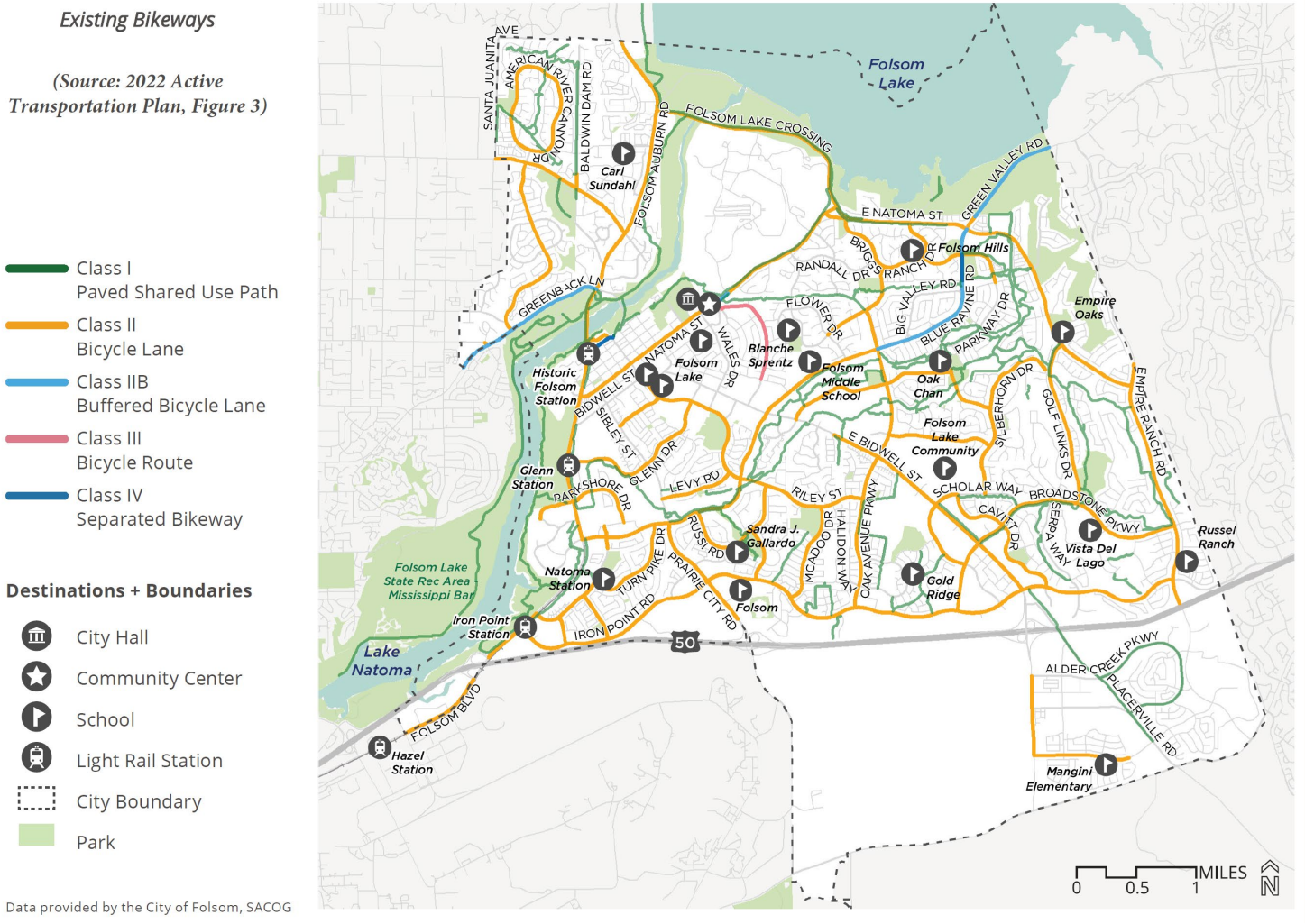


Figure 5. Folsom bike map

(This page intentionally left blank)

3. CEQA Analysis

Prior to July 2020, level-of-service was the primary measure for the transportation impacts of land development projects. SB 743 (Steinberg, 2013) eliminated the use of level-of-service under CEQA. Instead, the primary measure for transportation impacts is per capita VMT. With crash history/safety and impacts to the transit, bicycle, and pedestrian facilities as additional measures. Level-of-service is now evaluated as part of the local transportation analysis for purposes of document consistency with General Plan policies. This section focuses on the CEQA VMT analysis of the Project.

3.1 VMT Modeling Methodology, Thresholds, Results and Findings

Vehicle Miles of Travel (VMT) was analyzed based on the City of Folsom General Plan Travel Demand Model (Folsom TDM). The Folsom TDM is based on an expanded version of the SACMET travel demand model originally developed by the Sacramento Area council of Government (SACOG). The model covers the entire six-county SACOG region with significant additional road network and land use detail added within Folsom. The Folsom TDM is a traditional trip based, four-step (trip generation, distribution, mode choice and assignment) travel demand model with a 2015 base year and 2035 horizon year. Trip productions and attractions are estimated at the transportation analysis zone (TAZ) level. Within the city, TAZs are roughly neighborhood size areas for which population socioeconomic data is tabulated. (TAZs are larger in less populated rural portions of the region). Trips are estimated by trip purpose based on nine purposes:

- Home-based work
- Home-based shop
- Home-based school
- Home-based other
- Work-other
- Other-other
- Commercial two axle
- Commercial 3+ axle
- airport

As trips are estimated and processed by the model, they start as an estimate of non-directional daily trip demand between trip “productions” and “attractions” for each trip type. Those data are factored into direction trips between origins and destinations for four time periods (AM, mid-day, PM, and evening). That origin-destination (OD) data is what the model assigns to the road network to estimate volumes. The assignment is done using an optimization process that minimizes travel time between OD pairs. There is an important but subtle distinction between trip productions and attractions vs origins and destinations. “Home-based” trips are always “produced” by the residential land use and attracted to other land uses. Through careful tracking and application of the matrices which store trip production-attraction, attraction-production, and origin-destination data it is possible to track and assign trips to the residential and commercial land uses throughout the region that generate those trips and the resulting VMT. The production-attraction and origin-destination data are preserved in large matrices which can be leveraged to disaggregate the model’s VMT estimates into VMT by trip purpose for evaluating residential, office, retail, and other project types.

The Folsom TDM includes 1852 TAZs (30 of which represent external gateways) connected by 31,559 road segments. Each TAZ is represented by a centroid corresponding to the approximate

center of travel activity with the TAZ. Each road segment includes relevant characteristics (location, uncongested speed, number of lanes, capacity, etc.) that allow the model to estimate travel times as trips are assigned to the network. **Figure 6** depicts the model road network with red dots reflecting gateways to other regions and the Project shown as a red star. **Figure 7** then shows a closer view of Folsom, with TAZ centroids and the Project site shown.

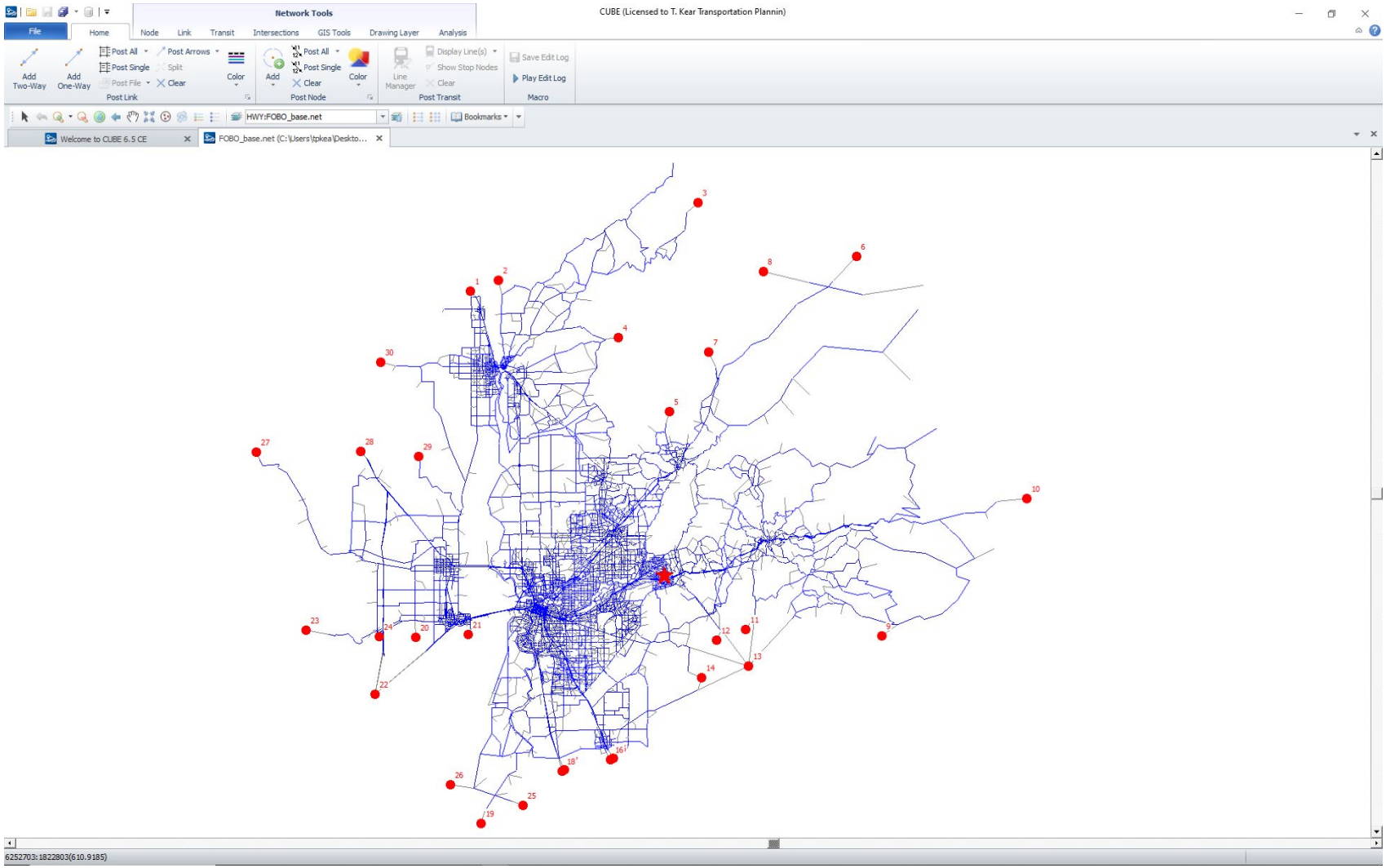


Figure 6. Travel demand model network, gateways shown as red dots and Project TAZ (#1800) shown as a red star

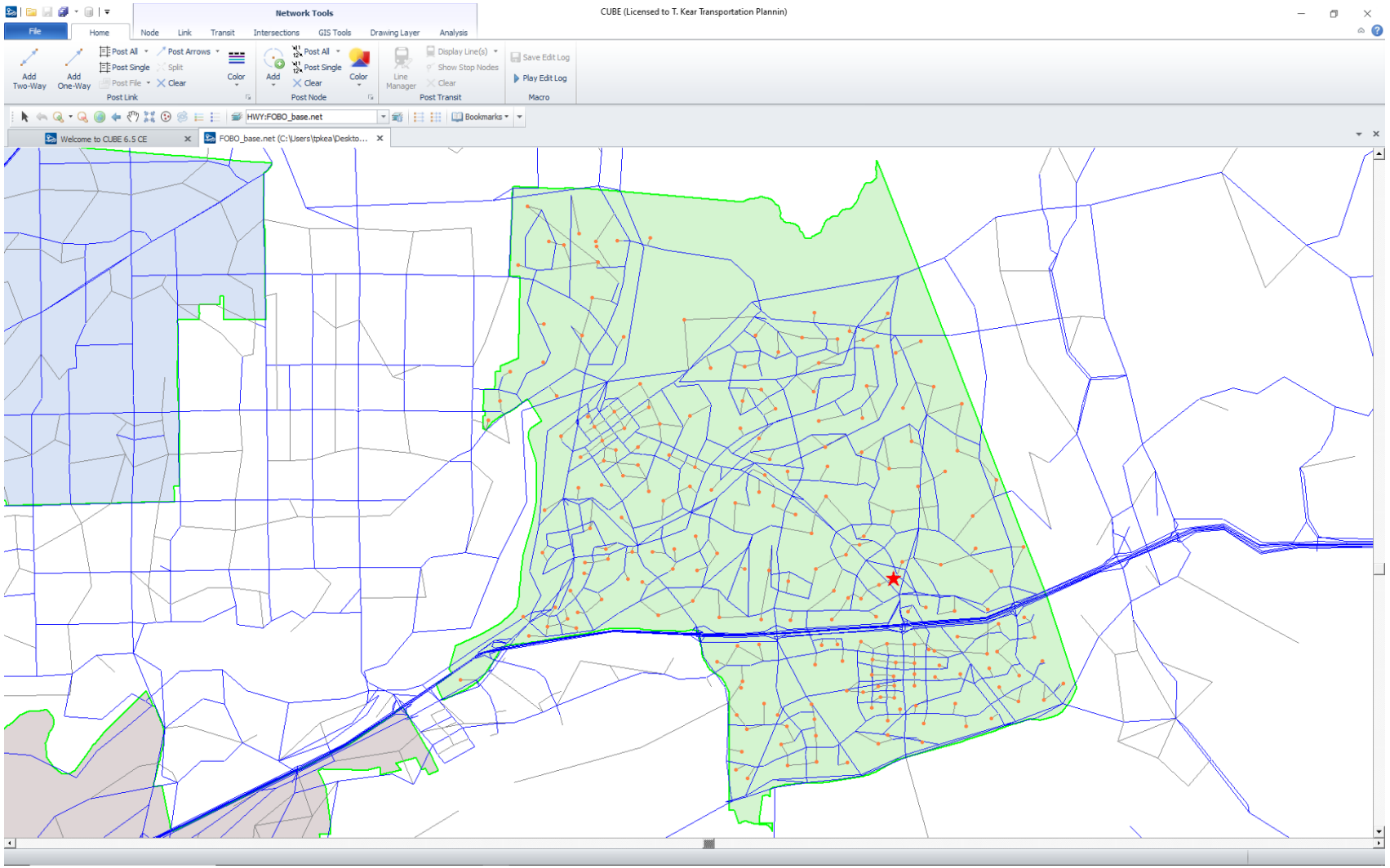


Figure 7. Closeup view of Folsom with Project shown as a red star and other Folsom TAZs as orange dots

A three-step process for the baseline and cumulative analysis years was used to estimate regional, Folsom, and Project VMT per employee.

Step 1. This step estimated TAZ-to-TAZ distances from "skims" on the loaded networks generated by the TDM. The loaded networks account for any increases in trip distance that may result from congestion. Model gateway trip lengths were adjusted based on **Table 1** to ensure that the full trip length for interregional travel was accounted for. The lengths for intrazonal trips (which have their origin and destination within the same TAZ) were estimated as half of the distance to the nearest neighboring TAZ, which is the industry standard practice.

Table 1. Average trip-length adjustments for TDM gateways

		Average Additional Travel Distance (miles)	
Gateway	**Description**	**External-Internal**	**Internal-External**
1	SR99N--Sutter/Butte County Line (CL)	23.12	23.84
2	SR70N--Yuba/Butte CL	30.41	31.03
3	Marysville Rd--W. of SR49 Yuba/Nevada CL	72.98	35.40
4	SR20NE--Yuba/Nevada CL	43.41	36.53
5	SR49NE--Placer/Nevada CL	14.58	12.69
6	I-80NE--E. of Yuba Gap	64.29	66.01
7	SR174NE--Placer/Nevada CL	10.18	8.95
8	SR20NE--Placer/Nevada CL	53.92	69.06
9	Omo Ranch Rd E--N. of SR88	22.76	24.49
10	US50E--E. of Ice House Rd	33.17	37.62
11	dummy	-	-
12	dummy	-	-
13	SR16+SR49E--Sacramento/Amador CL	39.79	44.88
14	dummy	-	-
15	SR99S--Sacramento/SJ CL	50.69	49.02
16	Lincoln Rd S--Sacramento/SJ CL	26.72	21.17
17	Franklin Rd S--Sacramento/SJ CL	22.76	22.40
18	I-5 S--Sacramento/SJ CL	65.92	56.80
19	SR160S--S of SR12 Contra Costa	53.38	50.42
20	CR95A--Yolo/Solano CL	5.28	5.13
21	CR104/Mace Blvd. SW--S. of CR32D/Mont	12.27	11.20
22	I-80 W--W. of I-505	45.53	44.55
23	SR128W--Yolo/Solano CL	29.52	25.82
24	Putah Creek Rd W--W. of Winters Rd	14.97	15.31
25	SR12SE--E. of SR160 SJ	36.89	42.56
26	SR12SW--E. of SR160 Solano	36.59	35.73
27	SR16N--Yolo/Colusa CL	41.75	37.81
28	I-5N--Yolo/Colusa CL	49.27	49.64
29	SR45--Sutter/Colusa CL	16.66	17.01
30	SR20NW--Sutter/Colusa CL	26.24	24.69

Source: SACOG VMT estimation guidance (https://www.sacog.org/planning/data-resource-center/transportation-analysis-modeling)

Step 2 This step estimated production-to-attraction and attraction-to-production trip matrices by period and purpose, then combined those data with the Task 1 distance skims to estimate VMT between different land uses and store those data in matrices. At the end of this step, the VMT results are available at a very disaggregated level.

Step 3 This step aggregated the period specific VMT matrices back into daily matrices by trip purpose, then reported back the matrix row totals (production based VMT) and column totals (attraction based VMT) by TAZ and trip purpose.

The resulting tables are then combined with TAZ level population and employment data to estimate per capita VMT for the region, Folsom, and the Project. The TDM is based in the CUBE software package by Bently Systems. Scripts used in each calculation step are provided in **Appendix A**.

VMT Thresholds

VMT thresholds set an identifiable metric by which the Project's effect on VMT will be determined to be significant or less-than-significant. Land use specific thresholds are based on guidance from the Governor's Office of Planning and Research (OPR)[7]:

- Residential: 15% below baseline regional or city VMT per capita (residents or service population)[8];
- Office: 15% below baseline regional or city VMT per capita;
- Retail: no net increase in regional or city VMT.

When a trip-based method is used to analyze a residential project, the focus should be on home-based trips (home-based work, shop, school, other). Similarly, when a trip-based method is used to analyze an office project, the focus should be on home-based work trips (i.e., commute trips). VMT is defined by OPR to limit the analysis to the distance traveled by passenger vehicles, specifically cars and light trucks. Heavy trucks may be included for modeling convenience and computational ease but are not required. However, the vehicle types included should be consistent across both the tool used to set the significance threshold and to evaluate the Project.

As noted by the Governor's Office of Planning and Research, adding local-serving retail into the urban fabric improves retail destination proximity. Local-serving retail development tends to shorten trips and reduce VMT. Thus, lead agencies may presume such development creates a less-than-significant impact. (Regional serving retail on the other hand can substitute longer trips for shorter ones, which may lead to a significant impact.)

The Governor's Office of Planning and Research advises lead agencies to evaluate each component of a mixed-use project independently and apply the significance threshold for each

[7] OPR (2018) Technical Advisory on Evaluating Transportation Impacts in CEQA, December 2018, Governor's Office of Planning and Research, Sacramento, CA.
[8] Service population, the combination of residents and employees, can be used where tools cannot allocate VMT to one group or the other.

project type included (e.g., residential and retail). Alternatively, a lead agency may consider only the project's dominant use. In the analysis of each use, a project should take credit for internal capture. Combining different land uses and applying one threshold to those land uses may result in an inaccurate impact assessment.

For this Project, 2015 baseline and Project estimates for 2015 and 2035 are computed in terms of VMT per employee. In addition to the home-based work VMT specified by OPR, the analysis also included work-other, and a portion of the other-other and airport trips that were produced by the Project. (The production-attraction and attraction-production trip matrices were combined, then allocated to home-based and work-based trip types based on each TAZ's ratio between those trip types.) Commercial vehicle trips, and through vehicle trips, are not allocated back to the Project level per OPR guidance.

For modeling purposes, the Project was placed in an empty TAZ (#1800) which was positioned appropriately on the model road network with its access to the extension of Kilrush Drive between Cavitt Dr and East Bidwell ST. For non-residential uses, the Folsom TDM uses employment data rather than square footage. Employment was estimated using a standard conversion factor of 300 sqft per employee for office and medical uses that is used throughout the modeling domain to estimate employment levels. This Project's land use translates to 314.47 office employees and 355 medical employees for purposes of its inclusion in the TDM (these estimates may differ from what the proposed buildings ultimately employ but are consistent with the regional practice in applying the TDM.)

VMT Modeling Results

TAZ level VMT estimates are provided in **Appendix A**, which also identifies Regional TAZs and Folsom TAZs for purposes of data aggregation. Results are summarized in **Table 2**.

Table 2. VMT per employee results

Land use	Without Project	With Project	Significance Threshold Based on 85% of Baseline
Baseline (2015) Regional Office Average	20.9	20.9	17.8
Baseline (2015) Folsom Office Average	19.6	19.5	16.7
Baseline (2015) Project	n/a	16.4	
Cumulative (2035) Project	n/a	14.3	

VMT Findings

Based on a comparison of the significance threshold and anticipated Project VMT per employee, the Project has a **less-than-significant** impact on VMT under CEQA.

3.2 Bicycle/Pedestrian/Transit Facilities Thresholds, Results, and Findings

An impact is considered significant if implementation of the Project would:

- Inhibit the use of bicycle, pedestrian, or transit facilities;
- Eliminate existing bicycle, pedestrian, or transit facilities; or
- Prevent the implementation of planned bicycle, pedestrian, or transit facilities.

Bicycle and Pedestrian facilities

The Project does not inhibit the use of bicycle or pedestrian facilities; eliminate existing bicycle or pedestrian facilities; or prevent the implementation of planned bicycle or pedestrian facilities.

Abatement measures recommended under the Local Transportation Analysis section of this report included recommended changes in intersection geometry that likely alter the geometry of the bike lanes. For example, at the East Bidwell/Iron Point intersection there is a recommended abatement to add a second northbound right turn lane in a pocket and canalize the right turns. That channelization might require minor changes to the bike lane. Small changes of this nature are not considered a CEQA impact to the bicycle facility.

Similarly, there is a recommended abatement to replace and upgrade the eastbound/westbound crosswalks across East Bidwell St at Iron Point Road to a pedestrian bridge over East Bidwell located between Iron Point Rd and Kilrush Dr. That improvement is considered as an enhancement to the existing pedestrian facilities rather than a removal. Accordingly, this is not considered a CEQA impact.

Finding: The Project's impact on bicycle and pedestrian facilities under CEQA is anticipated to be **less-than-significant**.

Transit Facilities

The Project does not inhibit the use of transit facilities; eliminate existing transit facilities; or prevent the implementation of planned transit facilities.

Finding: The Project's impact on transit facilities under CEQA is anticipated to be **less-than-significant**.

3.3 Crash History Thresholds, Results, and Findings

A crash history review was made using data available from the Statewide Integrated Traffic Records System (SWITRS) database [9]. Crash history analysis is done by comparing site specific accident rates to multi-year statewide averages for similar roadways published by Caltrans. The

[9] TIMS (2024) Transportation Injury Mapping system, online at https://tims.berkeley.edu/, accessed May 12, 2024.

most recent data from Caltrans are for 2021-2023[10]. For this accident rate analysis, the three-year average on East Bidwell St between US-50 and Broadstone Parkway was considered.

There were 28 accidents (total), and zero fatal accidents in the data set spanning three-years from 2021 to 2023 over the 0.862-mile segment of East Bidwell St. Estimated annual average vehicle miles of travel on that segment for the same 3-year period is 30.54 million miles of travel per year. This equates to an accident rate of 0.92 accidents per million vehicle miles (of travel). Caltrans' statewide averages are 1.20 (total) accidents per million vehicle miles. The study segment accident rates are compared to statewide averages in **Table 3** below. The total accident rate is below the statewide average.

Table 3. Five-year accident rate comparison (accidents per million vehicle miles)

	East Bidwell St Segment	Statewide Average for Similar Facilities
Accidents (all)	0.92	1.20

The vast majority of accidents on that segment of East Bidwell St were rear-end collisions, indicative of queueing concerns, including the spillback of left-turn queues in the corresponding turn pockets. The Project is anticipated to increase left turn queue spillback by less than one vehicle length with the exception of East Bidwell St/Iron Point Rd, which already has a finding of overriding considerations. This is consistent with the thresholds described in **Section 4.3** of this report. No Project impact related to accident rates is anticipated.

[10] Caltrans (2024) 2021 Crash Data on California State Highways (road miles, travel, crashes, crash rates), online at https://dot.ca.gov/programs/research-innovation-system-information/annual-collision-data, page 8 "Suburban 4+ lane divided road" rates, accessed May 12, 2024.

(This page intentionally left blank)

4. LOCAL TRANSPORTATION ANALYSIS METHODOLOGIES

The Local Transportation Analysis (LTA) evaluates a project's compliance with General Plan policies, summarized in the list below:

LU 2.1.2- Broadstone District. Encourage a mix of uses, including an emphasis on high-density residential, and pedestrian- and bicycle-friendly street patterns in the Broadstone District to increase its functionality as a vibrant gathering place for the community.

LU 8.1.5- Transit. Encourage new employment uses to locate where they can be easily served by public transit. Transit centers should be incorporated into the project, when appropriate.

M 2.1.14- Intersections. Ensure new intersections are designed to safely accommodate pedestrians and bicyclists, along with all other transportation modes.

M 2.1.15- Funding. Identify regional, State, and Federal funding programs and attempt to secure as much funding as possible for pedestrian and bicycle facilities and programs.

M 2.1.17- Pedestrian and Bicycle Overpasses. Pursue the development of pedestrian and bicycle overpasses in areas with limited connectivity, particularly to connect development north and south of Highway 50.

M 4.1.3- Level of Service. Strive to achieve at least a traffic level-of-service "D" (or better) for local streets and roadways throughout the City. In designing transportation improvements, the City will prioritize use of smart technologies and innovative solutions that maximize efficiencies and safety while minimizing the physical footprint. During the course of Plan build-out it may occur that temporarily higher level-of-service result where roadway improvements have not been adequately phased as development proceeds. However, this situation will be minimized based on annual traffic studies and monitoring programs. Staff will report to the City Council at regular intervals via the Capital Improvement Program process for the Council to prioritize projects integral to achieving level-of-service D or better.

M 7.1.1- New Development. Require new development to contribute towards the construction of offsite facilities and provision of services to achieve the City's mobility goals.

M 7.1.2- Fair Share for Transportation Infrastructure Improvements. Require all new development to dedicate rights-of-way, construct facilities, or pay its fair share for needed transportation infrastructure improvements that support all travel modes, including pedestrian, bicycle, and transit facilities, roadway improvements, and ITS and transportation demand management (TDM) programs and services.

By the nature of an LTA, the analysis report reads as if it is focused on level-of-service policies (i.e., General Plan policy M 4.1.3). However, all of the above policies are evaluated, with level-of-service analysis being used as a tool to:

- Identify required offsite improvements (General Plan policy M 7.1.1).

- Identify improvements the Project is responsible for, improvements the Project is responsible for a fair share cost contribution for (General Plan policy M 7.1.2), and those improvements which the City may be able to receive grants for (General Plan policy M 2.1.15).
- The level-of-service analysis ensures that new intersections are adequately designed and that existing intersections can adequately accommodate anticipated traffic (General Plan policy M 2.1.14 and M 4.1.3). Which in turn supports walkable, bikeable, communities (General Plan policy LU 2.1.2) and identifies intersections where there is not sufficient time and/or space to safely separate conflicting pedestrian, bicycle, and vehicle traffic, requiring grade separated pedestrian bridges (General Plan policy M 2.1.17).

Additionally, readers should note that the CEQA portion of this report includes sections specifically addressing pedestrian, bicycle, and transit impacts, which considers the potential impact of a project on the adopted pedestrian, bicycle, and transit infrastructure plans, and thereby the community's ability to safely accommodate the needs of pedestrian, bicycle, and transit users (General Plan policy LU 2.1.2, LU 8.1.5, M2.1.14, and M2.1.15).

Below we provide an LTA process overview, discuss traffic forecasting, and describe the methods/criteria used to evaluate level-of-service (and therefore all of the General Plan policies discussed above). A discussion of the criteria for conformity to General Plan policies is included.

4.1 Process Overview

The overall analysis process was structured to identify potential adverse transportation effects related to the proposed Project.

- Traffic volumes and turning movements for the Existing 2024 condition were determined from observed traffic counts taken on Tuesday January 23, 2024, at all but two study intersections. Counts for the East Bidwell interchange, dated May 23, 2023, were provided by the City.
- EPAP 2029 volumes without the Project were based on the greater of growth from all identified reasonably foreseeable projects effecting the study intersections, or five years of growth from the travel demand model:
    - With the addition of traffic from the approved medical facilities in Folsom Ranch, growth from the approved projects was generally larger than growth from the travel demand model.
    - Travel demand model growth was based on linear interpolation between the model base year and cumulative year to estimate 2024 and 2029 traffic volumes.
    - The travel demand model was then calibrated to local conditions using the traffic counts.
    - The higher growth increment from either the approved projects or the travel demand model was used for each movement.

- The NCHRP 255 adjustment was applied to all future volume forecasts, and the 2023 traffic counts were used as a floor to protect against negative growth.

The City of Folsom and its peer review consultant determined that the resulting forecast was conservatively high and requested that results from traffic forecasting done for the City's Regional Early Action Plan (REAP) grant from SACOG be used as a cap on traffic growth along the East Bidwell corridor. That modeling was done as part of an update to the General Plan and Zoning to increase residential densities for certain infill parcels. That traffic forecast was developed using an updated version of the General Plan Travel Demand Model[11].

The final traffic forecasts used for this study therefore used the REAP grant model as a cap on future growth and existing counts as a "floor" or minimum that volumes would not drop below.

- Cumulative 2035 analysis is not addressed by this analysis. It is industry practice and OPR guidance[12] to refer to existing program-level approvals for cumulative analysis when a project is consistent with the General Plan land use designation and zoning. Cumulative impacts are best described at the city-wide level by the General Plan's traffic analysis. The Project is consistent with the General Plan and zoning. The General Plan assumed land use for this parcel is described in Appendix D of the General Plan EIR[13]. The resulting Institute of Transportation Engineers (ITE) trip generation based on the adopted land use and zoning is 15,000 daily trips[14], which is approximately three times higher than the anticipated Project trip generation (5571 daily trips) reported later in **Section 5.2** of this report.

[11] Lazzarini, Luck; M. Weir and C. Yee (2024) City of Folsom – SACOG Increasing Residential Capacities Implementation (REAP) memorandum, Kimely Horn Associates, April 17, 2024. Provided by City of Folsom.

[12] OPR (2023) Governor's Office of Planning and Research, 2023 CEQA handbook section 15168 (d)(2), online at https://www.califaep.org/docs/CEQA_Handbook_2023_final.pdf, accessed April 12, 2023.

[13] Folsom (2018) General Plan DEIR, Appendix D "Holding Capacity", online at: https://www.folsom.ca.us/home/showpublisheddocument/11553/637963489487330000, accessed April 11, 2023.

[14] 2035 General Plan (GP) DEIR land use/trip generation assumptions for APN: 072-0270-160-000

Use	Weight	Amount (ksf)	ITE LU	Description	Daily trips
Retail	30%	86.0	820	Shopping Center	3183
Service	15%	43.0	941	Quick Lub Vehicle Shop	2992
Office	10%	28.7	710	Office	311
Other	10%	28.7	820	Shopping Center	1062
Medical	10%	28.7	720	Medical Office	1033
Government	5%	14.3	739	Govt Office building	323
Food/Restaurant	20%	57.3	932	High turnover (Sit-Down) Restaurant	6143
Parcel total per General Plan EIR					**15047**

- Traffic operations were analyzed both with and without the proposed Project to identify potential violations of General Plan level-of-service policies.

4.2 Level-of-Service Methodology

Level-of-service (LOS) is a qualitative indication of the level of delay and congestion experienced by motorists using an intersection. Levels-of-service are designated by the letters A through F, with A being the best condition and F being the worst (high delay and congestion). Calculation methodologies, measures of performance, and thresholds for each letter grade differ for road segments, signalized intersections, and unsignalized intersections.

Based on guidance from City of Folsom staff, the following procedures described below for intersection and segment traffic operations analysis were selected for this study.

Intersection Traffic Operations Analysis

Signalized Intersections

The methodology from the Highway Capacity Manual (HCM) 6th Edition is used to analyze signalized intersections. Level-of-service can be characterized by the entire intersection, each approach, or by lane group. Control delay alone (the weighted average delay for all vehicles entering the intersection) is used to characterize level-of-service for the entire intersection or an approach. Control delay and volume to capacity ratio are used to characterize level-of-service for lane groups. The average delay criteria used to determine the level-of-service at signalized intersections is presented in **Table 4**.

Table 4. Level-of-service criteria for signalized intersections

Level -of-Service	Description	Average Delay[1] (Sec. /Vehicle.)
A	Very Low Delay: This level-of-service occurs when progression is extremely favorable, and most vehicles arrive during a green phase. Most vehicles do not stop at all.	≤ 10.0
B	Minimal Delays: This level-of-service generally occurs with good progression, short cycle lengths, or both. More vehicles stop than at LOS A, causing higher levels of average delay.	10.1-20.0
C	Acceptable Delay: Delay increases due to only fair progression, longer cycle lengths, or both. Individual cycle failures (*service all waiting vehicles*) may begin to appear at this level of service. The number of vehicles stopping is significant, though many still pass through the intersection without stopping.	20.1-35.0
D	Approaching Unstable/Tolerable Delays: The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	35.1-55.0
E	Unstable Operation/Significant Delays: This is considered by many agencies the upper limit of acceptable delays. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent occurrences.	55.1-80.0
F	Excessive Delays: This level, considered to be unacceptable to most drivers, often occurs with oversaturation (i.e., when arrival flow rates exceed the capacity of the intersection). It may also occur at high v/c ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also contribute to such delay levels.	> 80.0 or v/c >1.0

Note 1: Weighted average of delay on all approaches. This is the measure used by the Highway Capacity Manual to determine level-of-service. Any movement with a volume-to-capacity ratio (v/c) greater than 1.0 is considered to be level-of-service F.

Source: Transportation Research Board (2022) Highway Capacity Manual 7th Edition, Washington D.C.

Unsignalized Intersections

The methodology from HCM 6th Edition is used for the analysis of unsignalized intersections. At an unsignalized intersection, most of the main street traffic is un-delayed, and, by definition, have acceptable conditions. The main street left-turn movements and the minor street movements are all susceptible to delay of varying degrees. Generally, the higher the main street traffic volumes, the higher the delay for the minor movements. Separate methods are utilized for Two-Way Stop-Controlled (TWSC) intersections and All-Way Stop-Controlled (AWSC) intersections.

- **TWSC:** The methodology for analysis of two-way stop-controlled intersections calculates an average total delay per vehicle for each minor street movement and for the major street left-turn movements, based on the availability of adequate gaps in the main street through traffic. A level-of-service designation is assigned to individual movements or combinations of movements (in the case of shared lanes) based upon delay, it is not defined for the intersection as a whole. The unsignalized intersection level-of-service reported herein is for each movement (or group of movements) based upon the respective average delay per vehicle. **Table 5** presents the average delay criteria used to determine the level-of-service at TWSC and AWSC intersections.
- **AWSC:** At all-way stop-controlled intersections, the level-of-service is determined by the weighted average delay for all vehicles entering the intersection. The methodologies for these types of intersections calculate a single weighted average delay and level-of-service for the intersection as a whole. The average delay criteria used to determine the level-of-service at all-way stop intersections is the same as that presented in **Table 5**. Level-of-service for specific movements can also be determined based on the TWSC methodology.

It is not unusual for some of the minor street movements at unsignalized intersections to have level-of-service D, E, or F conditions while the major street movements have level-of-service A, B, or C conditions. In such a case, the minor street traffic experiences delays that can be substantial for individual minor street vehicles, but the majority of vehicles using the intersection have very little delay. Usually in such cases, the minor street traffic volumes are relatively low. If the minor street volume is large enough, improvements to reduce the minor street delay may be justified, such as channelization, widening, or signalization.

Table 5. Level-of-service criteria for unsignalized intersections

Level of Service (LOS)	Description	TWSC[1] Average Delay by Movement (seconds / vehicle)	AWSC[2] Intersection Wide Average Delay (seconds / vehicle)
A	Little or no delay	< 10	< 10
B	Short traffic delay	> 10 and < 15	> 10 and < 15
C	Average traffic delays	> 15 and < 25	> 15 and < 25
D	Long traffic delays	> 25 and < 35	> 25 and < 35
E	Very long traffic delays	> 35 and < 50	> 35 and < 50
F	Extreme delays potentially affecting other traffic movements in the intersection	> 50 (or v/c >1.0)	> 50

Note 1: Two-Way Stop-Control (TWSC) level-of-service is calculated separately for each minor street movement (or shared movement) as well as major street left turns using these criteria. Any movement with a volume to capacity ratio (v/c) greater than 1.0 is considered to be level-of-service F.

Note 2: All-Way Stop-Control (AWSC) assessment of level-of-service at the approach and intersection levels is based solely on control delay.

Source: Transportation Research Board (2022) Highway Capacity Manual 7th Edition, Washington D.C.

Caltrans Merge/Diverge/Weave Level-of-Service Analysis

Freeway merge/diverge segments, basic segments, and weaving segments were analyzed utilizing the methodologies outlined in Chapters 12-14 of the Highway Capacity Manual, 7th Edition (HCM 2022)[15]. Freeway operations and level-of-service are defined by density (passenger cars per mile per lane) which depends upon traffic volumes and the ramp characteristics. These characteristics include the length and type of acceleration/deceleration lanes; free-flow speeds; number of lanes; grade; and types of facilities. **Table 6** through **Table 8** shows the relationship of level-of-service to freeway density.

Table 6. Level-of-service criteria – basic freeway segment

Level of Service	Maximum Density (passenger vehicles per mile per lane)
A	0-11
B	>11-18
C	>18-26
D	>26-35
E	>35-45
F	>45, or demand exceeds capacity

Source: Transportation Research Board (2022) Highway Capacity Manual, Chapters 12, Washington, D.C.

[15] Transportation Research Board (2022) Highway Capacity Manual, 7th Edition, Washington, D.C.

Table 7. Level-of-service criteria - freeway ramp merge/diverge areas

Level of Service	Maximum Density (passenger vehicles per mile per lane)
A	0-10
B	>10-20
C	>20-28
D	>28-35
E	> 35
F	Demand exceeds capacity

Source: Transportation Research Board (2022) Highway Capacity Manual, Chapters 14, Washington, D.C.

Table 8. Level-of-service criteria - freeway weaving areas

Level of Service	Maximum Density (passenger vehicles per mile per lane)
A	0-10
B	>10-20
C	>20-28
D	>28-35
E	> 35-43
F	>43, or demand exceeds capacity

Source: Transportation Research Board (2022) Highway Capacity Manual, Chapters 13, Washington, D.C.

4.3 Standards of Significance

Level-of-service impacts of the proposed Project were determined based on the methods described above and identified as either "worsened" or "not-worsened " in the following thresholds:

Policy M 4.13 of the City of Folsom General Plan (adopted August 28, 2018) calls for the City to:

> *Strive to achieve at least traffic Level-of-Service "D" (or better) for local streets and roadways throughout the City. In designing transportation improvements, the City will prioritize the use of smart technologies and innovative solutions that maximize efficiency and safety while minimizing the physical footprint. During the course of plan buildout, it may occur that temporarily higher levels-of-service result where roadway improvements have not been adequately phased as development proceeds. However, this situation will be minimized based on annual traffic studies and monitoring programs. City Staff will report to the City Council at regular intervals via the Capital Improvement Program process for the Council to prioritize projects integral to achieving level-of-service D or better.*

Consistent with historical practice within the City of Folsom, the General Plan EIR also includes a criterion addressing potential impacts at locations that operate at level-of-service E or F under

no-project conditions. Under that standard, a significant impact would occur if the proposed project would:

> *Increase the average delay by five seconds or more at an intersection that currently operates (or is projected to operate) at an unacceptable level-of-service under "no-project" conditions.*

For the purposes of this analysis, an impact is considered potentially significant if implementation of the project would result in any of the following:

- Cause an intersection in Folsom that currently operates (or is projected to operate) at level-of-service D or better to degrade to level-of-service E or worse;
- Increase the average delay by five seconds or more at an intersection in Folsom that currently operates (or is projected to operate) at an unacceptable level-of-service E or F.

In addition, 95th percentile queue lengths are considered along with level-of-service. The computed 95th percentile queue length is the length of queue that is anticipated to be exceeded once out of every twenty signal cycles. When queues exceed the available storage length in a turn pocket and spill out to block adjacent travel lanes it invalidates level-of-service calculations. The intersection effectively operates at an unacceptable level-of-service. For this analysis, a Project related level-of-service deficiency from queueing is assumed to occur when:

- Project traffic is anticipated to cause the 95th percentile right-turn and/or left-turn queue length to exceed available storage lengths in a turn bay.
- The 95th percentile right-turn and/or left-turn queue exceeds the available storage length prior to the addition of Project traffic, and the Project is anticipated to add one or more car lengths to that 95th percentile queue length.

4.4 Analysis Tools

Control delays and level-of-service for study intersections were calculated using the Synchro/SimTraffic 12[16] software (Version 12.1, build 2, revision 8). Synchro implements the methodologies of the 7th Edition of the Highway Capacity Manual to model traffic controls and vehicle delays. The software requires data on road characteristics (geometric), traffic counts, and the signal timing data for each analysis intersection. In general, default parameters were used, except in locations where specific field data are available. Heavy vehicle percentages of 1% - 3% were assumed during the peak-hour based on traffic count data.

All level-of-service and queuing operations were evaluated using SimTraffic microsimulation. Twenty microsimulation model runs were performed for each analysis scenario. In congested networks vehicles can become "stuck" resulting in unrealistic microsimulation results. To avoid that the five worst performing simulation runs were eliminated, and then the five best performing

[16] https://www.trafficware.com/synchro-studio.html

microsimulation runs were eliminated to avoid biasing the results. The remaining 10 runs were then averaged.

The simulation runs anticipated significant westbound queueing on Iron Point Rd, east of Cavitt Dr, and northbound queueing on E. Bidwell Street, south of the westbound freeway ramps. As a quality assurance/quality control check, abated Project analysis made sure that those queues were greatly reduced with the recommended abatement measures. This is needed because having traffic queued on the edges of the area covered by the microsimulation model tends to meter/reduce the amount traffic reaching other study intersections. That metering improves traffic operations at the intersections not affected by the long queues approaching the study area. By ensuring that there is less of a metering effect at the edges of the area covered by abated Project microsimulations, we ensure that the results at all study intersections are not experiencing artificially approved upstream metering.

As an additional quality assurance/quality control check, TKTPM confirmed in the field that there is significant queueing on northbound E. Bidwell St metered by the East Bidwell interchange, and significant amounts of queueing on westbound Iron Point Rd.

5. EXISTING 2024 CONDITIONS

This section presents the Existing condition. For purposes of this study, Existing conditions represent typical midweek, non-holiday, traffic volumes in winter of 2024.

5.1 Existing 2024 Condition

Data Sources

The analysis tools require a variety of data to generate the evaluation criteria. The following sections describe data collection procedures for Existing conditions. There were three primary data elements (roadway characteristics, intersection turning movement counts, and traffic control data); and two supplementary elements (other recent studies, and field data) that comprise the data collection program for this traffic analysis.

Roadway Geometry and Usage Characteristics

The geometry and usage data for the analysis were collected through aerial photographs, field visits, and prior studies. The current intersection geometry was field validated. **Table 9** shows the key items included in the geometric data and the source for each item.

Table 9. Key items and sources for geometry and usage data

Key Item	Source
Lane configurations and width	Aerial photographs and field visits
Lane utilization	Prior studies, aerial photographs, and field visits
Intersection spacing	Aerial photographs and field visits
Length of storage bays	Aerial photographs and field visits
Transit stops and routes	Transit schedules, aerial photographs, and field visits
Turn prohibitions or allowance	Aerial photographs, field visits, and traffic counts

Lane configurations and width – These data specify the number of lanes and the width of the roadway in each direction, and the directional turns that are allowed from each lane.

Lane utilization – These data specify how lanes are used by drivers, such as traffic distribution between lanes on a multi-lane roadway.

Intersection spacing – These data refer to the distance (in feet) between intersections.

Length of storage bays – These data refer to the length (in feet) of available storage for left-turning or right-turning vehicles where exclusive turn lanes are available. It is collected for right-turn lanes when the parking lane is used as a right-turn lane.

Transit stops and routes – A transit stop is an area where passengers await, board, alight, and transfer between transit vehicles. A transit route is the roadway that transit vehicles operate on.

Turn prohibitions or allowance – These data specify if right turns on red (RTOR) are allowed on the roadway.

Intersection Turning Movement Counts

Existing morning and evening peak period vehicle and pedestrian turning movement counts were collected at study intersections on Thursday January 23, 2024. Traffic count data sheets are provided in **Appendix B** of this report. Peak-hour traffic counts were used to conduct the intersection level-of-service analysis. Where appropriate turning movement counts at consecutive intersections were balanced by adding traffic to conservatively reflect existing traffic flows. Observed intersection peak-hour factors (PHF) were applied. **Figure 8** provides a summary of the intersection lane geometry and peak period turning movements under Existing conditions.

Existing Condition Intersection Level-of-Service

Table 10 and **Table 11** present a summary of level-of-service results and a comparison of 95th percentile queue lengths at the study intersections under Existing conditions. The 95th percentile queue length is the length of queue that is anticipated to be exceeded 5% of the time, or one out of every 20 cycles of the traffic signal. The resulting tables include color coded highlighting of some data. Grey highlights denote level-of-service or queueing that is inconsistent with adopted General Plan policies, but that are not created or worsened by Project traffic. There is also data that appears in a red font, those reflect queueing on through-lanes. Those data are used as a quality assurance quality control checks at intersections 10 and 15, and to identify where through queues may extend through adjacent intersections at intersections 5, 6, and 7.

Four intersections have been identified that fail to meet the General Plan level-of-service standard.

- East Bidwell St/Iron Point Rd is anticipated to operate at level-of-service E during the AM and PM peak-hours.
- East Bidwell St/westbound US 50 offramp is anticipated to operate at level-of-service F during the AM peak hour and E during the PM peak-hour.
- East Bidwell St/eastbound US 50 offramp is anticipated to operate at level-of-service F during the AM and PM peak-hours.
- Iron Point Rd/Cavitt Dr is anticipated to operate at level-of-service E during the AM peak-hour and F during the PM peak-hour.

Seven of the study intersections have calculated 95th percentile queue lengths that exceed available storage prior to the addition of Project traffic:

- East Bidwell St/Scholar Way,
- East Bidwell St/Power Center Dr,
- East Bidwell St/Broadstone Pkwy,
- East Bidwell St/Via Sole,
- East Bidwell St/Iron Point Rd,
- East Bidwell/westbound US 50 offramp, and
- Iron Point Rd/Cavitt Dr.

These locations are highlighted with gray in **Table 10**. Calculation sheets for intersection delay, level-of-service, and queueing are provided in **Appendix C**.

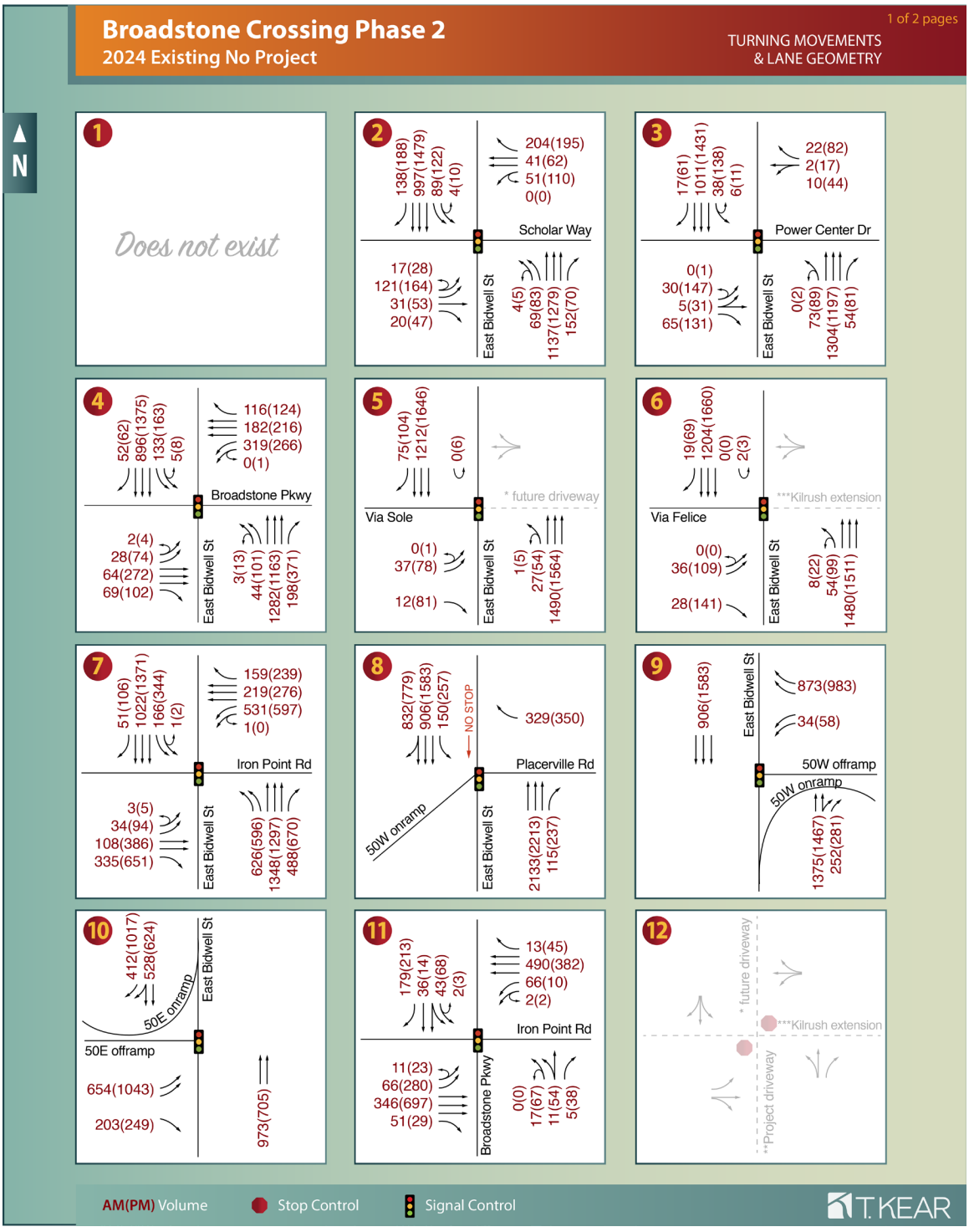


Figure 8. Existing 2024 condition turn movements and geometry

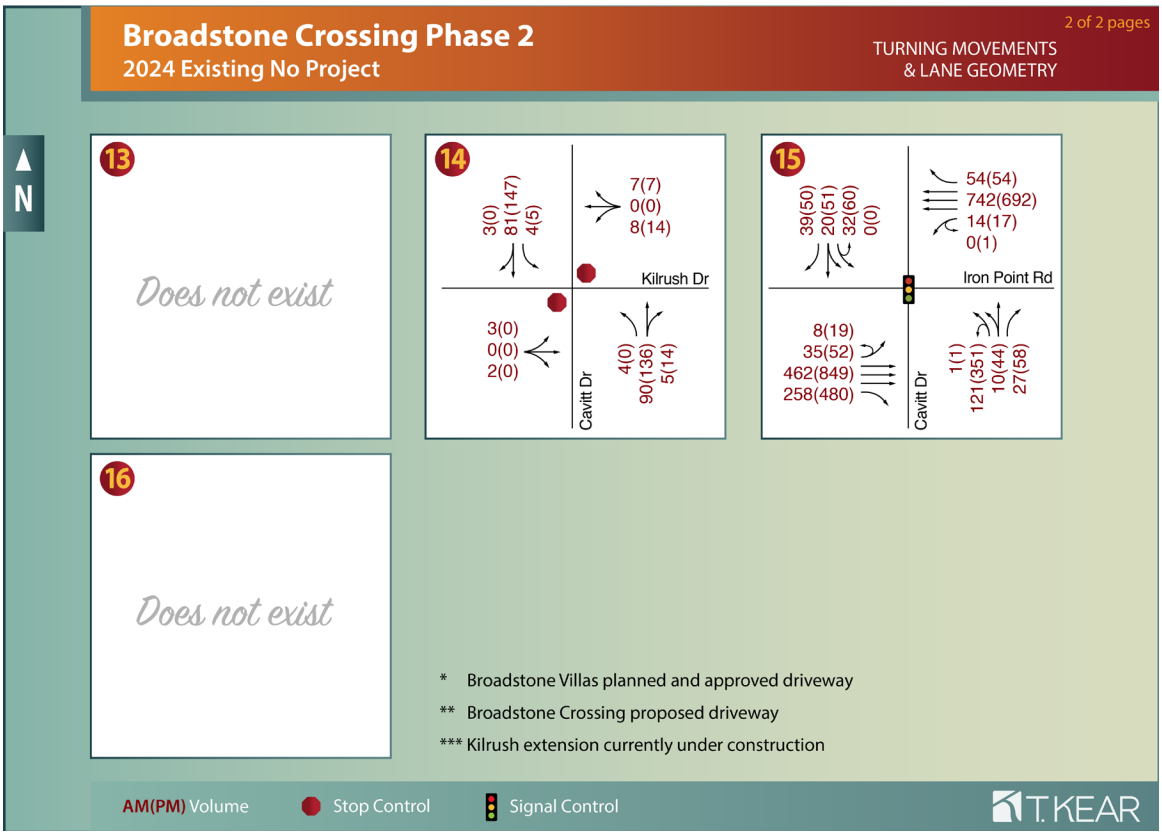


Figure 8. Existing 2024 condition turn movements and geometry (continued)

Table 10. Existing 2023 intersection peak-hour delay and level-of-service (LOS)

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2024 AM No Project	2024 PM No Project
2	E. Bidwell/ Scholar	Signal	13.4 / B	19.6 / B
		EBL 200	151	181
		WBL 200	93	170
		NBL 250	74	94
		SBL 230	129	234
3	E. Bidwell/ Power Center	Signal	7.4 / A	18.2 / B
		NBL 185	119	167
		SBL 240	93	246
4	E. Bidwell/ Broadstone	Signal	20.5 / C	21.9 / C
		EBL 230	42	86
		WBL 240	251	216
		NBL 230	68	120
		SBL 230	143	175
5	E. Bidwell/ Via Sole	Signal	1.7 / A	4.2 / A
		EBL 75	57	102
		WBL n/a	N/A	N/A
		NBL 250	61	121
		SBL 250	0	27
		NBT 775	58	188
		SBT 539	121	101
6	E. Bidwell/ Via Felice	Signal	2.5 / A	7.4 / A
		EBL N/A, AWSC @ 75'	66	170
		WBL n/a	N/A	N/A
		NBL 250	91	203
		SBL 250	12	19
		NBT 785	94	243
		SBT 775	146	286

Table 10. Existing 2023 intersection peak-hour delay and level-of-service (LOS) continued

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2024 AM No Project	2024 PM No Project
7	E. Bidwell/ Iron Point	Signal	57.7 / E	65.4 / E
		EBL 280	57	133
		WBL 240	372	344
		NBL 260	360	386
		SBL 440	156	335
		NBT 546	561	673
		SBT 785	375	488
8	E. Bidwell/ Placerville	Signal	33.1 / C	19.6 / B
		SBL 250	119	200
9	E. Bidwell/ WB Ramps	Signal	127.1 / F	55.8 / E
		WB (1560' ramp)	1623	938
10	E. Bidwell/ EB Ramps	Signal	351.6 / F	82.1 / F
		EB (1815' ramp)	1618	1588
		NB	3771	850
11	Broadstone/ Iron Pt	Signal	6.5 / A	9.8 / A
		EBL 225	54	154
		WBL 240	49	25
		SBL 230	35	52
12	Kilrush/ Driveway 1	AWSC	Does Not Exist	
		EBL 190		
		WB 261		
14	Cavitt/ Kilrush	TWSC	3.8 (EB) / A	3.6 (WB) / A
		NBL 90	6	0
		SBL 90	4	8
15	Iron Pt/ Cavitt	Signal	57.2 / E	126 / F
		EBL 200	68	124
		WBL 200	186	229
		NBL 250	118	387
		SBL 160	20	42
		WB	1302	1798
16	Iron Pt/Driveway 2	TWSC	Does Not Exist	

* Worst approach or movement on multi-lane approaches

Table 11. Existing 2024 freeway segment density / level-of-service

ID	Description	Segment Type	2024 AM No Project	2024 PM No Project
Westbound				
A	E. Bidwell diagonal offramp	Diverge	16.8 / B	17.2 / B
B	E. Bidwell diagonal onramp	Merge	17.9 / B	15.3 / B
Eastbound				
C	E. Bidwell diagonal offramp	Diverge	15.0 / B	21.1 / C
D	E. Bidwell diagonal onramp	Merge	11.9 / B	17.8 / B

Note: density has units of passenger cars per hour per lane mile.

5.2 Assessment of Proposed Project

Trip Generation

Traffic generated by the proposed Project was based on Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021), and is provided in **Table 12** and **Table 13** below for vehicles and pedestrians respectively. Pedestrian trips are not typically directly modeled in LTAs, however, they were deemed important for this study as a significant number of those new trips would be anticipated to cross East Bidwell Street which in turn would break the coordinated traffic signal timing along East Bidwell Street. Thus, pedestrian trips were estimated to ensure that propensity for pedestrian signal calls at affected intersections could be adequately represented in the with-Project microsimulation models.

Table 12. Project vehicle trip generation

Use	Land Use	Size	Metric	Daily	AM Total	AM In	AM Out	PM Total	PM In	PM Out	Notes
Office	ITE #710	94.34	Rate	11.7	1.69	88%	12%	1.68	17%	83%	AM and PM are peak hour of Adj. street traffic.
			bases	Equation	Equation			Equation			
			Trips	1103	159	140	19	158	27	131	
Medical Office	ITE #720	106.5	Rate	42.0	3.74	59%	41%	5.26	40%	60%	AM and PM are peak hour of generator.
			bases	Equation	Average rate			Equation			
			Trips	4468	382	225	157	560	224	336	
Total			**Trips**	**5571**	**541**	**365**	**176**	**718**	**251**	**467**	

Table 13. Project pedestrian trip generation

Description	ITE Land Use	Quantity	AM Walk Trips	PM Walk Trips	Notes
Broadstone Crossing Office	#710	94.34 ksf	17	21	ITE Rate: Walk+bike+Transit peak hour of Adjacent Street (Average Rate)
Broadstone Crossing Medical Office Building	#720	106.5 ksf	43	70	Scaled from LU #710 using peak hour trip generation
Broadstone Villas Multi-Family	#221	257 DU	15	18	ITE Rate: Walk+bike+Transit peak hour of Adjacent Street (Average Rate)
Total			**75**	**109**	

Trip Distribution and Assignment

Trip distribution was based on observed traffic counts and select zone analysis within the travel demand model, and nearby projects. Project trip distribution and assignment for existing 2024 and EPAP 2029 Conditions are shown in **Figure 9**. The resulting assignment of Project trips is provided in **Figure 10**.

Figure 9. Project trip distribution for Existing 2024 and EPAP 2029 conditions

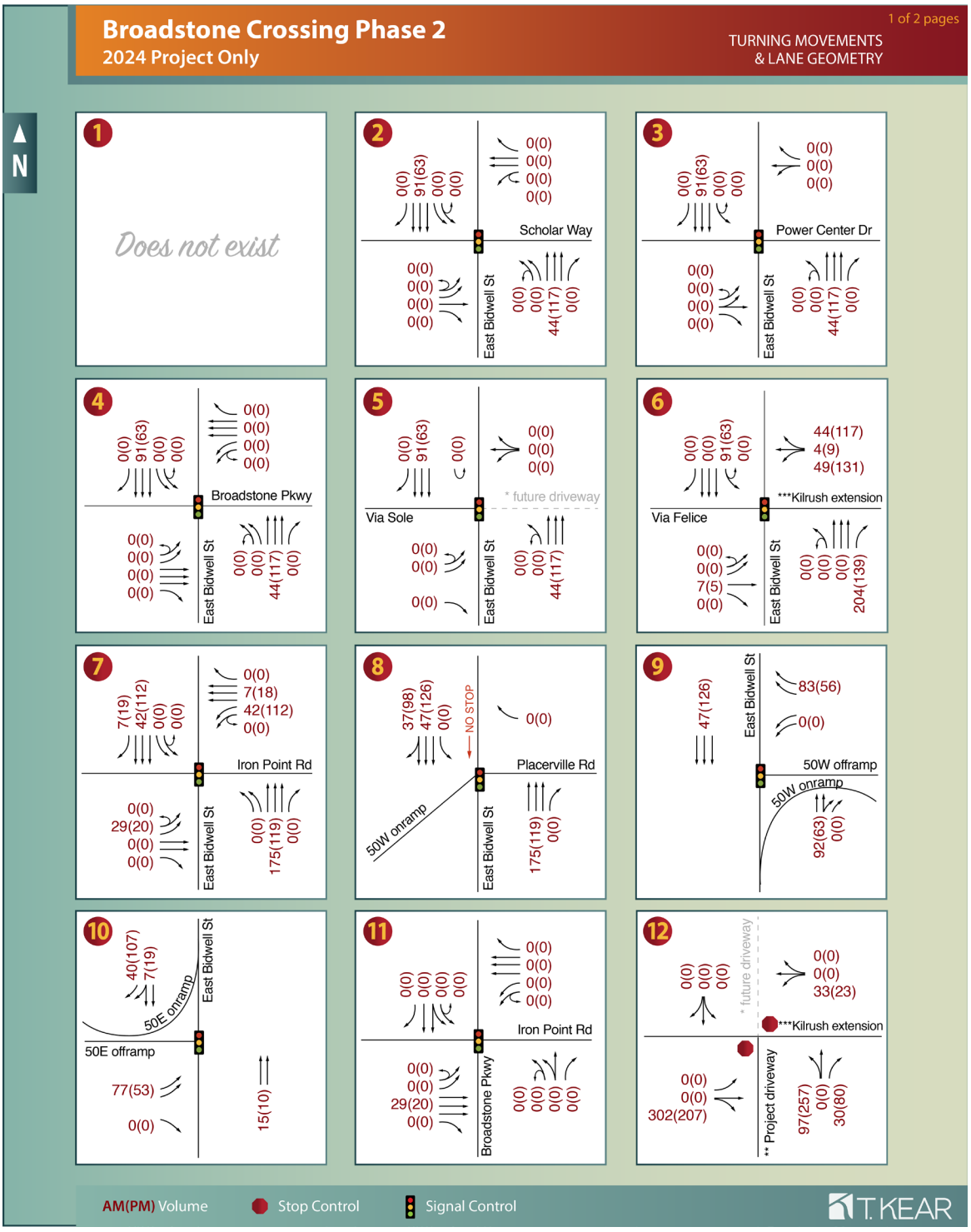


Figure 10. Project trip assignment

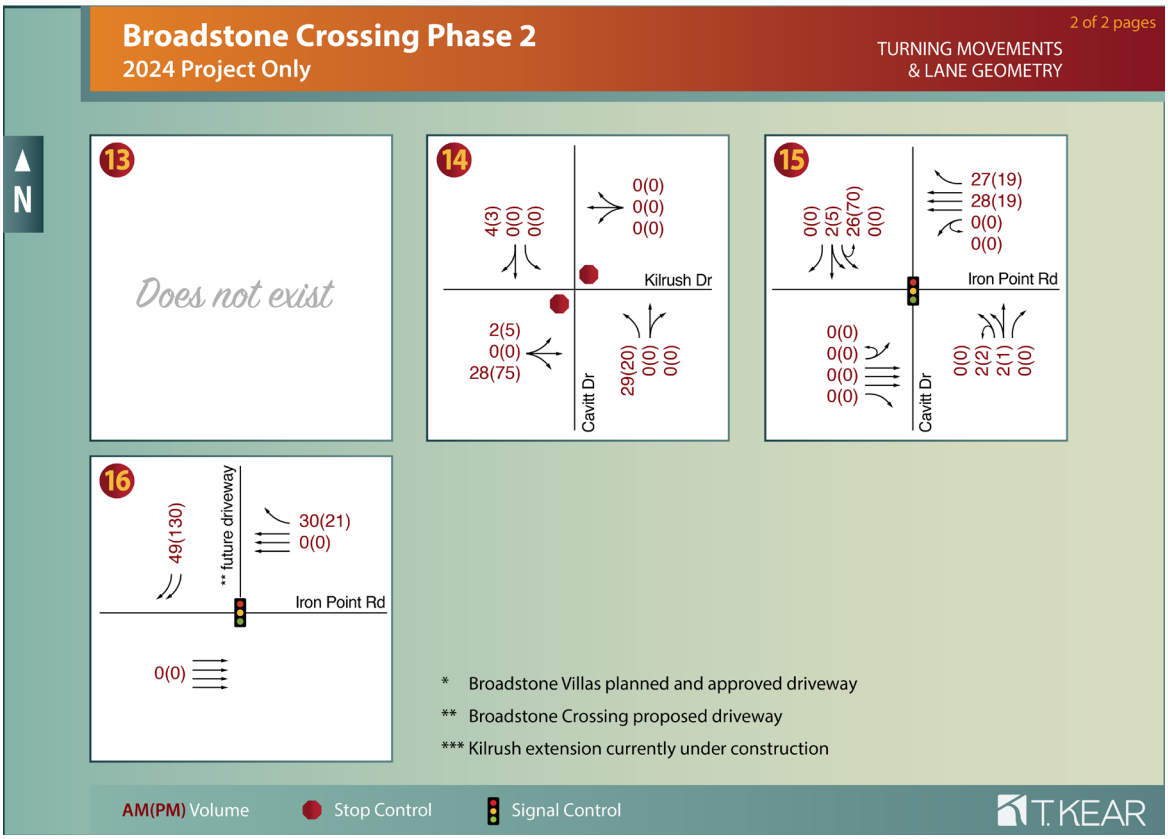


Figure 10. Project trip assignment (continued)

5.3 Existing 2024 with Project Conditions

Peak-hour traffic associated with the Project was added to the Existing 2024 turning volumes at each intersection. Delay and level-of-service were determined at the study intersections and segments. **Figure 11** summarizes the turning movements and lane configurations for the Existing with Project condition. **Table 14** and **Table 15** presents a summary of the level-of-service and queuing calculations at the study intersections. The result tables include color coded highlighting of some data. Grey highlights denote level-of-service or queueing that is inconsistent with adopted General Plan policies, but that are not created or worsened by Project traffic. Orange highlights denote level-of-service or queueing that is inconsistent with adopted General Plan policies which are created by or worsened by Project traffic. There is also data that appears in a red font, those reflect queueing on through-lanes. Those data are used as a quality assurance quality control check at intersections 10 and 15, and to identify where through queues may extend through adjacent intersections at intersections 5, 6, and 7.

There are two locations where Project traffic is anticipated to create new or worsen existing level-of-service:

- East Bidwell St/eastbound US 50 offramp is anticipated to operate at level-of-service F during the AM and PM peak-hours. The AM level-of-service F condition has more than 5 seconds of increased delay which is considered a Project related deficiency. (The PM level-of-service F condition has less than 5 seconds of increased delay which is not considered a Project related deficiency.)
- Iron Point Rd/Cavitt Dr is anticipated to operate at level-of-service E during the AM peak-hour and F during the PM peak-hour. Project traffic increases delays by more than 5 seconds which is considered a Project related deficiency.

There are two study intersections where Project traffic is anticipated to create new or worsens existing 95th percentile queue lengths:

- East Bidwell St/Kilrush Dr (via Felice),
- East Bidwell St/Iron Point Rd

These locations are highlighted with orange fill in **Table 14**; except for level-of-service at the Iron Point Rd/Project driveway intersection which remains in a grey highlight as that deficiency occurs on private property and is not subject to the City level-of-service policy. Calculation sheets for intersection delay, level-of-service, and queueing are provided in **Appendix C**. Abatement measures that address the Project related deficiencies are provided in **Section 7** of this report.

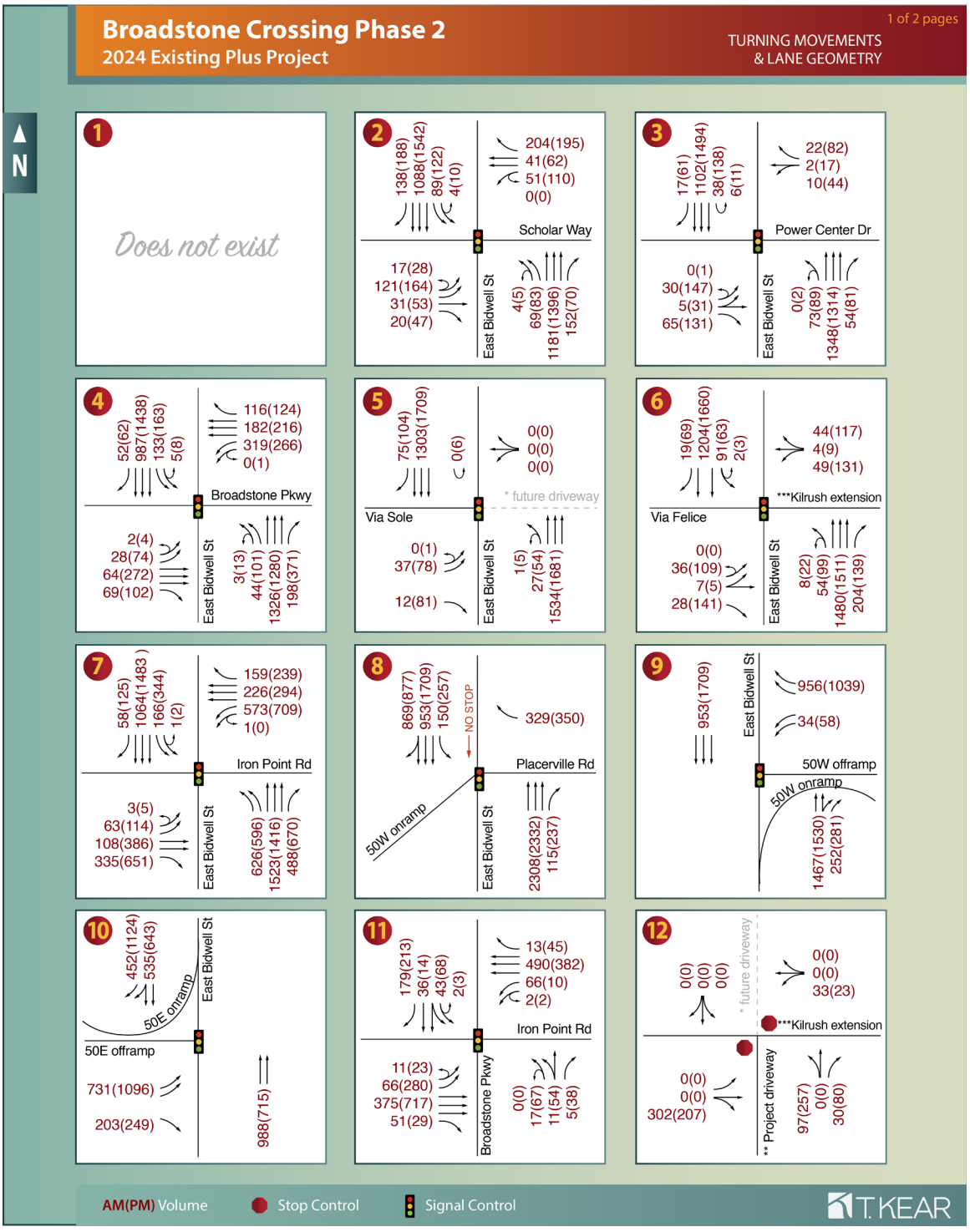


Figure 11. Existing 2024 with Project condition turning movements and lane geometry

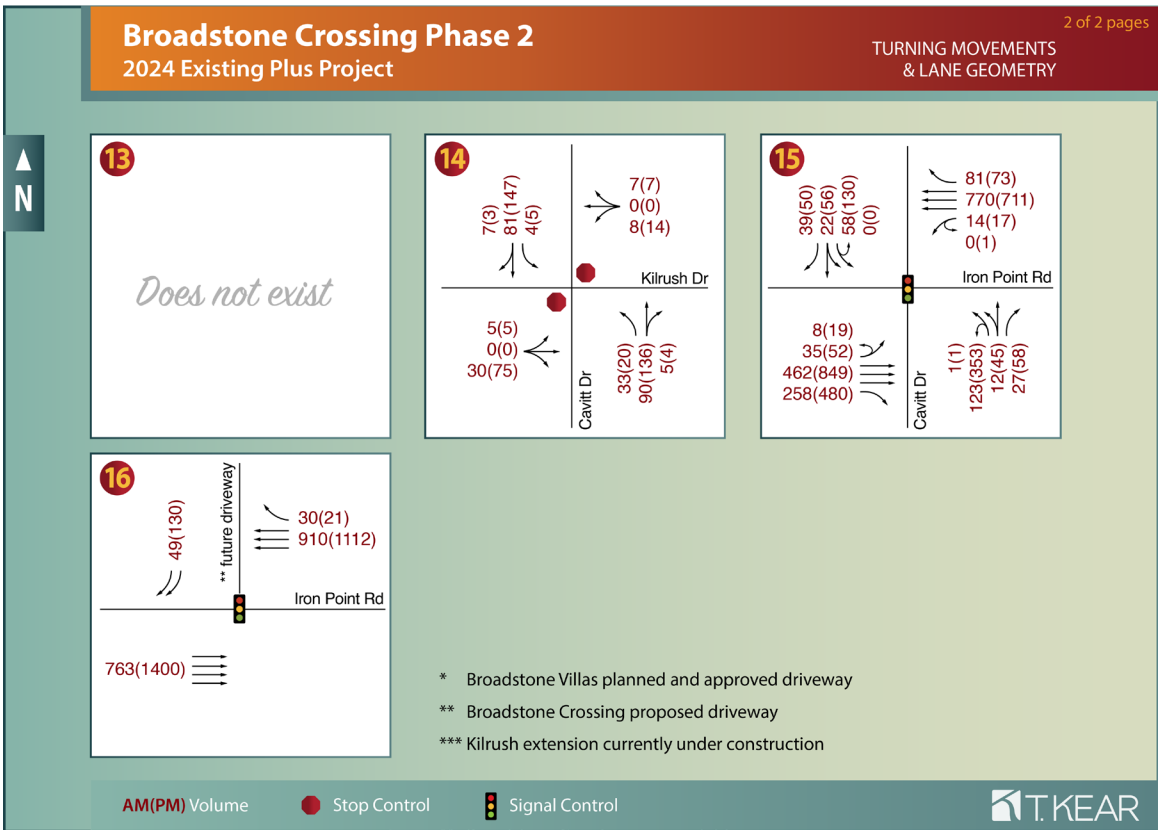


Figure 11. Existing 2024 with Project condition turning movements and lane geometry (continued)

Table 14. Existing 2024 intersection delay and level-of-service (LOS), with and without Project

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2024 AM No Project	2024 PM No Project	2024 AM With Project	2024 PM With Project
2	E. Bidwell/ Scholar	Signal	13.4 / B	19.6 / B	13.9 / B	18.3 / B
		EBL 200	151	181	150	180
		WBL 200	93	170	91	169
		NBL 250	74	94	103	105
		SBL 230	129	234	132	229
3	E. Bidwell/ Power Center	Signal	7.4 / A	18.2 / B	7.7 / A	19 / B
		NBL 185	119	167	143	165
		SBL 240	93	246	88	271
4	E. Bidwell/ Broadstone	Signal	20.5 / C	21.9 / C	19.9 / B	21.8 / C
		EBL 230	42	86	37	85
		WBL 240	251	216	226	217
		NBL 230	68	120	102	155
		SBL 230	143	175	161	176
5	E. Bidwell/ Via Sole	Signal	1.7 / A	4.2 / A	1.8 / A	4.5 / A
		EBL 75	57	102	63	106
		WBL n/a	N/A	N/A	N/A	N/A
		NBL 250	61	121	60	123
		SBL 250	0	27	0	30
		NBT 775	58	188	113	275
		SBT 539	121	101	112	152
6	E. Bidwell/ Via Felice	Signal	2.5 / A	7.4 / A	26 / C	35.8 / D
		EBL N/A, AWSC @ 75'	66	170	83	229
		WBL n/a	N/A	N/A	89	273
		NBL 250	91	203	165	273
		SBL 250	12	19	225	280
		NBT 785	94	243	382	412
		SBT 775	146	286	418	648

Table 14. Existing 2024 intersection delay and level-of-service (LOS), with and without Project continued

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2024 AM No Project	2024 PM No Project	2024 AM With Project	2024 PM With Project
7	E. Bidwell/ Iron Point	Signal	57.7 / E	65.4 / E	60.9 / E	70.3 / E
		EBL 280	57	133	80	298
		WBL 240	372	344	357	341
		NBL 260	360	386	354	404
		SBL 440	156	335	177	447
		NBT 546	561	673	563	682
		SBT 785	375	488	545	656
8	E. Bidwell/ Placerville	Signal	33.1 / C	19.6 / B	32.2 / C	18.8 / B
		SBL 250	119	200	117	197
9	E. Bidwell/ WB Ramps	Signal	127.1 / F	55.8 / E	110.4 / F	57.4 / E
		WB (1560' ramp)	1623	938	1275	1113
10	E. Bidwell/ EB Ramps	Signal	351.6 / F	82.1 / F	377.1 / F	85.9 / F
		EB (1815' ramp)	1618	1588	1545	1609
		NB	3771	850	3869	1016
11	Broadstone/ Iron Pt	Signal	6.5 / A	9.8 / A	6.3 / A	9.3 / A
		EBL 225	54	154	46	156
		WBL 240	49	25	51	19
		SBL 230	35	52	30	48
12	Kilrush/ Driveway 1	AWSC	Does Not Exist			4 / A
		EBL 190				122
		WB 261				42
14	Cavitt/ Kilrush	TWSC	3.8 (EB) / A	3.6 (WB) / A	3.3 (EB) / A	3.5 (WB) / A
		NBL 90	6	0	16	17
		SBL 90	4	8	3	4
15	Iron Pt/ Cavitt	Signal	57.2 / E	126 / F	69.8 / E	141 / F
		EBL 200	68	124	65	110
		WBL 200	186	229	223	234
		NBL 250	118	387	114	390
		SBL 160	20	42	33	90
		WB	1302	1798	1445	1793
16	Iron Pt/Driveway 2	TWSC	Does Not Exist		303.6 (SB) / F	391.7 (SB) / F

* Worst approach or movement on multi-lane approaches)

Table 15. Existing 2024 freeway segment density / level-of-service, with and without Project

ID	Description	Segment Type	2024 AM No Project	2024 PM No Project	2024 AM With Project	2024 PM With Project
Westbound						
A	E. Bidwell diagonal offramp	Diverge	16.8 / B	17.2 / B	17.6 / B	17.7 / B
B	E. Bidwell diagonal onramp	Merge	17.9 / B	15.3 / B	18.0 / C	15.8 / B
Eastbound						
C	E. Bidwell diagonal offramp	Diverge	15.0 / B	21.1 / C	15.7 / B	21.6 / C
D	E. Bidwell diagonal onramp	Merge	11.9 / B	17.8 / B	12.1 / B	18.2 / C

Note: density has units of passenger cars per hour per lane mile

6. EXISTING PLUS APPROVED PROJECTS (EPAP) 2029 CONDITIONS

This section presents existing condition traffic plus traffic from planned and approved projects that are reasonably expected to be constructed by the time the Project is constructed, corresponding to roughly five years' worth of growth.

6.1 EPAP 2029 Growth Increment

Five-year traffic forecasts were developed from both the travel demand model growth increment and the growth from approved projects, taking the higher growth increment for each turning movement; then applying existing counts as a minimum traffic volume and 2035 forecasts provided by the City as a cap on volumes (see discussion in **Section 4.1**).

- Travel demand model growth was estimated from 2015 and 2035 model runs, interpolated to 2024 to derive a local calibration factor. The calibrated model was then interpolated to 2029 with estimated turning movements being based on the NCHRP 255 adjustment methodology.
- As stated in **Section 2.1**, several projects were then specifically accounted for to ensure that the growth from key approved projects was fully accounted for. Specific approved projects included in this scenario are:
    - Dignity Health
    - UC Davis Health
    - Alder Creek Marketplace
    - Shops at Folsom Ranch
    - Absorption of 2500 of the approved dwelling units in Folsom Ranch
    - Villas at Broadstone
    - Avenida Folsom Apartments
    - Folsom Corporate Center Apartments
    - AC Hotel
    - Expanded Kaiser facility (west of the Palladio)
    - Expanded Kaiser facility (west of the Palladio)
    - Town Center North (this is a parcel map change but not a development application and has no EPAP traffic associated with it at this time)
    - (Note that the Scholar Way apartments were occupied at the time when traffic counts were conducted, and that traffic is captured under existing conditions.)
- Existing traffic counts were then used as a "floor "for the turning movement forecasts and the cumulative forecasts from the City were used as an upper limit on turning movement counts. These adjustments were made in coordination with City.

6.2 EPAP 2029 Conditions

The EPAP conditions analysis utilizes starting lane configurations and signal timing plans from the Existing conditions. Five intersections are assumed to be modified under EPAP 2029 conditions:

- **Intersection 5 (East Bidwell St/Via Sole)** is assumed to have an eastern leg accessing the Villas at Broadstone apartments. Split phasing for the eastbound and westbound approaches was assumed for the traffic signal.
- **Intersection 6 (East Bidwell St/Via Felice)** is assumed to have an eastern leg formed by the extension of Kilrush Dr. Split phasing for the eastbound and westbound approaches was assumed for the traffic signal.

- **Intersection 7 (East Bidwell St/Iron Point Rd)** was assumed to have a re-striped westbound approach consisting of a triple left turn, two through lanes, and a right turn lane[17]. The triple left is in a two-lane pocket, so the 3rd left turn lane is a trap lane. The right turn lane is also in a pocket. To avoid conflicts between swept path of eastbound and westbound left turns with the triple left, those movements are not permitted to operate concurrently.
- **Intersection 8 (East Bidwell St/Placerville Rd)** is assumed to have the southbound approach restriped so that there is a trap right turn, a through-right, a through, and a left turn. This configuration allows two southbound lanes to access US 50 westbound.
- **Intersection 12 (Kilrush Dr/driveway access)** is assumed to halve a northern leg accessing the Villas at Broadstone apartments.

Figure 12 summarizes the turning movements and lane configurations for the EPAP 2029 conditions scenario. **Table 16** and **Table 17** present a summary of level-of-service results for the study intersections under EPAP 2029 conditions. The resulting tables include color coded highlighting of some data. Grey highlights denote level-of-service or queueing that is inconsistent with adopted General Plan policies, but that are not created or worsened by Project traffic. There is also data that appears in a red font, those reflect queueing on through-lanes. Those data are used as a quality assurance quality control check at intersections 10 and 15, and to identify where through queues may extend through adjacent intersections at intersections 5, 6, and 7.

Three study intersections are anticipated to have a deficient level-of-service E or F.

- East Bidwell St/Iron Point Rd is anticipated to operate at level-of-service E during the AM peak-hour and F during the PM peak-hour.
- East Bidwell St/westbound US 50 offramp is anticipated to operate at level-of-service F during the AM peak hour.
- East Bidwell St/eastbound US 50 offramp is anticipated to operate at level-of-service F during the AM and PM peak-hours.

Seven study intersections have calculated 95th percentile queue lengths that exceed available storage prior to the addition of Project traffic:

- East Bidwell St / Scholar Way,
- East Bidwell St /Power Center Dr,
- East Bidwell St / Broadstone Pkwy,
- East Bidwell St /Via Sole,
- East Bidwell St /Iron Point Rd,
- Iron Point Rd/Cavitt Dr.

These locations are highlighted with gray fill in **Table 16**. Calculation sheets for intersection delay, level-of-service, and queueing are provided in **Appendix C**.

[17] Dave Stanek (2022) East Bidwell Street/Iron Point Road Traffic Analysis memorandum, Fehr and Peers, September 13, 2022, provided by City of Folsom.

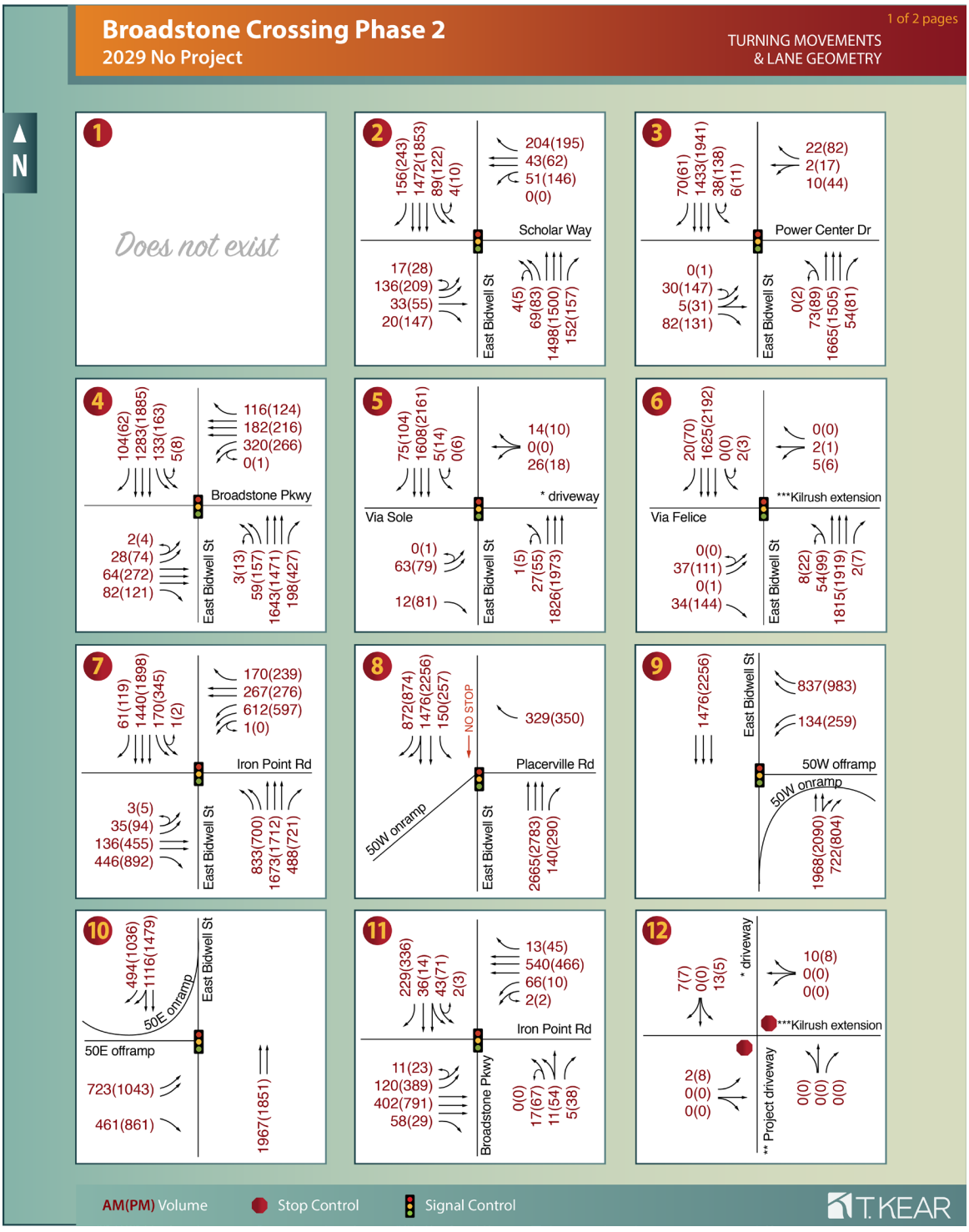


Figure 12. EPAP 2029 condition turning movements and geometry

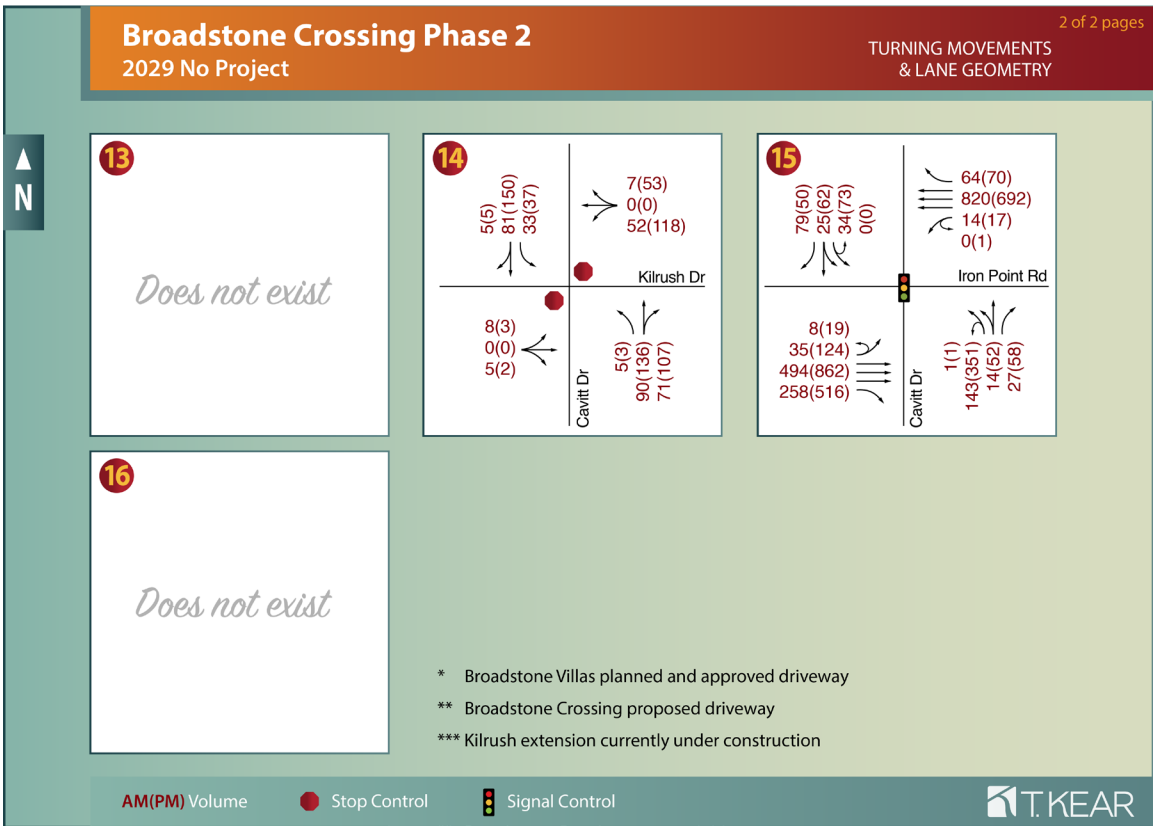


Figure 12. EPAP 2029 condition turning movements and geometry (continued)

Table 16. EPAP 2029 intersection delay and level-of-service

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2029 AM No Project	2029 PM No Project
2	E. Bidwell/ Scholar	Signal	12.2 / B	17.8 / B
		EBL 200	162	210
		WBL 200	91	210
		NBL 250	78	114
		SBL 230	155	269
3	E. Bidwell/ Power Center	Signal	7.8 / A	25.5 / C
		NBL 185	103	139
		SBL 240	111	326
4	E. Bidwell/ Broadstone	Signal	18.9 / B	29 / C
		EBL 230	46	87
		WBL 240	239	240
		NBL 230	64	189
		SBL 230	182	256
5	E. Bidwell/ Via Sole	Signal	11 / B	29.3 / C
		EBL 75	105	145
		WBL n/a	62	59
		NBL 250	49	139
		SBL 250	44	198
		NBT 775	233	419
		SBT 539	397	743
6	E. Bidwell/ Via Felice	Signal	8.2 / A	40 / D
		EBL N/A, AWSC @ 75’	70	218
		WBL n/a	17	17
		NBL 250	70	176
		SBL 250	12	72
		NBT 785	180	238
		SBT 775	433	963
7	E. Bidwell/ Iron Point	Signal	58.6 / E	80.6 / F
		EBL 280	50	121
		WBL 240	580	406
		NBL 260	355	401
		SBL 440	318	607
		NBT 546	563	705
		SBT 785	567	699

Table 16. EPAP 2029 intersection delay and level-of-service continued

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2029 AM No Project	2029 PM No Project
8	E. Bidwell/ Placerville	Signal	31.9 / C	15.1 / B
		SBL 250	118	176
9	E. Bidwell/ WB Ramps	Signal	108.1 / F	38 / D
		WB (1560' ramp)	1376	727
10	E. Bidwell /EB Ramps	Signal	400.7 / F	222.5 / F
		EB (1815' ramp)	1457	1300
		NB	3087	3265
11	Broadstone/ Iron Pt	Signal	6.6 / A	10.7 / B
		EBL 225	83	208
		WBL 240	49	22
		SBL 230	30	51
12	Kilrush/ Driveway 1	AWSC	2.5 / A	2.6 / A
		EBL 190	10	26
		WB 261	25	25
14	Cavitt/ Kilrush	TWSC	3.8 (WB) / A	5.3 (WB) / A
		NBL 90	7	6
		SBL 90	17	21
15	Iron Pt/ Cavitt	Signal	13.7 / B	42.7 / D
		EBL 200	63	150
		WBL 200	34	196
		NBL 250	95	283
		SBL 160	26	55
		WB	267	1046
16	Iron Pt/Driveway 2	TWSC	Does Not Exist	

* Worst approach or movement on multi-lane approaches

Table 17. EPAP 2029 freeway segment density / level-of-service

ID	Description	Segment Type	2029 AM No Project	2029 PM No Project
Westbound				
A	E. Bidwell diagonal offramp	Diverge	18.5 / B	18.4 / B
B	E. Bidwell diagonal onramp	Merge	20.5 / C	17.6 / B
Eastbound				
C	E. Bidwell diagonal offramp	Diverge	17.7 / B	24.7 / C
D	E. Bidwell diagonal onramp	Merge	12.1 / B	15.6 / B

Note: density has units of passenger cars per hour per lane mile

6.3 EPAP 2029 with Project Conditions

Peak-hour traffic associated with the Project was added to anticipated EPAP 2029 turning volumes at each intersection. Delay and level-of-service were then determined at the study intersections. **Figure 13** summarizes the turning movements and lane configurations for the EPAP 2029 with Project conditions.

Table 18 and **Table 19** present a summary of the level-of-service and queueing results for the study intersections. The result tables include color coded highlighting of some data. Grey highlights denote level-of-service or queueing that is inconsistent with adopted General Plan policies, but that are not created or worsened by Project traffic. Orange highlights denote level-of-service or queueing that is inconsistent with adopted General Plan policies which are created by or worsened by Project traffic. There is also data that appears in a red font, those reflect queueing on through-lanes. Those data are used as a quality assurance quality control check at intersections 10 and 15, and to identify where through queues may extend through adjacent intersections at intersections 5, 6, and 7.

There are three locations with anticipated level-of-service deficiency that the Project is anticipated to create or worsen:

- East Bidwell St / Power Center Dr is anticipated to operate at level-of-service E during the PM peak hour with more than 5 seconds of increased delay, which is considered to be Project related deficiency.
- East Bidwell St / Kilrush Dr extension (Via Felice) is anticipated to operate at level-of-service E during the PM peak hour with more than 5 seconds of increased delay, which is considered to be Project related deficiency.
- East Bidwell St/Iron Point Rd is anticipated to operate at level-of-service E during the AM peak-hour and F during the PM peak-hour. The AM peak hour delay increases by more than 5 seconds which is considered a Project related deficiency. (PM peak hour delay is increased by less than 5 seconds which is not considered to be a Project related impact.)

There are seven study intersections where Project traffic is anticipated to create new or worsens existing 95th percentile queue lengths:

- East Bidwell St / Scholar Way,
- East Bidwell St /Power Center Dr,
- East Bidwell St / Broadstone Pkwy,
- East Bidwell St /Via Sole,
- East Bidwell St /Via Felice,
- East Bidwell St /Iron Point Rd,
- Iron Point Rd/Cavitt Dr.

These locations are highlighted with orange fill in **Table 14**. Calculation sheets for intersection delay, level-of-service, and queueing are provided in **Appendix C**. Abatement measures that address the Project related deficiencies are provided in **Section 7** of this report.

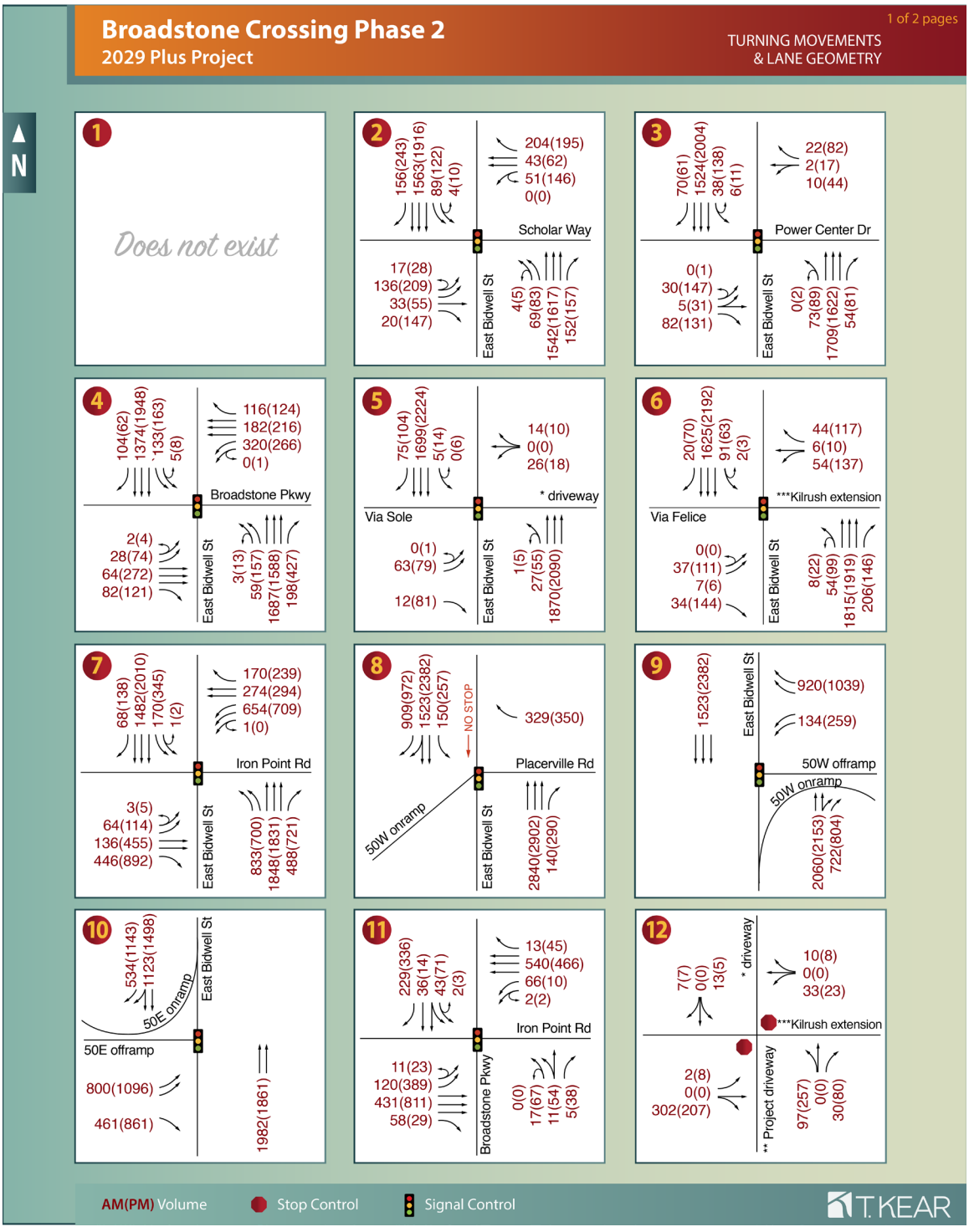


Figure 13. EPAP 2029 with Project turning movements and lane geometry

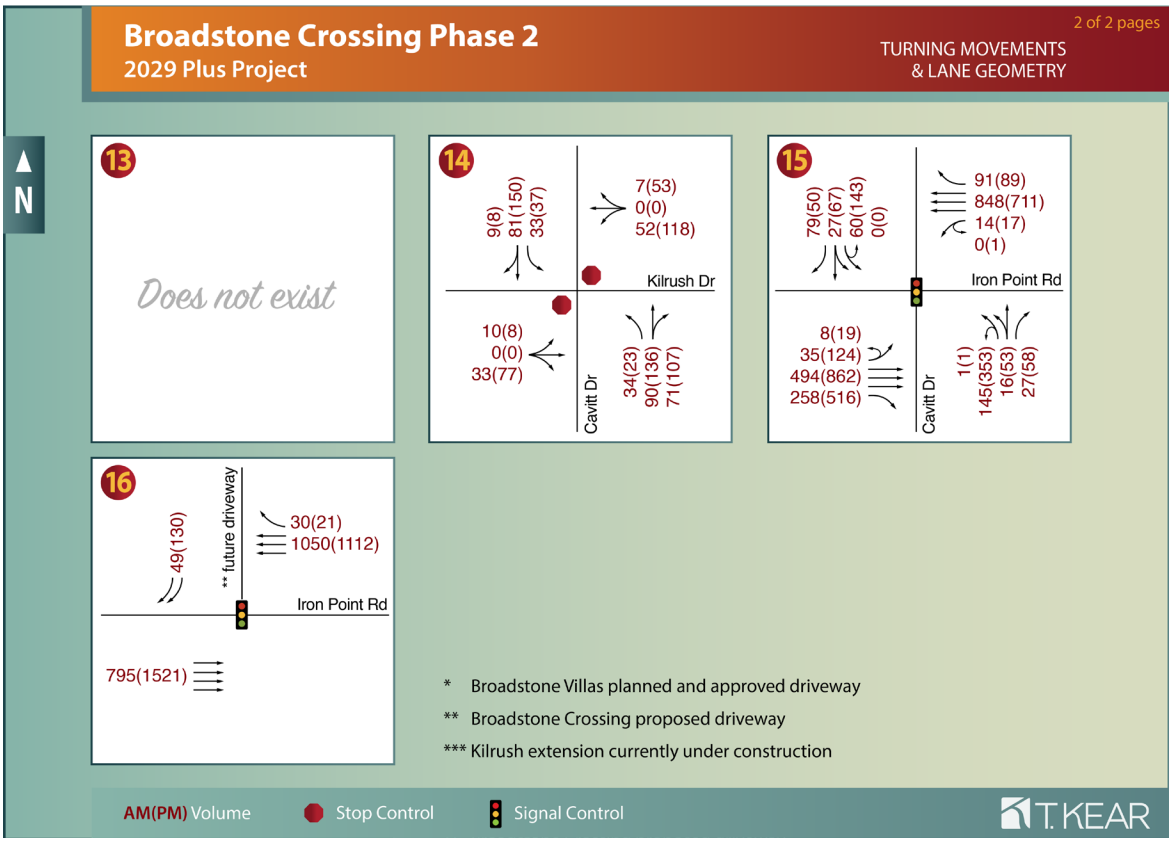


Figure 13. EPAP 2029 with Project turning movements and lane geometry (continued)

Table 18. EPAP 2029 intersection delay and level-of-service, with and without Project

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2029 AM No Project	2029 PM No Project	2029 AM With Project	2029 PM With Project
2	E. Bidwell/ Scholar	Signal	12.2 / B	17.8 / B	11.9 / B	23.6 / C
		EBL 200	162	210	148	227
		WBL 200	91	210	88	231
		NBL 250	78	114	67	98
		SBL 230	155	269	166	317
3	E. Bidwell/ Power Center	Signal	7.8 / A	25.5 / C	7.1 / A	56.21 / E
		NBL 185	103	139	105	171
		SBL 240	111	326	98	376
4	E. Bidwell/ Broadstone	Signal	18.9 / B	29 / C	18.1 / B	46.4 / D
		EBL 230	46	87	47	166
		WBL 240	239	240	239	306
		NBL 230	64	189	85	222
		SBL 230	182	256	199	313
5	E. Bidwell/ Via Sole	Signal	11 / B	29.3 / C	12 / B	51.4 / D
		EBL 75	105	145	90	206
		WBL n/a	62	59	57	68
		NBL 250	49	139	54	163
		SBL 250	44	198	41	244
		NBT 775	233	419	437	516
		SBT 539	397	743	379	751
6	E. Bidwell/ Via Felice	Signal	8.2 / A	40 / D	30.2 / C	62.8 / E
		EBL N/A, AWSC @ 75’	70	218	90	253
		WBL n/a	17	17	117	296
		NBL 250	70	176	156	258
		SBL 250	12	72	305	331
		NBT 785	180	238	384	394
		SBT 775	433	963	615	995
7	E. Bidwell/ Iron Point	Signal	58.6 / E	80.6 / F	65.9 / E	81.6 / F
		EBL 280	50	121	84	146
		WBL 240	580	406	635	622
		NBL 260	355	401	354	399
		SBL 440	318	607	468	613
		NBT 546	563	705	559	682
		SBT 785	567	699	708	705

Table 18. EPAP 2029 intersection delay and level-of-service, with and without Project continued

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2029 AM No Project	2029 PM No Project	2029 AM With Project	2029 PM With Project
8	E. Bidwell/ Placerville	Signal	31.9 / C	15.1 / B	30.8 / C	15.6 / B
		SBL 250	118	176	116	176
9	E. Bidwell/ WB Ramps	Signal	108.1 / F	38 / D	112 / F	42.4 / D
		WB (1560' ramp)	1376	727	1558	886
10	E. Bidwell /EB Ramps	Signal	400.7 / F	222.5 / F	403.9 / F	230.1 / F
		EB (1815' ramp)	1457	1300	1456	1293
		NB	3087	3265	3173	3212
11	Broadstone/ Iron Pt	Signal	6.6 / A	10.7 / B	6.2 / A	10.3 / B
		EBL 225	83	208	88	196
		WBL 240	49	22	46	19
		SBL 230	30	51	32	44
12	Kilrush/ Driveway 1	AWSC	2.5 / A	2.6 / A	3.9 / A	16.3 / C
		EBL 190	10	26	8	21
		WB 261	25	25	40	39
14	Cavitt/ Kilrush	TWSC	3.8 (WB) / A	5.3 (WB) / A	4 (WB) / A	5.7 (WB) / A
		NBL 90	7	6	16	18
		SBL 90	17	21	19	21
15	Iron Pt/ Cavitt	Signal	13.7 / B	42.7 / D	23.5 / C	75.7 / E
		EBL 200	63	150	59	155
		WBL 200	34	196	88	208
		NBL 250	95	283	94	333
		SBL 160	26	55	29	102
		WB	267	1046	556	1039
16	Iron Pt/Driveway 2	TWSC	Does Not Exist		48.9 (SB) / E	1149.5 (SB) / F

* Worst approach or movement on multi-lane approaches

Table 19. EPAP 2029 freeway segment density / level-of-service, with and without Project

ID	Description	Segment Type	2029 AM No Project	2029 PM No Project	2029 AM With Project	2029 PM With Project
Westbound						
A	E. Bidwell diagonal offramp	Diverge	18.5 / B	18.4 / B	19.3 / B	18.9 / B
B	E. Bidwell diagonal onramp	Merge	20.5 / C	17.6 / B	20.7 / C	18.1 / C
Eastbound						
C	E. Bidwell diagonal offramp	Diverge	17.7 / B	24.7 / C	18.5 / B	25.6 / C
D	E. Bidwell diagonal onramp	Merge	12.1 / B	15.6 / B	12.5 / B	16.6 / B

Note: density has units of passenger cars per hour per lane mile

(This page intentionally left blank)

7.0 ABATEMENT STRATEGY

7.1 Existing 2024 Plus Project Conditions Deficiencies (Deficiency #1)

This analysis identified Project related deficiencies at four study intersections. Three of the intersections are on East Bidwell St (East Bidwell St/Via Felice, East Bidwell St/Iron Point Road, and East Bidwell St/Eastbound US 50 offramp), and one is adjacent to East Bidwell St (Iron Point Road/Cavitt Dr). Additionally, the Project's Iron Point Road driveway is anticipated to have level-of-service F operation on its southbound approach. The driveway operations are a potential issue for the Applicant, however since the delay is on private property it does not create a deficiency relative to General Plan policies.

After describing anticipated Project related deficiencies, abatement is presented. Rather than an intersection-by-intersection abatement approach, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed. This approach is proposed because existing/anticipated operational issues arise from demand exceeding capacity at the East Bidwell St/Iron Point Rd intersection and difficulty maintaining signal coordination when pedestrians utilize crosswalks to cross East Bidwell St between the Project and the Palladio. Deficiencies at intersections adjacent to East Bidwell St also result from progression and queueing issues on East Bidwell St (i.e., queues extend from the East Bidwell/Iron Point intersection back through adjacent intersections causing them to fail as well). Improvements to signal coordination on East Bidwell Street abate deficiencies at nearby intersections as well, as once the bottlenecks along East Bidwell St are addressed those adjacent intersections are no longer blocked. In general, these Existing 2024 plus Project deficiencies and abatements are a subset of those detailed later for the 2029 EPAP plus Project condition abatements.

Note that where queuing is discussed below, it refers to either existing or anticipated 95th percentile queue length. 95th percentile queue length is the length that is anticipated be exceeded five percent of the time. In simple terms if a signal has a 90 second cycle length, the 95th percentile queue would be expected to be exceeded two times during the peak hour. Because signals along East Bidwell generally have a 120 second to 156 second cycle length, the 95th percentile queue may not occur at all during the peak hour.

#6 East Bidwell St/Via Felice deficiencies (2024 Existing plus Project conditions)

This intersection (and the Cavitt Dr extension) serves as the primary access to the Project. The Project along with Broadstone Villas, adds an eastbound approach to this intersection and is anticipated to generate high demand for pedestrian crossings of East Bidwell.

Project related queue spillback is anticipated on every approach:

- The eastbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 229 feet, which exceeds available storage of 75 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated issue is a result of the Project, however because it occurs on private property it is not considered a deficiency relative to General Plan policies. Additionally, there is "three-way-stop-control" at the upstream intersection within the Palladio so that outgoing Palladio traffic cannot block incoming Palladio traffic. There is a similar issue on this eastbound approach during the AM peak hour, however the 95th percentile queue length is not extended by more than one car length, and the issue occurs on private property and thus is not considered to be a Project related deficiency.
- The westbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 273 feet, which exceeds storage capacity of 238 feet. Without the Project this approach does not exist under Existing 2024 plus Project conditions. This anticipated deficiency is a result of the Project.
- The northbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 273 feet, which exceeds available storage of 250 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.
- The southbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 280 feet, which exceeds available storage of 250 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.

Pedestrian Safety:
The Project is anticipated to generate 75 AM peak hour pedestrian trips and 109 PM peak hour pedestrian trips. Half (or more) of those pedestrian trips are anticipated to cross East Bidwell Street and the additional pedestrian traffic makes it impractical to maintain coordinated signal timing plans. Also, given the road widths, traffic volumes, and congestion, East Bidwell Street is anticipated to experience an unsafe pedestrian environment. The anticipated signal timing and pedestrian safety issues are a result of both the Project, and existing traffic flows.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell Street is proposed as an abatement. That Existing 2024 plus Project abatement strategy is discussed after a description of all the deficiencies.

#7 East Bidwell St/Iron Point Rd deficiencies (2024 Existing plus Project conditions)

Without the Project there are queue spillback issues on two of the four left turn approaches to the intersection and the level-of-service fails to meet the City's level-of-service D policy (General Plan Policy M 4.1.3) during the AM and PM peak hours. Level-of-service and queueing are anticipated to worsen in the future with or without the Project until additional interchanges and bridges accessing US 50 and Folsom Ranch are constructed. Project traffic is anticipated to contribute to the worsening queue

spillback, however intersection delay is anticipated to increase by less than five seconds, which is not considered to worsen the level-of-service per the standards previously detailed in this report (**Section 4.3**).

Note that there is an existing CEQA statement of overriding considerations for this location. The General Plan CEQA analysis anticipated that this intersection would operate deficiently until additional freeway interchanges and overcrossings are constructed. Those additional facilities include the planned Empire Ranch and Oak Avenue Parkway interchanges and the planned Rowberry Dr overcrossing, which will be constructed as quickly as funding from adopted fee programs can accommodate. In recognition of this, the General Plan CEQA determination included the adoption of a statement of overriding considerations for the East Bidwell St/Iron Point Rd intersection. Deficient operation at this location is permissible as long as all reasonably feasible abatement measures are implemented. This intersection already includes three northbound/southbound through lanes, and intersection specific abatement at this intersection to fully address the deficiencies is infeasible without additional through lanes. As part of the statement of overriding considerations, the City of Folsom has stated that additional widening at this location for more through lanes is infeasible because it would be inconsistent with other General Plan policies and there are physical constraints from existing structures and the railroad tracks that parallel East Bidwell St.

Project related queue spillback is anticipated on three of the four approaches:

- The southbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 447 feet, which exceeds available storage of 440 feet, and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.
- The eastbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 298 feet, which exceeds available storage of 280 feet, and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.
- The northbound approach is anticipated to have a PM peak hour 95th percentile through movement queue length of 682 feet, which exceeds available storage length on East Bidwell St between Iron Point Rd and Placerville Rd and, is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That Existing 2024 plus Project abatement strategy is discussed after a description of all the deficiencies.

#15 Iron Point Rd/Cavitt Dr deficiencies (2024 Existing plus Project conditions)

Without the Project there are queue spillback issues on two of the four approaches to the intersection and the level-of-service fails to meet the City's level-of-service D policy (General Plan Policy M 4.1.3). These operational issues are related to the downstream westbound left turn queue at the East Bidwell St/Iron Point Rd intersection which causes queueing at Iron Point Rd/Cavitt Dr as vehicles pre-position for downstream left turns. Level-of-service and queueing are anticipated to worsen in the future with or without the Project until additional interchanges and bridges accessing US 50 and Folsom Ranch are

constructed to relieve traffic at East Bidwell St/Iron Point Rd. Project traffic is anticipated to contribute to the worsening queue spillback.

Project related level-of-service deficiencies are anticipated:

- The level-of service during the AM peak hour is anticipated to worsen from E with 57.2 seconds of delay to F with 69.8 seconds of delay. This anticipated deficiency is a result of the Project.
- The level-of service during the PM peak hour is anticipated to worsen from F with 126 seconds of delay to F with 141 seconds of delay. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That Existing 2024 plus Project abatement strategy is discussed below.

7.2 Existing 2024 Plus Project Conditions Abatement (Abatement 1)

The abatement strategy includes:

- Changes to lane striping at East Bidwell St/Iron Point Rd and East Bidwell St/Placerville Rd that are already being implemented and will improve traffic flow from westbound Iron Point Rd to the westbound freeway onramp.
- Changes in lane striping at East Bidwell St/Broadstone Pkwy. (Similar to those at East Bidwell St/Iron Point Rd).
- A pedestrian bridge over East Bidwell St between Kilrush Dr and Iron Point Rd, with elimination of existing at-grade east/west pedestrian crossings of East Bidwell St at Kilrush Drive.
- Updated signal coordination along East Bidwell Street from Scholar Way to Placerville Rd.
- Minor extension of left turn pockets to prevent "secondary deficiencies" at East Bidwell St/Scholar Way, East Bidwell St/Power Center Dr, East Bidwell St/Via Felice, and East Bidwell St/Iron Point Rd.

Each of these abatements are detailed below, with technical details related to signal timing and phasing located in **Appendix D**.

East Bidwell/Scholar Way Turn Pocket Extension:

- The East Bidwell/Scholar Way eastbound left turn pocket shall be extended from 200 feet to 210 feet (not including the entry taper). The Project is responsible for this improvement.

East Bidwell/Power Center Dr Turn Pocket Extension:

- The East Bidwell/Power Center Dr northbound left turn pocket shall be extended from 185 feet to 250 feet (not including the entry taper). The Project is responsible for this improvement.

East Bidwell St/Broadstone Pkwy Lane Striping Changes:

- Restripe the westbound Broadstone Pkwy approach to East Bidwell St from one right turn lane, three through lanes and two left turn lanes to one right turn lane, two through lanes and three left turn lanes over the fall of 2024. Split phasing is required for Broadstone Pkwy to prevent eastbound and westbound left turn phases from operating concurrently. The Project is responsible for this improvement.

East Bidwell St/Via Felice Turn Pocket Extension:

- In addition to the phasing changes to accommodate the eastern leg of the intersection, extend the northbound left turn pocket from 250 to 260 feet. The Project is responsible for this improvement.

East Bidwell St/Iron Point Rd Lane Striping Changes and Turn Pocket Extension:

- The westbound Iron Point Rd approach to East Bidwell St was restriped from one right turn lane, three through lanes and two left turn lanes to one right turn lane, two through lanes and three left turn lanes over the fall of 2024. That change is incorporated as part of the Project's Existing 2024 plus Project abatement. This change has already been implemented and the Project's responsibility is limited to payment of applicable fees. Note that split phasing is required for Iron Point Rd to prevent eastbound and westbound left turn phases from operating concurrently.
- Extend the westbound left turn pockets to the Project's Iron Point Road Driveway. The Project is responsible for this improvement.

East Bidwell St/Placerville Rd Lane Striping and Geometric Changes:

- The southbound East Bidwell St approach to Placerville Rd is in the process (fall 2024) of being restriped from a shared through-right, two through lanes and a left turn lane (total of 4 lanes) to a dedicated right turn lane, a shared through-right turn lane, a single through lane and a left turn lane (total of 4 lanes). In addition to that striping change, which is already being implemented, widening the southbound approach to include one additional lane and stripe the southbound approach to include a single dedicated right turn lane, a single shared through-right turn lane, two dedicated through lanes, and a single dedicated left turn lane. These changes are illustrated in **Figure 14** below. The Project is responsible for this improvement.
- Note that this change will require coordination with Caltrans.

Pedestrian Bridge:

Construct an eastbound/westbound pedestrian overcrossing of East Bidwell St between Iron Point Rd and Kilrush Dr, to eliminate at-grade eastbound/westbound pedestrian crossing of East Bidwell St Kilrush Dr. The pedestrian bridge is required to preserve safe pedestrian access across East Bidwell St (with or without the Project), consistent with:

- LU 2.1.2- Broadstone District. Encouraging a mix of uses, including an emphasis on high-density residential, and pedestrian and bicycle friendly street patterns in the Broadstone District to increase its functionality as a vibrant gathering place for the community.
- M 2.1.14- Intersections. Ensure new intersections are designed to safely accommodate pedestrians and bicyclists, along with all other transportation modes.
- M 2.1.17- Pedestrian and Bicycle Overpasses. Pursue the development of pedestrian and bicycle overpasses in areas with limited connectivity, particularly to connect development north and south of Highway 50.
- M 7.1.1- New Development. Require new development to contribute towards the construction of offsite facilities and provision of services to achieve the City's mobility goals.
- M 7.1.2- Fair Share for Transportation Infrastructure Improvements. Require all new development to dedicate rights-of-way, construct facilities, or pay its fair share for needed transportation infrastructure improvements that support all travel modes, including pedestrian, bicycle, and

transit facilities, roadway improvements, and ITS and transportation demand management (TDM) programs and services.

The Pedestrian Bridge is also shown in **Figure 14** below. The Project is responsible for its fair share of the cost of the pedestrian bridge and shall dedicate appropriate right-of-way as necessary. The value of land dedications shall count toward the Project's fair share of the improvement cost. Additional Project support for the pedestrian bridge such as design and environmental work may also count toward the Project's fair share of the cost. Note that this is being treated as a cumulative abatement growth in vehicle and pedestrian traffic would require this specific improvement with or without the Project, and therefore the City is requesting a fair share contribution. Note that the location of the pedestrian bridge is conceptual at this time and shall be located such that it can accommodate pedestrians from both the Project and surrounding land uses.

Fair share cost of the pedestrian bridge is estimated as 15% of the bridge's complete delivery cost which includes CEQA and NEPA clearance, design, and right of way. Based on the Project's contribution to traffic on East Bidwell Street during the PM peak hour between Placerville Rd and Scholar Way (anticipated 589 Project trips) divided by the anticipated 2024 to 2029 growth in PM peak hour traffic on the same segment of East Bidwell St (14,881 vehicle trips in 2024 and anticipated 18,828 vehicle trips in 2029).

Signal Coordination:

Re-time AM and PM peak period traffic signals along East Bidwell St at:

- East Bidwell St/Scholar Way (re-time and modify coordination),
- East Bidwell St/Power Center Dr (re-time and modify coordination),
- East Bidwell St/Broadstone Pkwy (re-time and modify coordination),
- East Bidwell St/Via Sole (re-time and modify coordination),
- East Bidwell St/Via Felice (Kilrush Dr) (re-time and modify coordination),
- East Bidwell St/Iron Point Road (re-time and modify coordination),
- East Bidwell St/Placerville Rd (re-time only and remove from coordination).

Timing plans developed for this analysis include:

- Phasing changes at East Bidwell St/Via Felice (Kilrush Dr) to accommodate the extension of Kilrush Drive,
- Nonstandard phasing at East Bidwell St/Power Center Dr to accommodate double left turn phases to minimize northbound and southbound left turns queue lengths (note 2029 abatement was able to remove that nonstandard phasing),
- Cycle lengths of 156 seconds,
- A 90th percentile coordinated green band northbound and southbound along East Bidwell St of at least 60-70 seconds,

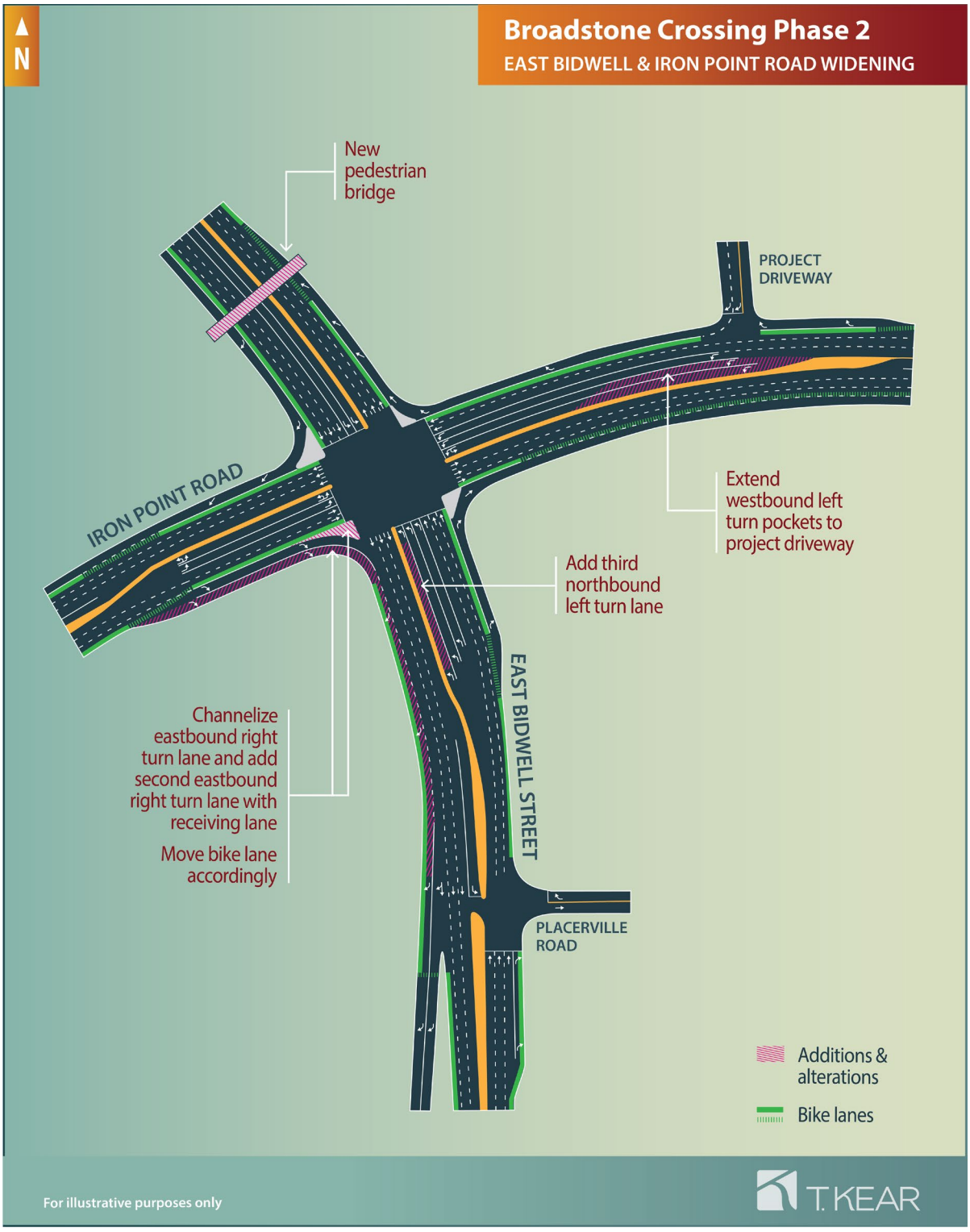


Figure 14. East Bidwell St/Iron Point Rd and East Bidwell St/Placerville Rd geometric changes for Existing 2024 (and EPAP 2029) abatement strategy.

- Eastbound/westbound pedestrian crossings times are lengthened so that the pedestrian clearance interval accommodates the MUTCD 3.5 ft/sec walking speed during the pedestrian clearance ("flashing don't walk") interval, and reducing the initial walk interval from 7 seconds to 4 seconds as needed to allow for faster recovery of coordination after a pedestrian call breaks coordination.
- Eastbound/westbound split phasing at East Bidwell St/Broadstone Pkwy and East Bidwell St/Iron Point Rd.

The Project is responsible for developing and implementing signal timing to the satisfaction of the City Engineer. Recommended timing plans for the AM and PM peak hours are provided in **Appendix D**.

2024 Abatement Demonstration

Table 20 below shows level of service and queueing data without the Project, with the Project, and with the abated Project. Violations of City General Plan policies that are not considered to be Project deficiencies are shown with a grey highlight. Project related deficiencies are shown with an orange highlight. Several movements are shown in a red font, these were used for and are presented as part of a quality assurance quality control check that documents that abated approach queues to the study area are generally reduced relative to without Project conditions and/or to check the length of through queues near the proposed pedestrian bridge.

With the recommended abatements, Project traffic is not anticipated to cause new or worsen existing deficiencies relative to the City's General Plan policies. The Project is however anticipated to lengthen the eastbound and westbound left turn queue at East Bidwell St/Iron Point Rd where there is already an existing statement of overriding considerations in the General Plan CEQA determination. It therefore is not considered to be a new CEQA impact and is generally allowed as an exception to the General Plan policies.

Iron Point Road/Cavitt Dr and Iron Point Rd/Project (Iron Point Rd) Driveway:
As previously discussed, there are anticipated Project related deficiencies at these two locations which result from anticipated westbound left turn queueing at the East Bidwell St/Iron Point Road intersection. That queueing is anticipated to be abated by improvements along the East Bidwell corridor. **Table 20** includes abated level-of-service and queuing results for these locations to document that those deficiencies are addressed by **Abatement 1**.

Table 20. Existing 2024 Project abatement demonstration

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2024 AM No Project	2024 PM No Project	2024 AM With Project	2024 PM With Project	Abated Turn Pocket Length (feet)	2024 AM with Abated Project	2024 PM with Abated Project
2	E. Bidwell/ Scholar	Signal	13.4 / B	19.6 / B	13.9 / B	18.3 / B		14.9 / B	21.4 / C
		EBL 200	151	181	150	180	210	152	209
		WBL 200	93	170	91	169		104	183
		NBL 250	74	94	103	105		112	165
		SBL 230	129	234	132	229		72	241
3	E. Bidwell/ Power Center	Signal	7.4 / A	18.2 / B	7.7 / A	19 / B		14.7 / B	31.2 / C
		NBL 185	119	167	143	165	250	143	249
		SBL 240	93	246	88	271		133	259
4	E. Bidwell/ Broadstone	Signal	20.5 / C	21.9 / C	19.9 / B	21.8 / C		23.9 / C	28.6 / C
		EBL 230	42	86	37	85		43	96
		WBL 240	251	216	226	217		233	180
		NBL 230	68	120	102	155		140	191
		SBL 230	143	175	161	176		176	230
5	E. Bidwell/ Via Sole	Signal	1.7 / A	4.2 / A	1.8 / A	4.5 / A		2.7 / A	5.6 / A
		EBL 75	57	102	63	106		66	108
		WBL n/a	N/A	N/A	N/A	N/A		N/A	N/A
		NBL 250	61	121	60	123		73	117
		SBL 250	0	27	0	30		0	29
		NBT 775	58	188	113	275		99	197
		SBT 539	121	101	112	152		192	242
6	E. Bidwell/ Via Felice	Signal	2.5 / A	7.4 / A	26 / C	35.8 / D		10.4 / B	20.6 / C
		EBL N/A, AWSC @ 75'	66	170	83	229		90	189
		WBL n/a	N/A	N/A	89	273		83	191
		NBL 250	91	203	165	273	260	140	252
		SBL 250	12	19	225	280		196	156
		NBT 785	94	243	382	412		262	400
		SBT 775	146	286	418	648		257	365

Table 20. Existing 2024 Project abatement demonstration (continued)

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2024 AM No Project	2024 PM No Project	2024 AM With Project	2024 PM With Project	Abated Turn Pocket Length (feet)	2024 AM with Abated Project	2024 PM with Abated Project
7	E. Bidwell/ Iron Point	Signal	57.7 / E	65.4 / E	60.9 / E	70.3 / E		50.2 / D	64.9 / E
		EBL 280	57	133	80	298		93	310
		WBL 240	372	344	357	341	To Proj Drwy (~500')	462	609
		NBL 260	360	386	354	404		308	405
		SBL 440	156	335	177	447		240	432
		NBT 546	561	673	563	682		665	669
		SBT 785	375	488	545	656		528	582
8	E. Bidwell/ Placerville	Signal	33.1 / C	19.6 / B	32.2 / C	18.8 / B		12.4 / B	12.5 / B
		SBL 250	119	200	117	197		142	217
9	E. Bidwell/ WB Ramps	Signal	127.1 / F	55.8 / E	110.4 / F	57.4 / E		33.9 / C	35 / C
		WB (1560' ramp)	1623	938	1275	1113		358	513
10	E. Bidwell/ EB Ramps	Signal	351.6 / F	82.1 / F	377.1 / F	85.9 / F		22.3 / C	35.6 / D
		EB (1815' ramp)	1618	1588	1545	1609		542	1281
		NB	3771	850	3869	1016		496	404
11	Broadstone/ Iron Pt	Signal	6.5 / A	9.8 / A	6.3 / A	9.3 / A		6.8 / A	8.9 / A
		EBL 225	54	154	46	156		56	157
		WBL 240	49	25	51	19		58	25
		SBL 230	35	52	30	48		32	54
12	Kilrush/ Driveway 1	AWSC	Does Not Exist		4 / A	4 / A	7.1 / A		3.7 / A
		EBL 190			126	122	100		111
		WB 261			40	42	33		41
14	Cavitt/ Kilrush	TWSC	3.8 (EB) / A	3.6 (WB) / A	3.3 (EB) / A	3.5 (WB) / A		3 (EB) / A	3.9 (WB) / A
		NBL 90	6	0	16	17		22	17
		SBL 90	4	8	3	4		4	5
15	Iron Pt/ Cavitt	Signal	57.2 / E	126 / F	69.8 / E	141 / F		12.3 / B	27.6 / C
		EBL 200	68	124	65	110		65	138
		WBL 200	186	229	223	234		40	52
		NBL 250	118	387	114	390		49	250
		SBL 160	20	42	33	90		31	81
		WB	1302	1798	1445	1793		261	583
16	Iron Pt/Driveway 2	TWSC	Does Not Exist		303.6 (SB) / F	391.7 (SB) / F		5.8 (SB) / A	34.3 (SB) / D

* Worst approach or movement on multi-lane approaches)

8/16/2024

7.3 EPAP 2029 Plus Project Conditions Deficiencies (Deficiency #2)

This analysis identified Project related deficiencies at seven study intersections, six of which are on East Bidwell St (Scholar Way, Power Center Drive, Broadstone Pkwy, Via Sole, Via Felice, and Iron Point Road) and one which is adjacent to East Bidwell St (Iron Point Road/Cavitt Dr). Additionally, the Project's Iron Point Road driveway is anticipated to have level-of-service F operation on its southbound approach. The driveway operations are a potential issue for the Applicant, however since the delay is on private property it does not create a deficiency relative to General Plan policies.

As with the Existing 2024 plus Project discussion above, after describing anticipated Project related deficiencies, abatement is presented. Rather than an intersection-by-intersection abatement approach, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed. This approach is proposed because existing/anticipated operational issues arise from demand exceeding capacity at the East Bidwell St/Iron Point Rd intersection and difficulty maintaining signal coordination that is operationally interrupted when pedestrians utilize crosswalks to cross East Bidwell St. As with the 2024 deficiencies, deficiencies at intersections adjacent to East Bidwell St also result from progression and queueing issues on East Bidwell St and improvements to signal coordination on East Bidwell Street abate deficiencies at nearby intersections as well. The list of deficiencies and abatements presented here expands on the list presented previously for Existing 2024 plus Project conditions.

Note that where queuing is discussed below, it refers to either existing or anticipated 95th percentile queue length. 95th percentile queue length is the length that is anticipated be exceeded five percent of the time. In simple terms if a signal has a 90 second cycle length, the 95th percentile queue would be expected to be exceeded two times during the peak hour. Because signals along East Bidwell generally have a 120 second to 156 second cycle length, the 95th percentile queue may not occur at all during the peak hour.

#2 East Bidwell St/Scholar Way (2029 EPAP plus Project conditions)

This intersection has 95th percentile left turn queues that are longer than available storage and are worsened by Project traffic.

Project related queue spillback is anticipated on one of the four approaches:
The southbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 317 feet, which exceeds available storage of 230 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#3 East Bidwell St/Power Center Dr (2029 EPAP plus Project conditions)

This intersection has 95th percentile left turn queues that are longer than available storage and are worsened by Project traffic, and a level-of-service deficiency that is caused by the Project.

Project related queue spillback is anticipated on one of the four approaches:
The southbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 376 feet, which exceeds available storage of 240 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.

Level-of-service:
Prior to the addition of Project traffic, the intersection is anticipated to operate at level-of-service C during the PM peak hour and level-of-service E with the addition of Project traffic. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#4 East Bidwell St/Broadstone Pkwy (EPAP 2029 plus Project conditions)

This intersection has 95th percentile left turn queues that are longer than available storage and are worsened by Project traffic.

Project related queue spillback is anticipated on two of the four approaches:

- The westbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 306 feet, which exceeds available storage of 240 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.
- The southbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 313 feet, which exceeds available storage of 230 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#5 East Bidwell St/Via Sole deficiencies (EPAP 2029 plus Project conditions)

This intersection serves as the primary access to the Broadstone Villas apartments which were still under construction in 2024 and assumed to be occupied by 2029. The eastern leg of this intersection serves as the primary access point to the approved Broadstone Villas project.

Project related queue spillback is anticipated on one of the four approaches:

- The eastbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 206 feet, which exceeds available storage of 75 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated issue is a result of the Project, however because it occurs on private property it is not considered a deficiency relative

to General Plan policies. There is a similar issue on the eastbound approach during the AM peak hour, however the 95th percentile queue length is extended by less than one car length and the issue occurs on private property and thus is not considered to be a Project related deficiency.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell Street is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#6 East Bidwell St/Via Felice deficiencies (EPAP 2029 plus Project conditions)

This intersection (and the Cavitt Dr extension) serves as the primary access to the Project. The Project along with Broadstone Villas, adds an eastbound approach to this intersection and is anticipated to generate high demand for pedestrian crossings of East Bidwell.

Project related queue spillback is anticipated on three of the four approaches:

- The eastbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 253 feet, which exceeds available storage of 75 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated issue is a result of the Project, however because it occurs on private property it is not considered a deficiency relative to General Plan policies. Additionally, there is "three-way-stop-control" at the upstream intersection within the Palladio so that outgoing Palladio traffic cannot block incoming Palladio traffic. There is a similar issue on this eastbound approach during the AM peak hour, however the 95th percentile queue length is not extended by more than one car length, and the issue occurs on private property and thus is not considered to be a Project related deficiency.
- The northbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 258 feet which exceeds the storage capacity of 250 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.
- The southbound approach is anticipated to have an AM peak hour 95th percentile left turn queue length of 305 feet and a PM peak hour 95th percentile left turn queue length of 331 feet, both of which exceed available storage of 250 feet and are more than one car length longer than the 95th percentile queue without the Project. These anticipated deficiencies are a result of the Project.

Pedestrians Safety:
The Project is anticipated to generate 75 AM peak hour pedestrian trips and 109 PM peak hour pedestrian trips. Half (or more) of those pedestrian trips are anticipated to cross East Bidwell Street and the additional pedestrian traffic makes it impractical to maintain coordinated signal timing plans. Without abatement on East Bidwell Street, the road widths, traffic volumes, and congestion is anticipated to experience an unsafe pedestrian environment. Portions of the anticipated signal timing and pedestrian safety issues are a result of the Project.

Level-of-service:
Prior to the addition of Project traffic, the intersection is anticipated to operate at level-of-service D during the PM peak hour and level-of-service E with the addition of Project traffic. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell Street is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#7 East Bidwell St/Iron Point Rd deficiencies (EPAP 2029 plus Project conditions)

Without the Project there are queue spillback issues on three of the four approaches to the intersection and the level-of-service is anticipated to fail to meet the City's level-of-service D policy during the AM and PM peak hour (General Plan Policy M 4.1.3). Level-of-service and queueing are anticipated to worsen in the future with or without the Project until additional interchanges and bridges accessing US 50 and Folsom Ranch are constructed. Project traffic is anticipated to contribute to the worsening queue spillback. Project traffic also causes the AM peak hour level-of-service to become deficient and worsens the PM peak hour level-of-service deficiency.

Note that there is an existing CEQA statement of overriding considerations for this location. The General Plan CEQA analysis anticipated that this intersection would operate deficiently until additional freeway interchanges and overcrossings are constructed. Those additional facilities include the planned Empire Ranch and Oak Avenue Parkway interchanges and the planned Rowberry Dr overcrossing, which will be constructed as quickly as funding from adopted fee programs can accommodate. In recognition of this, the General Plan CEQA determination included the adoption of a statement of overriding considerations for the East Bidwell St/Iron Point Rd intersection. Deficient operation at this location is permissible as long as all reasonably feasible abatement measures are implemented. This intersection already includes three northbound/southbound through lanes, and intersection specific abatement at this intersection to fully address the deficiencies is infeasible without additional through lanes. As part of the statement of overriding considerations, the City of Folsom has stated that additional widening at this location for more through lanes is infeasible because it would be inconsistent with other General Plan policies and there are physical constraints from existing structures and the railroad tracks that parallel East Bidwell St.

Project related queue spillback is anticipated on two of the four approaches:

- The westbound approach is anticipated to have an AM peak hour 95th percentile left turn queue length of 635 feet and a PM peak hour 95th percentile left turn queue length of 622 feet, both of which exceed available storage of 240 feet and are more than one car length longer than the 95th percentile queue without the Project. These anticipated deficiencies are a result of the Project.
- The southbound approach is anticipated to have an AM peak hour 95th percentile left turn queue length of 468 feet, which exceeds available storage of 440 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is a result of the Project.

Level-of-service:
Prior to the addition of Project traffic, the intersection is anticipated to operate at level-of-service E during the AM peak hour and level-of-service F during the PM. With the addition of Project traffic, the intersection level-of-service is not anticipated to change, but the AM peak hour delay is anticipated to increase by more than 5 seconds which is considered a Project related deficiency.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#15 Iron Point Rd/Cavitt Dr deficiencies (EPAP 2029 plus Project Conditions)

Without the Project there are queue spillback issues on one of the four approaches to the intersection and the level-of-service fails to meet the City's level-of-service D policy (General Plan Policy M 4.1.3) during the PM peak-hour. These operational issues are related to the downstream westbound left turn queue at the East Bidwell St/Iron Point Rd intersection which causes queueing at Iron Point Rd/Cavitt Dr as vehicles pre-position for downstream left turns. Level-of-service and queueing are anticipated to worsen in the future with or without the Project until additional interchanges and bridges accessing US 50 and Folsom Ranch are constructed to relieve traffic at East Bidwell St/Iron Point Rd. Project traffic is anticipated to contribute to the worsening queue spillback and level-of-service.

Project related queue spillback is anticipated on one of the four approaches:

- The northbound approach is anticipated to have a PM peak hour 95th percentile left turn queue length of 333 feet, which exceeds available storage of 250 feet and is more than one car length longer than the 95th percentile queue without the Project. This anticipated deficiency is the result of the Project.

Project related level-of-service deficiencies are anticipated:

- The level-of service during the PM peak hour is anticipated to worsen from D to F. This anticipated deficiency is a result of the Project.

As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

#16 Iron Point Rd/Project driveway (EPAP 2029 plus Project conditions)

This intersection is a right-in/right-out Project driveway with uncontrolled traffic on Iron Point Rd and side-street-stop-controlled traffic on the driveway. Without the Project there is no driveway at this location. Driveway level-of-service is anticipated to be level-of service E with 48.9 seconds of delay during the morning and level-of-service F with 1150 seconds of delay during the evening. Because these delays occur on private property, they are not a deficiency related to General Plan policies.

The delay is the result of outgoing vehicles that want to cross to the westbound left turn lanes for East Bidwell St/Iron Point Rd (and ultimately head toward or across the freeway), and the backups are the result of congestion at East Bidwell St/Iron Point Rd. Abatement for East Bidwell St is anticipated to reduce delays on this driveway to about a minute. As stated above, a study area wide approach based on improved signal coordination and pedestrian safety along East Bidwell St is proposed as abatement. That EPAP 2029 plus Project abatement strategy is discussed after a description of all the deficiencies.

7.4 EPAP 2029 Plus Project Conditions Abatement (Abatement 2)

Abatement 2 builds on Abatement 1 with additional and Turn Pocket Extensions and further refinement of the coordinated signal timing plan for the East Bidwell corridor.

Extension of left-turn pockets along the East Bidwell St:

Three left turn pockets require extensions to avoid secondary deficiencies from 95th percentile left turn queues spilling back out of their pockets with the updated timing plans. These include:

East Bidwell/Scholar Way

- The eastbound left turn pocket shall be extended to 265 feet, not including the entry taper. (This pocket is extended to 210 feet by Abatement 1.)
- The southbound left turn pocket shall be extended to 300 feet, not including the entry taper.
- The Project is responsible for these improvements.

East Bidwell/ Power Center Dr

- The northbound left turn pocket shall be extended from 250 feet, not including the entry taper. (This pocket is extended to 250 feet by Abatement 1.)
- The Project is responsible for this improvement.

East Bidwell/ Broadstone Pkwy

- The northbound left turn pocket shall be extended to 270 feet, not including the entry taper. (This pocket is extended to 260 feet by Abatement 1.)
- The southbound left turn pocket shall be extended to 280 feet, not including the entry taper.
- The Project is responsible for these improvements.

East Bidwell/ Via Felice

- The East Bidwell/Via Felice southbound left turn pocket shall be extended from 250 feet to 380 feet, not including the entry taper.
- The Project is responsible for this improvement.

East Bidwell/ Iron Point Road

- The westbound left turn pocket shall be extended to the Project's Iron Point Rd driveway (identical to Abatement 1).

Signal Coordination:

Re-time AM and PM peak period traffic signals along East Bidwell St at:

- East Bidwell St/Scholar Way (re-time and modify coordination),
- East Bidwell St/Power Center Dr (re-time and modify coordination),
- East Bidwell St/Broadstone Pkwy (re-time and modify coordination),
- East Bidwell St/Via Sole (re-time and modify coordination),
- East Bidwell St/Via Felice (Kilrush Dr) (re-time and modify coordination),
- East Bidwell St/Iron Point Road (re-time and modify coordination),
- East Bidwell St/Placerville Rd (re-time only and remove from coordination).

Timing plans developed for this analysis include:

- Phasing changes at East Bidwell St/Via Felice (Kilrush Dr) to accommodate the extension of Kilrush Drive,

- Nonstandard phasing at East Bidwell St/Power Center Dr to accommodate double left turn phases to minimize northbound and southbound left turns queue lengths (note 2029 abatement was able to remove that nonstandard phasing),
- Cycle lengths of 156 seconds,
- A 90th percentile coordinated green band northbound and southbound along East Bidwell St at least 60-70 seconds,
- Eastbound/westbound pedestrian crossings times are lengthened so that the pedestrian clearance interval accommodates the MUTCD 3.5 ft/sec walking speed during the pedestrian clearance ("flashing don't walk") interval, and reducing the initial walk interval from 7 seconds to 4 seconds as needed to allow for faster recovery of coordination after a pedestrian call breaks coordination.
- Eastbound/westbound split phasing at East Bidwell St/Broadstone Pkwy and East Bidwell St/Iron Point Rd.

The Project is responsible for developing and implementing signal timing to the satisfaction of the City Engineer. Recommended timing plans for the AM and PM peak hours are provided in **Appendix D**.

Iron Point Road/Cavitt Dr and Iron Point Rd/Project (Iron Point Rd) Driveway:

As previously discussed, there are anticipated Project related deficiencies at these two locations which result from anticipated westbound left turn queueing at the East Bidwell St/Iron Point Road intersection. That queueing is anticipated to be abated by improvements along the East Bidwell corridor. **Table 20** includes abated level-of-service and queuing results for these locations to document that those deficiencies are addressed by **Abatement 2**.

2029 Abatement Demonstration

Table 21 below shows level of service and queueing data without the Project, with the Project, and with the abated Project. Violations of City General Plan policies that are not considered to be Project impacts are shown with a grey highlight. Project related deficiencies are shown with an orange highlight. Several movements are shown in a red font, these were used for and are presented as part of a quality assurance quality control check that documents that abated approach queues to the study area are generally reduced and/or to check the length of through queues near the proposed pedestrian bridge.

With the recommended abatements, Project traffic is not anticipated to cause new or worsen existing deficiencies relative to the City's General Plan policies. As discussed above, an internal queueing issue (within the Palladio) on eastbound Via Felice will remain without the addition of a stop sign to break up and meter the queue, however that is not anticipated to effect General Plan policy compliance. The Project would also lengthen the eastbound left turn queue at East Bidwell St/Iron Point Rd where there is already an existing statement of overriding considerations in the General Plan CEQA determination. It therefore is not considered to be a new CEQA impact and is generally allowed as an exception to the General Plan policies.

Table 21. EPAP 2029 Project abatement demonstration

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2029 AM No Project	2029 PM No Project	2029 AM With Project	2029 PM With Project	Abated Turn Pocket Length (feet)	2029 AM with Abated Project	2029 PM with Abated Project
2	E. Bidwell/ Scholar	Signal	12.2 / B	17.8 / B	11.9 / B	23.6 / C		17.2 / B	21.1 / C
		EBL 200	162	210	148	227	265	168	249
		WBL 200	91	210	88	231		79	161
		NBL 250	78	114	67	98		122	154
		SBL 230	155	269	166	317	300	206	283
3	E. Bidwell/ Power Center	Signal	7.8 / A	25.5 / C	7.1 / A	56.21 / E		11.5 / B	28.9 / C
		NBL 185	103	139	105	171	250	145	244
		SBL 240	111	326	98	376		121	279
4	E. Bidwell/ Broadstone	Signal	18.9 / B	29 / C	18.1 / B	46.4 / D		20.3 / C	32.1 / C
		EBL 230	46	87	47	166		50	129
		WBL 240	239	240	239	306		250	228
		NBL 230	64	189	85	222	250	124	248
		SBL 230	182	256	199	313		171	260
5	E. Bidwell/ Via Sole	Signal	11 / B	29.3 / C	12 / B	51.4 / D		9.6 / A	14.5 / B
		EBL 75	105	145	90	206		103	146
		WBL n/a	62	59	57	68		74	53
		NBL 250	49	139	54	163		72	165
		SBL 250	44	198	41	244		54	91
		NBT 775	233	419	437	516		329	376
		SBT 539	397	743	379	751		329	573
6	E. Bidwell/ Via Felice	Signal	8.2 / A	40 / D	30.2 / C	62.8 / E		10.8 / B	30.1 / C
		EBL N/A, AWSC @ 75'	70	218	90	253		92	217
		WBL n/a	17	17	117	296		97	248
		NBL 250	70	176	156	258	270	143	264
		SBL 250	12	72	305	331	280	195	277
		NBT 785	180	238	384	394		332	416
		SBT 775	433	963	615	995		261	757
7	E. Bidwell/ Iron Point	Signal	58.6 / E	80.6 / F	65.9 / E	81.6 / F		47.2 / D	72.2 / E
		EBL 280	50	121	84	146		94	377
		WBL 240	580	406	635	622	To Proj Drwy (~500')	489	651
		NBL 260	355	401	354	399		391	405
		SBL 440	318	607	468	613		256	577
		NBT 546	563	705	559	682		697	665
		SBT 785	567	699	708	705		560	731

Table 21. EPAP 2029 Project abatement demonstration(continued)

ID	Intersection	Control & Left Turn Pocket or Through Segment Length (feet)	2029 AM No Project	2029 PM No Project	2029 AM With Project	2029 PM With Project	Abated Turn Pocket Length (feet)	2029 AM with Abated Project	2029 PM with Abated Project
8	E. Bidwell/ Placerville	Signal	31.9 / C	15.1 / B	30.8 / C	15.6 / B		11.8 / B	11.3 / B
		SBL 250	118	176	116	176		132	213
9	E. Bidwell/ WB Ramps	Signal	108.1 / F	38 / D	112 / F	42.4 / D		33 / C	32.5 / C
		WB (1560' ramp)	1376	727	1558	886		357	477
10	E. Bidwell /EB Ramps	Signal	400.7 / F	222.5 / F	403.9 / F	230.1 / F		214.1 / F	197.7 / F
		EB (1815' ramp)	1457	1300	1456	1293		971	1246
		NB	3087	3265	3173	3212		3165	3086
11	Broadstone/ Iron Pt	Signal	6.6 / A	10.7 / B	6.2 / A	10.3 / B		6.8 / A	11.2 / B
		EBL 225	83	208	88	196		89	207
		WBL 240	49	22	46	19		59	22
		SBL 230	30	51	32	44		34	51
12	Kilrush/ Driveway 1	AWSC	2.5 / A	2.6 / A	3.9 / A	16.3 / C		3.7 / A	5.6 / A
		EBL 190	10	26	8	21		10	22
		WB 261	25	25	40	39		42	38
14	Cavitt/ Kilrush	TWSC	3.8 (WB) / A	5.3 (WB) / A	4 (WB) / A	5.7 (WB) / A		4.4 (WB) / A	5.8 (WB) / A
		NBL 90	7	6	16	18		16	19
		SBL 90	17	21	19	21		19	22
15	Iron Pt/ Cavitt	Signal	13.7 / B	42.7 / D	23.5 / C	75.7 / E		13.6 / B	23.7 / C
		EBL 200	63	150	59	155		62	166
		WBL 200	34	196	88	208		36	66
		NBL 250	95	283	94	333		58	191
		SBL 160	26	55	29	102		71	103
		WB	267	1046	556	1039		326	319
16	Iron Pt/Driveway 2	TWSC	Does Not Exist		48.9 (SB) / E	1149.5 (SB) / F		7.9 (SB) / A	33.2 (SB) / D

* Worst approach or movement on multi-lane approaches

(This page intentionally left blank)

8. INTERNAL CIRCULATION/ACCESS SITE PLAN REVIEW

A preliminary site plan was provided as **Figure 2**. This section reviews parking, driveway throat-depth, on-site emergency vehicle access, and pedestrian access.

8.1 Parking Requirements

The Project is within the Broadstone Unit No. 3 Specific Plan area. The Specific Plan includes a parking standard for office and retail commercial uses in the C-2 zoning district of one space per 250 square feet of gross floor area. With 200,840 sqft of space the Project requires 804 parking spaces. 858 spaces are provided. The Project is therefore adequately parked relative to Folsom code. A check against ITE parking guidance was also done as medical office uses are not explicitly addressed in Folsom municipal code or the Broadstone Unit No. 3 Specific Plan. That review, shown in **Table 22**, was done on a parcel-by-parcel basis and shows that the proposed parking meets or exceeds both the ITE recommendations and City requirements both for the Project as a whole and on a parcel-by-parcel basis.

Table 22. Parking demand cross reference.

Building	Sqft	Metric	ITE Parking Demand	Proposed Project	Broadstone Unit No. 3 Specific Plan
Medical Office	106,500	demand	3.23 spaces per 1000 sqft	4.5 spaces/1000 sqft	1 space per 250 sqft
		spaces	344.0	480	426
Office	48,840	demand	2.39 spaces per 1000 sqft	1 space per 250 sqft	1 space per 250 sqft
		spaces	116.7	196	196
Office	45,500	demand	2.39 spaces per 1000 sqft	1 space per 250 sqft	1 space per 250 sqft
		spaces	108.7	182	182
Total	**200,840**	**Spaces**	**569.5**	**858**	**804**

Finding: The Project is anticipated to need a total of 570 parking spaces, with the Broadstone Unit No. 3 Specific Plan requiring 804 parking spaces. The proposed 858 spaces are both adequate and meet City of Folsom requirements.

8.2 Minimum Required Throat-Depth

Minimum Required Throat-Depth (MRTD): The minimum required throat depth is a function of the characteristics of the roadway being accessed and the proposed land use.

- Project driveways access the extension of Kilrush Drive and the westbound side of the divided Iron Point Road. The wider roadway width would be the 60’ half section of Iron Point Road. In combination with the 200,840 sqft of medical office and office space, a 175-foot throat depth is required.
- The preliminary site plan allows for 300-feet of throat depth between the two driveways, which is more than sufficient to meet City of Folsom requirements.

Finding: The Project has adequate throat depth.

8.3 Emergency Vehicle Access

The Project's internal drive isles have 25-foot inner/50-foot outer minimum turning radii to accommodate fire department access. In addition to the primary access, separate emergency vehicle access is also provided.

Finding: Emergency vehicle access is anticipated to be adequate.

8.4 Right-Turn Deceleration/Acceleration Lanes and Tapers for Driveways

For driveways on minor or major arterials, City standards require a 60-foot right turn taper in conditions with ten or more peak-hour right turns into a driveway, and a 150-foot pocket plus 60-foot taper, with fifty or more peak-hour right turns[18].

The Project's Kilrush Dr driveway is anticipated to have up to 302 inbound right turns and a 150-foot pocket plus 60-foot taper. Kilrush Dr is not a minor or major arterial and therefore does not require any changes.

The Project's Iron Point Rd driveway is anticipated to have up to 30 inbound right turns from Iron Point Road. A right turn taper is required. The site plan's depiction of a planned right turn deceleration lane and taper at this location does not require any changes.

Finding: Driveway access geometry is anticipated to be adequate.

8.5 Pedestrian Access

While traffic counts show relatively low demand for pedestrian crossings of East Bidwell St (6 or fewer crossings combined between the East Bidwell St/Iron Point Rd and East Bidwell St/Broadstone Pkwy intersections), it is anticipated the Project's 200,840 sqft of space will accommodate approximately 670 employees (1 employee per 300 sqft). Institute of Transportation Engineers trip generation data (Section 5.2) estimates that the Project will generate 75 AM peak hour pedestrian trips and 109 PM peak hour pedestrian trips. This translates into enough demand to expect pedestrian phase calls to cross East Bidwell during nearly every cycle of the traffic signal at East Bidwell /Via Felice.

Microsimulation of the effect of those pedestrian crossings to the signal coordination on East Bidwell St was shown in **Section 5** and **Section 6**. That analysis showed that level-of-service at East Bidwell St /Via Felice would fail to meet General Plan policy level-of-service D standard and that there would be extensive queue. The City and TKTPM believe that this creates a dangerous and frustrating environment for Pedestrians. Having adequate time and space to separate Pedestrian and vehicle traffic is particularly important near medical facilities which are frequented by the elderly and infirm.

[18] Folsom Improvement Standards, section 12.5 and 12.6, https://www.folsom.ca.us/home/showpublisheddocument/384/637466585843430000.

A pedestrian overcrossing (bridge) of East Bidwell St is recommended to maintain a safe pedestrian environment. A pedestrian bridge is also a key part of the abatement strategy for Project vehicle traffic. The pedestrian bridge addresses both the increases in vehicle and pedestrian traffic associated with the Project, and vehicle traffic from other foreseeable Projects. Therefore, it is appropriate that the Project pays for its fair share of the cost of the pedestrian bridge.

Fair share is typically based on the project's percentage of growth in vehicle traffic, which in this case is 15% for the PM peak hour. This is calculated as the Project's contribution to traffic on East Bidwell Street during the PM peak hour between Placerville Rd and Scholar Way (anticipated 589 project trips) divided by the anticipated 2024 to 2029 growth in PM peak hour traffic on the same segment of East Bidwell St (14,881 vehicle trips in 2024 and anticipated 18,828 vehicle trips in 2029).

The Applicant shall make land available to the City on each side of East Bidwell Street for the ends of the pedestrian bridge and provide environmental analysis and preliminary design to develop a bid-ready package for construction of the pedestrian bridge. The cost of the required land, environmental work, and design work shall be considered part of the Project's fair share contribution toward offsite improvements and may be subject to a fee credit/reimbursement agreement between the Applicant and City.

(This page intentionally left blank)

9. FINDINGS AND RECOMENDATIONS

9.1 Trip Generation

The Project is anticipated to generate 5571 daily vehicle trips, 541 AM peak-hour vehicle trips, and 718 PM peak-hour vehicle trips.

9.2 General Plan Consistency

The Project is consistent with the General Plan land use and zoning. The Project is anticipated to cause new or worsen existing deficiencies with respect to General Plan policy M 4.13 at eight locations:

- East Bidwell St/Scholar Way,
- East Bidwell St/Power Center Dr,
- East Bidwell St / Broadstone Pkwy,
- East Bidwell St/Via Sole,
- East Bidwell St/Kilrush Dr (Via Felice),
- East Bidwell St/Iron Point Rd,
- East Bidwell St/ Eastbound ramps,
- Iron Point Rd/Cavitt Dr,

Recommended abatement measures are located in **Section 7** of this report.

9.3 CEQA Impacts and Mitigation

There are three categories of Project related CEQA impacts considered by this analysis: VMT; pedestrian, bicycle, and transit infrastructure; and safety.

Category 1 – VMT

With an anticipated 14.3 VMT per capita, The Project is anticipated to generate less than 70% of the regional baseline office VMT per capita of 20.9, and less than 74% of the Folsom baseline office VMT per capita of 19.5.

CEQA Finding: The Project is therefore anticipated to have a **less-than-significant** VMT impact.

Category 2 – pedestrian, bicycle, and/or transit infrastructure

The Project does not inhibit the use of bicycle, pedestrian, and/or transit facilities; eliminate existing bicycle, pedestrian, and/or transit facilities; or prevent the implementation of planned bicycle, pedestrian, and/or transit facilities. Note that pedestrian safety is discussed below under the under Category 3 – Safety.

CEQA Finding: The Project's impact on bicycle, pedestrian, and/or transit facilities under CEQA is anticipated to be **less-than-significant**.

Category 3 – Safety

The Project is not anticipated to worsen existing accident rates or create unsafe conditions. The Project's impact on accident rates under CEQA is anticipated to be **less-than-significant**.

CEQA Finding: The Project is not anticipated to worsen existing accident rates or create unsafe conditions. The Project's impact on accident rates under CEQA is anticipated to be **less-than-significant**.

9.4 Parking

The Project is anticipated to need a total of 570 parking spaces, with the Broadstone Unit No. 3 Specific Plan requiring 804 parking spaces. The proposed 858 spaces are both adequate and meet City of Folsom requirements.

9.5 Minimum Required Throat-Depth

The Project driveway throat-depth is anticipated to be adequate.

9.6 Emergency Vehicle Access

Emergency vehicle access is anticipated to be adequate.

9.7 Right-Turn Deceleration/Acceleration Lanes and Tapers for Driveways

Driveway geometry is anticipated to be adequate.

9.8 Recommended Conditions of Approval

Apart from standard conditions there are several recommended conditions of approval provided:

- The applicant/owner shall execute a development agreement with City for a pedestrian overcrossing across East Bidwell Street located between Kilrush Drive and Iron Point Road prior to the issuance of the first building permit for the project based on the project's fair share contribution that includes the following commitments from the applicant/owner:
  - Payment for the design,
  - Payment for environmental review covering both CEQA and NEPA
  - Dedication of land necessary for a pedestrian overcrossing across East Bidwell from the project site to the Palladio.
  - .

- Applicant/owner shall be responsible for the geometric and signal timing improvements described in Abatement #1 and #2, as described in Section 7 of this report, to address level-of-service and queueing deficiencies relative to General Plan policies.

Because the abatement strategy functions on a corridor level rather than an intersection-by-intersection level, the City may need to modify the recommended abatement to accommodate additional project approvals. The City Engineer may modify the proposed abatement as other project applications are processed. However, any such modifications shall not increase the Project's abatement cost.

EXHIBIT "F"

ASSUMPTION AGREEMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Folsom
50 Natoma Street
Folsom, CA 95630

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Agreement**") is entered into this _____ day of _____, 20___, by and between Broadstone Crossing Phase II LLC, a California limited liability company and Elliott Homes, Inc., an Arizona corporation (collectively, "**Developer**"), and _____, a _____ (hereinafter "**Assignee**").

RECITALS

On _____, 20__, the City of Folsom and Developer entered into that certain agreement entitled "Development Agreement By and Between the City of Folsom and Broadstone Crossing Phase II LLC, a California limited liability company and Elliott Homes, Inc., an Arizona corporation (hereinafter the "**Development Agreement**"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "**Subject Property**"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2025, as Instrument No. 2025-_____.

Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "**Assigned Parcel**").

Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel and Developer shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The address described in Section 1.6 of the Development Agreement for Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
Attn: _____

[Signatures follow on next page]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

_____,
a _____

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

DEVELOPER:

_____,
a _____

By: _____
Print Name: _____
Title: _____

EXHIBIT "G"

ESTIMATED COSTS OF PUBLIC IMPROVEMENTS EXCLUDING PEDESTRIAN OVERCROSSING

Exhibit G

Broadstone Crossing II - Developer Commitment Traffic Abatement Measures

Concept to Construction Preliminary Engineer's Estimate

Enter the Engineer's Construction Cost Estimate*

Estimated Cost of Construction	$1,700,000		Estimated Time to Complete
Phase of Work with High Level Tasks	**Range of Cost**		
Environmental Phase (3%-5%)	$51,000	**$85,000**	18 months to 5 years, depends on project and impacts as well as needing NEPA in addition to CEQA
Preliminary Design (35% plans)			
Technical Studies and Documentation			
Final Design (8% - 12%)	$136,000	**$204,000**	18 months to 2 years after Environmental Document Complete
65% Design (Plans and Estimate)			
90% Design (Plans, Specs, and Estimate)			
100% (Final Bid Documents)			
Right of Way (5%-10%)	$85,000	**$170,000**	6 to 18 months for regular acquisition, 2 years to 5 years with condemnation
Right of Way Acquisition			
Acquisition Services			
Utility Relocations (5%-10%)	$85,000	**$170,000**	18 months to 3 years for processing, design and field work
Construction			Depends on the volume of project, could be 6 months up to 3 years
Hard Costs	$1,700,000	$1,700,000	
Construction Management (15%-20%)	$255,000	$340,000	
Construction Engineering (5%-7%)	$85,000	$119,000	
City Administration (10% - 18%)	$170,000	**$306,000**	For the duration of the project.
Contingency (10%-30%)	$170,000.0	**$510,000**	10% if at 100% plans/bid, 30% if just starting Environmental
TOTAL ESTIMATED PROJECT COST	**$2,737,000**	**$3,604,000**	

HARD COSTS OF PROJECT DELIVERY	$1,700,000	$1,700,000
SOFT COSTS OF PROJECT DELIVERY	$1,037,000	$1,904,000

*Initial Construction Estimate Provided by Elliott Homes and Prepared by Teichert for intersection improvements only as described in Condition of Approval No. 42. This estimate is conceptual in nature and does not reflect final design of the project. The Developer is responsible for compensating the City of Folsom for actual costs of the project delivery.

Initial Deposit at Sutter MOB Building Permit		**$1,445,000**
Remaining Deposit Due at Certificate of Occupancy for Sutter		$2,159,000
	Total Estimate	$3,604,000

EXHIBIT "H"

PARCELS POTENTIALLY SUBJECT TO FAIR SHARE CONTRIBUTION

EXHIBIT "H"
PARCELS SUBJECT TO FAIR SHARE CONTRIBUTION
AUGUST 5, 2025