

# Folsom City Council Staff Report

<b>MEETING DATE:</b>	12/8/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10567 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Creekstone Phase 1 Subdivision, and Approval of the Final Map for the Creekstone Phase 1 Subdivision
<b>FROM:</b>	Community Development Department

## **RECOMMENDATION / CITY COUNCIL ACTION**

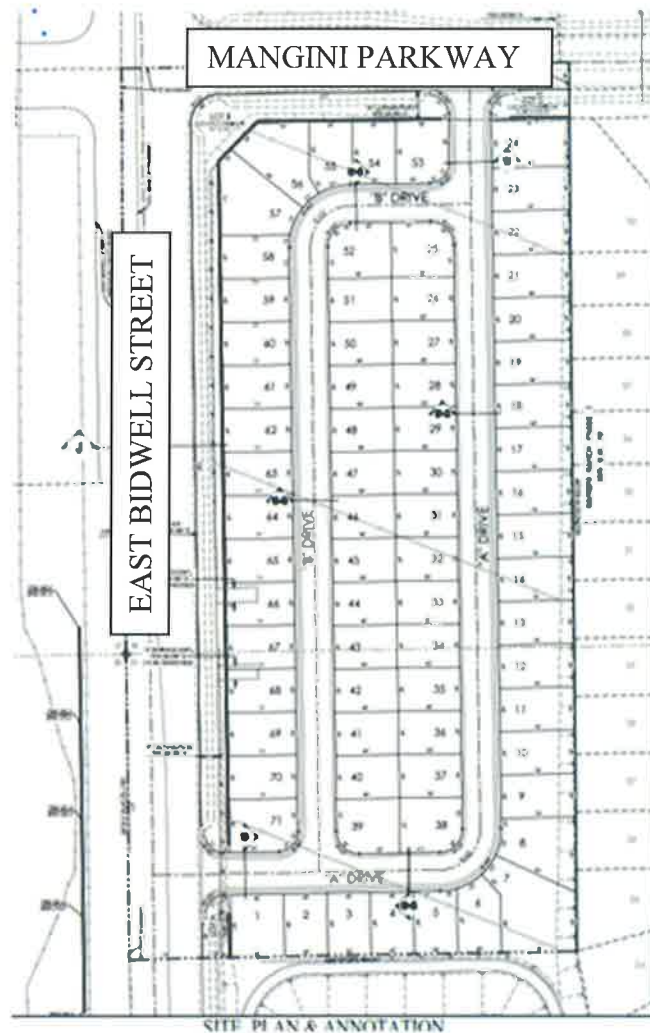
Staff recommends that the City Council move to adopt:

Resolution No. 10567 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Rockcross Subdivision, and Approval of the Final Map for the Rockcross Subdivision

## **BACKGROUND / ISSUE**

The Vesting Tentative Subdivision Map (VTSM) for the Creekstone Phase 1 Subdivision was approved by the City Council on May 26, 2020.

The action for consideration by the City Council is the approval of the Final Map and Subdivision Improvement Agreement for the Creekstone Phase 1 Subdivision. The Final Map for the Creekstone Phase 1 subdivision will create a total of 71 multi-family low density residential lots. With the approval of the Final Map, the subdivision process for this project will be complete.



MANGINI RANCH  
PHASE 1  
VILLAGES 8 & 9

The Creekstone Phase 1 Subdivision is located on the south side of Mangini Parkway east of the East Bidwell Street and west of Mangini Ranch Phase 1 Villages 8 & 9 in the Folsom Plan Area (FPA) (see above).

**POLICY / RULE**

The Subdivision Map Act of the State of California and the City’s Subdivision Ordinance require that the City Council approve Final Maps and Subdivision Improvement Agreements.

**ANALYSIS**

The Final Map and conditions of approval for the Creekstone Phase 1 Subdivision have been reviewed by the Community Development Department and other City departments. The Final Map has been found to be in substantial compliance with the approved Vesting Tentative Subdivision Map, and all conditions pertaining to the map have been satisfied.

Attached is a table which includes the conditions of approval for the Creekstone Phase 1 Subdivision Vesting Tentative Subdivision Map. The tables include information concerning when the condition is required to be satisfied (e.g. at Final Map, building permit, etc.), which City department is responsible to verify that it has been satisfied, and comments or an explanation on how the condition was satisfied.

### **ENVIRONMENTAL REVIEW**

The Mangini Ranch Phase 1 Subdivision project has been previously determined to be exempt from review under the California Environmental Quality Act (CEQA) pursuant to Government Code section 65457 and CEQA Guidelines sections 15182 and 15183. No further environmental review is required for this Final Map.

### **ATTACHMENTS**

1. Resolution No. 10567- A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Creekstone Phase 1 Subdivision, and Approval of the Final Map for the Creekstone Phase 1 Subdivision
2. Creekstone Phase 1 Subdivision Improvement Agreement
3. Creekstone Phase 1 Subdivision Final Map
4. Creekstone Phase 1 Vesting Tentative Subdivision Map
5. Table of Conditions of Approval for the Creekstone Phase 1 Vesting Tentative Subdivision Map

Submitted,



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PAM JOHNS  
Community Development Director

ATTACHMENT 1

RESOLUTION

**RESOLUTION NO. 10567**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPT OFFERS OF DEDICATION FOR THE CREEKSTONE PHASE 1 SUBDIVISION, AND APPROVAL OF THE FINAL MAP FOR THE CREEKSTONE PHASE 1 SUBDIVISION**

**WHEREAS**, the Final Map for the Creekstone Phase 1 subdivision has been reviewed and approved by the City Engineer as complying with the approved or conditionally approved Vesting Tentative Subdivision Map for the subdivision; and

**WHEREAS**, the City Council has reviewed the Final Map for the Creekstone Phase 1 subdivision; and

**WHEREAS**, the City Council agrees to accept, subject to improvement, any and all offers of dedication as shown on the Final Map for the Creekstone Phase 1 subdivision.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that the Final Map for the Creekstone Phase 1 subdivision is hereby approved.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute the Subdivision Improvement Agreement with Mangini Improvement Company, Inc. in a form acceptable to the City Attorney and accept the offers of dedication for the Creekstone Phase 1 subdivision.

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

AYES: Council Member(s)

NOES: Council Member(s)

ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

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MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

ATTACHMENT 2  
SUBDIVISION IMPROVEMENT AGREEMENT

No Fee Document Pursuant to Government Code Section 6103.

RECORDING REQUESTED BY:

City of Folsom

WHEN RECORDED MAIL TO:

NAME	City of Folsom City Clerk
MAILING ADDRESS	50 Natoma Street
CITY, STATE, ZIP CODE	Folsom, CA 95630

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF FOLSOM

SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Folsom, hereinafter referred to as "City", and Mangini Improvement Company, Inc., a California Corporation hereinafter referred to as "Subdivider".

RECITALS

- A. Subdivider has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.
- B. The proposed subdivision of land is commonly known and described as **Creekstone Phase 1 Subdivision** and is herein referred to as the "subdivision".
- C. Subdivider has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the approved improvement plans and listed in Exhibit A), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map and development agreement, if any, approved by the City. The foregoing improvements, more specifically listed on Exhibit A attached hereto, are hereinafter referred to as "the required improvements".
- D. City Council has required as a condition precedent to the approval of the Final Map, the Subdivider first enters into and executes this subdivision improvement agreement with the City.

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct, and install at his own expense the required improvements as shown on the approved plans and specifications of the subdivision, a copy of which is on file in the Community Development Department, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer due to errors, omissions, changes in conditions, or changes in facilities as required by the City Engineer. The approved plans and specifications of the required improvements may be modified by the Subdivider as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements, as shown on Exhibit A, is **ONE MILLION ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS (\$1,153,930.00)**.
2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and as required by the City's Improvement Standards and Standard Construction Specifications and any applicable City ordinances or state and federal laws, and to the satisfaction of the City Engineer.
3. Work; Time for Commencement and Performance. Work on the required improvements shall be completed by the Subdivider on or before twelve (12) months from the date of this Agreement. At least fifteen (15) calendar days prior to the commencement of such work, the Subdivider shall notify the City Engineer in writing of the date fixed by Subdivider for commencement of the work.
4. Time of Essence; Extension.
  - a. Time is of the essence of this Agreement. The date for completion of the work of construction may not be extended, except as provided in Section 16.36.110 of the Folsom Municipal Code.
5. Improvement Security. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City:
  - a. Improvement security in the sum of **ONE MILLION ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS (\$1,153,930.00)**, which sum is equal to one hundred percent of the total estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Subdivider under this Agreement, conditioned upon the faithful performance of this Agreement; and
  - b. Separate improvement security in the sum of **ONE MILLION ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS (\$1,153,930.00)**, which sum is equal to one hundred percent of the estimated cost of constructing the required improvements,



securing payment to the contractor, subcontractor and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.

- c. The Subdivider shall deposit with the City **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)** for the Final Map. The deposit may be used at the discretion of the City to correct deficiencies and conditions caused by the Subdivider, contractor, or subcontractors that may arise during or after the construction of the subdivision.
  - d. The estimated total cost of required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Subdivider may submit, in a form acceptable to the City Engineer, certification from the utility companies that adequate security has been deposited to ensure installation.
6. Plan Checking and Inspection Fees. The Subdivider shall pay to the City fees for the checking, filing, and processing of improvement plans and specifications, and for inspecting the construction of the required improvements in the amounts and at the times established by the City.
7. Indemnification and Hold Harmless. The Subdivider shall indemnify, protect, defend, save and hold the City harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Subdivider or Subdivider's officers, employees, volunteers, and agents during performance of this Agreement, or in connection with Subdivider's work, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Subdivider or its employees, subcontractors, or agents, or by the quality or character of Subdivider's work. It is understood that the duty of Subdivider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Subdivider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Subdivider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. Subdivider shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgement that may be rendered against the City in any such actions, suits or legal proceedings, or result thereof.

8. Insurance. Subdivider and any contractors hired by Subdivider to perform any of the Required Improvements shall, at their expense, maintain in effect for the duration of this Agreement or until the required improvements are accepted by the City, whichever first occurs, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Subdivider and its contractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Subdivider or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

a. Minimum Limits of Insurance. Subdivider shall maintain limits not less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- A. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Subdivider; products and completed operations of the Subdivider; premises owned, leased or used by the Subdivider; or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- B. The Subdivider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Subdivider's insurance and shall not contribute with it.

- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
  - D. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights or subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Subdivider for the City.
  - 3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of not less than A: VII.
  - e. Verification of Coverage. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
9. Title to Improvements. Title to and ownership of the required public improvements constructed under this Agreement by Subdivider shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless Subdivider certifies that such improvements have been constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved Final Map, City Improvement Standards and Standard Construction Specifications, any applicable City Ordinances or State and Federal laws and after 35 days from the date of filing of a Notice of Completion.
10. Warranty Security. Prior to acceptance of the required improvements by the City Engineer, the Subdivider shall provide security in the amount and in the form as required by the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the required improvements (Warranty Security) throughout the warranty security period which shall be the period of one year following completion and written acceptance of the improvements (Warranty Security Period). The amount of the Warranty Security shall not be less than 10 percent of the cost of the construction of the improvements, including the cash deposit required in paragraph 5C of this agreement, which shall be retained for the Warranty Security Period.

11. Repair or Reconstruction of Defective Work or Materials. If, within the Warranty Security Period or the applicable statute of limitations, whichever is longer, any improvement or part of any improvement furnished and/or installed or constructed by Subdivider or any of the work done under this Agreement fails to fulfill any of the requirements of the Agreement or the specifications referred to herein as determined by the City, Subdivider shall without delay and without any cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the required improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. The parties further understand and agree that the Warranty Security furnished pursuant to paragraph 10 of this Agreement shall guarantee and secure the faithful performance and payment of the provisions of this paragraph during the Warranty Security Period.
12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
13. Notice of Breach and Default. If Subdivider refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Subdivider should be adjudged a bankruptcy, or Subdivider should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider or any of Subdivider's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Subdivider and Subdivider's surety, if any, of breach of this Agreement, or of any portion thereof.
14. Breach of Agreement; Performance By Surety or City. In the event of any such notice, Subdivider's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Subdivider as may be on the site of the work and necessary therefor.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

15. **Notices.** All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Folsom  
Community Development Department  
50 Natoma Street  
Folsom, CA 95630  
ATTN: City Engineer**

Notices required to be given to Subdivider shall be addressed as follows:

**Mangini Improvement Company, Inc.  
4370 Town Center Blvd., Suite 100  
El Dorado Hills, CA 95762  
ATTN; William B. Bunce, President**

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

**Travelers Casualty and Surety Company of America  
c/o Risk Solutions Partners, LLC  
800 Bethel Street, Suite 201  
Honolulu, Hawaii 96813**

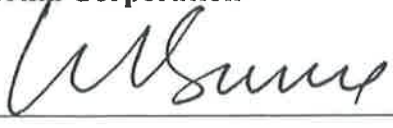
Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

16. **Attorney's Fees.** In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which he may be entitled.
17. **Assignment.** This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties, and the parties agree that the City may cause a copy of this Agreement to be recorded in the Sacramento County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

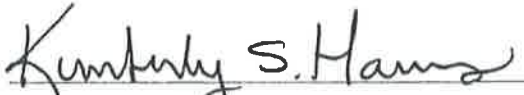
**SUBDIVIDER**

**Mangini Improvement Company, Inc.**  
**A California Corporation**

BY: 

Print Name: President

DATE 11/13/2020

BY: 

Print Name: Kimberly S. Harms

DATE: 11/13/2020

**CITY OF FOLSOM, a Municipal Corporation**

\_\_\_\_\_

DATE \_\_\_\_\_

**Elaine Andersen**  
CITY MANAGER

ATTEST:

\_\_\_\_\_

DATE \_\_\_\_\_

**Christa Freemantle**  
CITY CLERK

APPROVED AS TO CONTENT:

\_\_\_\_\_

DATE \_\_\_\_\_

**Pam Johns**  
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_

DATE \_\_\_\_\_

**Steven Wang**  
CITY ATTORNEY

NOTICE: SIGNATURE(S) ON BEHALF OF "SUBDIVIDER" MUST BE NOTARIZED  
Certificate of Acknowledgement pursuant to Civil Code, Section 1189, must be attached.

**SUBDIVISION AGREEMENT – Creekstone Phase 1 Subdivision**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

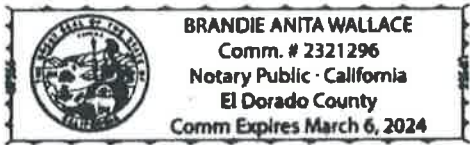
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of El Dorado }

On November 13, 2020, before me, Brandie Anita Wallace Notary Public,  
personally appeared William B. Bunce

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Brandie

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

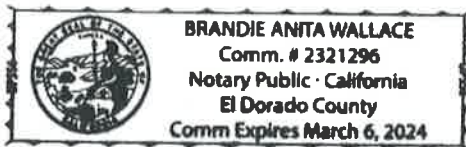
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of El Dorado }

On November 13, 2020, before me, Brandie Anita Wallace Notary Public, personally appeared Kimberly S. Harms

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

Brandie Wallace

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



EXHIBIT A  
FOLSOM PLAN AREA

Cost Estimate Summary  
for  
Mangini Ranch - Phase 1 - Creekstone Phase 1



<b><u>Backbone/Offsites Improvements</u></b>	<b>Total Cost</b>	<b>Cost to Complete</b>
Creekstone Phase 1 - Offsite	\$ 1,247,862	\$ 928,925
<hr/>		
Subtotal Backbone/Offsites	\$ 1,247,862	\$ 928,925
<b><u>Subdivision Improvements</u></b>		
Creekstone Phase 1 - Onsite	\$ 2,677,324	\$ 225,005
<hr/>		
Total Subdivision Improvements	\$ 2,677,324	\$ 225,005
<b>Total Improvement Costs</b>	<b>\$3,925,186</b>	<b>\$ 1,153,930</b>

# FOLSOM PLAN AREA

Cost Estimate for  
Mangini Ranch - Phase 1  
Off-Site - Creekstone Phase 1



Item No.	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
<b>Grading and Site Preparation</b>							
1.	1	LS	Erosion Control	\$ 20,000.00	\$ 20,000.00	0%	\$ 20,000.00
2.	11	AC	Clearing and Grubbing	\$ 200.00	\$ 2,200.00	100%	\$ -
3.	5,000	CY	Rough Grade Excavation (Fill)	\$ 3.50	\$ 17,500.00	100%	\$ -
4.	3,000	SF	Masonry Retaining Wall	\$ 35.00	\$ 105,000.00	100%	\$ -
Subtotal Grading & Site Prep					\$ 144,700.00		\$ 20,000.00
<b>Sanitary Sewer System</b>							
1.	60	LF	8" Sanitary Sewer, PVC SDR 26	\$ 70.00	\$ 4,200.00	90%	\$ 420.00
2.	1	EA	8" Flushing Branch	\$ 1,650.00	\$ 1,650.00	90%	\$ 165.00
3.	1	EA	Connect to existing	\$ 500.00	\$ 500.00	90%	\$ 50.00
Subtotal Sewer					\$ 6,350.00		\$ 635.00
<b>Storm Drain System</b>							
1.	120	LF	12" RCP (F)	\$ 45.00	\$ 5,400.00	90%	\$ 540.00
2.	166	LF	48" RCP (F)	\$ 100.00	\$ 16,600.00	90%	\$ 1,660.00
3.	1	EA	12" Flared End Section	\$ 1,000.00	\$ 1,000.00	90%	\$ 100.00
4.	1	EA	Type 'F' Drainage Inlet	\$ 2,000.00	\$ 2,000.00	90%	\$ 200.00
5.	1	EA	Modified Type 'B' Drainage Inlet	\$ 3,500.00	\$ 3,500.00	90%	\$ 350.00
Subtotal Storm Drain					\$ 28,500.00		\$ 2,850.00
<b>Potable Water System</b>							
1.	1,588	LF	8" Water (F)	\$ 60.00	\$ 95,280.00	90%	\$ 9,528.00
2.	1	EA	8" Gate Valve (F)	\$ 2,000.00	\$ 2,000.00	90%	\$ 200.00
3.	32	LF	18" Water	\$ 100.00	\$ 3,200.00	90%	\$ 320.00
4.	2	EA	12" Gate Valve	\$ 2,500.00	\$ 5,000.00	90%	\$ 500.00
5.	4	EA	Fire Hydrant w/ Tee & Valve	\$ 5,000.00	\$ 20,000.00	90%	\$ 2,000.00
6.	3	EA	4" Blow Off (F)	\$ 2,500.00	\$ 7,500.00	90%	\$ 750.00
7.	2	EA	Remove 4" Blow-Off Valve/Connect	\$ 500.00	\$ 1,000.00	90%	\$ 100.00
8.	1	EA	Connect to existing	\$ 2,500.00	\$ 2,500.00	90%	\$ 250.00
Subtotal Water					\$ 136,480.00		\$ 13,648.00
<b>Non-Potable Water System</b>							
1.	50	LF	12" Non-Potable Water	\$ 70.00	\$ 3,500.00	90%	\$ 350.00
2.	2	EA	2" Water Service	\$ 3,500.00	\$ 7,000.00	90%	\$ 700.00
3.	1	EA	Remove 4" Blow-Off Valve/Connect	\$ 500.00	\$ 500.00	90%	\$ 50.00
4.	1	EA	Connect to existing	\$ 2,500.00	\$ 2,500.00	90%	\$ 250.00
Subtotal Water					\$ 13,500.00		\$ 1,350.00

## FOLSOM PLAN AREA

Cost Estimate for  
Mangini Ranch - Phase 1  
Off-Site - Creekstone Phase 1



Item No.	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
<b>Concrete</b>							
1.	1,325	LF	Type 2 Vertical Curb & Gutter	\$ 20.00	\$ 26,500.00	0%	\$ 26,500.00
2.	3,100	LF	Type 5 Median Curb	\$ 30.00	\$ 93,000.00	0%	\$ 93,000.00
3.	2	EA	Concrete Survey Monument	\$ 300.00	\$ 600.00	0%	\$ 600.00
Subtotal Concrete					\$ 120,100.00		\$ 120,100.00
<b>Streetwork</b>							
1.	3,409	Ton	Asphalt Concrete (Type 'B')	\$ 80.00	\$ 272,720.00	0%	\$ 272,720.00
2.	7,098	Ton	Aggregate Base (Class 2)	\$ 20.00	\$ 141,960.00	0%	\$ 141,960.00
3.	1	LS	Signage & Striping	\$ 13,450.00	\$ 13,450.00	0%	\$ 13,450.00
4.	1	LS	Irrigation Sleeves	\$ 8,000.00	\$ 8,000.00	0%	\$ 8,000.00
Subtotal Streetwork					\$ 436,130.00		\$ 436,130.00
<b>Joint Trench and Street Lights</b>							
1.	1,650	LF	Joint Trench Excavation & Backfill	\$ 130.00	\$ 214,500.00	0%	\$ 214,500.00
2.	7	EA	LED Street Light (including Conduit, Wiring and and Appurtenances	\$ 3,000.00	\$ 21,000.00	0%	\$ 21,000.00
3.	1	EA	Street Light Service Point	\$ 5,000.00	\$ 5,000.00	0%	\$ 5,000.00
4.	180	LF	Traffic Conduit & Pullwire	\$ 12.00	\$ 2,160.00	0%	\$ 2,160.00
5.	400	LF	Post & Cable Barrier	\$ 15.00	\$ 6,000.00	0%	\$ 6,000.00
Subtotal Street Lights					\$ 248,660.00		\$ 248,660.00
<b>Subtotal Backbone/Offsite Improvements</b>					<b>\$ 1,134,420.00</b>		<b>\$ 855,523.00</b>
Contingency <span style="border: 1px solid black; padding: 0 2px;">10%</span>					\$ 113,442.00		\$ 85,552.30
<b>Total Backbone/Offsite Improvements</b>					<b>\$ 1,247,862.00</b>		<b>\$ 941,075.30</b>

<u>Backbone/Offsite Improvements Summary</u>	Total Cost	Cost to Complete
Grading & Site Preparation	\$ 144,700.00	\$ 20,000.00
Sewer	\$ 6,350.00	\$ 635.00
Storm Drain	\$ 28,500.00	\$ 2,850.00
Water	\$ 136,480.00	\$ 13,648.00
Non-Potable Water	\$ 13,500.00	\$ 1,350.00
Concrete	\$ 120,100.00	\$ 120,100.00
Streetwork	\$ 436,130.00	\$ 436,130.00
Joint Trench and Street Lights	\$ 248,660.00	\$ 248,660.00
Contingency	\$ 113,442.00	\$ 85,552.30
<b>Total Backbone/Offsite Improvements</b>	<b>\$ 1,247,862.00</b>	<b>\$ 928,925.30</b>

# FOLSOM PLAN AREA

Cost Estimate for  
Mangini Ranch - Phase 1  
On-Site - Creekstone Phase 1



Item No.	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
<b>Grading and Site Preparation</b>							
1.	8	AC	Clearing and Grubbing	\$ 200.00	\$ 1,600.00	100%	\$ -
2.	13,359	CY	Rough Grade Excavation	\$ 3.50	\$ 46,756.50	100%	\$ -
3.	7,940	SF	Masonry Retaining Wall	\$ 35.00	\$ 277,900.00	100%	\$ -
4.	960	LF	Orange Silt Fence	\$ 15.00	\$ 14,400.00	100%	\$ -
5.	590	LF	Orange Protective Fence	\$ 10.00	\$ 5,900.00	100%	\$ -
6.	8	AC	Erosion Control	\$ 1,000.00	\$ 8,000.00	50%	\$ 4,000.00
Subtotal Grading & Site Prep					\$ 354,556.50		\$ 4,000.00
<b>Sanitary Sewer System</b>							
1.	1	EA	Connect to Existing Sewer Main	\$ 500.00	\$ 500.00	100%	\$ -
2.	7	EA	48" Standard Sanitary Manhole	\$ 7,850.00	\$ 54,950.00	100%	\$ -
3.	3	EA	6" Flushing Branch	\$ 1,125.00	\$ 3,375.00	100%	\$ -
4.	513	LF	6" Sanitary Sewer Pipe	\$ 65.00	\$ 33,345.00	100%	\$ -
5.	1,367	LF	8" Sanitary Sewer Pipe	\$ 82.00	\$ 112,094.00	100%	\$ -
6.	71	EA	4" Sanitary Sewer Service	\$ 2,500.00	\$ 177,500.00	100%	\$ -
Subtotal Sewer					\$ 381,764.00		\$ -
<b>Storm Drain System</b>							
1.	7	EA	48" Standard Storm Drain Manhole	\$ 5,000.00	\$ 35,000.00	100%	\$ -
2.	3	EA	60" Standard Storm Drain Manhole	\$ 7,000.00	\$ 21,000.00	100%	\$ -
3.	1	EA	72" Standard Storm Drain Manhole	\$ 9,000.00	\$ 9,000.00	100%	\$ -
4.	944	LF	12" Storm Drain Pipe	\$ 45.00	\$ 42,480.00	100%	\$ -
5.	630	LF	15" Storm Drain Pipe	\$ 55.00	\$ 34,650.00	100%	\$ -
6.	268	LF	24" Storm Drain Pipe	\$ 65.00	\$ 17,420.00	100%	\$ -
7.	3	EA	Type GOL-7 Drainage Inlet (Base only)	\$ 4,500.00	\$ 13,500.00	100%	\$ -
8.	13	EA	Modified Type B Drainage Inlet (Base only)	\$ 3,500.00	\$ 45,500.00	100%	\$ -
9.	1	EA	24" storm drain outfall structure	\$ 2,000.00	\$ 2,000.00	100%	\$ -
Subtotal Storm Drain					\$ 220,550.00		\$ -
<b>Potable Water System</b>							
1.	1,955	LF	8" Water Main	\$ 55.00	\$ 107,525.00	100%	\$ -
2.	8	EA	8" Gate Valve	\$ 2,000.00	\$ 16,000.00	100%	\$ -
3.	2	EA	18" Butterfly Valve	\$ 6,000.00	\$ 12,000.00	100%	\$ -
4.	6	EA	Fire Hydrant w/ Tee & Valve	\$ 5,000.00	\$ 30,000.00	100%	\$ -
5.	71	EA	1" water service	\$ 1,000.00	\$ 71,000.00	100%	\$ -
6.	1	EA	Water Sampling Station	\$ 500.00	\$ 500.00	100%	\$ -
7.	2	EA	Connect to Existing Main	\$ 2,500.00	\$ 5,000.00	100%	\$ -
Subtotal Water					\$ 242,025.00		\$ -

## FOLSOM PLAN AREA

Cost Estimate for  
Mangini Ranch - Phase 1  
On-Site - Creekstone Phase 1



Item No.	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
<b>Concrete</b>							
1.	3,004	LF	Type 1 Curb & Gutter	\$ 20.00	\$ 60,080.00	100%	\$ -
2.	731	LF	Type 2 Curb & Gutter	\$ 20.00	\$ 14,620.00	100%	\$ -
3.	502	LF	Type 5 Median Curb	\$ 30.00	\$ 15,060.00	100%	\$ -
4.	15,369	SF	Sidewalk (4' wide / 6"AB)	\$ 6.00	\$ 92,214.00	100%	\$ -
5.	4	EA	Concrete Survey Monument	\$ 300.00	\$ 1,200.00	100%	\$ -
Subtotal Concrete					\$ 183,174.00		\$ -
<b>Streetwork</b>							
1.	1,389	Ton	Asphalt Concrete (Type 'B')	\$ 80.00	\$ 111,120.00	100%	\$ -
2.	3,409	Ton	Aggregate Base (Class 2)	\$ 20.00	\$ 68,180.00	100%	\$ -
3.	1	LS	Signage & Striping	\$ 3,570.00	\$ 3,570.00	100%	\$ -
4.	1	LS	Irrigation Sleeves	\$ 6,415.00	\$ 6,415.00	100%	\$ -
Subtotal Streetwork					\$ 189,285.00		\$ -
<b>Joint Trench and Street Lights</b>							
1.	71	lot	Joint Trench Excavation & Backfill	\$ 8,800.00	\$ 624,800.00	100%	\$ -
2.	9	EA	LED Streetlights	\$ 3,000.00	\$ 27,000.00	100%	\$ -
3.	1	EA	Street Light Service Point	\$ 5,000.00	\$ 5,000.00	100%	\$ -
Subtotal Joint Trench & Street Lights					\$ 656,800.00		\$ -
<b>Demolition</b>							
1.	40	LF	Remove 24" RCP Pipe & Install Cap	\$ 30.00	\$ 1,200.00	100%	\$ -
2.	40	LF	Remove 8" SDR26 Sewer Pipe	\$ 20.00	\$ 800.00	100%	\$ -
3.	25	LF	Remove 12" SDR26 PVC Pipe	\$ 20.00	\$ 500.00	100%	\$ -
4.	1	EA	Remove 36" CMP DI	\$ 500.00	\$ 500.00	100%	\$ -
5.	450	LF	Remove 8" Type 5 Median Curb	\$ 2.00	\$ 900.00	100%	\$ -
6.	1,326	SF	Remove Existing Concrete Sidewalk	\$ 1.00	\$ 1,326.00	100%	\$ -
Subtotal Water					\$ 5,226.00		\$ -
<b>Landscaping &amp; Soundwalls</b>							
1.	5,730	SF	Soundwall	\$ 35.00	\$ 200,550.00	0%	\$ 200,550.00
Subtotal Landscape					\$ 200,550.00		\$ 200,550.00
Subtotal Subdivision Improvements					\$ 2,433,930.50		\$ 204,550.00
Contingency <span style="border: 1px solid black; padding: 2px;">10%</span>					\$ 243,393.05		\$ 20,455.00
<b>Total Subdivision Improvements</b>					<b>\$ 2,677,323.55</b>		<b>\$ 225,005.00</b>

**FOLSOM PLAN AREA**

Cost Estimate for  
Mangini Ranch - Phase 1  
On-Site - Creekstone Phase 1



Item No.	Quantity	Unit	Description	Unit Price	Total	% Complete	Cost to Complete
<b>Summary</b>					<b>Total Cost</b>		<b>Cost to Complete</b>
			Grading & Site Preparation		\$ 354,556.50		\$ 4,000.00
			Sewer		\$ 381,764.00		\$ -
			Storm Drain		\$ 220,550.00		\$ -
			Water		\$ 242,025.00		\$ -
			Concrete		\$ 183,174.00		\$ -
			Streetwork		\$ 189,285.00		\$ -
			Joint Trench and Street Lights		\$ 656,800.00		\$ -
			Demolition		\$ 5,226.00		\$ -
			Landscaping		\$ 200,550.00		\$ 200,550.00
			Contingency		\$ 243,393.05		\$ 20,455.00
<b>TOTALS</b>					<b>\$ 2,677,323.55</b>		<b>\$ 225,005.00</b>

# PERFORMANCE BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107306656

**CONTRACTOR:**

*(Name, legal status and address)*

Goodfellow Bros. California, LLC  
50 Contractors Street  
Livermore, California 94551

**OWNER:**

*(Name, legal status and address)*

Maugini Improvement Company, Inc.  
4370 Town Center Blvd., Suite 100  
El Dorado Hills, California 95762

**CONSTRUCTION CONTRACT**

Date: October 30, 2020

Amount: \$1,153,930.00

Description:

*(Name and location)*

CREEKSTONE PHASE 1 SUBDIVISION

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**BOND**

Date: November 18, 2020

*(Not earlier than Construction Contract Date)*

Amount: \$1,153,930.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Goodfellow Bros. California, LLC

Signature: 

Name and Title: Robert T. Takamatsu, General Counsel

*His General Counsel*  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Erica Li, Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Risk Solution Partners, LLC  
800 Bethel Street, Suite 201  
Honolulu, Hawaii 96813  
808-954-7449

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after  
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails



to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

# PAYMENT BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107306656

**CONTRACTOR:**

*(Name, legal status and address)*

Goodfellow Bros. California, LLC  
50 Contractors Street  
Livermore, California 94551

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

Mangini Improvement Company, Inc.  
4370 Town Center Blvd., Suite 100  
El Dorado Hills, California 95762

**CONSTRUCTION CONTRACT**

Date: **October 30, 2020**

Amount: **\$1,153,930.00**

Description:

*(Name and location)*

**CREEKSTONE PHASE 1 SUBDIVISION**

**BOND**

Date: **November 18, 2020**

*(Not earlier than Construction Contract Date)*

Amount: **\$1,153,930.00**

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Goodfellow Bros. California, LLC

Signature: 

Name and Title: **Robert T. Takamutsu, General Counsel**

**SURETY**

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: **Erica Li, Attorney-in-Fact**

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY -- Name, address and telephone)*

**AGENT or BROKER:**

Risk Solution Partners, LLC  
800 Bethel Street, Suite 201  
Honolulu, Hawaii 96813  
808-954-7449

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

**This Bond is given pursuant to Part 6 of Division 4 of The California Civil Code, and in accordance with Section 8150, Section 8152 and Section 8154 of such Code, which are incorporated herein**

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Erica Li, of Honolulu, Hawaii**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

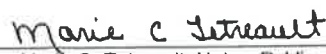
By:   
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June, 2021**



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18<sup>th</sup> day of November 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ATTACHMENT 3

FINAL MAP

## OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS FINAL MAP OF "CREEKSTONE - PHASE 1" AND DO HEREBY DECLARE THE CONSENT FROM NO OTHER PERSON IS NECESSARY AND I CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE AS PUBLIC RIGHT-OF-WAY AND AS PUBLIC UTILITY EASEMENTS TO THE CITY OF FOLSOM CASH DRIVE AND CANTON DRIVE AS SHOWN HEREON.

I DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

1. A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAIN, GAS, SEWER AND WATER PIPES AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND COMMUNICATIONS SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, AND C AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.)
2. A PUBLIC EASEMENT FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN ACCESS EASEMENT" (P.A.E.)
3. A PUBLIC EASEMENT AND RIGHT-OF-WAY FOR THE INSTALLATION, REPAIR, REMOVAL, OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, ACROSS AND ABOVE THOSE STRIPS OF LANDS SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT" (L.E.)
4. A PUBLIC EASEMENT FOR CONSTRUCTION AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER AND ACROSS STRIPS OF LAND FIVE (5) FEET IN WIDTH CONTIGUOUS TO ALL RIGHT-OF-WAYS.

**MANGINI IMPROVEMENT COMPANY, INC.,  
A CALIFORNIA CORPORATION**

BY \_\_\_\_\_ DATE \_\_\_\_\_  
NAME: WILLIAM B. BUONICCONTI  
TITLE: PRESIDENT

## NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ A NOTARY PUBLIC

PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

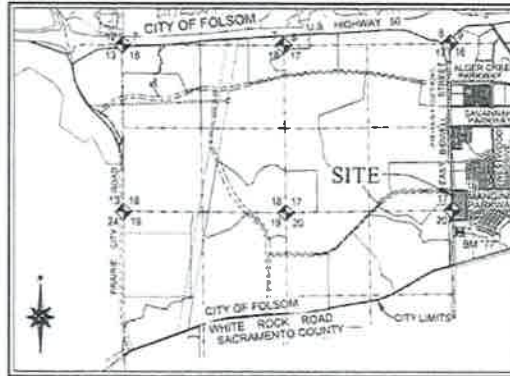
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_ MY COMMISSION NUMBER \_\_\_\_\_



## VICINITY MAP

NAVD88 BENCHMARK-CITY OF FOLSOM

BENCHMARK 77' ELEVATION = 360.28 NAVD58

BRASS DISK STAMPED "CITY OF FOLSOM BM 77" ON THE NORTHWEST CORNER OF A CONCRETE DRAINAGE STRUCTURE LOCATION OF SITE IS APPROXIMATELY 1300 FEET SOUTH OF THE INTERSECTION OF MANGINI PARKWAY AND E BIDWELL STREET ON THE EAST SIDE OF E BIDWELL STREET APPROXIMATE LATITUDE: N380.373011' LONGITUDE: W121.024942'

ELEVATION OF 360.28 WAS ESTABLISHED BY A DIFFERENTIAL LEVEL CIRCUIT FROM COUNTY BENCHMARK JC1B-003 STAMPED "K-656" IN FEBRUARY 2014 BY MACKAY AND SOMPS CIVIL ENGINEERS, INC.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MANGINI IMPROVEMENT COMPANY, INC. A CALIFORNIA CORPORATION. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED AND WILL BE SET BY DECEMBER 31, 2022, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



## FOR REVIEW PURPOSES ONLY

PAUL FERLUDSSON, JR. PLS 9260  
EXPIRATION MARCH 31, 2022

DATE 10-23-2020

## CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKSTONE - PHASE 1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

STEVEN R. KRAHN PCE 4523'  
CITY ENGINEER  
CITY OF FOLSOM  
LICENSE EXPIRES: 08/30/2022

DATE \_\_\_\_\_

## CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKSTONE - PHASE 1" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

GERALD A. YOUNG L.S. 3852  
CITY SURVEYOR  
LICENSE EXPIRES: 06/30/2022

DATE \_\_\_\_\_

## CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF FOLSOM HAS APPROVED THIS FINAL MAP OF "CREEKSTONE - PHASE 1" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENTS, ALL "RIGHT-OF-WAYS" AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON.

CHRISTA FREEMANTLE  
CITY CLERK

DATE \_\_\_\_\_

## RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. \_\_\_\_\_ ON FILE IN THIS OFFICE.

DOYNA ALLRED  
SACRAMENTO COUNTY RECORDER  
STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_ FEE \$ \_\_\_\_\_

## FINAL MAP (PN 19-059) CREEKSTONE - PHASE 1

BEING A SUBDIVISION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP TITLED "FINAL MAP (PN 14-071) MANGINI RANCH LARGE LOT" FILED FOR RECORD ON APRIL 7, 2017, IN BOOK 395 OF MAPS AT PAGE 10, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 16 & 2; TOWNSHIP 9 NORTH RANGE 8 EAST M.D.B.M.

CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

**Mackay & Somps**  
ENGINEERS PLANNERS SURVEYORS  
120 Crocker Way, Suite 100, Folsom, CA 95630 (916) 977-1171

DECEMBER 2020

SHEET 1 OF 6



**TRUSTEE'S STATEMENT**

PLACER TITLE COMPANY A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEED OF TRUST RECORDED APRIL 17, 2017, (BOOK 20170417 (PAGE) 0872, OFFICIAL RECORDS) WAS SUBORDINATED TO THE LIEN OF THE DEED OF TRUST RECORDED DECEMBER 12, 2016, (D.A. 201612121267 AS D.N. 201612121266). HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_

**NOTARY'S ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_ BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC

**PERSONALLY APPEARED**  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.  
SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY  
MY COMMISSION EXPIRES: \_\_\_\_\_ MY COMMISSION NUMBER: \_\_\_\_\_

**NOTES**

- ALL CURVE DIMENSIONS ARE RADII, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- THIS FINAL MAP CONTAINS 9.877± ACRES GROSS CONSISTING OF 71 RESIDENTIAL LOTS AND 3 LETTERED LOTS.
- A PRELIMINARY GEOTECHNICAL ENGINEERING REPORT FOR THE MANGINI RANCH (PROJECT NO. EM145-001) WAS PREPARED BY YOUNGKIM CONSULTING GROUP, INC. ON JULY 2014 IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF FOLSOM COMMUNITY DEVELOPMENT DEPARTMENT.
- ALL FRONT LOT CORNERS WILL BE SET ON THE SIDEWALK WITH A 1.00 FOOT OFFSET ON THE SIDE PROPERTY LINE EXTENDED WITH A 1" DIAMETER BRASS DISC STAMPED "S 965 (SEE DETAIL SHEET 3).
- ALL REAR LOT CORNERS NOT OTHERWISE SPECIFIED ON THIS MAP WILL BE SET WITH A 4.00 FOOT OFFSET ON THE SIDE PROPERTY LINE WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9285" (SEE DETAIL SHEET 3).
- LOTS A, B AND C SHOWN PER THIS MAP ARE TO BE DEDED TO THE CITY OF FOLSOM EITHER CONCURRENT OR FOLLOWING RECORDATION OF THIS MAP BY SEPARATE DOCUMENT.
- PROPERTY SUBJECT TO CFC 2013-1 (WATER FACILITIES AND SUPPLY) PER 20131230 O.R. 0311
- PROPERTY SUBJECT TO CFC NO. 17 (WILLOW HILL PIPELINE PROJECT) IN ACCORDANCE WITH THE "WILLOW HILLS COMMUNITY FACILITIES ACT OF 1982" PER 20150325 O.R. 0332
- PROPERTY SUBJECT TO CFC NO. 19 (FOLSOM PLAN AREA - AREA-WIDE IMPROVEMENTS AND SERVICES) RECORDED DECEMBER 9 2015 AS 20151209 O.R. 0427
- PROPERTY SUBJECT TO CFC NO. 19 (FOLSOM PLAN AREA - AREA-WIDE IMPROVEMENTS AND SERVICES) RECORDED DECEMBER 9 2015 AS 20151209 O.R. 0427
- PROPERTY SUBJECT TO CFC NO. 19 (FOLSOM PLAN AREA - AREA-WIDE IMPROVEMENTS AND SERVICES) RECORDED DECEMBER 9 2015 AS 20151209 O.R. 0427
- PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM CATHERINE "KOK" HOUSE MANGINI AND ALBERT D. MANGINI, PER 20070312 O.R. 0282 AND 20070516 O.R. 025
- THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS CONTAINED IN THE AGREEMENT ENTITLED "TRUST DEVELOPMENT AGREEMENT" BY AND BETWEEN MICHELE M. CAHR AND MELISSA A. BARRON, ANGEL K. TSAKOPOULOS, RUSSELL PRONATORY LLC, CARPENTER RANCH LP, JW FOLSOM ONE LLC, ROJET GENERAL CORPORATION, EASTON DEVELOPMENT COMPANY, LLC, FOLSOM HEIGHTS, LLC, FOLSOM WHITE ROCK INVESTORS LLC, SACRAMENTO COUNTRY GAY SCHOOL, ELLIOTT HOUSE, INC., JASON A. ZARGHAMI AND RAE D. ZARGHAMI, TRUSTEES OF THE ZARGHAMI FAMILY TRUST, JAVANSHIR JAVANFARD AND GAYLE JAVANFARD AND ARCADIAN HEIGHTS, LLC AND WHITE ROCK LAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED AUGUST 3 2011 20110803 O.R. 0422 RE RECORDED JULY 15 2014 20140715 O.R. 361, RE RECORDED JANUARY 29, 2016 20160129 O.R. 0375 AND RE RECORDED APRIL 17, 2017 20170417 O.R. 064
- PROPERTY SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "WATER SUPPLY AND FACILITIES FINANCING PLAN AND AGREEMENT BETWEEN THE CITY OF FOLSOM AND CERTAIN LANDOWNERS IN THE FOLSOM PLAN AREA" BY AND BETWEEN CITY OF FOLSOM A CHARTER CITY AND LANDOWNERS, DATED DECEMBER 11, 2012, RECORDED JANUARY 24, 2013 AS 20130124 O.R. 1382 AND MODIFIED BY 20140623 O.R. 0556 AND 0560 AND 20151211 O.R. 0142
- PROPERTY SUBJECT TO AN EASEMENT OVER SAID LAND FOR AVIATION AND INCIDENTAL PURPOSES AS GRANTED TO COUNTY OF SACRAMENTO, A POLITICAL SUBDIVISION, IN DEED PER 20140715 O.R. 0362 AND 20140715 O.R. 0411
- PROPERTY SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "COST SHARING AGREEMENT" BY AND BETWEEN THMC RUSSELL RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MANGINI IMPROVEMENT COMPANY, INC., A CALIFORNIA CORPORATION, PER 23170417 O.R. 0878
- PROPERTY SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS CONTAINED IN THE AGREEMENT ENTITLED "INTERCREDITOR AGREEMENT" BY AND BETWEEN GOODFELLOW BROS. INC., A WASHINGTON CORPORATION, AND MANGINI IMPROVEMENT COMPANY, INC., A CALIFORNIA CORPORATION AND CALANTALIC GROUP, INC., A DELAWARE CORPORATION, RECORDED APRIL 17, 2017, 20170417 O.R. 0877 OFFICIAL RECORDS
- PROPERTY SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS CONTAINED IN THE AGREEMENT ENTITLED "INTERCREDITOR AGREEMENT" BY AND BETWEEN GOODFELLOW BROS. INC., A WASHINGTON CORPORATION, AND WHITE ROCK LAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, MANGINI IMPROVEMENT COMPANY, INC., A CALIFORNIA CORPORATION AND TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED OCTOBER 22, 2016 D.N. 2015-0226436, OFFICIAL RECORDS
- PROPERTY SUBJECT TO FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT NC 3 PER 20080707 O.R. 0662
- PROPERTY SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS CONTAINED IN THAT CERTAIN GRANT DEED XC202912 O.R. 0282 AND RE RECORDED IN THAT CERTAIN GRANT DEED 20070509 O.R. 0525
- PROPERTY SUBJECT TO PLAN DEVELOPMENT PERMIT 19-059 ON FILE IN THE CITY OF FOLSOM
- PROPERTY SUBJECT TO INCLUSIONARY HOUSING PLAN PER D.N. 222008121113
- THE EASEMENTS LISTED BELOW, NOT SHOWN HEREON ARE HEREBY ABANDONED PER SECTION 86434(G) OF THE GOVERNMENT CODE.  
A. L.E.P.A.E.P.U.E. ALONG EASTERLY RIGHT-OF-WAY OF EAST BIDWELL STREET (PREVIOUSLY SCOTT ROAD) AND SOUTHERLY RIGHT-OF-WAY OF MANGINI PARKWAY, WITHIN LOT 10 PER 395 9M 10.  
B. A DRAINAGE EASEMENT (D.E.) WITHIN LOT 10 AS SHOWN ON SHEET 9 OF 19 OF MAP 395 BM 10  
C. A SEWER EASEMENT (S.E.) WITHIN LOT 10 AS SHOWN ON SHEET 9 OF 19 OF MAP 395 BM 10

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS MAP IS THE WESTERLY LINE OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "MANGINI RANCH - LARGE LOT" FILED FOR RECORD ON APRIL 7 2017 IN BOOK 395 OF MAPS AT PAGE 10, SACRAMENTO COUNTY RECORDS AND HAVING A BEARING OF NORTH 0°41'16" WEST BETWEEN THE FOUND MONUMENTS SHOWN HEREON.

**REFERENCES**

- (1) 395 B.M. 10
- (2) 235 P.M. 9

**LEGEND**

- SECT ON CORNER AS NOTED
- ONE-QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "S 7944" TO BE SET PER (1)
- 1-1/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7946" TO BE SET PER (1)
- SET STANDARD CITY OF FOLSOM MONUMENT WELL STAMPED "LS 9285"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 9285"
- SET 3/4" BRASS TAG STAMPED "LS 9285"
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9285"
- DIMENSION POINT
- RECORD DATA PER REFERENCE
- BOOK OF MAPS
- DRAINAGE EASEMENT
- DOCUMENT NUMBER
- LANDSCAPE EASEMENT
- OVERALL
- PEDESTRIAN ACCESS EASEMENT
- PARCEL MAP
- PUBLIC UTILITY EASEMENT
- RADIAL BEARING
- RIGHT-OF-WAY
- SQUARE FEET
- SHEET INDEX NUMBER
- BOUNDARY
- LOT LINE & RIGHT OF WAY
- RIGHT-OF-WAY
- CENTER LINE
- EASEMENT LINE
- SECTION LINE
- ADJACENT PROPERTY LINE

**FINAL MAP (PN 19-059)  
CREEKSTONE - PHASE 1**

BEING A SUBDIVISION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP TITLED "FINAL MAP (PN 14-07) MANGINI RANCH LARGE LOT" FILED FOR RECORD ON APRIL 7, 2017 IN BOOK 395 OF MAPS AT PAGE 10, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 16 & 21 TOWNSHIP 9 NORTH RANGE 8 EAST, M.D.R.M.

SEE THIS SHEET FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

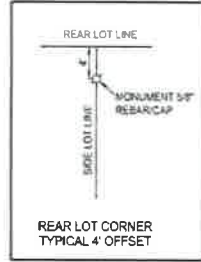
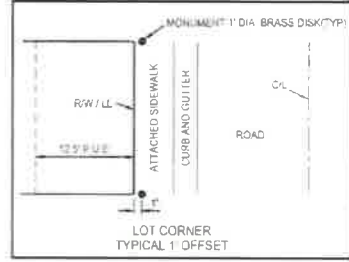
1/4" CORNER 2" ALUMINUM CAP OR 5/8" REBAR STAMPED LS 4533 PER 395 B.M. 10. DESTROYED BY CONSTRUCTION TO BE RESET WITH MONUMENT WELL PER COUNTY STANDARDS PER (1)

FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED LS 4533 PER (1)

3/4" IRON PIPE PER (1) DESTROYED BY CONSTRUCTION TO BE RESET WITH MONUMENT WELL PER COUNTY STANDARDS

PANEL 5 218 F.M. 17

PANEL 2 236 F.M. 9



**FINAL MAP (PN 19-059)  
CREEKSTONE - PHASE 1**

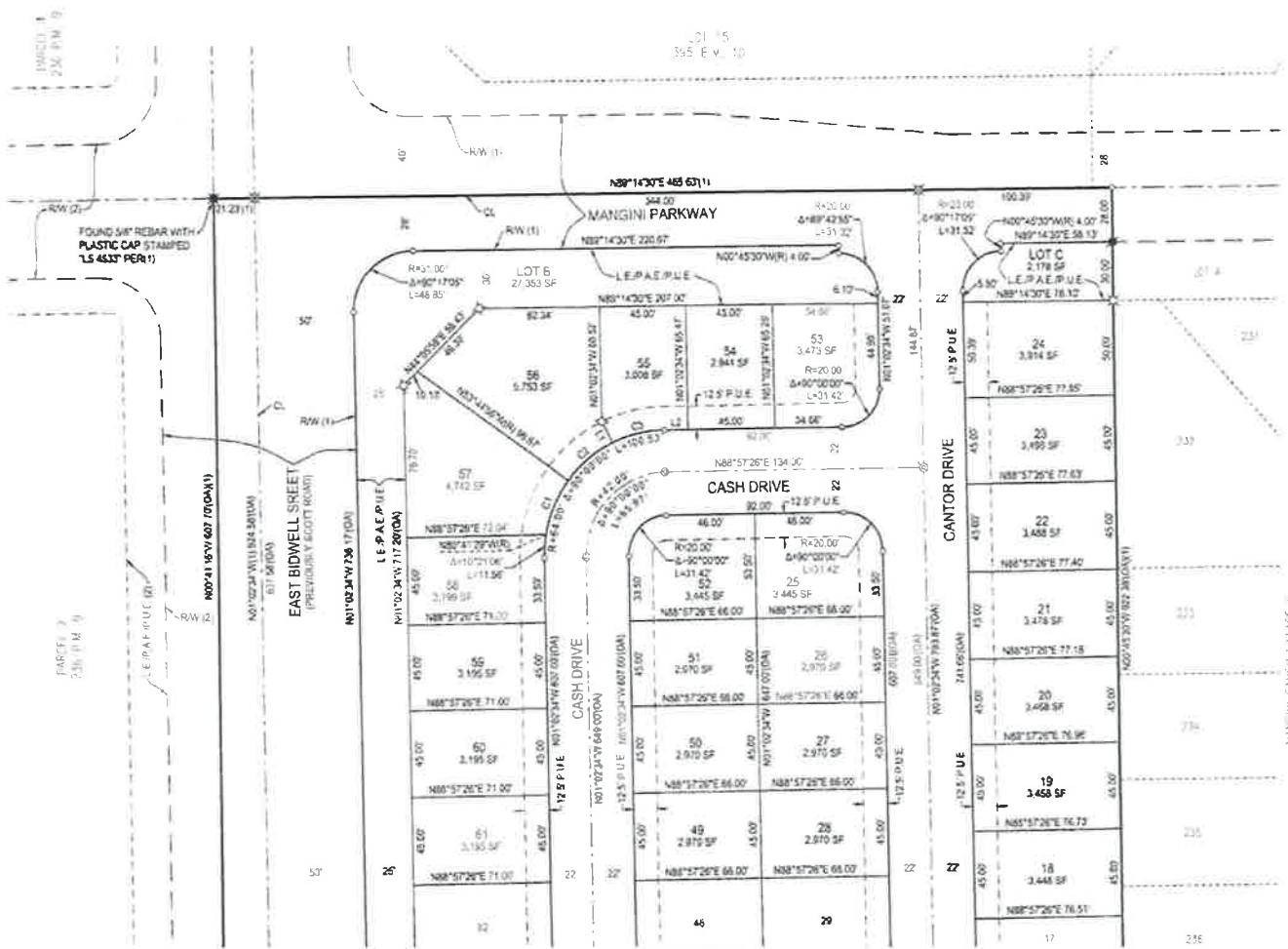
BEING A SUBDIVISION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP TITLED "FINAL MAP (PN 14-071) MANGINI RANCH LARGE LOT" FILED FOR RECORD ON APRIL 7, 2017, IN BOOK 385 OF MAPS AT PAGE 10, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 16 & 21 TOWNSHIP 9 NORTH RANGE 8 EAST, M.D.B.M.

CITY OF FOLSOM • SACRAMENTO COUNTY • CALIFORNIA

**MacKay & SompS**  
ENGINEERS PLANNERS SURVEYORS  
1322 Colusa Ridge Court, Suite 100, Folsom, CA 95630 (916) 731-1100

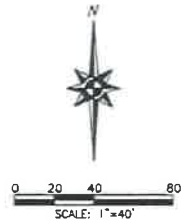
DECEMBER 2020  
SHEET 3 OF 6

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



Curve Table			
Curve #	Radius	Data	Length
C1	64.00'	26°56'33"	30.10'
C2	64.00'	27°25'50"	30.64'
C3	64.00'	25°16'31"	28.23'

Line Table		
Line #	Bearing	Length
L1	N28°19'06"W	12.50'
L2	N88°57'26"E	12.34'



**FINAL MAP (PN 19-059)  
CREEKSTONE - PHASE 1**

BEING A SUBDIVISION OF LOT 1C AS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP TITLED "FINAL MAP (PN 14-07) - MANGINI RANCH LARGE LOT" FILED FOR RECORD ON APRIL 7, 2017, IN BOOK 395 OF MAPS AT PAGE 10, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 16 & 21, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.M.

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DECEMBER 2020

SHEET 4 OF 6

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

SEE SHEET 5

SEE SHEET 4



SEE SHEET 6

**FINAL MAP (PN 19-059)  
CREEKSTONE - PHASE 1**

BEING A SUBDIVISION OF LOT 10 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP TITLED "FINAL MAP (PN 14-071) MANGINI RANCH - LARGE LOT" FILED FOR RECORD ON APRIL 7, 2017 IN BOOK 395 OF MAPS AT PAGE 10, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 16 & 21, TOWNSHIP 9 NORTH, RANGE 8 EAST, N.D.B.M.

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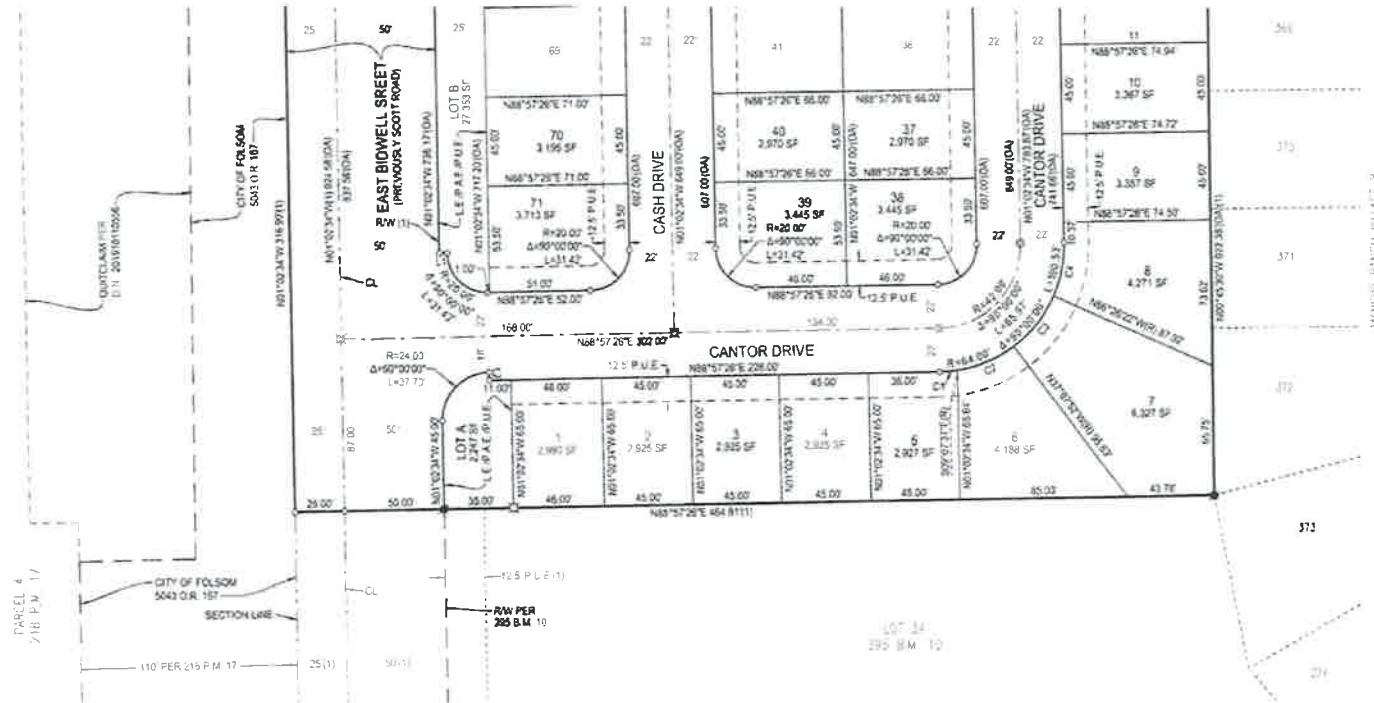
**MACKAY & SOMPS**  
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22 CORNER HIGHTOWER, SUITE 200, SACRAMENTO, CALIFORNIA 95811-7118

DECEMBER 2020

SHEET 5 OF 6

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

SEE SHEET 5



ATTACHMENT 4  
VESTING TENTATIVE SUBDIVISION MAP



ATTACHMENT 5  
TABLE OF CONDITIONS OF APPROVAL



**CONDITIONS OF APPROVAL FOR THE CREEKSTONE PHASE 1 SUBDIVISION (PN 19-059)  
SOUTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND MANGINI PARKWAY  
SLVTSM, PD PERMIT, AND MINOR ADMINISTRATIVE MODIFICATION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
1.		<p><b><i>Final Development Plans</i></b> The owner/applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below:</p> <ol style="list-style-type: none"> <li>1. Small-Lot Vesting Tentative Subdivision Map, dated April 21, 2020</li> <li>2. Preliminary Grading, Drainage, and Utility Plan, dated April 21, 2020</li> <li>3. Creekstone Phase 1 Subdivision Project Narrative Book, dated February 26, 2020</li> <li>4. Wall and Fence Exhibit and Details, dated January 31, 2020</li> <li>5. Residential Schematic Design, dated Feb. 24, 2020</li> <li>6. Exterior Color/Materials Specification, dated February 24, 2020</li> <li>7. Conceptual Front Yards, Creekstone Phase 1 Subdivision, dated December 9, 2020</li> <li>8. Inclusionary Housing Plan, dated Feb. 15, 2019</li> <li>9. Access and Circulation Analysis, dated April 14, 2020</li> <li>10. Environmental Noise Analysis, dated August 15, 2019</li> </ol> <p>The Small-Lot Vesting Tentative Subdivision Map, Planned Development Permit, and Inclusionary Housing Plan are approved for the development of a 71-unit single-family residential subdivision (Creekstone Phase 1 Subdivision). Implementation of the project shall be consistent with the above referenced items and these conditions of approval.</p>	G, I, M, B	CD (P)(E)	<p>The Community Development Department has reviewed and approved the improvement plans and the final map for the project. The approved improvement plans are in substantial compliance with the preliminary grading and drainage plans, the preliminary site and utility plans, offsite infrastructure exhibit, the preliminary landscape plans and the community design guidelines.</p> <p>The final map for this subdivision is in substantial compliance with the approved Vesting Tentative Subdivision Map.</p>	Yes
2.		<p><b><i>Plan Submittal</i></b> All civil engineering, improvement, and landscape and irrigation plans, shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.</p>	G, I	CD (P)(E)	<p>Improvement plans for East Bidwell Street, Mangini Parkway, and this subdivision have been approved by the City.</p> <p>Landscape plans for East Bidwell Street and Mangini Parkway have also been approved by the City.</p>	Yes

**CONDITIONS OF APPROVAL FOR THE CREEKSTONE PHASE 1 SUBDIVISION (PN 19-059)  
SOUTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND MANGINI PARKWAY  
SLVTSM, PD PERMIT, AND MINOR ADMINISTRATIVE MODIFICATION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
3.		<p><b>Validity</b> This approval of the Small-Lot Vesting Tentative Subdivision Map shall be valid for a period of twenty-four (24) months pursuant to Section 16.16.110A of the Folsom Municipal Code and the Subdivision Map Act. The term of the Planned Development Permit and approved Inclusionary Housing Agreement shall track the term of the Small-Lot Vesting Tentative Subdivision Map, as may be extended from time to time pursuant to Section 16.16.110.A and 16.16.120 of the Folsom Municipal Code and the Subdivision Map Act.</p>	M	CD (P)	The small-lot vesting tentative subdivision map for the Creekstone Phase 1 subdivision was approved by the City Council on May 26, 2020.	Yes
4.		<p><b>FMC Compliance</b> The Small-Lot Final Map shall comply with the Folsom Municipal Code and the Subdivision Map Act.</p>	M	CD (E)	The small-lot vesting tentative subdivision map for the Creekstone Phase 1 subdivision is in compliance with the Folsom Municipal Code and the State Subdivision Map Act.	Yes
5.		<p><b>Development Rights</b> The approval of this Small-Lot Vesting Tentative Subdivision Map conveys the right to develop. As noted in these conditions of approval for the Small-Lot Vesting Tentative Subdivision Map, the City has identified improvements necessary to develop the subject parcels. These improvements include on and off-site roadways, water, sewer, storm drainage, landscaping, sound-walls, and other improvements.</p>	OG	CD (P)(E)(B) PW, PR, FD, PD	The Community Development Department has reviewed and approved the improvement plans for the both the required on-site and off-site improvement and landscape plans.	Yes
6.		<p><b>Public Right of Way Dedication</b> As provided for in the First Amended and Restated Development Agreement (ARDA) and the Amendments No. 1 and 2 thereto, and any approved amendments thereafter, the owner/applicant shall dedicate all public rights-of-way and corresponding public utility easements such that public access is provided to each and every lot within the Creekstone Phase 1 Subdivision project as shown on the Small-Lot Vesting Tentative Subdivision Map (Lots 1-71).</p>	M	CD (E)(P)	The final map for the Creekstone Phase 1 subdivision includes all required public right-of-way and public utility easements necessary to serve all 71 lots in the subdivision. The public right-of-way and public utility easements are shown on the final map.	Yes
7.		<p><b>Street Names</b> The street names identified below shall be used for the Final Small-Lot Map(s): Cash Drive Cantor Drive</p>	M	CD (E)(P)	The required street names are shown on the final map for the subdivision.	Yes

**CONDITIONS OF APPROVAL FOR THE CREEKSTONE PHASE 1 SUBDIVISION (PN 19-059)  
SOUTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND MANGINI PARKWAY  
SLVTSM, PD PERMIT, AND MINOR ADMINISTRATIVE MODIFICATION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
8.		<p><b><i>Indemnity for City</i></b>                      The owner/applicant shall protect, defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other applicable statutes of limitation. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. If the City should fail to cooperate fully in the defense, the owner owner/applicant shall not thereafter be responsible to defend, indemnify and hold harmless the City or its agents, officers, and employees, pursuant to this condition. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:</p> <ul style="list-style-type: none"> <li>• The City bears its own attorney’s fees and costs; and</li> <li>• The City defends the claim, action or proceeding in good faith</li> </ul> <p>The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant. The owner/applicant’s obligations under this condition shall apply regardless of whether a Final Map is ultimately recorded with respect to this project.</p>	OG	CD (P)(E)(B) PW, PR, FD, PD	The City standard subdivision improvement agreement includes language that satisfies this condition. The subdivision improvement agreement will be executed by the City Manager upon approval by the City Council.	Yes
9.		<p><b><i>Small-Lot Vesting Tentative Subdivision Map</i></b>                      The Small-Lot Vesting Tentative Subdivision map is expressly conditioned upon compliance with all environmental mitigation measures identified in the Folsom Plan Area Specific Plan EIR/EIS as amended by the Revised Proposed Water Supply Facility Alternative (November 2012), the Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration (December 2014), and the Westland Eagle Specific Plan Amendment (September 2015).</p>	OG	CD	The owner/applicant has complied with all applicable mitigation measures from the FPASP FEIR/EIS and other noted approved environmental documents prior to the issuance of a grading permit. Additionally, construction inspection and monitoring was conducted throughout construction by the City and/or its Consultants.	Yes

**CONDITIONS OF APPROVAL FOR THE CREEKSTONE PHASE 1 SUBDIVISION (PN 19-059)  
SOUTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND MANGINI PARKWAY  
SLVTSM, PD PERMIT, AND MINOR ADMINISTRATIVE MODIFICATION**

	Mitigation Measure	Condition of Approval	When Required	Responsible Department	Comments	Condition Satisfied?
10.		<p><b>ARDA and Amendments</b> The owner/applicant shall comply with all provisions of Amendments No. 1 and 2 to the First Amended and Restated Tier 1 Development Agreement and any approved amendments thereafter by and between the City and the owner/applicant of the project.</p>	M	CD (E)	The Community Development Department has reviewed the subdivision and verified that it is in compliance with Amendment No. 1 and No. 2 to the First Amended and Restated Tier 1 development Agreement.	Yes
11.	✓	<p><b>Mitigation Monitoring</b> The owner/applicant shall participate in a mitigation monitoring and reporting program pursuant to City Council Resolution No. 2634 and Public Resources Code 21081.6. The mitigation monitoring and reporting measures identified in the Folsom Plan Area Specific Plan FEIR/EIS have been incorporated into these conditions of approval in order to mitigate or avoid significant effects on the environment. These mitigation monitoring and reporting measures are identified in the mitigation measure column. Applicant shall fund on a Time and Materials basis all mitigation monitoring (e.g., staff and consultant time).</p>	OG	CD (P)	The owner/applicant has funded and participated in a MMRP reporting program performed by the City's consultant (Hclix) and/or City staff.	Yes
<b>POLICE/SECURITY REQUIREMENT</b>						
12.		<p>The owner/applicant shall consult with the Police Department in order to incorporate all reasonable crime prevention measures. The following security/safety measures shall be considered:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Security measures for the safety of all construction equipment and unit appliances.</li> <li>• Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting.</li> </ul>	G, I, B	PD	The owner/applicant provided onsite security during construction and has incorporated line of sight guidelines into landscaping plans at intersections which have been reviewed and approved by the City.	Yes

**DEVELOPMENT COSTS AND FEE REQUIREMENTS**

13.		<p><b>Taxes and Fees</b> The owner/applicant shall pay all applicable taxes, fees and charges for the project at the rate and amount required by the Public Facilities Financing Plan and Amendments No. 1 and No. 2 to the Amended and Restated Tier 1 Development Agreement.</p>	M	CD (P)(E)	The owner/applicant has paid all current taxes and fees associated with this subdivision.	Yes
14.		<p><b>Assessments</b> If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.</p>	M	CD (E)	The owner/applicant has paid all taxes and fees associated with this subdivision and filed a tax segregation request for applicable taxes.	Yes
15.		<p><b>FPASP Development Impact Fees</b> The owner/applicant shall be subject to all Folsom Plan Area Specific Plan Area development impact fees in place at the time of approval or subsequently adopted consistent with the Public Facilities Financing Plan (PFFP), Development Agreement and amendments thereto, unless exempt by previous agreement. The owner/applicant shall be subject to all applicable Folsom Plan Area plan-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, the Folsom Plan Area Specific Plan Fee, Specific Plan Infrastructure Fee (SPIF), Solid Waste Fee, Corporation Yard Fee, Transportation Management Fee, Transit Fee, Highway 50 Interchange Fee, General Park Equipment Fee, Housing Trust Fee, etc.</p> <p>Any protest to such for all fees, dedications, reservations or other exactions imposed on this project will begin on the date of final approval (May 26, 2020), or otherwise shall be governed by the terms of Amendments No. 1 and 2 to ARDA. The fees shall be calculated at the fee rate set forth in the PFFP and the ARDA.</p>	B	CD (P), PW, PK	The Owner/Applicant shall pay all required City fees and Plan Area wide fees prior to issuance of building permits.	Condition will be satisfied prior to issuance of a building permit.

16.		<p><b>Legal Counsel</b>  The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the City shall provide notice to the owner/applicant of the outside counsel selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for all outside legal fees and costs incurred and documented by the City for such services. The owner/applicant may be required, at the sole discretion of the City Attorney, to submit a deposit to the City for these services prior to initiation of the services. The owner/applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.</p>	OG	CD (P)(E)	The City has not yet utilized any outside services for any type of legal issues for this subdivision. If at any time during the development of this subdivision, any outside legal services were necessary, the owner/applicant would be required to comply with this condition.	Yes
17.		<p><b>Consultant Services</b>  If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the City shall provide notice to the owner/applicant of the outside consultant selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for actual costs incurred and documented in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the Grading Plan, Final Map, improvement plans, or beginning inspection, whichever is applicable.</p>	G, I, M, B	CD (P)(E)	The City has provided notice to the owner/applicant for various Consultants performing services for the development of this subdivision. The City has collected deposits in advance of such work for these services.	Yes

**GRADING PERMIT REQUIREMENTS**

18.		<p><b><i>Walls/Fences</i></b>                  The final location, design, height, materials, and colors of the walls and fences shall consistent with the submitted Wall and Fence Exhibit and Details, dated January 31, 2020 subject to review and approval by the Community Development Department to ensure consistency with the Folsom Ranch Central District Design Guidelines. In addition, side yard shall fencing shall be located behind second-story bedroom "rescue windows" as required by the Folsom Fire Code subject to review and approval by the Community Development Department.</p>	G, I, B	CD (P)(E), FD	The Community Development Department has verified that the proposed walls and fences for the subdivision are in compliance with the Folsom Ranch Central Design Guidelines. The Community Development Department will review all proposed site plans to verify compliance with the Folsom Fire Code.	Yes  Condition will be satisfied prior to issuance of a building permit.
19.		<p><b><i>Mine Shaft Remediation</i></b>                  The owner/applicant shall locate and remediate all antiquated mine shafts, drifts, open cuts, tunnels, and water conveyance or impoundment structures existing on the project site, with specific recommendations for the sealing, filling, or removal of each that meet all applicable health, safety and engineering standards. Recommendations shall be prepared by an appropriately licensed engineer or geologist. All remedial plans shall be reviewed and approved by the City prior to approval of grading plans.</p>	G	CD (E)	During the course of grading and construction for this subdivision no mine shafts or tunnels were located or discovered.	Yes

20.		<p><b>Prepare Traffic Control Plan.</b> Prior to construction, a Traffic Control Plan for roadways and intersections affected by construction shall be prepared by the owner/applicant. The Traffic Control Plan prepared by the owner/applicant shall, at minimum, include the following measures:</p> <ul style="list-style-type: none"> <li>• Maintaining the maximum amount of travel lane capacity during non-construction periods, possible, and advanced notice to drivers through the provision of construction signage.</li> <li>• Maintaining alternate one-way traffic flow past the lay down area and site access when feasible.</li> <li>• 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).</li> <li>• 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.</li> <li>• A phone number and City contact for inquiries about the schedule of the construction throughout the construction period. This information will be posted in a local newspaper, via the City's web site, or at City Hall and will be updated on a monthly basis.</li> </ul>	G	CD (E)	The required Traffic Control Plans in this condition are no longer applicable. This condition was added to the project since the original concept for water supply contemplated extending a large diameter water main from the Sacramento River to the FPA. In lieu of the water supply being extended through the various jurisdictions noted in this condition, the water supply provided to the FPA comes from conservation efforts by the City to provide the needed water supply for the FPA. The new water supply proposal was validated in 2014.	Yes
21.		<p><b>State and Federal Permits</b> The owner/applicant shall obtain all required State and Federal permits and provide evidence that said permits have been obtained, or that the permit is not required, subject to staff review prior to approval of any grading or improvement plan.</p>	G, I	CD (P)(E)	The owner/applicant has obtained all required State and Federal permits and copies are available from the Community Development Department.	Yes
22.		<p><b>Landslide /Slope Failure</b> The owner/applicant shall retain an appropriately licensed engineer during grading activities to identify existing landslides and potential slope failure hazards. The said engineer shall be notified a minimum of two days prior to any site clearing or grading to facilitate meetings with the grading contractor in the field.</p>	G	CD (E) PW	The owner/applicant retained a geotechnical engineer and implemented recommendations for this mitigation measure. A geotechnical report outlining these recommendations is available from Community Development Department.	Yes



**IMPROVEMENT PLAN REQUIREMENTS**

23.		<p><b>Improvement Plans</b> The improvement plans for the required public and private subdivision improvements necessary to serve any and all phases of development shall be reviewed and approved by the Community Development Department prior to approval of a Final Map.</p>	M	CD (E)	The owner/applicant submitted improvement plans for all infrastructure improvements required to serve this subdivision. The City Engineer has reviewed and approved all required improvement plans to serve this subdivision. Copies of the improvement plans are available from the Community Development Department.	Yes
24.		<p><b>Standard Construction Specifications and Details</b> Public and private improvements, including roadways, curbs, gutters, sidewalks, bicycle lanes and trails, streetlights, underground infrastructure and all other improvements shall be provided in accordance with the latest edition of the City of Folsom <u>Standard Construction Specifications and Details</u> and the <u>Design and Procedures Manual and Improvement Standards</u>.</p>	I	CD (P)(E)	The owner/applicant submitted improvement plans in accordance with the City's Standard Specifications.	Yes
25.		<p><b>Water and Sewer Infrastructure</b> All City-owned water and sewer infrastructure shall be placed within the street right of way. In the event that a City-maintained public water or sewer main needs to be placed in an area other than the public right of way, such as through an open space corridor, landscaped area, etc., the following criteria shall be met;</p> <ul style="list-style-type: none"> <li>• The owner/applicant shall provide public sewer and water main easements</li> <li>• An access road shall be designed and constructed to allow for the operations, maintenance and replacement of the public water or sewer line by the City along the entire water and/or sewer line alignment.</li> <li>• In no case shall a City-maintained public water or public sewer line be placed on private residential property.</li> </ul>	I	CD (E)	The owner/applicant has installed all sewer and water infrastructure within the street right of way. The outfall sewer line has been installed within easements or planned right of way within future streets.	Yes

26.		<p><b>Lighting Plan</b> The owner/applicant of all project phases shall submit a lighting plan for the project to the Community Development Department. The lighting plan shall be consistent with the Folsom Ranch Central District Design Guidelines:</p> <ul style="list-style-type: none"> <li>• Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties;</li> <li>• Place and shield or screen flood and area lighting needed for construction activities, nighttime sporting activities, and/or security so as not to disturb adjacent residential areas and passing motorists;</li> <li>• For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or that blink or flash;</li> <li>• Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earth toned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways; and</li> <li>• Design exterior on-site lighting as an integral part of the building and landscaping design in the Specific Plan Area. Lighting fixtures shall be architecturally consistent with the overall site design. Lights used on signage should be directed to light only the sign face with no off-site glare.</li> </ul>	I	CD (P)	The owner/applicant submitted a Lighting Plan for all backbone roadways and subdivisions in accordance with the Design Guidelines and City Standards for Street Lighting. A copy of the lighting plans are available from the Community Development Department.	Yes
27.		<p><b>Utility Coordination</b> The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&amp;E, etc.). The owner/applicant shall provide the City with written confirmation of public utility service prior to approval of the final map.</p>	M	CD (P)(E)	The owner/applicant has coordinated with the various utility agencies.	Yes
28.		<p><b>Replacing Hazardous Facilities</b> 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.</p>	I, OG	CD (E)	The owner/applicant has reconstructed a portion of East Bidwell Street to the satisfaction of the Community Development Department. There is a general note on the approved improvements plans requiring compliance with this condition.	Yes

29.		<b><i>Future Utility Lines</i></b> All future utility lines lower than 69 KV that are to be built within the project shall be placed underground within and along the perimeter of the project at the developer's cost. The owner/applicant shall dedicate to SMUD all necessary underground easements for the electrical facilities that will be necessary to service development of the project.	M	CD (E)	All proposed utility service to the lots in this subdivision have been placed underground.	Yes
30.		<b><i>Water Meter Fixed Network System</i></b> The owner owner/applicant shall pay for, furnish and install all infrastructure associated with the water meter fixed network system for any City-owned and maintained water meter within the project.	I	CD (E), EWR	The Owner/applicant has completed the infrastructure allowing for the water meter fixed network system. Meters will be furnished and installed during home construction for each individual metered connection.	Yes
31.		<b><i>Class II Bike Lanes</i></b> All Class II bike lanes shall be striped, and the legends painted to the satisfaction of the Community Development Department. No parking shall be permitted within the Class II bike lanes.	I	CD (E)(P)	All Class II bike lanes have been constructed in accordance with the Specific Plan, Design Guidelines and City standards.	Yes

32.		<p><b>Noise Barriers</b> Based on the Environmental Noise Assessment (the "2020 Noise Assessment") prepared by Bollard Acoustical Consultants on August 15, 2019, the following measures shall be implemented to the satisfaction of the Community Development Department:</p> <ul style="list-style-type: none"> <li>• 6-foot-tall solid noise barriers shall be constructed along all residential property boundaries adjacent to East Bidwell Street and Mangini Parkway prior to occupancy of any residences adjacent to these streets. The 6-foot-tall solid noise barrier adjacent to East Bidwell Street shall be located on top of a 4-foot-tall berm, effectively creating a 10-foot-tall combination barrier as measured from the pad grade the homes adjacent to East Bidwell Street. The 6-foot-tall solid noise barrier adjacent to Mangini Parkway shall be measured relative to the pad grade of the adjacent homes.</li> <li>• Suitable materials for the traffic noise barriers include masonry and precast concrete panels. The overall barrier height may be achieved by utilizing a barrier and earthen berm combination. Other materials may be acceptable but shall be reviewed by an acoustical consultant and approved by the Community Development Department prior to use.</li> <li>• Mechanical ventilation (air conditioning) shall be provided for all residences in this development to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria.</li> <li>• Second-floor building facades shall maintain minimum window assembly STC ratings of 32 for all homes with rear yards adjacent to East Bidwell Street.</li> </ul>	I, O	CD (E)(P)	The approved landscape plans for East Bidwell Street and Mangini Parkway include the required sound walls along both East Bidwell Street Mangini Parkway in accordance with the recommendations of the acoustical study.	Yes
33.		<p><b>Master Plan Updates</b></p> <p>The owner/applicant shall provide sanitary sewer, water and storm drainage improvements with corresponding easements, as necessary, in accordance with these studies and the latest edition of the City of Folsom <u>Standard Construction Specifications and Details, and the Design and Procedures Manual and Improvement Standards.</u></p> <p>The storm drainage design shall provide for no net increase in run-off under post-development conditions.</p>	G, I	CD(E), EWR, PW	The Owner/applicant has provided updated Master Plans for approval prior to the issuance of a grading permit. Copies of the Master Plans are available from the Community Development Department. The storm drainage system for the subdivision provides for no net increase in run-off under post development conditions,	Yes

34.		<p><b>Best Management Practices</b> The storm drain improvement plans shall provide for “Best Management Practices” that meet the requirements of the water quality standards of the City’s National Pollutant Discharge Elimination System Permit issued by the State Regional Water Quality Control Board.</p> <p>In addition to compliance with City ordinances, the owner/applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and implement Best Management Practices (BMPs) that comply with the General Construction Stormwater Permit from the Central Valley RWQCB, to reduce water quality effects during construction. Detailed information about the SWPPP and BMPs are provided in Chapter 3A.9, “Hydrology and Water Quality.”</p>	G. I	CD (E)	<p>The Owner/applicant has received a NPDES permit from the State Regional Water Quality Control Board (SRWQCB). The NPDES Permit requires the implementation of BMP’s, monitoring and reporting for stormwater runoff. The NPDES Permit includes a Storm Water Pollution Prevention Plan (SWPPP), which outlines monitoring standards, frequency and baseline modeling. The Owner/applicant has submitted monthly reports to the City and SRWQCB.</p>	Yes
35.		<p><b>Litter Control</b> 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 official start of the rainy season (October 15).</p>	OG	CD (E)	<p>The owner/applicant has complied with this provision and completed periodic on-site cleaning and sweeping of the project site.</p>	Yes

FIRE DEPT REQUIREMENTS

36.		<p><b>All-Weather Access and Fire Hydrants</b>                  The owner/applicant shall provide all-weather access and fire hydrants before combustible materials are allowed on any project site or other approved alternative method as approved by the Fire Department. All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material or vertical construction is allowed on any project site or other approved alternative method as approved by the Fire Department. (All-weather access is defined as six inches of compacted aggregate base from May 1 to September 30 and two inches asphalt concrete over six inches aggregate base from October 1 to April 30). The 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 Department.</p> <ul style="list-style-type: none"> <li>• Residential Fire-Flow with Automatic Fire Sprinkler System: The required fire-flow for the proposed subdivision is determined to be 500 gpm per minute for 30 minutes.</li> <li>• All public streets shall meet City of Folsom Street Standards.</li> <li>• The maximum length of any dead-end street shall not exceed 500 feet in accordance with the Folsom Fire Code (unless approved by the Fire Department).</li> <li>• 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</li> <li>• The first Fire Station planned for the Folsom Plan Area may be required to be completed and operational at the time that the threshold of 1,500 occupied homes within the Folsom Plan Area is met.</li> </ul>	G, I, M, B	CD (P), FD	The owner/applicant has designed and received approval for all weather access improvements and fire hydrants for this subdivision. Permits for vertical construction will not be issued prior to these improvements being completed.	Yes
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**LANDSCAPE/TREE PRESERVATION REQUIREMENTS**

37.	<p><b>Landscaping Plans</b>                  Final landscape plans and specifications shall be prepared by a registered landscape architect and approved by the City prior to the approval of the first building permit. Said plans shall include all on-site landscape specifications and details including a tree planting exhibit demonstrating sufficient diversity and appropriate species selection to the satisfaction of the Community Development Department. The tree exhibit shall include all street trees, accent trees, parking lot shading trees, and mitigation trees proposed within the development. Said plans shall comply with all State and local rules, regulations, Governor's declarations and restrictions pertaining to water conservation and outdoor landscaping.</p> <p>Landscaping shall meet shade requirements as outlined in the Folsom Plan Area Specific Plan where applicable. The landscape plans shall comply and implement water efficient requirements as adopted by the State of California (Assembly Bill 1881) (State Model Water Efficient Landscape Ordinance) until such time the City of Folsom adopts its own Water Efficient Landscape Ordinance at which time the owner/applicant shall comply with any new ordinance. Shade and ornamental trees shall be maintained according to the most current American National Standards for Tree Care Operations (ANSI A-300) by qualified tree care professionals. Tree topping for height reduction, view protection, light clearance or any other purpose shall not be allowed. Specialty-style pruning, such as pollarding, shall be specified within the approved landscape plans and shall be implemented during a 5-year establishment and training period. The owner/applicant shall comply with city-wide landscape rules or regulations on water usage. 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 Creekstone Phase I Subdivision project.</p>	B	CD (P)(E)	The Community Development Department has reviewed and approved the landscape plans for subdivision. The approved plans are in accordance with all City requirements and Design Guidelines for the Folsom Ranch Central Design Area.	Yes
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**MAP REQUIREMENTS**

38.		<p><b><i>Subdivision Improvement Agreement</i></b>                  Prior to the approval of any Final Map, the owner/applicant shall enter into a subdivision improvement agreement with the City, identifying all required improvements, if any, to be constructed with each proposed phase of development. The owner/applicant shall provide security acceptable to the City, guaranteeing construction of the improvements.</p>	M	CD (E)	The required subdivision improvement agreement is included as part of the City staff report accompanying the final map for City Council approval. The resolution approving the final map for this subdivision includes a statement authorizing the City Manager to execute the subdivision improvement agreement for the subdivision along with approval of the final map.	Yes
39.		<p><b><i>The Final Inclusionary Housing Plan</i></b>                  The Final Inclusionary Housing Plan shall be approved by the City Council. The Inclusionary Housing Agreement, which will be approved by the City Attorney, shall be executed prior to recordation of the Final Map for the Creekstone Phase 1 Subdivision project.</p>	M	CD (P)(E)	The owner/applicant has executed an Inclusionary Housing Agreement with the City. The agreement allows the owner/applicant to provide an in-lieu fee assigned to each building permit in the subdivision. The in-lieu housing fee will be paid at the time of building permit issuance.	Yes



40.	<p><b>Department of Real Estate Public Report</b>  The owner/applicant shall disclose to the homebuyers in the Department of Real Estate Public Report and/or the CC&amp;R's the following items:</p> <ol style="list-style-type: none"> <li>1) Future public parks and public schools are located in relatively close proximity to the proposed subdivision, and that the public parks may include facilities (basketball courts, a baseball field, softball fields, soccer fields, and playground equipment) that may generate noise impacts during various times, including but not limited to evening and nighttime hours. The owner/applicant shall also disclose that the existing public parks include nighttime sports lighting that may generate lighting impacts during evening and nighttime hours.</li> <li>2) The soil in the subdivision may contain naturally occurring asbestos and naturally occurring arsenic.</li> <li>3) The collecting, digging, or removal of any stone, artifact, or other prehistoric or historic object located in public or open space areas, and the disturbance of any archaeological site or historic property, is prohibited.</li> <li>4) The project site is located close to the Mather Airport flight path and overflight noise may be present at various times.</li> <li>5) That all properties located within one mile of an on- or off-site area zoned or used for agricultural use (including livestock grazing) shall be accompanied by written disclosure from the transferor, in a form approved by the City of Folsom, advising any transferee of the potential adverse odor impacts from surrounding agricultural operations. which disclosure shall direct the transferee to contact the County of Sacramento concerning any such property within the County zoned for agricultural uses within one mile of the subject property being transferred.</li> </ol>	M	CD (P, PK)	The Community Development Department has reviewed the subdivisions CC & R's and verified that all required disclosures in this condition of approval are included.	Yes
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41.		<p><b>Public Utility Easements</b></p> <p>The owner/applicant shall dedicate public utility easements for underground facilities on properties adjacent to the public and private streets. A minimum of twelve and one-half-foot (12.5') wide Public Utility Easements for underground facilities (i.e., SMUD, Pacific Gas and Electric, cable television, telephone) shall be dedicated adjacent to all public and private street rights-of-way. The owner/applicant shall dedicate additional width to accommodate extraordinary facilities as determined by the City. The width of the public utility easements adjacent to public and private right of way may be reduced with prior approval from public utility companies.</p>	M	CD (E)	The owner/applicant has dedicated a 12.5' PUE along all roadway utility corridors as well as internal streets within the subdivision. The public utility easements are shown on the final map.	Yes
42.		<p><b>Backbone Infrastructure</b></p> <p>As provided for in the ARDA and the Amendment No. 1 thereto, the owner/applicant shall provide fully executed grant deeds, legal descriptions, and plats for all necessary Infrastructure to serve the project, including but not limited to lands, public rights of way, public utility easements, public water main easements, public sewer easements, irrevocable offers of dedication and temporary construction easements. All required easements as listed necessary for the Infrastructure shall be reviewed and approved by the City and recorded with the Sacramento County Recorder pursuant to the timing requirements set forth in Section 3.8 of the ARDA, and any amendments thereto.</p>	M	CD (E)	The owner/applicant provided all necessary public utility easements, grant deeds, offers of dedication or temporary construction easements required to build all of the required Backbone Infrastructure needed to serve the subdivision. These were recorded with Sacramento County Recorder within the Large Lot Final Map or by separate instrument.	Yes
43.		<p><b>New Permanent Benchmarks</b></p> <p>The owner/applicant shall provide and establish new permanent benchmarks on the (NAVD 88) datum in various locations within the subdivision or at any other locations in the vicinity of the project/subdivision as directed by the City Engineer. The type and specifications for the permanent benchmarks shall be provided by the City. The new benchmarks shall be placed by the owner/applicant within 6 months from the date of approval of the vesting tentative subdivision map.</p>	M	CD (E)	The owner/applicant has installed new benchmarks per the direction of the City Engineer and the new benchmarks have been placed in compliance with this condition of approval.	Yes
44.		<p><b>Centralized Mail Delivery Units</b></p> <p>All Final Maps shall show easements or other mapped provisions for the placement of centralized mail delivery units. The owner/applicant shall provide a concrete base for the placement of any centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the U. S. Postal Service and the City of Folsom Community Development Department, with due consideration for street light location, traffic safety, security, and consumer convenience.</p>	M	CD (E)	The final map this subdivision includes the required easement for the placement of centralized mail delivery units. The USPS will provide the owner/applicant with the location of the mail delivery unit and will provide a concrete pad for the placement is the specified location in the subdivision.	Yes

45.		<p><b>Recorded Final Map</b>  Prior to the issuance of building permits, the owner/applicant shall provide a digital copy of the recorded Final Map (in AutoCAD format) to the Community Development Department. The exception to this requirement is model homes. Building permits for model homes only may be issued prior to recording of the Final Map, subject to approval by the Community Development Department.</p>	B	CD (E)	The Community Development Department shall verify that the owner/applicant has provided the required recorded copy of the final map to the CDD prior to building permit issuance in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
46.		<p><b>Recorded Final Map</b>  Prior to issuance of building permits, the owner/applicant shall provide the Folsom-Cordova Unified School District with a copy of the recorded Final Map.</p>	B	CD (P), FCUSD	The Community Development Department shall verify that the owner/applicant has provided the required recorded copy of the final map to the FCUSD prior to building permit issuance in the subdivision.	Condition will be satisfied prior to issuance of a building permit.

47.		<p><b><i>Credit Reimbursement Agreement</i></b>  Prior to the recordation of the first Small-Lot Final Map, the owner/applicant and City shall enter into a credit and reimbursement agreement for constructed improvements that are included in the Folsom Plan Area's Public Facilities Financing Plan.</p>	M	CD (E)	The owner/applicant has executed all of the required Specific Plan Infrastructure Fee Credit/Reimbursement Agreements for the Creekstone Phase 1 subdivision. The executed agreements are on file with the Community Development Department.	Yes
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**TRAFFIC/ACCESS/CIRCULATION/PARKING REQUIREMENTS**

48.		<p>1) The following conditions of approval are related to roadway and traffic related improvements for the Creekstone Phase 1 Subdivision project (PN19-059) under two (2) separate scenarios:</p> <p>A. The Toll Brothers at Folsom Ranch Subdivision project (PN 19-091) <u>has</u> constructed improvements required for East Bidwell Street and the intersection of Mangini Parkway.</p> <p>B. The Toll Brothers at Folsom Ranch Subdivision project (Toll Brothers) <u>has not</u> constructed required improvements to East Bidwell Street and the intersection of Mangini Parkway.</p> <p>See Attachment 12 (KH Memo and M&amp;S Exhibit) to this staff report for reference for the following improvements under each scenario:</p>	B	CD (E), PW, FD	<p>The Community Development Department has reviewed and approved the improvement plans for the construction of the Creekstone Phase 1 subdivision required off-site improvements. The owner/applicant has worked directly with the owner/applicant of the Toll Brothers at Folsom Ranch subdivision project (PN19-091) to share with the responsibility for the costs of the improvements since both projects are under construction at the same time. Upon completion of the improvements by both owner/applicants, the improvements for both projects will be complete.</p>	Yes
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48.  
Cont.

**Scenario 1 (Toll Brothers Required Improvements Completed)**

- A. The owner/applicant shall construct a southbound left turn lane with a minimum storage length of 255 feet and a 60-foot taper to provide left turn access to Cantor Drive. The owner/applicant shall install median improvements and required signage and striping in East Bidwell Street to prohibit left turns out of Cantor Drive to southbound East Bidwell Street.
  
- B. The owner/applicant shall modify the existing traffic signal, signing and striping at the intersection of East Bidwell Street and Mangini Parkway to the satisfaction of the City Engineer.

**Scenario 2 (Toll Brothers Required Improvements Not Completed)**

- A. The owner/applicant shall;
  - 1) Widen East Bidwell Street to include an additional southbound through lane which extends from approximately 640 feet north of the intersection of Mangini Parkway to the left turn lane into Cantor Drive.
  - 2) Widen East Bidwell Street to provide a left turn lane with a minimum storage length of 255 feet and a 60-foot taper into Cantor Drive. Construct median island improvements together with signage and striping to the satisfaction of the City Engineer to prohibit left turns out of Cantor Drive to southbound East Bidwell Street.
  - 3) Modify the existing traffic signal, signing and striping at the intersection of Mangini Parkway and East Bidwell Street to accommodate revised lane configurations and revised turning movements including a northbound East Bidwell Street U-turn and a westbound left turn from Mangini Parkway to southbound East Bidwell Street.

B

CD (E), PW, FD

49.		<p>2) The owner/applicant shall construct interim improvements to the satisfaction of the City Engineer at Cantor Drive on Mangini Parkway to prohibit right turns out of the driveway until such time that Westwood Drive is constructed and ready for traffic between Mangini Parkway and Alder Creek Parkway. The interim improvements prohibiting right turns out of this driveway will be required to be complete and operational prior to issuance of the first Certificate of Occupancy in the Creekstone Phase 1 Subdivision. If Westwood Drive is complete and open for traffic prior to issuance of the first Certificate of Occupancy in the subdivision, the interim improvements prohibiting right turns out of the driveway will not be required.</p>	O	CD (E), PW, FD	<p>The interim improvements required to prohibit right turns out of the subdivision are included on the Creekstone Phase 1 subdivision improvement plans approved by the Community Development Department. As required in this condition of approval, the interim improvements will not be constructed if Westwood Drive is completed prior to the first Certificate of Occupancy in the subdivision.</p>	<p>Condition will be satisfied prior to issuance of the first Certificate of Occupancy in the subdivision.</p>
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**ARCHITECTURE/SITE DESIGN REQUIREMENTS**

50.	<p>The Creekstone Phase 1 Subdivision project shall comply with the following architecture and design requirements:</p>	B	CD (P) (B)	<p>The Community Development Department will review and approve all site and building plans in the subdivision to verify compliance with this condition prior to building permit issuance on all lots in the subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
	<ol style="list-style-type: none"> <li>1. This approval is for one product line with three two-story master plans in three architectural styles with 12 color and material options. The applicant shall submit building plans that comply with this approval and the attached building elevations dated February 24, 2020.</li> <li>2. The design, materials, and colors of the single-family residential units shall be consistent with the approved building elevations, materials samples, and color scheme to the satisfaction of the Community Development Department.</li> <li>3. The Community Development Department shall approve the individual lot permits to assure no duplication or repetition of the same house, same roof-line, same elevation style, side-by-side, or across the street from each other.</li> <li>4. All mechanical equipment shall be ground-mounted and concealed from view of public streets, neighboring properties and nearby higher buildings. For lots abutting the open space areas (southern project boundary), mechanical equipment shall be screened or located out of view from open space areas.</li> <li>5. Decorative light fixtures, consistent with the Folsom Ranch Central District Design Guidelines and unique to each architectural design theme, shall be added to the front elevation of each Master Plan to the satisfaction of the Community Development Department.</li> <li>6. A minimum of one street tree shall be planted in the front yard of each residential lot within the subdivision. A minimum of two trees are required along the street-side of all corner lots. All front yard irrigation and landscaping shall be installed prior to a Building Permit Final.</li> </ol>				



51.		<p><b><i>Trash/Recycling Containers and Air Conditioner Screening</i></b>  Trash, recycling, and yard waste containers shall be placed behind the side yard fence so that they are not visible from the public right-of-way to the satisfaction of the Community Development Department. In addition, air conditioning units shall also be placed behind the side yard fence or located in the rear yard so that they are not visible from the public right-of-way to the satisfaction of the Community Development Department.</p>	OG	CD (P) (E)	The Community Development Department will review and approve all site and building plans in the subdivision to verify compliance with this condition prior to building permit issuance on all lots in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
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**MITIGATION MEASURES**

52.	✓	<p><b>Creekstone Phase 1 Subdivision Mitigation Monitoring Reporting Program (MMRP).</b>                      The conditions of approval below (numbered 52-1 to 52-89) implement the applicable mitigation measures from the FPASP (May 2011) MMRP, as amended by the Revised Proposed Water Supply Facility Alternative (November 2012), the Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration (December 2014), and the Westland Eagle Specific Plan Amendment (September 2015).</p>				
#	Mitigation Measure	Mitigation Measures	Timing	Responsible Agency	Comments	Condition Satisfied?
<b>AESTHETICS</b>						
52-1	3A.1-4 (FPASP EIR/EIS)	<p><b>Screen Construction Staging Areas.</b>                      The project applicant(s) for any particular discretionary development application shall locate staging and material storage areas as far away from sensitive biological resources and sensitive land uses (e.g., residential areas, schools, parks) as feasible. Staging and material storage areas shall be approved by the appropriate agency (identified below) before the approval of grading plans for all project phases and shall be screened from adjacent occupied land uses in earlier development phases to the maximum extent practicable. Screens may include, but are not limited to, the use of such visual barriers such as berms or fences. The screen design shall be approved by the appropriate agency to further reduce visual effects to the extent possible.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries shall be developed by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, and Caltrans) to reduce to the extent feasible the visual effects of construction activities on adjacent project land uses that have already been developed.</p>	Before approval of grading plans and during construction for all project phases.	City of Folsom Community Development Department	The construction staging area does not require screening due to distance from existing residences (>1000 feet).	Yes

52-2	3A.1-5 (FPASP EIR/EIS)	<p><b><i>Establish and Require Conformance to Lighting Standards and Prepare and Implement a Lighting Plan.</i></b></p> <p>To reduce impacts associated with light and glare, the City shall:</p> <ul style="list-style-type: none"> <li>▶ Establish standards for on-site outdoor lighting to reduce high-intensity nighttime lighting and glare as part of the Folsom Specific Plan design guidelines/standards. Consideration shall be given to design features, namely directional shielding for street lighting, parking lot lighting, and other substantial light sources, that would reduce effects of nighttime lighting. In addition, consideration shall be given to the use of automatic shutoffs or motion sensors for lighting features to further reduce excess nighttime light.</li>   <li>▶ Use shielded or screened public lighting fixtures to prevent the light from shining off of the surface intended to be illuminated.</li> </ul> <p>To reduce impacts associated with light and glare, the project applicant(s) of all project phases shall:</p> <ul style="list-style-type: none"> <li>▶ Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties.</li> <li>▶ Flood and area lighting needed for construction activities, nighttime sporting activities, and/or security shall be screened or aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side) when the source is visible from any off-site residential property or public roadway.</li> <li>▶ For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or brightness (e.g., harsh mercury vapor, low-pressure sodium, or fluorescent bulbs) or that blink or flash.</li> <li>▶ Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earth-toned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways.</li> <li>▶ Design exterior on-site lighting as an integral part of the building and landscape design in the Folsom Specific Plan area. Lighting fixtures shall be architecturally consistent with the overall site design.</li> <li>▶ Lighting of off-site facilities within the City of Folsom shall be consistent with the City's General Plan standards.</li> <li>▶ Lighting of the off-site detention basin shall be consistent with Sacramento County General Plan standards.</li> </ul>	Prior to issuance of building permits.	City of Folsom Community Development Department	The Community Development Department (CDD) has reviewed and approved lighting plan for subdivision.	Yes
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		<p>A lighting plan for all on- and off-site elements within each agency's jurisdictional boundaries (specified below) shall be submitted to the relevant jurisdictional agency for review and approval, which shall include the above elements. The lighting plan may be submitted concurrently with other improvement plans, and shall be submitted before the installation of any lighting or the approval of building permits for each phase. The project applicant(s) for any particular discretionary development application shall implement the approved lighting plan.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties).</p>				
<b>AIR QUALITY</b>						
52-3	3A.2-1a (FPASP EIR/EIS)	<p><b><i>Implement Measures to Control Air Pollutant Emissions Generated by Construction of On-Site Elements.</i></b></p> <p>To reduce short-term construction emissions, the project applicant(s) for any particular discretionary development application shall require their contractors to implement SMAQMD's list of Basic Construction Emission Control Practices, Enhanced Fugitive PM Dust Control Practices, and Enhanced Exhaust Control Practices (list below) in effect at the time individual portions of the site undergo construction. In addition to SMAQMD-recommended measures, construction operations shall comply with all applicable SMAQMD rules and regulations.</p> <p><b><i>Basic Construction Emission Control Practices</i></b></p> <ul style="list-style-type: none"> <li>▶ 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.</li> <li>▶ 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.</li> <li>▶ 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.</li> </ul>	Prior to the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes

	<ul style="list-style-type: none"> <li>▶ Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).</li> <li>▶ 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.</li> <li>▶ Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site.</li> <li>▶ 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.</li> </ul> <p><b><i>Enhanced Fugitive PM Dust Control Practices – Soil Disturbance Areas</i></b></p> <ul style="list-style-type: none"> <li>▶ Water exposed soil with adequate frequency for continued moist soil. However, do not overwater to the extent that sediment flows off the site.</li> <li>▶ Suspend excavation, grading, and/or demolition activity when wind speeds exceed 20 mph.</li> <li>▶ Plant vegetative ground cover (fast-germinating native grass seed) in disturbed areas as soon as possible. Water appropriately until vegetation is established.</li> </ul> <p><b><i>Enhanced Fugitive PM Dust Control Practices – Unpaved Roads</i></b></p> <ul style="list-style-type: none"> <li>▶ Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.</li> <li>▶ Treat site accesses to a distance of 100 feet from the paved road with a 6 to 12-inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads.</li> <li>▶ Post a publicly visible sign with the telephone number and person to contact at the construction site regarding dust complaints. This person shall respond and take corrective action within 48 hours. The phone number of SMAQMD and the City contact person shall also be posted to ensure compliance.</li> </ul>				
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	<p><b><i>Enhanced Exhaust Control Practices</i></b></p> <p>► The project shall provide a plan, for approval by the City of Folsom Community Development Department and SMAQMD, demonstrating that the heavy-duty (50 horsepower [hp] or more) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction and 45% particulate reduction compared to the most current California Air Resources Board (ARB) fleet average that exists at the time of construction. Acceptable options for reducing emissions may include use of late-model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The project applicant(s) of each project phase or its representative shall submit to the City of Folsom Community Development Department and SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 hp, that would be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. SMAQMD's Construction Mitigation Calculator can be used to identify an equipment fleet that achieves this reduction (SMAQMD 2007a). The project shall ensure that emissions from all off-road diesel powered equipment used on the SPA do not exceed 40% opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City and SMAQMD shall be notified within 48 hours of identification of noncompliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in</p>				
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		<p>which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. SMAQMD staff and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this mitigation measure shall supersede other SMAQMD or state rules or regulations.</p> <p>► If at the time of construction, SMAQMD has adopted a regulation or new guidance applicable to construction emissions, compliance with the regulation or new guidance may completely or partially replace this mitigation if it is equal to or more effective than the mitigation contained herein, and if SMAQMD so permits.</p>				
52-4	3A.2-1b (FPASP EIR/EIS)	<p><b><i>Pay Off-site Mitigation Fee to SMAQMD to Off-Set NOX Emissions Generated by Construction of On-Site Elements.</i></b></p> <p>Implementation of the project or the other four other action alternatives would result in construction-generated NOX emissions that exceed the SMAQMD threshold of significance, even after implementation of the SMAQMD Enhanced Exhaust Control Practices (listed in Mitigation Measure 3A.2-1a). Additionally, Mitigation Measure 3A.4-1 (Implement Additional Measures to Control Construction-Generated GHG Emissions, pages 3A.4-14 to 15) has the potential to both reduce and increase NOX emissions, depending on the types of alternative fuels and engine types employed. Therefore, the project applicant(s) shall pay SMAQMD an off-site mitigation fee for implementation of any of the five action alternatives for the purpose of reducing NOX emissions to a less-than-significant level (i.e., less than 85 lb/day). All NOX emission reductions and increases associated with GHG mitigation shall be added to or subtracted from the amount above the construction threshold to determine off-site mitigation fees, when possible. The specific fee amounts shall be calculated when the daily construction emissions can be more accurately determined: that is, if the City/USACE select and certify the EIR/EIS and approves the Proposed Project or one of the other four other action alternatives, the City and the applicants must establish the phasing by which development would occur, and the applicants must develop a detailed construction schedule. Calculation of fees associated with each project development phase shall be conducted by the project applicant(s) in consultation with SMAQMD staff before the approval of grading plans by the City. The project applicant(s) for any particular discretionary development application shall pay into SMAQMD's off-site construction mitigation fund to further mitigate construction generated emissions of NOX that exceed SMAQMD's daily emission threshold of 85 lb/day. The calculation of daily NOX emissions shall be based on the cost rate</p>	Before the approval of all grading plans by the City and throughout project construction for all project phases.	The City of Folsom Community Development Department shall not grant any grading permits to the respective project applicant(s) until the respective project applicant(s) have paid the appropriate off-site mitigation fee to SMAQMD.	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes

		established by SMAQMD at the time the calculation and payment are made. At the time of writing this EIR/EIS the cost rate is \$16,000 to reduce 1 ton of NOX plus a 5% administrative fee (SMAQMD 2008c). The determination of the final mitigation fee shall be conducted in coordination with SMAQMD before any ground disturbance occurs for any project phase.				
52-5	3A.2-1c (FPASP EIR/EIS)	Analyze and Disclose Projected PM10 Emission Concentrations at Nearby Sensitive Receptors Resulting from Construction of On-Site Elements. Prior to construction of each discretionary development entitlement of on-site land uses, the project applicant shall perform a project-level CEQA analysis (e.g., supporting documentation for an exemption, negative declaration, or project-specific EIR) that includes detailed dispersion modeling of construction-generated PM10 to disclose what PM10 concentrations would be at nearby sensitive receptors. The dispersion modeling shall be performed in accordance with applicable SMAQMD guidance that is in place at the time the analysis is performed. At the time of writing this EIR/EIS, SMAQMD's most current and most detailed guidance for addressing construction-generated PM10 emissions is found in its Guide to Air Quality Assessment in Sacramento County (SMAQMD 2009a). The project-level analysis shall incorporate detailed parameters of the construction equipment and activities, including the year during which construction would be performed, as well as the proximity of potentially affected receptors, including receptors proposed by the project that exist at the time the construction activity would occur.	Before the approval of all grading plans by the City	City of Folsom Community Development Department SMAQMD	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes
52-6	3A.2-2 (FPASP EIR/EIS)	<b>Implement All Measures Prescribed by the Air Quality Mitigation Plan to Reduce Operational Air Pollutant Emissions.</b> To reduce operational emissions, the project applicant(s) for any particular discretionary development application shall implement all measures prescribed in the SMAQMD-approved Folsom Plan Area Specific Plan Air Quality Mitigation Plan (AQMP) (Torrence Planning 2008), a copy of which is included in Appendix C2. The AQMP is intended to improve mobility, reduce vehicle miles traveled, and improve air quality as required by AB 32 and SB 375. The AQMP includes, among others, measures designed to provide bicycle parking at commercial land uses, an integrated pedestrian/bicycle path network, transit stops with shelters, a prohibition against the use the wood-burning fireplaces, energy star roofing materials, electric lawnmowers provided to homeowners at no charge, and on-site transportation alternatives to passenger vehicles (including light rail) that provide connectivity with other local and regional alternative transportation networks.	Before the approval of all grading plans by the City	City of Folsom Community Development Department SMAQMD	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes



52-7	3A.2-4a (FPASP EIR/EIS)	<p><b><i>Develop and Implement a Plan to Reduce Exposure of Sensitive Receptors to Construction-Generated Toxic Air Contaminant Emissions.</i></b></p> <p>The project applicant(s) for any particular discretionary development application shall develop a plan to reduce the exposure of sensitive receptors to TACs generated by project construction activity associated with buildout of the selected alternative. Each plan shall be developed by the project applicant(s) in consultation with SMAQMD. The plan shall be submitted to the City for review and approval before the approval of any grading plans.</p> <p>The plan may include such measures as scheduling activities when the residences are the least likely to be occupied, requiring equipment to be shut off when not in use, and prohibiting heavy trucks from idling. Applicable measures shall be included in all project plans and specifications for all project phases.</p> <p>The implementation and enforcement of all measures identified in each plan shall be funded by the project applicant(s) for the respective phase of development.</p>	Before the approval of all grading plans by the City and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department SMAQMD	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes
52-8	3A.2-6 (FPASP EIR/EIS)	<p><b><i>Implement Measures to Control Exposure of Sensitive Receptors to Operational Odorous Emissions.</i></b></p> <p>The project applicant(s) for any particular discretionary development application shall implement the following measure:</p> <p>The deeds to all properties located within the plan area that are within one mile of an on- or off-site area zoned or used for agricultural use (including livestock grazing) shall be accompanied by a written disclosure from the transferor, in a form approved by the City of Folsom, advising any transferee of the potential adverse odor impacts from surrounding agricultural operations, which disclosure shall direct the transferee to contact the County of Sacramento concerning any such property within the County zoned for agricultural uses within one mile of the subject property being transferred.</p>	Before the approval of building permits by the City and throughout project construction, where applicable, for all project phases.	City of Folsom Community Development Department	The Community Development Department will verify that the owner/applicant provided the required disclosure prior to issuance of a building permit.	Condition will be satisfied prior to issuance of a building permit.
<b>BIOLOGICAL RESOURCES</b>						
52-9	3A.3-1a (FPASP EIR/EIS)	<p><b><i>Design Stormwater Drainage Plans and Erosion and Sediment Control Plans to Avoid and Minimize Erosion and Runoff to All Wetlands and Other Waters That Are to Remain on the SPA and Use Low Impact Development Features.</i></b></p> <p>To minimize indirect effects on water quality and wetland hydrology, the project applicant(s) for any particular discretionary development application shall include stormwater drainage plans and erosion and sediment control plans in their</p>	Before the approval of all grading plans by the City	City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and	Yes

	<p>improvement plans and shall submit these plans to the City Public Works Department for review and approval. For off-site elements within Sacramento County or El Dorado County jurisdiction (e.g., off-site detention basin and off-site roadway connections to El Dorado Hills), plans shall be submitted to the appropriate county planning department. Before approval of these improvement plans, the project applicant(s) for any particular discretionary development application shall obtain a NPDES MS4 Municipal Stormwater Permit and Grading Permit, comply with the City's Grading Ordinance and County drainage and stormwater quality standards, and commit to implementing all measures in their drainage plans and erosion and sediment control plans to avoid and minimize erosion and runoff into Alder Creek and all wetlands and other waters that would remain on-site. Detailed information about stormwater runoff standards and relevant City and County regulation is provided in Chapter 3A.9, "Hydrology and Water Quality."</p> <p>The project applicant(s) for any particular discretionary development entitlement shall implement stormwater quality treatment controls consistent with the Stormwater Quality Design Manual for Sacramento and South Placer Regions in effect at the time the application is submitted. Appropriate runoff controls such as berms, storm gates, off-stream detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation and the potential discharge of pollutants. Development plans shall incorporate Low Impact Development (LID) features, such as pervious strips, permeable pavements, bioretention ponds, vegetated swales, disconnected rain gutter downspouts, and rain gardens, where appropriate. Use of LID features is recommended by the EPA to minimize impacts on water quality, hydrology, and stream geomorphology and is specified as a method for protecting water quality in the proposed specific plan. In addition, free spanning bridge systems shall be used for all roadway crossings over wetlands and other waters that are retained in the on-site open space. These bridge systems would maintain the natural and restored channels of creeks, including the associated wetlands, and would be designed with sufficient span width and depth to provide for wildlife movement along the creek corridors even during high-flow or flood events, as specified in the 404 permit.</p> <p>In addition to compliance with City ordinances, the project applicant(s) for any particular discretionary development application shall prepare a Stormwater Pollution Prevention Plan (SWPPP), and implement Best Management Practices (BMPs) that comply with the General Construction Stormwater Permit from the Central Valley RWQCB, to reduce water quality effects during construction. Detailed information about the SWPPP and BMPs are provided in Chapter 3A.9,</p>	<p>and throughout project construction, where applicable, for all project phases.</p>		<p>construction in Spring of 2020. Compliance table is on file with the City.</p> <p>There are no off-site elements outside the City limits for this subdivision.</p>	
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		<p>“Hydrology and Water Quality.”</p> <p>Each project development shall result in no net change to peak flows into Alder Creek and associated tributaries, or to Buffalo Creek, Carson Creek, and Coyote Creek. The project applicant(s) shall establish a baseline of conditions for drainage on-site. The baseline-flow conditions shall be established for 2-, 5-, and 100-year storm events. These baseline conditions shall be used to develop monitoring standards for the stormwater system on the SPA. The baseline conditions, monitoring standards, and a monitoring program shall be submitted to USACE and the City for their approval. Water quality and detention basins shall be designed and constructed to ensure that the performance standards, which are described in Chapter 3A.9, “Hydrology and Water Quality,” are met and shall be designed as off-stream detention basins. Discharge sites into Alder Creek and associated tributaries, as well as tributaries to Carson Creek, Coyote Creek, and Buffalo Creek, shall be monitored to ensure that pre-project conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measures will be satisfied when the monitoring standards are met for 5 consecutive years without undertaking corrective measures to meet the performance standard.</p> <p>See FEIR/FEIS Appendix S showing that the detention basin in the northeast corner of the SPA has been moved off stream.</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado County for the roadway connections, Sacramento County for the detention basin west of Prairie City Road, and Caltrans for the U.S. 50 interchange improvements) such that the performance standards described in Chapter 3A.9, “Hydrology and Water Quality,” are met.</p>				
52-10	3A.3-2a (FPASP EIR/EIS)	<p><b><i>Avoid Direct Loss of Swainson’s Hawk and Other Raptor Nests.</i></b></p> <p>To mitigate impacts on Swainson’s hawk and other raptors (including burrowing owl), the project applicant(s) of all project phases shall retain a qualified biologist to conduct preconstruction surveys and to identify active nests on and within 0.5 mile of the project and active burrows on the project site. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction for all project phases. To the extent feasible, guidelines provided in Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in the Central Valley (Swainson’s Hawk Technical Advisory Committee 2000) shall be followed for surveys for Swainson’s hawk. If no nests are found, no further</p>	Before the approval of grading and improvement plans, before any ground disturbing activities, and during	City of Folsom Community Development Department CDFW	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes

		<p>mitigation is required.</p> <p>If active nests are found, impacts on nesting Swainson's hawks and other raptors shall be avoided by establishing appropriate buffers around the nests. No project activity shall commence within the buffer area until the young have fledged, the nest is no longer active, or until a qualified biologist has determined in consultation with DFG that reducing the buffer would not result in nest abandonment. DFG guidelines recommend implementation of 0.25- or 0.5-mile-wide buffers, but the size of the buffer may be adjusted if a qualified biologist and the City, in consultation with DFG, determine that such an adjustment would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.</p> <p>If active burrows are found, a mitigation plan shall be submitted to the City for review and approval before any ground-disturbing activities.</p> <p>The City shall consult with DFG. The mitigation plan may consist of installation of one-way doors on all burrows to allow owls to exit, but not reenter, and construction of artificial burrows within the project vicinity, as needed; however, burrow owl exclusions may only be used if a qualified biologist verifies that the burrow does not contain eggs or dependent young. If active burrows contain eggs and/or young, no construction shall occur within 50 feet of the burrow until young have fledged. Once it is confirmed that there are no owls inside burrows, these burrows may be collapsed.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be developed by the project applicant(s) of each applicable project phase in consultation with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans), such that the performance criteria set forth in DFG's guidelines are determined to be met.</p>	project construction as applicable for all project phases.			
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**GEOLOGY AND SOILS**

52-11	3A.7-1a (FPASP EIR/EIS)	<p>Prepare Site-Specific Geotechnical Report per CBC Requirements and Implement Appropriate Recommendations. Before building permits are issued and construction activities begin any project development phase, the project applicant(s) of each project phase shall hire a licensed geotechnical engineer to prepare a final geotechnical subsurface investigation report for the on- and off-site facilities, which shall be submitted for review and approval to the appropriate City or county department (identified below). The final geotechnical engineering report shall address and make recommendations on the following:</p>	Before issuance of building permits and ground-disturbing activities.	City of Folsom Community Development Department	Owner/applicant has provided Geotechnical Report to the City. The Geotechnical report for the subdivision is on file with the City.	Yes
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		<ul style="list-style-type: none"> <li>▶ Site preparation;</li> <li>▶ Soil bearing capacity;</li> <li>▶ Appropriate sources and types of fill;</li> <li>▶ Potential need for soil amendments;</li> <li>▶ Road, pavement, and parking areas;</li> <li>▶ Structural foundations, including retaining-wall design;</li> <li>▶ Grading practices;</li> <li>▶ Soil corrosion of concrete and steel;</li> <li>▶ Erosion/winterization;</li> <li>▶ Seismic ground shaking;</li> <li>▶ Liquefaction; and</li> <li>▶ Expansive/unstable soils.</li> </ul> <p>In addition to the recommendations for the conditions listed above, the geotechnical investigation shall include subsurface testing of soil and groundwater conditions, and shall determine appropriate foundation designs that are consistent with the version of the CBC that is applicable at the time building and grading permits are applied for. All recommendations contained in the final geotechnical engineering report shall be implemented by the project applicant(s) of each project phase. Special recommendations contained in the geotechnical engineering report shall be noted on the grading plans and implemented as appropriate before construction begins. Design and construction of all new project development shall be in accordance with the CBC. The project applicant(s) shall provide for engineering inspection and certification that earthwork has been performed in conformity with recommendations contained in the geotechnical report.</p>				
52-12	3A.7-1b (FPASP EIR/EIS)	<p><b><i>Monitor Earthwork during Earthmoving Activities.</i></b></p> <p>All earthwork shall be monitored by a qualified geotechnical or soils engineer retained by the project applicant(s) of each project phase. The geotechnical or soils engineer shall provide oversight during all excavation, placement of fill, and disposal of materials removed from and deposited on both on- and off-site construction areas.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or</p>	Before issuance of building permits and ground-disturbing activities.	City of Folsom Community Development Department	Compliance with this condition has been monitored through construction inspection by the City.	Yes

		Sacramento Counties, or Caltrans).				
52-13	3A.7-3 (FPASP EIR/EIS)	<p><b>Prepare and Implement the Appropriate Grading and Erosion Control Plan.</b></p> <p>Before grading permits are issued, the project applicant(s) of each project phase that would be located within the City of Folsom shall retain a California Registered Civil Engineer to prepare a grading and erosion control plan. The grading and erosion control plan shall be submitted to the City Public Works Department before issuance of grading permits for all new development. The plan shall be consistent with the City's Grading Ordinance, the City's Hillside Development Guidelines, and the state's NPDES permit, and shall include the site-specific grading associated with development for all project phases.</p> <p>The plans referenced above shall include the location, implementation schedule, and maintenance schedule of all erosion and sediment control measures, a description of measures designed to control dust and stabilize the construction-site road and entrance, and a description of the location and methods of storage and disposal of construction materials. Erosion and sediment control measures could include the use of detention basins, berms, swales, wattles, and silt fencing, and covering or watering of stockpiled soils to reduce wind erosion. Stabilization on steep slopes could include construction of retaining walls and reseeding with vegetation after construction. Stabilization of construction entrances to minimize trackout (control dust) is commonly achieved by installing filter fabric and crushed rock to a depth of approximately 1 foot. The project applicant(s) shall ensure that the construction contractor is responsible for securing a source of transportation and deposition of excavated materials.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties).</p> <p>Implementation of Mitigation Measure 3A.9-1 (discussed in Section 3A.9, "Hydrology and Water Quality – Land") would also help reduce erosion-related impacts.</p>	Before the start of construction activities.	City of Folsom Community Development Department	Compliance with this condition has been monitored through construction inspection by the City.	Yes
52-14	3A.7-5 (FPASP EIR/EIS)	<p><b>Divert Seasonal Water Flows Away from Building Foundations.</b></p> <p>The project applicant(s) of all project phases shall either install subdrains (which typically consist of perforated pipe and gravel, surrounded by nonwoven geotextile fabric), or take such other actions as recommended by the geotechnical or civil engineer for the project that would serve to divert seasonal flows caused by surface infiltration, water seepage, and perched water during the winter months away from</p>	Before and during earthmoving activities.	City of Folsom Community Development Department	The Community Development Department has reviewed and all improvement plans in the subdivision to verify compliance with mitigation measure.	Yes

		building foundations.				
52-15	3A.7-10 (FPASP EIR/EIS)	<p><b>Conduct Construction Personnel Education, Stop Work if Paleontological Resources are Discovered, Assess the Significance of the Find, and Prepare and Implement a Recovery Plan as Required.</b></p> <p>To minimize potential adverse impacts on previously unknown potentially unique, scientifically important paleontological resources, the project applicant(s) of all project phases where construction would occur in the Ione and Mehrten Formations shall do the following:</p> <ul style="list-style-type: none"> <li>▶ Before the start of any earthmoving activities for any project phase in the Ione or Mehrten Formations, the project applicant(s) shall retain a qualified paleontologist or archaeologist to train all construction personnel involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils likely to be seen during construction, and proper notification procedures should fossils be encountered.</li> <li>▶ If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work in the vicinity of the find and notify the appropriate lead agency (identified below). The project applicant(s) shall retain a qualified paleontologist to evaluate the resource and prepare a recovery plan in accordance with Society of Vertebrate Paleontology guidelines (1996). The recovery plan may include, but is not limited to, a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations in the recovery plan that are determined by the lead agency to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.</li> </ul> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., Sacramento County).</p>	During earthmoving activities in the Ione and Mehrten Formations.	City of Folsom Community Development Department	<p>The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.</p> <p>No human remains or paleontological resources have been encountered in the subdivision during grading and construction.</p>	Yes
<b>GREENHOUSE GAS EMISSIONS AND CLIMATE CHANGE</b>						
52-16	3A.4-1 (FPASP EIR/EIS)	<p><b>Implement Additional Measures to Control Construction-Generated GHG Emissions.</b></p> <p>To further reduce construction-generated GHG emissions, the project applicant(s) any particular discretionary development application shall implement all feasible</p>	Before the start of constructi	City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation	Yes

	<p>measures for reducing GHG emissions associated with construction that are recommended by SMAQMD at the time individual portions of the site undergo construction. Such measures may reduce GHG exhaust emissions from the use of on-site equipment, worker commute trips, and truck trips carrying materials and equipment to and from the SPA, as well as GHG emissions embodied in the materials selected for construction (e.g., concrete). Other measures may pertain to the materials used in construction. Prior to releasing each request for bid to contractors for the construction of each discretionary development entitlement, the project applicant(s) shall obtain the most current list of GHG reduction measures that are recommended by SMAQMD and stipulate that these measures be implemented in the respective request for bid as well as the subsequent construction contract with the selected primary contractor. The project applicant(s) for any particular discretionary development application may submit to the City and SMAQMD a report that substantiates why specific measures are considered infeasible for construction of that particular development phase and/or at that point in time. The report, including the substantiation for not implementing particular GHG reduction measures, shall be approved by the City, in consultation with SMAQMD prior to the release of a request for bid by the project applicant(s) for seeking a primary contractor to manage the construction of each development project. By requiring that the list of feasible measures be established prior to the selection of a primary contractor, this measure requires that the ability of a contractor to effectively implement the selected GHG reduction measures be inherent to the selection process.</p> <p>SMAQMD's recommended measures for reducing construction-related GHG emissions at the time of writing this EIR/EIS are listed below and the project applicant(s) shall, at a minimum, be required to implement the following:</p> <ul style="list-style-type: none"> <li>▶ Improve fuel efficiency from construction equipment: <ul style="list-style-type: none"> <li>▪ reduce unnecessary idling (modify work practices, install auxiliary power for driver comfort);</li> <li>▪ perform equipment maintenance (inspections, detect failures early, corrections);</li> <li>▪ train equipment operators in proper use of equipment;</li> <li>▪ use the proper size of equipment for the job; and</li> <li>▪ use equipment with new technologies (repowered engines, electric drive trains).</li> </ul> </li> </ul>	<p>on activities.</p>		<p>Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.</p>	
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	<ul style="list-style-type: none"> <li>▶ Use alternative fuels for electricity generators and welders at construction sites such as propane or solar, or use electrical power.</li> <li>▶ Use an ARB-approved low-carbon fuel, such as biodiesel or renewable diesel for construction equipment. (Emissions of oxides of nitrogen [NOX] emissions from the use of low carbon fuel must be reviewed and increases mitigated.) Additional information about low carbon fuels is available from ARB's Low Carbon Fuel Standard Program (ARB 2009b).</li> <li>▶ Encourage and provide carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes.</li> <li>▶ Reduce electricity use in the construction office by using compact fluorescent bulbs, powering off computers every day, and replacing heating and cooling units with more efficient ones.</li> <li>▶ Recycle or salvage non-hazardous construction and demolition debris (goal of at least 75% by weight).</li> <li>▶ Use locally sourced or recycled materials for construction materials (goal of at least 20% based on costs for building materials, and based on volume for roadway, parking lot, sidewalk and curb materials).</li> <li>▶ Minimize the amount of concrete used for paved surfaces or use a low carbon concrete option.</li> <li>▶ Produce concrete on-site if determined to be less emissive than transporting ready mix.</li> <li>▶ Use EPA-certified SmartWay trucks for deliveries and equipment transport. Additional information about the SmartWay Transport Partnership Program is available from ARB's Heavy-Duty Vehicle Greenhouse Gas Measure (ARB 2009c) and EPA (EPA 2009).</li> <li>▶ Develop a plan in consultation with SMAQMD to efficiently use water for adequate dust control. This may consist of the use of non-potable water from a local source.</li> </ul>				
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In addition to SMAQMD-recommended measures, construction activity shall comply with all applicable rules and regulations established by SMAQMD and ARB.

HAZARDS AND HAZARDOUS MATERIALS

52-17	3A.8-2 (FPASP EIR/EIS)	<p><b><i>Complete Investigations Related to the Extent to Which Soil and/or Groundwater May Have Been Contaminated in Areas Not Covered by the Phase I and II Environmental Site Assessments and Implement Required Measures.</i></b></p> <p>The project applicant(s) for any discretionary development application shall conduct Phase I Environmental Site Assessments (where an Phase I has not been conducted), and if necessary, Phase II Environmental Site Assessments, and/or other appropriate testing for all areas of the SPA and include, as necessary, analysis of soil and/or groundwater samples for the potential contamination sites that have not yet been covered by previous investigations (as shown in Exhibit 3A.8-1) before construction activities begin in those areas. Recommendations in the Phase I and II Environmental Site Assessments to address any contamination that is found shall be implemented before initiating ground-disturbing activities in these areas.</p> <p>The project applicant(s) shall implement the following measures before ground-disturbing activities to reduce health hazards associated with potential exposure to hazardous substances:</p> <ul style="list-style-type: none"> <li>▶ Prepare a plan that identifies any necessary remediation activities appropriate for proposed on- and off-site uses, including excavation and removal of on-site contaminated soils, redistribution of clean fill material in the SPA, and closure of any abandoned mine shafts. The plan shall include measures that ensure the safe transport, use, and disposal of contaminated soil and building debris removed from the site. In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge into the sanitary sewer system. The project applicant(s) shall be required to comply with the plan and applicable Federal, state, and local laws. The plan shall outline measures for specific handling and reporting procedures for hazardous materials and disposal of hazardous materials removed from the site at an appropriate off-site disposal facility.</li> <li>▶ Notify the appropriate Federal, state, and local agencies if evidence of</li> </ul>	Before the start of construction activities.	City of Folsom Community Development Department	<p>The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.</p> <p>No hazardous and/or contaminated soil or groundwater has been discovered in the subdivision.</p>	Yes
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		<p>previously undiscovered soil or groundwater contamination (e.g., stained soil, odorous groundwater) is encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the Sacramento County Environmental Management Department, Central Valley RWQCB, DTSC, and/or other appropriate Federal, state, or local regulatory agencies.</p> <ul style="list-style-type: none"> <li>▶ Obtain an assessment conducted by PG&amp;E and SMUD pertaining to the contents of any existing pole-mounted transformers located in the SPA. The assessment shall determine whether existing on-site electrical transformers contain PCBs and whether there are any records of spills from such equipment. If equipment containing PCB is identified, the maintenance and/or disposal of the transformer shall be subject to the regulations of the Toxic Substances Control Act under the authority of the Sacramento County Environmental Health Department.</li> </ul> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., Sacramento County).</p>				
<b>HYDROLOGY AND WATER QUALITY</b>						
52-18	3A.9-1 (FPASP EIR/EIS)	<p><b><i>Acquire Appropriate Regulatory Permits and Prepare and Implement SWPPP and BMPs.</i></b></p> <p>Prior to the issuance of grading permits, the project applicant(s) of all projects disturbing one or more acres (including phased construction of smaller areas which are part of a larger project) shall obtain coverage under the SWRCB's NPDES stormwater permit for general construction activity (Order 2009-0009-DWQ), including preparation and submittal of a project-specific SWPPP at the time the NOI is filed. The project applicant(s) shall also prepare and submit any other necessary erosion and sediment control and engineering plans and specifications for pollution prevention and control to Sacramento County, City of Folsom, El Dorado County (for the off-site roadways into El Dorado Hills under the Proposed Project Alternative). The SWPPP and other appropriate plans shall identify and specify:</p> <ul style="list-style-type: none"> <li>▶ The use of an effective combination of robust erosion and sediment control BMPs and construction techniques accepted by the local jurisdictions for use in the project area at the time of construction, that shall reduce the potential for</li> </ul>	Before the start of construction activities.	City of Folsom Community Development Department	The owner/applicant has been issued a WDID # and has submitted a SWPPP approved by the RWQCB. SWPPP is on file at the City.	Yes

		<p>runoff and the release, mobilization, and exposure of pollutants, including legacy sources of mercury from project-related construction sites. These may include but would not be limited to temporary erosion control and soil stabilization measures, sedimentation ponds, inlet protection, perforated riser pipes, check dams, and silt fences</p> <ul style="list-style-type: none"> <li>▶ The implementation of approved local plans, non-stormwater management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities;</li> <li>▶ The pollutants that are likely to be used during construction that could be present in stormwater drainage and non-stormwater discharges, including fuels, lubricants, and other types of materials used for equipment operation;</li> <li>▶ Spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills;</li> <li>▶ Personnel training requirements and procedures that shall be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP; and</li> <li>▶ The appropriate personnel responsible for supervisory duties related to implementation of the SWPPP.</li> <li>▶ Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction/demolition activities and shall be used in all subsequent site development activities. BMPs may include, but are not limited to, such measures as those listed below.</li> <li>▶ Implementing temporary erosion and sediment control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances, in compliance with state and local standards in effect at the time of construction. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, sandbag dikes, and temporary vegetation.</li> <li>▶ Establishing permanent vegetative cover to reduce erosion in areas disturbed by construction by slowing runoff velocities, trapping sediment, and enhancing</li> </ul>				
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		<p>filtration and transpiration.</p> <ul style="list-style-type: none"> <li>▶ Using drainage swales, ditches, and earth dikes to control erosion and runoff by conveying surface runoff down sloping land, intercepting and diverting runoff to a watercourse or channel, preventing sheet flow over sloped surfaces, preventing runoff accumulation at the base of a grade, and avoiding flood damage along roadways and facility infrastructure.</li> </ul> <p>A copy of the approved SWPPP shall be maintained and available at all times on the construction site.</p> <p>For those areas that would be disturbed as part of the U.S. 50 interchange improvements, Caltrans shall coordinate with the development and implementation of the overall project SWPPP, or develop and implement its own SWPPP specific to the interchange improvements, to ensure that water quality degradation would be avoided or minimized to the maximum extent practicable.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p>				
52-19	3A.9-2 (FPASP EIR/EIS)	<p><b><i>Prepare and Submit Final Drainage Plans and Implement Requirements Contained in Those Plans.</i></b></p> <p>Before the approval of grading plans and building permits, the project applicant(s) of all project phases shall submit final drainage plans to the City, and to El Dorado County for the off-site roadway connections into El Dorado Hills, demonstrating that off-site upstream runoff would be appropriately conveyed through the SPA, and that project-related on-site runoff would be appropriately contained in detention basins or managed with through other improvements (e.g., source controls, biotechnical stream stabilization) to reduce flooding and hydromodification impacts.</p> <p>The plans shall include, but not be limited to, the following items:</p> <ul style="list-style-type: none"> <li>▶ An accurate calculation of pre-project and post-project runoff scenarios, obtained using appropriate engineering methods, that accurately evaluates potential changes to runoff, including increased surface runoff;</li> <li>▶ Runoff calculations for the 10-year and 100-year (0.01 AEP) storm events (and other, smaller storm events as required) shall be performed and the trunk drainage pipeline sizes confirmed based on alignments and detention facility</li> </ul>	Before the start of construction activities.	City of Folsom Community Development Department	The City has reviewed and approved the storm drain plans for this subdivision. The storm drain improvements are in compliance with the approved Folsom Plan Storm Drain Master Plan approved by the City.	Yes

	<p>locations finalized in the design phase;</p> <ul style="list-style-type: none"> <li>▶ A description of the proposed maintenance program for the on-site drainage system;</li> <li>▶ Project-specific standards for installing drainage systems;</li> <li>▶ City and El Dorado County flood control design requirements and measures designed to comply with them;</li> <li>▶ Implementation of stormwater management BMPs that avoid increases in the erosive force of flows beyond a specific range of conditions needed to limit hydromodification and maintain current stream geomorphology. These BMPs will be designed and constructed in accordance with the forthcoming SSQP Hydromodification Management Plan (to be adopted by the RWQCB) and may include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Use of Low Impact Development (LID) techniques to limit increases in stormwater runoff at the point of origination (these may include, but are not limited to: surface swales; replacement of conventional impervious surfaces with pervious surfaces [e.g., porous pavement]; impervious surfaces disconnection; and trees planted to intercept stormwater);</li> <li>• Enlarged detention basins to minimize flow changes and changes to flow duration characteristics;</li> <li>• Bioengineered stream stabilization to minimize bank erosion, utilizing vegetative and rock stabilization, and inset floodplain restoration features that provide for enhancement of riparian habitat and maintenance of natural hydrologic and channel to floodplain interactions;</li> <li>• Minimize slope differences between any stormwater or detention facility outfall channel with the existing receiving channel gradient to reduce flow velocity; and</li> <li>• Minimize to the extent possible detention basin, bridge embankment, and other encroachments into the channel and floodplain corridor, and utilize open bottom box culverts to allow sediment passage on smaller drainage courses.</li> </ul> </li> </ul> <p>The final drainage plan shall demonstrate to the satisfaction of the City of Folsom</p>				
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		<p>Community Development and Public Works Departments and El Dorado County Department of Transportation that 100-year (0.01 AEP) flood flows would be appropriately channeled and contained, such that the risk to people or damage to structures within or down gradient of the SPA would not occur, and that hydromodification would not be increased from pre-development levels such that existing stream geomorphology would be changed (the range of conditions should be calculated for each receiving water if feasible, or a conservative estimate should be used, e.g., an Ep of 1 ±10% or other as approved by the Sacramento Stormwater Quality Partnership and/or City of Folsom Public Works Department).</p> <p>Mitigation for the off-site elements outside of the City of Folsom’s jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with El Dorado County.</p>				
52-20	3A.9-3 (FPASP EIR/EIS)	<p><b><i>Develop and Implement a BMP and Water Quality Maintenance Plan.</i></b> Before approval of the grading permits for any development project requiring a subdivision map, a detailed BMP and water quality maintenance plan shall be prepared by a qualified engineer retained by the project applicant(s) the development project. Drafts of the plan shall be submitted to the City of Folsom and El Dorado County for the off-site roadway connections into El Dorado Hills, for review and approval concurrently with development of tentative subdivision maps for all project phases. The plan shall finalize the water quality improvements and further detail the structural and nonstructural BMPs proposed for the project. The plan shall include the elements described below.</p> <ul style="list-style-type: none"> <li>▶ A quantitative hydrologic and water quality analysis of proposed conditions incorporating the proposed drainage design features.</li> <li>▶ Predevelopment and post development calculations demonstrating that the proposed water quality BMPs meet or exceed requirements established by the City of Folsom and including details regarding the size, geometry, and functional timing of storage and release pursuant to the “Stormwater Quality Design Manual for Sacramento and South Placer Regions” ([SSQP 2007b] per NPDES Permit No. CAS082597 WDR Order No. R5-2008-0142, page 46) and El Dorado County’s NPDES SWMP (County of El Dorado 2004).</li> <li>▶ Source control programs to control water quality pollutants on the SPA, which may include but are limited to recycling, street sweeping, storm drain cleaning, household hazardous waste collection, waste minimization, prevention of spills and illegal dumping, and effective management of public trash collection areas.</li> </ul>	Before the start of construction activities.	City of Folsom Community Development Department.	The owner/applicant has been issued a WDID # and has submitted a SWPPP approved by the RWQCB. SWPPP is on file at the City.	Yes

		<ul style="list-style-type: none"> <li>▶ A pond management component for the proposed basins that shall include management and maintenance requirements for the design features and BMPs, and responsible parties for maintenance and funding.</li> <li>▶ LID control measures shall be integrated into the BMP and water quality maintenance plan. These may include, but are not limited to: <ul style="list-style-type: none"> <li>• Surface swales;</li> <li>• Replacement of conventional impervious surfaces with pervious surfaces (e.g., porous pavement);</li> <li>• Impervious surfaces disconnection; and</li> <li>• Trees planted to intercept stormwater.</li> </ul> </li> </ul> <p>New stormwater facilities shall be placed along the natural drainage courses within the SPA to the extent practicable so as to mimic the natural drainage patterns. The reduction in runoff as a result of the LID configurations shall be quantified based on the runoff reduction credit system methodology described in "Stormwater Quality Design Manual for the Sacramento and South Placer Regions, Chapter 5 and Appendix D4" (SSQP 2007b) and proposed detention basins and other water quality BMPs shall be sized to handle these runoff volumes.</p> <p>For those areas that would be disturbed as part of the U.S. 50 interchange improvements, it is anticipated that Caltrans would coordinate with the development and implementation of the overall project SWPPP, or develop and implement its own SWPPP specific to the interchange improvements, to ensure that water quality degradation would be avoided or minimized to the maximum extent practicable.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with El Dorado County and Caltrans.</p>				
<b>NOISE AND VIBRATION</b>						
52-21	3A.11-1 (FPASP ETR/EIS)	<p><b><i>Implement Noise-Reducing Construction Practices, Prepare and Implement a Noise Control Plan, and Monitor and Record Construction Noise near Sensitive Receptors.</i></b></p> <p>To reduce impacts associated with noise generated during project related construction activities, the project applicant(s) and their primary contractors for</p>	Before the start of construction activities.	City of Folsom Community Development Department.	The owner/applicant has implemented noise reducing construction practices included as part of the required Noise Control Plan. Compliance with these	Yes



		<p>engineering design and construction of all project phases shall ensure that the following requirements are implemented at each work site in any year of project construction to avoid and minimize construction noise effects on sensitive receptors. The project applicant(s) and primary construction contractor(s) shall employ noise-reducing construction practices. Measures that shall be used to limit noise shall include the measures listed below:</p> <ul style="list-style-type: none"> <li>▶ Noise-generating construction operations shall be limited to the hours between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturdays and Sundays.</li> <li>▶ All construction equipment and equipment staging areas shall be located as far as possible from nearby noise-sensitive land uses.</li> <li>▶ All construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.</li> <li>▶ All motorized construction equipment shall be shut down when not in use to prevent idling.</li> <li>▶ Individual operations and techniques shall be replaced with quieter procedures (e.g., using welding instead of riveting, mixing concrete offsite instead of on-site).</li> <li>▶ Noise-reducing enclosures shall be used around stationary noise-generating equipment (e.g., compressors and generators) as planned phases are built out and future noise sensitive receptors are located within close proximity to future construction activities.</li> <li>▶ Written notification of construction activities shall be provided to all noise-sensitive receptors located within 850 feet of construction activities. Notification shall include anticipated dates and hours during which construction activities are anticipated to occur and contact information, including a daytime telephone number, for the project representative to be contacted in the event that noise levels are deemed excessive. Recommendations to assist noise-sensitive land uses in reducing interior noise levels (e.g., closing windows and doors) shall also be included in the notification.</li> </ul>		<p>requirements has been monitored through construction inspection.</p>	
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		<ul style="list-style-type: none"> <li>▶ To the extent feasible, acoustic barriers (e.g., lead curtains, sound barriers) shall be constructed to reduce construction-generated noise levels at affected noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment. When installed properly, acoustic barriers can reduce construction noise levels by approximately 8–10 dB (EPA 1971).</li> <li>▶ When future noise sensitive uses are within close proximity to prolonged construction noise, noise-attenuating buffers such as structures, truck trailers, or soil piles shall be located between noise sources and future residences to shield sensitive receptors from construction noise.</li> </ul> <p>The primary contractor shall prepare and implement a construction noise management plan. This plan shall identify specific measures to ensure compliance with the noise control measures specified above. The noise control plan shall be submitted to the City of Folsom before any noise-generating construction activity begins. Construction shall not commence until the construction noise management plan is approved by the City of Folsom. Mitigation for the two off-site roadway connections into El Dorado County must be coordinated by the project applicant(s) of the applicable project phase with El Dorado County, since the roadway extensions are outside of the City of Folsom’s jurisdictional boundaries.</p>				
<b>PUBLIC SERVICES</b>						
52-22	<b>3A.14-1 (FPASP EIR/EIS)</b>	<p><b><i>Prepare and Implement a Construction Traffic Control Plan.</i></b></p> <p>The project applicant(s) of all project phases shall prepare and implement traffic control plans for construction activities that may affect road rights-of-way. The traffic control plans must follow any applicable standards of the agency responsible for the affected roadway and must be approved and signed by a professional engineer. Measures typically used in traffic control plans include advertising of planned lane closures, warning signage, a flag person to direct traffic flows when needed, and methods to ensure continued access by emergency vehicles. During project construction, access to existing land uses shall be maintained at all times, with detours used as necessary during road closures. Traffic control plans shall be submitted to the appropriate City or County department or the California Department of Transportation (Caltrans) for review and approval before the approval of all project plans or permits, for all project phases where implementation may cause impacts on traffic.</p> <p><b>Mitigation</b> for the off-site elements outside of the City of Folsom’s jurisdictional</p>	Before the approval of all relevant plans and/or permits and during construction of all project phases.	City of Folsom Community Development Department	The Community Development Department has reviewed and approved all traffic control plans required for the construction of both off-site and on-site improvements for this subdivision to verify compliance with City ordinances and to minimize delays to the travelling public.	Yes
		There are no off-site elements outside the City limits for this subdivision.				

		boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties and Caltrans).				
52-23	3A.14-2 (FPASP EIR/EIS)	<p><b><i>Incorporate California Fire Code; City of Folsom Fire Code Requirements; and EDHFD Requirements, if Necessary, into Project Design and Submit Project Design to the City of Folsom Fire Department for Review and Approval.</i></b></p> <p>To reduce impacts related to the provision of new fire services, the project applicant(s) of all project phases shall do the following, as described below.</p> <p>1. Incorporate into project designs fire flow requirements based on the California Fire Code, Folsom Fire Code (City of Folsom Municipal Code Title 8, Chapter 8.36). and other applicable requirements based on the City of Folsom Fire Department fire prevention standards.</p> <p>Improvement plans showing the incorporation automatic sprinkler systems, the availability of adequate fire flow, and the locations of hydrants shall be submitted to the City of Folsom Fire Department for review and approval. In addition, approved plans showing access design shall be provided to the City of Folsom Fire Department as described by Zoning Code Section 17.57.080 ("Vehicular Access Requirements"). These plans shall describe access-road length, dimensions, and finished surfaces for firefighting equipment. The installation of security gates across a fire apparatus access road shall be approved by the City of Folsom Fire Department. The design and operation of gates and barricades shall be in accordance with the Sacramento County Emergency Access Gates and Barriers Standard, as required by the City of Folsom Fire Code.</p> <p>2. Submit a Fire Systems New Buildings, Additions, and Alterations Document Submittal List to the City of Folsom Community Development Department Building Division for review and approval before the issuance of building permits.</p> <p>In addition to the above measures, the project applicant(s) of all project phases shall incorporate the provisions described below for the portion of the SPA within the EDHFD service area, if it is determined through City/El Dorado County negotiations that EDHFD would serve the 178-acre portion of the SPA.</p> <p>3. Incorporate into project designs applicable requirements based on the EDHFD fire prevention standards. For commercial development, improvement plans showing roadways, land splits, buildings, fire sprinkler systems, fire alarm systems, and other commercial building improvements shall be submitted to the EDHFD for review and approval. For residential development, improvement plans showing property lines and adjacent streets or roads; total acreage or square footage of the parcel; the footprint of all structures; driveway plan views describing width, length,</p>	Before issuance of building permits and issuance of occupancy permits or final inspections for all project phases.	City of Folsom Fire Department, City of Folsom Community Development Department	The City Fire Department has reviewed and approved all proposed improvements for the subdivision. The City FD will verify adequate fire flow prior to building permit issuance in the subdivision.	Condition will be satisfied prior to issuance of a building permit.

		<p>turnouts, turnarounds, radiuses, and surfaces; and driveway profile views showing the percent grade from the access road to the structure and vertical clearance shall be submitted to the EDHFD for review and approval.</p> <p>4. Submit a Fire Prevention Plan Checklist to the EDHFD for review and approval before the issuance of building permits. In addition, residential development requiring automation fire sprinklers shall submit sprinkler design sheet(s) and hydraulic calculations from a California State Licensed C-16 Contractor.</p> <p>The City shall not authorize the occupancy of any structures until the project applicant(s) have obtained a Certificate of Occupancy from the City of Folsom Community Development Department verifying that all fire prevention items have been addressed on-site to the satisfaction of the City of Folsom Fire Department and/or the EDHFD for the 178-acre area of the SPA within the EDHFD service area.</p>				
52-24	3A.14-3 (FPASP EIR/EIS)	<p><b><i>Incorporate Fire Flow Requirements into Project Designs.</i></b></p> <p>The project applicant(s) of all project phases shall incorporate into their project designs fire flow requirements based on the California Fire Code, Folsom Fire Code, and/or EDHFD for those areas of the SPA within the EDHFD service area and shall verify to City of Folsom Fire Department that adequate water flow is available, prior to approval of improvement plans and issuance of occupancy permits or final inspections for all project phases.</p>	Before issuance of building permits and issuance of occupancy permits or final inspections for all project phases.	City of Folsom Fire Department, City of Folsom Community Development Department	The City Fire Department has reviewed and approved all proposed improvements for the subdivision. The City FD will verify adequate fire flow prior to building permit issuance in the subdivision.	Condition will be satisfied prior to issuance of a building permit.
<b>TRAFFIC AND TRANSPORTATION</b>						
52-25	3A.15-1a (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Folsom Boulevard/Blue Ravine Road Intersection (Intersection 1).</i></b></p> <p>To ensure that the Folsom Blvd/Blue Ravine Rd intersection operates at an acceptable LOS, the eastbound approach must be reconfigured to consist of two left-turn lanes, one through lane, and one right-turn lane. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the Folsom Blvd/Blue Ravine Road intersection (Intersection 1).</p>	A phasing analysis shall be performed prior to approval of the first subdivision map to determine	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			when the improvement should be implemented and when fair share funding should be paid.			
52-26	3A.15-1b (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements at the Sibley Street/Blue Ravine Road Intersection (Intersection 2).</i></b></p> <p>To ensure that the Sibley Street/Blue Ravine Road intersection operates at an acceptable LOS, the northbound approach must be reconfigured to consist of two left-turn lanes, two through lanes, and one right-turn lane. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the Sibley Street/Blue Ravine Road intersection (Intersection 2).</p>	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented and when fair share funding should be paid.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-27	3A.15-1c (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Fund and Construct Improvements to the Scott Road (West)/White Rock Road Intersection (Intersection 28).</i></b></p> <p>To ensure that the Scott Road (West)/White Rock Road intersection operates at an acceptable LOS, a traffic signal must be installed.</p>	A phasing analysis shall be performed prior to approval of	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to	Condition will be satisfied prior to issuance of

			the first subdivision map to determine when the improvement should be implemented.		building permit issuance in this subdivision.	a building permit.
52-28	3A.15-1e (FPASP EIR/EIS)	<b><i>Fund and Construct Improvements to the Hillside Drive/Easton Valley Parkway Intersection (Intersection 41).</i></b> To ensure that the Hillside Drive/Easton Valley Parkway intersection operates at an acceptable LOS, the eastbound approach must be reconfigured to consist of one dedicated left turn lane and two through lanes, and the westbound approach must be reconfigured to consist of two through lanes and one dedicated right-turn lane. The applicant shall fund and construct these improvements.	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-29	3A.15-1f (FPASP EIR/EIS)	<b><i>Fund and Construct Improvements to the Oak Avenue Parkway/Middle Road Intersection (Intersection 44).</i></b> To ensure that the Oak Avenue Parkway/Middle Road intersection operates at an acceptable LOS, control all movements with a stop sign. The applicant shall fund and construct these improvements.	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			nt should be implemented.			
52-30	3A.15-1h (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts to the Hazel Avenue/Folsom Boulevard Intersection (Sacramento County Intersection 2).</i></b></p> <p>To ensure that the Hazel Avenue/Folsom Boulevard intersection operates at an acceptable LOS, this intersection must be grade separated including “jug handle” ramps. No at grade improvement is feasible. Grade separating and extended (south) Hazel Avenue with improvements to the U.S. 50/Hazel Avenue interchange is a mitigation measure for the approved Easton-Glenbrough Specific Plan development project. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Hazel Avenue/Folsom Boulevard intersection (Sacramento County Intersection 2).</p>	A phasing analysis shall be performed prior to approval of the first subdivision map to determine when the improvement should be implemented.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-31	3A.15-1i (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/White Rock Road Intersection and to White Rock Road widening between the Rancho Cordova City limit to Prairie City Road (Sacramento County Intersection 3).</i></b></p> <p>Improvements must be made to ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable LOS. The currently County proposed White Rock Road widening project will widen and realign White Rock Road from the Rancho Cordova City limit to the El Dorado County line (this analysis assumes that the Proposed Project and build alternatives will widen White Rock Road to five lanes from Prairie City road to the El Dorado County Line). This widening includes improvements to the Grant Line Road intersection and realigning White Rock Road to be the through movement. The improvements include two eastbound through lanes, one eastbound right turn lane, two northbound left turn lanes, two northbound right turn lanes, two westbound left turn lanes and two westbound through lanes. This improvement also includes the signalization of the White Rock Road and Grant Line Road intersection. With implementation of this improvement, the intersection would operate at an acceptable LOS A. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for</p>	Before project build out. Design of the White Rock Road widening to four lanes, from Grant Line Road to Prairie City Road, with Intersection improvements has begun, and	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/White Rock Road intersection (Sacramento County Intersection 3).	because this widening project is environmentally cleared and fully funded, it's construction is expected to be complete before the first phase of the Proposed Project or alternative is built.			
52-32	3A.15-1j (FPASP EIR/EIS)	<p><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Hazel Avenue between Madison Avenue and Curragh Downs Drive (Roadway Segment 10).</i></p> <p>To ensure that Hazel Avenue operates at an acceptable LOS between Curragh Downs Drive and Gold Country Boulevard, Hazel Avenue must be widened to six lanes. This improvement is part of the County adopted Hazel Avenue widening project.</p>	Before project build out. Construction of phase two of the Hazel Avenue widening, from Madison Avenue to Curragh Downs Drive, is expected to be	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.



			<p>completed by year 2013, before the first phase of the Proposed Project or alternative is complete. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Hazel Avenue between Madison Avenue and</p>			
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			Curragh Downs Drive (Sacramento County Roadway Segment 10).			
52-33	3A.15-11 (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the White Rock Road/Windfield Way Intersection (El Dorado County Intersection 3).</i></b></p> <p>To ensure that the White Rock Road/Windfield Way intersection operates at an acceptable LOS, the intersection must be signalized and separate northbound left and right turn lanes must be striped. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the White Rock Road/Windfield Way intersection (El Dorado County Intersection 3).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-34	3A.15-10 (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 as an alternative to improvements at the Folsom Boulevard/U.S. 50</i></b></p> <p>Eastbound Ramps Intersection (Caltrans Intersection 4). Congestion on eastbound U.S. 50 is causing vehicles to use Folsom Boulevard as an alternate parallel route until they reach U.S. 50, where they must get back on the freeway due to the lack of a parallel route. It is preferred to alleviate the congestion on U.S. 50 than to upgrade the intersection at the end of this reliever route. <b>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the</b></p>	Before project build out. A phasing analysis should be performed prior to approval of the first	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		impacts to the Folsom Boulevard/U.S. 50 Eastbound Ramps intersection (Caltrans Intersection 4). To ensure that the Folsom Boulevard/U.S. 50 eastbound ramps intersection operates at an acceptable LOS, auxiliary lanes should be added to eastbound U.S. 50 from Hazel Avenue to east of Folsom Boulevard. This was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project.	subdivision map to determine during which project phase the improvement should be built.			
52-35	3A.15-1p (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/ State Route 16 Intersection (Caltrans Intersection 12).</i></b></p> <p>To ensure that the Grant Line Road/State Route 16 intersection operates at an acceptable LOS, the northbound and southbound approaches must be reconfigured to consist of one left-turn lane and one shared through/right-turn lane. Protected left-turn signal phasing must be provided on the northbound and southbound approaches. Improvements to the Grant Line Road/State Route 16 intersection are contained within the County Development Fee Program and are scheduled for Measure A funding.</p> <p>Improvements to this intersection must be implemented by Caltrans, Sacramento County, and the City of Rancho Cordova.</p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/State Route 16 intersection (Caltrans Intersection 12).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-36	3A.15-1q (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1).</i></b></p> <p>To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Zinfandel Drive and Sunrise Boulevard, a bus-carpool (HOV) lane must be constructed. This improvement is currently planned as part of the Sacramento 50 Bus-Carpool Lane and Community Enhancements Project. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for</p>	Before project build out. Construction of the Sacramento 50 Bus-Carpool	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1).	Lane and Community Enhancements Project is expected to be completed by year 2013, before the first phase of the Proposed Project or alternative is complete. Construction of the Sacramento 50 Bus-Carpool Lane and Community Enhancements Project has started since the writing of the Draft EIS/EIR.			
52-37	3A.15-1r (FPASP EIR/EIS)	<i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Hazel Avenue and Folsom Boulevard (Freeway Segment 3).</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Hazel Avenue and Folsom Boulevard, an auxiliary lane must be constructed. This	Before project build out. A phasing analysis	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide	Condition will be satisfied prior to issuance of

		<p>improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program.</p> <p>The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Hazel Avenue and Folsom Boulevard (Freeway Segment 3).</p>	<p>should be performed to determine during which project phase the improvement should be built.</p>		<p>Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>a building permit</p>
52-38	3A.15-1s (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound U.S. 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 4).</i></b></p> <p>To ensure that Eastbound U.S. 50 operates at an acceptable LOS between Folsom Boulevard and Prairie City Road, an auxiliary lane must be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to Eastbound U.S. 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 4).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>City of Folsom Community Development Department</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
52-39	3A.15-1u (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Westbound U.S. 50 between Prairie City Road and Folsom Boulevard (Freeway Segment 16).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS between Prairie City Road and Folsom Boulevard, an auxiliary lane must be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50</p>	<p>Before project build out. A phasing analysis should be performed</p>	<p>City of Folsom Community Development Department</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>

		Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to Westbound U.S. 50 between Prairie City Road and Folsom Boulevard (Freeway Segment 16).	prior to approval of the first subdivision map to determine during which project phase the improvement should be built.		building permit issuance in this subdivision.	
52-40	3A.15-1v (FPASP EIR/EIS)	<b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard (Freeway Segment 18).</i></b> To ensure that Westbound U.S. 50 operates at an acceptable LOS between Hazel Avenue and Sunrise Boulevard, an auxiliary lane must be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project and included in the proposed Rancho Cordova Parkway interchange project. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Westbound U.S. 50 between Hazel Avenue and Sunrise Boulevard (Freeway Segment 18).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-41	3A.15-1w (FPASP EIR/EIS)	<b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Folsom Boulevard Ramp Merge (Freeway Merge 4).</i></b> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Folsom Boulevard merge, an auxiliary lane from the Folsom Boulevard merge to the Prairie City Road diverge must be constructed. This improvement was	Before project build out. A phasing analysis	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide	Condition will be satisfied prior to issuance of

		recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the U.S. 50 Eastbound/Folsom Boulevard Ramp Merge (Freeway Merge 4).	should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.		Transportation fees collected prior to building permit issuance in this subdivision.	a building permit
52-42	3A.15-1x (FPASP EIR/EIS)	<i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Diverge (Freeway Diverge 5).</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City Road off-ramp diverge, an auxiliary lane from the Folsom Boulevard merge must be constructed. This improvement was recommended in the Traffic Operations Analysis Report for the U.S. 50 Auxiliary Lane Project. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound/Prairie City Road diverge (Freeway Diverge 5).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-43	3A.15-1y (FPASP EIR/EIS)	<i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Direct Merge (Freeway Merge 6).</i> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City	Before project build out.	City of Folsom Community	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure	Condition will be satisfied

		Road onramp direct merge, an auxiliary lane to the East Bidwell Street – Scott Road diverge must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound/Prairie City Road direct merge (Freeway Merge 6).	A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Development Department	Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	prior to issuance of a building permit.
52-44	3A.15-1z (FPASP EIR/EIS)	<b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Prairie City Road Flyover On-Ramp to Oak Avenue Parkway Off-Ramp Weave (Freeway Weave 8).</i></b> To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Prairie City Road flyover on-ramp to Oak Avenue Parkway off-ramp weave, an improvement acceptable to Caltrans should be implemented to eliminate the unacceptable weaving conditions. Such an improvement may involve a “braided ramp”. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound / Prairie City Road flyover on-ramp to Oak Avenue Parkway off-ramp weave (Freeway Weave 8).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.



52-45	3A.15-1aa (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Oak Avenue Parkway Loop Merge (Freeway Merge 9).</i></b></p> <p>To ensure that Eastbound U.S. 50 operates at an acceptable LOS at the Oak Avenue Parkway loop merge, an auxiliary lane to the East Bidwell Street – Scott Road diverge must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound/ Oak Avenue Parkway loop merge (Freeway Merge 9).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>City of Folsom Community Development Department</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
52-46	3A.15-1dd (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Empire Ranch Road Loop Ramp Merge (Freeway Merge 23).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS, the northbound Empire Ranch Road loop on ramp should start the westbound auxiliary lane that ends at the East Bidwell Street – Scott Road off ramp. The slip on ramp from southbound Empire Ranch Road would merge into this extended auxiliary lane. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Westbound/Empire Ranch Road loop ramp merge (Freeway Merge 23).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement</p>	<p>City of Folsom Community Development Department</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>

			nt should be built.			
52-47	3A.15-1ee (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 29).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS, the northbound Oak Avenue Parkway loop on ramp should start the westbound auxiliary lane that ends at the Prairie City Road off ramp. The slip on ramp from southbound Oak Avenue Parkway would merge into this extended auxiliary lane. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Westbound/Oak Avenue Parkway loop ramp merge (Freeway Merge 29).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-48	3A.15-1ff (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Prairie City Road Loop Ramp Merge (Freeway Merge 32).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Prairie City Road loop ramp merge, an auxiliary lane to the Folsom Boulevard off ramp diverge must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Westbound/Prairie City Road Loop Ramp Merge (Freeway Merge 32).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project	City of Folsom Community Development Department and Sacramento County Department of Transportation	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			phase the improvement should be built.			
52-49	3A.15-1gg (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Prairie City Road Direct Ramp Merge (Freeway Merge 33).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Prairie City Road direct ramp merge, an auxiliary lane to the Folsom Boulevard off ramp diverge must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Westbound/Prairie City Road direct ramp merge (Freeway Merge 33).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department and Sacramento County Department of Transportation	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-50	3A.15-1hh (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound/Folsom Boulevard Diverge (Freeway Diverge 34).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Folsom Boulevard Diverge, an auxiliary lane from the Prairie City Road loop ramp merge must be constructed. Improvements to this freeway segment must be implemented by Caltrans. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound / Folsom Boulevard diverge (Freeway Diverge 34).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during	City of Folsom Community Development Department and Sacramento County Department of Transportation	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			which project phase the improvement should be built.			
52-51	3A.15-1ii (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound/Hazel Avenue Direct Ramp Merge (Freeway Merge 38).</i></b></p> <p>To ensure that Westbound U.S. 50 operates at an acceptable LOS at the Hazel Avenue direct ramp merge, an auxiliary lane to the Sunrise Boulevard off ramp diverge must be constructed. This auxiliary lane improvement is included in the proposed 50 Corridor Mobility Fee Program. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the U.S. 50 Westbound/Hazel Avenue direct ramp merge (Freeway Merge 38).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation and City of Rancho Cordova Department of Public Works	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-52	3A.15-2a (FPASP EIR/EIS)	<p><b><i>Develop Commercial Support Services and Mixed-use Development Concurrent with Housing Development and Develop and Provide Options for Alternative Transportation Modes.</i></b></p> <p>The project applicant(s) for any particular discretionary development application including commercial or mixed-use development along with residential uses shall develop commercial and mixed-use development concurrent with housing development, to the extent feasible in light of market realities and other considerations, to internalize vehicle trips. Pedestrian and bicycle facilities shall be implemented to the satisfaction of the City Public Works Department. To further minimize impacts from the increased demand on area roadways and intersections, the project applicant(s) for any particular discretionary development application involving schools or commercial centers shall develop and implement safe and</p>	Before approval of improvement plans for all project phases any particular discretionary development application	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		secure bicycle parking to promote alternative transportation uses and reduce the volume of single-occupancy vehicles using area roadways and intersections. The project applicant(s) for any particular discretionary development application shall participate in capital improvements and operating funds for transit service to increase the percent of travel by transit. The project's fair-share participation and the associated timing of the improvements and service shall be identified in the project conditions of approval and/or the project's development agreement. Improvements and service shall be coordinated, as necessary, with Folsom Stage Lines and Sacramento RT.	that includes residential and commercial or mixed-use development. As a condition of project approval and/or as a condition of the development agreement for all project phases.			
52-53	3A.15-2b (FPASP EIR/EIS)	<b><i>Participate in the City's Transportation System Management Fee Program.</i></b> The project applicant(s) for any particular discretionary development application shall pay an appropriate amount into the City's existing Transportation System Management Fee Program to reduce the number of single-occupant automobile travel on area roadways and intersections.	Concurrent with construction for all project phases.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-54	3A.15-2c (FPASP EIR/EIS)	<b><i>Participate with the 50 Corridor Transportation Management Association.</i></b> The project applicant(s) for any particular discretionary development application shall join and participate with the 50 Corridor Transportation Management Association to reduce the number of single-occupant automobile travel on area roadways and intersections.	Concurrent with construction for all project phases.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

52-55	3A.15-3 (FPASP EIR/EIS)	<p><b><i>Pay Full Cost of Identified Improvements that Are Not Funded by the City's Fee Program.</i></b></p> <p>In accordance with Measure W, the project applicant(s) for any particular discretionary development application shall provide fair-share contributions to the City's transportation impact fee program to fully fund improvements only required because of the Specific Plan.</p>	As a condition of project approval and/or as a condition of the development agreement for all project phases.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-56	3A.15-4a (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Sibley Street/Blue Ravine Road Intersection (Folsom Intersection 2).</i></b></p> <p>To ensure that the Sibley Street/Blue Ravine Road intersection operates at a LOS D with less than the Cumulative No Project delay, the northbound approach must be reconfigured to consist of two left-turn lane, two through lanes, and one dedicated right-turn lane. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the Sibley Street/Blue Ravine Road intersection (Folsom Intersection 2).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-57	3A.15-4b (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Oak Avenue Parkway/East Bidwell Street Intersection (Folsom Intersection 6).</i></b></p> <p>To ensure that the Oak Avenue Parkway/East Bidwell Street intersection operates</p>	Before project build out. A phasing	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees	Condition will be satisfied prior to

		at an acceptable LOS, the eastbound (East Bidwell Street) approach must be reconfigured to consist of two left-turn lanes, four through lanes and a right-turn lane, and the westbound (East Bidwell Street) approach must be reconfigured to consist of two left turn lanes, four through lanes, and a right-turn lane. It is against the City of Folsom policy to have eight lane roads because of the impacts to non-motorized traffic and adjacent development; therefore, this improvement is infeasible.	analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.		and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	issuance of a building permit.
52-58	3A.15-4c (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the East Bidwell Street/College Street Intersection (Folsom Intersection 7).</i></b></p> <p>To ensure that the East Bidwell Street/College Street intersection operates at acceptable LOS C or better, the westbound approach must be reconfigured to consist of one left-turn lane, one left-through lane, and two dedicated right-turn lanes. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the East Bidwell Street/Nesmith Court intersection (Folsom Intersection 7).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

52-59	3A.15-4d (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the East Bidwell Street/Iron Point Road Intersection (Folsom Intersection 21).</i></b></p> <p>To ensure that the East Bidwell Street /Iron Point Road intersection operates at an acceptable LOS, the northbound approach must be reconfigured to consist of two left-turn lanes, four through lanes and a right-turn lane, and the southbound approach must be reconfigured to consist of two left-turn lanes, four through lanes and a right-turn lane. It is against the City of Folsom policy to have eight lane roads because of the impacts to non-motorized traffic and adjacent development; therefore, this improvement is infeasible.</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	<p>City of Folsom Community Development Department</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>
52-60	3A.15-4e (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Serpa Way/ Iron Point Road Intersection (Folsom Intersection 23).</i></b></p> <p>To improve LOS at the Serpa Way/ Iron Point Road intersection, the northbound approaches must be restriped to consist of one left-turn lane, one shared left-through lanes, and one right-turn lane. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the Serpa Way/Iron Point Road Intersection (Folsom Intersection 23).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement</p>	<p>City of Folsom Community Development Department</p>	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>



			nt should be built.			
52-61	3A.15-4f (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Pay a Fair Share to Fund the Construction of Improvements to the Empire Ranch Road/Iron Point Road Intersection (Folsom Intersection 24).</i></b></p> <p>To ensure that the Empire Ranch Road / Iron Point Road intersection operates at a LOS D or better, all of the following improvements are required: The eastbound approach must be reconfigured to consist of one left-turn lane, two through lanes, and a right-turn lane. The westbound approach must be reconfigured to consist of two left-turn lanes, one through lane, and a through-right lane. The northbound approach must be reconfigured to consist of two left-turn lanes, three through lanes, and a right-turn lane. The southbound approach must be reconfigured to consist of two left-turn lanes, three through lanes, and a right-turn lane. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the Empire Ranch Road / Iron Point Road Intersection Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built. (Folsom Intersection 24).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-62	3A.15-4g (FPASP EIR/EIS)	<p><b><i>The Applicant Shall Fund and Construct Improvements to the Oak Avenue Parkway/Easton Valley Parkway Intersection (Folsom Intersection 33).</i></b></p> <p>To ensure that the Oak Avenue Parkway/Easton Valley Parkway intersection operates at an acceptable LOS the southbound approach must be reconfigured to consist of two left-turn lanes, two through lanes, and two right-turn lanes. The applicant shall fund and construct these improvements.</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project	City of Folsom Community Development Department	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			phase the improvement should be built.			
52-63	3A.15-4i (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the Grant Line Road/White Rock Road Intersection (Sacramento County Intersection 3).</i></b></p> <p>To ensure that the Grant Line Road/White Rock Road intersection operates at an acceptable LOS E or better this intersection should be replaced by some type of grade separated intersection or interchange. Improvements to this intersection are identified in the Sacramento County's Proposed General Plan. Implementation of these improvements would assist in reducing traffic impacts on this intersection by providing acceptable operation. Intersection improvements must be implemented by Sacramento County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the Grant Line Road/White Rock Road Intersection (Sacramento County Intersection 3).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-64	3A.15-4j (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Grant Line Road between White Rock Road and Kiefer Boulevard (Sacramento County Roadway Segments 5-7).</i></b></p> <p>To improve operation on Grant Line Road between White Rock Road and Kiefer Boulevard, this roadway segment must be widened to six lanes. This improvement is proposed in the Sacramento County and the City of Rancho Cordova General Plans; however, it is not in the 2035 MTP. Improvements to this roadway segment must be implemented by Sacramento County and the City of Rancho Cordova. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Grant Line Road between White Rock Road and Kiefer Boulevard (Sacramento County Roadway Segments 5-7). The identified improvement would more than offset the impacts specifically related to the Folsom</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		South of U.S. 50 project on this roadway segment.	which project phase the improvement should be built.			
52-65	3A.15-4k (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Grant Line Road between Kiefer Boulevard and Jackson Highway (Sacramento County Roadway Segment 8).</i></b></p> <p>To improve operation on Grant Line Road between Kiefer Boulevard Jackson Highway, this roadway segment could be widened to six lanes. This improvement is proposed in the Sacramento County and the City of Rancho Cordova General Plans; however, it is not in the 2035 MTP. Improvements to this roadway segment must be implemented by Sacramento County and the City of Rancho Cordova. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Grant Line Road between Kiefer Boulevard and Jackson Highway (Sacramento County Roadway Segment 8). The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment.</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-66	3A.15-4l (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Hazel Avenue between Curragh Downs Drive and U.S. 50 Westbound Ramps (Sacramento County Roadway Segments 12-13).</i></b></p> <p>To improve operation on Hazel Avenue between Curragh Downs Drive and the U.S. 50 westbound ramps, this roadway segment could be widened to eight lanes. This improvement is inconsistent with Sacramento County's general plan because the county's policy requires a maximum roadway cross section of six lanes. Analysis shown later indicates that improvements at the impacted intersection in this segment can be mitigated (see Mitigation Measure 3A.15-4q). Improvements to impacted intersections on this segment will improve operations on this roadway segment and, therefore, mitigate this segment impact. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		improvements, based on a program established by that agency to reduce the impacts to Hazel Avenue between Curragh Downs Drive and U.S. 50 Westbound Ramps (Sacramento County Roadway Segments 12-13).	determine during which project phase the improvement should be built.			
52-67	3A.15-4m (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on White Rock Road between Grant Line Road and Prairie City Road (Sacramento County Roadway Segment 22).</i></b></p> <p>To improve operation on White Rock Road between Grant Line Road and Prairie City Road, this roadway segment must be widened to six lanes. This improvement is included in the 2035 MTP but is not included in the Sacramento County General Plan. Improvements to this roadway segment must be implemented by Sacramento County. The identified improvement would more than offset the impacts specifically related to the Folsom South of U.S. 50 project on this roadway segment. However, because of other development in the region that would substantially increase traffic levels, this roadway segment would continue to operate at an unacceptable LOS F even with the capacity improvements identified to mitigate Folsom South of U.S. 50 impacts. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to White Rock Road between Grant Line Road and Prairie City Road (Sacramento County Roadway Segment 22).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-68	3A.15-4n (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on White Rock Road between Empire Ranch Road and Carson Crossing Road (Sacramento County Roadway Segment 28).</i></b></p> <p>To improve operation on White Rock Road between Empire Ranch Road and Carson Crossing Road, this roadway segment must be widened to six lanes. Improvements to this roadway segment must be implemented by Sacramento County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to White Rock Road between Empire Ranch</p>	Before project build out. A phasing analysis should be performed prior to approval of the first	Sacramento County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		Road and Carson Crossing Road (Sacramento County Roadway Segment 28).	subdivision map to determine during which project phase the improvement should be built.			
52-69	3A.15-4o (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the White Rock Road/Carson Crossing Road Intersection (El Dorado County 1).</i></b></p> <p>To ensure that the White Rock Road/Carson Crossing Road intersection operates at an acceptable LOS, the eastbound right turn lane must be converted into a separate free right turn lane, or double right. Improvements to this intersection must be implemented by El Dorado County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to the White Rock Road/Carson Crossing Road Intersection (El Dorado County 1).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	El Dorado County Department of Transportation.	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-70	3A.15-4p (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Caltrans Intersection 1).</i></b></p> <p>To ensure that the Hazel Avenue/U.S. 50 westbound ramps intersection operates at an acceptable LOS, the westbound approach must be reconfigured to consist of one dedicated left turn lane, one shared left through lane and three dedicated right-turn lanes. Improvements to this intersection must be implemented by Caltrans and Sacramento County. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program</p>	Before project build out. A phasing analysis should be performed prior to	Sacramento County Department of Transportation Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

		established by that agency to reduce the impacts to the Hazel Avenue/U.S. 50 Westbound Ramps Intersection (Caltrans Intersection 1).	approval of the first subdivision map to determine during which project phase the improvement should be built.			
52-71	3A.15-4q (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1).</i></b></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS between Zinfandel Drive and Sunrise Boulevard, an additional eastbound lane could be constructed. This improvement is not consistent with the Concept Facility in Caltrans State Route 50 Corridor System Management Plan; therefore, it is not likely to be implemented by Caltrans by 2030. Construction of the Capitol South East Connector, including widening White Rock Road and Grant Line Road to six lanes with limited access, could divert some traffic from U.S. 50 and partially mitigate the project's impact. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Zinfandel Drive and Sunrise Boulevard (Freeway Segment 1).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Sacramento County Department of Transportation. Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-72	3A.15-4r (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Rancho Cordova Parkway and Hazel Avenue (Freeway Segment 3).</i></b></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS between Rancho Cordova Parkway and Hazel Avenue, an additional eastbound lane could be constructed. This improvement is not consistent with the Concept Facility in</p>	Before project build out. A phasing analysis should be	Sacramento County Department of Transportation. Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to	Condition will be satisfied prior to issuance of

		Caltrans State Route 50 Corridor System Management Plan; therefore, it is not likely to be implemented by Caltrans by 2030. Construction of the Capitol South East Connector, including widening White Rock Road and Grant Line Road to six lanes with limited access, could divert some traffic off of U.S. 50 and partially mitigate the project's impact. The applicant shall pay its proportionate share of funding of improvements to the agency responsible for improvements, based on a program established by that agency to reduce the impacts to Eastbound U.S. 50 between Rancho Cordova Parkway and Hazel Avenue (Freeway Segment 3).	performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.		building permit issuance in this subdivision.	a building permit.
52-73	3A.15-4s (FPASP EIR/EIS)	<b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 5).</i></b> To ensure that Eastbound US 50 operates at an acceptable LOS between Folsom Boulevard and Prairie City Road, the eastbound auxiliary lane should be converted to a mixed flow lane that extends to and drops at the Oak Avenue Parkway off ramp (see mitigation measure 3A.15-4t). Improvements to this freeway segment must be implemented by Caltrans. This improvement is not consistent with the Concept Facility in Caltrans State Route 50 Corridor System Management Plan; therefore, it is not likely to be implemented by Caltrans by 2030. Construction of the Capitol South East Connector, including widening White Rock Road and Grant Line Road to six lanes with limited access, could divert some traffic off of U.S. 50 and partially mitigate the project's impact. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to Eastbound U.S. 50 between Folsom Boulevard and Prairie City Road (Freeway Segment 5).	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-74	3A.15-4t (FPASP EIR/EIS)	<b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on Eastbound US 50 between Prairie City Road and Oak Avenue Parkway (Freeway Segment 6).</i></b> To ensure that Eastbound US 50 operates at an acceptable LOS between Prairie	Before project build out. A phasing	Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees	Condition will be satisfied prior to

		<p>City Road and Oak Avenue Parkway, the northbound Prairie City Road slip on ramp should merge with the eastbound auxiliary lane that extends to and drops at the Oak Avenue Parkway off ramp (see Mitigation Measures 3A.15-4u, v and w), and the southbound Prairie City Road flyover on ramp should be braided over the Oak Avenue Parkway off ramp and start an extended full auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to Eastbound U.S. 50 between Prairie City Road and Oak Avenue Parkway (Freeway Segment 6).</p>	<p>analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>		<p>and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>issuance of a building permit.</p>
52-75	3A.15-4u (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the U.S. 50 Eastbound / Prairie City Road Slip Ramp Merge (Freeway Merge 6).</i></b>  To ensure that Eastbound US 50 operates at an acceptable LOS, the northbound Prairie City Road slip on ramp should start the eastbound auxiliary lane that extends to and drops at the Oak Avenue Parkway off ramp (see mitigation measure 3A.15-4u, w and x), and the southbound Prairie City Road flyover on ramp should be braided over the Oak Avenue Parkway off ramp and start an extended full auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound / Prairie City Road slip ramp merge (Freeway Merge 6).</p>	<p>Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.</p>	Caltrans	<p>This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.</p>	<p>Condition will be satisfied prior to issuance of a building permit.</p>



52-76	3A.15-4v (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on the U.S. 50 Eastbound / Prairie City Road Flyover On Ramp to Oak Avenue Parkway Off Ramp Weave (Freeway Weave 7).</i></b></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS, the northbound Prairie City Road slip on ramp should start the eastbound auxiliary lane that extends to and drops at the Oak Avenue Parkway off ramp (see mitigation measure 3A.15-4u, v and x), and the southbound Prairie City Road flyover on ramp should be braided over the Oak Avenue Parkway off ramp and start an extended full auxiliary lane to the East Bidwell Street – Scott Road off ramp. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Eastbound / Prairie City Road Flyover On Ramp to Oak Avenue Parkway Off Ramp Weave (Freeway Weave 7).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit
52-77	3A.15-4w (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 8).</i></b></p> <p>To ensure that Eastbound US 50 operates at an acceptable LOS, the southbound Oak Avenue Parkway loop on ramp should merge with the eastbound auxiliary lane that starts at the southbound Prairie City Road braided flyover on ramp and ends at the East Bidwell Street – Scott Road off ramp (see mitigation measure 3A.15-4u, v and w). Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to U.S. 50 Eastbound / Oak Avenue Parkway Loop Ramp Merge (Freeway Merge 8).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement	Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			nt should be built.			
52-78	3A.15-4x (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound / Empire Ranch Road Loop Ramp Merge (Freeway Merge 27).</i></b></p> <p>To ensure that Westbound US 50 operates at an acceptable LOS, the northbound Empire Ranch Road loop on ramp should start the westbound auxiliary lane that ends at the East Bidwell Street – Scott Road off ramp. The slip-on ramp from southbound Empire Ranch Road slip ramp would merge into this extended auxiliary lane. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50, Westbound / Empire Ranch Road loop ramp merge (Freeway Merge 27).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project phase the improvement should be built.	Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.
52-79	3A.15-4y (FPASP EIR/EIS)	<p><b><i>Participate in Fair Share Funding of Improvements to Reduce Impacts on U.S. 50 Westbound / Prairie City Road Loop Ramp Merge (Freeway Merge 35).</i></b></p> <p>To ensure that Westbound US 50 operates at an acceptable LOS, the northbound Prairie City Road loop on ramp should start the westbound auxiliary lane that continues beyond the Folsom Boulevard off ramp. The slip-on ramp from southbound Prairie City Road slip ramp would merge into this extended auxiliary lane. Improvements to this freeway segment must be implemented by Caltrans. The applicant shall pay its proportionate share of funding of improvements, as may be determined by a nexus study or other appropriate and reliable mechanism paid for by applicant, to reduce the impacts to the U.S. 50 Westbound / Prairie City Road Loop Ramp Merge (Freeway Merge 35).</p>	Before project build out. A phasing analysis should be performed prior to approval of the first subdivision map to determine during which project	Caltrans	This subdivision will pay its fair share of the following improvements with the payment of Specific Plan Infrastructure Fees (SPIF), City Traffic Impact Fees and Sacramento County Wide Transportation fees collected prior to building permit issuance in this subdivision.	Condition will be satisfied prior to issuance of a building permit.

			phase the improvement should be built.			
UTILITIES AND SERVICE SYSTEMS						
52-80	3A.16-1 (FPASP EIR/EIS)	<p><b><i>Submit Proof of Adequate On- and Off-Site Wastewater Conveyance Facilities and Implement On- and Off-Site Infrastructure Service Systems or Ensure That Adequate Financing Is Secured.</i></b></p> <p>Before the approval of the final map and issuance of building permits for all project phases, the project applicant(s) of all project phases shall submit proof to the City of Folsom that an adequate wastewater conveyance system either has been constructed or is ensured through payment of the City's facilities augmentation fee as described under the Folsom Municipal Code Title 3, Chapter 3.40, "Facilities Augmentation Fee – Folsom South Area Facilities Plan," or other sureties to the City's satisfaction. Both on-site wastewater conveyance infrastructure and off-site force main sufficient to provide adequate service to the project shall be in place for the amount of development identified in the tentative map before approval of the final map and issuance of building permits for all project phases, or their financing shall be ensured to the satisfaction of the City.</p>	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Environmental & Water Resources Department	The Phase 1 Sanitary Sewer infrastructure including the off-site sewer trunk main, the Alder Creek Parkway sewer lift station and forced main to serve this subdivision have been constructed by the FPA landowners and have been completed and accepted by the City and are currently in operation.	Yes
052-81	3A.16-3 (FPASP EIR/EIS)	<p><b><i>Demonstrate Adequate SRWTP Wastewater Treatment Capacity.</i></b></p> <p>The project applicant(s) of all project phases shall demonstrate adequate capacity at the SRWTP for new wastewater flows generated by the project. This shall involve preparing a tentative map-level study and paying connection and capacity fees as identified by SRCSD. Approval of the final map and issuance of building permits for all project phases shall not be granted until the City verifies adequate SRWTP capacity is available for the amount of development identified in the tentative map.</p>	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Environmental & Water Resources Department	The City obtained a letter from Regional San which provides verification that there is adequate capacity in the existing Regional San conveyance and treatment system to accommodate the entire Folsom Plan Area at buildout. Confirmation from Regional San was required because the Folsom Plan Area is served by the existing Regional San Lift Station on Iron Point Road. The City Sewer Lift Station and Forced Main which connects to the Regional San Lift Station has been accepted by the City and is currently in operation.	Yes
52-82	3A.18-1 (FPASP EIR/EIS)	<p><b><i>Submit Proof of Surface Water Supply Availability.</i></b></p> <p>a. Prior to approval of any small-lot tentative subdivision map subject to Government Code Section 66473.7 (SB 221), the City shall comply with that</p>	Before approval of final	City of Folsom Community Development	The owner/applicant has constructed the necessary infrastructure to provide potable water to the subdivision. The	Yes

		<p>statute. Prior to approval of any small-lot tentative subdivision map for a proposed residential project not subject to that statute, the City need not comply with Section 66473.7, or formally consult with any public water system that would provide water to the affected area; nevertheless, the City shall make a factual showing or impose conditions similar to those required by Section 66473.7 to ensure an adequate water supply for development authorized by the map.</p> <p>b. Prior to recordation of each final subdivision map, or prior to City approval of any similar project-specific discretionary approval or entitlement required for nonresidential uses, the project applicant(s) of that project phase or activity shall demonstrate the availability of a reliable and sufficient water supply from a public water system for the amount of development that would be authorized by the final subdivision map or project-specific discretionary nonresidential approval or entitlement. Such a demonstration shall consist of information showing that both existing sources are available or needed supplies and improvements will be in place prior to occupancy.</p>	maps and issuance of building permits for any project phases.	Department and City of Folsom Environmental & Water Resources Department	potable Phase 1 water infrastructure for the Folsom Plan Area has been reviewed, approved and accepted by the City and is currently in operation.	
52-83	3A.18-2a (FPASP EIR/EIS)	<p><b><i>Submit Proof of Adequate Off-Site Water Conveyance Facilities and Implement Off-Site Infrastructure Service System or Ensure That Adequate Financing Is Secured.</i></b></p> <p>Before the approval of the final subdivision map and issuance of building permits for all project phases, the project applicant(s) of any particular discretionary development application shall submit proof to the City of Folsom that an adequate off-site water conveyance system either has been constructed or is ensured or other sureties to the City's satisfaction. The off-site water conveyance infrastructure sufficient to provide adequate service to the project shall be in place for the amount of development identified in the tentative map before approval of the final subdivision map and issuance of building permits for all project phases, or their financing shall be ensured to the satisfaction of the City. A certificate of occupancy shall not be issued for any building within the SPA until the water conveyance infrastructure sufficient to serve such building has been constructed and is in place.</p>	Before approval of final maps and issuance of building permits for any project phases.	City of Folsom Community Development Department and City of Folsom Environmental & Water Resources Department	The off-site potable water infrastructure to serve the subdivision has been reviewed, approved and accepted by the City and is currently in operation. In addition, the City has verified that the off-site potable water infrastructure is adequate to serve the subdivision.	Yes
52-84	3A.18-2b (FPASP EIR/EIS)	<p><b><i>Demonstrate Adequate Off-Site Water Treatment Capacity (if the Off-Site Water Treatment Plant Option is Selected).</i></b></p> <p>If an off-site water treatment plant (WTP) alternative is selected (as opposed to the on-site WTP alternative), the project applicant(s) for any particular discretionary development application shall demonstrate adequate capacity at the off-site WTP. This shall involve preparing a tentative map-level study and paying connection and capacity fees as determined by the City. Approval of the final project map shall not be granted until the City verifies adequate water treatment capacity either is</p>	Before approval of final maps and issuance of building permits	City of Folsom Community Development Department and City of Folsom Environmental & Water Resources Department	This condition is not applicable to this subdivision. The water supply for this subdivision is provided by the City of Folsom Water Treatment Plant rather than an Off-Site Water Treatment Plant	Yes

		available or is certain to be available when needed for the amount of development identified in the tentative map before approval of the final map and issuance of building permits for all project phases. A certificate of occupancy shall not be issued for any building within the SPA until the water treatment capacity sufficient to serve such building has been constructed and is in place.	for any project phases.			
52-85	4.4-1 (Westland/ Eagle SPA)	<p><b>Conduct Environmental Awareness Training for Construction Employees.</b></p> <p>Prior to beginning construction activities, the Project Applicant shall employ a qualified biologist to develop and conduct environmental awareness training for construction employees. The training shall describe the importance of onsite biological resources, including special-status wildlife habitats; potential nests of special-status birds; and roosting habitat for special-status bats. The biologist shall also explain the importance of other responsibilities related to the protection of wildlife during construction such as inspecting open trenches and looking under vehicles and machinery prior to moving them to ensure there are no lizards, snakes, small mammals, or other wildlife that could become trapped, injured, or killed in construction areas or under equipment.</p> <p>The environmental awareness program shall be provided to all construction personnel to brief them on the life history of special-status species in or adjacent to the project area, the need to avoid impacts on sensitive biological resources, any terms and conditions required by State and federal agencies, and the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor's superintendent shall ensure that the personnel receive the mandatory training before starting work. An environmental awareness handout that describes and illustrates sensitive resources to be avoided during project construction and identifies all relevant permit conditions shall be provided to each person.</p>	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase.	City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes
52-86	4.4-7 (Westland/ Eagle SPA)	<p><b>Preconstruction Nesting Bird Survey.</b></p> <p>The Project Applicant shall conduct a preconstruction nesting bird survey of all areas associated with construction activities on the project site within 14 days prior to commencement of construction during the nesting season (1 February through 31 August). If active nests are found, a no-disturbance buffer around the nest shall be established. The buffer distance shall be established by a qualified biologist in consultation with CDFW. The buffer shall be maintained until the fledglings are capable of flight and become independent of the nest, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures are necessary. Pre-construction nesting surveys are not required for construction activity outside of the nesting season.</p>	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any	California Department of Fish and Game, and City of Folsom Community Development Department	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes

			project phase.			
52-87	3A.5-1a (Westland/ Eagle SPA)	<p><b><i>Comply with the Programmatic Agreement</i></b></p> <p>The PA for the project is incorporated by reference. The PA provides a management framework for identifying historic properties, determining adverse effects, and resolving those adverse effects as required under Section 106 of the National Historic Preservation Act. This document is incorporated by reference. The PA is available for public inspection and review at the California Office of Historic Preservation 1725 23rd Street Sacramento, CA 95816.</p>	During all construction phases	City of Folsom Community Development Department; U.S. Army Corp of Engineers;	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes
52-88	3A.5-2 (Westland/ Eagle SPA)	<p><b><i>Conduct Construction Personnel Education, Conduct On-Site Monitoring If Required, Stop Work if Cultural Resources are Discovered, Assess the Significance of the Find, and Perform Treatment or Avoidance as Required.</i></b></p> <p>To reduce potential impacts to previously undiscovered cultural resources, the project applicant(s) of all project phases shall do the following:</p> <p>Before the start of ground-disturbing activities, the project applicant(s) of all project phases shall retain a qualified archaeologist to conduct training for construction workers as necessary based upon the sensitivity of the project APE, to educate them about the possibility of encountering buried cultural resources and inform them of the proper procedures should cultural resources be encountered.</p> <p>As a result of the work conducted for Mitigation Measures 3A.5-1a and 3A.5-1b, if the archaeologist determines that any portion of the SPA or the off-site elements should be monitored for potential discovery of as-yet-unknown cultural resources, the project applicant(s) of all project phases shall implement such monitoring in the locations specified by the archaeologist. USACE should review and approve any recommendations by archaeologists with respect to monitoring.</p> <p>Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, or architectural remains be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) (identified below) shall be notified immediately. The appropriate oversight agency(ies) shall retain a qualified archaeologist who shall conduct a field investigation of the specific site and shall assess the significance of the find by evaluating the resource for eligibility for listing on the CRHR and the NRHP. If the resource is eligible for</p>	Before approval of grading or improvement plans or any ground disturbing activities, including grubbing or clearing, for any project phase.	City of Folsom Community Development Department; U.S. Army Corp of Engineers	The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.	Yes

		<p>listing on the CRHR or NRHP and it would be subject to disturbance or destruction, the actions required in Mitigation Measures 3A.5-1a and 3A.5-1b shall be implemented. The oversight agency shall be responsible for approval of recommended mitigation if it is determined to be feasible in light of the approved land uses and shall implement the approved mitigation before resuming construction activities at the archaeological site.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p> <p>The project applicant, in coordination with USACE, shall ensure that an archaeological sensitivity training program is developed and implemented during a pre-construction meeting for construction supervisors. The sensitivity training program shall provide information about notification procedures when potential archaeological material is discovered, procedures for coordination between construction personnel and monitoring personnel, and information about other treatment or issues that may arise if cultural resources (including human remains) are discovered during project construction. This protocol shall be communicated to all new construction personnel during orientation and on a poster that is placed in a visible location inside the construction job trailer. The phone number of the USACE cultural resources staff member shall also be included.</p> <p>The on-site sensitivity training shall be carried out each time a new contractor will begin work in the APE and at the beginning of each construction season by each contractor.</p> <p>If unanticipated discoveries of additional historic properties, defined in 36 CFR 800.16 (I), are made during the construction of the project, the USACE shall ensure that they will be protected by implementing the following measures:</p> <p>The Construction Manager, or archaeological monitor, if given the authority to halt construction activities, shall ensure that work in that area is immediately halted within a 100-foot radius of the unanticipated discovery until the find is examined by a person meeting the professional qualifications standards specified in Section 2.2 of Attachment G of the HPMP. The Construction Manager, or archaeological monitor, if present, shall notify the USACE within 24 hours of the discovery.</p> <p>The USACE shall notify the State Historic Preservation Officer (SHPO) within one working day of an unanticipated discovery and may initiate interim treatment measures in accordance with this HPTP. Once the USACE makes a formal determination of eligibility for the resource, the USACE will notify the SHPO within 48 hours of the determination and afford the SHPO an opportunity to comment on appropriate treatment.</p>				
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52-89	3A.5-3 (Westland/ Eagle SPA)	<p><i>Suspend Ground-Disturbing Activities if Human Remains are Encountered and Comply with California Health and Safety Code Procedures.</i></p> <p>In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, including those associated with off-site elements, the project applicant(s) of all project phases shall immediately halt all ground-disturbing activities in the area of the find and notify the Sacramento County Coroner and a professional archaeologist skilled in osteological analysis to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or public lands (California Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the NAHC by phone within 24 hours of making that determination (California Health and Safety Code Section 7050[c]).</p> <p>After the coroner's findings are complete, the project applicant(s), an archaeologist, and the NAHC-designated Most Likely Descendant shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting on notification of a discovery of Native American human remains are identified in Section 5097.9 of the California Public Resources Code.</p> <p>Upon the discovery of Native American remains, the procedures above regarding involvement of the applicable county coroner, notification of the NAHC, and identification of an Most Likely Descendant shall be followed. The project applicant(s) of all project phases shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the Most Likely Descendant has taken place. The Most Likely Descendant shall have 48 hours after being granted access to the site to inspect the site and make recommendations. A range of possible treatments for the remains may be discussed: nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment. As suggested by AB 2641 (Chapter 863, Statutes of 2006), the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains. AB 2641(e) includes a list of site protection measures and states that the project applicant(s)</p>	During all ground disturbing activities, for any project phase.	Sacramento County Coroner; Native American Heritage Commission; City of Folsom Community Development Department	<p>The City and its Environmental Compliance Consultant (Helix) have reviewed all MMRP conditions and verified compliance with this Mitigation Measure. Compliance was verified prior to commencement of grading and construction in Spring of 2020. Compliance table is on file with the City.</p> <p>No human remains have been encountered in the subdivision during grading and construction.</p>	Yes



	<p>shall comply with one or more of the following requirements:  record the site with the NAHC or the appropriate Information Center,  use an open-space or conservation zoning designation or easement, or  record a reinterment document with the county.</p> <p>The project applicant(s) or its authorized representative of all project phases shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify a Most Likely Descendant or if the Most Likely Descendant fails to make a recommendation within 48 hours after being granted access to the site. The project applicant(s) or its authorized representative may also reinter the remains in a location not subject to further disturbance if it rejects the recommendation of the Most Likely Descendant and mediation by the NAHC fails to provide measures acceptable to the landowner. Ground disturbance in the zone of suspended activity shall not recommence without authorization from the archaeologist.</p> <p>Mitigation for the off-site elements outside of the City of Folsom's jurisdictional boundaries must be coordinated by the project applicant(s) of each applicable project phase with the affected oversight agency(ies) (i.e., El Dorado and/or Sacramento Counties, or Caltrans).</p> <p>The project applicants shall be required to submit to the City proof of compliance in the form of a completed training roster and copy of training materials.</p>				
53.	<p>The Landowner acknowledges that the State adopted amendments to Section 65850 of the California Government Code (specifically Section 65850(g)), effective January 1, 2018, to allow for the implementation of inclusionary housing requirements in residential rental units, upon adoption of an ordinance by the City. The Landowner is not currently contemplating any residential rental projects within the Subject Property; however, in the event the City amends its Inclusionary Housing Ordinance with respect to rental housing pursuant to Section 65850(g), Landowner (or successor in interest) agrees that the Subject Property shall be subject to said City Ordinance, as amended, should any residential rental project be proposed within the Subject Property.</p>	OG	CD (P)	<p>The owner/applicant has acknowledged that they are currently subject to the inclusionary housing requirements in residential rental units and further acknowledged that they will be subject to any amendments to the FMC-Housing Element at such time amendments are made after January 1, 2020.</p>	Yes

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