# Agenda

## City Council Regular Meeting

Folsom City Hall | City Council Chambers, First Floor

50 Natoma Street, Folsom, CA 95630

September 09, 2025, 6:30 PM

## Welcome to Your City Council Meeting

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

### Participation

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

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

### Reasonable Accommodations

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

### How to Watch

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

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

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

**City Council Regular Meeting**
**Folsom City Hall | City Council Chambers, First Floor**
**50 Natoma Street, Folsom, CA 95630**
**www.folsom.ca.us**

**Tuesday, September 09, 2025 6:30 PM**

*Sarah Aquino, Mayor*

*Mike Kozlowski, Councilmember* — *Barbara Leary, Councilmember*
*Justin Raithel, Vice Mayor* — *Anna Rohrbough, Councilmember*

---

**AGENDA**

**CALL TO ORDER**

**ROLL CALL:**

**Councilmembers: Rohrbough, Kozlowski, Leary, Raithel, Aquino**

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

**PLEDGE OF ALLEGIANCE**

**AGENDA UPDATE**

**BUSINESS FROM THE FLOOR:**

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

**SCHEDULED PRESENTATIONS:**

1. Presentation of Spirit of Folsom Awards
2. Presentation of the 12th Annual Folsom Community Service Day
3. Presentation from Sacramento County Department of Homeless Services and Housing Regarding Proposed Homeless Partnership Model

**CONSENT CALENDAR:**

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

4. Approval of the August 26, 2025 City Council Regular Meeting Minutes

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

6. Ordinance No. 1356 – An Uncodified Ordinance Adopting Prima Facie Speed Limits on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway (Second Reading And Adoption)

7. Resolution No. 11455 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 23-049) with Water Systems Consulting, Inc. for $31,464 with $15,732 from the Water Impact Fee Fund (Fund 456) and $15,732 from the Water Operating Fund (Fund 520) for the City of Folsom Water Vision and Appropriation of Funds

8. Resolution No. 11457 – A Resolution Authorizing the City Manager to Execute an Agreement with Western Systems, Inc. for $160,906.25 from the Transportation Improvement Fund (Fund 446) to Purchase Cabinets at Four Locations for the Flashing Yellow Arrow Trial Project

**NEW BUSINESS:**

9. Resolution No. 11454 - A Resolution Authorizing the City Manager to Execute an Agreement with ARB, Inc. for $3,101,298 from the Sewer Operating Fund (Fund 530) for the Construction of the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds

10. Resolution No. 11456 - A Resolution Authorizing the City Manager to Execute an Agreement with Dewberry Engineers Inc. for $541,442 from the Sewer Operating Fund (Fund 530) for Construction Management and Inspection Services for the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds

11. Resolution No. 11458 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit

12. Resolution No. 11459 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the International Union of Operating Engineers, Local 39

13. Resolution No. 11460 - A Resolution Approving the Formation of the Fire Services Exploratory Committee and Appointing Two Members of the City Council to Serve on the Committee

**CITY MANAGER REPORTS**

**COUNCIL COMMENTS**

**ADJOURNMENT**

---

*NOTICE: Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and*

*deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any "Business from the Floor," follow the same procedure described above. Please limit your comments to three minutes or less.*

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

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

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

*This meeting of the City Council is recorded with closed captioning. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable system, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The recording will also be video streamed at metro14live.saccounty.gov.The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website www.folsom.ca.us.*

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

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

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Scheduled Presentations |
| **SUBJECT:** | Presentation of Spirit of Folsom Awards |
| **FROM:** | City Manager's Office |

**RECOMMENDATION / CITY COUNCIL ACTION**
The Folsom City Council will recognize the 2025 Spirit of Folsom Award recipients.

**BACKGROUND / ISSUE**
The Folsom City Council regularly celebrates community members for their outstanding service, dedication, and commitment to making Folsom a better place for all.

On January 23, 2024, the Folsom City Council established an annual community service award and recognition program to formalize and expand efforts to spotlight those who have significantly contributed to the Folsom community. The City presented the inaugural Spirit of Folsom Award program in September 2024.

Planning for the second annual Spirit of Folsom Award began in July 2025, and a call for nominations was issued to the public. As part of this program, each City Councilmember nominates one recipient from their respective district, resulting in five honorees each year. Applicants may nominate themselves or another individual. A City Councilmember may select his/her own nominee. Eligible nominees must be a resident, volunteer, employee of a Folsom business, or a student enrolled in a school within the City of Folsom. The City's website provides details about the nomination, application, and selection process.

Award recipients will be honored with an award at the September 9 Folsom City Council meeting. Their achievements will be displayed at Folsom City Hall and highlighted on the City's website, newsletter, and social media platforms.

2025 Spirit of Folsom Award Winners:

- Beth Graybill, nominated by Mayor Sarah Aquino
- Tom Handy, nominated by Vice Mayor Justin Raithel

- Kathy Cole, nominated by Councilmember Mike Kozlowski
- Michael Raffetto, nominated by Councilmember Barbara Leary
- Joanne Brausch, nominated by Councilmember Anna Rohrbough

Submitted,

Christine Brainerd, Communications Director

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Scheduled Presentations |
| **SUBJECT:** | Presentation of the 12th Annual Folsom Community Service Day |
| **FROM:** | Parks and Recreation Department |

**BACKGROUND / ISSUE**

The Community Service Day Steering Committee will provide a brief overview of the upcoming 12th Annual Folsom Community Service Day to be held on Saturday, September 20 beginning at Lakeside Church.

The presentation will be delivered by Sandy Econome, Chair of the Folsom Community Service Day Steering Committee and Tom Hellmann, Recreation & Community Services Manager.

**RECOMMENDATION / CITY COUNCIL ACTION**

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

Submitted,

Kelly Gonzalez, Parks & Recreation Director

*This page is intentionally left blank to facilitate double-sided printing and minimize paper use.*

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Scheduled Presentations |
| **SUBJECT:** | Presentation from Sacramento County Department of Homeless Services and Housing Regarding Proposed Homeless Partnership Model |
| **FROM:** | City Clerk's Department |

**ACTION:**

Representatives from the Sacramento County Department of Homeless Services and Housing will make a presentation to the City Council.

Respectfully submitted,

City Clerk’s Department

# Recommended Sacramento Homeless & Housing Partnership Structure
September, 2025

## Existing Elected Bodies

Board of Supervisors | Citrus Heights Council | Elk Grove Council | Folsom Council | Galt Council | Isleton Council | Rancho Cordova Council | Sacramento Council

Elected bodies set jurisdictional policies and budgets to align with SHHB goals and priorities and direct jurisdictional staff

*Recommends and advises on programs and projects to align with SHHB vision*

*Participating jurisdictions appoint from own ranks*

### Continuum of Care (CoC)

## Sacramento Homeless & Housing Board (SHHB)

*(also acting as the Continuum of Care Board)*

Sets strategic vision, regional goals, targets, and funding priorities for preventing and ending homelessness, including housing development & rental assistance programs.

*advise* / *delegate*

Sub-committee | Sub-committee | Sub-committee
Sub-committee | Sub-committee | Sub-committee

Appointed from broader CoC membership to provide diverse voices & expertise to CoC work
Inclusive of CoC aligned committees (PIT, HMIS data security, etc.) and community focused (Encampment Work, Employment/Education, etc.)

Broad coalition of community organizations and individuals collectively working to prevent and end homelessness.

*Develops system performance goals, establishes CoC funding priorities*

*Shares data & program outcomes, advises on best practices and program needs*

*Dedicated, professional staff support the coordination of work, tracking outcomes and messaging impacts of new model*

## Strategic Leadership Group (SLG)

Leadership from County & Cities | Collaborative Applicant Leadership | Housing Authority Leadership

Supports alignment in implementation across regional partners, focusing on cross-agency/department strategic coherence. Lifts up new opportunities for funding, housing and homeless programs to SHHB for consideration.

## Direct Programs & Services

*(including CBO and government operated)*

# City Council Regular Meeting

## MINUTES

### Tuesday, August 26, 2025 6:30 PM

**CALL TO ORDER**

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

**ROLL CALL:**

| | |
|---|---|
| Councilmembers Present: | Justin Raithel, Vice Mayor<br>Anna Rohrbough, Councilmember<br>Michael Kozlowski, Councilmember<br>Barbara Leary, Councilmember<br>Sarah Aquino, Mayor |
| Councilmembers Absent | None |

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was recited.

**AGENDA UPDATE**

City Attorney Steven Wang advised that Item No. 6 has been continued off calendar.

**BUSINESS FROM THE FLOOR:**

There were no requests to speak under this item.

**SCHEDULED PRESENTATIONS:**

1. Mid-Cycle Housing Element and Housing Fund Update

Community Development Senior Planner Stephanie Henry made a presentation and responded to questions from the City Council. Finance Director Stacey Tamagni, Community Development Director Pam Johns and Community Development Planning Manager Desmond Parrington provided additional information.

**CONSENT CALENDAR:**

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

2. Approval of the August 12, 2025 Special and Regular Meeting Minutes

3. Ordinance No. 1355 – An Ordinance of the City of Folsom Adding Chapter 8.39, "Unlawful Behavioral Nuisances", to the Folsom Municipal Code to Prevent, Remove, and Abate Behavioral Nuisances that Negatively Affect People, Properties, and Businesses in the Community (Second Reading and Adoption)

4. Pulled for discussion

5. Resolution No. 11440 - A Resolution Authorizing the City Manager to Accept a Cannabis Tax Fund Grant Program Offered by the California Highway Patrol, in the Amount of $248,391.30 to Reduce and Mitigate the Impacts of Impaired Driving, Provide DUI Enforcement and Training, Police Vehicles and Appropriation of Funds in the General Fund (Fund 010)

6. Resolution No. 11450 – A Resolution Authorizing Public Fireworks Displays During the Sacramento County Sheriff's Rodeo on October 4, 2025 ***(Pulled off calendar)***

7. Resolution No. 11451 - A Resolution Accepting a Grant of $42,000 from the Community Development Block Grant (CDBG) Program for the Glenn Drive and School Street Intersection Improvements Project, Project No. 2409, and Authorizing the City Manager to Execute Construction Change Order No.1 with B&M Civil LLC in the amount of $38,082 and Appropriation of Funds in the CDBG Fund (Fund 201)

8. Pulled for discussion

9. Resolution No. 11453 - A Resolution Authorizing the City Manager to Execute a Two-Year Agreement with 2040 Enterprise LLC, dba Bio-One Sacramento, for $157,456 from the General Fund (010) for Homeless Encampment Cleanup Projects at Various Locations Throughout the City of Folsom

**Motion by Councilmember Kozlowski, second by Councilmember Leary to approve the Consent Calendar Item Nos. 2-3, 5, 7 and 9. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

**PULLED FOR DISCUSSION:**

4. Resolution No. 11438 – A Resolution Adopting An Initial Study and Mitigated Negative Declaration (IS/MND) for the Willow Hill Dam Valve Replacement Project and Approval of Project

Vice Mayor Raithel pulled this item to inquire about the fence. Environmental Water and Resources Director Marcus Yasutake responded.

**Motion by Vice Mayor Raithel second by Councilmember Leary to approve Resolution No. 11438. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

8. Resolution No. 11452 - A Resolution Authorizing the City Manager to Execute a Design and Engineering Consultant Services Agreement with R.E.Y. Engineers, Inc. in the amount of $659,964 using $400,000 from a Federal Grant and $259,964 from the Transportation Improvement Fund (Fund 446) and Authorize a Partial Notice to Proceed for Project Approval and Environmental Design (PA/ED) Tasks for an Amount Not to Exceed $281,278 for the Riley Street Safety Improvement Project, Project No. PW2101, and Appropriation of Funds in the Transportation Improvement Fund (Fund 446)

Councilmember Kozlowski pulled this item for project cost clarification. Public Works Senior Civil Engineer Ryan Neves made a presentation and responded to questions from the City Council. City Manager Bryan Whitemyer provided additional information.

**Motion by Councilmember Kozlowski second by Vice Mayor Raithel to approve Resolution No. 11452. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

**PUBLIC HEARING:**

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

Community Development Planning Manager Desmond Parrington made a presentation and responded to questions from the City Council. City Attorney Steven Wang and City Engineer Rebecca Neves provided additional information.

Mayor Aquino opened the public hearing at 7:56 pm.

Elliot Homes Vice President Price Walker addressed the City Council.

The public hearing was closed at 7:59 pm.

**Motion by Councilmember Kozlowski, second by Vice Mayor Raithel to introduce Ordinance No. 1354. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

11. Ordinance No. 1356 – An Uncodified Ordinance Adopting Prima Facie Speed Limits on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway (Introduction and First Reading)

Public Works Senior Civil Engineer Zach Bosch made a presentation and responded to questions from the City Council.

Mayor Aquino opened the public hearing at 8:05 pm. Hearing no speakers, the public hearing was closed.

**Motion by Councilmember Leary second by Councilmember Rohrbough to introduce Ordinance No. 1356. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

**NEW BUSINESS:**

12. Appointment of At-Large Planning Commissioner to Serve the Remainder of the Term Expiring in December 2026

City Clerk Christa Freemantle made a brief presentation.

The following speakers addressed the City Council:

1. Marko Mlikotin
2. Amanda Ross

Mayor Aquino, Councilmember Kozlowski, and Councilmember Leary voted for Amanda Ross.

Vice Mayor Raithel and Councilmember Rohrbough voted for Marko Mlikotin.

Amanda Ross was appointed. Mayor Aquino congratulated Ms. Ross and thanked everyone for their interest.

13. Resolution No. 11449 - A Resolution of the City Council Declaring a Portion of APN 071-0190-076-0000 as Exempt Surplus Land and Authorizing Disposition of Said Land Through Property Exchange.

Community Development Associate Planner Josh Kinkade made a presentation and responded to questions from the City Council. City Engineer Rebecca Neves and Community Development Director Pam Johns provided additional information.

**Motion by Vice Mayor Raithel, second by Councilmember Leary to approve Resolution No. 11449. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

14. Resolution No. 11427 - A Resolution of the City Council of the City of Folsom Approving the Affordable Housing Loan Program Guidelines to Establish a Clear Framework for Providing Financial Assistance to Affordable Housing Projects, Funded by Folsom Housing Fund (Fund 238) and Housing Trust Fund (Fund 221)

Community Development Senior Planner Stephanie Henry made a presentation and responded to questions from the City Council. Finance Director Stacey Tamagni and Community Development Director Pam Johns provided additional information.

**Motion by Vice Mayor Raithel, second by Councilmember Leary to approve Resolution No. 11427. Motion passed by the following roll-call vote:**

**AYES: Raithel, Rohrbough, Kozlowski, Leary, Aquino**
**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

## CITY MANAGER REPORTS

City Manager Bryan Whitemyer congratulated Rebecca Neves on her appointment as Public Works Director. He announced the reopening of the Oak Parkway Trail and invited the public to help name the new park on Empire Ranch Road.

He reported on Fire and Police Department activities and warned residents about phone scams.

## COUNCIL COMMENTS

Councilmember Leary recognized Jake's Journey Home for successful fundraising work and commended Jeanne Shuman. She expressed appreciation for the postponement of the proposed fireworks at the October rodeo event, thanking Mayor Aquino for her role in addressing concerns.

Councilmember Rohrbough highlighted the strong community turnout at the Castle Park celebration and thanked Joanne Brausch and the Parks & Recreation Department for their efforts toward community engagement.

Councilmember Kozlowski congratulated both high school football teams on their season-opening wins and noted upcoming cross-country meets. He shared highlights from attending a Sacramento State basketball fundraiser.

Vice Mayor Raithel noted strong community support for the Castle Park fundraiser. He provided an update on the Sacramento Transportation Authority (STA) meeting, highlighting safety concerns with the I-Street Bridge and the STA's potential funding role in accelerating its replacement.

Mayor Aquino acknowledged the recent Sacramento Metropolitan Air Quality Management District ceremony at City Hall and commended city staff for their outstanding support. She congratulated Rebecca Neves on her appointment as Public Works Director and thanked Environmental and Water Resources Director Marcus Yasutake for managing multiple roles recently as the interim Public Works Director and the Interim City Manager. Lastly, she extended birthday wishes to Vice Mayor Raithel.

## ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 8:54 pm.

SUBMITTED BY:

_____
Christa Freemantle, City Clerk

ATTEST:

_____
Sarah Aquino, Mayor

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Consent Calendar |
| **SUBJECT:** | Ordinance No. 1354 - An Uncodified Ordinance of the City of Folsom Approving a Development Agreement by and between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. Relating to the Development known as "Broadstone Crossing Phase II" (Second Reading and Adoption) |
| **FROM:** | Community Development Department |

**RECOMMENDATION / CITY COUNCIL ACTION**

Conduct a second reading and adopt the uncodified Ordinance No. 1354 approving the Development Agreement between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. for public improvements for the Broadstone Crossing Phase II project.

**BACKGROUND / ISSUE**

On August 26, 2025, City Council made findings and determined that the proposed Ordinance amendment is exempt from CEQA and introduced and held the first reading of the Ordinance No. 1354 approving the Development Agreement between the City of Folsom and Broadstone Crossing Phase II, LLC and Elliott Homes, Inc. for public improvements for the Broadstone Crossing Phase II project. No changes have been made since the first reading on August 26.

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

Condition of Approval 42 – Access and Circulation:
In accordance with the Broadstone Crossing Phase II Transportation Impact Study (TIS) dated November 12, 2024, prepared by T. Kear Transportation Planning & Management, Inc. and based on the recommendations of the City Engineer, the developer/owner shall be responsible for the traffic, access, signal coordination, and circulation measures set forth in the TIS to the satisfaction of the Community Development Department:

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

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

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

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

## POLICY / RULE

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

## ANALYSIS

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

construction of a pedestrian bridge across East Bidwell Street to the Palladio. The developer has requested, and City staff have agreed, to have the City construct these improvements[1] as part of a Capital Improvement Project (CIP) so long as the developer funds the design and construction of these public improvements and also provides their fair share contribution of $2.5 million toward the pedestrian overcrossing. This agreement sets out the terms and conditions of payment as well as the design, construction and schedule for the improvements.

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

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

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

Key terms of the agreement include:

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

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

- Any actual costs in excess of the total deposit amount will be reimbursed by the Developer within 30 days of receipt of an invoice from the City.
- To the extent that other projects in the area also require and benefit from these same public improvements, City has agreed to use its best efforts to condition other projects to contribute their fair share toward the cost of the public improvements.
- A commitment to complete the public improvements within 5 years barring unexpected delays caused by other government agencies, utility companies, environmental clearance or right-of-way acquisition.
- Fair share contributions collected from other projects will be used to reimburse developer for the upfront payment of costs for the improvements.

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

## COMMISSION RECOMMENDATION

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

**FINANCIAL IMPACT**

While the City has agreed to undertake these public improvements, the developer has agreed in the Development Agreement to cover the full cost of the public roadway improvements so that there is no impact to the General Fund. For the pedestrian overcrossing, the developer is providing a fair share contribution in an amount not to exceed $2.5 million. City staff anticipates securing regional, state or federal grant funding to cover the rest of the cost of the pedestrian overcrossing project. As a result, there would be no impact to the General Fund.

**ENVIRONMENTAL REVIEW**

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

**ATTACHMENTS**

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

Submitted,

PAM JOHNS
Community Development Director

# Attachment 1

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

# ORDINANCE NO. 1354

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 9th day of September, 2025 by the following vote, to wit:

AYES: Councilmember(s)

NOES: Councilmember(s)

ABSENT: Councilmember(s)

ABSTAIN: Councilmember(s)

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

# Exhibit A
# to
# Ordinance No. 1354

RECORDING
REQUESTED BY AND
WHEN RECORDED,
MAIL TO:

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

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

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF FOLSOM**

**AND**

**BROADSTONE CROSSING PHASE II, LLC**

**AND**

**ELLIOTT HOMES, INC.**

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

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

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE 1

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.4** **Exhibits**. Exhibits to this Agreement are as follows:

Exhibit "A" Subject Property

Exhibit "B" Intentionally Deleted

Exhibit "C" Preliminary Area for Pedestrian Overcrossing

Exhibit "D" Conditions of Approval

Exhibit "E" Transportation Impact Study

Exhibit "F" Assumption Agreement

Exhibit "G" Estimated Costs of Public Improvements excluding Pedestrian Overcrossing

Exhibit "H" Parcels Potentially Subject to Fair Share Contribution

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.20 Severability**. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either party may terminate this Agreement by providing written notice thereof to the other party.

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

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

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

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

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

**(b)** Adopt and apply utility charges.

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

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

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

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

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

## ARTICLE 2

## PUBLIC IMPROVEMENTS

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

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

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

(1) Payment for the design;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# ARTICLE 3

## DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

CITY OF FOLSOM,
a Municipal Corporation

Dated: _____, 2025

By: _____
Mayor

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

By: _____

Dated: _____, 2025

_____
PRINT NAME

ELLIOTT HOMES, INC., an Arizona Corporation

By: _____
Harry Elliott III

Dated: _____, 2025

Its: President

APPROVED AS TO CONTENT:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTESTS:

_____
Finance Director

_____
City Clerk

_____
Director of Community Development

_____
Director of Public Works

**NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.**
A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

## LIST OF EXHIBITS

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

**EXHIBIT "A"**

**SUBJECT PROPERTY**

**EXHIBIT "A"**
**LEGAL DESCRIPTION**
**PAGE 1 OF 1**

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

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

**EXHIBIT "B"**

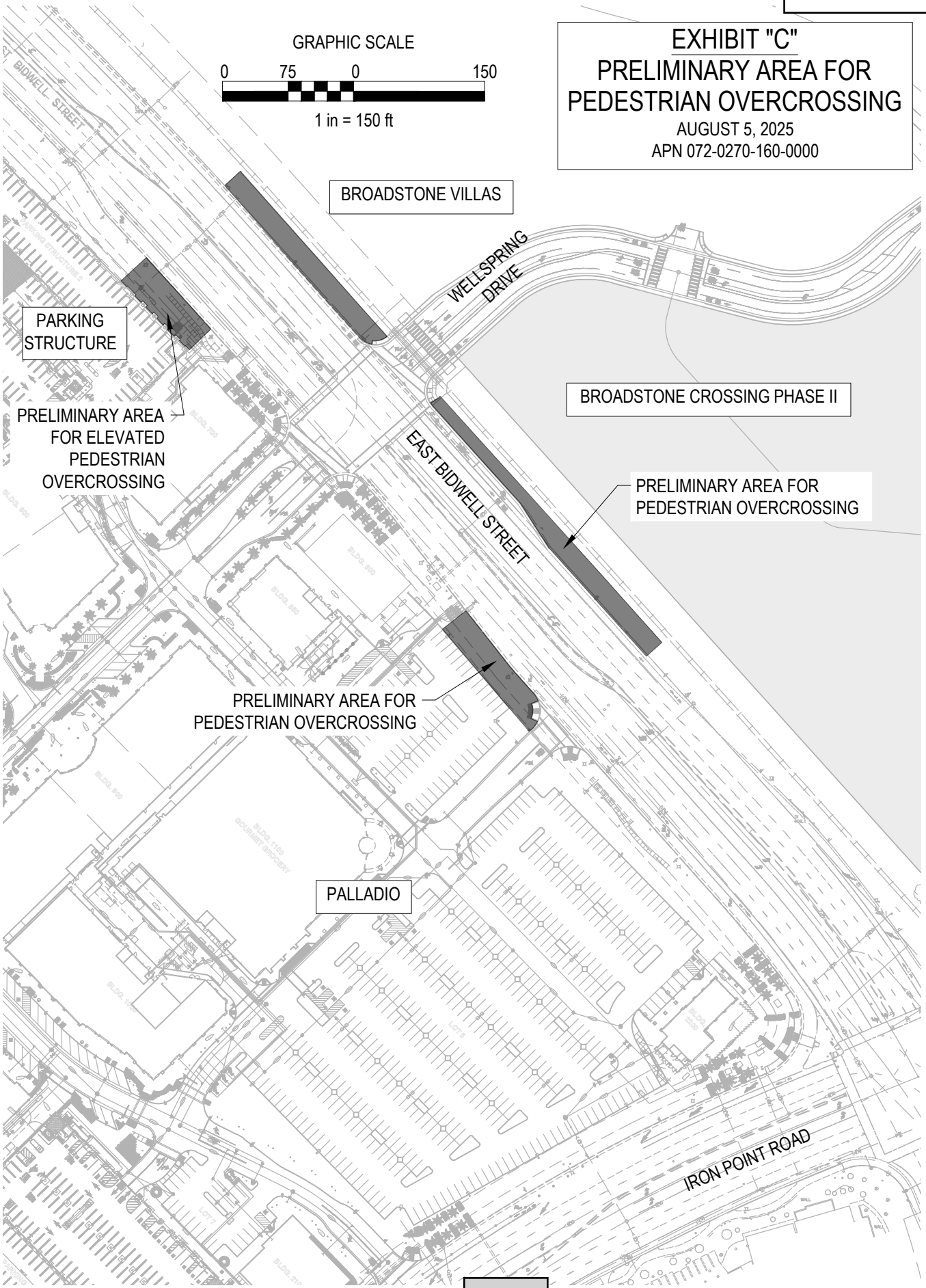
**INTENTIONALLY DELETED**

# EXHIBIT "C"

## PRELIMINARY AREA FOR PEDESTRIAN OVERCROSSING

# EXHIBIT "C"
## PRELIMINARY AREA FOR PEDESTRIAN OVERCROSSING

AUGUST 5, 2025
APN 072-0270-160-0000




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

# EXHIBIT "D"

## CONDITIONS OF APPROVAL

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

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

| CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143)<br>NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD<br>VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT | | | | |
|---|---|---|---|---|
| **Condition No.** | | **Condition of Approval** | **When Required** | **Responsible Department** |
| 5. | | ***Indemnity for City***<br>The owner/applicant shall protect, defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other applicable statutes of limitation. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:<br>• The City bears its own attorney's fees and costs; and<br>• The City defends the claim, action or proceeding in good faith<br>The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant. The owner/applicant's obligations under this condition shall apply regardless of whether the site development proceeds and/or a Parcel Map is ultimately recorded with respect to this project. | OG | CD (E)(B)<br>PW, PR, FD,<br>PD |
| **DEVELOPMENT COSTS AND FEE REQUIREMENTS** | | | | |
| 6. | | ***Applicable Taxes, Fees, and Charges***<br>The owner/applicant shall pay all applicable taxes, fees and charges for the project at the rate and amount in effect at the time such taxes, fees and charges become due and payable. | OG | CD (P)(E) |
| 7. | | ***Existing Assessments***<br>If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees. | OG | CD (E) |

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

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

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

| CONDITIONS OF APPROVAL FOR THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143)<br>NORTHEAST CORNER OF THE INTERSECTION OF EAST BIDWELL STREET AND IRON POINT ROAD<br>VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT | | | | |
|---|---|---|---|---|
| **Condition No.** | | **Condition of Approval** | **When Required** | **Responsible Department** |
| 22. | | ***Replacement of Damaged Facilities***<br>The owner/applicant shall be responsible for replacing any and all damaged or hazardous public sidewalk, curb and gutter, and/or bicycle trail facilities along the site frontage and/or boundaries, including pre-existing conditions and construction damage, to the satisfaction of the Community Development Department. | OG | CD (E) |
| 23. | | ***Off-Site Improvements / Rights of Entry***<br>For any improvements constructed on private property that are not under the ownership or control of the owner/applicant, all rights-of-entry, and if necessary, a permanent easement shall be obtained and provided to the City. All rights of entry, construction easements, either permanent or temporary and other easements shall be fully executed by all affected parties and shall be recorded with the Sacramento County Recorder, where applicable, prior to approval of grading and/or improvement plans. | G, I | CD (E) |
| 24. | | ***Reimbursement for Public Improvements***<br>Any reimbursement for public improvements constructed by the applicant shall be in accordance with a formal reimbursement agreement entered into between the City and the owner/applicant prior to approval of the improvement plans. | I | CD (E) |
| 25. | | ***Retaining Walls and Seat Walls***.<br>The final location, design, height, materials, and colors of all retaining walls and seat walls shall be subject to review and approval by the Community Development Department to ensure consistency with the Broadstone Unit No. 3 Specific Plan and the Broadstone Crossing II Planned Development Permit (MSTR23-00143). | G, I | CD (E) |
| 26. | | ***State and Federal Permits***<br>The owner/applicant shall obtain all required State and Federal permits and provide evidence that said permits have been obtained, or that the permit is not required, subject to staff review prior to approval of any grading or improvement plan. | G, I | CD (P)(E) |

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

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

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

| LANDSCAPE REQUIREMENTS | | | | |
|---|---|---|---|---|
| 33. | | ***Landscaping Plans***<br>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.<br><br>Landscaping shall comply and implement water efficient requirements as adopted by the State of California (Assembly Bill 1881) (State Model Water Efficient Landscape Ordinance) until such time the City of Folsom adopts its own Water Efficient Landscape Ordinance at which time the owner/applicant shall comply with any new ordinance. Shade and ornamental trees shall be maintained according to the most current American National Standards for Tree Care Operations (ANSI A-300) by qualified tree care professionals. Tree topping for height reduction, view protection, light clearance or any other purpose shall not be allowed. Specialty-style pruning, such as pollarding, shall be specified within the approved landscape plans and shall be implemented during a 5-year establishment and training period.<br><br>The owner/applicant shall comply with city-wide landscape rules or regulations on water usage. The owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions on all landscaping in the Broadstone Crossing Phase II project. | I, OG | CD(P), PW |
| 34. | | ***Landscape Maintenance***<br>The owner/applicant shall be responsible for on-site landscape maintenance throughout the life of the project to the satisfaction of the Community Development Department. Vegetation or planting shall not be less than that depicted on the final landscape plan unless tree removal is approved by the Community Development Department because the spacing between trees will be too close on center as they mature. | B, OG | CD (P)(E) |

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

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

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

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

| | | | | |
|---|---|---|---|---|
| 45. | | ***Railroad Crossings***<br>The owner/applicant shall cooperate with the City to obtain written approval from the Sacramento Placerville Transportation Corridor-Joint Powers Authority (SPTC-JPA) for any proposed crossings within the existing JPA corridor which parallels East Bidwell Street. The owner/applicant shall provide written approval from the SPTC-JPA, and as required by the Public Utilities Commission (PUC) to the City prior to construction of any improvements within the JPA corridor. | I | CD (P)(E), PW |
| **DRY UTILITY REQUIREMENTS** | | | | |
| 46. | | ***Coordination with Utility Agencies***<br>The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.). | OG | PR, PW |
| 47. | | ***Dry Utility Connections***<br>Future dry utility connection services (electrical, gas, telephone, etc.) for new buildings shall be placed underground at the project site. | B | CD (E) |
| 48. | | ***Future Utility Lines***<br>All future utility lines lower than 69 KV that are to be built within the project, shall be placed underground within and along the perimeter of the project at the developer's cost. The owner/applicant shall dedicate to SMUD all necessary underground easements for the electrical facilities that will be necessary to service development of the project. | I, O | CD (E) |

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

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

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

| | | | | |
|---|---|---|---|---|
| 57. | | ***Sacramento-Yolo Mosquito & Vector Control District Requirements***<br>a. All stormwater and drainage features including but not limited to outfalls, catch basins, detention basins, and bioretention areas, shall be designed to be in compliance pursuant to the California Health and Safety Code (HSC 2060) to discourage or eliminate mosquito breeding".<br>b. Ensure that any stormwater drainage features do not hold water for more than 72 hours and emergent vegetation is maintained to prevent mosquito breeding and harborage. (Please refer to the District's BMP manual SW-10).<br>c. Construct shoreline perimeters of the planters as steep as possible to discourage dense plant growth. (Please refer to the District's BMP manual SW-1).<br>d. Ensure that District staff have complete unobstructed access to conduct mosquito control activities in Broadstone Crossing Phase II and to all stormwater, bio-retention, and water quality planters. | B, OG | CD (E) |
| **ENVIRONMENTAL AND WATER RESOURCE REQUIREMENTS** | | | | |
| 58. | | ***Water Conservation***<br>The owner/applicant shall be subject to all requirements established by Folsom Municipal Code (FMC, Chapter 13.26, Water Conservation) relative to water conservation. | I, OG | CD (E), EWR |
| 9. | | ***On-Site Water and Sewer***<br>The on-site water and sewer systems shall be privately owned and maintained. The fire protection system shall be separate from the domestic water system. The fire system shall be constructed to meet the National Fire Protection Association Standard 24. The domestic water and irrigation system shall be metered per City of Folsom *Standard Construction Specifications*. | I | CD (E) |
| 60. | | ***Water Meter Fixed Network System***<br>The owner owner/applicant shall pay for, furnish and install all infrastructure associated with the water meter fixed network system for any City-owned and maintained water meters within the project. | I | CD (E), EWR |

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

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

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

| | | | | |
|---|---|---|---|---|
| 75. | | ***Fugitive Dust Control***<br>Control of fugitive dust is required by District Rule 403 and enforced by SMAQMD staff. The owner/applicant shall implement the following measures as identified by the SMAQMD:<br><br>• 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.<br><br>• 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.<br><br>• 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.<br><br>• Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).<br><br>• 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.<br><br>• Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.<br><br>Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated. | G, I, B | CD (P)(E)(B) |

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

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

| FIRE DEPARTMENT REQUIREMENTS | | | | |
|---|---|---|---|---|
| 83. | | ***All-Weather Access, Fire Hydrants, Fire Protection Devices, and Addressing***<br>• Commercial Fire-Flow with Automatic Fire Sprinkler System: The required fire-flow for the project is determined to be 750 GPM for three hours. The reduced fire-flow shall not be less than 1,000 GPM for commercial buildings with automatic sprinkler systems per Section 903.1.1 of the CFC, and shall not be less than 1,500 GPM for commercial buildings with automatic sprinkler systems per Section 903.3.1.2 of the CFC.<br>• All public streets shall meet City of Folsom Street Standards unless an alternative is specifically included within this approval. All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material storage or vertical construction is allowed. All-weather access is defined as 6" of compacted AB from May 1 to September 30 and 2"AC over 6" AB from October 1 to April 30.<br>• The commercial buildings shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal.<br>• Prior to the issuance of any improvement plans or building permits, the Community Development and Fire Departments shall review and approve all detailed design plans for accessibility of emergency fire equipment, fire hydrant flow location, and other construction features.<br>• All fire protection devices shall be designed to be located on site: fire hydrants, fire department connections, post indicator valves, etc. cannot be used to serve the building. A water model analysis that proves the minimum fire flow will be required before any permits are issued. The fire sprinkler riser location shall be inside a Fire Control Room (5' X 7' minimum) with a full-sized 3'-0" door. This room can be a shared with other building utilities. The room shall only be accessible from the exterior. | G, I, B | CD (P), FD |
| 84. | | ***Illuminated Addresses***<br>The building shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal. | I | FD |

| | | | | |
|---|---|---|---|---|
| 85. | | ***Fire Plan Review***<br>Prior to the issuance of any improvement plans or building permits, the Community Development and Fire Departments shall review and approve all detailed design plans for accessibility of emergency fire equipment, fire hydrant flow location, and other construction features. | I, B | FD |
| 86. | | ***Fire Protection***<br>All fire protection devices shall be designed to be located on site: fire hydrants, fire department connections, post indicator valves, etc. off-site devices cannot be used to serve the building. A water model analysis that proves the minimum fire flow will be required before any permits are issued. The fire sprinkler riser location shall be inside a Fire Control Room (5' X 7' minimum) with a full-sized 3'-0" door. This room can be a shared with other building utilities. The room shall only be accessible from the exterior. | I, B | FD |
| 87. | | ***Emergency Access***<br>All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material or vertical construction is allowed on site. All-weather access is defined as 6" of compacted AB from May 1 to September 30 and 2"AC over 6" AB from October 1 to April 30. | I | FD |
| **POLICE/SECURITY REQUIREMENT** | | | | |
| 88. | | ***Police Requirements***<br>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:<br>• 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.<br>• Security measures for the safety of all construction equipment and unit appliances.<br>• Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting. | G, I, B | PD |

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

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

**EXHIBIT "E"**

**TRANSPORTATION IMPACT STUDY**

P23290

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

## Folsom, California

Prepared for:

City of Folsom

Helix Environmental, Inc., and

Elliott Homes

Prepared By

T. KEAR
TRANSPORTATION PLANNING
& MANAGEMENT, INC.

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




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

(This page intentionally left blank)

# REVISION HISTORY

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

# EXECUTIVE SUMMARY

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

## Project Description

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

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

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

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

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

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

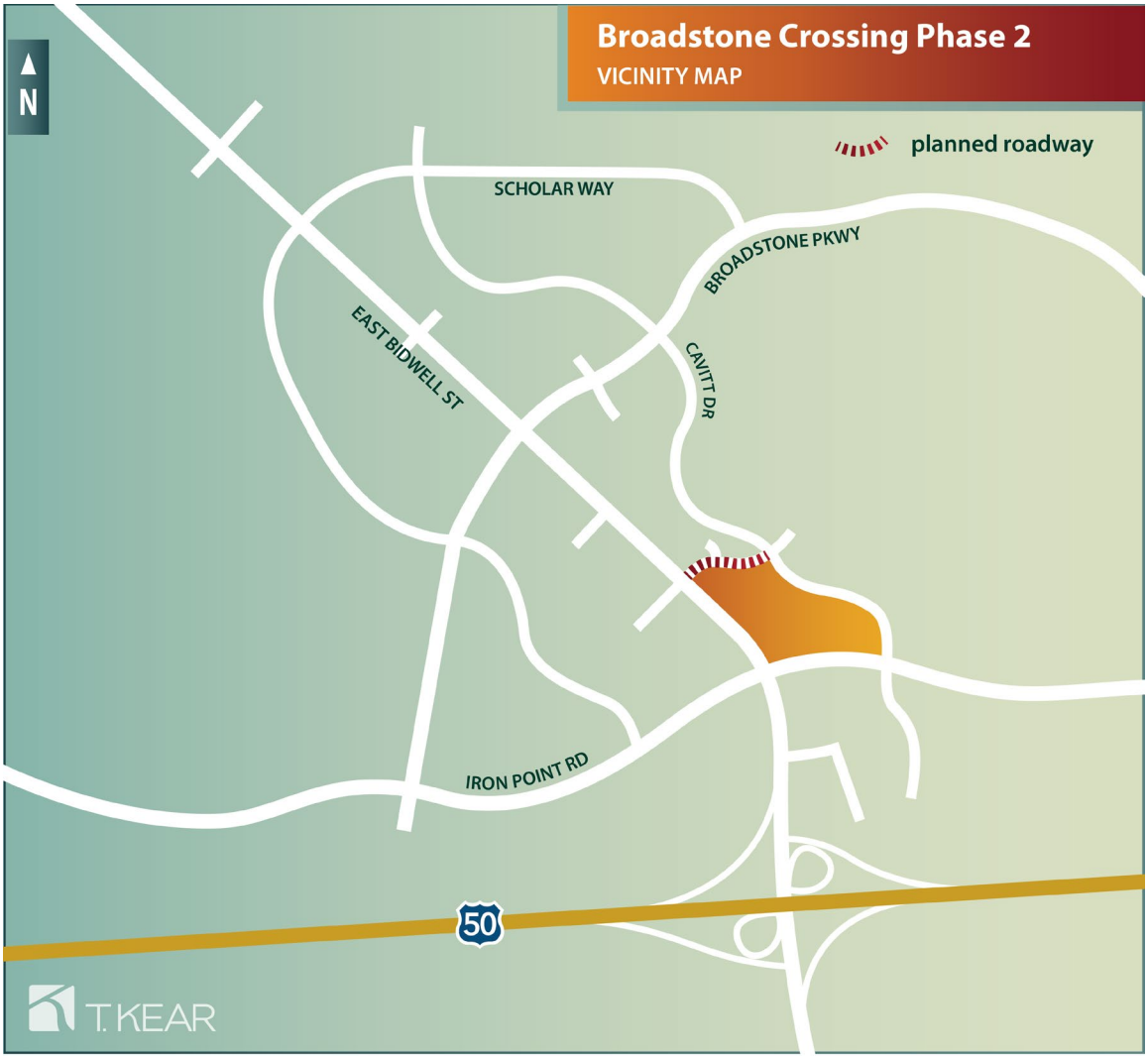



**Figure ES-1. Broadstone Crossing Phase II vicinity map**

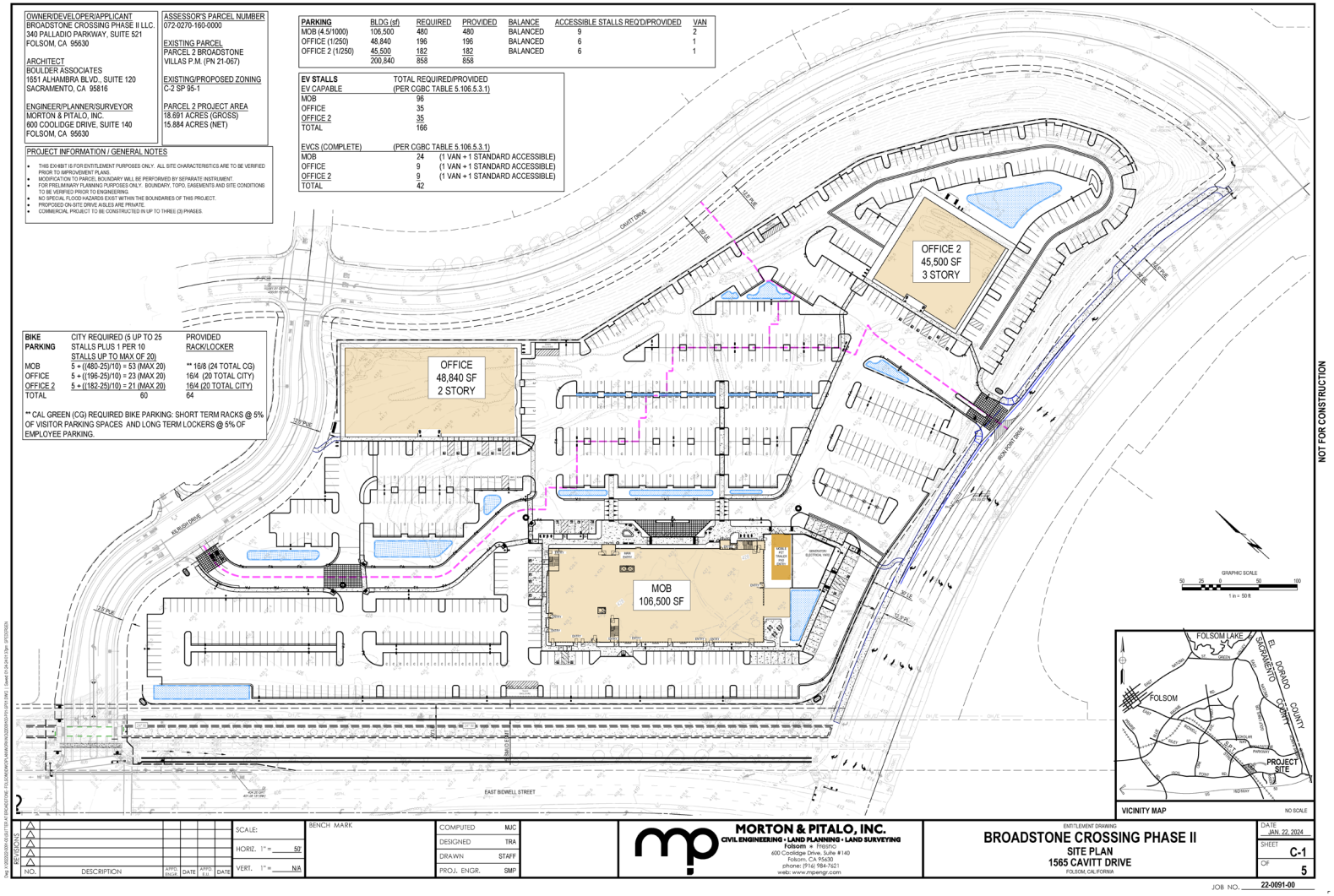



**Figure ES-2. Preliminary site plan**

## Analysis Scope

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

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

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

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

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

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

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




**Figure ES-3. Project area roadways including study intersections**

# Findings and Recommendations

## Trip Generation

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

## General Plan Consistency

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

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

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

## CEQA Impacts and Mitigation

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

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

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

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

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

***Category 3 – Safety***

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

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

### Parking

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

### Minimum Required Throat-Depth

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

### Emergency Vehicle Access

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

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

Driveway geometry is anticipated to be adequate.

### Recommended Conditions of Approval

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

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

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

(This page intentionally left blank)

# Contents

REVISION HISTORY ..... i
EXECUTIVE SUMMARY ..... i
1. INTRODUCTION ..... 1
1.1 Project Description ..... 1
1.2 Report Organization ..... 4
2. SCENARIOS, SETTING, AND STUDY AREA ..... 5
2.1 Study Scenarios ..... 5
Existing 2024 without Project Condition; and Existing 2024 with Project Condition ..... 5
EPAP 2029 without Project Condition; and EPAP 2029 with Project Condition ..... 5
2.2 Project Area Roadways ..... 7
2.3 Study Intersections ..... 7
2.4 Transit ..... 7
Folsom Stage Lines and Dial-A-Ride ..... 8
SacRT ..... 9
El Dorado County Transit Authority ..... 9
Broadstone Unit No. 3 Specific Plan (Rail) Transit Center. ..... 10
2.5 Bicycle Facilities ..... 11
Class I Shared Use Path (Path) ..... 12
Class II Bicycle Lane ..... 12
Class III Bicycle Route ..... 12
Class III B Bicycle Boulevard ..... 12
Class IV Separated Bikeway ..... 12
3. CEQA Analysis ..... 15
3.1 VMT Modeling Methodology, Thresholds, Results and Findings ..... 15
VMT Thresholds ..... 20
VMT Modeling Results ..... 21
VMT Findings ..... 21
3.2 Bicycle/Pedestrian/Transit Facilities Thresholds, Results, and Findings ..... 22
3.3 Crash History Thresholds, Results, and Findings ..... 22
4. LOCAL TRANSPORTATION ANALYSIS METHODOLOGIES ..... 25

4.1 Process Overview ..... 26
4.2 Level-of-Service Methodology ..... 28
Intersection Traffic Operations Analysis ..... 28
Caltrans Merge/Diverge/Weave Level-of-Service Analysis ..... 31
4.3 Standards of Significance ..... 32
4.4 Analysis Tools ..... 33
5. EXISTING 2024 CONDITIONS ..... 35
5.1 Existing 2024 Condition ..... 35
Data Sources ..... 35
Existing Condition Intersection Level-of-Service ..... 36
5.2 Assessment of Proposed Project ..... 41
Trip Generation ..... 41
Trip Distribution and Assignment ..... 42
5.3 Existing 2024 with Project Conditions ..... 45
6. EXISTING PLUS APPROVED PROJECTS (EPAP) 2029 CONDITIONS ..... 51
6.1 EPAP 2029 Growth Increment ..... 51
6.2 EPAP 2029 Conditions ..... 51
6.3 EPAP 2029 with Project Conditions ..... 57
7.0 ABATEMENT STRATEGY ..... 65
7.1 Existing 2024 Plus Project Conditions Deficiencies (Deficiency #1) ..... 65
7.2 Existing 2024 Plus Project Conditions Abatement (Abatement 1) ..... 68
7.3 EPAP 2029 Plus Project Conditions Deficiencies (Deficiency #2) ..... 75
7.4 EPAP 2029 Plus Project Conditions Abatement (Abatement 2) ..... 80
8. INTERNAL CIRCULATION/ACCESS SITE PLAN REVIEW ..... 85
8.1 Parking Requirements ..... 85
8.2 Minimum Required Throat-Depth ..... 85
8.3 Emergency Vehicle Access ..... 86
8.4 Right-Turn Deceleration/Acceleration Lanes and Tapers for Driveways ..... 86
8.5 Pedestrian Access ..... 86
9. FINDINGS AND RECOMENDATIONS ..... 89
9.1 Trip Generation ..... 89

9.2 General Plan Consistency ..... 89
9.3 CEQA Impacts and Mitigation ..... 89
9.4 Parking ..... 90
9.5 Minimum Required Throat-Depth ..... 90
9.6 Emergency Vehicle Access ..... 90
9.7 Right-Turn Deceleration/Acceleration Lanes and Tapers for Driveways ..... 90
9.8 Recommended Conditions of Approval ..... 90

## List of Appendices

A. VMT Calculation support ..... A-1
B. Traffic Counts and Signal Timing Sheets ..... B-1
C. Level-of-Service Calculations ..... C-1
D. Coordinated Signal Timing outputs ..... D-1

## List of Tables

Table 1. Average trip-length adjustments for TDM gateways ..... 19
Table 2. VMT per employee results ..... 21
Table 3. Five-year accident rate comparison (accidents per million vehicle miles) ..... 23
Table 4. Level-of-service criteria for signalized intersections ..... 29
Table 5. Level-of-service criteria for unsignalized intersections ..... 31
Table 6. Level-of-service criteria – basic freeway segment ..... 31
Table 7. Level-of-service criteria - freeway ramp merge/diverge areas ..... 32
Table 8. Level-of-service criteria - freeway weaving areas ..... 32
Table 9. Key items and sources for geometry and usage data ..... 35
Table 10. Existing 2023 intersection peak-hour delay and level-of-service (LOS) ..... 39
Table 11. Existing 2024 freeway segment density / level-of-service ..... 41
Table 12. Project vehicle trip generation ..... 41
Table 13. Project pedestrian trip generation ..... 41
Table 14. Existing 2024 intersection delay and level-of-service (LOS), with and without Project 48
Table 15. Existing 2024 freeway segment density / level-of-service, with and without Project ... 50
Table 16. EPAP 2029 intersection delay and level-of-service ..... 55
Table 17. EPAP 2029 freeway segment density / level-of-service ..... 57
Table 18. EPAP 2029 intersection delay and level-of-service, with and without Project ..... 61
Table 19. EPAP 2029 freeway segment density / level-of-service, with and without Project ..... 63
Table 20. Existing 2024 Project abatement demonstration ..... 73
Table 21. EPAP 2029 Project abatement demonstration ..... 82
Table 22. Parking demand cross reference ..... 85

# List of Figures

Figure 1 Project location ..... 2
Figure 2 Preliminary site plan. ..... 3
Figure 3. Project area roadways including study intersections ..... 6
Figure 4. Folsom Stage Lines Routes 10, 20 and 30 ..... 9
Figure 5. Folsom bike map ..... 13
Figure 6. Travel demand model network, gateways shown as red dots and Project TAZ (#1800) shown as a red star ..... 17
Figure 7. Closeup view of Folsom with Project shown as a red star and other Folsom TAZs as orange dots ..... 18
Figure 8. Existing 2024 condition turn movements and geometry ..... 37
Figure 9. Project trip distribution for Existing 2024 and EPAP 2029 conditions ..... 42
Figure 10. Project trip assignment ..... 43
Figure 11. Existing 2024 with Project condition turning movements and lane geometry ..... 46
Figure 12. EPAP 2029 condition turning movements and geometry ..... 53
Figure 13. EPAP 2029 with Project turning movements and lane geometry ..... 59
Figure 14. East Bidwell St/Iron Point Rd and East Bidwell St/Placerville Rd geometric changes for Existing 2024 (and EPAP 2029) abatement strategy ..... 71

# 1. INTRODUCTION

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

## 1.1 Project Description

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

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

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

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

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

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

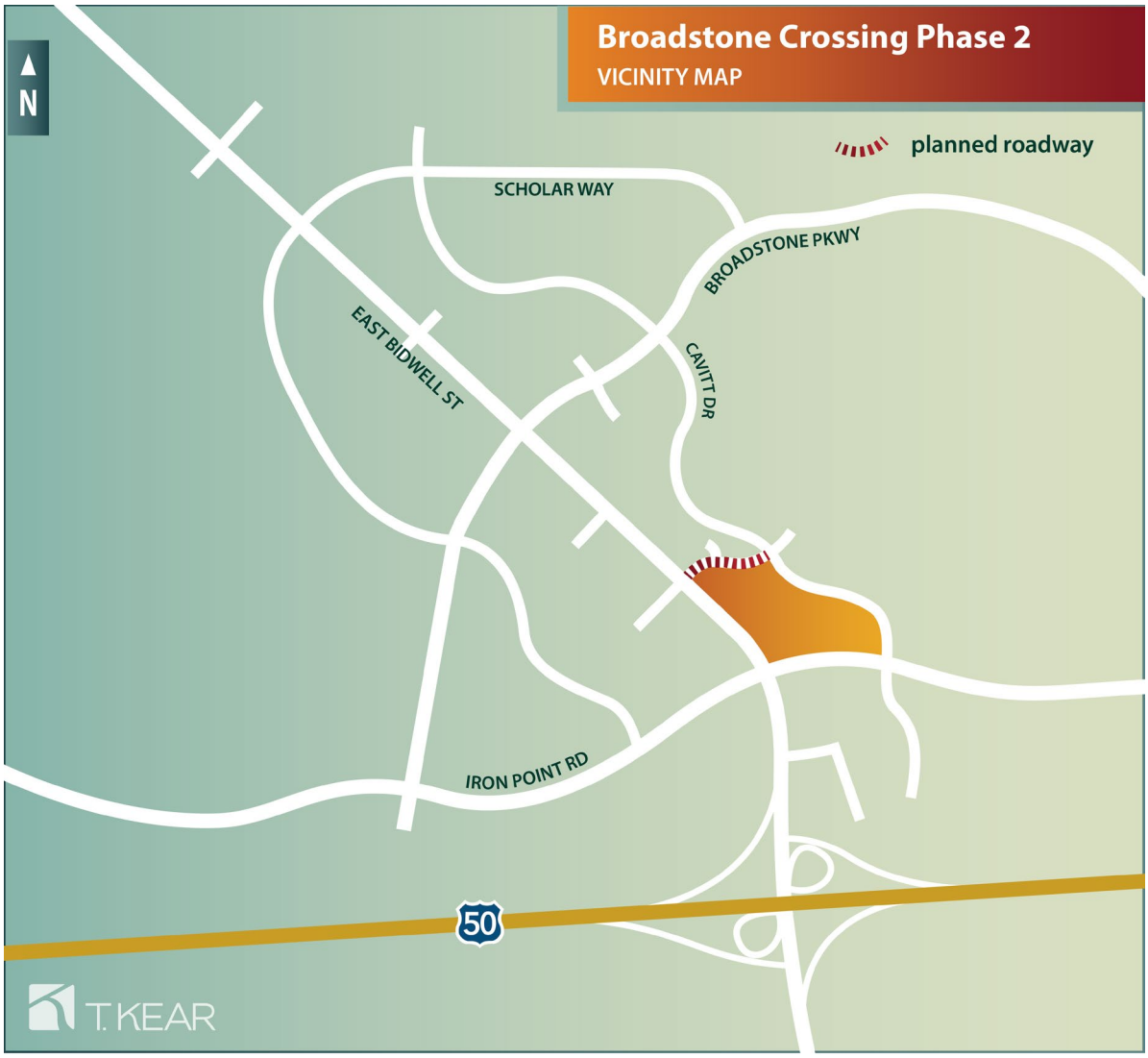



**Figure 1 Project location**

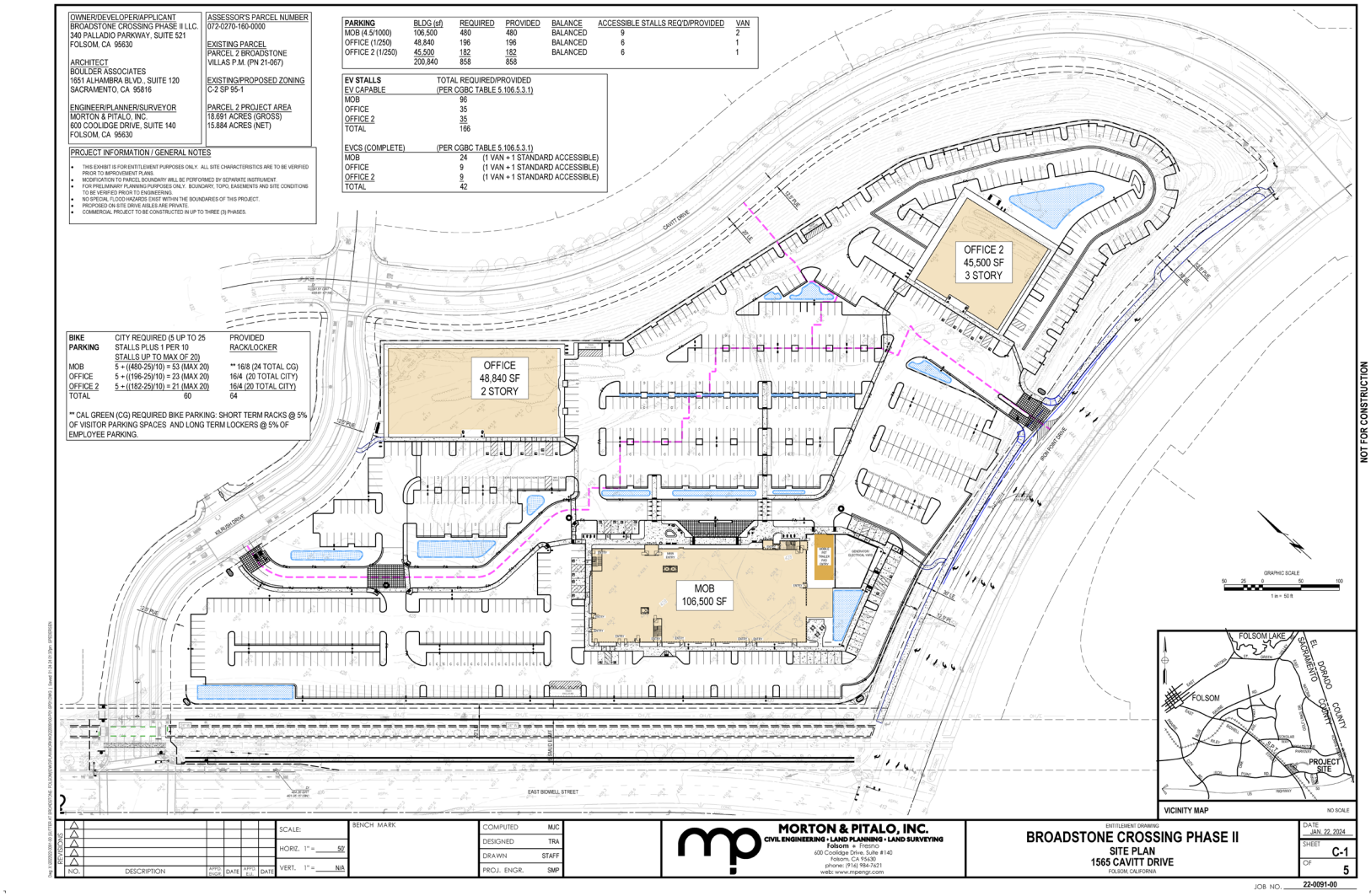



**Figure 2 Preliminary site plan.**

## 1.2 Report Organization

The following sections are discussed after this Introduction:

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

# 2. SCENARIOS, SETTING, AND STUDY AREA

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

## 2.1 Study Scenarios

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

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

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

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

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

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

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




**Figure 3. Project area roadways including study intersections**

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

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

## 2.2 Project Area Roadways

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

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

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

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

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

## 2.3 Study Intersections

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

## 2.4 Transit

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

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

## Folsom Stage Lines and Dial-A-Ride

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

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

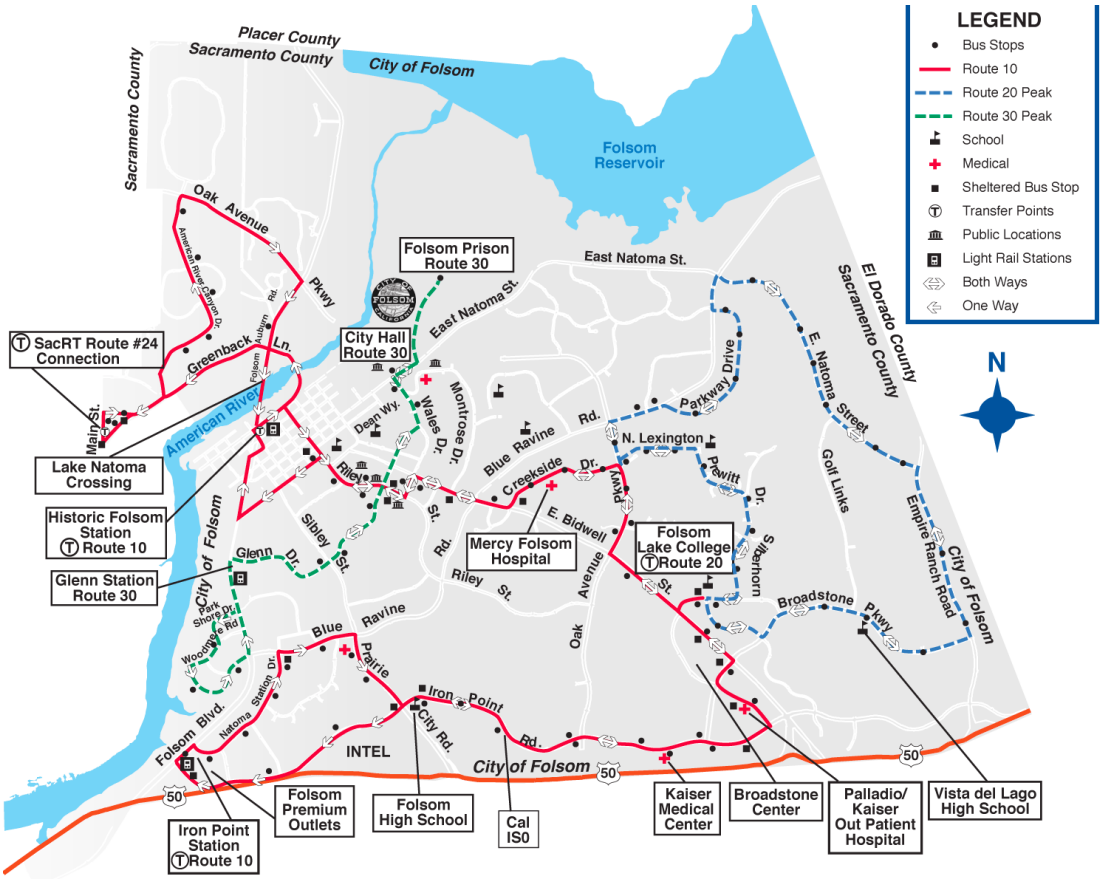



**Figure 4. Folsom Stage Lines Routes 10, 20 and 30**

## SacRT

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

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

## El Dorado County Transit Authority

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

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

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

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

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

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

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

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

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

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

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

## 2.5 Bicycle Facilities

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

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

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

### Class I Shared Use Path (Path)

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

### Class II Bicycle Lane

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

### Class III Bicycle Route

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

### Class III B Bicycle Boulevard

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

### Class IV Separated Bikeway

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

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

*Existing Bikeways*

*(Source: 2022 Active Transportation Plan, Figure 3)*

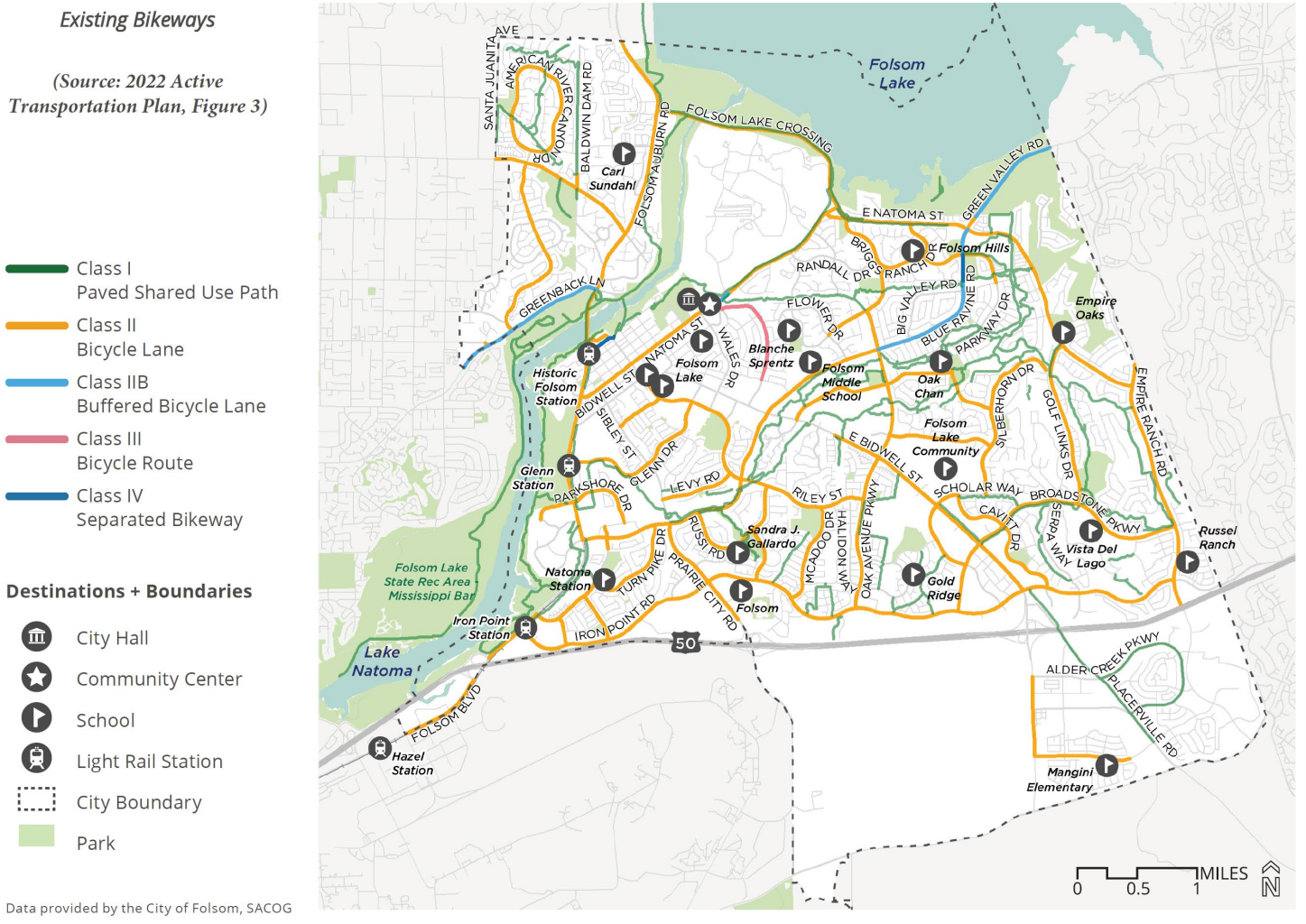



**Figure 5. Folsom bike map**

(This page intentionally left blank)

# 3. CEQA Analysis

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

## 3.1 VMT Modeling Methodology, Thresholds, Results and Findings

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

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

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

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

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

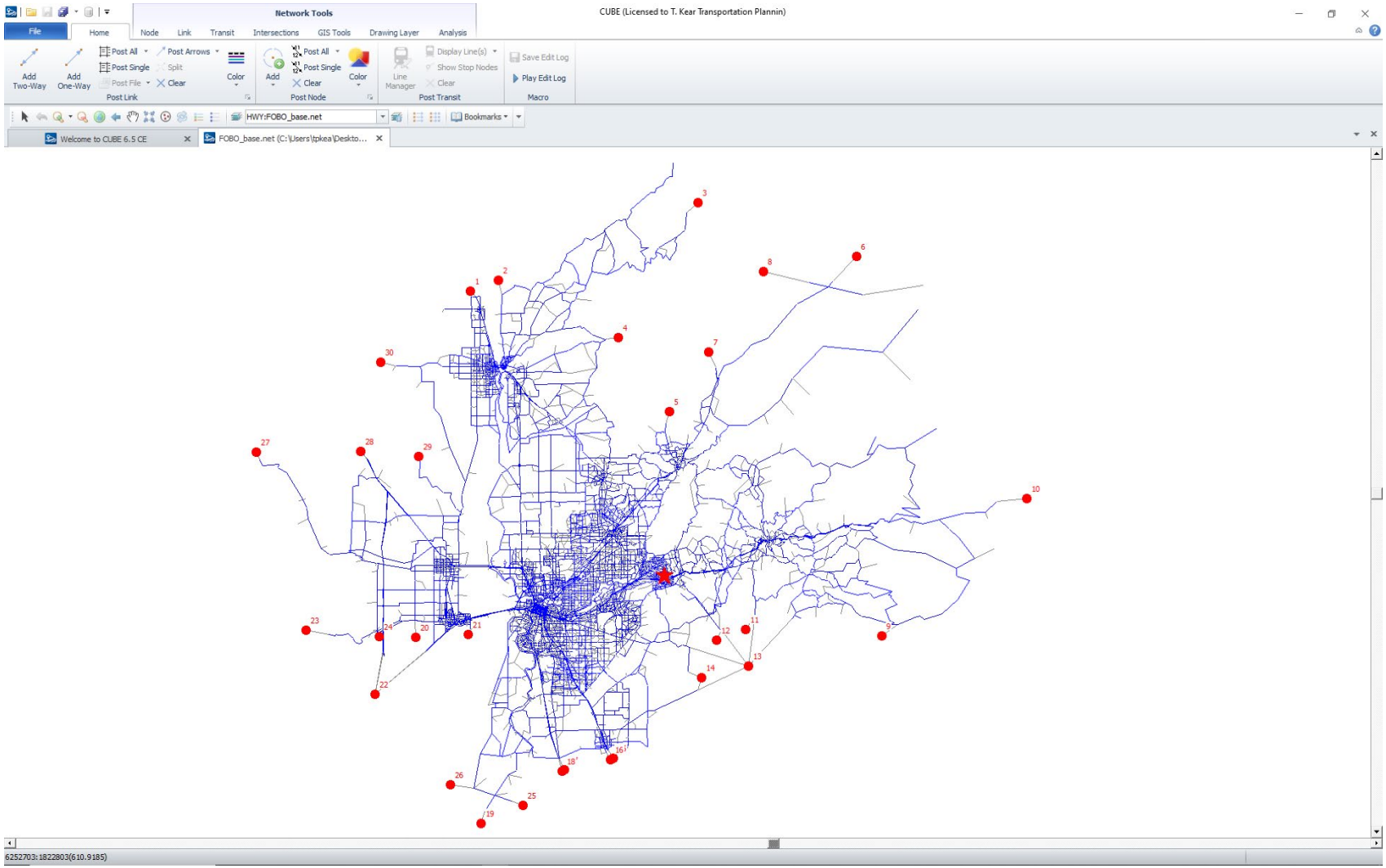



**Figure 6. Travel demand model network, gateways shown as red dots and Project TAZ (#1800) shown as a red star**

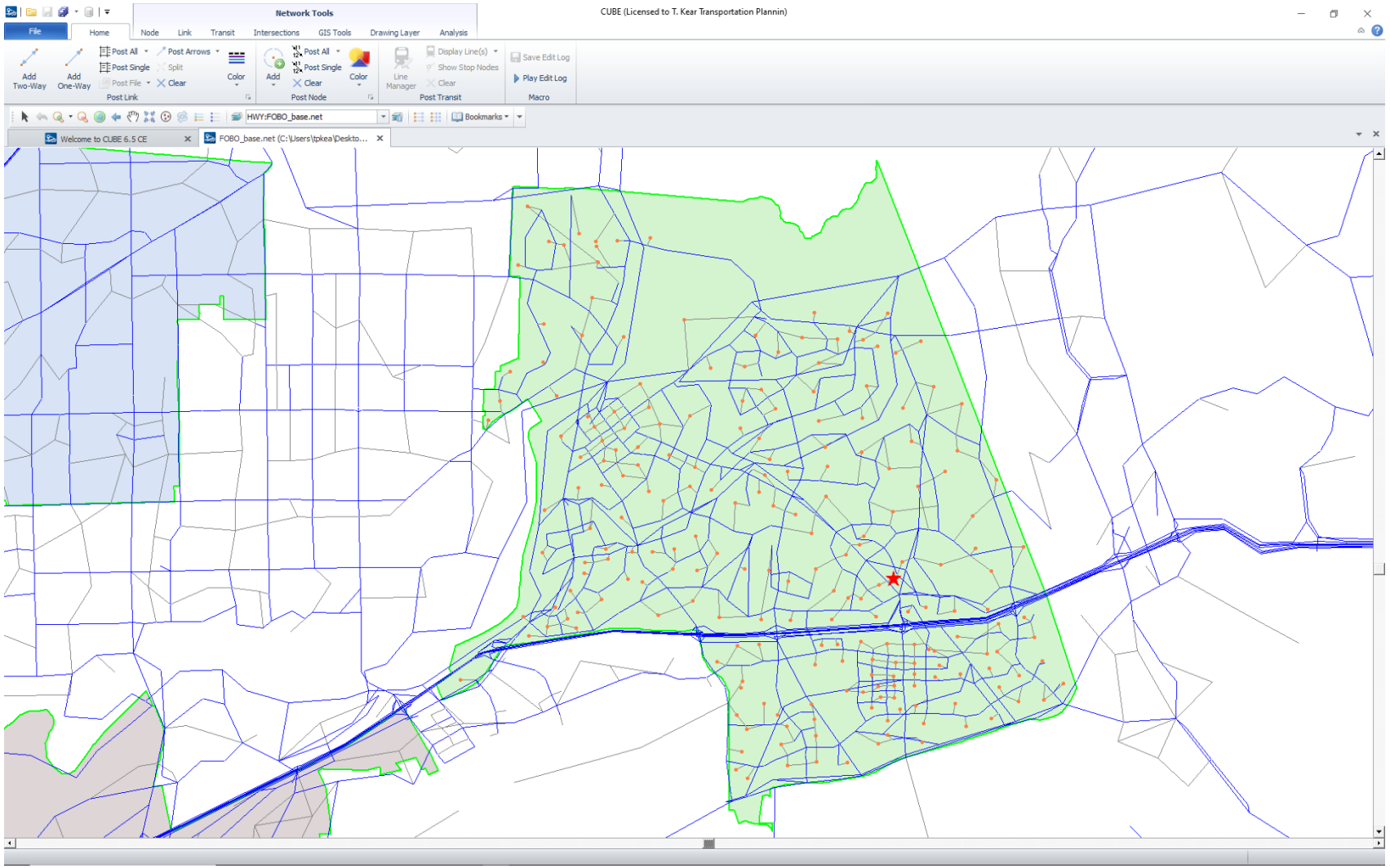



**Figure 7. Closeup view of Folsom with Project shown as a red star and other Folsom TAZs as orange dots**

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

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

**Table 1. Average trip-length adjustments for TDM gateways**

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

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

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

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

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

### VMT Thresholds

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

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

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

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

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

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

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

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

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

## VMT Modeling Results

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

**Table 2. VMT per employee results**

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

## VMT Findings

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

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

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

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

**Bicycle and Pedestrian facilities**

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

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

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

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

**Transit Facilities**

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

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

## 3.3 Crash History Thresholds, Results, and Findings

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

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

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

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

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

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

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

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

(This page intentionally left blank)

# 4. LOCAL TRANSPORTATION ANALYSIS METHODOLOGIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 4.1 Process Overview

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

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

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

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

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

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

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

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

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

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

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

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

## 4.2 Level-of-Service Methodology

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

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

### Intersection Traffic Operations Analysis

**Signalized Intersections**

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

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

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

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

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

**Unsignalized Intersections**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 4.3 Standards of Significance

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

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

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

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

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

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

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

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

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

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

## 4.4 Analysis Tools

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

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

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

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

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

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

# 5. EXISTING 2024 CONDITIONS

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

## 5.1 Existing 2024 Condition

### Data Sources

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

**Roadway Geometry and Usage Characteristics**

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

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

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

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

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

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

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

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

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

**Intersection Turning Movement Counts**

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

## Existing Condition Intersection Level-of-Service

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

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

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

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

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

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

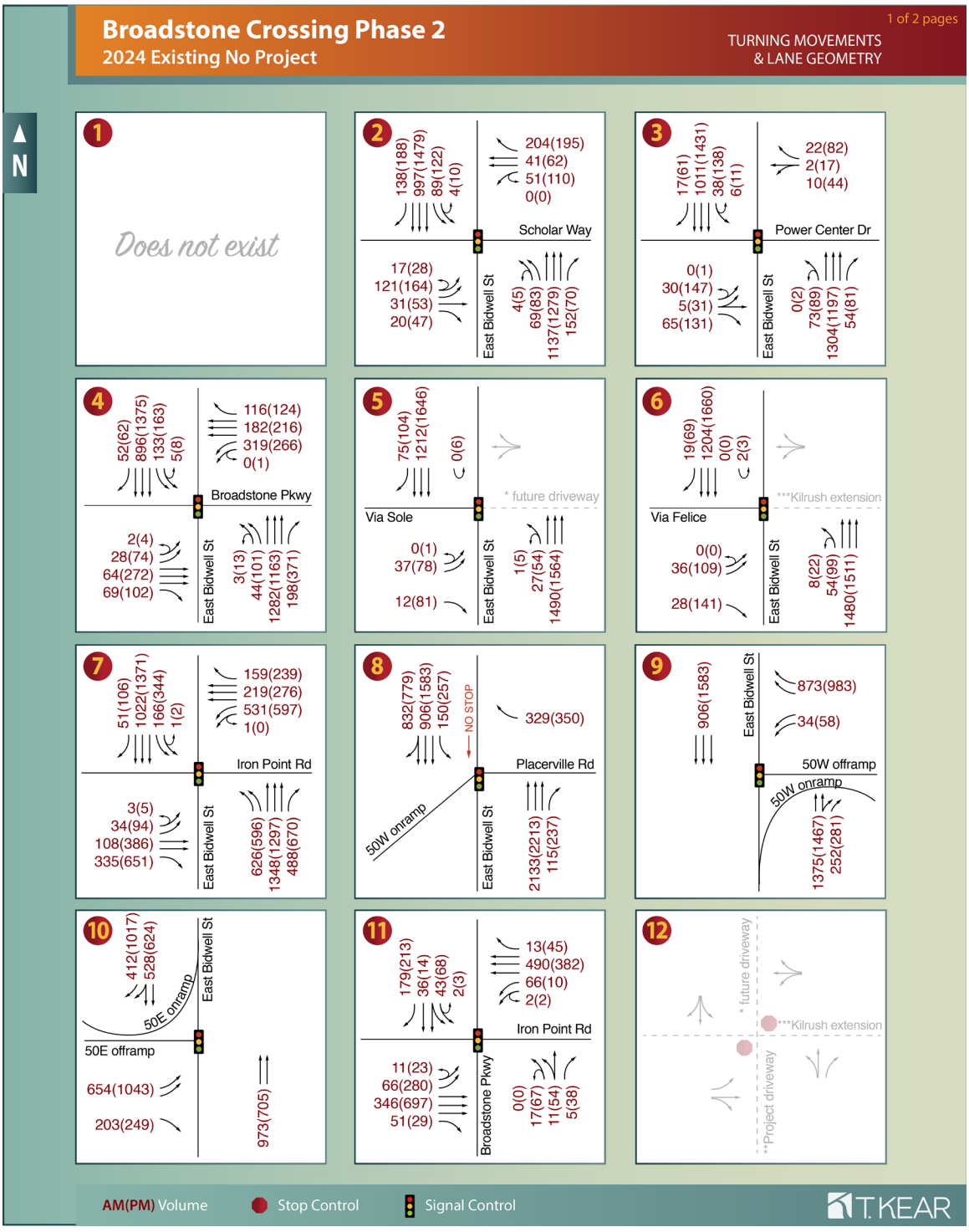



**Figure 8. Existing 2024 condition turn movements and geometry**

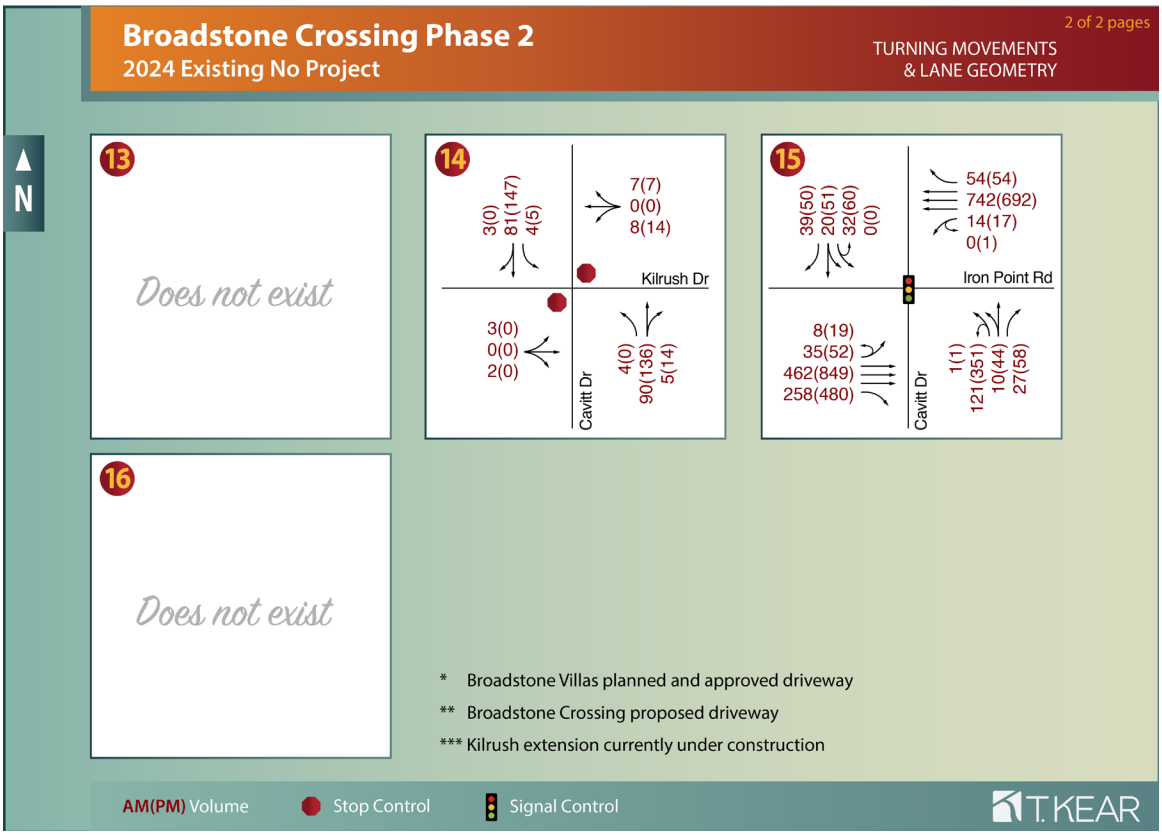



**Figure 8. Existing 2024 condition turn movements and geometry (continued)**

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

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

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

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

* Worst approach or movement on multi-lane approaches

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

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

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

## 5.2 Assessment of Proposed Project

### Trip Generation

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

**Table 12. Project vehicle trip generation**

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

**Table 13. Project pedestrian trip generation**

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

## Trip Distribution and Assignment

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




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

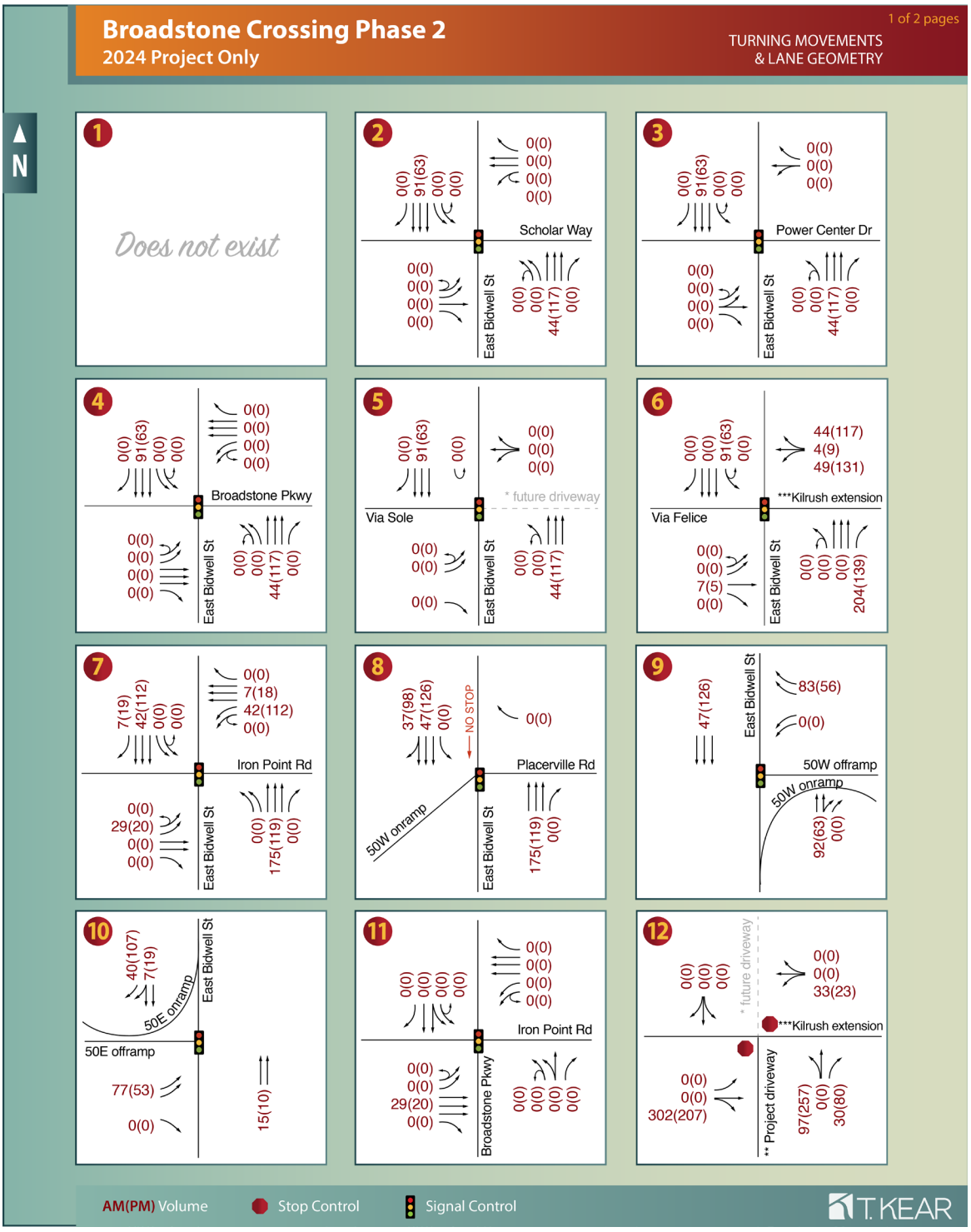



**Figure 10. Project trip assignment**

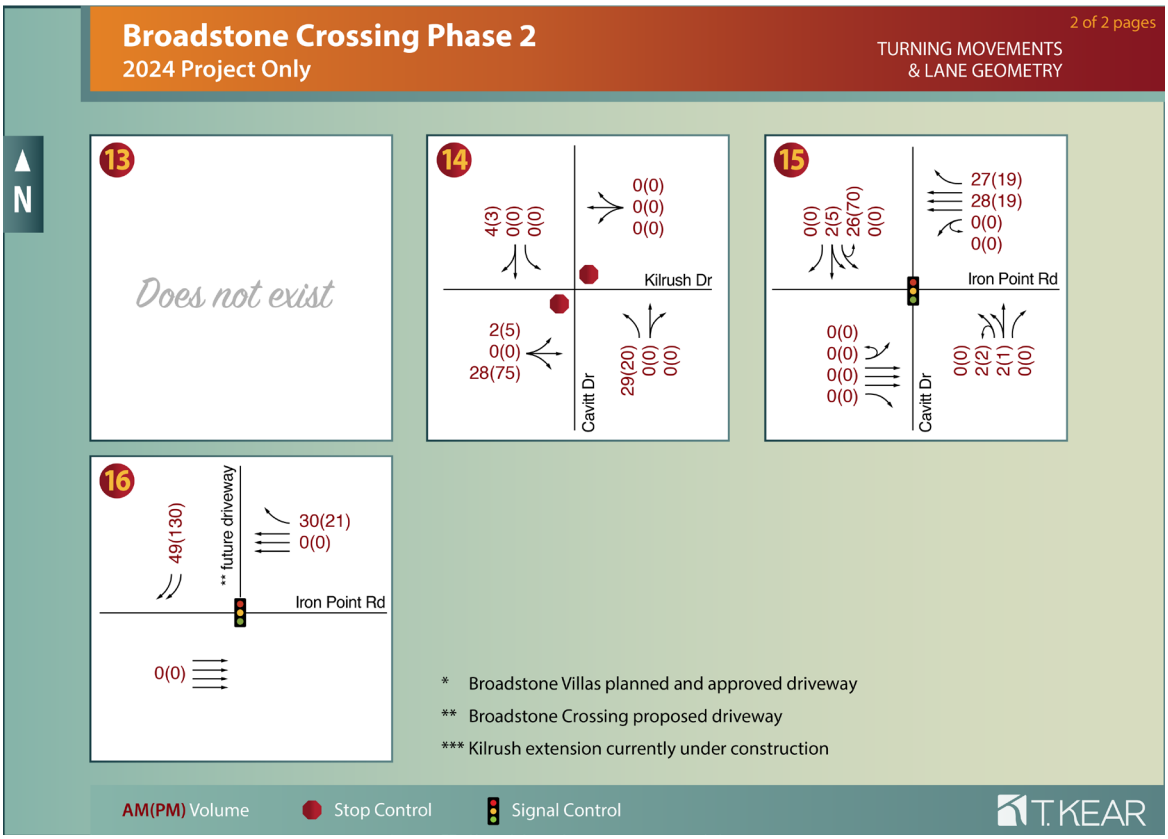



**Figure 10. Project trip assignment (continued)**

## 5.3 Existing 2024 with Project Conditions

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

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

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

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

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

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

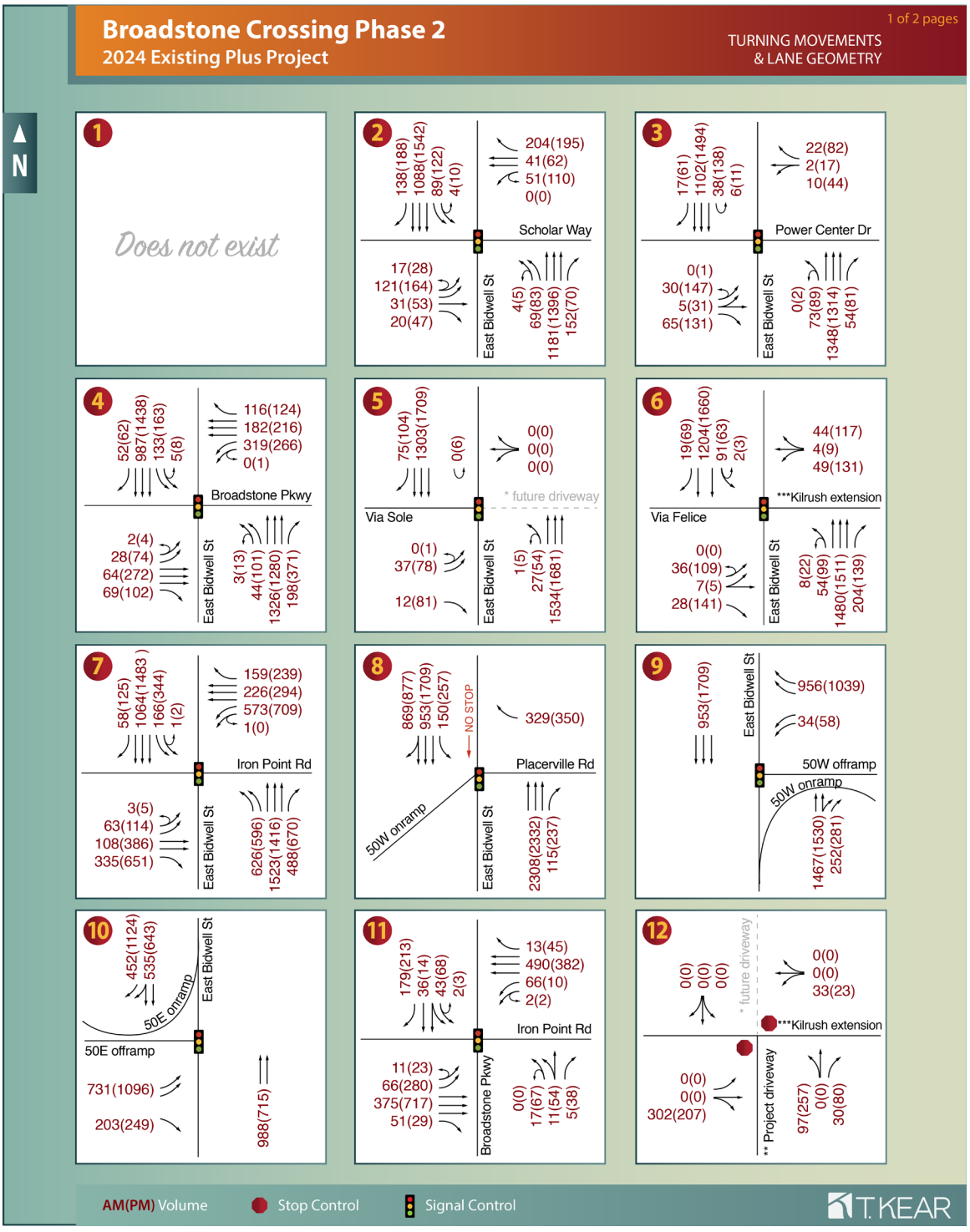



**Figure 11. Existing 2024 with Project condition turning movements and lane geometry**

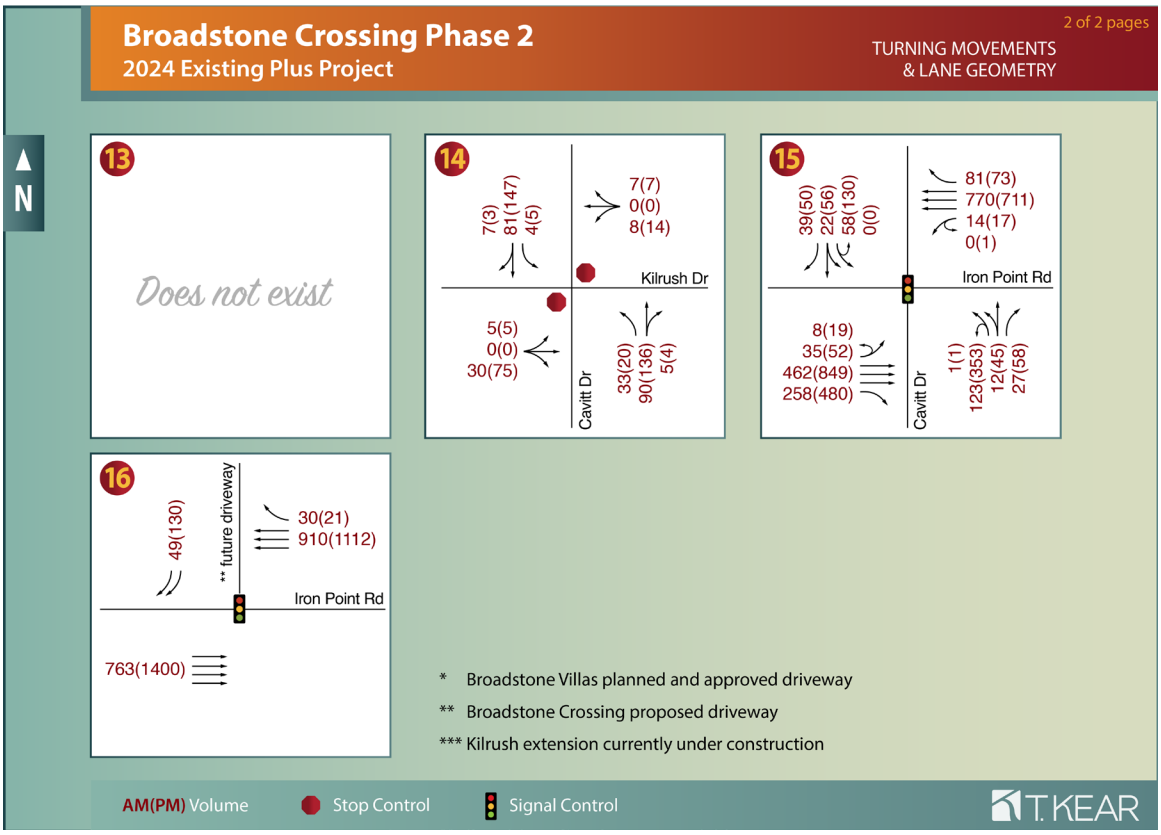



**Figure 11. Existing 2024 with Project condition turning movements and lane geometry (continued)**

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

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

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

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

* Worst approach or movement on multi-lane approaches)

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

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

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

# 6. EXISTING PLUS APPROVED PROJECTS (EPAP) 2029 CONDITIONS

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

## 6.1 EPAP 2029 Growth Increment

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

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

## 6.2 EPAP 2029 Conditions

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

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

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

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

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

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

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

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

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

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

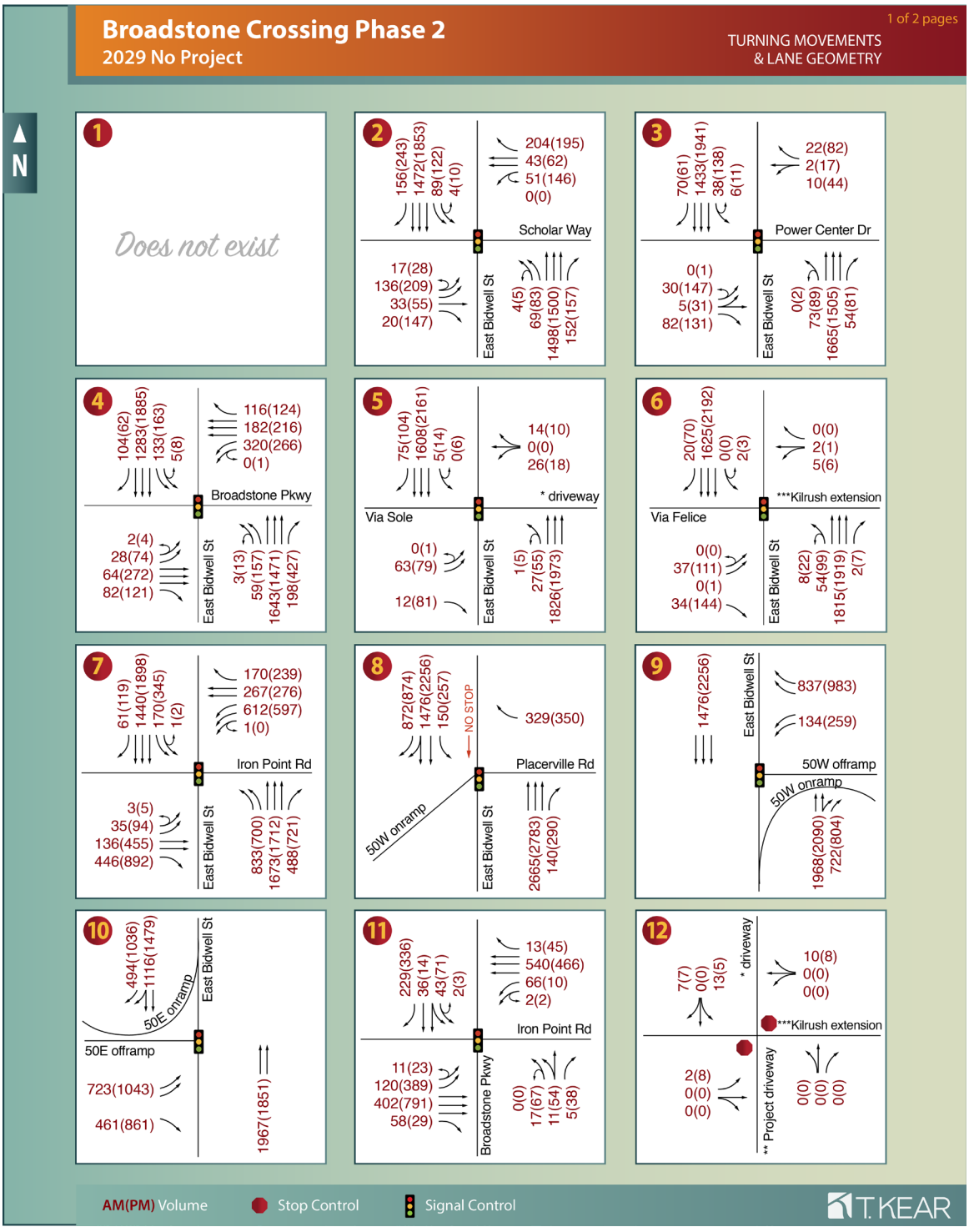



**Figure 12. EPAP 2029 condition turning movements and geometry**

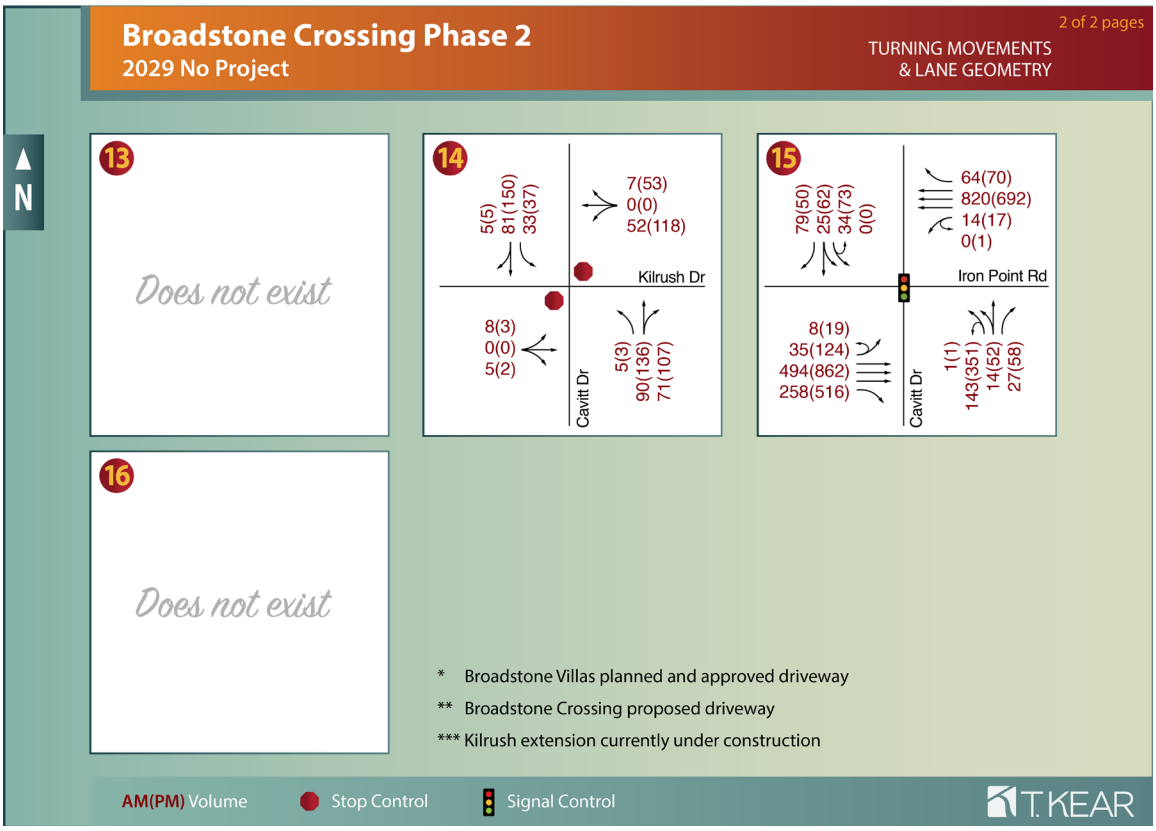



**Figure 12. EPAP 2029 condition turning movements and geometry (continued)**

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

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

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

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

* Worst approach or movement on multi-lane approaches

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

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

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

## 6.3 EPAP 2029 with Project Conditions

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

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

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

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

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

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

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

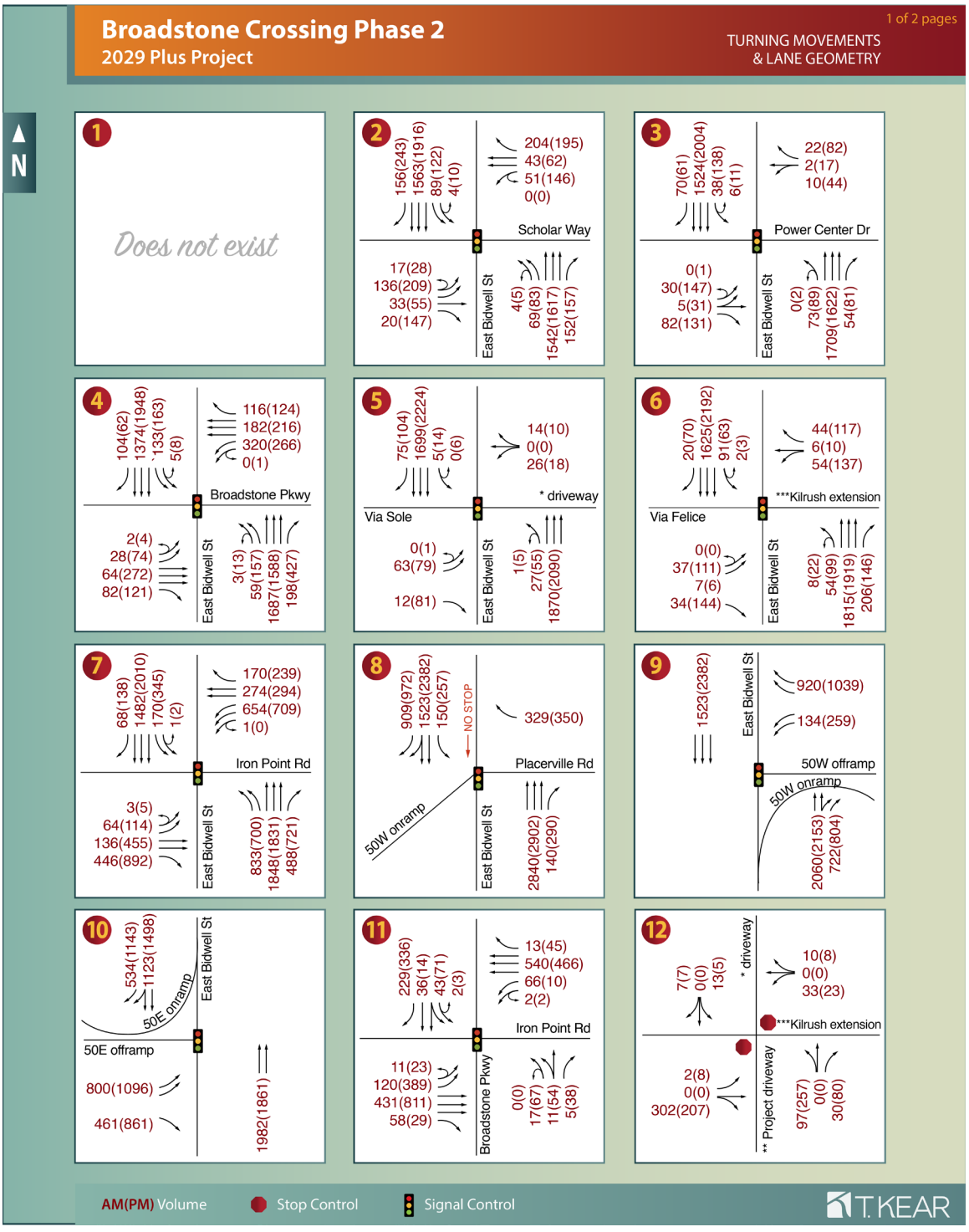



**Figure 13. EPAP 2029 with Project turning movements and lane geometry**

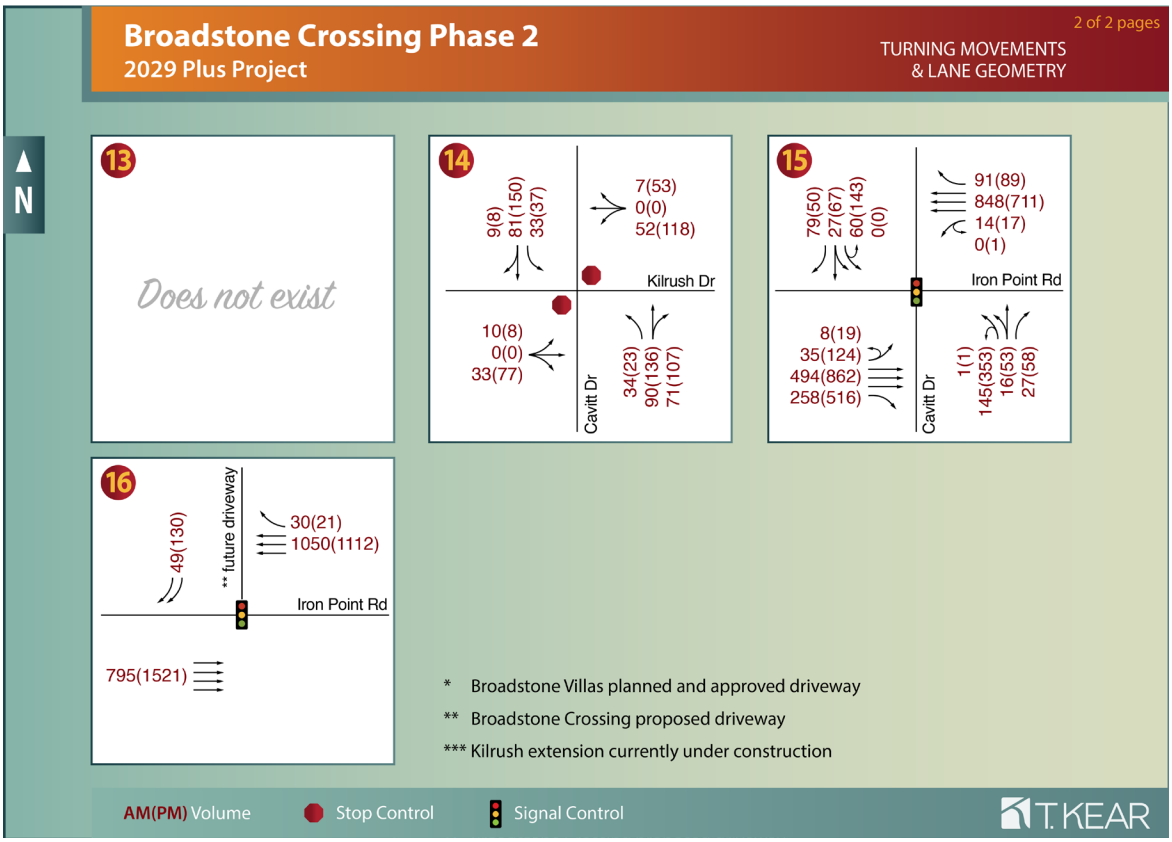



**Figure 13. EPAP 2029 with Project turning movements and lane geometry (continued)**

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

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

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

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

* Worst approach or movement on multi-lane approaches

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

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

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

(This page intentionally left blank)

# 7.0 ABATEMENT STRATEGY

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

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

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

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

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

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

Project related queue spillback is anticipated on every approach:

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

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

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

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

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

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

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

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

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

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

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

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

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

Project related level-of-service deficiencies are anticipated:

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

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

## 7.2 Existing 2024 Plus Project Conditions Abatement (Abatement 1)

The abatement strategy includes:

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

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

**East Bidwell/Scholar Way Turn Pocket Extension:**

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

**East Bidwell/Power Center Dr Turn Pocket Extension:**

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

**East Bidwell St/Broadstone Pkwy Lane Striping Changes:**

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

**East Bidwell St/Via Felice Turn Pocket Extension:**

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

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

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

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

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

**Pedestrian Bridge:**

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

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

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

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

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

**Signal Coordination:**

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

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

Timing plans developed for this analysis include:

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

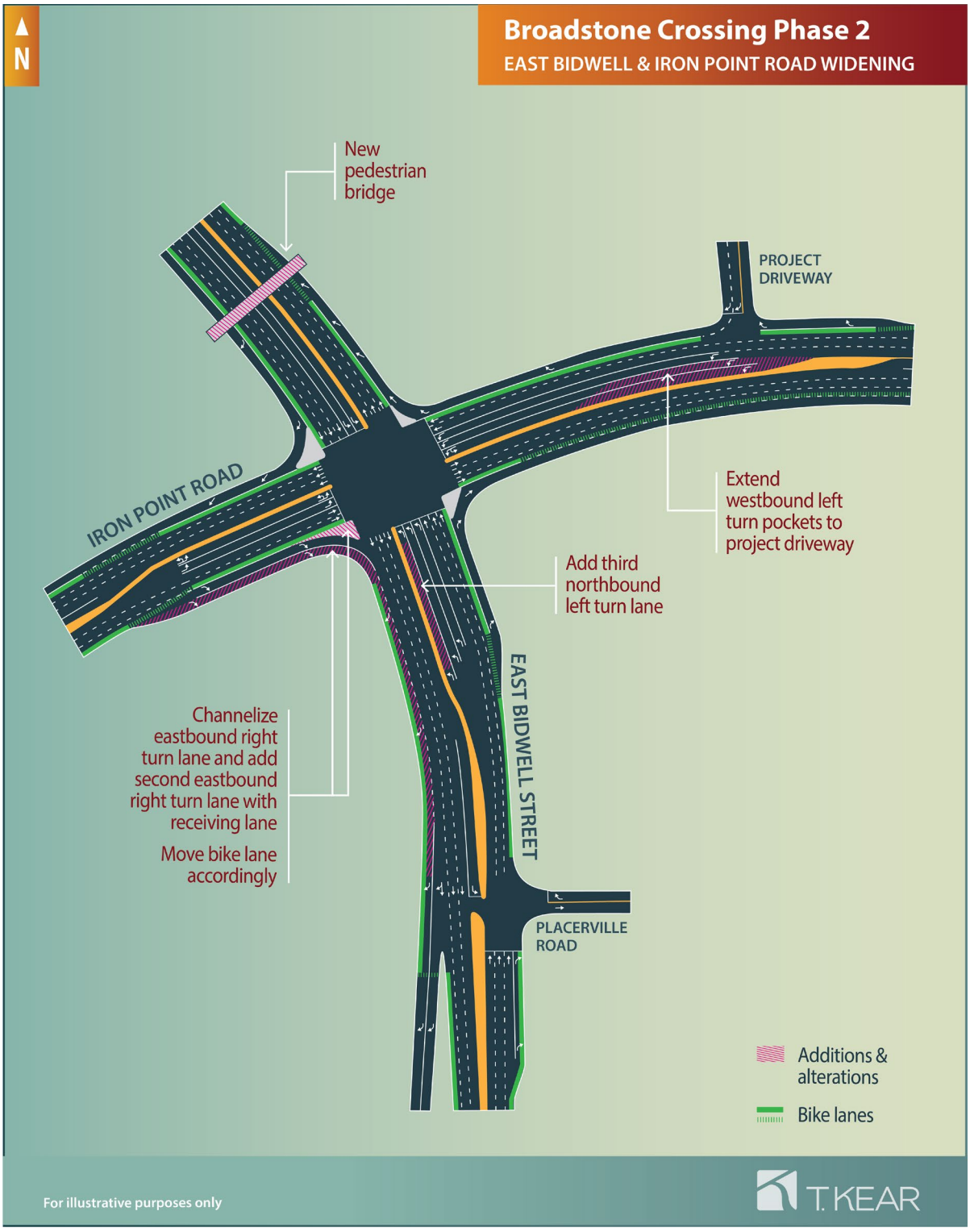



**Figure 14. East Bidwell St/Iron Point Rd and East Bidwell St/Placerville Rd geometric changes for Existing 2024 (and EPAP 2029) abatement strategy.**

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

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

**2024 Abatement Demonstration**

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

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

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

**Table 20. Existing 2024 Project abatement demonstration**

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

**Table 20. Existing 2024 Project abatement demonstration (continued)**

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

* Worst approach or movement on multi-lane approaches)

8/16/2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Project related queue spillback is anticipated on two of the four approaches</u>:

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

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

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

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

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

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

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

Project related level-of-service deficiencies are anticipated:

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

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

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

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

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

## 7.4 EPAP 2029 Plus Project Conditions Abatement (Abatement 2)

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

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

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

East Bidwell/Scholar Way

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

East Bidwell/ Power Center Dr

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

East Bidwell/ Broadstone Pkwy

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

East Bidwell/ Via Felice

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

East Bidwell/ Iron Point Road

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

**Signal Coordination:**

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

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

Timing plans developed for this analysis include:

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

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

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

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

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

**2029 Abatement Demonstration**

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

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

**Table 21. EPAP 2029 Project abatement demonstration**

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

**Table 21. EPAP 2029 Project abatement demonstration(continued)**

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

* Worst approach or movement on multi-lane approaches

(This page intentionally left blank)

# 8. INTERNAL CIRCULATION/ACCESS SITE PLAN REVIEW

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

## 8.1 Parking Requirements

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

**Table 22. Parking demand cross reference.**

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

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

## 8.2 Minimum Required Throat-Depth

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

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

**Finding**: The Project has adequate throat depth.

## 8.3 Emergency Vehicle Access

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

**Finding**: Emergency vehicle access is anticipated to be adequate.

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

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

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

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

**Finding**: Driveway access geometry is anticipated to be adequate.

## 8.5 Pedestrian Access

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

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

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

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

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

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

(This page intentionally left blank)

# 9. FINDINGS AND RECOMENDATIONS

## 9.1 Trip Generation

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

## 9.2 General Plan Consistency

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

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

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

## 9.3 CEQA Impacts and Mitigation

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

***Category 1 – VMT***

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

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

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

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

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

***Category 3 – Safety***

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

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

## 9.4 Parking

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

## 9.5 Minimum Required Throat-Depth

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

## 9.6 Emergency Vehicle Access

Emergency vehicle access is anticipated to be adequate.

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

Driveway geometry is anticipated to be adequate.

## 9.8 Recommended Conditions of Approval

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

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

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

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

**EXHIBIT "F"**

**ASSUMPTION AGREEMENT**

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Folsom
50 Natoma Street
Folsom, CA 95630

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT**
**RELATIVE TO _____**

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

**RECITALS**

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

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

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

**ASSIGNMENT AND ASSUMPTION**

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

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

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

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

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

_____
_____
_____
Attn: _____

*[Signatures follow on next page]*

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

DEVELOPER:

_____,
a _____

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

DEVELOPER:

_____,
a _____

By: _____
Print Name: _____
Title: _____

# EXHIBIT "G"

## ESTIMATED COSTS OF PUBLIC IMPROVEMENTS EXCLUDING PEDESTRIAN OVERCROSSING

**Exhibit G**
**Broadstone Crossing II - Developer Commitment Traffic Abatement Measures**
**Concept to Construction Preliminary Engineer's Estimate**

**Enter the Engineer's Construction Cost Estimate***

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

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

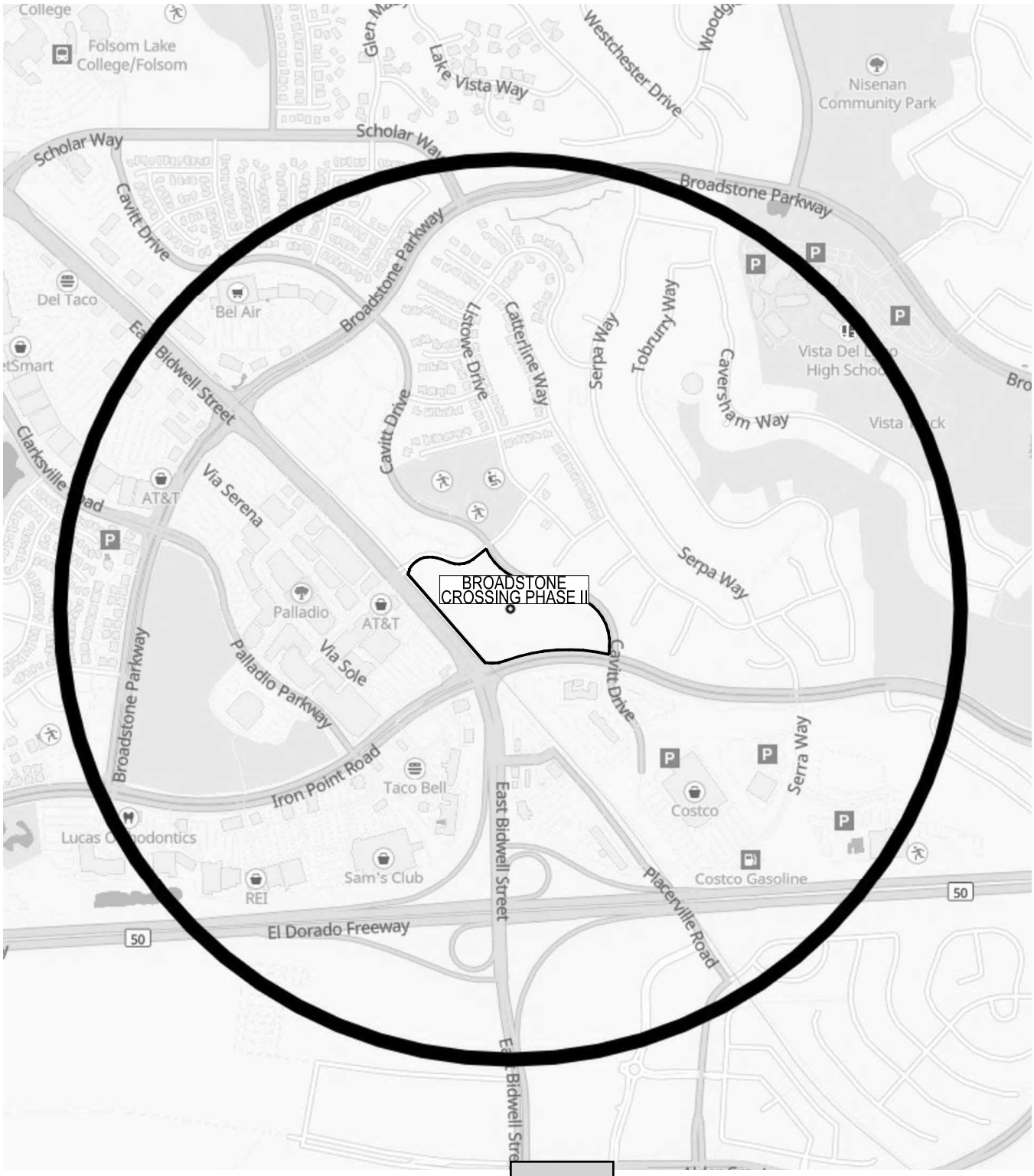
*Initial Construction Estimate Provided by Elliott Homes and Prepared by Teichert for intersection improvements only as described in Condition of Approval No. 42. This estimate is conceptual in nature and does not reflect final design of the project. The Developer is responsible for compensating the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

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

# EXHIBIT "H"

## PARCELS POTENTIALLY SUBJECT TO FAIR SHARE CONTRIBUTION

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




Dwg: X:\2022\22-0091-01 (BROADSTONE CROSSING PHASE III)\DOCS\DA REVIEW\DA EXHIBITS- BROADSTONE CROSSING PHASE 2 (M&P).DWG | Saved: 08-12-25 09:31am SPEDERSEN

This page is intentionally blank.

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Consent Calendar |
| **SUBJECT:** | Ordinance No. 1356 - An Uncodified Ordinance Adopting Prima Facie Speed Limits on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway (Second Reading and Adoption) |
| **FROM:** | Public Works Department |

## RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council conduct the second reading and adopt Ordinance No. 1356 – An Uncodified Ordinance Adopting Prima Facie Speed Limits on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway.

## BACKGROUND / ISSUE

California state law requires local agencies to establish speed limits on public streets based on an Engineering and Traffic Survey for Speed Zoning (ETS). Procedures are defined in both the California Vehicle Code (CVC) and the Manual on Uniform Traffic Control Devices (MUTCD). A new ETS must be conducted when a roadway is newly opened or when traffic conditions have significantly changed. If the ETS recommends a speed limit above the statutory minimum (25 MPH) and below the maximum (65 MPH), the limit must be adopted by ordinance after a public hearing. Ordinance No. 1356 was introduced at the 8/26/2025 City Council meeting and no changes have been made since the first reading.

## POLICY / RULE

Section 10.08.030 of the Folsom Municipal Code states that speed limits shall be established by an Engineering and Traffic Study and adopted by ordinance of the City Council.

## ANALYSIS

Speed limits are set to establish a uniform speed that allows traffic to safely traverse a given road segment. The underlying theory is that a proper speed limit will improve traffic flow by reducing conflicts between vehicles traveling at greatly differing speeds. Artificially low limits can create safety problems (i.e., rear-end collisions, tailgating), while artificially high limits can be unsafe under normal roadway and environmental conditions. If a proper speed limit is posted, those motorists who significantly exceed the posted limit are considered unsafe compared to the general traffic flow and can be cited. Further, an ETS allows speed limits to be enforced with radar.

Speed surveys are necessary to determine speed limits in excess of the minimum speed limit of 25 MPH but less than the state maximum limit of either 55 or 65 MPH, depending on the roadway's functional classification. Certain roadways or sections of roadways have "prima facie" limits associated with them. A "prima facie" speed does not require a radar survey, as long as the road segment in question meets specific requirements. Some examples of "prima facie" limits are as follows:

1. 25 MPH on residential streets that are less than 40 feet wide, not more than one-half mile between traffic control devices, and only one lane of traffic per direction.

2. 25 MPH in business districts, as defined by the California Vehicle Code.

3. 25 MPH when passing a senior center or senior housing facility with proper signage posted.

4. 25 MPH when passing a children's play area during times when children are typically present (usually dawn to dusk).

5. 25 MPH when passing a school while children are present, when the school is not separated from the roadway by a fence. When the school is fenced, then the 25 MPH limit only applies when children are going to or coming from school, if the roadway is used by school age pedestrians to access the campus.

6. 15 MPH in alleys

On roadways that do not meet these criteria, an ETS must be performed to determine the proper prima facie speed. An ETS evaluates existing roadway geometric conditions, collision history, and the land uses adjacent to a given road segment. A radar survey is conducted to determine the $85^{th}$-percentile speed (the speed that is not exceeded by 85 percent of vehicles surveyed), the average speed, and the 10 MPH pace (a 10 MPH range of speeds in which the majority of vehicles were traveling). The nearest 5 MPH increment to the $85^{th}$-percentile speed is typically deemed the appropriate speed limit, unless other conditions are present that, in the opinion of the traffic engineer, justify further reduction; in which case, the engineer may cite a one-time, downward zoning of an additional five miles per hour.

In accordance with the CVC and the MUTCD, traffic engineers also retain the professional discretion to reduce the posted speed limit by an additional 5 MPH when specific roadway or

environmental conditions exist that are not readily apparent to the average motorist. Such conditions may include limited sight distance due to curves or hills, high pedestrian activity in areas without marked crosswalks, unexpected driveway or intersection density, or unique roadside development patterns. This provision intends to enhance safety where hazards may not be immediately visible, ensuring that the established speed limit reflects not just prevailing traffic speeds but also latent safety considerations. Justification for the applicable roadway segments is below.

1. *Westwood Drive (Alder Creek Parkway to Mangini Parkway)*

*Justification: Surrounding land uses include residential neighborhoods on both sides of the roadway. Sidewalks and bike lanes run along the majority of the road in both directions, supporting year-round pedestrian and bicycle activity. The roadway consists of a single lane in each direction separated by a planted median. Multiple residential driveways and intersecting local streets increase the number of potential conflict points. Recommended speed limit is within the 10 MPH pace range.*

2. *Alder Creek Parkway (Westwood Drive to Rustic Ridge Circle)*

*Justification: Land uses are primarily residential on both sides of the roadway. Sidewalks and bike lanes run along the majority of the road in both directions, and the segment includes a planted median. High pedestrian activity occurs due to nearby park access, with crossing activity at uncontrolled locations. Recommended speed limit is within the 10 MPH pace range.*

3. *Mangini Parkway (Savannah Parkway to Empire Ranch Road)*

*Justification: The roadway is flanked by residential neighborhoods on both sides. Sidewalks and bike lanes are present in both directions. Multiple driveways and unsignalized intersections contribute to potential turning conflicts. The corridor's geometry, combined with residential access points, supports a lower posted limit while remaining within the 10 MPH pace range.*

The Public Works Department conducts speed surveys on a road-by-road basis, establishing logical segments along each roadway based on geometry and adjacent land use. The item before the Council focuses on six specific segments where speed limits are proposed or updated based on the results of recent traffic engineering surveys. The first recommendation is to establish a 30 mph speed limit on Westwood Drive between Alder Creek Parkway and Mangini Parkway. The second is to establish a 35 mph limit on Alder Creek Parkway between Westwood Drive and Rustic Ridge Circle. The third proposes a 35 mph limit on Mangini Parkway between Savannah Parkway and Empire Ranch Road. A fourth recommends a 35 mph limit on Grand Prairie Road between Summit Street/Rustic Ridge Circle and Alder Creek Parkway. The fifth recommendation is for Mangini Parkway between East Bidwell Street and Oak Avenue Parkway. Finally, a 45 mph speed limit is proposed for East Bidwell Street between the US-50 eastbound off-ramp and White Rock Road. These recommended speed limits were developed through data analysis and thorough evaluation of traffic conditions, roadway characteristics, and adjacent land uses on each surveyed segment.

## FINANCIAL IMPACT

There are no financial impacts.

## ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301.

## ATTACHMENTS

1. Ordinance No. 1356 – An Uncodified Ordinance Adopting Prima Facie Speed Limits on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway

2. Draft Action Summary of the June 26, 2025, Traffic Safety Committee meeting

Submitted,

_____

Rebecca Neves, PUBLIC WORKS DIRECTOR/CITY ENGINEER

Attachment 1

# ORDINANCE NO. 1356

## AN UNCODIFIED ORDINANCE ADOPTING PRIMA FACIE SPEED LIMITS ON EAST BIDWELL STREET, WESTWOOD DRIVE, ALDER CREEK PARKWAY, GRAND PRAIRIE ROAD, AND MANGINI PARKWAY

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

## SECTION 1. PURPOSE

A. State law requires that local agencies establish speed limits on public streets within their jurisdictions using criteria defined in the California Vehicle Code; and
B. The roadways listed in this ordinance are newly created and have not had adopted speed limits; and
C. The Public Works Department has conducted valid Engineering and Traffic Studies for speed zoning to determine prima facie speeds on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway; and
D. The proposed speed limits were reviewed and approved by the Traffic Safety Committee on June 26, 2025; and
E. Notice of hearing has been given in the form and the manner required by State law and the Folsom Municipal Code.

## SECTION 2. DESIGNATION OF PRIMA FACIE SPEED LIMITS

The Prima Facie speed limits on East Bidwell Street, Westwood Drive, Alder Creek Parkway, Grand Prairie Road, and Mangini Parkway, as shown under the "Recommended" column in Exhibit A attached to this Ordinance, are hereby adopted by the City Council.

## SECTION 3. SEVERABILITY

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

## SECTION 4. EFFECTIVE DATE

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

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

On a motion by Councilmember _____ seconded by Councilmember _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 9th day of September 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

# Exhibit A

CHART OF RECOMMENDED SPEED LIMITS

# Speed Survey Recommendations Table

| # | Street | Survey Limits | Speed (mph) | | |
|---|---|---|---|---|---|
| | | | Existing | 85th Percentile | Recommended |
| 1 | East Bidwell Street | US-50 Eastbound Off-Ramp to White Rock Road | 45 | 47.8 | 45 |
| 2 | Westwood Drive | Alder Creek Parkway to Mangini Parkway | Not Posted | 35.9 | 30 |
| 3 | Alder Creek Parkway | Westwood Drive to Rustic Ridge Circle | 30 | 42.5 | 35 |
| 4 | Grand Prairie Road | Summit Street/Rustic Ridge Drive to Alder Creek Parkway | 35 | 38 | 35 |
| 5 | Mangini Parkway | Savannah Parkway to Empire Ranch Road | 30 | 38 | 35 |
| 6 | Mangini Parkway | East Bidwell Street to Oak Avenue Parkway | 40 | 41.6 | 35 |

Attachment 2

# DRAFT Traffic Safety Committee Meeting Minutes

City Council Chambers | 50 Natoma Street, Folsom, CA 95630
June 26, 2025
4:00 PM

***Meeting minutes contain an action summary. A video recording of the meeting in its entirety can be found on the City of Folsom website on the Traffic Safety Committee webpage.***

## 1. CALL TO ORDER

Chair Brausch called the meeting to order at 4:00 p.m.

## 2. ROLL CALL:

PRESENT: M. Austin (arrived at 4:03 p.m.), Z. Bosch, J. Brausch, R. Cogil, K. Goddard

ABSENT: M. McGee, M. Washburn

## 3. MINUTES

Approval of the Minutes of the April 24, 2025, Meeting.

Goddard motioned to accept the minutes.
Cogil seconded the motion.
Motion was carried with the following vote:

| | |
|---|---|
| AYES: | Austin, Bosch, Brausch, Cogil, Goddard |
| ABSTAIN: | None |
| ABSENT: | McGee, Washburn |

## 4. BUSINESS FROM THE FLOOR/GOOD OF THE ORDER

No public comments were made.

## 5. ACTION/DISCUSSION ITEMS

a. Pine Grove Way and Oakplace East/Oakplace West – Resident Request for All-Way Stop Sign Control

Public Comment made by David Hassin, Craig Burnett, Sharlotte Bennett, Alison Majer, Amanda Ross, Dale Alto, and Jann Jones.

The Traffic Safety Committee did not recommend placing an all-way stop sign at the intersection of Pine Grove Way and Oakplace East/Oakplace West.

The Traffic Safety Committee recommends speed limit signs on Pine Grove Way in both directions, pavement paint with speed limit in both directions, pedestrian warning signage, intersection pedestrian warning signage, and installation of radar feedback signs on Pine Grove Way on approach. There will be a three-month evaluation of the effectiveness of the preventative measures, based on residential feedback and results from the radar feedback signs.

Cogil proposed the motion.
Goddard seconded the motion.
Motion carried with the following vote:

| | |
|---|---|
| AYES: | Austin, Bosch, Brausch, Cogil, Goddard |
| ABSTAIN: | None |
| ABSENT: | McGee, Washburn |

b. Westwood Drive and Needlegrass Drive – Resident Request for Traffic Calming/Intersection Control

The Traffic Safety Committee recommends radar feedback signs on north and south bound Needlegrass Drive, committee standard measures for speed reduction, dotted line paint markers for bike lanes across street entrances, encourage the residential speed watch program, and encourage the Folsom Police Department to increase enforcement of speed limits where possible. Six months after the future trail and crosswalk are completed, Rectangular Rapid Flashing Beacons (RRFB) installed, and school resumes, the committee will evaluate the effectiveness, unless the speed watch program brings additional information sooner that needs to be addressed.

Brausch proposed the motion.
Cogil seconded the motion.
Motion carried with the following vote:

| | |
|---|---|
| AYES: | Austin, Bosch, Brausch, Cogil, Goddard |
| ABSTAIN: | None |
| ABSENT: | McGee, Washburn |

c. Speed Limit Adoption: Various Arterial and Collector Streets in the Folsom Plan Area

The Traffic Safety Committee recommends the approval of the speed limit recommendations for various arterial and collector streets in the Folsom Plan Area. Specifically, US-50 eastbound off-ramp to White Rock Road, Alder Creek Parkway to Mangini Parkway, Westwood Drive to Rustic Ridge Circle, Rustic Ridge Circle to Alder Creek Parkway, Savannah Parkway to Empire Ranch Road, and East Bidwell Street to Oak Avenue Parkway. The committee approves City staff to bring the speed limit adjustments to the City Council for adoption by ordinance.

Goddard proposed the motion.
Cogil seconded the motion.
Motion carried with the following vote:

| | |
|---|---|
| AYES: | Austin, Bosch, Brausch, Cogil, Goddard |

ABSTAIN: None
ABSENT: McGee, Washburn

## 5. INFORMATIONAL ITEMS

a. Traffic Safety Committee Action Item Updates

Chair Brausch commented that Mangini Parkway RRFBs have been installed.

Chair Brausch requested to reconsider the yellow sanctions on North Lexington Drive on a future agenda due to residential complaints that they are not aiding in the traffic control. Bosch agreed to monitor the intersection after school resumes to get video on the situation before adding it to a future agenda.

Bosch will remove Natoma Station Drive and Ashcat Way from the tracker as RRFBs have been installed, the school district has confirmed RRFBs are working, and it has been two years since any outreach.

Bosch informed the committee that there has been no outreach from the public on the South Lexington Drive speeding issue, and there is no urgency to act.

Cogil brought to the committee's attention that the bollards at Willow Creek Drive and Randall Drive have been run over and are bent. Bosch agreed to send City staff to replace the broken bollards.

b. Upcoming Traffic Safety Committee items
- Riley Street and Teceira Way – All Way Stop Control Request
- East Natoma Street and Wesley Drive – All Way Stop Control Request
- Oak Avenue and Vista Oak Drive – All Way Stop Request
- Willow Creek Drive – Traffic Calming Request by Committee Member Cogil

Bosch received a request for a stop sign at American River Canyon Drive and Morning Dove Lane/Bobwhite Lane, which will be added to upcoming Traffic Safety Committee items.

Cogil requested that the Willow Creek Drive – Traffic Calming item be removed from upcoming agendas until the water project is completed. Bosch agreed and will be in contact with Cogil about when the item can be added back to the list.

## 6. ADJOURNMENT

Meeting adjourned at 5:22 p.m.

*This page is intentionally left blank to facilitate double-sided printing and minimize paper use.*

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Consent Calendar |
| **SUBJECT:** | Resolution No. 11455 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 23-049) with Water Systems Consulting, Inc. for $31,464 with $15,732 from the Water Impact Fee Fund (Fund 456) and $15,732 from the Water Operating Fund (Fund 520) for the City of Folsom Water Vision and Appropriation of Funds |
| **FROM:** | Environmental and Water Resources Department |

## RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 11455 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 23-049) with Water Systems Consulting, Inc. for $31,464 with $15,732 from the Water Impact Fee Fund (Fund 456) and $15,732 from the Water Operating Fund (Fund 520) for the City of Folsom Water Vision and Appropriation of Funds.

## BACKGROUND / ISSUE

On August 22, 2023, City Council approved Resolution No. 11089 with Water Systems Consulting, Inc. (WSC) to complete the City's Water Vision planning process. EWR staff recommended a Water Vision planning process to evaluate water supply alternatives to meet customer demands during drought or infrastructure outages, to consider water supply impacts due to climate variability, and to include key stakeholders and customers in the development process. The process evaluated the adequacy and reliability of the City's water supplies, developed a water supply portfolio that addresses water supply reliability, resiliency, and sustainability, and developed recommendations to provide long-term guidance for managing these supplies through the Stakeholder process.

Based on feedback from City Council during the February 20, 2023 City Council meeting, a focused stakeholder group consisting of 20-25 members of the community was created, which included all seven Utility Commissioners. The program contents below were presented to the stakeholder group and the public in six workshops for public comment, feedback, and discussion.

- City water supplies and contracts.
- City's current and future water use.
- Statewide landscape regarding water usage.
- Potential threats to the City's water supplies.
- Opportunities for water supply reliability, resiliency, and redundancy.

## POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of $75,049 or greater shall be awarded by City Council.

The 2035 General Plan outlines the necessary public facilities and services (PFS) to serve the needs of existing and future residents and businesses. The policies within Section 7 of the General Plan seek to ensure that PFS are provided and maintained, so that Folsom can continue to grow and thrive to 2023 and beyond.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.5 – Coordinate with regional and sub-regional agencies to ensure the reliability of an adequate water supply.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.7 – Provide an adequate supply of water for all users in Folsom now and in the future.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.8 – Require water resources be developed in coordination with local flood management, water conservation, and groundwater agencies.

Folsom General Plan 2035, Goal PFS 3.1/Objective 3.1.11 – Ensure a resilient water storage and distribution system that can rapidly recover in the event of a disaster.

## ANALYSIS

The intent of the Water Vision was to initiate a City-wide discussion and an opportunity for public participation in the long-range (at least 50 years) planning of Folsom's future water supply. The planning process was structured into eight key stages across six workshops, including:

- Defining planning objectives to reflect city values, desired outcomes, and process goals
- Assessing risks and vulnerabilities in the current supply
- Screening potential projects for supply improvements
- Developing themed water supply portfolios
- Evaluating and refining these portfolios
- Identifying a recommended future supply portfolio
- Creating an adaptable roadmap for implementation
- Documenting the process in a comprehensive report

City staff along with WSC conducted six stakeholder and public meetings throughout the process of the Water Vision. The workshops covered the following:

- Workshop 1: Your Water Values & Goals
- Workshop 2: Our Drinking Water Supply
- Workshop 3: Confirm New Water Supply Alternatives
- Workshop 4: Future Water Supply Portfolios
- Workshop 5: Defining the Recommended Portfolio
- Workshop 6: Adaptable Implementation Roadmap

This amendment provides for additional work requested by EWR staff during the workshops and for two new items moving forward to complete the project. The additional items below are outside the original scope of work and staff request an amendment to the agreement to complete the work for the Water Vision process.

- Stakeholder meeting packets – WSC developed stakeholder meetings packets to provide to the stakeholder prior to each of the six meetings. This effort was not included in the original scope of work and benefited the process by having more focused and robust public meeting discussions because the stakeholders had time prior to the meetings to review the meeting content.
- Additional project team meetings – At the request of EWR staff, WSC conducted additional coordination meetings with certain stakeholders that provided specific feedback throughout the Water Vision process. This allowed for a better understanding of their comments, concerns, and ideas about the various topics covered during the six workshops and will allow WSC to better incorporate this information into the draft and final reports. This also included comments and feedback received during the process on the adaptive implementation roadmap that provided for the phasing and timing of recommended portfolio approaches.
- Supply and demand evaluations – EWR staff asked WSC to incorporate a risk-based calculation when evaluating existing water system vulnerabilities, which was not included in the original scope of work. This allowed the project team to identify the risk level of the various system vulnerabilities being evaluated while factoring in the probability of the event occurring and the impact of the event. The total risk for each challenge is composed of its impact on water supply and the likelihood of its occurrence.
- Enhanced Executive Summary – this request will provide for the development of a more graphically enhanced summary of the Water Vision process. This will provide for a document that is more accessible to the public without having to read the entire report and distills all the information into a user-friendly document.
- Public draft report comment log – this request will allow for the development of an appendix to document public comments and the associated responses to comments when the public draft report is circulated.

## FINANCIAL IMPACT

The Water Vision process was not included in the Fiscal Year 2025-26 operating budget. The Environmental and Water Resources Department is requesting a total appropriation of $31,464 with $15,732 to be appropriated in the Fiscal Year 2025-26 Water Operating Fund (Fund 520) budget and $15,732 to be appropriated in the Water Impact Fee Fund (Fund 456) for an updated

total contract amount of $423,989. One of the allowed expenses for the Water Impact Fund is expenses due to dry years. Sufficient funds are available in the Water Operating Fund (Fund 520) and the Water Impact Fund (Fund 456) for this appropriation.

**ENVIRONMENTAL REVIEW**

This project is exempt from environmental review under the California Environmental Quality Act, Section 15262 "Feasibility and Planning Studies".

**ATTACHMENT**

Resolution No. 11455 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 23-049) with Water Systems Consulting, Inc. for $31,464 with $15,732 from the Water Impact Fee Fund (Fund 456) and $15,732 from the Water Operating Fund (Fund 520) for the City of Folsom Water Vision and Appropriation of Funds

Submitted,

_____

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

Attachment 1

# RESOLUTION NO. 11455

## A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT (CONTRACT NO. 173-21 23-049) WITH WATER SYSTEMS CONSULTING, INC. FOR $31,464 WITH $15,732 FROM THE WATER IMPACT FEE FUND (FUND 456) AND $15,732 FROM THE WATER OPERATING FUND (FUND 520) FOR THE CITY OF FOLSOM WATER VISION AND APPROPRIATION OF FUNDS

**WHEREAS,** the City of Folsom's 2020 Urban Water Management Plan is the City's primary water supply planning document; and

**WHEREAS,** the City selected Water Systems Consulting, Inc. to develop the Water Vision process through Resolution No. 11089; and

**WHEREAS,** the Water Vision process included six stakeholders and public workshops to define a recommended long-term water supply portfolio; and

**WHEREAS,** the Environmental and Water Resources Department requested additional work to be completed for the Water Vision process to include in the draft and final documents the comments, ideas, and feedback received from the stakeholders and the public; and

**WHEREAS,** the Water Vision process yielded a water supply portfolio through the stakeholder process along with an adaptable implementation roadmap; and

**WHEREAS,** the draft and final reports of the Water Vision process will incorporate comments and feedback from the stakeholder group and the public; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute Amendment No. 1 to the Agreement (Contract No. 173-21 23-049) with Water Systems Consulting, Inc. for $31,464 with $15,732 from the Water Impact Fee Fund (Fund 456) and $15,732 from the Water Operating Fund (Fund 520) for the City of Folsom Water Vision and Appropriation of Funds.

**BE IT FURTHER RESOLVED** that the Finance Director is authorized to appropriate $15,732 in the Water Operating Fund (Fund 520) and $15,732 in the Water Impact Fund (Fund 456).

**PASSED AND ADOPTED** this 9th day of September 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

*This page is intentionally left blank to facilitate double-sided printing and minimize paper use.*

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | Consent Calendar |
| **SUBJECT:** | Resolution No. 11457 – A Resolution Authorizing the City Manager to Execute an Agreement with Western Systems, Inc. for $160,906.25 from the Transportation Improvement Fund (Fund 446) to Purchase Cabinets at Four Locations for the Flashing Yellow Arrow Trial Project |
| **FROM:** | Public Works Department |

## RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11457 – A Resolution Authorizing the City Manager to Execute an Agreement with Western Systems, Inc. for $160,906.25 from the Transportation Improvement Fund (Fund 446) to Purchase Cabinets at Four Locations for the Flashing Yellow Arrow Trial Project.

## BACKGROUND / ISSUE

On May 13, 2025, the City Council approved Resolution No. 11379 authorizing the Public Works Department to implement a Flashing Yellow Arrow (FYA) Trial Project. The project advances the use of protected/permissive left turn operations with a four-section signal head containing a flashing yellow arrow, a Federal Highway Administration–approved traffic control device. This operational enhancement is intended to improve traffic flow, reduce vehicle emissions, and improve driver experience.

As part of the trial project, the City identified four intersections as candidates for FYA installation. The four locations identified for the trial are along Natoma Street at Prison Road, Wales Drive, Stafford Street, and Coloma Street. To implement the project, upgrades to the existing traffic signal controller cabinets and foundations are required to ensure compatibility with modern equipment and to allow efficient maintenance and troubleshooting.

The City has standardized its traffic signal cabinet specification to the Western Systems, Inc. P-Plus cabinet, developed in coordination with City staff and tested for compatibility with existing infrastructure. Standardization of equipment across all locations has proven beneficial, allowing City staff to quickly address issues, reduce downtime, and enhance roadway safety.

Western Systems, Inc. provided a quote dated June 3, 2025, for the necessary cabinets and components to serve the four project locations. The total cost, including equipment, shipping, and tax, is $160,906.25. The requested purchase represents a sole-source procurement, consistent with Folsom Municipal Code Section 2.36.140, due to the City's standardization on Western Systems cabinets.

## POLICY / RULE

Section 2.36.080 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of $75,049 or greater shall be awarded by the City Council.

## FINANCIAL IMPACT

The purchase of four Western Systems, Inc. P-Plus traffic signal cabinets and related components, will be funded from the Transportation Improvement Fund (Fund 446) in the amount of $160,906.25. Sufficient funds are budgeted and available for this expenditure.

## ENVIRONMENTAL REVIEW

The action under consideration involves the purchase of equipment and does not constitute a project under the California Environmental Quality Act (CEQA).

## ATTACHMENTS

1. Resolution No. 11457 – A Resolution Authorizing the City Manager to Execute an Agreement with Western Systems, Inc. for $160,906.25 from the Transportation Improvement Fund (Fund 446) to Purchase Cabinets at Four Locations for the Flashing Yellow Arrow Trial Project

2. Flashing Yellow Arrow Trial Project Locations Map

Submitted,

_____

Rebecca Neves, PUBLIC WORKS DIRECTOR/CITY ENGINEER

Attachment 1

**RESOLUTION NO. 11457**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WESTERN SYSTEMS, INC. FOR $160,906.25 FROM THE TRANSPORTATION IMPROVEMENT FUND (FUND 446) TO PURCHASE CABINETS AT FOUR LOCATIONS FOR THE FLASHING YELLOW ARROW PROJECT**

**WHEREAS**, on May 13, 2025, the City Council approved Resolution No. 11379 authorizing the Public Works Department to implement a Flashing Yellow Arrow (FYA) Trial Project to improve traffic flow, reduce emissions, and enhance driver experience; and

**WHEREAS**, to implement the trial project, upgrades to the existing traffic signal controller cabinets are required to ensure compatibility with modern equipment and allow efficient maintenance and troubleshooting; and

**WHEREAS**, the City has standardized its traffic signal cabinet specification to the Western Systems, Inc. P-Plus cabinet, which was developed in coordination with City staff and tested for compatibility with existing infrastructure, thereby improving safety and operational efficiency; and

**WHEREAS**, Western Systems, Inc. provided a quote dated June 3, 2025, for the necessary cabinets and components to serve the four project locations, with a total cost, including equipment, shipping, and tax, of $160,906.25; and

**WHEREAS**, sufficient funds in the amount of $160,906.25 are budgeted and available in the Transportation Improvement Fund (Fund 446) for the purchase; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom hereby authorizes the City Manager to execute an agreement with Western Systems, Inc. in the amount of $160,906.25 to purchase four P-Plus cabinets and related components for the Flashing Yellow Arrow Trial Project.

**PASSED AND ADOPTED** on this 9th day of September 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

# Flashing Yellow Arrow Trial Project Installation Locations

1. Natoma St & Prison Rd
2. Natoma St & Wales Dr
3. Natoma St & Stafford St
4. Natoma St & Coloma St




CITY OF FOLSOM
DISTINCTIVE BY NATURE

0 0.2 0.4 0.8 1.2 1.6 Miles

N

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | New Business |
| **SUBJECT:** | Resolution No. 11454 - A Resolution Authorizing the City Manager to Execute an Agreement with ARB, Inc. for $3,101,298 from the Sewer Operating Fund (Fund 530) for the Construction of the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds |
| **FROM:** | Environmental and Water Resources Department |

## RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 11454 - A Resolution Authorizing the City Manager to Execute an Agreement with ARB, Inc. for $3,101,298 from the Sewer Operating Fund (Fund 530) for the Construction of the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds.

## BACKGROUND / ISSUE

The Environmental and Water Resources (EWR) Department identifies infrastructure rehabilitation and replacement projects through water and sewer master plans, ongoing condition assessment programs, and regulatory changes. As a condition of the City's State permit for its wastewater collection system, the EWR Department is required to perform ongoing condition assessments on the wastewater system and correct any defects/deficiencies identified through this process. Through these efforts, EWR staff identified the Basin 4 Sewer Phase 1 Project as a priority project.

The Basin 4 Sewer Phase 1 Project consists of rehabilitating and replacing approximately 3,200 lineal feet of sanitary sewer pipeline and the rehabilitation and repair of various sewer manholes within the City. Specifically, the project includes rehabilitating and replacing approximately 400 feet of sewer pipeline near Granite Park along Reading Street from Mormon/Natoma Alley to Figueroa/Mormon Alley, approximately 1,800 feet of sewer pipeline within the Natoma-Persifer Alley between Sibley Street and Riley Street, approximately 1,000 feet of sewer pipeline along Sutter Street between Scott Street and Coloma Street, and the rehabilitation and repair of a sewer

manhole near Oak Avenue and East Bidwell. Additionally, the project consists of relining approximately 16 sanitary sewer manholes near East Bidwell and Clarksville Road as well replacing the flow meter at Pump Station No. 2. This project will reduce inflow and infiltration, minimize annual maintenance costs, and minimize the risk of sewer overflows.

This resolution will authorize the City Manager to execute an agreement with ARB, Inc. for the Construction of the Basin 4 Sewer Phase 1 Project for a not-to-exceed amount of $3,101,298 and appropriation of funds.

## POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of $75,049 or greater shall be awarded by City Council.

## ANALYSIS

The City completed plans and specifications for the Basin 4 Sewer Phase 1 Project and publicly advertised in the Sacramento Bee for bids on July 16, 2025. In addition, the City provided these documents to www.publicpurchase.com and www.virtual-bid.com, which are picked up by several area builders' exchanges, and posted information on the City of Folsom's website. The Environmental and Water Resources Department received the following bids on August 15, 2025 for construction of the Basin 4 Sewer Phase 1 Project:

| Contractor | Bid Amount |
|---|---|
| ARB, Inc. | $2,819,362.00 |
| Mozingo Construction, Inc. | $2,957,575.00 |
| Marques General Engineering, Inc. | $3,193,362.00 |
| Ghilotti Construction Company, Inc. | $3,388,021.00 |
| Cox & Cox Construction, Inc. | $3,869,914.50 * |
| WestRock Engineering | $3,979,565.00 |
| A. Teichert & Son, Inc. dba Teichert Construction | $4,509,534.00 |

* Cox & Cox Construction, Inc. submitted a Sealed Proposal bid of $3,858,230.00. However, after conducting a review of all bids submitted, EWR staff calculated that their actual total bid as $3,869,914.50, which is reflected in the table above.

Staff has reviewed the submitted bids and has determined that ARB, Inc. is the lowest responsible and responsive bidder who meets the requirements and specifications set forth in the invitation for bids.

## FINANCIAL IMPACT

The Environmental and Water Resources Department recommends that the contract be awarded to the lowest responsible, responsive bidder, ARB, Inc. for $2,819,362 with the project budgeted

for this agreement in the amount of $3,101,298 which will include a 10% contingency in the amount of $281,936.

The Basin 4 Sewer Phase 1 Project (Project No. WW2201) is included in the Fiscal Year 2025-26 Capital Improvement Plan with a project budget of $2,840,705 in the Sewer Operating Fund (Fund 530). The project budget will require an appropriation in the amount of $515,655 in the Sewer Operating Fund (Fund 530) for this agreement. This will bring the total project budget to $3,356,360. Sufficient funds are available in the Sewer Operating Fund (Fund 530) for the appropriation.

**ATTACHMENTS**

1. Resolution No. 11454 - A Resolution Authorizing the City Manager to Execute an Agreement with ARB, Inc. for $3,101,298 from the Sewer Operating Fund (Fund 530) for the Construction of the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds
2. Basin 4 Phase 1 Sewer Project Map

Submitted,

_____

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

Attachment 1

**RESOLUTION NO. 11454**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ARB, INC. FOR $3,101,298 FROM THE SEWER OPERATING FUND (FUND 530) FOR THE CONSTRUCTION OF THE BASIN 4 SEWER PHASE 1 PROJECT (WW2201) AND APPROPRIATION OF FUNDS**

**WHEREAS,** the City has identified this project as a priority to maintain the integrity and operation of the City's sanitary sewer system; and

**WHEREAS,** the Basin 4 Sewer Phase 1 Project consists of rehabilitating and replacing approximately 3,200 lineal feet of sanitary sewer pipeline and appurtenances, the rehabilitation and repair of 17 manholes at various locations within the City as well as the replacement of a sewer flow meter at Pump Station No. 2; and

**WHEREAS,** plans and specifications were prepared for this work and publicly advertised for bids on July 16, 2025; and

**WHEREAS**, ARB, Inc. was the lowest responsible and responsive bidder, with an amount of $2,819,362; and

**WHEREAS,** this project was included in the FY 2025-26 Capital Improvement Plan with a project budget of $2,840,705; and

**WHEREAS**, an additional appropriation of funds in the amount of $515,655 is needed for a revised project budget of $3,356,360 and sufficient funds are available in the Sewer Operating Fund (Fund 530) for this additional appropriation; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with ARB, Inc. for the Construction of the Basin 4 Sewer Phase 1 Project (WW2201) for a not-to-exceed amount of $2,819,362 with the budgeted amount to include a 10% contingency, of $281,936 for a total of $3,101,298.

**BE IT FURTHER RESOLVED** that the Finance Director is authorized to appropriate $515,655 in the Fiscal Year 2025-26 Sewer Operating Fund (Fund 530) for Construction of the Basin 4 Sewer Phase 1 Project (WW2201) for a total project budget of $3,356,360.

**PASSED AND ADOPTED** this 9th day of September 2025, by the following roll-call vote:

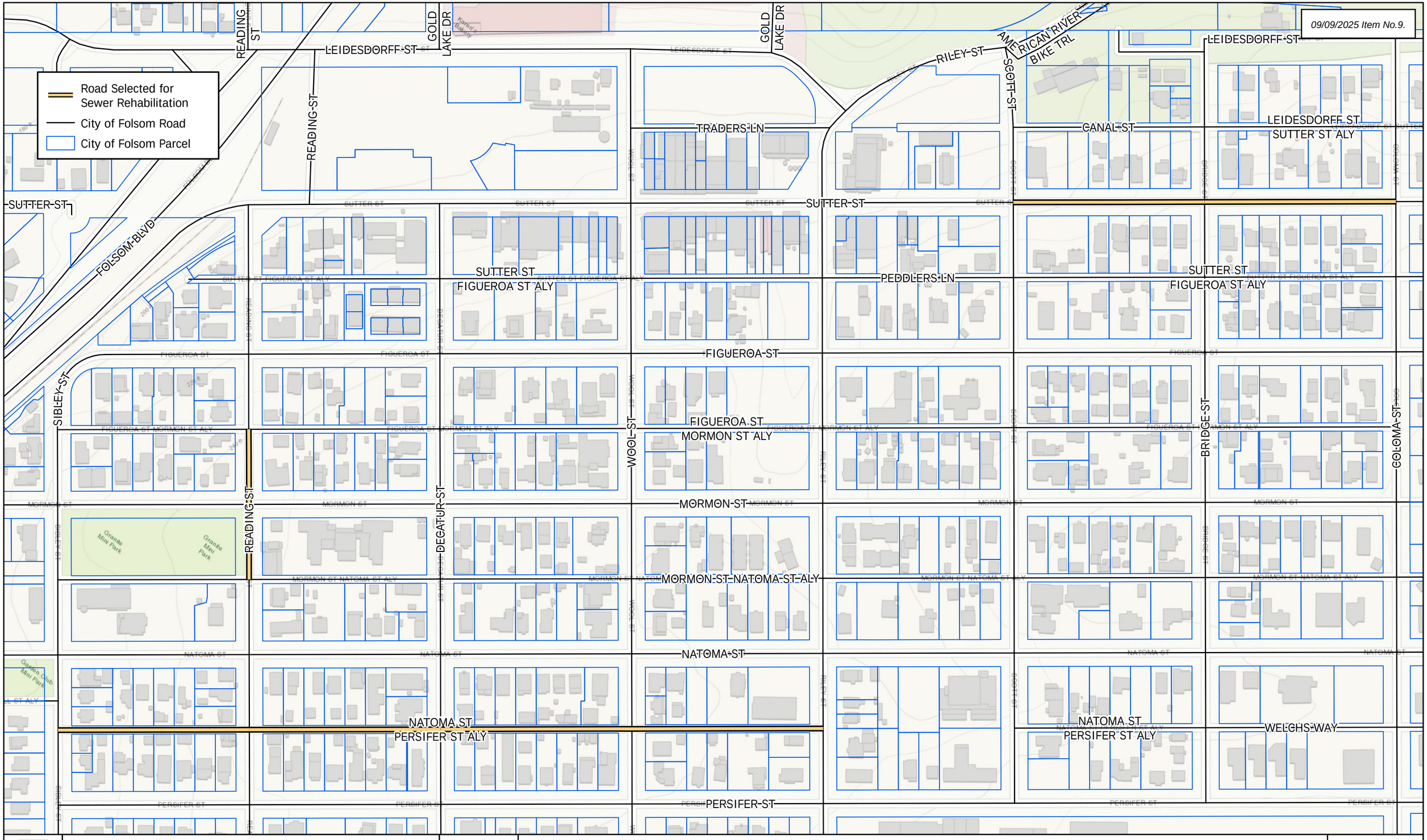
**AYES:** Councilmember(s):
**NOES:** Councilmember(s):
**ABSENT:** Councilmember(s):
**ABSTAIN:** Councilmember(s):

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2




# City of Folsom - Basin 4 Phase 1 Project

## Roads for Sewer Rehabilitation



Drawn by: MBudd
Page Size: 11" x 17"
Date Saved: 8/22/2025

Document Path: M:\2_GIS_STAFF\MBUDD\CIPS\B4PH1RoadsToRehab.pdf

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | New Business |
| **SUBJECT:** | Resolution No. 11456 - A Resolution Authorizing the City Manager to Execute an Agreement with Dewberry Engineers Inc. for $541,442 from the Sewer Operating Fund (Fund 530) for Construction Management and Inspection Services for the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds |
| **FROM:** | Environmental and Water Resources Department |

**RECOMMENDATION / CITY COUNCIL ACTION**

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 11456 - A Resolution Authorizing the City Manager to Execute an Agreement with Dewberry Engineers Inc. for $541,442 from the Sewer Operating Fund (Fund 530) for Construction Management and Inspection Services for the Basin 4 Sewer Phase 1 Project (WW2201) and Appropriation of Funds.

**BACKGROUND / ISSUE**

The Environmental and Water Resources (EWR) Department identifies infrastructure rehabilitation and replacement projects through water and sewer master plans, ongoing condition assessment programs, and regulatory changes. As a condition of the City's State permit for its wastewater collection system, the EWR Department is required to perform ongoing condition assessments on the wastewater system and correct any defects/deficiencies identified through this process. Through these efforts, EWR staff identified the Basin 4 Sewer Phase 1 Project as a priority project.

The Basin 4 Sewer Phase 1 Project consists of rehabilitating and replacing approximately 3,200 lineal feet of sanitary sewer pipeline and the rehabilitation and repair of various sewer manholes within the City. Specifically, the project includes rehabilitating and replacing approximately 400 feet of sewer pipeline near Granite Park along Reading Street from Mormon/Natoma Alley to Figueroa/Mormon Alley, approximately 1,800 feet of sewer pipeline within the Natoma-Persifer

Alley between Sibley Street and Riley Street, approximately 1,000 feet of sewer pipeline along Sutter Street between Scott Street and Coloma Street, and the rehabilitation and repair of a sewer manhole near Oak Avenue Parkway and East Bidwell. Additionally, the project consists of relining approximately 16 sanitary sewer manholes near East Bidwell and Clarksville Road and 1 sanitary sewer manhole on Sutter Street as well replacing the flow meter at Pump Station No. 2. This project will reduce inflow and infiltration, minimize annual maintenance costs, and minimize the risk of sewer overflows.

This resolution will authorize the City Manager to execute an agreement with Dewberry Engineers Inc. for Construction Management and Inspection Services for the Basin 4 Sewer Phase 1 Project for a not-to-exceed amount of $541,442 and appropriation of funds.

## POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of $75,049 or greater shall be awarded by City Council.

## ANALYSIS

In January 2025, the EWR Department completed a pre-qualification process for consultants for construction management services for water and wastewater projects. The firms Dewberry Engineers Inc., Psomas, and West Yost & Associates, Inc. were among a group of firms selected to provide these services for this type of project through this previously completed pre-qualification process.

On June 26, 2025, the City requested proposals from these consultants to provide construction management services consisting of resident engineer services, full-time on-site inspection, project schedule tracking, review and/or coordination of project submittals, coordination with the other on-going City construction projects, labor compliance review, customer coordination, materials testing, and overall owner representation throughout construction of the Basin 4 Sewer Phase 1 Project. On July 18, 2025, EWR received proposals from Dewberry Engineers Inc., Psomas, and West Yost & Associates, Inc. The scope of work included the following assumptions that were required to be included in the proposals.

1. Construction Period: 150 calendar days
    a. Full time inspector for duration of project
    b. Resident Engineer for duration of the project
2. Pre-construction and post-construction period (submittals, punch list, final project walkthrough, as-builts, change order support): 90 calendar days
    a. Inspector for 50% of period duration
    b. Resident Engineer for 50% of period duration
3. Night work: 10 shifts
4. Materials testing
    a. Compaction testing at eight (8) locations
    b. Concrete testing (sidewalk, curb, and gutter)
5. Special inspections
    a. Sewer manhole coating

b. Cured in place pipeline (CIPP)
c. Sewer manhole injection grouting

Based on the scope of work assumptions described above, EWR staff calculated approximately 2,400 hours of work required for the duration of the project. This includes inspection time during regular working hours, nightwork inspection hours, resident engineer time, and administration support time for the project. These assumptions are based on previous City projects of similar size and scope.

The proposals were evaluated by three EWR staff members for technical evaluation prior to reviewing project costs. The proposals were reviewed and scored for project understanding, project team qualifications and experience, recent relevant project experience, and understanding of the scope of work. The technical evaluations were scored as shown in Table 1.

| Consultant | EWR 1 | EWR 2 | EWR 3 | Average |
|---|---|---|---|---|
| Dewberry Engineers Inc. | 66 | 68 | 69 | 67.7 |
| Psomas | 67 | 69 | 67 | 67.7 |
| West Yost & Associates, Inc. | 70 | 66 | 62 | 66.0 |

*Table 1: Consultant Technical Scores without Costs*

After reviewing each proposal for project understanding, project team qualifications and experience, recent relevant project experience, and understanding of the scope of work, the proposals were reviewed for project costs. The fee schedules for the scope of work outlined in the request for proposal from each consultant are shown in Table 2.

| Consultant | Total Fee Amount |
|---|---|
| Dewberry Engineers Inc. | $541,441.36 |
| Psomas | $710,556.00 |
| West Yost & Associates, Inc. | $424,260.00 |

*Table 2: Consultant Project Costs*

EWR staff noted various differences and assumptions used amongst the 3 proposers related to pre-construction work, work during construction, and work during project closeout. To better understand the impacts of the consultant costs and related working hours, EWR staff compared the direct hours and corresponding direct costs from each proposal for work expected to be performed by the Project Manager, Resident Engineer, Inspector (regular time), Inspector (night work), and Administration for pre-construction services, services during construction and post-construction services. These were then compared to the assumptions included in the RFP described above. The direct hours from each consultant are shown in Table 3. The direct costs per hour from each consultant are shown in Table 4.

| Consultant | Direct Hours for Pre-Construction Phase | Direct Hours for Construction Phase | Direct Hours for Project Closeout Phase | Total Direct Hours |
|---|---|---|---|---|
| Dewberry Engineers Inc. | 303 | 1,851 | 315 | 2,469 |

| | | | | |
|---|---|---|---|---|
| Psomas | 208 | 1,736 | 588 | 2,532 |
| West Yost & Associates, Inc. | 18 | 1,245 | 100 | 1,363 |

*Table 3: Consultant Direct Hours*

Based on the review of the associated hours within each proposal there was a significant difference between the hours submitted by West Yost & Associates, Inc. compared to Dewberry Engineers Inc. and Psomas. The hours provided by West Yost & Associates, Inc. are significantly lower than the calculated hours assumed in the RFP by EWR staff and by the hours proposed by the other two consultant firms.

To better understand the cost impacts, EWR staff calculated the direct cost per hour of all three firms as shown in the table below. Increasing West Yost's hours to 2,400 hours (1,037 hour increase), would yield an additional funding need of approximately $260,000 above West Yost's direct costs of $341,573 listed below for a revised not-to-exceed amount of approximately $600,000, which is higher than the other two consultant firms for slightly less total hours. EWR staff considers the proposal by West Yost & Associates, Inc. insufficient to meet the project needs and does not adequately represent the necessary working hours needed for this project.

| Consultant | Direct Cost | Total Direct Hours | Direct Cost/Direct Hour |
|---|---|---|---|
| Dewberry Engineers Inc. | $513,846.47 | 2,469 | $208.12 |
| Psomas | $526,076.00 | 2,532 | $207.77 |
| West Yost & Associates, Inc. | $341,573.00 | 1,363 | $250.60 |

*Table 4: Consultant Cost Per Hour*

Dewberry Engineers Inc. was determined to provide the best value to the City based on the scope of work provided in their proposal, the project team, their expertise for this type of project, and the fee amount that aligned with the assumptions provided in the RFP. Dewberry Engineers Inc. included a detailed and thorough project understanding as well as past relevant experience with similar projects. Dewberry Engineers Inc. also went above and beyond and provided a complimentary constructability review in their proposal, which highlighted some potential challenges with the project and ideas of how to mitigate them. EWR staff was able to incorporate some of the items of the constructability review into an addendum for this project's construction bid, potentially preventing some complications during the construction phase. Table 5 shows the overall total scores including direct project costs based on a maximum score of 100.

| Consultant | Technical Score (Avg.) | Cost Score | Total Score |
|---|---|---|---|
| Dewberry Engineers Inc. | 67.7 | 17.1 | 84.8 |
| Psomas | 67.7 | 17.0 | 84.7 |
| West Yost & Associates, Inc. | 66 | 18.3 | 84.3 |

*Table 5: Consultant Overall Scoring Including Project Costs*

This resolution will authorize the City Manager to execute an agreement with Dewberry Engineers Inc. for Construction Management and Inspection services for the Basin 4 Sewer Phase 1 Project for a not-to-exceed amount of $541,442.

## FINANCIAL IMPACT

The Basin 4 Sewer Phase 1 Project (WW2201) is included in the Fiscal Year 2025-26 Capital Improvement Plan with a project budget of $2,840,705 in the Sewer Operating Fund (Fund 530). The project budget will require an appropriation in the amount $541,442 in the Sewer Operating Fund (Fund 530) for this agreement which has sufficient funds available. Assuming the City Council passes and adopts Resolution No. 11454 authorizing an appropriation increase of $515,655, the updated total project budget will be $3,897,802.

## ATTACHMENTS

1. Resolution No. 11456 - A Resolution Authorizing the City Manager to Execute an Agreement with Dewberry Engineers Inc. for $541,442 from the Sewer Operating Fund (Fund 530) for Construction Management and Inspection Services for the Basin 4 Sewer Phase 1 Project (WW2201)

2. Basin 4 Phase 1 Sewer Project Map

Submitted,

_____

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

Attachment 1

# RESOLUTION NO. 11456

## A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DEWBERRY ENGINEERS INC. FOR $541,442 FROM THE SEWER OPERATING FUND (FUND 530) FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE BASIN 4 PHASE 1 PROJECT (WW2201) AND APPROPRIATION OF FUNDS

**WHEREAS,** the City has identified this project as a priority to maintain the integrity and operation of the City's sanitary sewer system; and

**WHEREAS,** the Basin 4 Sewer Phase 1 Project consists of rehabilitating and replacing approximately 3,200 lineal feet of sanitary sewer pipeline and appurtenances, the rehabilitation and repair of 17 manholes at various locations within the City as well as the replacement of a sewer flow meter at Pump Station No. 2; and

**WHEREAS,** Dewberry Engineers Inc. by reason of their past experience, knowledge, and abilities for performing these types of services, are qualified to perform the required construction management and inspection services for the project; and

**WHEREAS,** the Basin 4 Sewer Phase 1 Project (WW2201) is included in the Fiscal Year 2025-26 Capital Improvement Plan; and

**WHEREAS,** an appropriation of funds in the amount of $541,442 is needed in the Sewer Operating Fund (Fund 530) for the Basin 4 Sewer Phase 1 Project budget to accommodate the cost of the agreement; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with Dewberry Engineers Inc. for Construction Management and Inspection Services for $541,442 from the Sewer Operating Fund (Fund 530) for the Basin 4 Sewer Phase 1 Project (WW2201).

**BE IT FURTHER RESOLVED** that the Finance Director is authorized to appropriate $541,442 in the Fiscal Year 2025-26 Sewer Operating Fund (Fund 530) for Construction Management and Inspection Service for the Basin 4 Sewer Phase 1 Project (WW2201) for a total project budget of $3,897,802.

**PASSED AND ADOPTED** this 9th day of September 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

Road Selected for Sewer Rehabilitation
City of Folsom Road
City of Folsom Parcel

READING ST
LEIDESDORFF ST
GOLD LAKE DR
RILEY ST
AMERICAN RIVER BIKE TRL
SCOTT ST
TRADERS LN
CANAL ST
LEIDESDORFF ST SUTTER ST ALY
SUTTER ST
FOLSOM BLVD
SUTTER ST FIGUEROA ST ALY
PEDDLERS LN
SIBLEY ST
FIGUEROA ST
WOOL ST
FIGUEROA ST MORMON ST ALY
BRIDGE ST
GOLOMA ST
DECATUR ST
MORMON ST
MORMON ST NATOMA ST ALY
NATOMA ST
NATOMA ST PERSIFER ST ALY
WELCHS WAY
PERSIFER ST
Granite Mini Park
Garden Club Mini Park

0 100 200 400 600 800
US Feet
1 IN : 210 FT

# City of Folsom - Basin 4 Phase 1 Project
## Roads for Sewer Rehabilitation



Drawn by: MBudd
Page Size: 11" x 17"
Date Saved: 8/22/2025

Document Path: M:\2_GIS_STAFF\MBUDD\CIPS\B4PH1RoadsToRehab.pdf

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | New Business |
| **SUBJECT:** | Resolution No. 11458- A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit |
| **FROM:** | Human Resources Department |

**RECOMMENDATION / CITY COUNCIL ACTION**

The Human Resources Director recommends that the City Council pass and adopt Resolution No.11458– A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit.

**BACKGROUND / ISSUE**

The existing Memorandum of Understanding (MOU) between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit expired on June 30, 2025. The parties began negotiations on a new MOU on February 24, 2025, and reached a tentative agreement on August 22, 2025. The Sacramento Area Firefighters Local 522 ratified the tentative agreement on August 28, 2025. The new proposed successor MOU is being presented to the City Council on September 9, 2025, for consideration and approval.

**POLICY / RULE**

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

**ANALYSIS and FINANCIAL IMPACT**

A tentative agreement was reached by the parties and the proposed successor Memorandum of Understanding, which will be effective July 1, 2025, contains the following changes that have some economic impact, as outlined below. The changed provisions are as follows:

1. The MOU term will be for three (3) years: July 1, 2025, through June 30, 2028.

2. A Cost-of-living adjustment (COLA) will be provided for each year of the agreement:
    - Year 1: Effective July 1, 2025
        - 2.5% for all classifications
        - The cost for the first year of the COLA will increase salary and benefits approximately $337,456.
    - Year 2: Effective July 1, 2026
        - 2.5% for all classifications
        - The cost for the second year of the COLA will increase salary and benefits approximately $465,589.
    - Year 3: Effective July 1, 2027
        - 2.5% for all classifications
        - The cost for the third year of the COLA will increase salary and benefits approximately $658,698.

3. Tuition Reimbursement
    - Tuition/books reimbursement increase from $1,500 per fiscal year to $2,500 per fiscal year.
    - The cost of the increase in educational incentive pay will be approximately $20,500.

4. Longevity Pay
    - Employees with ten (10) or more years of full-time continuous City service will be eligible to receive 2 ½% of their base salary.
    - The cost will be approximately $35,500.

5. Paramedic Incentive Pay
    - Effective the first pay period following ratification, Firefighters, Fire Engineers and Fire Captains that maintain paramedic licensure will receive the following incentive pay:
        1) Firefighter – 9% of base wage (currently $765/mo)
        2) Fire Engineer – 6% of base wage (currently $600/mo)
        3) Fire Captain – 5% of base wage (currently $550/mo)
    - Effective first full pay period in July 2027:
        1) Firefighter – 10% of base wage.
        2) Fire Engineer – 7% of base wage.
        3) Fire Captain – 6% of base wage.
    - For FY 2027-28, the cost will be approximately $143,721.

6. A variety of non-economical and clarification language changes were also agreed upon.

**ATTACHMENTS**

1. Resolution No. 11458- A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit.
2. Proposed Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit for the term of July 1, 2025, through June 30, 2028.

Submitted,

Allison Garcia, Human Resources Director

Attachment 1

# RESOLUTION NO. 11458

## A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE SACRAMENTO AREA FIREFIGHTERS LOCAL 522, IAFF, FOLSOM UNIT

**WHEREAS,** the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit have met and conferred in good faith since February 24, 2025; and

**WHEREAS,** the parties reached a tentative agreement on August 22, 2025; and

**WHEREAS,** the members of the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit ratified the tentative agreement on August 28, 2025; and

**WHEREAS,** the City Manager and the City's negotiation team recommend the City Council adopt the agreement

**NOW, THEREFORE, BE IT RESOLVED** that the City Council adopts the agreement between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit for the period of July 1, 2025, to June 30, 2028; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit.

**PASSED AND ADOPTED** this 9th day of September, 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF FOLSOM**

**AND**

**SACRAMENTO AREA FIREFIGHTERS**

**LOCAL 522, IAFF, FOLSOM UNIT**

July 1, 2025~~2~~, through June 30, 2028~~5~~

**TABLE OF CONTENTS**

PREAMBLE ..... 85
ARTICLE I ..... 85
RECOGNITION AND COVERAGE ..... 85
1. Recognition ..... 85
2. Continuation of Benefits ..... 85
3. Terms of Understanding ..... 96
4. Meeting and Conferring During the Term of the Memorandum of Understanding ..... 96
5. Severance ..... 96
6. No Strike ..... 96
ARTICLE II ..... 107
MANAGEMENT RIGHTS ..... 107
ARTICLE III ..... 118
UNION RIGHTS ..... 118
1. Union Leave ..... 118
2. Union Bank Time ..... 129
3. Union Security ..... 129
ARTICLE IV ..... 1310
SALARY AND OTHER COMPENSATION ..... 1310
1. Market Survey ..... 1310
2. Paramedic Incentive Pay ..... 1310
3. Temporary Work Assignments ..... 1512
4. Educational Incentive ..... 1512
5. Longevity Pay Plan ..... 1613
6. Out of Class Compensation ..... 1714
7. Retirement ..... 1714
8. Pre-Retirement Optional Settlement 2W Death Benefit (Survivors) ..... 1915
9. PERS Retirement – Alternate Death Benefit ..... 1915
10. Social Security Withdrawal ..... 1915
11. Field Training Officer (FTO) ..... 1915
12. Salary ..... 2016
ARTICLE V ..... 2116
OVERTIME ..... 2117
1. Overtime Computation/Accrued Staffing Furlough Time ..... 2117
2. Compensating Time Off ..... 2117
3. Overtime Scheduling ..... 2218
4. Emergency Callback ..... 2218
5. Mandatory Hires ..... 2218
6. Court Appearances ..... 2319
7. Station Assignment Changes ..... 2319
8. Staffing Errors ..... 2319
9. Scheduled Off-Duty Training ..... 2420
10. City Business Travel ..... 2420
ARTICLE VI ..... 2420

HOURS OF WORK ..... 2420

1. 48/96 Work Shift ..... 2420
2. Modified Duty Assignments ..... 2521
3. Fair Labor Standards Act (FLSA) ..... 2521
4. Station and Shift Transfer Process ..... 2521
5. Station Bids ..... 2622

ARTICLE VII ..... 2723

HOLIDAYS ..... 2723

1. Non-Shift Personnel ..... 2723
2. Holiday Pay Differential ..... 2824
3. Holiday Routine ..... 2824

LEAVES ..... 2824

1. Annual Leave. ..... 2824
2. Leave Request Procedure ..... 2925
3. Vacation Bidding ..... 3026
4. Shift Trades ..... 3228
5. Sick Leave ..... 3430
6. FLMA or CFRA ..... 3531
7. Bereavement Leave ..... 3531
8. Personal Leave Time ..... 3632
9. Emergency Leave ..... 3632
10. Leave Time Accrual - Non-Pay Status ..... 3632
11. Local 522 Catastrophic Time Bank ..... 3732
12. Leave Conversion Rates ..... 3733
13. Jury Duty Leave ..... 3834

ARTICLE IX ..... 3935

INSURANCE ..... 3935

1. Medical Insurance ..... 3935
2. Health Insurance ..... 3935
3. High Deductible Health Plans ..... 4136
4. Out of Area Health Plan ..... 4236
5. Dental Insurance ..... 4337
6. Vision Care ..... 4338
7. Health Benefits Labor-Management Committee ..... 4438
8. Life Insurance ..... 4438
9. Short Term Disability Insurance ..... 4438
10. Long Term Disability Insurance ..... 4438
11. FMLA/CFRA Leave Status ..... 4439
12. Retiree Health Insurance ..... 4539
13. Retiree Health Benefits Reopener ..... 4741
14. IAFF Medical Expense Reimbursement Plan ..... 4741

ARTICLE X ..... 4943

ALLOWANCES AND REIMBURSEMENTS ..... 4943

1. Uniform Allowance ..... 4943
2. Uniforms - Class A ..... 5044
3. Mileage Reimbursement ..... 5044
4. Tuition/Books Reimbursement ..... 5044
5. Compensation for Training ..... 5145

6. Replacement of Damaged Personal Property ..... 5145
7. SCBA Optics Reimbursement ..... 5245

ARTICLE XI ..... 5246

EMPLOYEE DISCIPLINE ..... 5246

1. Employee Discipline ..... 5246
2. Performance Evaluations ..... 5751
3. Personnel Files ..... 5751
4. Purging Personnel Files ..... 5851

ARTICLE XII ..... 5852

GRIEVANCE PROCEDURE ..... 5852

1. Grievance Procedure ..... 5852

ARTICLE XIII ..... 6054

MISCELLANEOUS ..... 6054

1. Fitness for Duty ..... 6054
2. Fitness Evaluation (Wellness) ..... 6155
3. Modified Duty Assignments ..... 6255
4. Fire Job Classification ..... 6255
5. Promotional Test Scheduling ..... 6256
6. Paycheck Distribution ..... 6356
7. Labor/Management Team ..... 6357
8. Department Bulletins ..... 6357
9. Program Coordinator/Technician ..... 6357
10. Program Incentive Pay ..... 6457
11. Medic Unit Incentive Pay ..... 6559
12. Strike Team - Assignments ..... 6559
13. Probationary Period, Seniority, Demotion and Layoffs ..... 6660
13. Lateral Hires ..... 6862
14. Personnel Rules ..... 6862
15. Staffing ..... 6862
16. Bilingual Pay ..... 6962

ARTICLE XIV ..... 7064

SIGNATURE CLAUSE ..... 7064

1. Signature Clause ..... 7064

**APPENDIX A** ..... 7265

SALARY SCHEDULE ..... 7265

PREAMBLE ..... 5

ARTICLE I ..... 5

RECOGNITION AND COVERAGE ..... 5

1. Recognition ..... 5
2. Continuation of Benefits ..... 5
3. Terms of Understanding ..... 6
4. Meeting and Conferring During the Term of the Memorandum of Understanding ..... 6
5. Severance ..... 6
6. No Strike ..... 7

**Formatted:** Default Paragraph Font, All caps

**Formatted:** Default Paragraph Font, All caps

**Formatted:** Default Paragraph Font, All caps

**Formatted:** Default Paragraph Font, Small caps

**Formatted:** Default Paragraph Font, Small caps

**Formatted:** Default Paragraph Font, Small caps

**Formatted:** Default Paragraph Font, Small caps

**Formatted:** Default Paragraph Font, Small caps

**Formatted:** Default Paragraph Font, Small caps

ARTICLE II ..... 7
MANAGEMENT RIGHTS ..... 7
ARTICLE III ..... 8
UNION RIGHTS ..... 8
1. Union Leave ..... 8
2. Union Bank Time ..... 9
3. Union Security ..... 9
ARTICLE IV ..... 10
SALARY AND OTHER COMPENSATION ..... 10
1. Market Survey ..... 10
2. Paramedic Incentive Pay ..... 10
3. Temporary Work Assignments ..... 11
4. Educational Incentive ..... 12
5. Longevity Pay Plan ..... 13
6. Out of Class Compensation ..... 14
7. Retirement ..... 14
8. Pre-Retirement Optional Settlement 2W Death Benefit (Survivors) ..... 15
9. PERS Retirement – Alternate Death Benefit ..... 15
10. Social Security Withdrawal ..... 15
11. Field Training Officer (FTO) ..... 15
12. Salary ..... 16
13. Special Salary Increase ..... 16
14. Salary Ranges ..... 16
ARTICLE V ..... 17
OVERTIME ..... 17
1. Overtime Computation/Accrued Staffing Furlough Time ..... 17
2. Compensating Time Off ..... 18
3. Overtime Scheduling ..... 18
4. Emergency Callback ..... 18
5. Mandatory Hires ..... 19
6. Court Appearances ..... 19
7. Station Assignment Changes ..... 19
8. Staffing Errors ..... 20
9. Scheduled Off-Duty Training ..... 20
10. City Business Travel ..... 20
ARTICLE VI ..... 20
HOURS OF WORK ..... 20
1. 48/96 Work Shift ..... 20
2. Modified Duty Assignments ..... 21
3. Fair Labor Standards Act (FLSA) ..... 21
4. Station and Shift Transfer Process ..... 21
5. Station Bids ..... 22
ARTICLE VII ..... 23
HOLIDAYS ..... 23
1. Non-Shift Personnel ..... 23
2. Holiday Pay Differential ..... 24

Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...
Formatted ...

3. Holiday Routine ........ 24
LEAVES ........ 24
1. Annual Leave. ........ 24
2. Leave Request Procedure ........ 25
3. Vacation Bidding ........ 26
4. Shift Trades ........ 28
5. Sick Leave ........ 30
6. FLMA or CFRA ........ 31
7. Bereavement Leave ........ 31
8. Personal Leave Time ........ 32
9. Emergency Leave ........ 32
10. Leave Time Accrual - Non-Pay Status ........ 32
11. Local 522 Catastrophic Time Bank ........ 32
12. Leave Conversion Rates ........ 33
13. Jury Duty Leave ........ 34
ARTICLE IX ........ 35
INSURANCE ........ 35
1. Medical Insurance ........ 35
2. Health Insurance ........ 35
3. High Deductible Health Plans ........ 37
4. Out of Area Health Premium Plan ........ 37
5. Dental Insurance ........ 38
6. Vision Care ........ 38
7. Health Benefits Labor-Management Committee ........ 39
8. Life Insurance ........ 39
9. Short Term Disability Insurance ........ 39
10. Long Term Disability Insurance ........ 39
11. FMLA/CFRA Leave Status ........ 40
12. Retiree Health Insurance ........ 40
13. Retiree Health Benefits Reopener ........ 42
ARTICLE X ........ 42
ALLOWANCES AND REIMBURSEMENTS ........ 42
1. Uniform Allowance ........ 42
2. Uniforms - Class A ........ 43
3. Mileage Reimbursement ........ 43
4. Tuition/Books Reimbursement ........ 43
5. Compensation for Training ........ 44
6. Replacement of Damaged Personal Property ........ 44
7. SCBA Optics Reimbursement ........ 44
ARTICLE XI ........ 45
EMPLOYEE DISCIPLINE ........ 45
1. Employee Discipline ........ 45
2. Performance Evaluations ........ 50
3. Personnel Files ........ 50
4. Purging Personnel Files ........ 50
ARTICLE XII ........ 51
GRIEVANCE PROCEDURE ........ 51

Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted

1. Grievance Procedure ..... 51
ARTICLE XIII ..... 53
MISCELLANEOUS ..... 53
1. Fitness for Duty ..... 53
2. Fitness Evaluation (Wellness) ..... 54
3. Modified Duty Assignments ..... 54
4. Fire Job Classification ..... 55
5. Promotional Test Scheduling ..... 55
6. Paycheck Distribution ..... 56
7. Labor/Management Team ..... 56
8. Department Bulletins ..... 56
9. Program Coordinator/Technician ..... 56
10. Program Incentive Pay ..... 56
11. Medic Unit Incentive Pay ..... 58
12. Strike Team - Assignments ..... 58
13. Probationary Period, Seniority, Demotion and Layoffs ..... 59
13. Lateral Hires ..... 61
14. Personnel Rules ..... 61
15. Staffing ..... 61
16. Bilingual Pay ..... 62
ARTICLE XIV ..... 63
SIGNATURE CLAUSE ..... 63
1. Signature Clause ..... 63
APPENDIX A ..... 64
SALARY SCHEDULE ..... 64

Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, All caps
Formatted: Default Paragraph Font, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, All caps
Formatted: Default Paragraph Font, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Not Bold, All caps
Formatted: Default Paragraph Font, All caps

PREAMBLE

On the date hereinafter subscribed, authorized representatives of the City of Folsom, herein called "City", and authorized representatives of the Sacramento Area Firefighters Local 522, IAFF, herein called "SAFF, Local 522", made and entered into this Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU." Pursuant to Section 3500 et seq. of the Government Code of the State of California, an agreement between the aforementioned parties has as its purpose the promotion of harmonious labor relations; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

It is understood and agreed that this Memorandum of Understanding supersedes and replaces all previous agreements on these points by and between the City of Folsom and the Sacramento Area Firefighters Local 522.

ARTICLE I

RECOGNITION AND COVERAGE

Formatted: None

Formatted: None

1. Recognition

The Sacramento Area Firefighters Local 522 is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Policy, for all employees assigned to the Sacramento Area Firefighters Local 522 Bargaining Unit in the following classifications:

Fire Captain
Fire Engineer
Firefighter

In the event new classifications are established which are appropriate for this unit, the parties agree to meet and confer for the purpose of including such in the Sacramento Area Firefighter Local 522 Bargaining Unit.

2. Continuation of Benefits

A. This Memorandum of Understanding is a final expression of the agreement between the parties with respect to the terms and conditions of employment. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding

upon the parties unless made and executed in writing between the parties hereto and approved by the City Council.

B. Terms and conditions of employment as specified in this Memorandum of Understanding shall remain in full force and effect during the term of this Memorandum of Understanding unless modified pursuant to the above paragraph or as otherwise specified in this agreement.

3. Terms of Understanding

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of July 1, ~~2022~~2025, and shall expire June 30, 202~~5~~8. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

4. Meeting and Conferring During the Term of the Memorandum of Understanding

Unless specifically agreed otherwise, this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters contained in this Memorandum of Understanding and supersedes and cancels all prior or existing understandings or agreements between the parties, whether formal or informal.

During the term of this Memorandum of Understanding, representatives of the City and the SAFF, Local 522 may meet and confer on matters of mutual concern. Any agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter to this Memorandum of Understanding shall not be deemed valid until signed by the City Manager or designee, approved as to form by the City Attorney, and signed by an authorized representative of the SAFF, Local 522. Side Letters agreed to during the term of this Memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

5. Severance

Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Agreement shall continue enforce. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

6. No Strike

The SAFF, Local 522 agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that SAFF, Local 522 members participate in such activities in violation of this provision, SAFF, Local 522 shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE II

MANAGEMENT RIGHTS

Formatted: None

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.

2. To determine the existence of facts which are the basis of management decisions.

3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City. Such changes shall be subject to reasonable notice and good faith meet and confer.

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.

10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.

14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in City facilities and operations

18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.

19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.

20. To take any and all necessary action to carry out the mission of the City in emergencies.

## ARTICLE III

## UNION RIGHTS

Formatted: None

1. Union Leave

A. The designated unit representative shall be granted reasonable release time, without loss of compensation or benefits, to meet with representative(s) of the City in regard to employee-employer relations matters.

B. Upon request of the SAFF, Local 522 unit representative, a reasonable number of employees may be released from duty, without loss of compensation or benefits, for the purpose of meeting with the City. Such release time shall include thirty (30)

minutes before and fifteen (15) minutes after the scheduled meeting. The times before and after the meetings are in addition to reasonable travel time to and from the employee's work location.

C. The City reserves the right to postpone or cancel a meeting if adequate staffing of the City's emergency services would be curtailed by the release of participating personnel.

D. Time used, pursuant to this section, shall be in addition to the time provided in Article III, Section 2, Union Bank Time.

2. Union Bank Time

A. Employees in the bargaining unit may, but are not required to, donate accrued annual leave, holiday leave, compensating time off or staffing furlough time, in no less than one (1) hour increments, into a bank of hours from which designated representatives may draw time for the purposes of conducting Sacramento Area Firefighters Local 522 activities. Donated time will be transferred from the donating employee's accrued annual leave to the Union Bank in August of each year. Should supplemental donations be needed, the unit representative will notify the City and an additional "donating" period will be permitted.

B. The unit representative or designee must approve, fill out and submit a leave slip for all employees using the Union Bank. The release of employees on Union Bank Time shall be subject to both the approval of the Unit Representative and the needs of the City, as determined by the Fire Chief. Approval by the Fire Chief shall not be unreasonably withheld. In no event shall more than three (3) bargaining unit members be released from duty, pursuant to this section, at the same time.

C. The unit representative or designee must request through the on-duty Battalion Chief for the release of employees on Union Bank Time at least ten (10) work days prior to the desired time off. Under unusual or emergency circumstances, the request may be considered for approval with less than ten (10) working days' notice.

3. Union Security

The following provision has been agreed to pursuant to Section 3502.5 of the Government Code.

A. Membership dues shall be payroll deducted and transmitted to the SAFF, Local No. 522.

B. Any employee who is a member of a bonafide religion, body or sect that has held conscientious objections to joining or financially supporting public employee organizations shall not be required to financially support SAFF, Local No. 522. Such an

employee shall, in lieu of the service fee, pay a sum equal to the service fee to a non-religious, non-labor charitable organization that is exempt from taxation under the Internal Revenue Service Code and identified by the SAFF, Local 522.

C. The SAFF, Local 522 expressly agrees to indemnify, defend and hold the City harmless for any and all claims, demands, costs (including any costs and attorney's fees incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in adoption or administration of this section. This hold harmless defense and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this section.

ARTICLE IV

SALARY AND OTHER COMPENSATION

1. Market Survey

The City agrees that if a Market Survey is to be completed, the classes of Firefighter I, Firefighter II, Fire Engineer, and Fire Captain shall be used. Additionally, it is agreed that the following agencies shall be used: City of Davis, City of Rocklin, City of West Sacramento, City of Sacramento, Sacramento Metropolitan Fire Protection District, City of Roseville, El Dorado Hills Fire District, and Cosumnes Community Services District.

2. Paramedic Incentive Pay

A. Effective first full pay period following ratification:

~~A.~~ Positions in the job classification of Firefighter, Fire Engineer and Fire Captain that maintain paramedic licensure and accreditation will receive the following monthly paramedic pay incentive:

1) Firefighter ~~–~~ – ~~9~~% of the employee's base wage~~$765.00 per month~~.
2) Fire Engineer ~~–~~ – 6% of the employee's base wage~~$600.00 per month~~.
3) Fire Captain ~~–~~ – 5% of the employee's base wage~~$550 per month~~.

B. Effective first full pay period in July 2027:
Positions in the job classification of Firefighter, Fire Engineer and Fire Captain that maintain paramedic licensure and accreditation will receive the following monthly paramedic pay incentive:

1) Firefighter – 10% of the employee's base wage.
2) Fire Engineer – 7% of the employee's base wage.
3) Fire Captain – 6% of the employee's base wage.

**Formatted:** None
**Formatted:** Centered
**Formatted:** Left, None, Tab stops: Not at 3.25"
**Formatted:** Centered
**Formatted:** None
**Formatted:** None
**Formatted:** None
**Formatted:** Font: Times New Roman
**Formatted:** Normal, Indent: Left: 1", No bullets or numbering
**Formatted:** Indent: Left: 1", No bullets or numbering

~~B.~~C. Employees assigned to a temporary assignment shall maintain the paramedic incentive pay of their permanent classification.

~~C.~~D. Employees that maintain paramedic licensure and accreditation shall be reimbursed for the cost of the license and accreditation. Employees will not receive compensation for any late fees associated with paramedic licensure renewal or accreditation continuation.

~~D.~~E. Current employees achieving paramedic status must receive pre-authorization from the department to qualify for participation in the paramedic program.

~~E.~~F. The department shall have the right to remove paramedic incentive pay from any required or authorized employee as a result of a loss or lapse of paramedic licensure and accreditation by Sacramento County or State of California requirements and regulations.

~~F.~~G. The department shall provide a fiscal year list of the names of those employees that are required, and those that are authorized, by terms of this MOU to perform in the capacity of paramedic and receive paramedic incentive pay. All current and/or new employees authorized or required to possess paramedic licensure and accreditation, will be automatically added to this list.

~~G.~~H. An employee authorized to operate as a paramedic can request, in writing to terminate paramedic status. This request must be received ninety (90) days prior to the requested termination date. The department will evaluate the number of current paramedics, and the service level within the City of Folsom, to determine whether to grant this request. Such request will be granted if the service level will not be disrupted or does not cause negative financial impact.

~~H.~~I. All employees receiving paramedic incentive pay shall have their performance as a paramedic included in their City employee performance evaluations. Performance that falls below "meets expectations" shall be reviewed by the department EMS Officer and Fire Service Medical Director. Such employees, identified as authorized in the fiscal year list, may be subject to removal from participation in the paramedic program and loss of paramedic incentive pay. The parties agree that disagreements under this provision may be appealed through the grievance procedure contained in Article XII, Grievance Procedure of this MOU.

~~I.~~J. Those employees, regardless of rank, receiving paramedic incentive pay may request re-assignment to a medical transporting unit for periods not to exceed 30 days.

~~J.~~K. Merit step increases will not be withheld as a result of paramedic performance for employees who are not participating in the paramedic program as a condition of employment.

**Formatted:** Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 0.75"

3. Temporary Work Assignments

A. Employees assigned to a temporary, 40-hour work week will receive a 10% pay increase for the duration of the assignment. Such assignment shall be for not more than ninety (90) days in duration unless otherwise agreed to by the Employee and the Department.

B. Career Development Positions: The City and the SAFF, Local 522 agree to jointly develop and implement a career development program for purposes of gaining the knowledge, skills and abilities in the Training, EMS, and Fire Prevention Divisions, or other identified assignments, of the Fire Department. This includes the development of job descriptions and responsibilities for each identified assignment. The assignment shall be considered non-mandatory and shall be filled only with qualified volunteers. Should more than one volunteer for the assignment, the Fire Chief will evaluate the qualifications of all candidates before selecting a volunteer. Seniority in grade, performance evaluations, disciplinary actions and commendations, and educational experience shall be the determining factor in this selection. The duration of the assignment shall be for no longer than twelve (12) months. The assignment may be extended by mutual agreement between the individual and the Department. Permanent employees will not be assigned until successfully completing their probationary period.

Formatted: None

4. Educational Incentive

A. Employees subject to this Agreement shall be eligible, upon proof of eligibility, to receive a monthly educational incentive pay as described in this section of up to 10%, in addition to the regular base pay:

1) Any Associate of Arts or Science Degree from a City approved recognized college or university (as defined in Section D), or CSFM "Fire Officer" or "Company Officer" completion of certification track shall receive 5%.

2) Employees who successfully complete all CSFM "Chief Officer" or "Chief Fire Officer" certification track educational requirements (Pre-Certification) in addition to completion of the requirements in Item 1 above shall receive 7.5%; or

3) Bachelor of Arts or Science Degree in Fire Technology/Science, Public Administration, Business Administration, Public Safety, Emergency Management, or other approved program from a City approved accredited college or university (as defined in Section D); or any Associates of Arts or Science Degree from a City-approved recognized college or university (as defined in Section D) and CSFM "Fire Officer" or "Company Officer" certificate and successful completion of CSFM "Chief Officer" certification

track or CSFM "Chief Fire Officer" requirements as follows: course completion, task book completion, and experience as specified in the CSFM Chief Fire Officer Certification Checklist shall receive 10%. Employees may seek pre-approval from the City prior to taking courses in this program.

4) CSFM Fire Officer certificate shall be equivalent to a CSFM Company Officer certificate.

5) CSFM Chief Officer certificate shall be equivalent to the CSFM Chief Fire Officer certificate.

B. Employees hired prior to July 1, 2010, who receive a Master of Arts or Science Degree in Fire Technology/Science, Public Administration, Business Administration or Public Safety from an accredited college or university shall receive an additional 5% Educational Incentive Pay. Employees hired on or after July 1, 2010, shall not qualify for an additional 5% for a Masters of Arts/Masters of Science degree.

C. Educational Incentive Pay shall be received by the employee upon submitting substantial proof of eligibility acceptable to the department, and shall not be applied retroactively. Substantial proof shall be a diploma, certificate, or official acknowledgement that all educational criteria for the document have been submitted.

D. Recognized colleges and universities are those institutions of higher learning accredited by one or more of the United States regional accrediting bodies.

E. For purposes of clarification the City agrees to amend titles contained in this Section in a manner consistent with changes enacted by the California State Fire Marshal.

5. Longevity Pay Plan

Formatted: None

A. Subject to subsections B and C below, the City will pay employees represented by the SAFF, Local 522 for their continued longevity based on the following formula.

The Longevity Pay increments will be paid on a monthly basis.

| | | |
|---|---|---|
| | 2 ½% | After 10 years of full-time City service |
| Additional | 2 ½% | After 15 years of full-time City service |
| Additional | 2 ½% | After 20 years of full-time City service |

~~B.~~ Longevity Pay shall not exceed a total of 7 ½% per month for an employee with twenty or more years of full-time City service.

~~C. Notwithstanding subsection A above, for the period beginning July 1, 2011, and ending June 30, 2012, employee advancement from one Longevity Pay increment to the next increment shall be frozen. Employees who would normally have advanced to a higher increment during this period shall advance to the next higher increment twelve (12) months from their anniversary date and shall not receive any retroactive payment. Total service credit for longevity purposes is not impacted.~~

~~D. Employees hired after July 1, 2011, shall not be eligible to receive Longevity Pay.~~

B.

6. Out of Class Compensation

The City shall pay out of class compensation pursuant to City Personnel Rules and Regulations, except that, such compensation shall be paid on an hour-for-hour basis to employees who are assigned to work in a higher classification. Employees shall receive an additional $3.00 per hour for Acting Battalion/Division Chief or Acting Captain, or $2.50 per hour for Acting Engineer for the duration of the out of class assignment.

Employees will not be forced to work out of class in a lower class except in those instances outlined in Article VIII, Section 8, Emergency Leave. In the event that all eligible employees for a vacancy have been contacted and have refused the overtime opportunity, then a qualified employee in any class may volunteer for that overtime opportunity.

- A Captain or Engineer will not be eligible for immediate need or planned need strike team assignments while assigned to a lower rank without the Fire Chief's approval.

The Fire Chief or their designee may waive this work restriction based upon the needs of the City.

7. Retirement

A. Public Employees Retirement System (PERS) – Formula

1) ~~S~~All ~~s~~afety fire employees hired by the City of Folsom on or ~~before~~ prior to ~~June 30, 2010~~ October 16, 2011, shall receive the retirement benefit of 3%@50.

2) ~~S~~All ~~s~~afety fire employees hired by the City of Folsom on or after ~~July 1, 2010~~ October 17, 2011, who qualify as CalPERS Classic Members shall receive the retirement benefit of 2%@50.

~~1) Pursuant to the California Public Employee's Pension Reform Act of 2013~~

Formatted: Font: Times New Roman

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 3 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.88"

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: Left

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 3 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.88"

Formatted: None

Formatted: None

~~(AB 340), all~~ Safety fire employees hired on or after January 1, 2013, shall receive the retirement benefit of 2.7%@57 or as specified in the California Public Employee' Pension Reform Act of 2013 (PEPRA). ~~otherwise required by PERS law.~~

3) ~~2)~~4) ~~All~~ Safety fire employees hired on or prior to~~before June 30, 2010~~ October 16, 2011, shall receive the retirement benefit based on the single highest twelve (12) months of compensation. ~~All~~Safety fire employees hired on or after ~~July 1, 2010~~ October 17, 2011, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

B. Public Employees Retirement System (PERS) -- Retirement Contribution:

~~1)~~ The City agrees to pay the full cost of employer contributions to the Public Employees' Retirement System (PERS) for all employees in the Sacramento Area Firefighters Local 522 bargaining unit, as currently contracted with PERS. ~~Effective July 1, 2011, employees shall pay the employee share of retirement according to the following implementation schedule:~~

1) ~~2)~~ Employees who are CalPERS Classic members shall pay 9% of the employee share of retirement. Safety fire employees who are PERS PEPRA members will pay the employee contribution as specified and adjusted by PERS.

2) ~~a. Effective July 1, 2011, employees shall pay 5% of the employee share of retirement.~~

~~b. Effective January 1, 2012, employees shall pay 9% of the employee share of retirement.~~

~~a.~~ The City agrees to continue Government Code Section 20691, Conversion of

3) Employer Paid Member Contributions (EPMC).

C. PEPRA Members Supplemental Retirement Plan:

1) Effective as soon as administratively possible, but no later than 90 days from ratification, the City shall establish a 457 Plan for members hired on or after January 1, 2013. Government (Gov.) Code section 7522.10 of the PEPRA law provides the authority for the earnings limit for all PEPRA members. In the event PEPRA members reach the annual compensation limits in a calendar year, the City and employee shall deposit an amount

**Formatted:** Font: Times New Roman

**Formatted:** List Paragraph, Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at:

**Formatted:** Indent: Left: 0.5", First line: 0"

**Formatted:** Left, None, Indent: Left: 0"

**Formatted:** List Paragraph, Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Formatted:** Font: Times New Roman

**Formatted:** Indent: Left: 1.5", No bullets or numbering

**Formatted:** Indent: Left: 0.5", No bullets or numbering

**Formatted:** List Paragraph, Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.81" + Indent at: 1.06"

equal to the employee/employer retirement contributions into the employee's 457 Plan for the remainder of the calendar year. Contributions to the 457 Plan shall be paid on each payroll cycle. At the start of the new calendar year, contributions to the 457 Plan shall be paused, and all contributions shall resume to CalPERS until the member reaches the annual limit in the new calendar year.

Formatted: Font: Times New Roman

8. Pre-Retirement Optional Settlement 2W Death Benefit (Survivors)

Effective October 16, 2006, the City modified the contract with the Public Employees Retirement System (PERS) to add Government Code Section 21548, Pre-Retirement Optional Settlement 2W Death Benefit.

9. PERS Retirement – Alternate Death Benefit

The City has amended its contract with the California Public Employees Retirement System to add the Alternate Death Benefit for Local Fire Members credited with 20 or more years of service (Government Code Section 21547.7). SAFF Local 522 agrees that all costs associated with this PERS contract amendment shall be borne by employees in the SAFF Local 522 Bargaining Unit. To this end, the City will deduct a flat amount per paycheck from each employee in the SAFF Local 522 Bargaining Unit sufficient to fund the cost of this PERS contract amendment.

10. Social Security Withdrawal

The City agrees to reopen and negotiate the direction of funds, should the City withdraw from Social Security.

11. Field Training Officer (FTO)

A. Field Training Officer Program

The City and the SAFF, Local 522 agree to jointly develop and implement a Field Training Officer (FTO) program to assist in the career development and mentoring of department employees or paramedic interns. Additional career development training may be added to the program as agreed to by both parties. Only one person may serve as an FTO at any one time for an individual receiving career development and mentoring. Parties agree to meet as agreed on for the purpose of developing a FTO operating plan for the Department.

1) The Fire Chief shall certify the qualifications of an employee as a designated FTO prior to using the employee in that capacity. The FTO plan used by the department shall be voluntary in nature and shall not require participation by employees. Employees who volunteer to be an FTO shall not be negatively affected in their annual evaluation for performance as an

FTO. An employee may be removed from the FTO position by the Fire Chief due to lack of need for the FTO or other reasons as set forth by the City.

B. Field Training Officer Compensation

1) The City shall pay FTO compensation on an hour-for-hour basis to employees who are assigned in writing by the department to work in this capacity. Employees in the classes of Fire Captain, Fire Engineer, and Firefighter shall receive an additional $4.00 per hour while serving as an FTO.

2) FTO compensation shall be paid to employees providing for the training of department employees (probation or full time) or paramedic interns as authorized by the Fire Chief.

12. Salary

A. Effective July 1, 20252, all employees shall receive a salary increase of 23.5%.

B. Effective ~~the first full pay period in~~ July 1, 20263, all employees shall receive a salary increase of 2.53%.

C. Effective ~~the first full pay period in~~ July 1, 20274, all employees shall receive a salary increase of 2.53%.

~~13. Special Salary Increase~~

~~Effective July 1, 2022, the classes of Firefighter, Fire Engineer, and Fire Captain shall receive a special salary increase of 5%.~~

~~14. Salary Ranges~~

~~A. Effective July 1, 2022, the Salary Range for Firefighter, Fire Engineer, and Fire Captain shall be as set forth in Attachment A. The amounts specified in Attachment A include the salary described in Section 12 and Section 13.~~

~~B. The new salary range shall be a total of seven salary steps, with approximately 5% between each step. The current top step shall be the new top step of the seven-step salary range.~~

~~C. Employees will be moved to the new salary range effective July 1, 2022.~~

~~D. Employees in each class shall be placed on the salary range step that is closest to their salary as of June 30, 2022, without being lower.~~

**Formatted:** Normal

**Formatted:** Left

**Formatted:** Normal, Left, No bullets or numbering, Tab stops: Not at 0.75" + 0.81"

**Formatted:** Normal, Left

**Formatted:** Normal, Left, No bullets or numbering, Tab stops: Not at 0.75" + 0.81"

**Formatted:** Normal, Left

**Formatted:** Normal, Left, No bullets or numbering, Tab stops: Not at 0.75" + 0.81"

ARTICLE V

OVERTIME

Formatted: None

1. Overtime Computation/Accrued Staffing Furlough Time

A. Overtime hours worked will be compensated at one and one-half (1 ½) times the employee's straight time hourly rate of pay (including all compensation regularly and routinely received by the employee), based on a 56-hour work week (2912 hours worked per year) or 40-hour work week (2080 hours worked per year).

1) SFT earned shall not be cashed out except upon separation of employment. Upon separation, banked SFT will be cashed out at the employee's straight time rate of pay (including all compensation regularly and routinely received by the employee).

2) Employees may use accrued SFT for leave purposes.

3) Employees may request SFT time off consistent with Annual Leave procedures (Article VIII, Section 1, Annual Leave).

B. Employees shall be compensated at their overtime rate for all hours worked that are not part of the employee's normally assigned work schedule. It is understood that leave time taken by an employee shall continue to not be counted as time worked for FLSA purposes.

C. Pursuant to City Personnel Rules and Regulations all overtime shall be compensable in increments of thirty (30) minutes.

D. Incidental overtime of less than fifteen (15) minutes in a non-recurrent extension of the work day/shift is non-compensable in any form.

E. Employees shall be compensated at their overtime rate of pay for one (1) full hour when working beyond the incidental overtime period (Article V, Section 1(D), Overtime) as a result of a dispatched incident.

F. The department has the right to require employees to remain at work and perform work-related duties for the duration of the established overtime period.

2. Compensating Time Off

Compensatory time off (CTO) may be accrued in lieu of overtime pay to a maximum of one hundred forty-four (144) hours. Employees shall take CTO off in a manner consistent with Annual Leave. Accrued CTO shall be used before any other accrued leave time is

used.

3. Overtime Scheduling

The City agrees to a list for "Special Events" and a list for "Scheduled Overtime Duty".

A. "Scheduled Overtime Duty" ("SOD") procedures will follow the most current "SOD" Procedures found in the Fire Department Standard Operating Procedures Manual. "SOD" list shall be zeroed out on January 1st of each year and revert to overall seniority then to overtime hours.

B. "Special Events" shall be a rotating list. Employees hired and/or mandatory hired under the "Special Events" criteria shall rotate to the bottom of the "Special Events" list, without regard to the number of regular overtime hours worked.

1) "Special Events" is defined as any event that increases the daily staffing over the normal staffing level (i.e., Rodeo stand by, Red Flag warning day, Wind event).

C. The parties agree to meet and confer over the impact of future special events on SAFF 522 members.

Formatted: None

4. Emergency Callback

A. Employees are subject to routine or periodic emergency callback that is inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City Manager or Fire Chief. The Fire Chief or his/her designee shall initiate emergency callback to all employees to return to work when an emergency condition at the National, State, or local level compels the Fire Chief to provide staffing for continuous public service deemed necessary and appropriate to maintain department operations.

B. Employees shall keep the Department apprised of a current telephone number where they can normally be reached during off-duty hours. Employees shall respond to an emergency callback within a reasonable amount of time, unless the employee is incapable of doing so.

C. Emergency callback shall be paid at (1 1/2) times the hourly rate of pay, for a period of two (2) hours or for hours actually worked, whichever is greater. Section 5 of Article V, Overtime, does not apply to emergency callbacks.

5. Mandatory Hires

A. Employees who are notified that they are being mandatory hired to work overtime as a result of unplanned vacancies (e.g., sick leave, emergency leave, strike team

backfill) that originate within twenty-four (24) hours or less of the start of the next scheduled work shift shall be compensated at a rate at two (2) times the employee's regular hourly rate of pay for up to a maximum of eight (8) hours per occurrence and one and one-half (1 ½) times the employee's hourly rate of pay for the balance of the mandatory hire shift.

B. Employees that volunteer to work a mandatory hire in place of another employee who has been notified that they are being mandatory hired will work that overtime at the employee's normal overtime pay rate of one- and one-half times (1 ½). The employee volunteering for that shift will have their name moved to the bottom of the mandatory hire list.

6. Court Appearances

Fire personnel will be compensated for required, job related off-duty court appearances at one- and one-half times (1 ½) the hourly rate of pay, for a period of four (4) hours or for hours actually worked, whichever is greater. Personnel filling shift vacancies for employees appearing on-duty for court appearances shall receive overtime compensation in accordance with Article V, Section 1, Overtime.

7. Station Assignment Changes

A. Employees who are notified of station assignment changes after the completion of their shift and leaving the work site, shall be compensated by the payment of one half (½) hour of pay at the employee's overtime rate. The purpose of this provision is to recognize, and compensate for, the additional time and effort required to make the transition to the new station assignment.

B. Employees who voluntarily accept overtime assignments that require attendance at more than one station for purposes of shift change, that create a "holdover" or "cover" situation, except late calls, shall make arrangement(s) to trade the "holdover" time with the respective employee awaiting relief, or will be docked the amount of time consistent with the current MOU to compensate the holdover employee.

C. In the instance of a late call causing a delay and forfeiture of scheduled overtime hours, the affected employee is still eligible for compensation as provided in Article V, Section 1(E), Overtime "as a result of a dispatched incident."

8. Staffing Errors

An employee, who reports to work on an overtime shift and is released from duty because of a staffing error, will be compensated for four (4) hours at one and a half times (1 ½) the hourly rate of pay when the employee remains at work and performs work related duties for the duration of the four (4) hour work period. Employees who elect to leave the work

site prior to the four (4) hour work period shall be compensated for the actual hours worked. The provision governing force hire compensation shall govern when applicable.

9. Scheduled Off-Duty Training

Fire personnel will be compensated for scheduled, off-duty training that is required by the Department and approved by the Fire Chief. Compensation shall be at one and a half times (1 ½) the hourly rate of pay, for a period of two (2) hours or for hours actually in attendance, whichever is greater. In the event the training is canceled, and the employee has arrived at the training location he/she will be compensated for two hours of overtime.

Formatted: None

10. City Business Travel

A. Employees who travel to do business for the City shall be compensated for actual hours worked, including travel time. Employees that are not on a regular scheduled day to work shall be compensated one and one half (1 ½) times the employee's total hourly compensation rate.

B. Employees who travel to do business for the City that are on a regular scheduled work day shall be placed on Offsite (OS) Status for the entire work period with no loss in wages or benefits.

C. The employee may request a Per Diem, which shall be the maximum Per Diem based on the most current Maximum Domestic Per Diem Rate table in accordance with the City Travel Policy. If Per Diem was not requested prior to departing on City business, the employee upon returning from the City business may submit a Per Diem request for reimbursement with receipts. Out-of-county strike team assignments or overhead assignments do not qualify for Per Diem.

ARTICLE VI

HOURS OF WORK

Formatted: None

1. 48/96 Work Shift

Subject to Subsection 1(C) below, the City and the SAFF, Local 522 agree to continue the 48/96 work schedule, as follows:

A. Personnel working a 56-hour workweek (2,912 hours per year) will work a total of four shifts within a twelve (12) day cycle. Each shift shall be for 24 hours in duration and shall be scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.

B. The twelve (12) day cycle shall start at 0800 hours.

C. Pursuant to Article II, Item 9, Management Rights, of the MOU work schedules shall continue to be at the discretion of the Fire Chief in consultation with the City Manager, upon reasonable notice and good faith meet and confer with the SAFF, Local 522. The City also reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.

D. All Fair Labor Standards Act (FLSA) 7K exemptions for Firefighters will apply, e.g., hours worked and overtime provisions, etc., unless modified by other provisions in this Memorandum of Understanding.

2. Modified Duty Assignments

The department reserves the right to determine and approve all modified duty assignments. However, the City will endeavor to provide modified duty assignments upon request to any employee who submits verification from a medical physician identified from a City health insurance plan, or from a Worker's Compensation approved treating medical physician, substantiating the necessity for such modified duty as a result of pregnancy, injury or illness. The department shall determine the hours and duties of any approved modified duty assignment. Although Modified Duties Assignments are temporary, they are not to be classified as "Temporary Work Assignments" as defined in Article IV, Section 3A, Temporary Work Assignments. In the event the employee is placed on a forty (40) hour work schedule Article VII, Section 1, Holidays, will not apply and the employee will continue to receive HIL pay.

Formatted: None

3. Fair Labor Standards Act (FLSA)

The City shall comply with the Fair Labor Standards Act (FLSA) and agrees to meet with the SAFF, Local 522 in order to discuss sections of the Act which affect the agreed upon wages, hours and other terms and conditions of employment.

Formatted: None

4. Station and Shift Transfer Process

A. Department Requests

In the event a departmental need arises to move personnel from one shift to another shift, or from one station assignment to another, the basic reason for the need shall be made known to the affected employees. Whenever a vacancy occurs, it shall be bid for by seniority in the rank in which the vacancy occurs. If the vacant position is not filled through the bid process (no one applies), assignments shall be made through inverse order of seniority within the rank. If the transfer is due to departmental need, the City will be responsible for honoring the employee's scheduled vacation dates.

B. Employee Requests

Employees voluntarily seeking transfer from shift to shift, or station to station, may fill out a shift/transfer request form and submit it to the Fire Chief or his/her designee for approval.

1) Requests to move stations/shifts will be approved by the Fire Chief or his/her designee if there are no negative operational impacts to the Department.

2) Station/Shift transfer requests may be submitted twice annually for consideration.

   a. Deadlines to request a transfer are September 15th, with an implementation date near the beginning of the next calendar year based upon established work schedules and pay cycles. Employees granted a shift transfer at this time will be notified by the Fire Chief or his/her designee no later than October 1st, and will bid station assignment and vacation dates on the newly assigned shift.

   b. Station / Shift transfer requests will be considered mid-year as well. The deadline for such requests is June 1st with an implementation date near the beginning of July based upon established work schedules and pay cycles. Employees granted a shift transfer at this time will be notified by the Fire Chief or his/her designee no later than June 15th. Employees who are granted a Station/Shift transfer mid-year assume all responsibility for re-scheduling their vacation dates pursuant to the MOU and/or loss of the bid vacation dates. Employees granted a Station/Shift transfer mid-year will be assigned to the vacancy identified based upon their seniority in rank.

   c. Voluntary Station/Shift requests are final once the Department has notified the employee in writing of the transfer request approval. Members are specifically precluded from initiating any appeal process (including Article XII, Grievance Procedure) to either the City of Folsom or the Folsom Fire Department for any alleged violations of this section.

5. Station Bids

Station bids for each shift will be conducted at least annually. The Department will establish a list of departmental needs for each individual station. The most senior person by rank will bid for assignment based on filling the department's needs until all of the department's needs have been met and all of the vacant seats have been filled. All firefighters that bid at a medic station will participate in a medic seat rotation, to be determined by the station supervisor.

ARTICLE VII

HOLIDAYS

Formatted: Left, None

1. Non-Shift Personnel

Employees who are not assigned by the Fire Chief to work shifts shall receive the following:

A. The following holidays shall be observed by the City:

1) New Year's Day (January 1)
2) Martin Luther King Day
3) President's Day (Washington's Birthday)
4) Memorial Day
5) Independence Day
6) Labor Day
7) Veterans Day
8) Thanksgiving Day
9) Friday following Thanksgiving Day
10) December 24
11) Christmas Day
12) December 31
13) One (1) personal holiday as set forth in Item E) below.

B. If any holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday.

D. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken.

E. As listed under Item A above, employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. Employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

~~F.~~ No holiday pay shall be accrued when an employee has been off work on unpaid status for more than ninety (90) days.

F.

2. Holiday Pay Differential

~~Effective July 1, 2011, employees shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave.~~

In lieu of all holidays authorized or observed by the City, employees shall receive holiday-in-lieu pay as follows: Holiday-in-lieu pay of six percent (6.0%) shall be paid in equal amounts each pay period. The amount of such pay shall be of the employee's base hourly pay, in effect during the pay period. Holiday-in-lieu is additional compensation for employees who are normally required to work on an employer approved holiday because they work in positions that require staffing without regard to holidays.

Holiday Pay shall be compensable for retirement (PERS) purposes.

~~2.~~3. Holiday Routine

On those days which are official City holidays, or on any other days declared a holiday by the Administration, a holiday routine will be utilized. Under this procedure, the personnel will be allowed to spend the day pursuing leisure activities within the following guidelines:

A. Morning apparatus checks are to be performed promptly as on any other day.

B. Any maintenance or other activity required to maintain the company at an appropriate level of readiness will be performed.

C. Any other activity will be performed, if in the judgment of the officer in charge, to delay or fail to perform such an activity would in any way be detrimental to the Department's equipment or operation.

ARTICLE VIII

LEAVES

1. Annual Leave.

1. Employees shall receive the following Annual Leave credits:

**Non-shift personnel (40-hour work week):**

| Length of Service | Annual Leave Allowance |
|---|---|
| 0 - 5 years | 15.34 hours per month |
| 5 – 10 years | 18.66 hours per month |





**Formatted:** Indent: Left: 0.5", Hanging: 0.5", Right: -0.13", Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.56" + Tab after: 0.81" + Indent at: 0.81", Widow/Orphan control, Tab stops: 1", List tab + Not at 0.81"

**Formatted:** Heading 2, Indent: Left: 0", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 2 + Alignment: Left + Aligned at: 0.56" + Indent at: 0.81"

**Formatted:** Level 1

**Formatted:** None

**Formatted:** None

| | |
|---|---|
| 10 – 15 years | 21.34 hours per month |
| 15+ years | 23.34 hours per month |

**Shift personnel (56-hour work week):**

| Length of Service | Annual Leave Allowance |
|---|---|
| 0 - 5 years | 24.34 hours per month |
| 5 - 10years | 27.66 hours per month |
| 10 - 15 years | 30.34 hours per month |
| 15+ years | 32.34 hours per month |

B. Except as specified in Article VIII, Section D (1) below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article VIII, Section 5, Sick Leave, of this MOU.

C. Subject to Article V, Section 2, annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to Article VIII, Section 2, Leave Request Procedure and Section 3, Vacation Bidding. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article VIII, Section 5, Sick Leave, of the MOU.

D. Employees with annual leave balances that exceed the annual leave caps of 320 for non-shift/480 for shift employees as of the date of ratification by City Council of this MOU, may retain such balances until the annual leave balances are reduced to the new caps.

1) To avoid exceeding the maximum of 320/480 hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320/480 hours, the number of hours that exceed 320/480 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.

E. Employees may cash out up to 40 hours of annual leave for non-shift personnel, and 56 hours of annual leave for shift personnel per fiscal year. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.

F. Accrued annual leave shall be cashed out upon separation of employment with City on an hour for hour basis.

2. Leave Request Procedure

Formatted: None

A. Leave requests less than twelve (12) hours shall be granted if a qualified individual voluntarily accepts the overtime opportunity.

B. Unless an exception is granted by the Fire Chief no less than twelve (12) hours can be granted for leave purposes and 12-hour leave increments must begin or end at 0800 (i.e. 0800-2000 or 2000-0800 hours).

C. No more than fifteen percent (15%), (rounded to the nearest whole number), per shift within the Fire Captain, Fire Engineer, or Firefighter classifications shall be granted leave for bid vacation (BV) purposes at any one time. Leave usage requests scheduled during an approved Bid Vacation (BV) process will be granted in accordance with this subsection.

D. No more than fifteen percent (15%), (rounded to the nearest whole number), per shift within the Fire Captain, Fire Engineer, or Firefighter classification may be granted leave. Consideration of all shift vacancies will be examined prior to any additional leave approval by the Fire Chief or designated supervisor ~~and~~in consultation with the Union~~unit~~ R~~r~~epresentative. All prior approved leave requests will be honored regardless of total personnel off.

E. Exceptions to Subsection (D) may be granted by the Fire Chief so long as it does not result in a mandatory hire.

F. Leave requests for dates submitted twenty-one (21) days or more from the requested leave date will be accepted and may be approved as per subsection D above. Leave requests submitted within the twenty-one (21) day period, which create a vacancy requiring an overtime fill, will be approved if a qualified replacement accepts the overtime opportunity as per Section D above.

3. Vacation Bidding

A. Vacation bid scheduling consists of one calendar year, starting January 1.

B. Vacation bidding will be based on seniority by shift. Seniority will be based on the original, full-time hire date of the employee.

C. The bidding process shall be completed ninety (90) days prior to the beginning of the calendar year. Bidding shall take place by the shift proceeding the ninety (90) day period and shall consist of a one-day process for each shift.

D. Shift employees shall be notified of the scheduled bid day for their respective shift thirty (30) days prior to that day by the Shift Representative.

E. Shift employees on extended leave, i.e., Worker's Compensation and vacation, shall be notified thirty (30) days prior to the scheduled bid date for their shift by the Shift Representative.

F. Vacation bidding will be held in rounds. Each employee will have the opportunity to select a continuous block of time, one (1) continuous block per round. Bidding by rounds will continue until all employees have completed selections. At the conclusion of the bidding process, employees shall submit their bid selections to the shift representative or unit representative on a Department Vacation Request slip by the end of that shift.

G. Vacation bidding cannot result in more than fifteen percent (15%), (rounded to the nearest whole number), or authorized shift personnel per shift shall be granted annual leave for bid vacation purposes at the same time. For example: 20 shift personnel per shift x 15% =3 personnel granted leave for bid vacation purposes.

H. Shift representatives or authorized designees will handle the bidding process for their respective shifts.

I. Employees on leave, i.e., Worker's Compensation, disability leave, or leave shall be responsible for submitting their selections for the bidding process. The desired bids by such employee shall be submitted to the respective shift representative or unit representative prior to the scheduled bid day. Failure to do so will result in vacation bid passes by the employee.

J. A continuous block of time consists of no less than twelve (12) hours and no more than ten (10) shifts. All blocks shall be consecutive, including multiple days of request of less than twenty-four (24) hours. A continuous block of time is defined as any vacation request within a ten (10) shift period when that block contains no more than fifteen percent (15%), (rounded to the nearest whole number), or authorized shift personnel per shift off.

K. Employees shall have the option to cancel Scheduled Bid Vacation and/or vacation thirty-one (31) days prior to the scheduled date.

L. At the completion of the bidding process, all calendar days with less than fifteen percent (15%), (rounded to the nearest whole number), of authorized shift personnel per shift off can submit a leave request pursuant to the MOU. These leave requests will be considered by the Fire Chief or designated supervisor,~~,~~ ~~with~~in consultation with the Unit Representative, and approval will be dependent upon the number of total vacancies on the requested day.

M. Vacation scheduling disputes will be submitted to the unit representative for review by a designated committee. Decisions by the committee will be final.

N. A calendar will be completed by the unit representative and/or shift representative and submitted to Fire Administration. The calendar and signed Department Leave Slips will be forwarded to Fire Administration. Individual employees are responsible for entering their own bid requests into TeleStaff within two rotations, after the bid process is complete, for review and approval by their immediate supervisor. Bid Vacation not entered into TeleStaff after two rotations from the bid process may be subject to forfeiture by the employee.

O. New hire employees will have seniority determined by the City at time of hire. Vacation scheduling shall be in accordance with City rules and regulations, Section 2.01.100 (B,1).

P. In the event an employee is transferred to another shift due to departmental needs, the City will be responsible for honoring the employee's scheduled vacation dates. If the employee requests a transfer to another shift after vacation bids are completed, the employee assumes all responsibility for re-scheduling of the bid dates pursuant to the MOU and/or loss of the bid vacation dates.

Q. The days of December 24th and 25th and Thanksgiving Day are considered "Sacred Holidays" and are not eligible for Bid Vacation or Vacation.

R. In the event an employee bids for vacation on the front end of a sacred holiday, it shall not be considered as a non-continuous block of time if the employee wishes to bid on the back end of the sacred holiday event, i.e. bidding or requesting vacation after the 25th of December.

S. The City of Folsom and the Folsom Fire Department shall be held harmless for the enforcement or implementation of this Section. Members are specifically precluded from initiating any appeal process (including Article XII, Grievance Procedure) to either the City of Folsom or the Folsom Fire Department for any alleged violations of this Section.

T. Employees shall not be allowed to bid more time than they have the ability to accrue in a calendar year in addition to 96 hours of comp time per month.

4. Shift Trades

A. Each employee may be allowed to trade time for shift(s) for which they are able to secure another qualified employee to work in their place; provided that the substitution does not impose any fiscal impact to the City. Substitutions are to be made with the approval of the department. The Fire Chief or his/her designee retains the right to refuse the shift trade. The substitutions will be applied for in advance. The employee requesting the trade is responsible to fill the vacancy ~~and for any financial consequences~~. The City shall not be held responsible for arrangements between employees.

B. Shift Trades not working must be 24 hours or greater at the end of the assigned rotation (0800-0800), or at the beginning of the assigned rotation (0800-0800). Shift trades of 24-hours will protect against a mandatory hire for the 4-days after or before the trade not working dependent on which end of the rotation it falls.

C. An employee on a shift trade will remain eligible for a mandatory overtime pursuant to Article V, Section 4, Emergency Callback.

D. In the event an employee creates an approved shift trade agreement with another qualified employee and that employee is unable to report to work for the shift, he/she shall either:

1) Notify the original employee so they can secure another qualified employee to work the shift, or

2) The trade individual must find another qualified individual to work the shift, or

3) The original employee must report to work, or

4) In the event the original employee is unable to report to work, the Department will deduct the appropriate number of annual leave hours. If the Department must hire a replacement on overtime for the vacancy created, annual leave will be deducted from the accepting trade working employee using the provisions governing force hire compensation, Article V, Section 5 Mandatory Hires when applicable.

~~4)~~5) In the event that the accepting trade-working employee has an approved Workers' Compensation injury that prevents him/her from covering the shift in question, the fiscal responsibility shifts to the original employee requesting the shift trade unless the original employee finds another qualified individual to work the shift as trade working. If the Department must hire a replacement on overtime for the vacancy created, annual leave will be deducted from the original employee requesting the shift trade using provisions governing force hire compensation, as outlined in Article V, Section 5 Mandatory Hires.

E. An employee who submits and receives vacation bid dates pursuant to the MOU vacation bid process shall not cancel vacation date(s) and then use a shift trade with another employee to take the same date(s) off from work.

Exceptions:

1) An employee may cancel their vacation bid date and give it to a co-worker in need of the day off and then take a trade if the co-worker's vacation

position will not create a mandatory hiring to fill the vacancy.

2) If, due to unforeseen use of annual or sick leave for injury or illness leave purposes, employee's hours drop below the hours needed for vacation, the employee may cancel the bid vacation and take a trade.

F. Vacation date(s) that have been approved and filled with overtime cannot be cancelled and replaced by a shift trade, unless, the overtime was filled with a mandatory hire.

Formatted: None

5. Sick Leave

A. For the purposes of this Section, immediate family is defined as the employee's parents, grandparents, spouse, son, daughter, brother, or sister and any step or foster relationship mentioned above, or any of these relationships to the employee's spouse. Immediate family shall also include any other person living in the employee's household as a family member.

B. Subject to Article V, Section 2, leave used for illness or injury (e.g., sick leave) is a paid leave of absence to be used in the following circumstances:

1) Actual illness or injury of the employee that occurred outside the scope of their employment;

2) Actual illness or injury of a member of the employee's immediate family, where the employee's attention/attendance is required.

3) Exposure of the employee to a contagious disease;

4) Medical, dental, or vision care appointments of the employee which cannot be scheduled outside of duty hours;

5) Medical, dental, or vision appointments of the employee's immediate family which require the presence of the employee.

C. Pursuant to Government Code section 20965, employees may convert accrued sick leave to service credit for purposes of retirement.

D. Utilization of leave for illness or injury and requirements the City may impose is as follows:

1) Eligible employees may be granted leave in minimum units of one (1) hour for the purpose of Section 5 of this Article.

2) The City may require probationary employees to support each use

of leave for an illness or injury by requiring an attending physician's statement.

3) The City may require employees who have used three or more consecutive work days of leave for an illness or injury to submit an attending physician's statement.

4) Employees shall not use leave for disabilities determined to be job-related and compensable under Worker's Compensation.

5) An eligible employee who becomes ill or injured while on vacation may have such period of illness or injury charged to Sick Leave. The request to change leave status must be requested to the on duty Chief Officer on the day of the occurrence or upon the employee's return to duty.

6) The following modifies City Rules and Regulations Section 2.01.110, Sick Leave, Subsection I, Item 2. Where an employee uses leave for the purpose of illness or injury for more than three (3) instances, during any twelve (12) month period may be considered as one indicator of abuse of leave for injury or illness.

E. Employees unable to report to duty and requesting leave due to illness or injury, after 2100 hours the day prior shall notify the Department pursuant to procedures established by the Department before 0700 hours on the morning of the leave request. Leave shall be approved if the reason meets the criteria specified in Article VIII Section 5B, Illness or Injury Leave.

6. FLMA or CFRA

Formatted: None

A. Leave shall be granted for baby bonding time in accordance with CRFA with a 30-day notice given to the Battalion Chief. Baby-bonding leave shall be a minimum of 96-hour blocks with the exception that an employee may apply for less than 96 hours twice.

B. FMLA or CFRA leave for medical appointments will require approval by the Human Resources Department with valid documentation from the attending physician.

C. FMLA or CFRA leave for long-term care of a family member with medical needs will require approval by the Human Resources Department.

7. Bereavement Leave

Classified permanent or promotional probationary employees may be granted a maximum

of ninety-six (96) hours or four (4) shifts from accrued leave time for each instance to deal with matters related to the funeral, death, or critical illness (where death appears imminent) of any member of the employee's immediate family, including parents, children, siblings, aunt, uncle, brother/sister-in-law, or daughter/son-in-law.

Annual leave usage for bereavement leave shall be taken by the employee in twelve (12) hour or greater increments for 56-hour employees and four (4) hour increments for 40 hour employees.

8. Personal Leave Time

A. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

1) Use of PLT shall be subject to the operating needs of the Fire Department.

2) PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City, any PLT remaining in the bank shall be surrendered with no value to the employee.

Formatted: None

9. Emergency Leave

A. An employee may be approved for the use of annual leave for circumstances that requires the employee's immediate attention and are extraordinary, unforeseen, last minute, and unavoidable situations requiring not more than 24-hours.

B. When emergency leave is necessary after the start of the shift, the department will, if necessary, operate a 2-person engine company or a 3-person truck company until the vacancy is filled, or for a maximum of the remainder of the 24-hour shift, whichever occurs first.

C. When emergency leave is granted that removes an Engineer from an engine or truck company, and the Firefighter on the company is not on the acting Fire Engineer's list, the Captain on the engine or truck, if previously a Fire Engineer and feels comfortable, may operate the engine or truck.

10. Leave Time Accrual - Non-Pay Status

Notwithstanding Article VII, Section 1 and 2, Non-Shift Personnel and Holiday Pay Differential, and Article VIII, Section 1, Annual Leave, employees shall not accrue additional Annual Leave or Holiday Leave while on non-pay status; provided however, that employees on Workers Compensation (job related injuries) shall continue to accrue leave time until such employees are considered "permanent and stationary" pursuant to

Workers Compensation law or expiration of 4850 time, whichever is sooner.

11. Local 522 Catastrophic Time Bank

The purpose of the catastrophic time bank is to enable employees to receive and donate any accrued annual, sick, personal or holiday leave to assist employees who have no leave, and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of their immediate family as defined in Article VIII, Leaves, Section 5A. The following conditions shall apply:

A. Catastrophic leave will be available only to employees who have exhausted all of their own paid leave through a bona fide serious illness or injury.

B. The SAFF Local 522 (Folsom Unit) Catastrophic Time Bank shall be administered by the City.

C. An employee may be on disability insurance and use the time bank credits in the same manner that sick leave is used to supplement disability insurance benefits.

D. All donations are to be confidential between the donating employee and the City.

E. Employees donating to the time bank must have ninety-six hours of available leave credits after making a donation.

F. Donating employees must sign an authorization form (prepared by the City), and specify which catastrophic time bank the donation will be applied to, and the employee who is to be a recipient of the donation. Employees relinquish all rights and claims to hours donated.

G. Unused leave hours will remain in the SAFF Local 522 (Folsom Unit) Catastrophic Time Bank

H. Donations shall be subject to applicable tax laws.

I. Availability, and the use of, catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.

J. The City may require a physician's statement, stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

12. Leave Conversion Rates

The City and the SAFF, Local 522 agree to the following terms related to the conversion of leave hours by employees when they are placed in temporary, permanent or modified

duty assignments (in excess of the 1st full pay period) within the department.

G. Conversion from 56-hour to 40-hour work week assignments. Employees temporarily or permanently assigned to staff positions on a 40-hour work week schedule shall have all leave usage banks (sick leave, annual leave, holiday-in-lieu, etc.) converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a 56-hour employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours with the employee assigned to a 40-hour work assignment.

H. Conversion from 40-hour to 56-hour work week assignments. Employees temporarily or permanently assigned to line positions on a 56-hour work week schedule shall have all leave usage banks (sick leave, annual lave, holiday-in-lieu, etc.) converted using a multiplier factor of 1.4 for each hour of available in the leave bank. As an example, a 40-hour employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours.

I. Leave accrual and usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.

J. Leave conversion rates shall be applied to all leave accrual banks provided to the employee by the City (annual leave, holiday-in-lieu, etc.).

K. Any accrual in excess of the limits shall be paid to the employee in cash at the employee's total hourly compensation rate.

13. Jury Duty Leave

A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal worked hours and days or shifts during such absence from work, provided the employee endorses to the city that compensation received by the employee for jury duty service.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through the Fire Chief or the Human Resources Director. Employees shall be granted leave without loss of compensation and benefits for all time required to meet the jury duty obligation, as follows:

1) Jury Selection. When the employee is required to physically report to the court for jury selection, he/she shall be released from Fire Department duty at 2000 hours when scheduled for work on the evening prior. When available, employees shall use telephonic or electronic methods for

determining jury selection.

2) Serving Jury Duty. When the employee has been selected for jury duty he/she shall be released from Fire Department duty at 2000 hours when scheduled for work on the evening prior to each day of service.

3) Serving Concurrent Days. When the employee is serving on a jury panel for concurrent days he/she shall be released from his/her duty on a 24 hour basis for the specific days in service to the court.

4) Completion of Jury Duty. When service to the court is completed, the employee shall return to work as normally scheduled.

5) Scheduled Overtime. An employee who has scheduled overtime Fire Department duty shall notify the on-duty Battalion Chief of the summons and will be released from the scheduled overtime duty assignment for the entire work period.

ARTICLE IX

INSURANCE

1. Medical Insurance

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

2. Health Insurance

A. The City's maximum monthly contribution for active employee health coverage for the year 2025 is as follows:

Employee only: $854
Employee plus one: $1,506
Employee plus family: $1,955

B. The City's maximum monthly contribution for active employees health insurance will be adjusted annually. If there is an increase in the Kaiser HMO monthly premium, the City will cover 50% of the increase, adding it to the previous year's contribution for employee-only, employee plus one, and employee plus two or more coverage levels. The final amount will be rounded to the next whole number. The employee is responsible for the difference between the applicable premium and the City's contribution. If there is no premium increase, the City's contribution remains unchanged.

Formatted: None

Formatted: Indent: First line: 0.5"

Formatted: Indent: Left: 1"

Formatted: Indent: Left: 0.5", First line: 0.5", No bullets or numbering

Example:

If the previous year's City contribution for employee-only coverage was $500 and the Kaiser HMO premium increased by $20, the new City contribution would be:

$500 + (50% of $20) = $500 + $10 = $510

Formatted: Indent: Left: 1", No bullets or numbering

C. Employees who enroll in a health plan with a higher monthly premium than the City's maximum monthly contribution as established under part A and B above shall pay the difference between the maximum contribution amount and cost of the premium through payroll deduction.

Formatted: No bullets or numbering

~~A. Effective January 1, 2012, as demonstrated in the example below, employees shall be included in the same health plan design as the majority of City employees, including copayments. The City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.~~

~~Example:~~

~~Employee only category: The 2010 monthly premium for Kaiser employee only is $507.89 and the City's maximum monthly contribution is $486.00. If this premium increases by 10% for 2011, or to $558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $558.68 – $507.89 = $50.79, $50.79 x 50% = $23.40, $486.00 + $23.40 = $509.40. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be $509 per month. If the premium increases by 10% for 2012, or to $614.55, the City's contribution for 2012 for the employee only category would be computed as follows: $614.55 – $558.68 = $55.87, $55.87 x 50% = $27.93, $509.00 + $27.93 = $536.93. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be $537 per month.~~

~~Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is $1,015.78 and the City's maximum monthly contribution is $972.00. If this premium increases by 10% for 2011, or to $1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $1,117.36 – $1,015.78 = $101.58, $101.58 x 50% = $50.79, $972.00 + $50.79. = $1,022.79. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be $1,023 per month. If~~

~~the premium increases by 10% for 2012, or to $1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows: $1,229.10 - $1,117.36 = $111.74, $111.74 x 50% = $55.87, $1,023.00 + $55.87. = $1,078.87. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be $1,079 per month.~~

~~Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is $1,320.52 and the City's maximum monthly contribution is $1,263.00. If this premium increases by 10% for 2011, or to $1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $1,452.57 - $1,320.00 = $132.57, $132.57 x 50% = $66.29, $1,263 + $66.29 = $1,329.29. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be $1,329 per month. If the premium increases by 10% for 2012, or to $1,597.83 , the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows: $1,597.83 – $1,452.57 = $145.26, $145.26 x 50% = $72.63, $1,329 + $72.63 = $1,401.63. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be $1,402 per month.~~

~~B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City in Section (A) above shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.~~

~~C. Notwithstanding Section 2, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced below eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.~~

D. The City will maintain an IRS 125 Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

E. Effective December 31, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

3. <u>High Deductible Health Plans</u>

A. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.

B. The City agrees to make available a Health Savings Account (HSA) to employees who select either of the High Deductible Health Benefit Plans.

C. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article IX, Section 2 of the MOU and the monthly cost of the premium for a High Deductible Health Plan shall be contributed into the employee's HSA. The City shall make this contribution through the termination date of this MOU, after which this Section C shall sunset.

D. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of $300.00 per month for each month the employee does not participate in City health insurance coverage.

E. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

4. Out of Area Health ~~Premium~~ Plan

A. OAH~~P~~P shall work in conjunction with the Health Reimbursement Arrangement ~~Retirement Account~~ (HRA) provided by the City to active employees. Each OAH~~P~~P retiree will obtain a participant account.

B. Only retirees who (a) are not eligible for Medicare who ~~live~~ reside outside of the service ~~plan~~ area~~,~~ as defined by the City health insurance carriers; (b) qualify for r~~R~~etiree health c~~C~~overage pursuant to Article IX, Section 9 and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAH~~P~~P.

C. Once a retiree opts to participate in OAH~~P~~P, the retiree shall thereafter be prohibited from returning to retiree health coverage.

D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of OAH~~P~~P election. Eligible dependents not covered at the time of election will not be added at a later date, Annual confirmation of dependent eligibility will be required. ~~Spouses may not be added later.~~ The City's contribution would be used for premiums to obtain health coverage and other qualified out-of-pocket medical expenses. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.

E. Upon the death of, or martial dissolution from, the retiree's spouse on record at the time of election to participate on ~~in the~~ OAH~~P~~PP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAH~~P~~PP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.

F. Rules and procedures governing OAH~~P~~PP shall be determined and administered by the City's Human Resources Department. Disputes regarding ~~the~~ OAH~~P~~PP shall be appealed to the City Manager or designee and shall not be subject to arbitration.

~~G. As an option to the OAHPP, retirees who qualify for retiree health coverage pursuant to Article IX, Section 12, may elect the Aetna PPO plan during annual enrollment and prior to moving out of state. The retiree must then keep Aetna as their provider until such time as they move back into the regions covered by whoever are the City health providers at the time, and may elect another provider during the next open enrollment. It is understood by both parties that this option is available only in accordance with the rules and procedures of Aetna and only as long as Aetna chooses to be a provider for the City.~~

5. Dental Insurance

Dental insurance will be provided by Delta Dental Services, Inc. The City will contribute 100% of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. ~~The Delta Dental Preferred Provider Program shall provide coverage maximum of $1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/dependents that choose non-participating dentists shall have a coverage maximum of $1,500 per year.~~ Otherwise, the City's obligation for dental insurance coverage is limited to dental plan contributions. Delta Dental Services, Inc. shall determine dental plan coverage~~content~~.

6. Vision Care

The City will contract with Vision Services Plan (VSP) to provide vision care. The City will contribute 100% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. ~~The following elements shall provide the basis of VSP coverage:~~

~~1) One eye exam every 12 months;~~
~~2) One set of lenses every 12 months;~~
~~3) $100 allowance/whole sale basis for frames; and~~
~~4) A co-pay of $5.00 per visit.~~

Formatted: None

Formatted: Body Text, Left, Indent: Left: 0.5", No bullets or numbering

~~Except for the items listed above, t~~The City's obligation for Vision insurance coverage is limited to plan contributions. VSP shall determine Vision insurance plan coverage~~content~~.

7. Health Benefits Labor-Management Committee

The parties agree to participate in a joint Health Benefits Labor-Management Committee to review existing health benefit programs, including, but not limited to, cost containment, direct contracting for health benefit plans, and creation of a health benefits cafeteria plan. The Health Benefits-Labor Management Committee shall be open to all employee organizations representing City of Folsom employees. The SAFF, Local 522 may select up to two City employees to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

8. Life Insurance

The City agrees to continue to pay the premium for $40,000 life insurance coverage and $40,000 accidental death and dismemberment coverage for employees in the bargaining unit for the term of this Agreement.

Eligible dependents shall receive $2,000~~1,000~~ life insurance coverage.

9. Short Term Disability Insurance

The City agrees to provide a Short-Term Disability Insurance Program, with the City paying 100% of the premium rate for the weekly indemnity insurance program (short-term disability) of up to 60% of the salary of the plan maximum for up to sixty (60) calendar days. The waiting period for initiation of benefits shall be twelve (12) calendar days. Otherwise, the City's obligation to provide Short Term Disability insurance coverage is limited to plan contributions. The Short-Term Disability insurance carrier shall determine plan content. The City will meet with Local 522 upon request.

10. Long Term Disability Insurance

The City and the SAFF, Local 522 agree that the SAFF, Local 522 will provide a Union sponsored plan covering long-term disability for non-work related injury and illness.

The cost of the premium will be a post-tax deduction from the employee's semi-monthly paycheck.

The Long-Term Disability insurance carrier shall determine plan content.

11. FMLA/CFRA Leave Status

Health insurance coverage is limited to the City's obligation as set forth in Federal and

State law in relation to FMLA or CFRA. An employee on either FMLA or CFRA leave status will have continued health insurance as found in this Article during the leave period. The employee is responsible for applicable premium co-payments as required.

Upon exhaustion of FMLA or CFRA, the City will provide the employee with a notice advising of COBRA rights to which the employee may be entitled. Notwithstanding whether the employee is or is not supplementing disability insurance to maximize income, the employee shall cease leave accruals and be solely responsible for health insurance coverage.

12. Retiree Health Insurance

A. E~~xisting e~~mployees hired on or prior to May 8, 2007, who retire[1] from City service on July 1, 2007 or later may participate in the health insurance plans made available by the City for active employees. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

1) Employees who retire with less than 5 years of service[2] shall not be eligible to receive any City contribution toward the cost of retiree health insurance.

2) Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.

a. Subject to the maximum set forth in 10b below, the City retiree health insurance contribution shall be as follows:

i. Retiree only – an amount equal the City's contribution towards active employee health insurance[3] for the category of "employee only."

ii. Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."

iii. Retiree and two or more dependents - an amount equal to the City's contribution towards active employee health

1 "~~Existing~~ Eemployees" are exclusively permanent and/or probationary employees of the City of Folsom on the date th~~e~~is Addendum was~~is~~ approved by the Folsom City Council (May 8, 2007). "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.
2 "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.
3 "Active employee health insurance" shall be defined as the health benefits contribution formula in effect for active employees as of July 1, 2011.

insurance for the category of "employee plus two or more" until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution toward active employee health insurance for the category of "employee plus one plus $100".

b. Effective January 1, 2012, the City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus two or more until age 55 and employee plus one plus $100 after age 55(for retiree plus two or more dependents).

~~i.~~ The January 1, 2012 cap for each category shall be adjusted each January thereafter by an amount not the exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)

i.

~~c. Pursuant to applicable law, and prior to January 1, 2017, if administratively possible the City shall establish a tax exempt retiree health plan for all employees in the Fire Bargaining Unit. The purpose of the plan is to provide a mechanism whereby employees may voluntarily contribute toward future costs of retiree health insurance premiums and related expenses. The governing plan shall be agreed to by SAFF 522 and the City.~~

~~a.~~c. The City shall contribute $25 per pay period into a ~~retiree health reimbursement account~~ Health Reimbursement Arrangement (~~R~~HRA) for each probationary/permanent employee hired after May 8, 2007.

~~b.~~d. The parties acknowledge that unit members who retire from City service prior to July 1, 2007, shall, subject to future negotiations and agreements, receive health benefits as set forth in the 2006-2008 Memorandum of Understanding (Article IX, Insurance, paragraph

**Formatted:** Right: -0.13", Numbered + Level: 3 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Right + Aligned at: 2.38" + Indent at: 2.5"

**Formatted:** Left, Indent: Hanging: 0.5", Numbered + Level: 2 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

**Formatted:** Indent: Hanging: 0.5", Numbered + Level: 2 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

2(A) between the City and Sacramento Area Firefighters, Local 522, IAFF Folsom Unit.

13. Retiree Health Benefits Reopener

A. The City agrees to conduct a bi-annual actuarial study of the cost of health benefit programs for employees who retire from City employment. The first actuarial study shall be conducted not later than July 1, 2007.

B. A copy of the completed actuarial study shall be sent to each employee organization that represents City employees. Upon request of either the City or SAFF, Local 522, the parties agree to reopen the MOU and meet and confer in good faith on MOU provisions covering health, dental, and/or vision insurance programs for active employees and/or active employees who retire from City employment.

C. If the City and an employee organization other than SAFF, Local 522 reopen that employee organization's MOU on the MOU provisions referenced in 11B above, the City will immediately notify SAFF, Local 522 and offer to meet and confer.

14. IAFF Medical Expense Reimbursement Plan

A. Acknowledgement. The City acknowledges that the SAFF, Local 522 has entered into an agreement with the IAFF Medical Expense Reimbursement Plan (hereafter, the "IAFF MERP") of the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter, the "Trust"). The purpose of the Trust shall be to provide for retiree health expense reimbursement benefits. The Trust shall be, and remain separate and apart from any City health insurance funding program.

B. Defined Class of Employees Receiving Contributions. The "Defined Class" of employees receiving contributions to the Trust as set forth below, consists of all employees represented by the SAFF, Local 522

C. Employee Contribution Amount. The City and the SAFF, Local 522 agree that the City shall withhold a mandatory pre-tax contribution of $37.50 per pay period from the pay of every employee of the Defined Class and shall transmit such contributions to the Trust pursuant to the requirements in Part (E) below. No employee shall be permitted to opt-out of the mandatory employee contributions or receive any portion of the contribution in cash.

D. City Contribution Amount. The City and SAFF, Local 522 agree that upon adoption of this agreement the City shall cease making contributions to the RHRA set forth in Article IX - Section 12(A)(2)(d) above and shall instead commence contributions of $25 per pay period to the Trust for all employees of the Defined Class hired after May 8, 2007.

**Formatted:** Normal, Level 2, Indent: Left: 0", Hanging: 0.5", Right: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 13 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1", Tab stops: 0.5", List tab + Not at 1"

**Formatted:** Font: (Default) Times New Roman

**Formatted:** Font: (Default) Times New Roman

1) In-lieu Contribution. The City and SAFF, Local 522 agree that upon the adoption of this agreement the City shall cease the $300 monthly cash incentive for employees declining City health insurance coverage set forth in Article IX Section 3(D) above and shall instead make an equivalent monthly contribution of $300 to the Trust.

   The employee, by written election may direct any portion of the in-lieu incentive contribution to the employee's 457 account up to allowable IRS limits.

   No employee in the Defined Class shall have the option to receive cash in lieu of making contributions to the Trust and/or 457 plan.

2) Transfer of Employee Annual Leave – At Termination. The City and SAFF, Local 522 agree that the cash option for accrued Annual Leave at termination set forth in Article XIII – Section (1)(F) shall be eliminated.

   For every employee in the Defined Class, the City shall, upon the employee's separation from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused Annual Leave. The employee, by written election received by the City no later than 30 days prior to separation, may elect to direct any portion of the value of the accrued Annual Leave to a City sponsored 457 plan up to allowable IRS plan limits.

   No employee in the Defined Class shall have the option to receive cash for the value of the accrued Annual Leave in lieu of making contributions to the Trust and/or 457 plans.

E. Remittance of Contributions. The City shall remit all contributions set forth herein directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee. The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust in regard to reporting and depositing the required contributions set forth herein.

F. Reporting to the Trust Office. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds. The report will include at a minimum: employee first and last name, with suffix as applicable; employee number; Social Security Number; employee status (e.g., active, on leave); date of birth; gender; date of hire; bargaining unit; date of change in bargaining unit, as applicable; home mailing address; City contribution amount; Employee contribution amount; leave transfer amount, as applicable; separation date, as applicable; and separation reason.

The City shall also provide an initial report of contact information for all contributing Employees to the Trust Office, in a format reasonably requested by the Trust, and shall send updates to this information to the Trust Office whenever the City has notice of changes to the information.

The Trust Office will provide a secure data transfer platform or process for transmission of this employee information to the Trust Office.

G. Modification of Employee Contributions. The City and the SAFF, Local 522 agree that the SAFF, Local 522 has the right, subject to approval of its members according to the SAFF, Local 522's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Section C), or to include the mandatory transfer of employee leave for which the Employee is eligible to receive monetary compensation during the course of this Agreement, as long as the modification is mandatory for all employees in the Defined Class.

H. Indemnification. The SAFF, Local 522 agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operations of the Trust, except for the obligation of the City to make and report on the non-elective transfer of contributions as described in this Section.

Formatted: Font: Times New Roman, Underline

Formatted: List Paragraph, Indent: Left: 0"

ARTICLE X

Formatted: None

ALLOWANCES AND REIMBURSEMENTS

1. Uniform Allowance

A. ~~Effective the first full pay period starting July 2023, t~~The City agrees to pay employees the sum of one thousand two hundred fifty dollars ($1,250.00) per year for the purchase of approved on duty uniforms and attire. All uniforms purchased shall comply with the most current regulations and specifications as identified in the Standard Operating Procedures (SOP).

1) Payment of the annual uniform allowance shall be made on or about July 20. Employees with less than six (6) months service by July 1 of a given year shall not be granted a uniform allowance.

2) On initial employment, the City agrees to purchase new employees all uniform components noted below:

- Two (2) class B shirts – Workrite, navy blue Nomex@ (short sleeve)
- One (1) class B long sleeve shirt – Workrite, navy blue Nomex@

- One (1) tie and tie clip
- Three (3) class B pants – Workrite, nave blue Nomex@
- One (1) pair O.S.H.A. approved safety boots, 8" high lace type, zipper optional, with toe protection and sole penetration protection.
- One (1) class B jacket – 511 Chameleon brand dark navy jacket with name tape
- One (1) belt-black, basket weave, 1 ¾" width, chrome buckle, open slot chambers style
- Six (6) class C tee shirts – 100% cotton, navy blue, crew neck
- Two (2) pair shorts – l00% cotton, navy blue
- One (1) baseball cap

2. Uniforms - Class A

The City will continue to provide a Class "A" uniform for all full-time personnel after their probation period has ended. This will include one (1) dress jacket, one (1) dress pant, one (1) tie, one long sleeve white shirt, one (1) dress shoes, and one (1) uniform cap as identified in the most current Fire Department Standard Operating Procedures.

3. Mileage Reimbursement

Employees shall be reimbursed for the use of their personal vehicle, at the IRS approved rate, for all miles driven at the direction of the City.

4. Tuition/Books Reimbursement

Employees who attend job related classes/training provided by either recognized college or Fire Certification (State Fire Marshal) programs that are approved by the department shall be entitled to reimbursement of costs for books ~~tuition, and lodging (pursuant to the City's lodging reimbursement schedule)~~ and tuition up to two thousand five hundred dollars ($2,500) per fiscal year with a maximum reimbursement window of up to two (2) years per class, after the date of completion of the designated class(es). ~~one thousand five hundred dollars ($1,500.00) per fiscal year.~~ The Fire Chief may authorize additional employee reimbursement costs above this limit, when requested by the employee, should said request not exceed the budgeted amount of the department for this program.

A request for reimbursement must be submitted in writing and approved in writing.

Approval shall be given in writing by the department Training Officer prior to the beginning of the class/training program. ~~The City shall implement a procedure that allows for payment of an authorized class up front when requested by the employee.~~

An employee may repeat a job-related course to maintain or upgrade his/her knowledge, skills and abilities.

Attendance in job related classes/training programs will be non-mandatory and will not include overtime payment or reimbursement for costs of transportation, meals, or other incidental expenditures, unless otherwise specified prior to the course and approved by the department.

Employees who fail to attend or satisfactorily complete a job-related class/training program shall reimburse the department for all costs incurred by the City. The City shall deduct the total amount of monies spent by the department from the employee's paycheck over the next four (4) pay periods.

A. Eligibility

When an employee attends a recognized college or university for job related training, such institutions of higher learning shall be accredited by one or more of the United States regional accrediting bodies.

5. Compensation for Training

Training for programs authorized or required by the City shall be financed by the City except as otherwise specified by the City Manager or department head prior to the participation in such training. Such compensation is separate and distinct from the compensation offered for the position and classification involved in training. Subject to approval by the department head or City Manager, employees may be authorized to attend training programs during regular working hours. When the needs of the City service so require, the department head may direct any employee to attend a meeting or conference as part of the vocational training required for the position. In such case, attendance may be mandatory and reasonable compensation for meals, lodging, travel and associated expenses shall be allowed. Travel to and from such training shall be provided by the City or at City expense, however, no overtime will be paid for the time required to travel to and from such meetings, nor the conference or training attendance hours beyond normal working hours.

6. Replacement of Damaged Personal Property

When an employee damages his/her personal property during the normal performance of his/her duties, the employee may submit a claim for reimbursement with the City. The City shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The City shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged personal property shall rest with the City.

Leather structure helmets and leather structure boots approved for use by the City of Folsom Fire Department and purchased by members of the bargaining unit will not be covered by this provision.

7. SCBA Optics Reimbursement

Optical wear (lenses) suitable for insertion into SCBA mask are reimbursable by the City. Employees should use the claim reimbursement form and submit it within thirty (30) days using the chain of command.

ARTICLE XI

EMPLOYEE DISCIPLINE

Formatted: None

1. Employee Discipline

A. Policy:

It is the policy of the City that discipline of City employees is imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules and shall be in accordance with California Government Code Sections 3250 through 3262, Firefighters Procedural Bill of Rights Act (FBOR).

B. Definitions:

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in salary, demotion, dismissal or transfer for purposes of punishment.

As used herein, “corrective action” means counseling memorandum, letter of instruction or similar action shall not be considered disciplinary action.

C. Persons Authorized to Initiate Disciplinary Action:

Discipline may be initiated by those authorized in the City Personnel Rules.

D. Employment Status and Application of Appeal Procedure:

1) Permanent Status: This article shall only apply to employees with permanent status with the City.

2) Probationary Status: An employee in probationary status shall have no right to grieve, arbitrate or appeal release from probationary appointment.

3) Temporary Employee: An employee in a temporary position shall have no

right to grieve, arbitrate or appeal release from temporary appointment.

4) Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve, arbitrate or appeal release from temporary upgrade status.

E. Cause for Disciplinary Action:

1) Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):

a. Misstatement of facts during the hiring process

b. Falsification of an entry on a City document (e.g., time card, expense report)

c. Disclosure of confidential information

d. Insubordination or willful disobedience

e. Incompetence, inefficiency or unsatisfactory job performance

f. Discriminatory, discourteous, or unbecoming behavior

g. Theft, misuse or unauthorized use or possession of City property

h. Dishonesty

i. Misconduct, i.e., any behavior that brings harm or discredit to the City

j. Being under the influence of illegal drugs, alcohol, or possessing illegal drugs while on City property or on official business. This subsection shall not apply to an off duty individual engaged in otherwise legal activities at a City facility (park, walkway, or similar City owned facility)

k. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City

l. Excessive absence or tardiness

m. Absence without approved leave

n. Violation of a City rule, policy, or procedure

o. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and

engaging in unauthorized outside employment

p. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

F. Investigation and Interrogation Rights:

Firefighters, Engineers, or Captains under investigation or subject to interrogation shall be afforded the following rights:

1) Interrogation must occur at a reasonable hour on duty and if conducted off-duty, the employee must be compensated for that time in accordance with adopted City policy and cannot be punished for missing work due to the interrogation;

2) Prior notification of name, rank and command of the person in charge of the interrogation and the nature of the investigation must be given;

3) Interrogation must be for a reasonable time period with reasonable breaks to attend to any physical needs and must be void of offensive language or threats of punitive action or promise of reward in exchange for information;

4) Statements made under duress, coercion, or threat of punitive action are prohibited from being admissible in a subsequent judicial proceeding, subject to certain exceptions under Government Code Section 3253(f);

5) Interrogations may be recorded and the firefighter or EMT-P must be provided access to the recording, if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee is entitled to a transcribed copy of the notes made by a stenographer or any reports or complaints made, except those required by law to be kept confidential. Confidential notes cannot be entered into the firefighter's personnel file;

6) The employee shall be informed of his/her constitutional rights if it becomes apparent that he/she may be charged with a criminal offense;

7) Upon the filing of a formal written statement or charges, or whenever an interrogation focuses on matters that may result in punitive action against any employee, that employee has the right, at his or her request, to have a representative of his or her choice present during the interrogation at all times, except that the representative shall not be a person subject to the same investigation.

G. Corrective Action:

~~1)~~ If the City decides to administer ~~corrective action~~, a~~ll~~ Letter~~s~~ of Instruction it shall include a Behavior Modification Plan with actions and timelines designed to assist the employee in meeting the intent of the City's Rules and Regulations, Fire Department Policies and Procedures, as well as the provisions contained within this MOU.

1)

~~2) Any action described in this subsection shall not be placed in the City's employee's personnel file.~~

~~3)~~2) A corrective action may not be appealed beyond the Fire Chief,

H. Preliminary Notice of Disciplinary Action:

~~1)~~ If the City ~~decides~~ intends to impose discipline, the ~~Fire Department~~ employee shall be notified in writing the decision to impose discipline within thirty (30) calendar days of its preliminary decision~~, but not less than forty-eight (48) hours prior to imposing the discipline.~~

1)

2) A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, by email, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail only, the employee should be deemed to have received notice ~~fifteen~~five ~~(1~~5) calendar days after the date of mailing.

3) The Preliminary Notice shall include:

~~a.~~ A statement of the nature of the disciplinary action;

a.

~~b. The effective date of the disciplinary action;~~

~~c.~~b. A statement of the reasons for the disciplinary action citing the item(s) under Section E of this Article, department orders, or the Personnel Rules, which have been violated;

~~d.~~c. Any supporting material or documentation;

~~e.~~d. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and

~~f.~~e. The name and address of the person to whom all written

Page 55

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1", Widow/Orphan control, Tab stops: 1.5", List tab + Not at 1"

**Formatted:** Indent: Left: 1", First line: 0"

**Formatted:** Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1", Widow/Orphan control, Tab stops: 1.5", List tab + Not at 1"

**Formatted:** Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 2 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5"

communication regarding this appeal shall be sent.

I. Skelly Meeting:

1) An employee who is subject to disciplinary action shall have the right, within ~~fifteen~~ seven (7~~15~~) calendar days after receiving a ~~Proposed~~ Preliminary Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.

2) Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

3) Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments and receive documents presented by the employee. ~~Within a reasonable time and in writing, t~~The Skelly Officer shall ~~respond~~ prepare a written response within a reasonable time and provide it to Human Resources. ~~to the employee and the employee's representative, if applicable.~~ The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

4) If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action and shall include the Skelly Officer's findings. Employees may not appeal a Written Reprimand beyond a Skelly hearing.

J. Arbitration Hearing Process:

1) Within fifteen (15) calendar days after receipt of the Final Notice of Disciplinary Action, ~~disciplinary actions may be appealed to arbitration~~ the employee may appeal to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

2) Appeals of disciplinary actions to arbitration shall be pursuant to Government Code Section 3254.5.

3) ~~An~~The appeal of a disciplinary action ~~is a complaint~~ of a permanent employee ~~of~~will determine whether there ~~was~~is cause for the disciplinary action taken against the employee.

4) The parties to the disciplineary appeal ~~hearing and to the selection of the~~ shall mutually select an~~-~~ arbitrator. The parties to the disciplinary appeal shall be: the City and the employee.~~, who~~ The employee may be represented by the SAFF Local 522, self-represented, or independent counsel.~~, and the City.~~

5) The employee shall be entitled to appear personally at the hearing and produce evidence.

6) The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties. ~~For employees not represented by SAFF Local 522, the City shall pay the full cost of the arbitrator and a court reporter and transcript if required by the arbitrator.~~

7) The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

2. Performance Evaluations

A. Performance evaluations which result in the denial of an employee's step increase may be grieved up to and including binding arbitration in accordance with Article XII, Grievance Procedure.

B. The City agrees to meet with the SAFF, Local 522 in order to review and propose changes to existing employee evaluation system.

3. Personnel Files

The City and the SAFF, Local 522 agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow every employee the opportunity to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file admissible as evidence in any disciplinary matter. There shall be no documents placed in the official personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Section.

The City and the SAFF, Local 522 recognize the Department's use of a "rotating employee file" (REF) for the preceding twelve (12) months, for the purposes of employee performance evaluations, and that the file may be included with the City's official personnel file and incorporated into the employee performance review process and/or other related employee matters.

4. Purging Personnel Files

Counseling memorandums are not disciplinary and shall not be placed in the employee's personnel file. Employees shall be offered the opportunity to sign and be provided with a copy of any disciplinary written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such materials. The written response must be submitted within fifteen (15) days of the notice to place the disciplinary documents in the personnel file.

If the employee was not allowed the opportunity to sign the documents prior to placement within the personnel file, the employee shall have the right at any time to attach a written response to the material. Any person who places any written material in an employee's file shall sign and date the material, signifying when it was placed in the employee's file and by whom.

Disciplinary actions and corrective action shall be purged (at the request of the employee) from the employee's personnel file following the schedule below in accordance with the City's records retention policy:

Written reprimands: Eighteen (18) months

Other disciplinary actions (i.e., suspensions, reductions in pay, and demotions: Five (5) years

Formatted: None

ARTICLE XII

Formatted: None

GRIEVANCE PROCEDURE

1. Grievance Procedure

A. Definition. The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or the SAFF, Local 522 which involves the interpretation or application of, or compliance with the provisions of this Agreement, City Rules or Regulations, or directives of the Fire Department including, but not limited to, the imposition of discipline.

B. Time Limits. Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level and the failure to answer shall be given the appropriate weight by the arbitrator.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

C. Presentation. An employee and/or a SAFF, Local 522 representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

D. Procedure. All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. The SAFF, Local 522 may refuse to represent a grievant and the City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

1) STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee of the SAFF, Local 522 should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

2) STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Fire Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Fire Chief or designee shall meet with the grievant to discuss the matter. The Fire Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Fire Department and the reasons therefore, as related to the grievance.

3) STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City's Employee Relations

Officer. The Employee Relations Officer shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the Employee Relations Officer fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration. Matters of grievance which are not disciplinary in nature shall only be submitted to Step 4 by the SAFF, Local 522. Employees may, if they so desire, individually submit matters of discipline to arbitration subject to the employee paying one half the costs as defined in Step 4.

4) STEP 4. A request for binding arbitration shall be made in writing to the Employee Relations Officer within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 answer is received, within forty-five (45) days of the date of the Step 3 meeting.

An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the American Arbitration Association or the Mediation and Conciliation Service of the State of California. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, SAFF, Local 522, and the grievant. The arbitrator shall have no authority to add to or delete from the terms of this Agreement, City rules or regulations, or directives of the Fire Department. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties. In matters of discipline which have not been submitted to arbitration by the SAFF, Local 522, all costs will be split between the parties to the arbitration and shall not include the SAFF, Local 522.

## ARTICLE XIII

## MISCELLANEOUS

Formatted: Normal

1. Fitness for Duty

The City may require an employee to submit to a medical examination by a physician, designated by the City, to evaluate the capacity of the employee to perform the work of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department

head, or designee, that the employee is unable to perform the work of the employee's position. The examination cost shall be paid by the City.

The physician shall make a written report to the City and the employee. Information provided by the City's physician shall be kept confidential by the City and shall contain no medical report except to note whether the employee is fit to work. After consideration of the report and other pertinent information, if the City concludes that the employee is unable to perform the work of their present position, the City may demote or transfer an employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment may be terminated. An employee who is terminated because of medical inability to perform the duties of their position shall be placed on paid administrative leave until the date of separation.

An employee evaluated pursuant to this section, who is in disagreement with the findings of the City's physician may elect, at the employee's cost, to have an examination by a physician of the employee's choosing. If the employee's physician finds the employee fit to perform their job duties the employee shall have the right to submit the matter to binding arbitration in accordance with Article XII, Grievance Procedure, of this Agreement.

This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.

2. Fitness Evaluation (Wellness)

The City and the SAFF, Local 522 agree to work cooperatively during the term of this MOU to implement and maintain a long-term Wellness-Fitness Program for all uniformed personnel. The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the Fire Chief.

The City and the SAFF, Local 522 agree to support a comprehensive, mandatory annual medical examination for all uniformed employees represented by the SAFF, Local 522, as a component of the Wellness-Fitness Program. The medical examination shall be generally consistent with the guidelines recommended by the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the Fire Chief.

All members may participate in the annual personal fitness evaluations. After the annual personal fitness evaluations, any member that successfully completes the Folsom Fire Physical Ability Test (entry level combat challenge) in the time from the table below, shall receive a one-time payment of $750 per calendar year as a fitness incentive. Program, testing procedures and grading will be established by the City with no appeal.

| Age Range | Time Limit |
|---|---|
| 30 yrs. and Under | 2 minutes and 45 seconds (2:45) |

| | |
|---|---|
| 31 yrs. – 40 yrs. | 3 minutes and 15 seconds (3:15) |
| 41 yrs. – 50 yrs. | 3 minutes and 45 seconds (3:45) |
| Over 50 yrs. | 4 minutes and 15 seconds (4:15) |

3. Modified Duty Assignments

The City and the SAFF, Local 522 agree to jointly develop and implement a modified duty assignment program for the department. The intent of this program is to develop policies and procedures to be used by the department that would identify the appropriate temporary assignment for employees who are injured or ill that limit their ability to serve in their normal assignment. Changes shall be subject to Article I, Section 4, Meeting and Conferring During the Term of the MOU, of this MOU.

4. Fire Job Classification

A. The City recognizes that the SAFF, Local 522 has a vital interest in the content of the fire job specifications, including minimum qualifications and promotional patterns, for classifications represented by the SAFF, Local 522.

B. The City and the SAFF, Local 522 agree that changes to job specifications, minimum qualifications, promotional testing processes, scheduling and similar areas of concern related to classifications represented by the SAFF, Local 522 shall be subject to meet and confer and that all changes recommended by that group shall be subject to Article I, Section 4, Meeting and Conferring During the Term of the MOU, of this MOU.

C. The City agrees to notify the SAFF, Local 522 anytime the City proposes to recruit and examine for, or to modify, fire job classifications represented the SAFF, Local 522. The City agrees to meet and confer with the SAFF, Local 522 over such proposed changes if the SAFF, Local 522 so requests.

D. On its own initiative, the SAFF, Local 522 may at any time notify the City Human Resources Director that the SAFF, Local 522 requests to meet and confer with the City over the SAFF, Local 522 proposed modifications to the recruitment and examination procedure, and/or job specifications for fire classifications represented by the SAFF, Local 522. The City shall schedule a meet and confer session in response to such request.

E. Nothing in this provision shall be construed as to require the City to divulge information or change procedures that in any way would compromise the integrity of the City's merit system.

Formatted: None

5. Promotional Test Scheduling

A. The eligibility list generated from a promotional examination will have a two-year life unless it is reduced to three or fewer eligible candidates; at which time the City may give an examination and create a new list, or the Fire Chief shall have the option of promoting from the list. At the end of the two years, a new examination shall be required, and the current list shall expire. If a new list is not generated prior to the expiration, the Fire Chief may extend the list by no more than six (6) months until a new examination is administered.

B. Temporary appointments and short-term vacancy assignments (acting time) may be made from the current eligibility list, or most-recent eligibility list if a current eligibility list does not exist.

6. Paycheck Distribution

The City agrees to submit paychecks to employees in the Fire Department no later than 0830 hours each payday, for the off-going shift.

If it becomes feasible during the term of this MOU, this provision will be applied to all employees.

The parties recognize that patience and tolerance will be exercised in the execution of this provision. Any discrepancies will be rectified within a reasonable period of time. Reasonable period of time is defined to mean two (2) normal working days.

7. Labor/Management Team

A. The City and the SAFF, Local 522 agree to establish a joint labor-management team to meet and confer on matters raised by either party.

B. The Labor-Management team will determine the frequency of meetings and the number of representatives in attendance from the bargaining group.

8. Department Bulletins

Department Bulletins will be given an expiration date at the time they are published.

9. Program Coordinator/Technician

The Program Coordinator/Technician plan used by the Department shall be voluntary in nature and shall not require participation by employees. Employees who volunteer, except as noted in Subsection 10 of this article, shall not be negatively affected in their annual evaluation for performance as a Program Manager. The employee may be removed from the program if the City sees fit either due to lack of need for the program or other reason as set forth by the City.

10. Program Incentive Pay

A. Employees designated by the Fire Chief to perform Program Coordinator tasks associated with one of the following program areas shall receive a two hundred dollars ($200) per month incentive pay allowance:

1) PPE Program Coordinator (1 Person Total)
2) SCBA Program Coordinator (1 Person Total)
3) Pre-Plan Program Coordinator (1 Person Total)
4) Volunteer Services (CERT) Program Coordinator (1 Person Total)
5) CAD Program Coordinator (1 Person Total)
6) Radio Program Coordinator (1 Person Total)
7) SRT: Program Coordinator (1Person Total)
~~7)~~8) Boat Program Coordinator (1 Person Total)
~~8)~~9) PIO Coordinator (1 Person Total)

Any of the above (Section A) Program Coordinator positions require a minimum of a two (2) year up to four (4) year time commitment. Members may re-apply for the applicable program coordinator position upon the conclusion of the required time commitment.

B. Employees designated by the Fire Chief to perform Program Manager or Technician tasks associated with one of the following program areas shall receive a one hundred dollars ($100) per month incentive pay allowance:

1) Self-Contained Breathing Apparatus (SCBA) Technician (1 Person per Shift)
2) Fire Investigator (3 Persons Total)
3) ACLS/PALS Instructor (1 Person per Shift)
4) ITLS Instructor (1 Person per Shift)
5) CPR Instructor (1 Person per Shift)
6) Fire Hose Program Manager (1 Person Total)
7) Fire Tools and Equipment Manager (3 Persons Total)
8) Extrication Program Manager (1 Person Total)
9) Fitness and Wellness Program Manager (1 Person Total)
10) Wildland / Single Resource Manager (1 Person Total)

Any of the above (Section B) Program Manager or Technician positions require a minimum of a two (2) year up to four (4) year time commitment. Members may re-apply for the applicable program coordinator position upon the conclusion of the required time commitment.

C. Employees who hold a valid certificate in the Program areas below shall receive a one hundred dollars ($100) per month incentive pay allowance:

1) Swiftwater Rescue Technician Certificate
2) Confined Space Technical Rescue Certificate
3) RS1 and RS2 Certificates

D. Members receiving incentive pay allowance in section A shall be limited to a maximum combined allowance in sections A, B, and/or C of six hundred dollars ($600) per month per employee.

E. Members receiving incentive pay allowance in section B, shall be limited to a maximum combined allowance in sections B and C of five hundred dollars ($500) per month per employee.

Employees shall maintain the necessary training and certification standards established by the Department in Sections A, B and C to continue to receive this pay allowance. All employees receiving program incentive pay shall have their performance in the program included as part of the employees City performance evaluation. Performance that falls below "meets expectations" may subject the employee to removal from the program and loss of incentive pay as determined by the Fire Chief.

11. Medic Unit Incentive Pay

A. All members may participate in the annual medic unit incentive pay based on hours worked on a medic unit. Annually, an hour's report, inclusive of regular duty and overtime hours, will be examined for each employee working a medic unit for a one-time annual payment based on the following:

1) 2200 hours worked – member receives $1,000
2) 2500 hours worked – member receives $1,250
3) 2800 hours worked – member receives $1,500

Formatted: None

12. Strike Team - Assignments

A. For strike team and overhead assignment requests, Labor/Management will collaboratively develop a voluntary strike team list specific for TeleStaff use.

1) For "initial attack" deployment dispatches, apparatus and crew will be dispatched directly from their normal assigned station from duties by Fire Dispatch and shall not be delayed to any degree.

2) For "immediate need" deployment dispatches, the on-duty personnel assigned to the strike team station that day will be the personnel assigned to the strike team to minimize delay in response. Any on-duty personnel crew member not wishing to be dispatched to fill a strike team request may find their own voluntary qualified replacement within the same rank to fill the

request shall arrange for coverage to occur prior to the beginning of their shift and then notify his/her immediate supervisor of the arrangement. At no time will this cause a delay of more than thirty (30) minutes in the response.

3) For "planned" need deployment dispatches or crew rotations, the voluntary shift strike team TeleStaff list will be utilized to fill the request. In the event that the request is not filled using the voluntary strike team TeleStaff list, the on-duty personnel assigned to the strike team station the day of the planned need or crew rotation will be the personnel assigned to the strike team. Employee's not wishing to be assigned to the strike team may find their own voluntary qualified replacement within the same rank to fill the request and then notify his /her immediate supervisor of the arrangement The Duty Chief may re-assign station staffing to accommodate arrangement requests.

4) When a member accepts any request from the voluntary strike team Telestaff list, their name will rotate to the bottom of the list provided that he/she was deployed for a minimum of twelve (12) hours.

B. When working a strike team deployment of more than forty-eight (48) hours, an employee returning from a strike team on their normal duty day shall be released from duty on paid administration leave for a rest period until the beginning of the next work day. For example; an employee returning from a strike team on their regular duty day would be released and paid administration leave until 0800 hours the following day.

C. A good faith effort shall be made by the City to relieve crews on a strike team assignment on the fourteenth ($14^{th}$) day if the assignment is within the State of California and the twenty-first ($21^{st}$) day if the assignment is outside the State of California. Crews may request to be relieved if cooperating agencies in the Sacramento Region are replacing their crews before the fourteenth ($14^{th}$) or twenty-first ($21^{st}$) days.

D. During a strike team deployment when the incident does not provide hotel/motel accommodations, but hotel/motel accommodations are available to the strike team, at the individual's engine company's expense, the City will pay for the hotel/motel accommodation. Nothing in the section shall negatively impact the strike team availability or response to the incident mission. The Strike Team Leader will make the decision whether the entire strike team will exercise the option for the hotel/motel accommodation.

13. Probationary Period, Seniority, Demotion and Layoffs

A. To provide means by which employees are to be demoted or laid off in the event a reduction in work force occurs.

B. When determining “Seniority” or “Time in Grade” the following criteria shall be used:

1) Seniority is defined as regular full time City employment in the fire department regardless of rank.

2) If two or more people are hired on the same date, the seniority ranking will be in accordance with the employee’s ranking at the conclusion of the recruit firefighter academy.

3) Time in grade shall be the method used to determine seniority by rank. If two or more employees in the same rank have the same promotion dates, the employee’s position on the eligibility list for the employee’s job classification will determine seniority in that rank.

4) Military leave of absence shall not be deducted from time in grade or from total time in the fire department.

5) The probationary period for new hires may be extended for any leave time in excess of 240 hours (cumulative) within the probationary period. The extension specific to this section will be equal to the leave time used in excess of 240 hours.

6) Probationary period extensions for performance-based issues shall be reflected in “Seniority” calculations for new hires.

7) The probationary period for Engineers and Captains may be extended for prolonged absences, with the exception of military leave and/or a workplace injury, during the probationary period. The extension specific to this section will be equal to the leave time used in excess of 240 hours.

8) Probationary period extensions for performance-based issues shall be reflected in “Time in Grade” calculations for Engineers and Captains.

C. Layoff or Non-Disciplinary Demotions.

1) Reductions in the ranks of Captain or Fire Engineer shall be made by the least senior employee in regular full time, time in grade, including probationary time.

2) Individuals affected by being demoted shall have the right to “bump” downward to the next lower rank formerly held by the affected employee.

3) Layoffs, reductions, or demotions in the rank of Firefighter shall be by the least senior employee in regular full time City employment in accordance with the Personnel Rules, Section 2.04.030E.

D. Reemployment and Seniority

1) When an employee is laid off and is reemployed within two (2) years of said employee's termination date, the employee shall receive the benefits as described in the Personnel Rules, Section 2.04.030J upon return to service.

2) When the period of absence exceeds two (2) years, no benefits are retained and the employee is treated as a new employee for all purposes, unless they are vested by a third party (e.g. PERS credit).

3) When an employee resigns from the department and then wishes to return, they may do so through the application and testing process when a vacancy occurs. Seniority shall be based on section B above.

E. The City shall give the SAFF Local 522 Unit Representative 30 days' notice prior to the effective date of any layoff or a non-disciplinary demotion along with a seniority list with all the member's names, their hire date, and their time in grade.

13. Lateral Hires

Any decision to hire above the entry-level salary step (Step 1) will be based on the Fire Chief's final recommendation with the concurrence of the City Manager. Such recommendation shall be based on the Fire Chief's evaluation of the candidate's background and experience.

14. Personnel Rules

The City agrees to notify the SAFF, Local 522 of proposed changes to City personnel rules, and to meet and confer in good faith over the impact of such changes prior to implementation.

15. Staffing

Formatted: None

The purpose of this Article is to provide an agreed upon staffing level which supports firefighter safety and adequate personnel for workload distribution.

The City maintains the right to assign work and schedule employees in accordance with requirements as determined by the City. In the regular course of operations circumstances such as cross-staffing apparatus, participating in special training assignments, provisions to assist employees found in Article VIII, Section 8, Emergency Leave and other needs of the City will cause the need to deviate from this staffing level. With this understanding,

the City agrees that it shall maintain on a daily basis, minimum apparatus staffing level as follows:

A. In-service Engine Company – three (3) persons; (one (1) Captain, one (1) Engineer and one (1) Firefighter; or the equivalent thereof)

B. In-service Truck Company – four (4) persons; (one (1) Captain, one (1) Engineer and two (2) Firefighters; or the equivalent thereof)

C. In-service ALS Medic – two (2) firefighters or paramedics; or the equivalent thereof.

Formatted: None

16. Bilingual Pay

1. The Fire Chief may designate up to (2) employees per shift, if at least two employees on the shift qualify, to receive a $100 per month Bilingual Pay differential. Such assignment shall be in writing and must be renewed on an annual basis.

2. To be eligible for Bilingual Pay, an employee must (1) speak a foreign language as identified by the City; (2) agree to utilize his/her bilingual ability on the job; (3) demonstrate bilingual proficiency satisfactory to the Director of Human Resources; and (4) agree to maintain the necessary training and certification standards established by the City to continue to receive bilingual pay.

3. All employees receiving bilingual pay shall have their bilingual performance included as part of the employee's City performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

ARTICLE XIV

SIGNATURE CLAUSE

1. Signature Clause

This agreement shall remain in full force and effect from July 1, 2025~~2~~, through June 30, 2028~~5~~. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

**City of Folsom**

~~Elaine Andersen~~Bryan Whitemyer
City Manager

~~John W. Spittler~~Allison Garcia
Human Resources Director~~Advisor~~

~~Ken Cusano~~
~~Fire Chief~~

~~Allison Garcia~~Vance Piggott
~~Human Resources Director~~City Representative

~~Dennis Batchelder~~Doris Valencia
~~City Representative~~Senior Human Resources Analyst

**Sacramento Area Firefighters, Local 522, IAFF**

Trevor Jamison
President, Local 522

~~Jeff Carter~~Larry Menth
~~Representative for SAFF, Local 522~~SAFF, Local 522 Representative

~~Brian Beck~~Daniel Carson
SAFF, Local 522 Representative

~~Tracy C. Randall~~Robert Byrne
SAFF, Local 522 Representative

Brent Cramer~~Jacob Bisetti~~
SAFF, Local 522 Representative

~~Daniel Carson~~Tyler Smith
SAFF, Local 522 Representative

~~Robert Byrne~~Roy Griffith
SAFF, Local 522 Representative

Formatted: None
Formatted: Font: Not Bold, No underline
Formatted: Heading 1, None, Indent: Left: 0", First line: 0"
Formatted: None
Formatted: Level 1, Tab stops: Not at 2"

~~Brent Cramer~~
~~SAFF, Local 522 Representative~~

**Appendix A**
Salary Schedule

| Firefighter | 42F | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| | Eff 7/1/22 | 79,056.19 | 83,009.00 | 87,159.45 | 91,517.42 | 96,093.30 | 100,897.96 | 105,942.86 |
| | Eff 7/1/23 | 81,427.88 | 85,499.27 | 89,774.24 | 94,262.95 | 98,976.10 | 103,924.90 | 109,121.14 |
| | Eff 7/1/24 | 83,870.71 | 88,064.25 | 92,467.46 | 97,090.84 | 101,945.38 | 107,042.65 | 112,394.78 |

| Fire Engineer | 47F | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| | Eff 7/1/22 | 86,961.86 | 91,309.96 | 95,875.45 | 100,669.23 | 105,702.69 | 110,987.82 | 116,537.21 |
| | Eff 7/1/23 | 89,570.72 | 94,049.25 | 98,751.72 | 103,689.30 | 108,873.77 | 114,317.46 | 120,033.33 |
| | Eff 7/1/24 | 92,257.84 | 96,870.73 | 101,714.27 | 106,799.98 | 112,139.98 | 117,746.98 | 123,634.33 |

| Fire Captain | 54F | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| | Eff 7/1/22 | 96,107.57 | 100,912.95 | 105,958.60 | 111,256.53 | 116,819.36 | 122,660.33 | 128,793.34 |
| | Eff 7/1/23 | 98,990.80 | 103,940.34 | 109,137.36 | 114,594.23 | 120,323.94 | 126,340.14 | 132,657.14 |
| | Eff 7/1/24 | 101,960.53 | 107,058.55 | 112,411.48 | 118,032.05 | 123,933.66 | 130,130.34 | 136,636.86 |

| Firefighter | 42F | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| | Eff 7/1/25 | 85,967.48 | 90,265.86 | 94,779.15 | 99,518.11 | 104,494.01 | 109,718.71 | 115,204.65 |
| | Eff 7/1/26 | 88,116.67 | 92,522.50 | 97,148.63 | 102,006.06 | 107,106.36 | 112,461.68 | 118,084.76 |
| | Eff 7/1/27 | 90,319.59 | 94,835.57 | 99,577.34 | 104,556.21 | 109,784.02 | 115,273.22 | 121,036.88 |

| Fire Engineer | 47F | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| | Eff 7/1/25 | 94,564.29 | 99,292.50 | 104,257.13 | 109,469.98 | 114,943.48 | 120,690.66 | 126,725.19 |
| | Eff 7/1/26 | 96,928.39 | 101,774.81 | 106,863.55 | 112,206.73 | 117,817.07 | 123,707.92 | 129,893.32 |
| | Eff 7/1/27 | 99,351.60 | 104,319.18 | 109,535.14 | 115,011.90 | 120,762.49 | 126,800.62 | 133,140.65 |

| Fire Captain | 54F | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| | Eff 7/1/25 | 104,509.54 | 109,735.02 | 115,221.77 | 120,982.86 | 127,032.00 | 133,383.60 | 140,052.78 |
| | Eff 7/1/26 | 107,122.28 | 112,478.39 | 118,102.31 | 124,007.43 | 130,207.80 | 136,718.19 | 143,554.10 |
| | Eff 7/1/27 | 109,800.33 | 115,290.35 | 121,054.87 | 127,107.61 | 133,462.99 | 140,136.14 | 147,142.95 |

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | New Business |
| **SUBJECT:** | Resolution No. 11459 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39 |
| **FROM:** | Human Resources Department |

**RECOMMENDATION / CITY COUNCIL ACTION**

The Human Resources Director recommends that the City Council pass and adopt Resolution No. 11459 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39.

**BACKGROUND / ISSUE**

The existing Memorandum of Understanding (MOU) between the City of Folsom and the International Union of Operating Engineers, Local 39 expired on June 30, 2025. The parties began negotiations on a new MOU on April 4, 2025, and reached a tentative agreement on August 14, 2025. Local 39 ratified the tentative agreement on August 28, 2025. The new proposed successor MOU is being presented to the City Council on September 9, 2025, for consideration and approval.

**POLICY / RULE**

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

**ANALYSIS and FINANCIAL IMPACT**

A tentative agreement was reached by the parties and the proposed successor Memorandum of Understanding, which will be effective July 1, 2025, contains the following changes that have some economic impact, as outlined below. The changed provisions are as follows:

1. The MOU term will be for three (3) years: July 1, 2025, through June 30, 2028.

2. A cost-of-living adjustment (COLA) is provided for each year of the agreement:
    - Year 1: Effective July 1, 2025
        - 3% for all classifications
        - The cost for the first year of the COLA will increase salary and benefits approximately $757,674.
            1) General Fund (010) - $389,536
            2) Water (520) - $118,390
            3) Sewer (530) - $71,715
            4) Solid Waste (540)- $173,929
            5) Tree Rep (226) - $4,104
    - Year 2: Effective July 1, 2026
        - 3% for all classifications
        - The cost for the second year of the COLA will increase salary and benefits approximately $795,141.
            1) General Fund (010) - $407,602
            2) Water (520) - $124,376
            3) Sewer (530) - $73,865
            4) Solid Waste (540) - $185,071
            5) Tree Rep (226) - $4,227
    - Year 3: Effective July 1, 2027
        - 3% for all classifications
        - The cost for the third year of the COLA will increase salary and benefits approximately $818,995.
            1) General Fund (010) - $419,830
            2) Water (520) – $128,107
            3) Sewer (530) - $76,081
            4) Solid Waste (540) - $190,623
            5) Tree Rep (226) -$4,354

3. Effective July 1, 2025, the following classifications shall be increased to the salary range which is closest to 5% above the current salary range:

    a. Electrical and Instrument Technician
    b. Fleet Operations Coordinator
    c. Inventory Clerk
    d. Lead Sr. Mechanic
    e. Mechanic I/II
    f. Senior Building Tradesworker
    g. Senior Equipment Mechanic

h. Traffic Control Device Technician
i. Traffic and Control Lighting Tech I/II/Sr.
j. Lead Plant Mechanic
k. Wastewater Collection Technician I/II/III/Sr.
l. Water Distribution Operator I/II/III
m. Water Distribution Chief Operator
n. Water Treatment Plant Mechanic
o. Water Treatment Plant Operator I/II/III (shift and non-shift)
p. Water Treatment Plant Chief Operator
q. Water Quality Technician
r. Water Utility Worker I/II/III/Sr.

Effective the first full pay period following July 1, 2025, the salary range for the Refuse Driver and Senior Refuse Driver classification shall be increased to the salary range closest to 2.5% above the current salary range.

The cost of the special salary increase will be approximately $442,123 in the first year in salary and benefits.

General Fund (010) - $71,797
Water (520) - $155,120
Sewer (530) - $84,576
Solid Waste (540) - $110,630

4. Uniform/Boot Allowance
   - New employees required to wear a uniform and/or boots will be entitled to a pro-rated amount of the allowance based on the number of full months remaining in the fiscal year.

5. Annual Leave Cash out
   - Eligible employees may cash out up to 60 hours of annual leave (currently 40 hours) per fiscal year, only if they have used at least 40 hours of annual leave during the year.

6. A variety of non-economic and clarification language changes were also agreed upon.

**ATTACHMENTS**

1. Resolution No. 11459 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39.

2. Proposed Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39 for the term of July 1, 2025, through June 30, 2028.

Submitted,

Allison Garcia
Human Resources Director

Attachment 1

**RESOLUTION NO. 11459**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39**

**WHEREAS,** the City of Folsom and the International Union of Operating Engineers (IUOE), Local 39 have met and conferred in good faith since April 4, 2025; and

**WHEREAS,** the parties reached a tentative agreement on August 14, 2025; and

**WHEREAS,** the members of IUOE 39 ratified the tentative agreement on August 28, 2025; and

**WHEREAS,** the City Manager and the City's negotiation team recommend the City Council adopt the agreement

**NOW, THEREFORE, BE IT RESOLVED** that the City Council adopts the agreement between the City of Folsom and the International Union of Operating Engineers, Local 39 for the period of July 1, 2025, to June 30, 2028; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding between the City of Folsom and the International Union of Operating Engineers, Local 39.

**PASSED AND ADOPTED** this 9th day of September, 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

CITY OF
FOLSOM
DISTINCTIVE BY NATURE

# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOLSOM

AND

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 39

July 1, 2022~~5~~ – June 30, 2025~~8~~

# Table of Contents

**Article I. RECOGNITION AND COVERAGE ..... 95**

1. Recognition ..... 95
2. Total Agreement ..... 95
3. Severability of Provisions ..... 95

**Article II. EQUAL EMPLOYMENT ..... 106**

1. Equal Employment ..... 106
2. Discriminatory Prohibitions ..... 106

**Article III. MANAGEMENT RIGHTS ..... 117**

**Article IV. NO STRIKE OR LOCKOUT ..... 128**

1. No Strike ..... 128
2. Lockout ..... 128

**Article V. UNION RIGHTS ..... 139**

1. Payroll Deductions ..... 139
2. Bulletin Boards ..... 139
3. List of Employees ..... 139
4. Notice ..... 139
5. New Employee Orientation ..... 139

**Article VI. COMPENSATION ..... 1410**

1. Salary Increases ..... 1410
2. Salary Ranges ..... 1410
3. Salary Range Adjustments ..... 1410
4. Longevity Pay ..... 1511
5. Recruitment and Retention Pay ..... 1511
6. Standby Duty ..... 1612
7. Monitoring Pay ..... 1612
8. GIS Stipend ..... 1612
9. Special Skill Certification/License Pay and Education Incentive Pay ..... 1612
10. Callback ..... 1915
11. Overtime and Holiday Work ..... 2016
12. Payment for Scheduled Hours ..... 2016
13. Compensation During Work Disability ..... 2016
14. Compensation Upon Service Separation ..... 2117
15. Salary on Status Changes ..... 2117
16. Uniform Allowance ..... 2319
17. Mechanics Tool Allowance ..... 2420
18. Reimbursement for Use of Personal Vehicle ..... 2420
19. Cell Phone ..... 2420
20. Night Shift Differential ..... 2521
21. Bilingual Pay ..... 2521
22. Market Survey ..... 2621
23. Deferred Compensation ..... 2622

**Article VII. RETIREMENT ..... 2722**

1. Public Employees Retirement System (PERS) ..... 2722
2. Retirement Optional Settlement 2W Death Benefit (Survivors) ..... 2823
3. Use of Accrued Leave Time Pending Retirement ..... 2823
4. Retiree Health Insurance ..... 2823
5. Retiree Dental and Vision Insurance ..... 2925
6. Out of Area Health Plan ..... 3025

**Article VIII. INSURANCE ..... 3126**

1. Health Insurance ..... 3126
2. High Deductible Health Plans ..... 3327
3. Health Insurance – Cash Back ..... 3327
4. Dental Insurance ..... 3428
5. Vision Insurance ..... 3428
6. Life Insurance ..... 3428
7. Short Term Disability Insurance ..... 3428
8. Long Term Disability Insurance ..... 3528
9. Domestic Partner ..... 3529
10. Health Benefits Labor-Management Committee ..... 3529

**Article IX. HOURS, HOLIDAYS AND LEAVES ..... 3529**

1. General Hours of Work ..... 3529
2. Accrued Furlough Leave ..... 3629
3. Flexible Schedules ..... 3630
4. Alternative Work Schedule ..... 3630
5. Report to Duty Station ..... 3730
6. Unauthorized Absence from Work ..... 3730
7. Meal Periods ..... 3731
8. Rest Periods ..... 3731
9. Emergency Work Hours and Duty Assignments ..... 3831
10. Annual Leave Program ..... 3832
11. Sick Leave ..... 3933
12. Illness/Injury During Vacation Leave ..... 3933
13. Holidays During Annual Leave, Sick Leave or Disability ..... 4033
14. Annual Leave for Immediate Family Care ..... 4033
15. Funeral Leave ..... 4033
16. Bereavement Leave ..... 4034
17. Disability Leave ..... 4034
18. Fitness for Duty ..... 4135
19. Maternity Leave ..... 4235
20. Jury Duty Leave ..... 4337
21. Leaves of Absence ..... 4437
22. Catastrophic Time Donation ..... 4438
23. Holidays ..... 4539
24. Federal and State Family and Medical Leave Acts ..... 4640
25. Personal Leave Time ..... 4640

**Article X. TRANSFER AND PROMOTION ..... 4740**

1. Transfer ..... 4740
2. Worksite and Shift Transfer ..... 4741
3. Voluntary Position Transfer ..... 4741
4. Promotion ..... 4841

**Article XI. SHIFT EMPLOYEES ..... 4842**

**Article XII. TRAINING AND SAFETY ..... 5245**

1. Training ..... 5245
2. Safety ..... 5245
3. Tuition Reimbursement Policy ..... 5246

**Article XIII. SEPARATION FROM SERVICE ..... 5447**

1. Layoff ..... 5447

**Article XIV. MISCELLANEOUS ..... 5750**

1. Permanent Part-Time Employees ..... 5750
2. Replacement of Damaged Personal Property ..... 5750
3. Bi-Weekly Pay Schedule/Alternate Work Schedules ..... 5851
4. Repetitive Motion Study ..... 5851
5. Probationary Period ..... 5851
6. Refuse Driver Route Selection ..... 5851

**Article XV. PERFORMANCE EVALUATIONS ..... 5952**

1. Performance Evaluation ..... 5952
2. Authority to Prepare Reports ..... 5952
3. Frequency and Distribution of Reports ..... 5952
4. Review with the Employee ..... 6053
5. Purging of Personnel Files ..... 6053

**Article XVI. EMPLOYEE DISCIPLINE ..... 6053**

1. Policy ..... 6053
2. Definition ..... 6154
3. Persons Authorized to Initiate Disciplinary Action ..... 6154
4. Application ..... 6154
5. Cause for Disciplinary Action ..... 6154
6. Preliminary Notice of Disciplinary Action ..... 6255
7. Skelly Meeting ..... 6356
8. Appeal of Disciplinary Action ..... 6457

**Article XVII. GRIEVANCE PROCEDURE ..... 6558**

**Article XVIII. TERM OF AGREEMENT ..... 6659**

1. Appendix A – List of Classes in Bargaining Unit ..... 7062
2. Appendix B – Recognized Certifications/Licenses ..... 7264
3. Appendix C – New Salary Range ..... 7466

~~**Article I. RECOGNITION AND COVERAGE ..... 5**~~

~~1. Recognition ..... 5~~
~~2. Total Agreement ..... 5~~
~~3. Severability of Provisions ..... 5~~

~~**Article II. EQUAL EMPLOYMENT ..... 6**~~

~~1. Equal Employment ..... 6~~
~~2. Discriminatory Prohibitions ..... 6~~

**Article III. MANAGEMENT RIGHTS ..... 7**

**Article IV. NO STRIKE OR LOCKOUT ..... 8**

1. No Strike ..... 8
2. Lockout ..... 8

**Article V. UNION RIGHTS ..... 9**

1. Payroll Deductions ..... 9
2. Bulletin Boards ..... 9
3. List of Employees ..... 9
4. Notice ..... 9

**Article VI. COMPENSATION ..... 9**

1. Salary Increases ..... 9
2. Salary Ranges ..... 10
3. Salary Range Adjustments ..... 10
4. Longevity Pay ..... 10
5. Recruitment and Retention Pay ..... 10
6. Standby Duty ..... 11
7. Monitoring Pay ..... 11
8. GIS Stipend ..... 11
9. Special Skill Certification/License Pay and Education Incentive Pay ..... 11
10. Callback ..... 14
11. Overtime and Holiday Work ..... 15
12. Payment for Scheduled Hours ..... 15
13. Compensation During Work Disability ..... 15
14. Compensation Upon Service Separation ..... 16
15. Salary on Status Changes ..... 16
16. Uniform Allowance ..... 18
17. Mechanics Tool Allowance ..... 18
18. Reimbursement for Use of Personal Vehicle ..... 19
19. Cell Phone ..... 19
20. Night Shift Differential ..... 20
21. Bi-Lingual Pay ..... 20
22. Classification Survey ..... 20
23. Market Survey ..... 20
24. Deferred Compensation ..... 21

**Article VII. RETIREMENT ..... 21**

1. Public Employees Retirement System (PERS) ..... 21
2. Retirement Optional Settlement 2W Death Benefit (Survivors) ..... 22
3. Use of Accrued Leave Time Pending Retirement ..... 22

4. Retiree Health Insurance ..... 22
5. Retiree Dental and Vision Insurance ..... 23
6. Out of Area Health Premium Plan ..... 24

**Article VIII. INSURANCE ..... 25**

1. Health Insurance ..... 25
2. High Deductible Health Plans ..... 26
3. Health Insurance – Cash Back ..... 27
4. Dental Insurance ..... 27
5. Vision Insurance ..... 27
6. Life Insurance ..... 27
7. Short Term Disability Insurance ..... 28
8. Long Term Disability Insurance ..... 28
9. Domestic Partner ..... 28
10. Health Benefits Labor-Management Committee ..... 28

**Article IX. HOURS, HOLIDAYS AND LEAVES 29**

1. General Hours of Work ..... 29
2. Accrued Furlough Leave ..... 29
3. Flexible Schedules ..... 29
4. 9/80 Work Schedule ..... 29
5. Report to Duty Station ..... 30
6. Unauthorized Absence from Work ..... 30
7. Meal Periods ..... 30
8. Rest Periods ..... 31
9. Emergency Work Hours and Duty Assignments ..... 31
10. Annual Leave Program ..... 31
11. Sick Leave ..... 32
12. Illness/Injury During Vacation Leave ..... 32
13. Holidays During Annual Leave, Sick Leave or Disability ..... 33
14. Annual Leave for Immediate Family Care ..... 33
15. Funeral Leave ..... 33
16. Bereavement Leave ..... 33
17. Disability Leave ..... 33
18. Fitness for Duty ..... 34
19. Maternity Leave ..... 35
20. Jury Duty Leave ..... 36
21. Leaves of Absence ..... 37
22. Catastrophic Time Donation ..... 37
23. Holidays ..... 38
24. Federal and State Family and Medical Leave Acts ..... 39
25. Personal Leave Time ..... 39

**Article X. TRANSFER AND PROMOTION ..... 40**

1. Transfer ..... 40
2. Worksite and Shift Transfer ..... 40

3. Voluntary Position Transfer ..... 40
4. Promotion ..... 41

**Article XI. POSITION CLASSIFICATION 41**

1. Employee Classification Study Requests ..... 41

**Article XII. TRAINING AND SAFETY 42**

1. Training ..... 42
2. Safety ..... 42
3. Tuition Reimbursement Policy ..... 42

**Article XIII. SEPARATION FROM SERVICE ..... 43**

1. Layoff ..... 43
2. Check Out Upon Separation ..... 46

**Article XIV. MISCELLANEOUS ..... 47**

1. Permanent Part-Time Employees ..... 47
2. Replacement of Damaged Personal Property ..... 47
3. Bi-Weekly Pay Schedule/Alternate Work Schedules ..... 47
4. Repetitive Motion Study ..... 47

**Article XV. PERFORMANCE EVALUATIONS ..... 48**

1. Performance Evaluation ..... 48
2. Authority to Prepare Reports ..... 48
3. Frequency and Distribution of Reports ..... 48
4. Review with the Employee ..... 49
5. Purging of Personnel Files ..... 49

**Article XVI. EMPLOYEE DISCIPLINE ..... 49**

1. Policy ..... 49
2. Definition ..... 49
3. Persons Authorized to Initiate Disciplinary Action ..... 50
4. Application ..... 50
5. Cause for Disciplinary Action ..... 50
6. Preliminary Notice of Disciplinary Action ..... 51
7. Skelly Meeting ..... 52
8. Appeal of Disciplinary Action ..... 53

**Article XVII. GRIEVANCE PROCEDURE ..... 54**

**Article XVIII. TERM OF AGREEMENT ..... 55**

1. Appendix A – List of Classes in Bargaining Unit ..... 58
2. Appendix B – Recognized Certifications/Licenses ..... 59
3. Appendix C – New 9-Step Salary Range ..... 60

# PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "the agreement," entered into by the City of Folsom, hereinafter referred to as "the City," or "the employer," pursuant to Section 3500 et, seq. of the Government Code of the State of California and the International Union of Operating Engineers - Stationary Engineers Local 39, AFL-CIO, hereinafter referred to as "Local 39," has as its purpose the promotion of harmonious labor relations between the City and Local 39; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this agreement supersedes and replaces all prior agreements between the City and Local 39 covering the matters contained herein. Where ordinances and policies conflict with this Memorandum of Understanding, the Memorandum of Understanding shall prevail.

The term "Agreement" or “Memorandum of Understanding” as used herein means the written agreement provided under Section 3505.1 of the Government Code.

# Article I. RECOGNITION AND COVERAGE

## 1. Recognition

The International Union of Operating Engineers, Stationary Local 39 is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Rules for all employees in the Miscellaneous Bargaining Unit (unit). Appendix "A" is a list of all job classifications in this bargaining unit.

## 2. Total Agreement

This Memorandum of Understanding (MOU) constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Therefore, except as provided herein, the City and Local 39, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other should not be obligated to meet and confer with respect to any subject or matter whether or not referred to or covered in this agreement.

## 3. Severability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

# Article II. EQUAL EMPLOYMENT

## 1. Equal Employment

It is the policy of the City of Folsom to create an environment, in which all people, regardless of race, creed, color, national origin, age, sex, handicap, or political or religious affiliation, may live, work, enjoy leisure, learn and prosper in harmony with all other persons of the community.

The City recognizes the need to ensure the achievement of equal employment opportunity as a means of reinforcing the principles of a merit system of employment, whereby employment decisions are made equally of all persons on the basis of open competition and advancement according to relative ability.

The City agrees as follows:

- In establishing qualifications for employment in the classified service, no provision or requirement shall be adopted which would be discriminatory on the basis of race, creed, color, national origin, age, sex, handicap or political or religious affiliation (Protected Characteristics), except where a bona fide occupational qualification exists.

- No questions in any examination, application form, or other personnel proceeding, shall be so framed as to elicit information concerning protected characteristics from an applicant, eligible candidates, or employee.

- No appointment to, or removal from, a position in the classified service shall be affected in any manner by the person's protected characteristics; and further that it shall be the responsibility of all employees to abide by and carry out these provisions.

## 2. Discriminatory Prohibitions

It is prohibited for the City to refuse to hire, train or promote any employee or applicant, or to discipline or dismiss an employee without just cause on the basis of such person's race, color, creed, national origin, age, sex, marital status, religious beliefs, or disability; except where the doctrine of business necessity or a bona fide occupational qualification can reasonably be established.

It shall further be prohibited for any employee, contractor, or other agent of the City to engage in all forms of discriminatory conduct, including the following:

A. Race, Color, Creed and Religion

Making statements, jokes or acts regarding a particular race, color, ancestry, or religion that are regarded as offensive, prejudicial or harassing.

B. Sex/Sexual Harassment/Marital Status

Intimidating or interfering with an employee's work or work environment through unwelcome, offensive or harassing sexual comments, questions or acts (implicitly or explicitly), including prejudicial statements or acts regarding pregnancy or marital status.

## Article III. MANAGEMENT RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters, which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.

2. To determine the existence of facts, which are the basis of management decisions.

3. To determine the necessity for, and organization of, any service or activity conducted by the City, and to expand or diminish services.

4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.

10. To lay off employees from duties because of lack of work or funds or under conditions where continued work would be ineffective or non-productive.

11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.

14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in City facilities and operations.

18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.

19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.

20. To take any and all necessary action to carry out the mission of the City in emergencies.

## Article IV. NO STRIKE OR LOCKOUT

### 1. No Strike

IUOE agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that IUOE, Local 39 members participate in such activities in violation of this provision, IUOE, Local 39 shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

### 2. Lockout

No lockout of employees shall be instituted by the City during the term of this MOU.

# Article V. UNION RIGHTS

## 1. Payroll Deductions

In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues and assessments; and (2) the insurance premiums for City and Union plans.

## 2. Bulletin Boards

The Union shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established. Local 39 may request permission from the City to install "Local 39 exclusive" bulletin boards. If such a request is granted, the Union shall pay for the cost of the bulletin board and its installation.

## 3. List of Employees

On a monthly basis the City shall provide IUOE with a list of city employees except safety, management, confidential, and middle management employees by class, name, hourly wage, step placement, anniversary date, employment status (permanent, full-time, part-time, or temporary), and IUOE membership status. The City agrees to notify IUOE whenever a class is created, deleted, or modified.

## 4. Notice

The City agrees to give reasonable notice to IUOE of any change directly relating to wages, hours, and working conditions and to provide the IUOE the opportunity to meet and confer over the impact of such changes prior to their implementation.

## 5. New Employee Orientation

The City shall provide up to thirty (30) minutes for the Union's business representative, or designated shop steward, to attend new hire orientation to meet with new bargaining unit employees for the purpose of explaining union contract orientation and enrollment. The City will provide the Union with one week notice, when possible, of new hire orientations that include bargaining unit employees.

Shop stewards designated by the Union to attend new hire orientations shall be released by the City without loss of pay or benefits for up to one (1) hour. The steward shall be paid on City-paid Union release time for up to one (1) hour of regular time when performed during their normal work schedule; release time shall not create an overtime obligation. The Union is permitted to have one (1) shop steward attend orientation at a time, so long as their absence from their assignment does not unduly disrupt the operation of the City.

# Article VI. COMPENSATION

## 1. Salary Increases

A. Effective the first full pay period of July 1, 2025, all employees shall receive a salary increase of 3%.

B. Effective the first full pay period in July 2026, all employees shall receive a salary increase of 3%.

C. Effective the first full pay period in July 2027, all employees shall receive a salary increase of 3%.

## 2. Salary Ranges

A. Effective July 1, 2022, all job classifications shall have one salary range. Salary Range A and B shall no longer exist.

B. Effective July 1, 2022, Appendix C, shows the new nine-step salary ranges for each job classification. Salary range steps shall be approximately 3% between steps. The range and steps include any salary increase received pursuant to Article VI, Section 1.

C. Employees will be moved to the new salary range step that is closest to their current salary (salary as of June 30, 2022) without being lower.

Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom Personnel Rules and Regulations, and the MOU shall apply. Anniversary dates shall remain the same.

## 3. Salary Range Adjustments

A. Effective the first full pay period following July 1, 2025, the salary ranges for the following classifications shall be increased to the salary range which is closest to~~by~~ 5% above the current salary range.~~:~~

a. Electrical and Instrument Technician
b. Fleet Operations Coordinator
c. Inventory Clerk
d. Lead Sr. Mechanic
e. Mechanic I/II
f. Senior Building Tradesworker
g. Senior Equipment Mechanic
h. Traffic Control Device Technician
i. Traffic and Control Lighting Tech I/II/Sr.
j. Lead Plant Mechanic

k. Wastewater Collection Technician I/II/III/Sr.
l. Water Distribution Operator I/II/III
m. Water Distribution Chief Operator
n. Water Treatment Plant Mechanic
o. Water Treatment Plant Operator I/II/III (shift and non-shift)
p. Water Treatment Plant Chief Operator
q. Water Quality Technician
r. Water Utility Worker I/II/III/Sr.
~~a. Mechanic I/II/Senior~~
~~b. Lead Plant Mechanic~~
~~c. Refuse Driver~~
~~d. Maintenance Worker I/II/Senior~~
~~e. Maintenance Specialist~~
~~f. Traffic Control & Lighting Technician I/II~~
~~g. Senior Traffic Signal Technician~~
~~h. Lead Senior Mechanic (Combined Shifts)~~
~~i. Electrical & Instrument Technician~~

B. Effective the first full pay period following July 1, 2025, the salary range for the Refuse Driver and Senior Refuse Driver classification shall be increased to the salary range closest to 2.5% above the current salary range.

C. Effective July 1, 2025, clarification of Water Treatment Plant Operator III shall be:
Water Treatment Plant Operator III (Non-Shift): M55
Water Treatment Plant Operator III (Shift): M58
Chief Water Treatment Plant Operator (Shift): M60

Movement to the salary ranges shall occur prior to the cost-of-living adjustment and salary range adjustment pursuant to Article VI, Sections 1 and 3.

## 4. Longevity Pay

A. Subject to subsection B below, employees in the IUOE bargaining unit shall be eligible to receive Longevity Pay beginning with ten (10) or more years of City service. The Longevity Pay formula is based on 2 ½% increments and is as follows:

- 2½% after ten (10) years of City service;
- an additional 2½% for a total of 5% after fifteen (15) years of City service;
- an additional 2½% for a total of 7½% after twenty (20) years of City service.

B. Employees hired after July 1, 2010, shall not be eligible to receive Longevity Pay.

## 5. Recruitment and Retention Pay

A. Subject to subsection B. below, employees in the IUOE bargaining unit shall be eligible to receive Recruitment and Retention Pay beginning with ten (10) or more

years of continuous City service.

B. Recruitment and Retention Pay shall be 2 ½% of the employee's base salary.

C. Employees receiving Longevity Pay (Article VI, Section 4) shall not be eligible to receive Recruitment and Retention Pay.

All special pay in this Section (Article VI, Section 5) shall be deemed Longevity Pay and reported to CalPERS as special compensation pursuant to C.C.R. Section 571.

## 6. Standby Duty

When the City places an employee on Standby Duty, the City agrees to assign twelve (12) hours of Standby Duty per week; except that when one of the following holidays occur during the period of Standby Duty the City will assign fifteen (15) hours of standby: Christmas Day, New Year's Day, Thanksgiving, and July 4th. Standby Duty shall be assigned on a rotating basis. Compensation for Standby Duty shall be at one and one-half times the employee's hourly rate of pay.

A. Standby duty requires the employee so assigned:

i. To be ready to respond immediately to calls for service;
ii. To be reachable by telephone/pager;
iii. To remain within a reasonable distance of the work location; and;
iv. To refrain from activities which might impair their ability to perform assigned duties.

## 7. Monitoring Pay

When a department head or designee requires an employee to monitor a City operation from the employee's residence during non-work hours, the employee will receive 1.5 hours of overtime for each 8 hour assignment period, or portion thereof.

## 8. GIS Stipend

An employee receiving the $150 per month GIS Stipend as of June 30, 2019, shall continue to receive the stipend until the employee leaves his/her current job classification. No additional employees shall be paid the GIS Stipend.

## 9. Special Skill Certification/License Pay and Education Incentive Pay

A. Special Skill Certification/License Pay

i. Additional salary may be paid to miscellaneous employees for special skill certification(s)/licenses. To qualify for additional salary, such certification(s) shall meet the following criteria:

a. Certification/license is for duties required by the City and approved by the employee's department head and the City Human Resources Department.
b. Certification/license is for duties not specified in the employee's job classification.
c. Certification/license must be renewable.
d. Certification/license duties that are not already identified for additional compensation in the current Memorandum of Understanding between IUOE and the City.

ii. Recognized certifications/licenses and assigned salary differentials are listed on Appendix "B".

iii. Maximum Special Skill Certification/License Pay shall not exceed $3,600 per year ($300 per month) in combination with Educational Incentive Pay.

iv. Employees with Special Skill Certification/License Pay, except for select classifications in Environmental and Water Resources (EWR), as outlined in subparagraph v. below, will have their percent incentive converted to the dollar amount value as of June 30, 2019. This dollar amount will be frozen as of June 30, 2019, and will not increase with future increases to base pay. New certifications may be added with an associated pay increase per Appendix "B" only if the total incentive amount falls below the $3,600 annual cap ($300 per month). Any additional pay is subject to the $300 per month total cap for the combination of Special Skill/Certification License Pay and Education Incentive Pay.

v. EWR employees in the following classifications are limited to certification/license pay as outlined in Appendix "B." Classification descriptions will be revised to reflect the requirements of a Class B drivers' license and Herbicide & Pesticide Applicator's Certificate per the list below. ~~Select salary range adjustments will be made as indicated. These adjustments are designed to address market pay inequities and additional certification requirements. Employees will move to the step in the new range closest to but not lower than their existing pay as outlined in Article VI, Section 15. The effective date of change will be the first pay period following City Council approval of the MOU.~~

| EWR Classifications: | Current Range | New Range | Range Increase (Max Step) | Advanced State Cert Required | Class B License Required | Pesticide Applicator Cert Required |
|---|---|---|---|---|---|---|
| Water Management Coordinator | M58 | M60 | 5.0% | | | |
| Senior Water Utility Worker | M55 | M58 | 7.6% | D4 | Yes | |
| Water Treatment Plant Chief Operator | M55 | M58 | 7.6% | T4 | Yes | |
| Water Distribution Chief Operator | M55 | M58 | 7.6% | D4 | Yes | |
| Sr. Wastewater Collection Technician | M55 | M58 | 7.6% | G3 | Yes | |
| Water Treatment Plant Operator III | M51 | M55 | 10.2% | T3 | Yes | Yes |
| Water Utility Worker III | M51 | M55 | 10.2% | D3 | Yes | Yes |
| Water Distribution Operator III | M51 | M55 | 10.2% | D3 | Yes | Yes |
| Wasterwater Collection Technician III | M51 | M55 | 10.2% | G3 | Yes | Yes |
| Water Quality Technician | M51 | M55 | 10.2% | D3 | Yes | Yes |
| Water Utility Worker II | M47 | M51 | 10.3% | D2 | Yes | Yes |
| Water Treatment Plant Operator II | M47 | M51 | 10.3% | T2 | Yes | Yes |
| Water Distribution Operator II | M47 | M51 | 10.3% | D2 | Yes | Yes |
| Wastewater Collection Technician II | M47 | M51 | 10.3% | G2 | Yes | Yes |
| Water Management Specialist | M43 | M49 | 15.8% | D1 & CLIA | | Yes |
| Water Utility Worker I | M45 | M45 | 0.0% | D1 | Yes | Yes |
| Water Treatment Plant Operator I | M45 | M45 | 0.0% | T1 | Yes | Yes |
| Water Distribution Operator I | M45 | M45 | 0.0% | D1 | Yes | Yes |
| Wasterwater Collection Technician I | M45 | M45 | 0.0% | G1 | Yes | Yes |

vi. In addition to EWR classifications listed in Section 9A(v) above, the following classifications will have the requirements of Class B drivers' license and Herbicide & Pesticide Applicator's Certificate added to their classification descriptions. Employees' existing certification pay will be frozen as outlined in Section 9A(iv).

- Maintenance Specialist
- Sr. Maintenance Specialist
- Maintenance Worker I/II
- Sr. Maintenance Worker

B. Education Incentive Pay

i. For employees hired before July 1, 2019, except for select classifications listed in Section 9A(v) above, educational incentive pay is frozen at the dollar amount paid effective June 30, 2019. No increase in this dollar amount occurs unless this amount is less than the amount listed in subparagraph ii. below, at which point the amount is adjusted to the higher level.

ii. For employees hired on July 1, 2019, or later, education incentive pay is limited to

job related degrees not required in their classification description and approved by the employee's department head and the City's Human Resources Director. The incentives listed below are non-cumulative and paid at the highest rate.

- Associate's degree: $150.00/month
- Bachelor's degree: $250.00/month
- Master's degree: $250.00/month
- Bachelor's/Master's *(in unrelated field):* $150.00/month

iii. Payment of education incentive will begin effective the first pay period after the employee provides the Human Resources Department with the appropriate documentation, which includes a copy of transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Department of his/her eligibility for education incentive and to provide the appropriate documentation.

iv. Employees who qualify for the education incentive and who received City paid tuition reimbursement will not receive education incentive pay until they have reimbursed the City for the cost of the tuition reimbursement. Once payment is made in full for tuition reimbursement, the education incentive will start and be paid directly to the employee. Reimbursing the City will consist of delaying the incentive pay until an amount equivalent to the tuition reimbursement has been withheld. For example, if any employee qualified for $100 per month in educational incentive payment, but had received $1,000 in tuition reimbursement, the employee's educational incentive payment would be delayed 10 months from the educational incentive effective date.

C. Compensation

With the exception of employees with incentive pay frozen at a set dollar amount as of June 30, 2019, no employee who qualifies for both Special Skill Certification/License Pay and/or Education Incentive Pay shall receive additional salary of more than $300 per month.

D. Dispute Resolution

Disagreements over the application of this section shall be submitted to the City Human Resources Department for resolution. This section shall not be subject to the Grievance/Arbitration provisions of this Agreement.

## 10. Callback

A. When an employee is called back to work after he/she has completed an assigned shift and left the work site, the employee shall receive a minimum of three (3) hours of call-back pay at one and one-half times employee's base hourly rate of pay.

B. Time worked, for which the employee is entitled to compensation, shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

## 11. Overtime and Holiday Work

A. Employees may be required to work overtime when a department head or designee determines it to be in the best interest of the City. Taking into account operational needs, employees shall be afforded equitable opportunity for overtime. ~~Employees will be compensated only for overtime ordered or authorized by designated supervisory personnel.~~

B. Overtime will be paid in excess of an employee's normally scheduled work shift.

C. The overtime rate of pay shall be either one and one-half (1½) times the base hourly rate of salary with respect to cash payment; or one and one-half (1½) hours for each hour worked with respect to compensatory time off (CTO). Overtime shall be compensable in increments of fifteen (15) minutes. Subject to subparagraph D below, overtime shall be paid in cash, unless payment in the form of CTO is requested by the employee. Such requests are subject to the approval of the employee's department head or designee.

D. CTO may be accrued in lieu of overtime pay in accordance with the schedule below. Employees may request to take CTO off at the convenience of the City and upon approval of the employee's department head or designee.

| | |
|---|---|
| Zero to five years of City employment | 80 hours |
| Five years to ten years of City employment | 120 hours |
| After ten years of City employment | 160 hours |

E. Any permanent full time or permanent part-time employee who is required to work on any City observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their rate of pay plus time and one-half the employee's base hourly rate ~~(for the actual number of hours worked on the holiday)~~. The choice of which shall be made by the employee with the department head's approval in advance of such work. Employees who opt to take the equivalent time off shall be entitled to take such equivalent time off in conjunction with regular days off.

## 12. Payment for Scheduled Hours

Scheduled hours of standby duty and scheduled hours of overtime will be compensated in the pay period it is worked. Any overpayment of standby duty and/or scheduled overtime will be immediately corrected the following pay period, or as soon as possible, by payroll deduction. It will be the responsibility of the department and employee to track and audit hours appropriately. Unscheduled overtime may be paid in the following pay period to facilitate the processing of payroll.

## 13. Compensation During Work Disability

A. Employees may be eligible for compensation for work related injuries pursuant to the circumstances, terms, and conditions prescribed under State Workers'

Compensation Law.

B. The City, or its insurance carrier, may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not a part of the employee's work-related duties.

## 14. Compensation Upon Service Separation

Probationary employees in the classified service who separate from city service shall be entitled to payment for accrued annual leave and holiday hours earned on a pro-rata basis up to the date of separation.

Regular full-time employees in the classified service, regardless of service length, shall be entitled to payment for annual leave, holiday and compensatory time up to their date of separation. Payment shall be made on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

## 15. Salary on Status Changes

A. Promotion: An employee who is promoted to a position in a classification with a higher salary range shall be placed in the step in the new higher range which is no less than 5% over the step held in the former range in the basic salary schedule. An employee thus promoted is therefore assigned a new salary anniversary date effective of the date of promotion.

An employee who is promoted to a higher class effective within thirty (30) calendar days of a step increase within the lower class range shall be eligible first to receive the within range increase and then the higher step as provided in this section, providing that the employee's performance was satisfactory for salary advancement in the lower class and that the higher class is reasonably within the career path of the lower class which shall be determined by the City Manager.

B. Demotion: Employees may only be demoted for purposes of employee discipline or layoff. An employee who is demoted to a position in a class with a lower salary range shall be reduced in salary to the step in the lower-class salary range as follows:

i. Disciplinary demotions may be assigned to any salary step in the lower-class range which is at least one (1) step less than that received in the class from which demoted. A new anniversary date shall be established on the effective date of the demotion.

C. Transfer: An employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.

D. Reinstatement/Reemployment: An employee who is reinstated or reemployed in a position previously occupied pursuant to the City's Personnel Rules and Regulations shall receive not more than the step in the salary range received prior to separation, and a new anniversary date shall be assigned based on the reinstatement or reemployment date.

E. Range Assignment Change

i. Whenever a class is reassigned to either a higher or lower salary range by the City Council, the salary of each incumbent in such class on the effective date of the reassignment shall be adjusted accordingly. If the position is reassigned or reclassified to a higher range, and the incumbent is appointed to the position, the incumbent's salary shall be the step in the new range that is closest to their current salary without being lower and the same anniversary date shall be retained. If the position is reassigned to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

ii. When a salary range reassignment becomes effective within thirty (30) calendar days of an employee's salary anniversary date, the employee shall first receive the within range step increase and then receive the corresponding step adjustment, provided that the employee's performance was satisfactory for salary advancement upon eligibility for step increases.

F. Compensation Upon Reclassification: The salary of an employee in a position that is reclassified shall be determined as follows:

i. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate shall apply to a change of class title.

ii. If the position is reclassified to a class with a higher salary range, and the incumbent is appointed to the position, the incumbent's salary shall be the step in the new range that is closest to their current salary without being lower as of the date upon which the reclassification becomes effective. The employee shall receive a new anniversary date upon reclassification in this manner.

iii. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. If the employee's salary is greater than the maximum step of the lower salary range, the employee's salary shall be "Y" rated until such time as any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not

change and shall not require a new probationary period.

G. Compensation for Working in A Higher Classification (Acting Pay)

i. On occasion an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

In order to receive adjusted compensation for working in a higher classification the employee must be assigned in writing by the department head, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days).

Compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

ii. Work periods in higher-class assignments shall not apply toward seniority or time-in-class consideration for promotional or layoff purposes as regard the higher class.

iii. If an employee and his/her department head agree that the employee be assigned on a temporary basis for training purposes, no compensation will be due the temporarily assigned employee. In no case shall such training be for more than thirty (30) calendar days. After two (2) weeks a progress report will be given to the employee in order to evaluate the employee's success in the training program.

## 16. Uniform Allowance

A. Effective the first full pay period starting July 2023, payment of the annual uniform and boot allowance shall be made on or about July 20.

B. When the City requires employees to wear uniforms, the City agrees to provide employees with an annual uniform allowance of $350.00.

C. When the City requires employees to wear work boots, the City will provide employees with an annual boot allowance of $325.00.

D. Nothing in this section shall prohibit the City from providing uniforms and/or work boots for employees at City expense.

~~D.~~E. A new employee who is required to wear a uniform and/or boots will be entitled to a pro-rated amount of the uniform and/or boot allowance based on the number of full months remaining in the fiscal year. This payment will be made within one month of

the employee's date of hire.

~~E.~~F. This section shall be administered pursuant to procedures established by the City Human Resources Department.

## 17. Mechanics Tool Allowance

Permanent City employees in the class of Mechanic shall receive an annual tool allowance of $1,000. The purpose of this tool allowance is to reimburse Mechanics for expenses incurred in the purchase, upgrade and maintenance of personal hand tools.

A. Each Mechanic shall maintain a set of adequate and appropriate hand tools to be used in the performance of his/her duties as a Mechanic with the City. Such tools are and shall remain the property of each Mechanic.

   i. At least once each year, each Mechanic shall submit an inventory of personal hand tools (Tool List) to the City. The Tool List shall identify all hand tools used by the employee in the performance of his/her duties as a Mechanic with the City.

   ii. When a Mechanic purchases new hand tools, it is the responsibility of the Mechanic to update his/her Tool List and submit it to the City.

   iii. The parties agree to form a joint labor-management committee to advise the City on tools to be purchased and maintained by mechanics and tools to be purchased and maintained by the City.

B. Damaged individual tools not covered by manufacturer's warranty will be reimbursed by the City up to $300 per fiscal year per Mechanic; provided, however, that the Tool List for the Mechanic requesting reimbursement describes in sufficient detail each tool for which reimbursement is claimed.

C. Mechanics may submit claims for the replacement of tools lost due to a catastrophic event such as fire or flood, or for the theft of their entire toolbox, pursuant to Article XIV, Section 2.

D. The annual tool allowance shall be paid at the same time that Uniform Allowance is paid.

## 18. Reimbursement for Use of Personal Vehicle

When the City requires an employee to use his/her personal vehicle on City business, the employee shall be reimbursed at the Internal Revenue Service (IRS) rate.

## 19. Cell Phone

A department head, with City Manager approval, may approve the issuance of a city cell

phone or may authorize the use of the employee's personal cell phone for work purposes. If an employee opts to use his/her personal phone for work purposes the City will provide employee with a monthly cell phone stipend of $50.00. The monthly stipend shall cover expenses, charges, maintenance and replacement of the employee's phone including damage, loss, theft or other operational issues affecting the phone during private use or during the course and scope of employment. If an employee opts to use his/her personal cell phone, employee will provide the cellular phone record of business calls during work hours upon request of the City.

## 20. Night Shift Differential

The City agrees to meet and confer with the Union at such time that a second shift is added to the Sewer, Water, Fleet, or Streets Divisions. The goal is to implement a night shift differential with terms acceptable to both IUOE and the City.

## 21. Bil-Lingual Pay

A. The City may authorize bilingual pay when it is determined to be appropriate for its operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will select employees who may be eligible for bilingual pay for certification and testing as it deems appropriate.

B. To qualify, the employee must agree to utilize their bilingual ability whenever the City determines doing so will facilitate the City's operation. Such agreement will be in writing. The City may terminate the assignment at any time, with or without cause. Employees directed to utilize their bilingual skills, but have not been selected for bilingual pay or have had their bilingual pay terminated, may refuse to provide bilingual services. Any disagreement over decisions made by the City under this section shall be submitted to Human Resources. The decision of Human Resources shall be final. However, disagreements over payment or non-payments of bilingual pay to employees on a bilingual pay assignment pursuant to this section are subject to the grievance procedure contained herein.

C. Employees selected for bilingual pay will receive Bilingual Pay in the amount of $100 (one hundred dollars) per month starting the first full pay period after the City receives the certification.

~~The parties agree during the term of this Agreement to set up a process whereby employees may track the use of bilingual skills, and to meet and confer if the use of bilingual skills become a regular (defined as daily use) part of the employee's duties and responsibilities.~~

## ~~22. Classification Survey~~

~~A. The City agrees to conduct a classification survey of benchmark classes represented by IUOE. The classification survey shall be concluded not later than~~

~~180 days prior to the expiration of this MOU. The parties agree to meet to determine benchmark classes to be surveyed.~~

~~B. The purpose of the classification survey is to identify the duties and responsibilities of each benchmark classification, and the skills, abilities, education and experience necessary to perform the job. The parties intend to address the need for a Street Maintenance Worker classification series and the corresponding job descriptions as part of this classification study.~~

## ~~23.~~22. Market Survey

A. The ~~c~~City agrees to conduct a market survey of agreed upon benchmark classes as determined by the parties in 2025~~IUOE, Local 39, and the City of Folsom in Article VI, Section 22, Item A above~~. The market survey shall be concluded not later than 120 days prior to the expiration of this MOU. The City will conduct its market survey on the benchmark classifications which were not included in the City's 2025 market survey.

B. The purpose of the market survey is to determine the relationship of the total compensation for employees in ~~the~~ benchmark job classifications ~~identified in Article VI, Section 22, Item A above~~ when compared to comparable job classifications in the following agencies: City of Vacaville, City of Fairfield, City of Rocklin, City of Roseville, City of Sacramento, City of West Sacramento, and County of Sacramento.

C. Compensation, for purposes of this survey, shall constitute the following elements:

a. Monthly base salary (top step in the salary range)
b. Maximum monthly contribution to health insurance (medical, dental, and vision)
~~c. Uniform Allowance, broken into monthly equivalents.~~
~~d.~~c. Employe~~r~~e monthly payment of employee share of retirement.
~~e.~~d. Maximum Education/Certification Incentive Pay, broken into monthly equivalents.
e. Any significant special pays, broken into monthly equivalents.
f. The City's contribution towards employee Social Security.
g. Maximum longevity pay.
~~f.~~h. Maximum employer contribution to deferred compensation.

D. Item~~s~~ e ~~& f~~ in Section 23, Subsection C above ~~are~~ is for informational purposes only, not to be used in the calculation of total compensation. Survey results will identify the ~~mean (average)~~ median and relative ranking of the base salary and total compensation, by classification, comparing the City of Folsom to those agencies identified in Article VI, Section 23, Item B above. The parties agree to meet and confer over survey results.

## ~~24.~~23. Deferred Compensation

For employees participating in the City's deferred compensation program, the City agrees to

make a matching contribution up to a maximum of $100.00 per month.

# Article VII. RETIREMENT

## 1. Public Employees Retirement System (PERS)

### A. Retirement Formula

i. ~~All m~~Miscellaneous employees hired by the City of Folsom on or prior to ~~June~~ May 16~~30~~, 201~~0~~1, shall receive the retirement benefit of 2.7%@55. ~~All m~~Miscellaneous employees ~~designated by CalPERS as Classic members~~ hired by the City of Folsom on or after ~~July~~ May 1~~7~~, 201~~0~~1, ~~but prior to January 1, 2013,~~who qualify as CalPERS Classic members, shall receive the retirement benefit of 2%@55. ~~All~~ Miscellaneous employees ~~brought into CalPERS membership for the first time~~hired by the City of Folsom on or after January 1, 2013, who are CalPERS PEPRA members, shall receive the retirement benefit of 2%@62 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

ii. ~~All~~ Miscellaneous employees hired by the City of Folsom on or prior to ~~June 30, 2010~~May 16, 2011, shall receive the retirement benefit based on the single highest twelve (12) months of compensation. ~~All~~ Miscellaneous employees hired by the City of Folsom on or after ~~July 1, 2010~~May 17, 2011, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to CalPERS.

### B. Retirement Contributions

i. ~~All m~~Miscellaneous employees hired by the City of Folsom on or prior to May 16, 2011, shall pay 8% of the employee share of retirement.

~~i.~~ii. Miscellaneous employees hired by the City of Folsom on or after May 17, 2011, who qualify as CalPERS Classic members, shall pay 7% of the employee share of retirement.

~~ii.~~iii. Miscellaneous ~~E~~employees who are CalPERS PEPRA members ~~hired under the 2%@62 formula~~ shall pay the employee share of retirement as specified and adjusted by ~~PEPRA~~CalPERS.

### C. EPMC

Pursuant to Government Code section 20691, the City agrees to include the amount

of the City's payment of the employee's final year of compensation for PERS retirement computation purposes.

## 2. Retirement Optional Settlement 2W Death Benefit (Survivors)

The City agrees to continue to provide the Pre-Retirement Optional Settlement 2W Death Benefit pursuant to Government Code Section 21548.

## 3. Use of Accrued Leave Time Pending Retirement

A. With prior approval of the City Manager or designee, employees who have declared their intention to retire from employment with the City of Folsom may use accrued Annual Leave or CTO to extend their retirement date beyond the last day worked.

B. Notwithstanding any other provision of this Memorandum of Understanding, accrued Annual Leave or CTO used to extend a retirement date shall not result in the accrual of additional leave time.

C. Requests to extend a retirement date pursuant to this section shall be submitted to the City Human Resources Department. This provision shall be administered pursuant to procedures established by the City Human Resources Department.

## 4. Retiree Health Insurance

A. Employees hired on or prior to May 8, 2007, who retire[1] from City service may participate in City health insurance plans made available by the City for active employees until age 65. At age 65, retirees are required to move to a Medicare Advantage Plan per Article VII, Section 4.A.ii.b. to continue participation in the retiree health insurance program. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

i. Employees who retire with less than 5 years of service shall not be eligible to receive any City contribution toward the cost of retiree health insurance.

ii. Employees who retire with more than 5 years of service[2] shall qualify for a monthly City retiree health insurance contribution.

a. Subject to the maximum set forth in Item A(iii) below, the City retiree health insurance contribution shall be as follows:

- **Retiree only** – an amount equal to the City's contribution

[1] "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom hired on or before May 8, 2007. "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.
[2] "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

towards active employee health insurance for the category of "employee only."

- **Retiree and one dependent** – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
- **Retiree and two or more dependents** – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus two or more" until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus $100.

b. Retirees and their covered family members who are Medicare eligible must move to an offered Medicare Advantage Plan option when they reach Medicare eligibility. These plans require that they enroll and pay for Medicare parts A and B. Retirees are responsible for showing proof of Medicare enrollment as required by the carrier. Medicare eligible retirees will be dropped from the City's non-Medicare plan upon Medicare eligibility and/or charged any additional costs associated for noncompliance by the plan carrier.

iii. Effective January 1, 2012, the City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus two or more until age 55 and employee plus one plus $100 after age 55 (for retiree plus two or more dependents).

a. The January 1, 2012, cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November – November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% [cost of living increases in the cap shall be rounded to the nearest tenth]).

B. The City shall contribute $25 per pay period into the HRA for each probationary/permanent employee hired after May 8, 2007.

## 5. Retiree Dental and Vision Insurance

Effective September 1, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance

benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

## 6. Out of Area Health ~~Premium~~ Plan

A. OAHP~~P~~ shall work in conjunction with the Health ~~Retirement~~ Reimbursement ~~Account~~ Arrangement (HRA) provided by the City to active employees. Each OAHP~~P~~ retiree will obtain a participant account.

B. Only retirees who (a) are not eligible for Medicare who reside~~live~~ outside of the service are as defied by the City health insurance carriers~~plan area~~; (b) qualify for r~~R~~etiree health c~~C~~overage pursuant to Article VII, Section 4; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHP~~P~~.

C. Once a retiree opts to participate in OAHP~~P~~, the retiree shall thereafter be prohibited from returning to retiree health coverage.

D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus one (1) coverage, based on the retiree's marital status at the time of OAHP~~P~~ election. ~~Spouses may not be added later~~ Eligible dependents not covered at the time of election will not be added at a later date. Annual confirmation of dependent eligibility will be required. The City's contribution would be used for premiums to obtain health coverage and other qualified out-of-pocket medical expenses. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.

E. Upon the death of, or martial dissolution from, the retiree's spouse on record at the time of election to participate in the OAHP~~P~~, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAHP~~P~~ election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.

~~F.~~ Rules and procedures governing OAHP~~P~~ shall be determined and administered by the City's Human Resources Department. Disputes regarding the OAHP~~P~~ shall be appealed to the City Manager or designee and shall not be subject to arbitration.

~~G.~~

~~H. As an option to the OAHPP, retirees who qualify for retiree health coverage pursuant to Article VII, Section 4, may elect the Aetna PPO plan during annual enrollment and prior to moving out of state. The retiree must then keep Aetna as their provider until such time as they move back into the regions covered by whoever are the City health providers at the time, and may elect another provider during the next open enrollment. It is understood by both parties that this option is~~

~~available only in accordance with the rules and procedures of Aetna and only as long as Aetna chooses to be a provider for the City.~~

~~I.~~F.

## Article VIII. INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

### 1. Health Insurance

A. The City's maximum monthly contribution for active employee health coverage for the year 2025 is as follows:

Employee only: $754
Employee plus one: $1,506
Employee plus family: $1,955

B. The City's maximum monthly contribution for active employee health insurance will be adjusted annually. If there is an increase in the Kaiser HMO monthly premium, the City will cover 50% of the increase, adding it to the previous year's contribution for employee-only, employee plus one, and employee plus two or more coverage levels. The final amount will be rounded to the next whole number. The employee is responsible for the difference between the applicable premium and the City's contribution. If there is no premium increase, the City's contribution remains unchanged.

Example:

If the previous year's City contribution for the employee-only coverage was $500 and the Kaiser HMO premium increased by $20, the new City contribution would be:

$500 + (50% of $20) = $500 + $10 = $510

~~Effective March 1, 2011, as demonstrated in the example below, the City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.~~

~~Example:~~

~~Employee only category: The 2010 monthly premium for Kaiser employee only is $507.89 and the City's maximum monthly contribution is $486.00. If this premium~~

~~increases by 10% for 2011, or to $558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $558.68 - $507.89 = $50.79, $50.79 x 50% = $23.40, $486.00 + $23.40 = $509.40. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be $509 per month. If the premium increases by 10% for 2012, or to $614.55, the City's contribution for 2012 for the employee only category would be computed as follows: $614.55 - $558.68 = $55.87, $55.87 x 50% = $27.93, $509.00 + $27.93 = $536.93. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be $537 per month.~~

~~Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is $1,015.78 and the City's maximum monthly contribution is $972.00. If this premium increases by 10% for 2011, or to $1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $1,117.36 - $1,015.78 = $101.58, $101.58 x 50% = $50.79, $972.00 + $50.79. = $1,022.79. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be $1,023 per month. If the premium increases by 10% for 2012, or to $1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows: $1,229.10 - $1,117.36 = $111.74, $111.74 x 50% = $55.87, $1,023.00 + $55.87. = $1,078.87. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be $1,079 per month.~~

~~Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is $1,320.52 and the City's maximum monthly contribution is $1,263.00. If this premium increases by 10% for 2011, or to $1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $1,452.57 - $1,320.00 = $132.57, $132.57 x 50% = $66.29, $1,263 + $66.29 = $1,329.29. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be $1,329 per month. If the premium increases by 10% for 2012, or to $1,597.83, the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows: $1,597.83 - $1,452.57 = $145.26, $145.26 x 50% = $72.63, $1,329 + $72.63 = $1,401.63. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be $1,402 per month.~~

~~A. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.~~

~~B.~~C. ~~Notwithstanding Section 1, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced more than eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.~~ Employees who enroll in a

health plan with a higher monthly premium than the City's maximum monthly contribution as established under part A and B above shall pay the difference between the maximum contribution amount and the cost of the premium through payroll deductions.

~~C.~~D. The City will maintain an IRS 125 Dependent & Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

~~D.~~E. Employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for the dental and vision benefits provided to active employees.

## 2. High Deductible Health Plans

A. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.

B. The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select either of the High Deductible Health Benefit Plans.

C. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article VIII, Section 1 of the MOU and the monthly premium for a High Deductible Health Plan shall be contributed into the employee's HSA. ~~The City shall make this contribution through June 30, 2022, after which this Section shall sunset.~~

D. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

## 3. Health Insurance – Cash Back

A. Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.

B. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of $250 per month for each month the employee does not participate in City health insurance coverage.

C. Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period.

D. This section shall be administered pursuant to procedures established by the City Human Resources Department.

E. Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.

F. An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

## 4. Dental Insurance

Dental insurance will be provided by Delta Dental. The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The Plan will provide maximum coverage of $1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/ dependents that choose non-participating dentists shall have a coverage maximum of $1,500 per year. Otherwise, the City's obligation for dental insurance coverage is limited to dental plan contributions. Delta Dental Services, Inc. shall determine dental plan coverage.

## 5. Vision Insurance

Vision coverage will be provided by Vision Services Plan (VSP). The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. Otherwise, The following elements shall provide the basis of VSP coverage:

One eye exam every 12 months;
One set of lenses every 12 months;
$150 allowance/wholesale basis for frames; and the City's obligation for vision insurance coverage is limited to plan contributions. VSP shall determine Vision insurance coverage.

A. A co-pay of $5.00 per visit.

## 6. Life Insurance

The City agrees to provide 100% of the monthly premium rate for $60,000 Life Insurance and Accidental Death and Dismemberment (A D & D) coverage for employees represented by the Local 39, and $2,000 for each eligible dependent as provided in the plan document.

## 7. Short Term Disability Insurance

The City agrees to provide a Short-Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of up to 60% of salary for 26 weeks. The maximum payment is subject to plan agreement. The waiting period for initiation of benefits under the plan shall be 12 calendar days. Any change in the Short-Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring with IUOE.

## 8. Long Term Disability Insurance

The City agrees to provide a long-term disability program for employees in the Miscellaneous Unit as provided in the plan document. The plan shall provide for a maximum benefit of 60% of salary, up to age 65. The maximum payment on this plan is subject to plan agreement. Any change in the Long Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring with IUOE.

## 9. Domestic Partner

For purposes of insurance coverage, "dependent" shall include a domestic partner who has been certified by the Secretary of State's Office pursuant to Family Code sections 297 et seq.

## 10. Health Benefits Labor-Management Committee

~~A.~~ The parties agree to participate in a joint Health Benefits Labor-Management Committee to review existing health benefit programs, including, but not limited to, cost containment, direct contracting for health benefit plans, creation of a health benefits cafeteria plan (Section 125), and creation of an out of area health premium plan. The Health Benefits Labor-Management Committee shall be open to all employee organizations representing City employees. IUOE may select up to two City employees to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

~~B.~~

~~C. The parties agree to convene the City-Wide Health Benefits Committee no later than March 31, 2023, to discuss modifying the current healthcare formula.~~

~~D.~~A.

# Article IX. HOURS, HOLIDAYS AND LEAVES

## 1. General Hours of Work

The City Manager, upon consultation with affected department heads, shall be responsible for assigning or modifying the work schedules. Unless otherwise prescribed in writing by the City Manager, the workday, work shift, workweek, and work schedule for each position shall be as follows:

A. Workday for full-time positions shall be eight (8) hours except as otherwise approved by the City Manager.

B. Work week for full-time positions shall be forty (40) hours except those employees working under an approved flexible schedule (subparagraph 3 and 4 below).

C. Work schedules for each position shall be as established by the department head that may change such schedules from time to time based on the needs of

departmental operations and approval of the City Manager. A department head, with seven (7) days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled workday/shift off in which case the day/shift worked shall not be considered compensable at the overtime rate of pay.

## 2. Accrued Furlough Leave

Any furlough time earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Furlough time shall have no cash value and may not be cashed out. If an employee separates from employment with the City, any furlough time remaining in the bank shall be surrendered with no value to the employee.

## 3. Flexible Schedules

Employees may request to adjust their work schedule up to eight (8) hours within a workweek. For purposes of this section, "workweek" is defined as Sunday through Saturday for forty hours. Schedule adjustments are subject to prior notice and approval of the employee's supervisor and must not adversely impact department operations. Time worked in excess of normally scheduled department hours in a day that is for the express purpose of making up time shall not count towards daily overtime calculation. It is understood that if an employee works less than forty hours in the workweek, their leave balances may be reduced accordingly.

## 4. 9/80 Alternative Work Schedule

A. Alternative work schedules can include a 9/80 or 4/10 work schedule. A 9/80 work schedule is a schedule where an employee is scheduled to work four nine-hour work shifts for a total of thirty-six hours during one work week, and four nine-hour work shifts and one eight-hour work shift during the following work week. A 4/10 work schedule is a schedule where an employee is scheduled to work four ten-hour work shifts during one work week.

B. Implementation of an alternative 9/80 work schedule shall be at the sole discretion of the City Manager. An alternative 9/80 work schedule must not adversely impact the operations of City government, to and including impairment of City services to the public, incurring additional overtime or other costs to City government, proper supervision and training of employees, and the efficient use of City facilities.

C. Local 39 employees may request in writing to work an alternative 9/80 work schedule on a form provided by the City. The City will respond in writing to the request with an approval or disapproval and explanation within 30 calendar days of the request.

D. This section may not be grieved beyond the City Manager or designee and is not subject to arbitration.

## 5. Report to Duty Station

Employees are expected and required to report to their prescribed work location at the designated time work activities are scheduled to commence. Tardiness, unexcused absence and failure to report as described in the City's Personnel Rules and Regulations may be grounds for disciplinary action. In the event an employee cannot report to work at his/her scheduled start time, the employee shall notify the immediate supervisor as soon as possible and at least forty-five (45) minutes prior to the start of a shift, ~~or not later than fifteen minutes after the start of the day's/shift's work~~ at which time the employee shall give reason for the absence and return date.

## 6. Unauthorized Absence from Work

Employees who are absent from assigned workstations and schedules for three (3) consecutive workdays, without official leave approval, shall be considered absent without leave. In such cases the department head shall give notice in person or by mail to the absent employee by first class mail to the employee's last known address, notifying the employee to report to work or give good reason why work cannot be resumed by the next workday/shift after receipt of such notice. Should the employee fail to respond by the next workday/shift after notice, or should such notice be returned to the City as undeliverable, such employee shall be deemed to have abandoned his/her position. Conversely, should such employee return to work following an unauthorized absence, the employee may be subject to disciplinary action.

## 7. Meal Periods

A. Employees who work an (8) hour workday or more may be allowed an unpaid meal period of not less than 30 minutes nor more than 60 minutes which shall be scheduled by the City as near as possible to the middle of the work shift. Meal periods may be cancelled if there is an emergency or other operating need. When an employee's meal period is cancelled, the cancelled employee's meal period shall be added to the employee's normal workday and the employee shall be paid overtime pursuant to the overtime provisions contained in this Memorandum of Understanding for the cancelled meal period.

B. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.

C. All permanent employees required to work a minimum of two hours prior to or after their normal work shift shall be provided an additional overtime meal period or, at the City’s discretion, the City shall provide a meal for the employee at the employee’s assigned work site. Consistent with this section, additional overtime meal periods or meals shall be provided every four hours thereafter as needed.

## 8. Rest Periods

A. Employees shall be allowed rest periods not to exceed fifteen minutes generally in

the middle of each four consecutive hours of work. Rest periods may be cancelled by the City if there is an emergency or other operating need.

B. The City shall determine when the rest period is to be taken. Except with the consent of the City, an employee shall not leave his or her assigned work location.

C. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes.

## 9. Emergency Work Hours and Duty Assignments

A. Many classes of employment in City service are subject to routine or periodic emergency callback work as an inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City Manager. Classes and positions in City service subject to emergency work hours shall be designated by the City Manager.

B. Employees who occupy positions designated for emergency work hours, including call-back, shall be required to keep the City apprised of a current telephone number where they can be normally reached during off-duty hours, and such employees shall be required to respond to such emergency work calls by the City within a reasonable amount of time, unless the employee is incapacitated or can give other just cause for not responding. Standby requirements shall be consistent with the Fair Labor Standards Act (FLSA).

## 10. Annual Leave Program

A. Employees shall receive the following Annual Leave credits:

| Length of Service | Annual Leave Allowance | |
|---|---|---|
| 0 – 5 years | 16 | hours per month |
| 5 –10 years | 18.68 | hours per month |
| 10-15 years | 21.34 | hours per month |
| 15+ years | 24 | hours per month |

B. Except as specified in Article IX, Section D below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article IX, Section 11, Sick Leave, of this MOU.

C. Annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to City Personnel Rules; however, total class seniority shall be considered as one (1) of the factors by supervisors in resolving conflicts in scheduling of vacation requests. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article IX, Section 11, Sick Leave, of the MOU.

D. There shall be an annual leave cap of 320 hours.

i. In the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320 hours, the number of hours that exceed 320 hours shall be rolled over into sick leave until the annual leave balance is reduced to the 320-hour cap.

E. Non-shift Eemployees may cash out up to 640 hours of annual leave per fiscal year. Shift employees may cash out up to 76 hours of annual leave per fiscal year.

a. Annual leave shall be cashed out pursuant to procedures established by the City's Human Resources Department. The request to cash out annual leave must be in the form of an irrevocable election to receive such payment by foregoing the same number of annual leave hours in the calendar year following election. The irrevocable election request must be submitted to the Human Resources Department prior to December 31st to be paid out the first pay period in December of the subsequent calendar year.

a.b. An employee will only receive the cash out amount if they have used at least 40 hours of annual leave during the calendar year in which the election is made.

F. Accrued annual leave shall be cashed out upon separation of employment with the City on an hour for hour basis.

## 11. Sick Leave

A. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.

B. Consistent with PERS law, the City agrees to request that CalPERS amend the City's contract with CalPERS to permit sick leave to be converted to service credit for purposes of retirement (Government Code section 20965).

C. Accrued sick leave shall not be cashed out.

D. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

## 12. Illness/Injury During Vacation Leave

An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than annual leave provided that, immediately upon return to duty, the employee submits to the department head a written request for sick leave accompanied by a signed statement from the employee's attending physician describing the types and dates of such illness/injury.

## 13. Holidays During Annual Leave, Sick Leave or Disability

Observed holidays occurring during sick leave shall not be counted as a day of annual leave, sick leave, or disability, but shall be regarded as the taking of a holiday.

## 14. Annual Leave for Immediate Family Care

Classified employees may use their annual leave for the required care of immediate family members who are ill, injured, or have a pregnancy related medical need. The City may predicate the approval of such leave time on physician verification.

## 15. Funeral Leave

Classified full-time or promotional probationary employees may be granted use of a maximum of 24 hours from their annual leave bank for each such instance to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

## 16. Bereavement Leave

~~Classified regular full-time or promotional probationary e~~Employees may be granted use of a maximum of 40 hours of paid leave from their leave time bank~~s~~ to deal with matters related to the death, or critical illness where death appears imminent, of any member of the employee's immediate family ~~for each such instance~~. An immediate family member means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle). Additional time off for bereavement may be approved by the City Manager.

## 17. Disability Leave

Employee may be granted paid disability leave based on the following circumstances, terms, and conditions. The purpose of providing these programs of paid disability leave is to ensure that regular full-time employees have reasonable and equitable provisions concerning their job and economic security.

A. If a regular full-time employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to ninety (90) calendar days, commencing upon the third (3rd) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three (3) days, the aforesaid ninety (90) day leave of absence shall commence from the first (1st) day the injured employee leaves work or is hospitalized as a result of the injury.

Employees injured on the job who are absent from work due to such disability for

less than three (3) days may utilize accrued annual leave or sick leave during such absence.

B. Following the initial ninety (90) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments or full salary by supplementing their workers' compensation disability payment by use of accrued leave time on an hour-for-hour basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reached permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.

C. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head with a copy of the attending physician's report, which shall contain a description of the nature and anticipated duration of the disability and the employee shall keep the department head apprised of the medical condition at intervals prescribed.

## 18. Fitness for Duty

A. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the work of the employee's position. The cost of such an examination shall be paid by the City.

The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee.

After consideration of the report and other pertinent information, the City will take steps in accordance with State and Federal law regarding disabilities. If the City concludes the employee is unable to perform the work of his/her present position, the City may demote or transfer the employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

An employee terminated pursuant to this section may elect, at the employee's cost, an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties, the employee shall have the right to submit the matter to binding arbitration, pursuant to Article XVII, 4D of this MOU.

After weighing the evidence submitted by both parties, the employee may be reinstated if the arbitrator determines that the employee is fit to perform the duties of his/her former position. Reinstatement shall not require current eligibility on any city employment list. The arbitrator may elect to pay the employee for some or all of the time between the termination date and the date of the arbitrator's award.

B. This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.

C. The parties agree to meet during the term of this agreement to review policies and statutes that govern Fitness for Duty and ensure compliance with state law.

## 19. Maternity Leave

A. Employees are entitled to the following three types of leave during their pregnancy provided they meet the eligibility requirements for each leave. All of the following leaves may be taken incrementally. Leaves are taken consistent with state or federal law and this section is not intended to expand or reduce benefits provided in those statutes.

i. Pregnancy Disability Leave (PDL)
Duration: Up to four months (pro rata for part-time employees).
Eligibility: Requires that an employee be disabled due to pregnancy, childbirth, or related medical conditions. A physician must verify any pregnancy-related disability.

ii. Family Medical Leave Act (FMLA)
Duration: Up to twelve weeks in a twelve-month period.
Eligibility: Requires 12 months of employment and 1250 hours of service during the 12-month period immediately preceding the commencement of the leave.

iii. California Family Rights Act (CFRA)
Duration: Up to twelve weeks in a twelve-month period.
Eligibility: As provided in state law. CFRA leave can be taken all at once or incrementally for up to one year after the birth of a child in two-week increments.

B. Reasonable Accommodation

An employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she requests such an accommodation and provides the City with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee may request to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties. Such a request shall also be supported by proper medical certification and is contingent on the transfer being reasonably accommodated.

C. Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking pregnancy-related disability leave may supplement her disability payments by integrating her leave balances. Integration of leave balances does not extend the total duration of the leave to which an employee is entitled.

D. Leaves Effect on Benefits

If an employee taking a pregnancy-related disability leave also is eligible for Family and Medical Leave, the employee is entitled to the City's continuation of benefits up to a maximum of twelve (12) weeks in a 12-month period.

E. Other Terms and Conditions of Pregnancy-Related Disability Leaves.

The provisions of the City's "Family Care and Medical Leave" policy regarding the leave's effect on pay, notice requirements and medical certification requirements also apply to all pregnancy-related disability leaves.

F. Return to Work

As a condition of an employee's return to work from pregnancy disability leave, the City may require the employee to obtain a release to return to work from the employee's health care provider. Employees who return to work from pregnancy-related disability leaves shall be reinstated to their former positions.

## 20. Jury Duty Leave

A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the City Manager.

D. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in "A" of this section. This payment endorsement is to be forwarded directly to the Finance Director by the employee.

## 21. Leaves of Absence

A. Department heads may grant a regular full-time employee a leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the City Manager.

B. Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular full-time employees upon recommendation of the department head and approval of the City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head with approval by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.

C. Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty, shall be cause for dismissal and the employee shall automatically waive all rights under these rules. The depositing of a first-class letter of notification to return to duty in the U.S. Postal Service addressed to the employee's last known address shall constitute reasonable notice.

   i. The granting of any leave of absence without pay or benefits related to employment for any period exceeding one (1) full pay period shall result in setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.

D. Temporary Leave Pending Disciplinary Action: Notwithstanding the provisions of the aforementioned sections, upon the recommendation of the department head, the City Manager may approve the temporary assignment of an employee to a status of leave with pay, pending conduct or completion of such investigations or hearing as may be required to determine if disciplinary action is to be taken.

## 22. Catastrophic Time Donation

The purpose of the catastrophic time bank is to enable employees to receive and donate accrued annual leave, and compensating time off (CTO) credits, to assist employees who have no leave and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of the immediate family as defined in Article VIII. The following conditions shall apply:

A. Individuals who request donated leave must do so in writing and have proper certification of need on file with Human Resources.

B. Catastrophic Leave will be available only to employees who are unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days and have exhausted all of their own paid leave through a bona fide serious illness or injury.

C. The time bank shall be administered by the City.

D. An employee may be on disability insurance and use the time bank credits in the same manner that annual leave is used to supplement disability insurance benefits.

E. All donations are to be confidential between the donating employee and the City.

F. Donations are limited to annual leave and compensatory time. Sick leave may not be donated under this plan. Employees donating to the time bank must have eighty (80) hours of annual leave available after making a donation. Donations are capped at no more than 320 hours total per calendar year to the individual requesting donations. Distribution will be on a payroll-to-payroll basis.

G. Donations should be a minimum of four (4) hours per each donation form submitted.

H. Donating employees must sign an authorization form (prepared by the City) and specify the number of hours and type of leave donated to the catastrophic leave bank. These hours are allocated to employees as needed, subject to the cap. Employees who donate leave cannot designate which co-worker should receive the donated hours. Employees relinquish all rights and claims to hours donated.

I. Hours of donated leave shall be valued at the recipient's regular base wage.

J. Donations shall be subject to applicable tax laws. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic time donation program.

K. Availability of catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.

L. The City may require a physician's statement stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

## 23. Holidays

I. The following holidays shall be observed by the City with respect to all employees, except shift employees. City offices shall be closed on these days except as otherwise provided by the Department Head.

- New Year's Day (January 1)
- Martin Luther King Day
- President's Day (Washington's Birthday)

- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24
- Christmas Day
- December 31
- One personal holiday

II. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

III. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head with approval of the City Manager.

IV. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken.

V. Employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. The personal holiday shall be taken in the same manner and under the same rules as compensating time, except that employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

VI. The following classifications ~~Maintenance workers~~ in the Solid Waste Division shall accrue 4 hours of compensating time off (CTO) on April 1 of each year: Refuse Driver, Senior Refuse Driver, Senior Maintenance Worker.

VII. No holiday pay shall be accrued when an employee has been off work for an unpaid status more than 90 days.

## 24. Federal and State Family and Medical Leave Acts

The City agrees to comply with the Federal and State Family and Medical Leave Acts.

## 25. Personal Leave Time

A. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

i. Use of PLT shall be subject to the operating needs of the City.
ii. Use of PLT shall not cause the City to backfill behind an employee using PLT.
iii. PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

# Article X. TRANSFER AND PROMOTION

## 1. Transfer

A. The City reserves the right to transfer employees in accordance with the needs of the City.

B. No bargaining unit employee shall be transferred as a punitive measure.

## 2. Worksite and Shift Transfer

A. No bargaining unit employee shall be permanently transferred between work sites without ten (10) days prior written notice.

B. No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.

C. Temporary work site transfers shall be for a period not to exceed thirty (30) working days.

## 3. Voluntary Position Transfer

"Voluntary position transfer" for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

A. Employees may apply to transfer into vacant positions that occur in the City. Employees desiring voluntary transfer may notify the Human Resources Director, which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, the Human Resources Director will notify the employees of such vacancy and the employee may apply.

B. Qualified applicants from within the bargaining unit shall be interviewed before other applicants. The appointing authority shall consider transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview the other applicants.

C. The City agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.

D. The City shall provide the Union with recruitment notices.

## 4. Promotion

A. Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit, which can be considered a promotion, providing they stand within the group included on the certification list for final consideration and are qualified by virtue of successful examination.

Employees must file a city employment application form for such vacancy within the specified filing period.

i. A notice of job vacancy will be provided to the Union.

ii. The City agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit.

# Article XI. ~~POSITION CLASSIFICATION~~SHIFT EMPLOYEES

## ~~1. Employee Classification Study Requests~~

The following provisions apply only to employees in the classification of Water Treatment Plant Operator III who are assigned to work 24-hour shifts. With respect to those employees, if the provisions of this Article conflict with or provide a different benefit or obligation than any other provision of this MOU, this Article shall apply. All other provisions of this MOU apply.

A. General – Water Treatment Plant - 24 Hour Shifts

Water Treatment Plant Operator IIIs may regularly, periodically, or on a temporary or substitution basis be assigned to work 24-hour shifts at the Water Treatment Plant (WTP). When working a 24-hour shift the operator is referred to as a Shift Operator with specific work shift requirements and compensation considerations as defined below. The proposed shift schedule will provide for a two-day on and a four-day off work schedule – 56 hour workweek / 2912 hours per year.

B. Overtime - Water Treatment Plant - Shift Operators

Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City. Overtime is defined as the paid time in excess, and as an extension, of the normal schedule of work hours as illustrated below:

I. Employees in the Water Treatment Plant who work a twenty-four (24) hour shift shall be compensated as follows for overtime worked:

a. **Overtime Rate**: Overtime shall be compensated at one and one-half (1.5) the employee's normal hourly rate. Overtime is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned as defined by the department.

b. **Shift Extension**: If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be compensable in fifteen (15) minute increments.

C. Sleep Shift – Water Treatment Plant - Shift Operators

I. During each 24-hour shift, Shift Operators shall have an eight-hour period designated as sleep time. Except as provided herein, this sleep time shall be considered uncompensated and not counted as "hours worked" for purposes of calculating overtime pay.

II. During each 24-hour shift, Shift Operators shall be entitled to meal periods as follows: Forty-five (45) minutes for breakfast, one (1) hour for lunch and one (1) hour for dinner. Each such period shall be compensated and be counted as "hours worked" for purposes of calculating pay and overtime pay. Shift Operators are obligated to respond to work situations during meal periods without additional compensation.

III. Shift Operators shall make daily written reports of periods when their sleep periods are interrupted by emergencies or other work requirements. When sleep periods are interrupted, the Shift Operator shall be entitled to a minimum of two (2) hours, regardless if the hours actually worked are less than two (2) hours. Multiple interruptions shall not entitle the Shift Operator to more than two (2) hours Sleep Shift Overtime (SSOT), unless the actual time worked exceeds two (2) hours, provided, however, that per Fair Labor Standards Act (FLSA) regulations if any Shift Operator is unable to get five (5) hours of total sleep within a 24- hour shift, (consecutive sleep not required) then the entire eight (8) hour period shall be counted as hours worked. The daily reports shall be provided to the Shift Operator's supervisor at the end of each work shift.

IV. When Shift Operators work three shifts (72 hours in a week) the City shall count eight (8) of the twenty-four (24) hours of sleep as "hours worked" for purposes of calculating overtime. For overtime calculations pursuant to this section, "hours worked" shall not include paid time status, but only actual time worked.

D. Holiday Pay – Water Treatment Plant - Shift Operators

Shift employees shall receive a 5% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Employees with accrued Holiday Leave

credits on the books may take such time off in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

E. Leave Accrual – Water Treatment Plant - Shift Operators

I. Shift Operators shall receive the following Annual Leave credits:

Shift personnel (56-hour work week):

| Length of Service | Annual Leave Allowance |
|---|---|
| 0 - 5 years | 22.40 hours per month |
| 5 – 10 years | 23.35 hours per month |
| 10 – 15 years | 29.87 hours per month |
| 15+ years | 33.60 hours per month |

The annual leave cap for 24-hour shift employees shall be 448 hours.

II. To avoid exceeding the maximum of 320 hours for non-shift/448 hours for shift of accumulated annual leave, the city may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320/448 hours, the number of hours that exceed 320/448 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.

III. Shift employees may cash out up to 76 hours of annual leave per fiscal year.

a. Annual leave shall be cashed out pursuant to procedures established by the City's Human Resources Department. The request to cash out annual leave must be in the form of an irrevocable election to receive such payment by foregoing the same number of annual leave hours in the calendar year following election. The irrevocable election request must be submitted to the Human Resources Department prior to December 31st to be paid out the first pay period in December of the subsequent calendar year.

b. An employee will only receive the cash out amount if they have used at least 40 hours of annual leave during the calendar year in which the election is made.

IV. Leave Usage: A Shift Operator using annual leave, sick leave, or other paid leave for an entire shift shall have his/her leave balance debited by twenty-four hours. A Shift Operator taking paid leave in other than a twenty-four-hour increment shall have his/her leave balance debited for the amount of time taken.

V. Annual leave shall be paid at a Shift Operator's straight time rate of pay; i.e. Annual leave shall not be paid at the overtime rate.

VI. Shift Operators who go off shift for more than one pay period (e.g. for modified duty, extended leave, etc.) shall have accruals converted to the non-shift schedule as provided in Article IX, Section 10.

F. Meal Per Diem - Water Treatment Plant - Shift Operators

I. **Meal Per Diem:** Shift Operators who are assigned to work an unplanned 24-hour overtime shift will be entitled to $30.00 for the 24-hour overtime shift for meals. The per diem is not included in calculating the overtime rate and it is not PERS-able.

G. Extra Shifts Worked – Water Treatment Plant – Shift Operators

I. **Fatigue Evaluation:** If a Shift Operator is working two or more shifts in a row and did not obtain the minimum amount of sleep required under FLSA regulations during the first shift completed, whether the Shift Operator is fatigued and should be sent home will be determined by the supervisor in consultation with the Shift Operator. Should the Shift Operator be determined to be fatigued, the appropriate rest period spent at home is uncompensated and not considered time worked.

II. **Emergency Coverage:** All Shift Operator, non-shift Water Treatment Plant Operator II or III, or Chief Water Treatment Plant Operator staff may have a notice of shift change without advanced notice due to emergency or immediate 24-hour coverage purposes. The ten (10) day notice of shift change in the current MOU does not apply to these operators for emergency or immediate 24 hour shift change needs as determined by the the Department Head or designee. Whenever possible, a volunteer will be solicited to provide the coverage. Further schedule adjustments, following the immediate change, may be made to minimize fatigue and/or excessive overtime costs.

III. **Call Back Minimum**: Shift Operators called into work during their normally scheduled time off to cover a partial shift due to an emergency or illness requiring the regularly scheduled Shift Operator to leave the treatment plant, shall be compensated for actual time worked, except that compensation for the additional shift shall not be less than three (3) hours.

H. Sunset / FLSA Compliance – Water Treatment Plant – Shift Operators

This Article is to be construed in accordance with the Fair Labor Standards Act and all other applicable laws.

~~A. IUOE may request that a position classification study of a position in the IUOE bargaining unit be conducted by the City Human Resources Department. IUOE may make up to three requests for fiscal year 2020-2021, and three requests for fiscal year 2021-2022.~~

~~i. Classification study requests shall be submitted in writing to the Human Resources Department.~~

~~ii. The Human Resources Department will conduct a classification review of the position identified for study by IUOE to determine if the position is properly classified and/or if the class specification is in need of revision.~~

~~iii. The City agrees to notify IUOE of classification study results and to meet with IUOE upon request to share and discuss study findings.~~

~~iv. Disputes regarding the findings of the Human Resources Department on IUOE position classification study requests may be appealed to the City Manager or designee. The City Manager or designee's decision shall be final.~~

# Article XII. TRAINING AND SAFETY

## 1. Training

The City encourages and provides vocational and safety training for all employees in order to maintain efficient, effective, and safe working conditions. Such training programs may include lecture courses, demonstrations, assignment of reading materials, or such other devices as may be advisable for improving the effectiveness and broadening the knowledge of City employees in the performance of their respective duties.

Responsibility for vocational training and observance of safe work practices shall be shared equally by each employee. In this regard, employees shall be responsible for attending, learning, and applying the information provided by in-service training, and shall be responsible for self-initiation of that training outside the work environment that could reasonably lead to, or be required by, the standards for promotional employment opportunities.

## 2. Safety

It is the policy of the City to provide for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees. Likewise, employees are expected to observe the highest possible standards of safety in the performance of service and execution of all assigned duties.

## 3. Tuition Reimbursement Policy

With the advance written approval of an employee's department director and the Human Resources Director, and upon satisfactory completion with a grade "C" or better, the City shall reimburse an eligible, permanent unit member for the cost of tuition from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to the employee's job classification and will benefit the City. All classes will be taken on the employee's own time.

A. Eligibility:

i. In order to qualify for tuition reimbursement, an employee shall have attained permanent status (successfully completed entry-level probation).No reimbursement will be made for classes taken during the eligibility period or prior to attaining permanent status. Classes successfully challenged will not be eligible for reimbursement.

ii. Recognized colleges or universities are those institutions of higher learning accredited by one or more of the following accrediting organizations: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, Higher Learning Commission, North Central Association of Colleges and Schools, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges.

B. Tuition shall be reimbursed as follows:

i. Fifty percent (50%) of the cost of tuition, up to a maximum of $1,000 per calendar year for employees attending community college.

ii. Fifty percent (50%) of the cost of tuition, up to a maximum of $2,000 per calendar year for employees working towards a Bachelor of Arts, Bachelor of Science, Masters of Arts, or Masters of Science degree at an accredited college or university.

C. Approval of a claim for tuition reimbursement shall be as follows:

i. Claims for tuition reimbursement will be denied for any course or class that has not received prior written approval by the employee's department director and City.

ii. Tuition reimbursement shall be on a course-by-course basis by the employee’s Department Head and Human Resources Director and should have a strong nexus to the employee’s job classification.

iii. All requests for tuition reimbursement are subject to available funds as determined by the City. Approval for any program does not guarantee approval or available funds for any subsequent class.

iv. Reimbursement requests and grade reports must be turned in to the Department and the Human Resources Department within ninety (90) days of course completion.

v. Any employee voluntarily terminating their employment within twenty-four (24) months of receiving reimbursement under this section will be responsible for repaying the City of Folsom the full amount of the reimbursement received. An employee involuntarily separated (termination, lay-off or industrial disability retirement) will not be required to reimburse the

City.

vi. Part-time permanent employees working twenty (20) or more hours a week shall be eligible to receive reimbursement pursuant to the above policy on a 50% basis.

## Article XIII. SEPARATION FROM SERVICE

### 1. Layoff

A. Non-Discrimination in Work Force Reduction: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, or physical handicap.

B. Layoff Plan: In the interest of employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the City may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours and the like, in order to reduce the impact upon employees, so long as it is in the City's best interest to take such measures.

C. Abolition of Positions: The City Council may abolish any position in City service when, in Council's judgment, such action becomes necessary. Employees transferred, demoted or laid off because of abolition of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.

D. Layoff Area and Priority: The City Manager, in consultation with the City Council, shall determine the area(s) and positions in which layoffs may occur, including the identification of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to IUOE prior to implementation of the layoff, and upon request, shall consult with IUOE in good faith regarding the impact of the layoff. Unless agreed otherwise, the following layoff procedures shall be followed:

i. Employees holding temporary, seasonal, part-time, probationary, or provisional appointments and any other non-permanent positions that conduct a majority of the duties as those in the identified classes, shall be released or laid off first. Employees serving in a regular part-time position shall be laid off second. Employees in classified service who have completed probation (i.e. regular classified employees) shall be laid off last.

ii. Should it become necessary to lay off regular classified employees, the person(s) laid off shall be those with the least service credit within an identified position in the affected department. If two (2) or more

employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.

E. Service Credit: Service credit shall be determined and defined as follows:

i. Continuous Service in the Classification, including successful completion of the probationary period, shall be the basis for receiving one (1) point for each year of service in the current classification, or fraction thereof for each full month of service in the current classification.

ii. Continuous City Service, including successfully completed probationary periods, shall be the basis for receiving additional service credit as follows:

1. One (1) point for each service, or fraction thereof, for each full month of service, in lower classes of work within the same department; or
2. One-half (½) point for each year of service, or fraction thereof, for each full month of service, in another class of work in a different department than the one in which currently employed.

iii. Exam Placement: The lowest score in the exam taken for the position identified shall be released first. Thereafter, if there are identical scores, the release shall be based on the best interests of the City.

iv. Performance Evaluation: Based upon the employee's last two (2) ratings shall be the basis of receiving additional service credits; each rating shall be valued as follows:

| | |
|---|---|
| Superior | + 2 points |
| Satisfactory | + 1 point |
| Below Satisfactory | - 2 points |

F. Layoff Notification: The City Manager shall give notice personally or in writing to the last known address to each employee affected by a layoff at least fifteen (15) calendar days prior to the effective date of such action. The notice shall include:

i. The reason(s) for layoff;
ii. Classes or positions to which the employees may transfer or demote within the department, if any;
iii. Effective date of the action;
iv. Service credit of the employee based on the formula rating specified herein;
v. Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and
vi. Appeal right of the employee; excluding layoff resulting from abolition of the position.

G. Bumping: An employee designated to be laid off may bump into any vacant position in the same class elsewhere in the City, or into any position of the same class held by an employee with lesser service credit elsewhere in the City. If no such position exists, the employee may bump into the next lower classification within the same department, provided that the employee has previously held regular full-time status in such classification with the City and possesses greater service credit than another employee in the lower class. Thereafter, an employee may bump into any previously held regular full-time position in the City, provided that the occupant of such position has lesser credit than the employee being laid off. An employee who bumped shall be laid off in the same manner as an employee whose position is abolished.

H. Layoff of Bumped Employee: The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) calendar days prior to the effective date of the layoff.

The names of regular full-time classified employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis: last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing authority when a vacancy for that class is to be filled before certification of any other employment list.

I. Reinstatement Lists: The eligibility of individuals on Reinstatement Lists shall extend for a period of two (2) years from the date of layoff. Eligible employees not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reinstatement Lists.

J. Notice of Recall from Layoff: Notice shall be given by Return Receipt Requested Mail and shall specify the date for reporting to work, which shall be not more than two (2) weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or actual delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have five (5) days to accept or decline the recall opportunity.

An employee who fails to respond in writing within the five (5) days, refuses recall, or fails to report on the prescribed date within the two (2) week maximum, thereby waives all further right to recall and reinstatement as an employee. When recall is declined, the City will proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list exhausted. Reinstated persons shall receive the following upon return to service:

i. Retention of regular full-time service length accrued as of date of layoff.
ii. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step.
iii. The accrual rate of vacation and sick leave in effect for the employee's service length and class at the time of rehire, but insurance contributions

shall be at the level of a new employee serving the obligatory probation period of at least six (6) months if on layoff for more than one (1) year.

iv. All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire, or provided to new hires as of that date.

K. Resignation in Lieu of Recall: An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement and shall be entitled only to those rights under normal separation from service.

### ~~2. Check Out Upon Separation~~

~~Any employee who is laid off, terminated, retired, or who separates from City service for any reason shall not receive a final paycheck until all City-owned equipment has been turned in to the Supervisor, including the City identification card and any clothing, tools, or other working materials that have been provided by the City, and until the employee has competed all exit interviews and forms which may be required by the City Manager or department head.~~

## Article XIV. MISCELLANEOUS

### 1. Permanent Part-Time Employees

A. Permanent part-time employees are employees hired off an eligible list and who work at least 20 hours per week and not more than 39 hours per week.

B. The City agrees to provide the same health, dental, and vision insurance contributions for the employee-only category for permanent part-time employees that it provides permanent full-time employees. Permanent part-time employees shall have the option to purchase employee plus 1 or employee plus 2 or more coverage through the City at rates established by the City's health, dental, and vision insurance carriers. When a permanent part-time employee purchases dependent coverage, the employee shall pay the difference between the amount paid by the City for employee-only coverage and the cost of the dependent coverage.

C. Other benefits provided in the MOU between the City and IUOE shall be allocated to permanent part-time employees on a pro-rata basis.

### 2. Replacement of Damaged Personal Property

When an employee damages his/her personal property during the normal performance of his/her duties, the employee may submit a claim for reimbursement with the City. The City shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The City shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged

personal property shall rest with the City.

## 3. Bi-Weekly Pay Schedule/Alternate Work Schedules

Should the City decide to implement a bi-weekly pay schedule (26 pay periods per year) in lieu of the current bi-monthly pay schedule (24 pay periods per year), the City agrees to notify IUOE and meet and confer with IUOE on the impact on employees in the Miscellaneous Bargaining Unit.

## 4. Repetitive Motion Study

Employees who work in office locations may request that the City conduct a Repetitive Motion Study. Such requests shall be submitted in writing to the Human Resources Department.

## 5. Probationary Period

A. All original appointments shall be tentative and subject to a probationary period of twelve (12) months commencing with the date of hire. Upon approval of the City Manager, the probationary period may be extended for any employee for up to ninety (90) days. Upon completion of the twelve (12) month period, employees will achieve permanent status. Part-time employees shall serve a probationary period of 2080 working hours prior to eligibility for permanent status.

B. The probationary period for all promotional candidates in the bargaining unit who have achieved permanent status shall be six (6) months. Upon approval of the City Manager, the promotional probationary period may be extended for any employee for up to ninety (90) days. Upon completion of the six (6) month promotional probationary period, employees will achieve permanent status in the promotional classification. If a promotional candidate is rejected during probation, said employee shall be returned to the same classification, salary range, step and to the actual position previously held.

## 6. Refuse Driver Route Selection

A. Every other September, the Solid Waste Division will post Division routes for bidding by permanent employees. The routes which will be posted for bidding will be: commercial routes, residential routes, bulky waste tractor, and bulky rear loader. New route assignments shall become effective October 1.

B. When more than one driver bids for the same route, the most senior employee will be assigned the route. Seniority is defined as total City service as a permanent employee within the Refuse Driver series.

C. When a route subject to bidding is permanently vacated in between bids, the City will offer the open route to eligible permanent employees based on seniority.

D. Notwithstanding the above, the City may at any time assign drivers to specific routes for any duration when it is in the City's best interest to do so. The City will prioritize seniority when reassigning drivers from bid routes.

# Article XV. PERFORMANCE EVALUATIONS

## 1. Performance Evaluation

A. Employees will be evaluated in accordance with City Personnel Rules. It is agreed that regular reports be made as to the efficiency, competence, conduct, and merit of City employees. The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. Performance evaluation reports should not be used for disciplinary purposes but rather to identify specific strengths and weaknesses in the employee's job-related performance; to acknowledge the merit of above-standard performance; and to prescribe the means and methods of upgrading deficiencies to a required or desired level of performance. However, performance evaluations may be cited as evidence in support of conduct that is the subject of a disciplinary action.

B. Employees shall receive their scheduled step increase unless Human Resources and the employee are notified that the employee will receive an unsatisfactory performance evaluation within 30 calendar days of the employee's scheduled step increase date. When an employee's scheduled step increase is withheld due to unsatisfactory performance, the employee shall retain his/her salary anniversary date. Denial of a step increase may be appealed to the City Human Resources Department. This section shall not be subject to the Grievance and Arbitration provisions of this MOU.

## 2. Authority to Prepare Reports

The department head shall prepare or delegate the preparation of performance evaluation reports to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The department head shall review and approve all performance evaluations of departmental personnel prior to review with the affected employee.

## 3. Frequency and Distribution of Reports

A. Employee performance evaluation reports shall be prepared for probationary employees as prescribed in City Personnel Rules. For regular full-time employees, a report shall be submitted within ten (10) calendar days prior to the salary anniversary date each year. In addition, an evaluation report may be prepared at any time by the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary and appropriate.

B. Reports shall be prepared with a copy to the employee and the department's working file. The original shall be forwarded to the Human Resources Director for review and retention in the employee's official personnel file.

### 4. Review with the Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or are unacceptable. Employees shall also be encouraged to comment about their work performance, either in a written statement attached to the report or verbally. The employee shall sign the performance report to acknowledge awareness of its contents and discussion of the report with the evaluator. The employee's signature does not necessarily mean that the employee fully agrees with the contents of the report and may so state on the report before signing.

### 5. Purging of Personnel Files

Counseling memorandums are not disciplinary and shall not be placed in the employee's personnel file. Employees shall be offered the opportunity to sign and be provided with a copy of any disciplinary written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such materials. The written response must be submitted within fifteen (15) days of the notice to place the disciplinary documents in the personnel file.

If the employee was not allowed the opportunity to sign the documents prior to placement within the personnel file, the employee shall have the right at any time to attach a written response to the material. Any person who places any written material in an employee's file shall sign and date the material, signifying when it was placed in the employee's file and by whom.

Disciplinary actions shall be purged (at the request of the employees) from the employee's personnel file following the schedule below in accordance with the City's records retention policy:

- Written reprimands: 24 months
- Other disciplinary actions (i.e., suspension, reductions in pay, and demotions): five (5) years (sixty months).

## Article XVI. EMPLOYEE DISCIPLINE

### 1. Policy

It is the policy of the City that discipline of City employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in the City Personnel Rules.

## 2. Definition

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal (reference City Personnel Rules).

## 3. Persons Authorized to Initiate Disciplinary Action

Discipline may be initiated by those authorized in the Personnel Rules.

## 4. Application

A. Permanent Status: This article shall only apply to employees with permanent status with the City.

B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.

C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.

D. Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

E. A written reprimand shall be appealable only to the City Manager or his/her designee with the right to present the employee's position and supporting evidence, but no right to present evidence or confront or cross examine witnesses. The decision of the City Manager of designee shall be final.

F. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to formal disciplinary action during the two (2) year period.

G. A counseling memo or letter of instruction shall not be considered disciplinary action and shall not be appealable.

## 5. Cause for Disciplinary Action

A. Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):

i. Misstatement of facts during the hiring process

ii. Falsification of an entry on a City document (e.g., timecard, expense report)

iii. Disclosure of confidential information

iv. Insubordination or willful disobedience

v. Incompetence, inefficiency or unsatisfactory job performance

vi. Discriminatory, discourteous, or unbecoming behavior

vii. Theft, misuse or unauthorized use or possession of City property

viii. Dishonesty

ix. Misconduct, i.e., any behavior that brings harm or discredit to the City

x. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business

xi. Possession of a firearm, weapon, or hazardous or dangerous device while on City property or on official business

xii. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City

xiii. Excessive absence or tardiness

xiv. Absence without approved leave

xv. Violation of a City rule, policy, or procedure

xvi. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment

xvii. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position

xviii. Abusive conduct or "bullying" that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. This may include repeated infliction of verbal abuse such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

## 6. Preliminary Notice of Disciplinary Action

A. Prior to taking disciplinary action with a regular employee to suspend without pay, reduce pay, demote (except for demotion in lieu of layoff), or dismiss, the Department Head will provide the employee with a written preliminary notice of disciplinary action which shall contain the charges, the specific factual basis for the charges, and the nature of the proposed disciplinary action. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice ten (10) workdays after the date of mailing.

B. The Preliminary Notice of Disciplinary Action shall include:

i. A statement of the nature of the disciplinary action;

ii. The effective date of the disciplinary action;

iii. A statement of the reasons for the disciplinary action citing the item(s) under Section 5a, the Personnel Rules, City policies, or state or federal law which have been violated;

iv. Any supporting material or documentation;

v. A statement advising the employee of the right to request a Skelly Meeting, the manner and time in which the request for a Skelly Meeting must be made, and the required content of the request for a Skelly Meeting; and

vi. The name and address of the person to whom all written communication regarding this Skelly Meeting shall be sent.

## 7. Skelly Meeting

A. An employee who is subject to disciplinary action of suspension without pay, reduction in pay, demotion, or dismissal, as outlined in Section 6.A., shall have the right, within five (5) workdays after receiving a Preliminary Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.

i. The right to request a Skelly Meeting does not apply to a Written Reprimand. An employee who is subject to disciplinary action of a Written Reprimand and disagrees with the discipline is encouraged to discuss with their Department Manager. The employee may also, within five (5) days after receiving a Written Reprimand, request a meeting with the City Manager or designee by filing a written request with the Human Resources Director.

ii. The City Manager or designee shall have final authority to sustain, modify, or

dismiss the Written Reprimand. This decision may be communicated orally or in writing. As stated in Section 4.E., a Written Reprimand is not appealable beyond the City Manager or designee whose decision is final. In addition, a Written Reprimand may be removed from the employee's personnel file after two (2) years per Section 4.F. if subsequent disciplinary action has not occurred within that timeframe.

B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting, or, in the case of a Written Reprimand, a meeting with the City Manager or designee, and the proposed discipline becoming final.

C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments, and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the City, with a copy to the employee and the employee's representative, if applicable. The Skelly Officer may recommend that the City dismiss, modify, or sustain the proposed discipline.

D. If the proposed discipline is sustained or modified by the City after the Skelly Meeting, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action, except that the Final Notice of Disciplinary Action shall include a statement advising the employee of the right to appeal the action, the manner and time in which the appeal must be made, the required content of the appeal, and name and address of the person to whom all communication regarding the appeal shall be sent.

## 8. Appeal of Disciplinary Action

A. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

B. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

C. Appeals of disciplinary actions to arbitration shall be pursuant to Article XVII (Grievance Procedure) of this Agreement, except that on disciplinary appeals:

i. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.

ii. The parties to the discipline hearing and to the selection of the arbitrator

shall be the employee, who may be represented by Local 39, self-represented, or independent counsel, and the City who may be represented by the Human Resources Department or counsel.

iii. The employee shall be entitled to appear personally at the hearing and produce evidence.

iv. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

## Article XVII. GRIEVANCE PROCEDURE

1. **Definition:** A grievance is a complaint of an affected employee, a group of employees, or Local 39 resulting from interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions.

2. **Time Limits:** Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be appealed to the next step of the grievance procedure.

   When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

   Time limits may be waived or extended by mutual agreement between the parties. As referred to in this article, all "days" are "workdays."

3. **Presentation:** An employee and/or IUOE representative may present a grievance during work time provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

4. **Procedure:** All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 1 shall be filed on a form provided by the City for that purpose. IUOE may refuse to represent a grievant and the City may refuse to consider a grievance where the aggrieved party has not followed this procedure.

   A. **INFORMAL STEP.** Within fifteen (15) days of the event or circumstance giving rise to the grievance or within fifteen (15) days of the time the affected employee or IUOE should reasonably have been aware of the event or circumstance, the grievance shall be discussed informally with the person or persons most directly responsible for the event or circumstances which gave rise to the grievance. If the grievance is not resolved within five (5) days of the date on which it is first presented at the Informal Step, the grievant may proceed to Step 1 and file a formal grievance.

B. **STEP 1.** A formal grievance shall be presented in writing to the grievant's department head. The department head shall conduct such investigation as is deemed appropriate and shall issue a written determination within ten (10) days of the date on which the grievance was appealed to the department head.

C. **STEP 2.** Within five (5) days of the Step 1 response or, if no Step 1 response is received, within twenty (20) days of the date of the Step 1 appeal, the grievance may be appealed to the City Manager or designee. The City Manager or designee shall conduct such investigation as is deemed appropriate and shall issue a written determination within ten (10) days of the date on which the grievance is first presented at Step 2. If the City Manager or designee fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, only IUOE may request that the matter be submitted to binding arbitration. Individual employees may not submit grievances to binding arbitration.

D. **STEP 3**. A request for binding arbitration shall be made in writing to the City Manager within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 2, or in the event that no Step 2 answer is received, within twenty (20) days of the date of the Step 2 appeal.

An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the California State Mediation and Conciliation Service. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, IUOE, and the grievant(s). The arbitrator shall have no authority to add to or delete from the terms of this Agreement, or City Personnel Rules. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties.

## Article XVIII. TERM OF AGREEMENT

### Term

This agreement shall remain in full force and effect from July 1, 202~~2~~5, through June 30, 202~~5~~8. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

### Existing Benefits and Practices

The parties recognize that there are existing ordinances, resolutions, and policies regarding benefits and other terms and conditions of employment and the same remain in full force and effect except as modified by this Agreement.

## Signatures

This Memorandum of Understanding is hereby executed this _____ day of _____, 20__, by the employer/employee representatives whose signatures appear below on behalf of their respective organizations.

For the City:

~~Elaine Andersen~~Bryan Whitemyer
City Manager

~~John Spittler~~Allison Garcia
Human Resources ~~Advisor~~Director

~~Dennis Batchelder~~Vance Piggott
City Representative

Gabriela L. Cousineau ~~Allison Garcia~~

Sr. Human Resources
~~Director~~Analyst

For Local 39:

Bart Florence
Business Manager

Jeff Gladieux
President

Brandy Johnson
Director of Public Employees

~~Chuck Thiel~~Stephen Hatch
Business Representative

Macy Sherman
Business Representative

Don Brown
Bargaining Team Member

~~Aaron Armstrong~~Todd Morine
Bargaining Team Member

Tony Servin
Bargaining Team Member

Michelle Walker
Bargaining Team Member

Joe Nerwinski
Bargaining Team Member

~~Lee Cordaway~~

~~Bargaining Team Member~~

## 1. Appendix A – List of Classes in Bargaining Unit

Account Clerk
Accounting Technician I/II
Administrative Assistant
Administrative Technician
Arborist
Assistant City Clerk
Assistant Civil Engineer
Assistant Planner
Assistant Zookeeper/Zookeeper I
Associate Planner
Building Inspector I/II
Building Plans Checker I/II
Building Plans Coordinator
Building Technician I/II
Building Tradesworker I/II
Circulation Coordinator
City Clerk Technician I/II
City Clerk Specialist
Code Enforcement Officer I/II
Code Enforcement Technician
Communications & Marketing Specialist
Construction Inspector I/II
Development Services Specialist
Digital Communications & Marketing Specialist
Disbursements Specialist
Disbursements Technician
Electrical & Instrument Technician
Engineering Technician I/II
Environmental Specialist
Fire Prevention Officer
Fleet Operations Coordinator
GIS Specialist
GIS Technician I/II
Hazmat Coordinator
Information Systems Analyst
Information Systems Technician I/II
Inventory Clerk
Irrigation Systems Coordinator
Lead Plant Mechanic
Lead Senior Mechanic (Combined Shifts)
Lead Senior Zookeeper
Lead Senior Librarian
Librarian
Library Assistant
Library Technician
Maintenance Specialist
Maintenance Worker I/II
Marketing and Graphics Coordinator
Mechanic I
Mechanic II
Office Assistant I/II
Park Planner I/II
~~Planner I/II~~
Planning Technician I/II
Process Improvement Specialist
Public Works Maintenance Worker I/II
Recreation Coordinator I
Recreation Coordinator II
Refuse Driver
Revenue Technician I/II
Senior Building Inspector
Senior Building Tradesworker
Senior Communications & Marketing Specialist
Senior Construction Inspector
Senior Environmental Specialist
Senior Equipment Mechanic
Senior Librarian
Senior Maintenance Worker
Senior Maintenance Specialist
Senior Office Assistant
Senior Recreation Coordinator
Senior Refuse Driver
Senior Revenue Technician
Senior Traffic Signal Technician
Senior Wastewater Collection Technician
Senior Water Treatment Plant Operator
Senior Water Utility Worker
Senior Zookeeper
Traffic Control Device Technician
Traffic Control & Lighting Technician I/II

Wastewater Collection Technician I/II
Wastewater Collection Technician III
Water Distribution Chief Operator
Water Distribution Operator I/II
Water Distribution Operator III
Water Management Coordinator
Water Management Specialist
Water Quality Technician
Water Treatment Plant Chief Operator
Water Treatment Plant Operator I/II
Water Treatment Plant Operator III
Water Utility Worker I/II
Water Utility Worker III
Zookeeper II

~~2.~~

## ~~3.~~2. Appendix B – Recognized Certifications/Licenses

Per Article VI, Section 9, when management requires a special skill certification, and it is not listed in the classification description as a necessary qualification, the employee in the listed job classification should be paid special skill certification/license pay as listed in the table below. In no instance shall this pay, in combination with any educational incentive pay, exceed $300.00 per month.

| Classification | License/Certification | Incentive |
|---|---|---|
| **Building Inspector** | – Certified Combination Inspector<br>– Certified Electrical Inspector<br>– Certified Mechanical Inspector<br>– Certified Plumbing Inspector<br>– Uniform Fire Code Certificate<br>– ADA Specialist Certificate | $50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00 |
| **Clerical** | – Notary Public Commission | $50.00 |
| **Code Enforcement Technician** | – Certified Code Enforcement Officer | $100.00 |
| **Construction Inspector** | – Registered Public Works Inspector | $200.00 |
| **Engineering Technician** | – Licensed Land Surveyor | $200.00 |
| **Information Systems Technician or Analyst** | – Microsoft<br>– Cisco | $75.00<br>$75.00 |
| **Lead Plant Mechanic** | – Class “A” License<br>– ASE Certificates<br>– ASE Master<br>– Automatic Transmission<br>– Brakes (Air & Hydraulic) | $150.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00 |
| **Lead Senior Mechanic (Combined Shifts)** | – Class “A” License | $150.00 |
| **Maintenance I, II, Lead** | – Class “A” License | $150.00 |
| **Mechanic** | – ASE Certificates | $50.00 |
| **Mechanic I/II/Senior** | – Class “A” License | $150.00 |
| **Mechanic/Welder** | – ASE Master<br>– Automatic Transmission<br>– Brakes (Air & Hydraulic)<br>– Electrical Systems<br>– Engine Performance<br>– Heating & Air Conditioning<br>– Manual Transmission<br>– Refrigerant License<br>– Smog Certificate License<br>– Suspension & Steering | $200.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00 |
| **Park Maintenance Worker I/II** | – Certified Playground Safety Inspector<br>– Certified Pool Operator<br>– Certified Landscape Irrigation Auditor<br>– Certified Landscape Technician<br>– Certified Irrigation Contractor | $100.00<br>$100.00<br>$50.00<br>$50.00<br>$50.00 |
| **Park Planner/Assoc. Planner** | – Certified Irrigation Designer | $50.00 |
| **Plan Checker** | – Certified Building Inspector<br>– Certified Electrical Inspector<br>– Certified Plumbing Inspector<br>– Certified Mechanical Inspector<br>– Uniform Fire Code Certificate<br>– ADA Specialist Certificate | $50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00<br>$50.00 |
| **Traffic Control/Lighting Tech I/II** | – International Municipal Signal (IMSA) Traffic Signal Technician I/II/III (level above job)<br>– International Municipal Signal Association (IMSA) Roadway Lighting Certification<br>– Fiber Optics Installation Certification | $50.00<br>$50.00<br>$50.00 |

| | | |
|---|---|---|
| **Water Utility Worker I/II/III/Sr., Water Treatment Plant Operator I/II/III/Sr., Water Distribution Operator I/II/III/Chief, Wastewater Collection Technician I/II/II/Sr., Water Management Specialist, Water Quality Technician, Water Management Coordinator** | – Advanced State Certification for D5, T5 or G4 only (in field, not required in classification, and approved by Director and HR)<br>– Advanced State Certification for D4, T4 or G3 only (in field, not required in classification, and approved by Director and HR)<br>– Class “A” License | $300.00<br>$200.00<br>$150.00 |

## 4.3. Appendix C – New ~~9 Step~~ Salary Range

| Salary Range | Salary | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| M31 | Eff 7/1/22 | 40,245.46 | 41,452.83 | 42,696.41 | 43,977.30 | 45,296.62 | 46,655.52 | 48,055.19 | 49,496.84 | 50,981.75 |
| | Eff 7/1/23 | 41,452.83 | 42,696.41 | 43,977.30 | 45,296.62 | 46,655.52 | 48,055.19 | 49,496.84 | 50,981.75 | 52,511.20 |
| | Eff 7/1/24 | 42,696.41 | 43,977.30 | 45,296.62 | 46,655.52 | 48,055.19 | 49,496.84 | 50,981.75 | 52,511.20 | 54,086.54 |
| M37 | Eff 7/1/22 | 46,606.18 | 48,004.37 | 49,444.50 | 50,927.84 | 52,455.67 | 54,029.34 | 55,650.22 | 57,319.73 | 59,039.32 |
| | Eff 7/1/23 | 48,004.37 | 49,444.50 | 50,927.84 | 52,455.67 | 54,029.34 | 55,650.22 | 57,319.73 | 59,039.32 | 60,810.50 |
| | Eff 7/1/24 | 49,444.50 | 50,927.84 | 52,455.67 | 54,029.34 | 55,650.22 | 57,319.73 | 59,039.32 | 60,810.50 | 62,634.81 |
| TBD - Maintenance Worker I | Eff 7/1/22 | 48,936.50 | 50,404.59 | 51,916.73 | 53,474.23 | 55,078.46 | 56,730.81 | 58,432.74 | 60,185.72 | 61,991.29 |
| | Eff 7/1/23 | 50,404.59 | 51,916.73 | 53,474.23 | 55,078.46 | 56,730.81 | 58,432.74 | 60,185.72 | 61,991.29 | 63,851.03 |
| | Eff 7/1/24 | 51,916.73 | 53,474.23 | 55,078.46 | 56,730.81 | 58,432.74 | 60,185.72 | 61,991.29 | 63,851.03 | 65,766.56 |
| M41 | Eff 7/1/22 | 51,396.44 | 52,938.34 | 54,526.49 | 56,162.28 | 57,847.15 | 59,582.56 | 61,370.04 | 63,211.14 | 65,107.48 |
| | Eff 7/1/23 | 52,938.34 | 54,526.49 | 56,162.28 | 57,847.15 | 59,582.56 | 61,370.04 | 63,211.14 | 65,107.48 | 67,060.70 |
| | Eff 7/1/24 | 54,526.49 | 56,162.28 | 57,847.15 | 59,582.56 | 61,370.04 | 63,211.14 | 65,107.48 | 67,060.70 | 69,072.52 |
| M43 | Eff 7/1/22 | 53,968.19 | 55,587.24 | 57,254.85 | 58,972.50 | 60,741.67 | 62,563.93 | 64,440.84 | 66,374.07 | 68,365.29 |
| | Eff 7/1/23 | 55,587.24 | 57,254.85 | 58,972.50 | 60,741.67 | 62,563.93 | 64,440.84 | 66,374.07 | 68,365.29 | 70,416.25 |
| | Eff 7/1/24 | 57,254.85 | 58,972.50 | 60,741.67 | 62,563.93 | 64,440.84 | 66,374.07 | 68,365.29 | 70,416.25 | 72,528.74 |
| M45 | Eff 7/1/22 | 56,657.74 | 58,357.48 | 60,108.20 | 61,911.45 | 63,768.79 | 65,681.85 | 67,652.31 | 69,681.88 | 71,772.33 |
| | Eff 7/1/23 | 58,357.48 | 60,108.20 | 61,911.45 | 63,768.79 | 65,681.85 | 67,652.31 | 69,681.88 | 71,772.33 | 73,925.50 |
| | Eff 7/1/24 | 60,108.20 | 61,911.45 | 63,768.79 | 65,681.85 | 67,652.31 | 69,681.88 | 71,772.33 | 73,925.50 | 76,143.27 |
| TBD - Refuse Driver, Maintenance Worker II | Eff 7/1/22 | 56,666.60 | 58,366.60 | 60,117.59 | 61,921.12 | 63,778.75 | 65,692.12 | 67,662.88 | 69,692.77 | 71,783.55 |
| | Eff 7/1/23 | 58,366.60 | 60,117.59 | 61,921.12 | 63,778.75 | 65,692.12 | 67,662.88 | 69,692.77 | 71,783.55 | 73,937.06 |
| | Eff 7/1/24 | 60,117.59 | 61,921.12 | 63,778.75 | 65,692.12 | 67,662.88 | 69,692.77 | 71,783.55 | 73,937.06 | 76,155.17 |
| M47 | Eff 7/1/22 | 59,484.77 | 61,269.31 | 63,107.39 | 65,000.61 | 66,950.63 | 68,959.15 | 71,027.92 | 73,158.76 | 75,353.52 |
| | Eff 7/1/23 | 61,269.31 | 63,107.39 | 65,000.61 | 66,950.63 | 68,959.15 | 71,027.92 | 73,158.76 | 75,353.52 | 77,614.13 |
| | Eff 7/1/24 | 63,107.39 | 65,000.61 | 66,950.63 | 68,959.15 | 71,027.92 | 73,158.76 | 75,353.52 | 77,614.13 | 79,942.55 |
| M48 | Eff 7/1/22 | 60,971.79 | 62,800.95 | 64,684.98 | 66,625.53 | 68,624.29 | 70,683.02 | 72,803.51 | 74,987.62 | 77,237.25 |
| | Eff 7/1/23 | 62,800.95 | 64,684.98 | 66,625.53 | 68,624.29 | 70,683.02 | 72,803.51 | 74,987.62 | 77,237.25 | 79,554.36 |
| | Eff 7/1/24 | 64,684.98 | 66,625.53 | 68,624.29 | 70,683.02 | 72,803.51 | 74,987.62 | 77,237.25 | 79,554.36 | 81,940.99 |
| M49 | Eff 7/1/22 | 62,468.84 | 64,342.91 | 66,273.20 | 68,261.39 | 70,309.23 | 72,418.51 | 74,591.07 | 76,828.80 | 79,133.66 |
| | Eff 7/1/23 | 64,342.91 | 66,273.20 | 68,261.39 | 70,309.23 | 72,418.51 | 74,591.07 | 76,828.80 | 79,133.66 | 81,507.67 |
| | Eff 7/1/24 | 66,273.20 | 68,261.39 | 70,309.23 | 72,418.51 | 74,591.07 | 76,828.80 | 79,133.66 | 81,507.67 | 83,952.90 |
| M50 | Eff 7/1/22 | 64,000.11 | 65,920.11 | 67,897.71 | 69,934.65 | 72,032.69 | 74,193.67 | 76,419.48 | 78,712.06 | 81,073.42 |
| | Eff 7/1/23 | 65,920.11 | 67,897.71 | 69,934.65 | 72,032.69 | 74,193.67 | 76,419.48 | 78,712.06 | 81,073.42 | 83,505.63 |
| | Eff 7/1/24 | 67,897.71 | 69,934.65 | 72,032.69 | 74,193.67 | 76,419.48 | 78,712.06 | 81,073.42 | 83,505.63 | 86,010.79 |
| M51 | Eff 7/1/22 | 65,590.31 | 67,558.02 | 69,584.76 | 71,672.30 | 73,822.47 | 76,037.14 | 78,318.26 | 80,667.81 | 83,087.84 |
| | Eff 7/1/23 | 67,558.02 | 69,584.76 | 71,672.30 | 73,822.47 | 76,037.14 | 78,318.26 | 80,667.81 | 83,087.84 | 85,580.47 |
| | Eff 7/1/24 | 69,584.76 | 71,672.30 | 73,822.47 | 76,037.14 | 78,31 | 81 | 83,087.84 | 85,580.47 | 88,147.89 |

| Salary Range | Salary | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| TBD - Maintenance Specialist, Mechanic II | Eff 7/1/22 | 65,592.29 | 67,560.06 | 69,586.86 | 71,674.47 | 73,824.70 | 76,039.44 | 78,320.62 | 80,670.24 | 83,090.35 |
| | Eff 7/1/23 | 67,560.06 | 69,586.86 | 71,674.47 | 73,824.70 | 76,039.44 | 78,320.62 | 80,670.24 | 83,090.35 | 85,583.06 |
| | Eff 7/1/24 | 69,586.86 | 71,674.47 | 73,824.70 | 76,039.44 | 78,320.62 | 80,670.24 | 83,090.35 | 85,583.06 | 88,150.55 |
| M53 | Eff 7/1/22 | 68,868.85 | 70,934.91 | 73,062.96 | 75,254.85 | 77,512.49 | 79,837.87 | 82,233.00 | 84,699.99 | 87,240.99 |
| | Eff 7/1/23 | 70,934.91 | 73,062.96 | 75,254.85 | 77,512.49 | 79,837.87 | 82,233.00 | 84,699.99 | 87,240.99 | 89,858.22 |
| | Eff 7/1/24 | 73,062.96 | 75,254.85 | 77,512.49 | 79,837.87 | 82,233.00 | 84,699.99 | 87,240.99 | 89,858.22 | 92,553.97 |
| TBD - Lead Plant Mechanic, Sr. Maintenance Worker, Traffic Control & Lighting Technician I | Eff 7/1/22 | 68,869.83 | 70,935.92 | 73,064.00 | 75,255.92 | 77,513.60 | 79,839.01 | 82,234.18 | 84,701.20 | 87,242.24 |
| | Eff 7/1/23 | 70,935.92 | 73,064.00 | 75,255.92 | 77,513.60 | 79,839.01 | 82,234.18 | 84,701.20 | 87,242.24 | 89,859.51 |
| | Eff 7/1/24 | 73,064.00 | 75,255.92 | 77,513.60 | 79,839.01 | 82,234.18 | 84,701.20 | 87,242.24 | 89,859.51 | 92,555.29 |
| M55 | Eff 7/1/22 | 72,304.47 | 74,473.61 | 76,707.82 | 79,009.05 | 81,379.32 | 83,820.70 | 86,335.32 | 88,925.38 | 91,593.14 |
| | Eff 7/1/23 | 74,473.61 | 76,707.82 | 79,009.05 | 81,379.32 | 83,820.70 | 86,335.32 | 88,925.38 | 91,593.14 | 94,340.94 |
| | Eff 7/1/24 | 76,707.82 | 79,009.05 | 81,379.32 | 83,820.70 | 86,335.32 | 88,925.38 | 91,593.14 | 94,340.94 | 97,171.17 |
| TBD - Traffic Control & Lighting Technician II | Eff 7/1/22 | 72,312.29 | 74,481.66 | 76,716.11 | 79,017.60 | 81,388.12 | 83,829.77 | 86,344.66 | 88,935.00 | 91,603.05 |
| | Eff 7/1/23 | 74,481.66 | 76,716.11 | 79,017.60 | 81,388.12 | 83,829.77 | 86,344.66 | 88,935.00 | 91,603.05 | 94,351.14 |
| | Eff 7/1/24 | 76,716.11 | 79,017.60 | 81,388.12 | 83,829.77 | 86,344.66 | 88,935.00 | 91,603.05 | 94,351.14 | 97,181.68 |
| M56 | Eff 7/1/22 | 74,090.94 | 76,313.67 | 78,603.08 | 80,961.17 | 83,390.01 | 85,891.71 | 88,468.46 | 91,122.51 | 93,856.19 |
| | Eff 7/1/23 | 76,313.67 | 78,603.08 | 80,961.17 | 83,390.01 | 85,891.71 | 88,468.46 | 91,122.51 | 93,856.19 | 96,671.87 |
| | Eff 7/1/24 | 78,603.08 | 80,961.17 | 83,390.01 | 85,891.71 | 88,468.46 | 91,122.51 | 93,856.19 | 96,671.87 | 99,572.03 |
| TBD - Senior Traffic Signal Technician | Eff 7/1/22 | 75,919.70 | 78,197.30 | 80,543.21 | 82,959.51 | 85,448.30 | 88,011.74 | 90,652.10 | 93,371.66 | 96,172.81 |
| | Eff 7/1/23 | 78,197.30 | 80,543.21 | 82,959.51 | 85,448.30 | 88,011.74 | 90,652.10 | 93,371.66 | 96,172.81 | 99,057.99 |
| | Eff 7/1/24 | 80,543.21 | 82,959.51 | 85,448.30 | 88,011.74 | 90,652.10 | 93,371.66 | 96,172.81 | 99,057.99 | 102,029.73 |
| TBD - Lead Senior Mechanic (Combined Shifts) | Eff 7/1/22 | 77,795.49 | 80,129.36 | 82,533.24 | 85,009.23 | 87,559.51 | 90,186.30 | 92,891.88 | 95,678.64 | 98,549.00 |
| | Eff 7/1/23 | 80,129.36 | 82,533.24 | 85,009.23 | 87,559.51 | 90,186.30 | 92,891.88 | 95,678.64 | 98,549.00 | 101,505.47 |
| | Eff 7/1/24 | 82,533.24 | 85,009.23 | 87,559.51 | 90,186.30 | 92,891.88 | 95,678.64 | 98,549.00 | 101,505.47 | 104,550.63 |
| M58 | Eff 7/1/22 | 77,801.38 | 80,135.42 | 82,539.49 | 85,015.67 | 87,566.14 | 90,193.13 | 92,898.92 | 95,685.89 | 98,556.46 |
| | Eff 7/1/23 | 80,135.42 | 82,539.49 | 85,015.67 | 87,566.14 | 90,193.13 | 92,898.92 | 95,685.89 | 98,556.46 | 101,513.16 |
| | Eff 7/1/24 | 82,539.49 | 85,015.67 | 87,566.14 | 90,193.13 | 92,898.92 | 95,685.89 | 98,556.46 | 101,513.16 | 104,558.55 |
| M60 | Eff 7/1/22 | 81,688.51 | 84,139.16 | 86,663.34 | 89,263.24 | 91,941.14 | 94,699.37 | 97,540.35 | 100,466.56 | 103,480.56 |
| | Eff 7/1/23 | 84,139.16 | 86,663.34 | 89,263.24 | 91,941.14 | 94,699.37 | 97,540.35 | 100,466.56 | 103,480.56 | 106,584.97 |
| | Eff 7/1/24 | 86,663.34 | 89,263.24 | 91,941.14 | 94,699.37 | 97,540.35 | 100,466.56 | 103,480.56 | 106,584.97 | 109,782.52 |
| TBD - Electrical & Instrument Technician | Eff 7/1/22 | 85,772.94 | 88,346.12 | 90,996.51 | 93,726.40 | 96,538.20 | 99,434.34 | 102,417.37 | 105,489.89 | 108,654.59 |
| | Eff 7/1/23 | 88,346.12 | 90,996.51 | 93,726.40 | 96,538.20 | 99,434.34 | 102,417.37 | 105,489.89 | 108,654.59 | 111,914.23 |
| | Eff 7/1/24 | 90,996.51 | 93,726.40 | 96,538.20 | 99,434.34 | 102,417.37 | 105,489.89 | 108,654.59 | 111,914.23 | 115,271.65 |

| Range | Effective | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| M31 | Eff 7/1/25 | 43,977.31 | 45,296.62 | 46,655.52 | 48,055.18 | 49,496.84 | 50,981.75 | 52,511.20 | 54,086.54 | 55,709.13 |
| | Eff 7/1/26 | 45,296.63 | 46,655.52 | 48,055.18 | 49,496.84 | 50,981.75 | 52,511.20 | 54,086.53 | 55,709.13 | 57,380.41 |
| | Eff 7/1/27 | 46,655.53 | 48,055.19 | 49,496.84 | 50,981.74 | 52,511.20 | 54,086.54 | 55,709.13 | 57,380.41 | 59,101.82 |
| | | | | | | | | | | |
| M37 | Eff 7/1/25 | 50,927.84 | 52,455.67 | 54,029.35 | 55,650.22 | 57,319.73 | 59,039.32 | 60,810.50 | 62,634.81 | 64,513.86 |
| | Eff 7/1/26 | 52,455.67 | 54,029.34 | 55,650.23 | 57,319.73 | 59,039.32 | 60,810.50 | 62,634.82 | 64,513.86 | 66,449.28 |
| | Eff 7/1/27 | 54,029.34 | 55,650.22 | 57,319.73 | 59,039.32 | 60,810.50 | 62,634.81 | 64,513.86 | 66,449.27 | 68,442.75 |
| | | | | | | | | | | |
| M38 | Eff 7/1/25 | 53,474.23 | 55,078.46 | 56,730.81 | 58,432.74 | 60,185.72 | 61,991.29 | 63,851.03 | 65,766.56 | 67,739.56 |
| | Eff 7/1/26 | 55,078.46 | 56,730.81 | 58,432.73 | 60,185.72 | 61,991.29 | 63,851.03 | 65,766.56 | 67,739.56 | 69,771.74 |
| | Eff 7/1/27 | 56,730.81 | 58,432.74 | 60,185.72 | 61,991.29 | 63,851.03 | 65,766.56 | 67,739.56 | 69,771.74 | 71,864.90 |
| | | | | | | | | | | |
| M41 | Eff 7/1/25 | 56,162.28 | 57,847.15 | 59,582.56 | 61,370.04 | 63,211.14 | 65,107.48 | 67,060.70 | 69,072.53 | 71,144.70 |
| | Eff 7/1/26 | 57,847.15 | 59,582.57 | 61,370.04 | 63,211.14 | 65,107.47 | 67,060.70 | 69,072.52 | 71,144.70 | 73,279.04 |
| | Eff 7/1/27 | 59,582.57 | 61,370.04 | 63,211.14 | 65,107.48 | 67,060.70 | 69,072.52 | 71,144.69 | 73,279.04 | 75,477.41 |
| | | | | | | | | | | |
| M43 | Eff 7/1/25 | 58,972.50 | 60,741.67 | 62,563.93 | 64,440.84 | 66,374.07 | 68,365.29 | 70,416.25 | 72,528.74 | 74,704.60 |
| | Eff 7/1/26 | 60,741.68 | 62,563.92 | 64,440.84 | 66,374.06 | 68,365.30 | 70,416.25 | 72,528.74 | 74,704.60 | 76,945.74 |
| | Eff 7/1/27 | 62,563.93 | 64,440.84 | 66,374.07 | 68,365.28 | 70,416.25 | 72,528.73 | 74,704.60 | 76,945.74 | 79,254.11 |
| | | | | | | | | | | |
| M44 | Eff 7/1/25 | 61,921.13 | 63,778.75 | 65,692.12 | 67,662.88 | 69,692.77 | 71,783.55 | 73,937.06 | 76,155.17 | 78,439.83 |
| | Eff 7/1/26 | 63,778.76 | 65,692.11 | 67,662.88 | 69,692.76 | 71,783.55 | 73,937.06 | 76,155.17 | 78,439.82 | 80,793.02 |
| | Eff 7/1/27 | 65,692.12 | 67,662.88 | 69,692.77 | 71,783.55 | 73,937.06 | 76,155.17 | 78,439.83 | 80,793.02 | 83,216.81 |
| | | | | | | | | | | |
| M45 | Eff 7/1/25 | 61,911.45 | 63,768.79 | 65,681.86 | 67,652.31 | 69,681.87 | 71,772.34 | 73,925.51 | 76,143.26 | 78,427.56 |
| | Eff 7/1/26 | 63,768.79 | 65,681.85 | 67,652.31 | 69,681.88 | 71,772.33 | 73,925.51 | 76,143.27 | 78,427.56 | 80,780.39 |
| | Eff 7/1/27 | 65,681.86 | 67,652.31 | 69,681.88 | 71,772.33 | 73,925.50 | 76,143.27 | 78,427.57 | 80,780.39 | 83,203.80 |
| | | | | | | | | | | |
| TBD | Eff 7/1/25 | 63,469.15 | 65,373.22 | 67,334.42 | 69,354.45 | 71,435.09 | 73,578.14 | 75,785.49 | 78,059.05 | 80,400.82 |
| | Eff 7/1/26 | 65,373.23 | 67,334.42 | 69,354.45 | 71,435.08 | 73,578.14 | 75,785.48 | 78,059.05 | 80,400.82 | 82,812.85 |
| | Eff 7/1/27 | 67,334.43 | 69,354.45 | 71,435.09 | 73,578.13 | 75,785.49 | 78,059.05 | 80,400.82 | 82,812.84 | 85,297.23 |
| | | | | | | | | | | |
| M46 | Eff 7/1/25 | 71,674.47 | 73,824.70 | 76,039.45 | 78,320.62 | 80,670.24 | 83,090.35 | 85,583.06 | 88,150.55 | 90,795.07 |
| | Eff 7/1/26 | 73,824.70 | 76,039.44 | 78,320.63 | 80,670.24 | 83,090.35 | 85,583.06 | 88,150.55 | 90,795.07 | 93,518.92 |
| | Eff 7/1/27 | 76,039.44 | 78,320.62 | 80,670.25 | 83,090.35 | 85,583.06 | 88,150.55 | 90,795.07 | 93,518.92 | 96,324.49 |
| | | | | | | | | | | |

| Range | Effective | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| M47 | Eff 7/1/25 | 65,000.61 | 66,950.63 | 68,959.15 | 71,027.92 | 73,158.76 | 75,353.52 | 77,614.13 | 79,942.55 | 82,340.83 |
| | Eff 7/1/26 | 66,950.63 | 68,959.15 | 71,027.92 | 73,158.76 | 75,353.53 | 77,614.13 | 79,942.55 | 82,340.83 | 84,811.06 |
| | Eff 7/1/27 | 68,959.15 | 71,027.92 | 73,158.76 | 75,353.52 | 77,614.13 | 79,942.55 | 82,340.83 | 84,811.05 | 87,355.39 |
| | | | | | | | | | | |
| M48 | Eff 7/1/25 | 66,625.53 | 68,624.30 | 70,683.02 | 72,803.51 | 74,987.62 | 77,237.24 | 79,554.37 | 81,941.00 | 84,399.22 |
| | Eff 7/1/26 | 68,624.29 | 70,683.02 | 72,803.52 | 74,987.61 | 77,237.24 | 79,554.36 | 81,941.00 | 84,399.23 | 86,931.20 |
| | Eff 7/1/27 | 70,683.02 | 72,803.51 | 74,987.62 | 77,237.24 | 79,554.36 | 81,940.99 | 84,399.23 | 86,931.21 | 89,539.13 |
| | | | | | | | | | | |
| M49 | Eff 7/1/25 | 68,261.39 | 70,309.24 | 72,418.51 | 74,591.06 | 76,828.80 | 79,133.67 | 81,507.67 | 83,952.90 | 86,471.49 |
| | Eff 7/1/26 | 70,309.24 | 72,418.52 | 74,591.06 | 76,828.79 | 79,133.66 | 81,507.68 | 83,952.90 | 86,471.49 | 89,065.63 |
| | Eff 7/1/27 | 72,418.51 | 74,591.07 | 76,828.80 | 79,133.66 | 81,507.67 | 83,952.91 | 86,471.49 | 89,065.63 | 91,737.60 |
| | | | | | | | | | | |
| M50 | Eff 7/1/25 | 69,934.64 | 72,032.68 | 74,193.67 | 76,419.48 | 78,712.06 | 81,073.43 | 83,505.62 | 86,010.79 | 88,591.12 |
| | Eff 7/1/26 | 72,032.68 | 74,193.66 | 76,419.48 | 78,712.07 | 81,073.43 | 83,505.63 | 86,010.79 | 88,591.12 | 91,248.86 |
| | Eff 7/1/27 | 74,193.66 | 76,419.47 | 78,712.06 | 81,073.43 | 83,505.63 | 86,010.80 | 88,591.12 | 91,248.85 | 93,986.32 |
| | | | | | | | | | | |
| M51 | Eff 7/1/25 | 71,672.30 | 73,822.47 | 76,037.14 | 78,318.26 | 80,667.80 | 83,087.84 | 85,580.48 | 88,147.89 | 90,792.32 |
| | Eff 7/1/26 | 73,822.47 | 76,037.15 | 78,318.26 | 80,667.81 | 83,087.84 | 85,580.48 | 88,147.89 | 90,792.33 | 93,516.09 |
| | Eff 7/1/27 | 76,037.15 | 78,318.26 | 80,667.81 | 83,087.84 | 85,580.47 | 88,147.89 | 90,792.33 | 93,516.10 | 96,321.57 |
| | | | | | | | | | | |
| M52 | Eff 7/1/25 | 75,255.92 | 77,513.60 | 79,839.01 | 82,234.18 | 84,701.21 | 87,242.24 | 89,859.50 | 92,555.29 | 95,331.95 |
| | Eff 7/1/26 | 77,513.60 | 79,839.01 | 82,234.18 | 84,701.20 | 87,242.24 | 89,859.51 | 92,555.29 | 95,331.95 | 98,191.91 |
| | Eff 7/1/27 | 79,839.00 | 82,234.18 | 84,701.20 | 87,242.24 | 89,859.51 | 92,555.29 | 95,331.95 | 98,191.91 | 101,137.67 |
| | | | | | | | | | | |
| M53 | Eff 7/1/25 | 75,254.85 | 77,512.49 | 79,837.87 | 82,233.00 | 84,700.00 | 87,240.99 | 89,858.22 | 92,553.97 | 95,330.59 |
| | Eff 7/1/26 | 77,512.49 | 79,837.87 | 82,233.01 | 84,699.99 | 87,241.00 | 89,858.22 | 92,553.97 | 95,330.59 | 98,190.50 |
| | Eff 7/1/27 | 79,837.87 | 82,233.01 | 84,700.00 | 87,240.99 | 89,858.23 | 92,553.97 | 95,330.58 | 98,190.50 | 101,136.22 |
| | | | | | | | | | | |
| M54 | Eff 7/1/25 | 79,017.59 | 81,388.12 | 83,829.77 | 86,344.66 | 88,935.00 | 91,603.05 | 94,351.14 | 97,181.68 | 100,097.12 |
| | Eff 7/1/26 | 81,388.12 | 83,829.76 | 86,344.66 | 88,935.00 | 91,603.05 | 94,351.14 | 97,181.68 | 100,097.13 | 103,100.04 |
| | Eff 7/1/27 | 83,829.76 | 86,344.66 | 88,935.00 | 91,603.05 | 94,351.14 | 97,181.68 | 100,097.13 | 103,100.04 | 106,193.04 |
| | | | | | | | | | | |
| M55 | Eff 7/1/25 | 79,009.05 | 81,379.33 | 83,820.70 | 86,335.32 | 88,925.38 | 91,593.14 | 94,340.94 | 97,171.16 | 100,086.30 |
| | Eff 7/1/26 | 81,379.32 | 83,820.71 | 86,335.32 | 88,925.38 | 91,593.14 | 94,340.94 | 97,171.16 | 100,086.30 | 103,088.89 |
| | Eff 7/1/27 | 83,820.70 | 86,335.33 | 88,925.38 | 91,593.14 | 94,340.94 | 97,171.16 | 100,086.30 | 103,088.89 | 106,181.56 |
| | | | | | | | | | | |

| Range | Effective | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| M56 | Eff 7/1/25 | 80,961.17 | 83,390.01 | 85,891.71 | 88,468.46 | 91,122.52 | 93,856.19 | 96,671.87 | 99,572.03 | 102,559.19 |
| | Eff 7/1/26 | 83,390.01 | 85,891.71 | 88,468.46 | 91,122.52 | 93,856.19 | 96,671.87 | 99,572.03 | 102,559.19 | 105,635.96 |
| | Eff 7/1/27 | 85,891.71 | 88,468.46 | 91,122.51 | 93,856.19 | 96,671.88 | 99,572.03 | 102,559.19 | 105,635.97 | 108,805.04 |
| | | | | | | | | | | |
| M57 | Eff 7/1/25 | 82,959.52 | 85,448.29 | 88,011.74 | 90,652.10 | 93,371.65 | 96,172.81 | 99,057.99 | 102,029.73 | 105,090.62 |
| | Eff 7/1/26 | 85,448.30 | 88,011.74 | 90,652.10 | 93,371.66 | 96,172.80 | 99,058.00 | 102,029.73 | 105,090.63 | 108,243.34 |
| | Eff 7/1/27 | 88,011.75 | 90,652.09 | 93,371.66 | 96,172.81 | 99,057.99 | 102,029.74 | 105,090.63 | 108,243.34 | 111,490.64 |
| | | | | | | | | | | |
| M58 | Eff 7/1/25 | 85,015.67 | 87,566.14 | 90,193.12 | 92,898.92 | 95,685.89 | 98,556.46 | 101,513.16 | 104,558.55 | 107,695.31 |
| | Eff 7/1/26 | 87,566.14 | 90,193.13 | 92,898.92 | 95,685.89 | 98,556.47 | 101,513.16 | 104,558.56 | 107,695.30 | 110,926.17 |
| | Eff 7/1/27 | 90,193.12 | 92,898.92 | 95,685.89 | 98,556.46 | 101,513.16 | 104,558.55 | 107,695.31 | 110,926.16 | 114,253.96 |
| | | | | | | | | | | |
| M59 | Eff 7/1/25 | 87,107.49 | 89,720.71 | 92,412.33 | 95,184.71 | 98,040.24 | 100,981.45 | 104,010.89 | 107,131.22 | 110,345.15 |
| | Eff 7/1/26 | 89,720.72 | 92,412.33 | 95,184.70 | 98,040.25 | 100,981.44 | 104,010.90 | 107,131.22 | 110,345.16 | 113,655.51 |
| | Eff 7/1/27 | 92,412.34 | 95,184.70 | 98,040.24 | 100,981.46 | 104,010.89 | 107,131.22 | 110,345.16 | 113,655.51 | 117,065.17 |
| | | | | | | | | | | |
| M60 | Eff 7/1/25 | 89,263.23 | 91,941.14 | 94,699.37 | 97,540.36 | 100,466.56 | 103,480.56 | 106,584.97 | 109,782.53 | 113,075.99 |
| | Eff 7/1/26 | 91,941.13 | 94,699.37 | 97,540.35 | 100,466.57 | 103,480.56 | 106,584.97 | 109,782.52 | 113,076.00 | 116,468.27 |
| | Eff 7/1/27 | 94,699.37 | 97,540.35 | 100,466.56 | 103,480.56 | 106,584.98 | 109,782.52 | 113,076.00 | 116,468.28 | 119,962.32 |
| | | | | | | | | | | |
| M63 | Eff 7/1/25 | 98,412.72 | 101,365.11 | 104,406.05 | 107,538.25 | 110,764.39 | 114,087.32 | 117,509.94 | 121,035.24 | 124,666.30 |
| | Eff 7/1/26 | 101,365.10 | 104,406.06 | 107,538.24 | 110,764.39 | 114,087.32 | 117,509.94 | 121,035.23 | 124,666.29 | 128,406.29 |
| | Eff 7/1/27 | 104,406.05 | 107,538.24 | 110,764.38 | 114,087.32 | 117,509.94 | 121,035.23 | 124,666.29 | 128,406.28 | 132,258.47 |

# Folsom City Council
## Staff Report

| | |
|---|---|
| **MEETING DATE:** | 9/9/2025 |
| **AGENDA SECTION:** | New Business |
| **SUBJECT:** | Resolution No. 11460– A Resolution Approving the Formation of the Fire Services Exploratory Committee and Appointing Two Members of the City Council to Serve on the Committee |
| **FROM:** | City Manager's Office |

**RECOMMENDATION / CITY COUNCIL ACTION**

Staff recommends that the City Council:

1) Adopt Resolution No. 11460 - A Resolution Approving the Formation of the Fire Services Exploratory Committee and Appointing Two Members of the City Council to Serve on the Committee

**BACKGROUND / ISSUE**

The City of Folsom currently operates its own Fire Department, providing essential fire protection, emergency medical response, and related public safety services to the community. As the region continues to grow and evolve, there may be opportunities to enhance service delivery, improve operational efficiency, and ensure long-term fiscal sustainability through strategic partnerships with regional agencies.

On August 8, 2025, SacMetro Fire Chief Adam House and Folsom City Manager Bryan Whitemyer met in order to have preliminary discussions regarding the potential for increased collaboration. It was determined that the appropriate next step would be to ask the Folsom City Council and the SacMetro Fire Board if they would be amenable to forming a joint exploratory committee. The purpose of this committee would allow both agencies to engage in a structured, transparent, and productive review of possible partnership models, including but not limited to shared services, operational integration, or contractual arrangements.

## POLICY / RULE

Pursuant to Folsom Municipal Code Section 2.04(G), ad hoc committees shall be established by the Mayor subject to the approval of the City Council. No such committee shall exist for more than 1 year.

## DISCUSSION

The proposed **Fire Services Exploratory Committee** would include the following composition:

- Two members from the Folsom City Council
- Two members from the SacMetro Fire Board of Directors

The committee will meet periodically over the coming months to:

- Assess existing fire service delivery models in both agencies
- Identify opportunities for collaboration or integration
- Review fiscal, operational, and governance implications of potential partnership models
- Provide periodic updates to the full City Council and SacMetro Fire Board

This committee will serve **in an advisory and exploratory capacity only,** with no authority to make binding decisions. Any future recommendations would be brought back for full consideration by the respective governing bodies.

## FINANCIAL IMPACT

There is no direct financial impact associated with forming the committee. Should any partnership proposals emerge from the committee's work, detailed fiscal analysis will be conducted at that time.

## ENVIRONMENTAL REVIEW

This action is exempt from environmental review under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines because the proposed action has no potential to cause significant effects on the environment.

**ATTACHMENT**

Resolution No. 11460 - A Resolution Approving the Formation of the Fire Services Exploratory Committee and Appointing Two Members of the City Council to Serve on the Committee

Submitted,

_____

Bryan Whitemyer, City Manager

Attachment 1

# RESOLUTION NO. 11460

## A RESOLUTION APPROVING THE FORMATION OF A FIRE SERVICES EXPLORATORY COMMITTEE AND APPOINTING TWO MEMBERS OF THE CITY COUNCIL TO SERVE ON THE COMMITTEE

**WHEREAS**, the City of Folsom provides fire protection and emergency response services to the residents and businesses within its jurisdiction; and

**WHEREAS**, the Sacramento Metropolitan Fire District (SacMetro Fire) is a neighboring fire agency providing services to multiple communities within the Sacramento region; and

**WHEREAS**, the City of Folsom and SacMetro Fire share a mutual interest in exploring opportunities for regional collaboration and potential partnership models for fire service delivery; and

**WHEREAS**, the City Council desires to form a **Fire Services Exploratory Committee** comprised of two members of the Folsom City Council and two members of the SacMetro Fire Board of Directors to evaluate and discuss various fire service partnership options; and

**WHEREAS**, this committee shall serve in an advisory and fact-finding capacity only and shall provide updates and recommendations, if any, to the full City Council and the SacMetro Fire Board of Directors.

**WHEREAS**, it is expected staff members from the City of Folsom as well as the SacMetro Fire Department will attend these committee meetings in addition to the two City Council members and the two SacMetro Fire Board members.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that the formation of an ad hoc committee under Section 2.04(G) of the Folsom Municipal Code, known as the **Fire Services Exploratory Committee**, is hereby approved.

**BE IT FURTHER RESOLVED** that the Fire Services Exploratory Committee shall not exist for more than one year, and that the membership of said Committee shall be composed of:

- Two members of the Folsom City Council; and
- Two members of the SacMetro Fire Board of Directors.

The following City Councilmembers are hereby appointed to serve on the Fire Services Exploratory Committee:

- Councilmember [Insert Name]
- Councilmember [Insert Name]

**BE IT FURTHER RESOLVED** that the purpose of the Fire Services Exploratory Committee shall be to review and evaluate potential partnership models between the City of Folsom and SacMetro Fire, including but not limited to operational integration, shared services, or contractual arrangements.

This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9th day of September 2025, by the following roll-call vote:

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

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK