Agenda

City Council Regular Meeting

Folsom City Hall | City Council Chambers, First Floor

50 Natoma Street, Folsom, CA 95630

September 08, 2026, 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 08, 2026 6:30 PM

Justin Raithel, Mayor

Sarah Aquino, Councilmember | *Barbara Leary, Councilmember*
Mike Kozlowski, Councilmember | *Anna Rohrbough, Vice Mayor*

AGENDA

CALL TO ORDER

ROLL CALL: Councilmembers: Kozlowski, Leary, Rohrbough, Aquino, Raithel

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 13th Annual Folsom Community Service Day

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.

3. Approval of the August 25, 2026 City Council Special and Regular Meeting Minutes

4. Nomination of the Joint Representative for the Cities of Folsom, Isleton, and Galt to the Sacramento Environmental Commission for a Three Year Term Ending August 2029

5. Resolution No. 11691 - A Resolution Approving a Policy for Remote Participation in City Council Meetings in Compliance with Senate Bill 707

6. Resolution No. 11694 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review and Density Bonus Application for the Sutter Lofts Project Located at 807 and 809 Sutter Street and Determination that the Project is Exempt from CEQA

7. Resolution No. 11695 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review for a New Custom Home Project Located at 315 Sutter Street and Determination that the Project is Exempt from CEQA

8. Resolution No. 11696 - A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Agreement (Contract No. 173-21 19-072) with Williams Scotsman, Inc. for $80,166.24 from the Solid Waste Operating Fund (Fund 540) for the Lease of a Modular building Occupied by the Waste and Recycling Division

9. Resolution No. 11698 - A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area

10. Resolution No. 11702 - A Resolution Authorizing the City Manager to Execute an Agreement with Univar Solutions USA LLC for $410,000 from the Water Operating Fund (Fund 520) for the Supply of Sodium Hypochlorite for the Water Treatment Plant and $110,000 from the General Fund (Fund 010) for the Supply of Sodium Hypochlorite for the Steve Miklos Aquatic Center

11. Resolution No. 11703 - A Resolution Authorizing the City Manager to Execute a Reimbursement Agreement in an amount Not to Exceed $360,000 with Vintage at Folsom, LP, and Appropriation of Funds from Road Maintenance and Rehabilitation Fund (Fund 235) in the amount of $360,000 for supplemental paving as part of the Vintage Senior Apartments Project

12. Resolution No. 11706 - A Resolution Authorizing the City Manager to Execute an Agreement with Affordable Quality Painting Inc. in the Amount of $200,000 for the City Hall Campus Exterior Painting Project and Add Alternates from the Facility Rehabilitation Fund (Fund 602)

13. Resolution No. 11707 – A Resolution Rescinding Resolution No. 8990 and Adopting a Revised Policy Governing the Receipt and Distribution of Tickets and/or Passes

14. Resolution No. 11708 - A Resolution Authorizing the Addition of One Permanent Full-Time Administrative Assistant to the City Attorney's Office and Appropriation of Funds

PUBLIC HEARING:

15. Ordinance No. 1374 – An Ordinance of the City of Folsom for the Repeal and Re-Enactment of Chapter 17.102 (Density Bonus) of the Folsom Municipal Code (Introduction and First Reading), and Determination that the Action is Not Subject to Environmental Review Under the California Environmental Quality Act (CEQA)

OLD BUSINESS:

16. Castle Park Playground Renovation Project

    i. Resolution No. 11699 - A Resolution Ratifying the City Manager's Authorization to Execute a Contract Amendment with Leathers & Associates for the Castle Park Playground Renovation Project (PK2501) in the Amount of $19,537.20, for a New Total Contract Amount Not-to-Exceed $131,106.20, Funded by the Parks & Recreation Equipment/Capital Fund 609 and Appropriation of Funds

    ii. Resolution No. 11700 - A Resolution Ratifying the City Manager's Authorization to Execute Construction Contract Change Orders 1-6 with KYA for the Castle Park Playground Renovation Project (PK2501) in the Amount of $56,300, and Authorizing the City Manager to Execute Construction Contract Change Order No. 7 with KYA for the Castle Park Playground Renovation Project (PK2501) in the Amount of $36,960, for a New Total Contract Amount Not-to-Exceed $401,569.00, Funded by the Parks & Recreation Equipment/Capital Fund 609 and Appropriation of Funds

    iii. Resolution No. 11701 - A Resolution Authorizing an Appropriation of $68,409 in Donation Revenue and an Additional Appropriation of $37,875.80 from the Parks & Recreation Equipment/Capital Fund (Fund 609), for a Total Appropriation of $106,284.80 for Project Support Costs for the Castle Park Playground Renovation Project (PK2501)

NEW BUSINESS:

17. Receive and Consider a Proposal from the Rotary Club of Folsom for Placement of an American Flagpole in the Historic Folsom Station Plaza and Provide Direction to Staff and Determination that the Project is Exempt from CEQA

18. Presentation on AB 626 Micro-Enterprise Home Kitchen Operations and Direction to Staff

19. Resolution No. 11697- A Resolution Accepting the Notice of Completion for the Community Facilities District No. 18 Phase 2 Water Improvements Project (Phase 2A) with a Construction Total of $18,552,386, Authorizing an Appropriation of $44,778 from the Road Maintenance and Rehabilitation Fund (Fund 235), and Authorizing the Chief Financial Officer/Finance Director to Release All Remaining Retention for Said Project

20. Ordinance No. 1376 - An Ordinance of the City of Folsom Adding Chapter 10.44 of the Folsom Municipal Code Regarding E-bikes and E-Conveyances (Introduction and First Reading)

21. Ordinance No. 1377 - An Ordinance of the City of Folsom Amending Chapter 10.40 "Use of Electric Assist Mobility Devices on Class I Trails" of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network (Introduction and First Reading)

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.

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

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
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 2026 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 third annual Spirit of Folsom Award began in July 2026, 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 their 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 8 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.

2026 Spirit of Folsom Award Winners:

- Brian Wallace, nominated by Mayor Justin Raithel

- Friends of Folsom Parkways, represented by Special Projects Director Glenn Hermanson, nominated by Vice Mayor Anna Rohrbough
- Jim Snook, nominated by Councilmember Mike Kozlowski
- Paul Romero, nominated by Councilmember Barbara Leary
- Vijay Bhaskar Jonnalagadda, nominated by Councilmember Sarah Aquino

Submitted,

Christine Brainerd, Communications Director

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Presentation of the 13th 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 13th Annual Folsom Community Service Day to be held on Saturday, September 19 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

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CITY OF
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City Council Special Meeting

MINUTES

Tuesday, August 25, 2026 6:15 PM

CALL TO ORDER

The special City Council meeting was called to order at 6:16 pm with Mayor Raithel presiding.

ROLL CALL:

Councilmembers Present:	Barbara Leary, Councilmember Anna Rohrbough, Vice Mayor Sarah Aquino, Councilmember Michael Kozlowski, Councilmember Justin Raithel, Mayor
Councilmembers Absent:	None

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code section 54956.9(d)(2): One Potential Case

Motion by Councilmember Aquino, second by Councilmember Kozlowski to adjourn to closed session. Motion passed by the following roll-call vote:

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

RECONVENE

Mayor Raithel announced that no final action was taken during closed session.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:37 pm.

SUBMITTED BY:

_____
Jennifer Jimenez, Deputy City Clerk

ATTEST:

_____
Justin Raithel, Mayor

City Council Regular Meeting

MINUTES

Tuesday August 25, 2026 6:30 PM

CALL TO ORDER

The regular City Council meeting was called to order at 6:38 pm with Mayor Raithel presiding.

ROLL CALL:

Councilmembers Present:	Barbara Leary, Councilmember Anna Rohrbough, Vice Mayor Sarah Aquino, Councilmember Michael Kozlowski, Councilmember Justin Raithel, Mayor
Councilmembers Absent:	None

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

AGENDA UPDATE

City Attorney Sari Dierking advised that there were no agenda updates.

BUSINESS FROM THE FLOOR:

The following individuals addressed the council:

- Robert Dresser
- Terry Josh White
- William Thomas Bernal

SCHEDULED PRESENTATION:

1. City of Folsom Resolution of Commendation Honoring Folsom Lake Surf Soccer Club U15 Boys ECNL Regional League National Champions

Mayor Justin Raithel presented the Resolution of Commendation.

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 11, 2026 City Council Special and Regular Meeting Minutes

3. Resolution No. 11692– A Resolution Authorizing the City Manager to Execute a Sole Source Agreement with Core and Main for $151,379.62 from the Water Operating Fund (Fund 520) for the Kamstrup Acoustic Leak Detection Water Meter Pilot Project and Appropriation of Funds

Motion by Councilmember Kozlowski second by Councilmember Leary to approve the Consent Calendar. Motion passed by the following roll-call vote:

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

OLD BUSINESS:

4. Resolution No. 11693 – A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Agreement (Contract No. 173-21 24-039) with West Yost & Associates, Inc. for $402,886 from the Water Operating Fund (Fund 520) for Additional Construction Management and Inspection Services for the Tower Tank Rehabilitation Project (Project WA2402) and Appropriation of Funds

Utilities Director Marcus Yasutake made a presentation and responded to questions from the City Council.

The following individual addressed the council:

- William Thomas Bernal

Utilities Director Marcus Yasutake provided additional information.

Motion by Councilmember Kozlowski second by Vice Mayor Rohrbough to approve Resolution No. 11693. Motion passed by the following roll-call vote:

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

CITY MANAGER REPORTS

City Manager Bryan Whitemyer reminded residents of the closure and construction on Prairie City Road, expressing appreciation for the partnership with Sacramento County and the Public Works Department, thanking Rebecca Neves and staff for their work. He also spoke about the Livermore Community Park improvement project that is underway. Additionally, he recognized Police Detective Austin Alvarez, who was inducted into the Congressional Police Honor Roll and acknowledged by Congressman Kevin Kiley on the floor of the United States House of Representatives for his work with the Internet Crimes Against Children Task Force and his dedicated service. In closing, he expressed

gratitude to the participants who assembled bags for the food drive in preparation for the upcoming Community Service Day.

COUNCIL COMMENTS

Councilmember Kozlowski spoke about the recent Ace Pickelball Club ribbon cutting, attended with Mayor Raithel and noted the final summer concert at the Zittel Farm Amphitheater.

Vice Mayor Rohrbough had no comments.

Councilmember Leary spoke about attending the opening events of the Jewish and Muslim Community Centers and noted the passage of Lunar Landing Day in California. She also expressed appreciation to staff for their work on the Prairie City Road project.

Councilmember Aquino wished Mayor Raithel an early Happy Birthday.

Mayor Raithel gave an update on the AB2415 Hoover bill and highlighted the need for more volunteers, as well as a project lead with painting skills, for the upcoming Community Service Day.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 7:10 p.m.

SUBMITTED BY:

_____
Jennifer Jimenez, Deputy City Clerk

ATTEST:

_____
Justin Raithel, Mayor

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CITY OF
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Folsom City Council
Staff Report

MEETING DATE:	09/08/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Nomination of the Joint Representative for the Cities of Folsom, Isleton, and Galt to the Sacramento Environmental Commission
FROM:	City Clerk's Department

RECOMMENDATION

Staff recommends that the City Council:

1. Nominate Bob Wilson to serve as the shared representative for the Cities of Folsom, Isleton, and Galt on the Sacramento Environmental Commission for a three-year term ending August 2029; and
2. Authorize staff to forward this nomination to the Isleton and Galt City Councils for concurrence, and thereafter to the Sacramento County Board of Supervisors for appointment.

BACKGROUND / ISSUE

The Sacramento Environmental Commission (SEC) was established in 1988 to provide leadership, assistance, analysis, and advice on environmental matters throughout Sacramento County. The City of Elk Grove joined as a sponsoring agency in 2014, bringing the SEC's current membership to five sponsoring jurisdictions: Sacramento County and the cities of Elk Grove, Folsom, Galt, Isleton, and Sacramento.

In this role, the SEC works with its sponsoring city and county agencies to advance a shared vision of environmental quality, conservation, public health, environmental management, environmental justice, and sustainability. The SEC serves as the advisory body to the Sacramento County Environmental Management Department (EMD).

The powers and duties of the SEC include, in part:

- Providing information and analysis to, and advising, the Sacramento County Board of Supervisors and the city councils of Sacramento County on the implementation of an effective, comprehensive environmental protection and management program for Sacramento County;
- Assisting and advising the EMD in the formulation and implementation of its programs, including but not limited to air quality control, environmental quality control, and hazardous and toxic material issues;
- Upon request, aiding, advising, and recommending to county and city departments within Sacramento County information, programs, and measures that promote air quality, environmental health, and hazardous materials control; and

Additional powers and duties of the Commission are set forth in the Sacramento County Code and Folsom Municipal Code Chapter 8.40.

Because Isleton and Galt do not each maintain a dedicated seat on the SEC, the three smaller sponsoring jurisdictions — Folsom, Isleton, and Galt — have historically coordinated to nominate a shared representative to fill this position, ensuring each city's interests are represented on the Commission.

POLICY/ RULE

Folsom Municipal Code Chapter 8.40 establishes that the cities of Folsom, Isleton, and Galt (FIG) shall jointly appoint one member for a three-year term.

ANALYSIS

The shared representative seat on the Sacramento Environmental Commission (SEC) allocated jointly to the Cities of Folsom, Isleton, and Galt has been vacant for an extended period. Despite outreach and recruitment efforts, no applications were received from eligible candidates within the three sponsoring jurisdictions, leaving the seat unfilled and the three cities without dedicated representation on the Commission during this time.

Galt resident Bob Wilson has come forward and expressed interest in serving as the shared representative for Folsom, Isleton, and Galt.

Given the extended vacancy and the absence of competing applicants, staff recommends that the City Council nominate Bob Wilson to fill the shared seat for a three-year term, consistent with the standard SEC term length. Because this is a shared appointment among three sponsoring cities, staff further recommends that this nomination be presented to the Isleton and Galt City Councils for concurrence, consistent with past practice for filling this position, so that all three jurisdictions formally support the appointment before it is forwarded to the SEC and the Sacramento County Board of Supervisors for confirmation.

Filling this vacancy will restore the three cities' voice on the Commission and ensure Folsom, Isleton, and Galt are represented in the SEC's ongoing work on environmental quality, conservation, public health, and sustainability issues affecting the region.

ATTACHMENT

1. Application from Bob Wilson (redacted)

Respectfully submitted,

Christa Freemantle, CMC
City Clerk

APPLICATION FOR APPOINTMENT TO COMMITTEE OR COMMISSIO

Please fill out both the front and back of this application in blue or black ink.

NOTE: Once your application is submitted, it is copied to the city council and becomes a public record available for public inspection (personal contact information is redacted).

Specific information about the duties and responsibilities for each of these committees and commissions is available on the City of Galt website (www.cityofgalt.org)

Name: Bob Wilson E-mail: rtwilson188@gmail.c

Physical Address: _____ City: Galt ZIP: 95632

Cell: _____ Alternate Phone: N/A

NOTE: All positions are for 4 year terms unless otherwise noted; appointment requires taking an oath of office; meeting days and times are in parentheses below:

- ☐ Commission on Aging (4th Thursday at 10:00 a.m.)
- ☐ Beautification Committee (3rd Thursday at 10:00 a.m.)
- ☐ Historic Preservation Advisory Committee (3 year term; meets on an as needed basis)
- ☐ Measure R Independent Citizens' Oversight Committee (3 year term; meets quarterly, 4th Wednesday at 6:00 p.m.)
- ☐ Parks and Recreation Commission (Every other month, 2nd Wednesday at 6:00 p.m.)
- ☐ Planning Commission (2nd Thursday at 6:00 p.m.)*
- ☐ Public Safety Committee (Every other month, 4th Monday at 6:00 p.m.)
- ☐ Youth Commission (adult mentor) (1st Monday at 6:30 p.m.)**
- ☐ Youth Commission (student member) (1st Monday at 6:30 p.m.)
- ☒ Other Sacramento Environmental commisson

* Requires filing of annual Statement of Economic Interests with the FPPC; all filings are considered to be public records

** Requires Live Scan fingerprinting

Registered Voter	Resides within Galt City Limits	Resident of Galt High School District
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

I hereby certify that all statements in this application are true and correct to the best of my knowledge. I understar that any falsifications or omissions may be cause for disqualification. I understand that any and all information ma be verified. I understand that this document is a public record to disclose under the Public Records Act.

SIGNATURE: Robert T. Wilson DATE: 4-28-26 4-6-26

For information contact: clerk@cityofgalt.org or 209-366-7130 x7

RETURN THIS FORM TO: City Clerk, City of Galt, 380 Civic Drive, Galt, CA 95632

THIS APPLICATION MUST BE COMPLETED. NO OTHER ATTACHMENTS ARE ACCEPTED

List any other boards, commissions, or committees on which you have served, and the year(s) of service:
city of Galt Aging commission 2-21 to 2-24.
Helping Hand Association. Board member & chair of marketing 5-24 to now.

List any organizations to which you belong (community, service, professional, technical):
Rotary club volunteer & member. St. Martin Foundation volunteer. Stella club member for over 50 years. National Trust for Historical Presetvation member. Galt Senior Research marketing manager. Sunshine Food Pantry volunteer. Galt Chamber member & volunteer. Received Galt Chamber of Commerce Ambassador of the year award for 2023. Galt Senior Holiday Luncheon volunteer. Galt Parks & Recreation Produce booth volunteer. Old Town Galt Festival Planning Team member. Senior Bingo volunteer. 180 Teen center volunteer in Lodi. Clean Start volunteer for years. Galt Historical Society member & volunteer. Cat Show volunteer.

Please state: 1) the reasons you would like to be a member of this committee/commission; and 2) any additional qualifications that you have to contribute to this position:
I would like the County to move forward plans for new green technology efforts. We all need to assist SMUD in meeting their SMUD 2030 objectives. I believe in science, technology & climate change. I believe in practicing what you preach. Our home is all electric. We have an electric stove, Air/Heat pump, water heater, whole house fan and solar attic fan. Being the owners of a Hybrid car since 2017. All our lawns have been removed. The new landscaping has took, both the front & backyard. resistant plants A drip system is in both. Also we have two battery storage portable units. Along with some energy efficient windows. I'm a big advocate of preserving old businesses & down towns. By working together we can promote more pathways, trails, bike paths, monuments Countywide. A large factor should be protecting rivers, streams and waterways. All members of the community need to work to expand improved rail, buses and all modes of transportation. Sacramento County is moving in the green economy. I'm ready to help with outreach & community input. Many exciting projects need to move forward. I would like the opportunity to assist.

THIS APPLICATION MUST BE COMPLETED. NO OTHER ATTACHMENTS ARE ACCEPTED

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No. 11691 – A Resolution Approving a Policy for Remote Participation in City Council Meetings in Compliance with Senate Bill 707
FROM:	City Clerk's Department City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council approve Resolution No. 11691 - A Resolution Approving a Policy for Remote Participation in City Council Meetings in Compliance with Senate Bill 707.

BACKGROUND / ISSUE

The Ralph M. Brown Act (Government Code Sections 54950–54963) is California's foundational open meetings law, guaranteeing the public's right to observe and participate in the deliberations of local legislative bodies. The Brown Act has long required that meetings of the City Council be held at a physical location open to the public, with public comment opportunities.

In October 2025, Governor Newsom signed Senate Bill 707 (SB 707) to address remote participation for "eligible legislative bodies" (which includes the Folsom City Council). Under the new law, cities are now required to provide a "hybrid" meeting format that allows the public to actively participate via two-way telephonic or audiovisual platforms in addition to traditional in-person participation.

POLICY / RULE

Government Code Section 54953.4, which was added by SB 707, provides the legal framework for the proposed policy. The statute requires a local agency's legislative body to allow members

of the public to participate remotely using a two-way telephonic or audiovisual platform. The statute also requires eligible legislative bodies like the City of Folsom to take the following actions in open session, not on the consent calendar:

1. Adopt a written policy governing remote public participation, approved by the legislative body by a majority vote;
2. Include in the policy the means by which the public may remotely address the legislative body and the procedures for recessing and reconvening a meeting in the event of disruption of telephonic or internet service during a meeting of the legislative body and the efforts that must be taken to attempt to restore the service;
3. Post the policy on the agency's website;
4. Include in each meeting agenda: (1) the physical address of the meeting location; and (2) instructions and links for accessing the telephonic and/or audiovisual platform;
5. Provide access to the remote participation platform without requiring payment or subscription fees by members of the public;
6. Ensure that the platform allows two-way communication so that members of the public can provide public comment;
7. Apply public comment time limits equally to in-person and remote participants;
8. Make good-faith efforts to restore service if a technology failure prevents remote public access, including a one-hour recess before reconvening open session; and
9. Adopt specified findings by roll call vote before resuming open session if remote access cannot be restored after a technology failure.

ANALYSIS

Overview of the Proposed Policy

The proposed City of Folsom Policy for Remote Public Participation in City Council Meetings has been prepared by the City Clerk's Department in consultation with the City Attorney's Office. The policy is structured to satisfy the requirements of Government Code Section 54953.4 and SB 707 and to establish clear procedures for the City Clerk's office to administer hybrid meetings. The key provisions of the policy are summarized below.

Remote Access and Platform Requirements

The policy requires the City to provide a two-way telephonic and/or audiovisual platform that enables members of the public to address the Council during public comment periods. Consistent with SB 707, use of the platform will be free of charge to participants. Access instructions and links will be included on every meeting agenda and posted on the City's website, ensuring that members of the public can readily locate and use the remote access option.

Public Comment Procedures

The policy establishes equitable procedures for public comment by both in-person and remote participants:

1. Time limits for public comment (typically three minutes per speaker) apply equally to in-person and remote speakers, consistent with the requirements of Section 54953 and Section 54954.3.
2. Remote participants wishing to address the Council will use the 'raise hand' or equivalent feature of the platform. The City Clerk or designee will monitor the platform queue and recognize speakers in order received.
3. The presiding officer or City Clerk will alternate between in-person and remote speakers where feasible, ensuring equitable access regardless of the method of participation.

Disruption Management and Platform Controls

The policy establishes a progressive discipline protocol for disruptive conduct, applicable equally to in-person and remote participants. The protocol provides for:

1. A first warning identifying the disruptive behavior and requesting compliance;
2. A final warning advising that continued disruption will result in removal or disconnection; and
3. Removal (for in-person participants) or disconnection (for remote participants), with no permission to rejoin for the remainder of the meeting.

The policy also authorizes the presiding officer to bypass the warning process and proceed to immediate removal or disconnection in cases involving threats of violence, imminent threats to public safety, severe or pervasive disruption, or repeat offenders previously provided a second warning or removed.

The City Clerk or designee is authorized to mute remote participants not recognized to speak and to disable video for participants displaying inappropriate visual content. These controls must be applied uniformly and without regard to viewpoint, consistent with constitutional protections for public comment.

Technology Failure and Meeting Continuity

The policy addresses the statutory requirements of SB 707 regarding equipment and/or technology failures.

If a disruption of telephonic or internet service occurs during the meeting, the City Council shall recess the open session of the meeting and make a good faith attempt to restore the service. The City Council may meet in closed session during this period. The City Council shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

Upon reconvening the open session, if telephonic or internet service has not been restored, the City Council shall – before continuing the meeting - adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made and that the public interest in continuing the meeting outweighs the public interest in remote public access. If such a finding is not made, the meeting must be adjourned.

Technical difficulties affecting only an individual participant's personal equipment will not require suspension of the meeting. An individual disconnected during their comment due to their own technical difficulties will be given an opportunity to reconnect and complete their allotted comment time.

Compatibility with In-Person Participation

The policy expressly preserves and protects the public's right to attend and participate in City Council meetings in person. Remote participation is offered as an additional option to expand access; it does not diminish or replace the opportunity for in-person attendance. The public comment and disruption management procedures apply equally to in-person and remote participation.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of this policy. However, implementing the remote access requirements of SB 707 – particularly with an eye towards avoiding technical failures - requires an update to the Council Chambers' audiovisual equipment. City staff has been working with Sacramento Metro Cable Commission staff to utilize PEG grant funds for the necessary upgrades to avoid impacts to the City's General Fund.

ATTACHMENTS

1. Resolution No. 11691 - A Resolution Approving a Policy for Remote Participation in City Council Meetings in Compliance with Senate Bill 707

2. City of Folsom Policy for Remote Participation in City Council Meetings

###

Attachment 1

RESOLUTION NO. 11691

A RESOLUTION APPROVING A POLICY FOR REMOTE PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS IN COMPLIANCE WITH SENATE BILL 707

WHEREAS, the Ralph M. Brown Act (Government Code Sections 54950–54963) ensures the public's right to observe and participate in the deliberations of local legislative bodies; and

WHEREAS, in October 2025, Governor Newsom signed Senate Bill 707 (SB 707), mandating that eligible legislative bodies provide a hybrid meeting format for the public, allowing for both in-person and remote participation via two-way telephonic or audiovisual platforms; and

WHEREAS, the City of Folsom remains committed to transparency, accessibility, and expanding opportunities for public engagement while maintaining the orderly conduct of public meetings; and

WHEREAS, staff has developed a policy to satisfy the requirements of Government Code Section 54953.4, as added by SB 707; and

WHEREAS, this policy establishes equitable procedures for public comment, ensuring that remote and in-person participants are granted equal time limits and access to be heard by the City Council; and

WHEREAS, the policy includes a progressive discipline protocol to manage disruptive conduct by in -person or remote participants and specific "good-faith" restoration procedures that apply in the event of a technology failure, as required by state law; and

WHEREAS, the adoption of this policy does not diminish the public's right to attend meetings in person, but rather offers remote participation as an additional option to enhance accessibility for all members of the community.

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

1. Adoption. The City Council hereby approves and adopts the "City of Folsom Policy for Remote Public Participation in City Council Meetings."

2. Effective Date. This policy shall take effect immediately.

3. Implementation. The City Clerk is authorized to implement the administrative procedures and technical controls necessary to conduct hybrid meetings in accordance with this policy and the Brown Act.

4. Public Notice. The City Clerk shall ensure that all meeting agendas and the City's website provide clear instructions for remote public access in compliance with the provisions of this policy and the Brown Act.

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

City of Folsom Policy for Remote Public Participation in City Council Meetings

Effective Date: [date adopted]
Authority: California Government Code Section 54953.4

I. PURPOSE

This policy establishes procedures for remote public participation in City Council meetings in compliance with the requirements of SB 707 and to ensure transparency, accessibility, and the orderly conduct of meetings while providing expanded opportunities for public engagement.

II. GENERAL PROVISIONS

A. Remote Public Participation Authorized

Members of the public may participate remotely in City Council meetings through telephonic and/or audiovisual means as provided by this policy. Remote participation includes the ability to observe meetings and provide public comment without physically attending the meeting location.

B. In-Person Participation

Nothing in this policy shall be construed to limit or discourage in-person public participation. Members of the public may attend and participate in meetings at the physical meeting location.

III. REMOTE ACCESS METHODS

A. Remote Access Platform

1. The City shall provide remote public access via a two-way telephonic and/or audiovisual platform that allows members of the public to hear the meeting and address the Council.
2. The platform shall be accessible without requiring payment or subscription fees.
3. Instructions for accessing the telephonic and/or audiovisual platform shall be included on each meeting agenda and posted on the City's website.

B. Agenda Posting Requirements

Each agenda shall include:

1. The physical address of the primary meeting location
2. Instructions and links for accessing the telephonic and/or audiovisual remote participation platform

IV. PUBLIC COMMENT PROCEDURES

A. General Public Comment Rules

1. Public comment time limits shall apply equally to in-person and remote participants (typically 3 minutes per participant, unless modified by the Mayor or Council).
2. Participants may be requested to identify themselves by name before providing comments.
3. Public comments shall be directed to the Council and shall relate to matters within the Council's jurisdiction.
4. Comments shall be courteous and respectful; profanity, personal attacks, and threatening language are prohibited whether the participant is participating in-person or via remote access.

B. Remote Public Comment Process

1. **Remote Participants:**
    a. Participants wishing to provide public comment shall use the "raise hand" or similar feature on the platform
    b. The City Clerk or designee shall monitor the platform and recognize participants in the order received
    c. Participants will be muted after their comments are concluded.

C. Order of Public Comment

1. All participants wanting to speak on an agenda item shall have the opportunity to do so, consistent with the terms of this policy.
2. The presiding officer or City Clerk may alternate between in-person and remote participants when feasible to ensure equitable access.
3. If there are no participants from one format (in-person or remote), all participants from the available format will be recognized.
4. The presiding officer retains discretion to adjust the order of participants to accommodate timing or technical issues.

V. DISRUPTION MANAGEMENT

A. Prohibited Conduct

The following conduct is prohibited and constitutes disruption of the meeting:

1. Using profane, threatening, abusive, or obscene language
2. Making personal attacks against Council members, staff, or members of the public
3. Speaking out of turn or refusing to yield when time has expired
4. Engaging in excessive or prolonged outbursts, such as clapping, yelling, chanting, or booing
5. Displaying visual images, screen sharing, or gestures that are obscene, harassing, or disruptive
6. Using virtual backgrounds or profile images that contain offensive or discriminatory content, or content that violates the terms of this policy
7. Playing music, videos, or other audio that disrupts the meeting
8. Repeatedly interrupting participants or the Council's deliberations
9. Impersonating another person or using false identification
10. Engaging in intentional technological disruption
11. Refusing to comply with meeting rules and procedures after warning

B. Progressive Discipline Protocol

The presiding officer shall use the following progressive approach when addressing disruptive behavior:

1. **First Warning:**
    a. Identify the disruptive behavior and the participant or group engaging in the disruptive behavior
    b. Request immediate compliance with meeting rules
    c. Explain that continued disruption will result in removal/disconnection
2. **Second Warning (Final Warning):**
    a. State that this is the final warning
    b. Advise that the next disruption will result in immediate removal or disconnection of the participant or group engaging in the disruptive behavior for the remainder of the meeting.
    c. Advise the participant that they may be immediately removed, without warning, if they have been warned, received a second warning, or removed at a previous meeting for similar conduct.

3. **Removal/Disconnection:**

    a. Order the immediate removal (for in-person participants) or disconnection (for remote participants) of the individual or group from the meeting

    b. The individual shall not be permitted to rejoin or reconnect for the remainder of the meeting

C. Immediate Removal or Disconnection

The presiding officer may skip the warning process and immediately order removal or disconnection without prior warning when:

1. The disruption involves threats of violence or actual violence
2. The conduct poses an immediate threat to public safety or order
3. The disruption is severe, pervasive, or prevents the meeting from proceeding
4. The individual has been warned or removed at a previous meeting for similar conduct

D. Muting and Video Controls

1. The City Clerk or designee may mute all participants except the person recognized to speak.
2. Participants who are not currently speaking may be required to keep their microphones muted.
3. The City Clerk or designee may disable video feed for participants displaying inappropriate visual content.
4. These controls shall be applied uniformly and not based on viewpoint.

VII. MEETING CONTINUITY

A. Technical Difficulties – City Equipment

1. If a disruption of telephonic or internet service occurs during the meeting, the City Council shall recess the open session of the meeting and make a good faith attempt to restore the service. The City Council may meet in closed session during this period. The City Council shall not reconvene the open session of the meeting until at least one hour following the disruption, or until a level of telephonic or internet service sufficient to allow remote participation via a two-way telephonic service or a two-way audiovisual platform is restored, whichever is earlier.

2. Upon reconvening the open session, if telephonic or internet service has not been restored, the City Council shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made and that the public interest in

continuing the meeting outweighs the public interest in remote public access. If the City Council does not adopt such a finding, the meeting shall be adjourned.

B. Technical Difficulties – Individual's Equipment

1. If an individual is disconnected during their comment due to technical difficulties of their personal equipment, they will be given the opportunity to reconnect and complete their comment time.
2. Technical difficulties affecting solely individual participants shall not require the meeting to be continued or suspended.

VIII. IMPLEMENTATION AND REVIEW

A. Effective Date

This policy shall take effect upon approval by the City Council in Open Session.

B. Review / Amendments

This policy shall be reviewed and updated as necessary to ensure compliance with state law and best practices and may be amended by resolution of the City Council.

###

Adopted by the City Council on [Date] by Resolution No. 11691

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11694 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review and Density Bonus Application for the Sutter Lofts Project Located at 807 and 809 Sutter Street and Determination that the Project is Exempt from CEQA
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

The Historic District Commission held a public meeting for the project on September 2, 2026. During the meeting, the Commission recommended the addition of Condition 29 requiring that the property owner/applicant notify tenants of the Sutter Street 3-hour parking restriction, which is reflected in Attachment 3 of this report. Staff recommends that the City Council take the following action confirming the Commission's decision:

1. Approve Resolution No. 11694 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review and Density Bonus Application for the Sutter Lofts Project Located at 807 and 809 Sutter Street and Determination that the Project is Exempt from CEQA.

BACKGROUND / ISSUE

The applicant is requesting approval for design review application for a six (6) unit, 4,374 square-foot rear apartment building located at 807 and 809 Sutter Street, as discussed in the attached Staff Report.

POLICY / RULE

Folsom Municipal Code (FMC) Section 17.52.300 requires that all new office, industrial, commercial, and residential structures undergo design review by the Historic District Commission. However, as a result of the recent litigation, all entitlements in the Historic District are being submitted to City Council for final approval.

Government Code Section 65589.5, known as the Housing Accountability Act (HAA), limits the City's authority to deny or reduce the density of a proposed housing development project without

making specific findings. The City cannot deny a housing development project unless the project has been determined to have a specific, adverse impact on the public health or safety, and that there is no feasible method to mitigate or avoid this impact satisfactorily other than by disapproving the project or requiring a lower density. Furthermore, the HAA limits the City's discretion to evaluating the project's adherence to objective standards.

FMC Chapter 17.60 states that in the Sutter Street Subarea, a conditional use permit is required for residential projects involving three or more dwelling units. However, Government Code Section 65912.157(a) states that qualifying housing development projects within one-quarter mile of a major transit stop is an allowed use by right. Thus, the project is not subject to the conditional use permit requirement.

FMC 17.102.030(A) states that the City shall grant a density bonus to an applicant or developer of a housing development consisting of five or more dwelling units, who agrees to restrict a certain percentage of units for low-income households. Government Code Section 65915(f) states that in exchange for the maximum 50% density bonus, the project must restrict at least 24% of the base density units for low income households for a period of 55 years.

ANALYSIS

Staff have determined that the project complies with the standards of the Folsom Municipal Code and the Historic District Design and Development Guidelines, as discussed in the attached staff report.

FINANCIAL IMPACT

The project does not impact the General Fund.

ENVIRONMENTAL REVIEW

The project is categorically exempt from environmental review under Section 15303 (New Construction or Conversion of Small Structures) and 15061(b)(3) (Common Sense) of the CEQA Guidelines. Based on staff's analysis of this project, none of the exceptions in Section 15300.2 of the CEQA Guidelines apply to the use of the categorical exemptions in this case.

ATTACHMENTS

1. Resolution No. 11694 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review and Density Bonus Application for the Sutter Lofts Project Located at 807 and 809 Sutter Street and Determination that the Project is Exempt from CEQA.
2. Historic District Commission Staff Report and Attachments, dated September 2, 2026
3. Commission Revised Conditions of Approval, dated September 2, 2026

Submitted,



PAM JOHNS
Community Development Director

Attachment 1

RESOLUTION NO. 11694

A RESOLUTION APPROVING THE HISTORIC DISTRICT COMMISSION'S RECOMMENDATION FOR APPROVAL OF A DESIGN REVIEW AND A DENSITY BONUS APPLICATION FOR THE SUTTER LOFTS PROJECT LOCATED AT 807 AND 809 SUTTER STREET AND DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA

WHEREAS, the Historic District Commission on September 2nd, 2026, held a public meeting on the proposed design review and density bonus application for the Sutter Lofts Project (MSTR26-00054), reviewed the staff report as well as the associated exhibits and attachments, considered public comment, and provided a recommendation to City Council; and

WHEREAS notice has been given at the time and in the manner required by State Law and City Code; and

WHEREAS the Historic District Commission determined that the proposed project would be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15303 and Section 15061(b)(3);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby confirms the recommendation of the Historic District Commission and approves a design review and density bonus application for the Sutter Lofts Project.

This approval is subject to the commission revised conditions of approval presented to the City Council as Attachment 3 and this Resolution is based on the following findings:

GENERAL FINDINGS

A. NOTICE OF PUBLIC MEETING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.

B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN AND ZONING CODE OF THE CITY.

CEQA FINDINGS

C. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND UNDER SECTION 15061 (COMMON SENSE) OF THE CEQA GUIDELINES.

D. NONE OF THE EXCEPTIONS LISTED UNDER CEQA GUIDELINES SECTION 15300.2 ARE PRESENT.

DESIGN REVIEW FINDINGS

E. THE PROJECT IS IN COMPLIANCE WITH THE GENERAL PLAN, APPLICABLE ZONING ORDINANCES, AND THE HISTORIC DISTRICT DESIGN AND DEVELOPMENT GUIDELINES ADOPTED BY THE CITY COUNCIL.

F. THE BUILDING MATERIALS, TEXTURES AND COLORS USED IN THE PROPOSED PROJECT ARE COMPATIBLE WITH SURROUNDING DEVELOPMENT AND ARE CONSISTENT WITH THE GENERAL DESIGN THEME OF THE NEIGHBORHOOD.

DENSITY BONUS FINDINGS

G. THE PROJECT QUALIFIES FOR A DENSITY BONUS IN THAT THE PROJECT IS PROVIDING AT LEAST ONE UNIT FOR LOW INCOME HOUSEHOLDS FOR THE STATUTORILY REQUIRED TIME PERIOD.

H. THE PROPOSED PROJECT QUALIFIES FOR THE REQUESTED PROJECT DENSITY OF 46.2 DWELLING UNITS PER ACRE.

I. THE PROJECT AS CONDITIONED WILL NOT HAVE A SPECIFIC ADVERSE IMPACT UPON THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY OR THE PHYSICAL ENVIORNMENT.

PASSED AND ADOPTED this 8th day of September, 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

AGENDA ITE
Type: Public Meeting
Date: September 2, 2026

Historic District Commission Staff Report

50 Natoma Street, Council Chambers
Folsom, CA 95630

PROJECT INFORMATION

Project Name: Sutter Lofts Project
File Number: MSTR26-00054
Request: Design Review, Density Bonus, and Determination that the Project is Exempt from CEQA

Location: 807 & 809 Sutter Street, Folsom, CA 95630 (APN 070-0103-007-0000)
General Plan Designation: Historic Folsom, Mixed-Use (HF)
Zoning: Sutter Street Subarea (SUT) of the Historic District Zoning District (HD)

Staff Contact: Nathan Stroud, Associate Planner, nstroud@folsom.ca.us, (916) 461-6220
Property Owner: Visione Entrprs LLC; P.O. Box 6493, Folsom, CA 95630
Applicant: Anthony Mull; 108 Sombrero Way, Folsom, CA 95630

Project Summary: The proposed project involves Design Review and a Density Bonus for a six (6) unit, 4,374 square-foot rear apartment building, located at 807 & 809 Sutter Street. The project involves a Density Bonus bringing the total number of dwelling units allowed from four (4) to six (6) units total in exchange for restricting one (1) unit for low income households for a period of at least 55 years. Staff have determined that the project conforms to the objective development standards of the Folsom Municipal Code (FMC), and generally aligns with the design guidelines of the Historic District Design and Development Guidelines (DDGs). This housing development project is only subject to objective standards in accordance the Housing Accountability Act (HAA).

The Historic District Commission will provide a recommendation, and the City Council will take final action.

Recommendation: Move to recommend confirming staff's determination that the Sutter Lofts Project is exempt from CEQA under Section 15303 (New Construction or Conversion of Small Structures) and 15061(b)(3) (Common Sense Exemption), and recommend approval of an application (MSTR26-00054) for Design Review and a Density Bonus for said project at 807 & 809 Sutter Street, based on the findings (Findings A-I), and subject to the conditions of approval (Conditions 1-28) attached to the staff report.

PROJECT DESCRIPTION

Project Setting

The project site contains an existing single story, 2,370 square-foot commercial building built in 1895 on a 5,663 square-foot (0.13 acre) parcel, located in the Sutter Street Subarea of the Historic District. The property is sloped, with a higher elevation along the rear alleyway and a lower elevation along Sutter Street. Currently, four (4) on-site parking spaces are provided along the alley where the project is proposed to be located. The project site abuts two (2) properties listed on the City's Cultural Resources Inventory located at 802 and 806 Figueroa Street. Both involve historic residences located nearest to the Figueroa Street side of their respective properties, greater than 100 feet away from the project site.



Figure 1 – Vicinity Map

Applicant's Request

The applicant, Anthony Mull, is requesting approval for Design Review and a Density Bonus for a six (6) unit, 4,374 square-foot rear apartment building, located at 807 & 809 Sutter Street. Four (4) of the units are proposed to be 600 square-foot studio lofts, and two (2) 987 square-foot one (1) bedroom lofts, each with its own balcony facing Sutter Street. The project involves the use of the State's Density Bonus Law to increase the allowed density by 50%, raising the maximum number of units allowed from four (4) units to six (6) units in exchange to designating at least one (1) unit for low income residents.

No changes to the existing commercial building are proposed as part of this project, and the proposed apartment building would be a standalone building located along the rear alleyway on the property. Due to its location on a downward sloping lot, the apartment building is proposed to be three (3) stories on the downslope facing Sutter Street, and two (2) stories on the upslope facing the rear alleyway.

Policy/Rule

Design Review

Folsom Municipal Code (FMC) Section 17.52.300 states that the Historic District Commission shall review projects involving new office, industrial, commercial, and residential buildings in the Historic District. FMC Section 17.52.330 states that, in reviewing projects, the Commission shall consider the following criteria:

a) Project compliance with the General Plan and any applicable zoning ordinances;

b) Conformance with any city-wide design guidelines and historic district design and development guidelines adopted by the city council;

c) Conformance with any project-specific design standards approved through the planned development permit process or similar review process; and

d) Compatibility of building materials, textures and colors with surrounding development and consistency with the general design theme of the neighborhood.

Additionally, as a result of the recent litigation, all entitlements in the Historic District are being submitted to City Council for final approval.

Housing Accountability Act (HAA)

Government Code Section 65589.5, known as the Housing Accountability Act (HAA), limits the City's authority to deny or reduce the density of a proposed housing development project without making specific findings. Pursuant to Gov. Code section 65589.5(j)(1), to deny a qualifying housing development project or condition its approval to develop at a lower density, the local agency must determine that:

1. The project would have a specific, adverse impact on public health or safety; and
2. There is no feasible method to mitigate or avoid this impact satisfactorily, other than by disapproving the project or requiring a lower density.

A "specific adverse impact" is defined as a "significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards" (Gov. Code Section 6589.5(j)(1)(A)).

Furthermore, the HAA limits the City's discretion to evaluating the project's adherence to objective standards. Objective means "involving no personal or subjective judgment by a public official and … uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant … and the public official".

Conditional Use Permit

FMC Chapter 17.60 states that in the Sutter Street Subarea, a conditional use permit is required for residential projects involving three or more dwelling units. However,

Government Code Section 65912.157(a), if a housing development project is located within one-quarter (0.25) mile of a Tier 2 transit stop (e.g., light rail station), it qualifies as a transit-oriented housing development project and is an allowed use. Additionally, to qualify, the housing development needs to include at least five (5) units, have a density greater than 30 dwelling units per acre, and meet the minimum density requirements. As this project is within one-quarter (0.25) mile of the Historic Folsom Light Rail Station, consists of six (6) units at a density of 46.2 dwelling units per acre, and exceeds the minimum density requirements, this transit-oriented housing development project is an allowed use by right and not subject to the conditional use permit requirement.

Density Bonus

FMC 17.102.030(A) states that the City shall grant a density bonus to an applicant or developer of a housing development consisting of five or more dwelling units, who agrees to provide the following:

a. At least ten percent of the total units of a housing development for low-income households; or

b. At least five percent of the total units of a housing development for very low-income households; or

c. A senior citizen housing development.

All density calculations resulting in fractional units shall be rounded up to the next whole number.

Government Code Section 65915(f) provides the percentage density bonus allowed based on the number of units restricted for low or very low-income households. In exchange for the maximum 50% density bonus, the project proposes to restrict at least 24% of the base density units for low income households for a period of 55 years. The allowable base density permits a maximum of four (4) units; by requiring one (1) unit to be deed-restricted for low-income households in exchange for a two (2) unit (50%) density bonus, the project is able to develop for a maximum of six (6) units total.

ANALYSIS

General Plan Consistency

The General Plan land-use designation of the project site is Historic Folsom, Mixed-Use (HF). The following table shows applicable General Plan goals/policies:

General Plan Policies (2035)	
Goals/Policies	**Description**
LU 1.1.12 (Infill Development)	Respect the local context. New development should improve the character and connectivity of the neighborhood in which it occurs. Physical design should respond to the scale and features of the surrounding community, while improving critical elements such as transparency and permeability.
LU 2.1.1 (Historic Folsom)	Maintain the existing street fabric and pattern and enhance the tourist-oriented, historic commercial uses in the Historic Folsom commercial areas to preserve the unique character of Folsom's historic center and support local business.
LU 6.1.3 (Efficiency through Density)	Support an overall increase in average residential densities in identified urban centers and mixed-use districts. Encourage new housing types to shift from lower-density, large-lot developments to higher-density, small-lot and multifamily developments, as a means to increase energy efficiency, conserve water, reduce waste, as well as increase access to services and amenities (e.g., open space) through an emphasis of mixed uses in these higher-density developments.
NCR 5.1.6 (Historic District Standards)	Maintain and implement design and development standards for the Historic District.
H-3.6 (Density Bonus)	The City shall continue to make density bonuses available to affordable and senior housing projects, consistent with State law and Title 17 of the Folsom Municipal Code.

The project involves the addition of a six (6) unit apartment building on an existing commercial property. The Historic Folsom Mixed-Use (HF) General Plan Designation specifies a Floor-Area-Ratio (FAR) between 0.5 and 2.0. As the project site involves a 4,374 square-foot proposed new apartment building and a 2,370 square-foot existing commercial building on a 5,663 square-foot parcel, the FAR of the project as proposed is 1.19, wihtin the specified FAR. Furthemore, the HF General Plan designation allows for a density of between 20 and 30 dwelling units per acre (DU/Ac). The project's density is ~46 DU/Ac, exceeding the requirements of the HF General Plan designation; however, the project is seeking a density bonus due to the inclusion of afforable housing units, as discussed further in the Density Bonus section of the analysis.

As discussed later in this report, the project complies with the objective development standards of the FMC 17.52.510, and generally meets the guidelines of the Historic District Design and Development Guidelines, consistent with General Plan Policy NCR 5.1.6. The project maintains the existing street fabric and pattern, in accordance with General Plan Policy LU 2.1.1, due to its front façade design, which is compatible with

other developments on Sutter Street, and due to its substantial front setback, which minimizes visual impacts from Sutter Street. Additionally, the project's scale and architectural design are compatible with the surrounding character and context of the Sutter Street Subarea in accordance with General Plan Policy LU 1.1.12. The project is also consistent with General Plan Policy LU 6.1.3 by proposing a small-lot, high density multifamily development within a mixed-use district, providing alternative housing options to traditional lower-density single-family residences for lower income workers. Furthermore, the compact design also efficiently uses local infrastructure, roads, and services and the location in a mixed-use district provides greater access to services and amenities.

For these reasons, the project has been determined to comply with the goals and policies of the Folsom General Plan.

Zoning Consistency

The project site is within the Sutter Street Subarea (SUT) of the Historic District Zoning District (HD). Within this subarea of the zoning district, residential uses are permitted; however, developments containing three or more dwelling units require a Conditional Use Permit (CUP), subject to Historic District Commission review. In accordance with the State's Density Bonus Law (Gov. Code Section 65915), the applicant has requested a waiver of this CUP requirement, as discussed later in this report.

The following table shows how the project relates to applicable development standards:

Sutter Street Subarea Development Standards (FMC 17.52.510)		
	Required	**Proposed**
Setbacks	No Setbacks Required	~0-Foot Side Setbacks; ~5-foot Rear Setback; ~75-foot Front Setback.
Height Maximum	35 Feet	Avg. 34 Feet, 3 Inches.

Per FMC 17.02.110, Building height means the vertical distance measured from the average of the highest and lowest point of that portion of the lot covered by the building to the highest point of the roof, ridge, or parapet wall. Measuring the proposed project to the highest parapet, the project on average is approximately 34 feet, 3 inches tall. As such, the project is within the maximum 35-foot height limit.

Overall, the project has been determined to satisfy the objective use and development standards of the Sutter Street Subarea (SUT) of the Historic District Zoning District (HD) outlined in the Folsom Municipal Code.

Historic Context

Background

The existing commercial building at 807 & 809 Sutter Street was originally built in approximately 1895 according to Sacramento County records. The property is not a listed historic resource in the local, state, or national registers of historic places, and has not been previously evaluated for eligibility.

The project does not propose to modify the existing commercial building, and instead will construct a new apartment building in undeveloped space at the rear of the property, preserving the existing commercial building.

Design Review

Housing Accountability Act (HAA) (Government Code Section 65589.5)

Under the provisions of the HAA, only objective design and development standards can be used when reviewing the design of a multi-family housing development project. In this context, “objective” means “involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official”. Furthermore, the City also cannot deny or reduce the density of the project, unless the project has been found to have a specific, adverse impact on public health or safety.

As a result, while staff have provided an analysis of the project’s consistency with the Historic District Design and Development Guidelines (DDGs) in this staff report below, failure to comply with the guidelines cannot constitute a basis for denial of the project or for modifications that would reduce the number of units or project density or render the project infeasible for the development of low-income units.

Architectural Design

The Sutter Street Subarea encompasses Folsom’s original commercial district, featuring a mix of architecture representative of the 1860s through the early 1900s. Since Folsom, like many towns of its era, was prone to fires, most surviving historic buildings were constructed of fire-resistant materials, such as brick, masonry, and stucco. The predominant building form was the Western False-Front style, characterized by the use of a raised parapet to give the appearance of a taller structure and often concealed a gabled roof to give a flat top appearance.

In recognition of this common form of construction, the Historic Commercial Design Criteria of the DDGs generally encourage that new construction be compatible with the subarea it is in, using buildings on the same street and the predominant style of the subarea for comparison. The design criteria also state that the use of brick veneer is acceptable, and that the use of wood panels and moldings may be appropriate for some

buildings.



Figure 2 – Project Rendering (Front / Rear)

The proposed apartment building, as shown in Figure 2 above, is proposed to have a brick veneer façade facing Sutter Street, and have board and batten siding for the side and rear elevations. A rooftop parapet conceals the rooftop equipment, faux windows are proposed on the side elevations to add detailing, and each unit is proposed to have a balcony with black wrought iron railings, French double doors, and traditional detailing for the platform. The rear elevation includes vertically proportioned windows, gooseneck lighting, and a concealed integrated trash enclosure. The subsequent sections of this report analyze how each architectural element compares to the guidelines of the DDGs.

Generally, the project incorporates many of the same elements used by the Whiskey Row Lofts (905 Sutter Street), including the use of faux windows on the side, a brick veneer front façade, and similar balcony design. The project also includes design elements to better match the existing commercial building at the property, including using the same window frame colors, the use of a brick front façade, and similarly styled windows and French double doors. A photo comparison of the projects design elements with existing buildings in the Sutter Street Subarea have been provided in Attachment 5.

Under the Housing Accountability Act (HAA), staff cannot require design revisions that are not codified as objective design standards; however, staff did provide preliminary recommendations to increase the project's historic compatibility. The applicant voluntarily incorporated several of these suggestions, including removing the original accent metal paneling, redesigning alley windows with vertical proportions and gridded panes to match the existing commercial building, replacing balcony sliding doors with French double doors, using a more decorated cornice for the front parapet, adjusting the color scheme, and matching frame colors to the existing commercial building. A comparison between the original and the revised renderings are provided in Figure 3 below. As proposed, the project is considered compatible with the Sutter Street Subarea.



Figure 4 – Project Rendering (Original and Revised)

Historic Commercial Design Criteria Guidelines (Appendix D, Section B)

The property is located in the Sutter Street Subarea, and the Historic Commercial Design Criteria section of the DDGs apply. This section is intended more to provide guidelines for commercial design, however some guidelines applicable to residential projects are included. Generally, in section B.2 of the design criteria, new construction projects are encouraged to be designed with respect to historic architectural design, drawing influence from existing adjacent buildings on Sutter Street.

Regarding massing and form, Section B.11 of the design criteria states that the historic pattern of the district is that building widths imitate the typical 40-foot frontage of a typical Judah Lot, and break up the massing for sites with greater than 40-foot frontages. Since this site has 40 foot of frontage, the full 40-foot width of the building is considered compatible with the intent of the design criteria.

Regarding upper floor windows, Section B.5 of the design criteria generally encourages that windows be vertically proportioned to be consistent in design with a historical prototype of a double-hung window. Based on recommendations by staff, the project has been adjusted to ensure that the rear upper story windows are vertically proportioned and include a horizontal grid to give the appearance of a double hung window to increase consistency with this requirement.

Regarding entries for residential complexes, Section B.8 of the design criteria states that generally the main entry should be clearly identified and relate directly to the main street frontage. However, to avoid making modifications to the existing commercial building, which was built in 1895, the project proposes to locate the apartment building along the rear of the property and have the main entry be from the alley. Staff recognizes the challenges of modifying the existing commercial building to comply with this guideline and supports the proposed rear main entry as it effectively preserves the existing commercial building.

Regarding roof forms, Section B.14 of the design criteria states that roof parapets should be used to screen roofing, rooftop elements, and rooftop mechanical equipment. Furthermore, new buildings are generally encouraged to maintain the predominant building shape of the area. The project proposes using a parapet which will screen rooftop equipment and a dedicated solar panel area, and the building shape is generally compatible with other buildings in the Sutter Street Subarea in conformity with this section of the design criteria. Furthermore, the project provides a decorated cornice similar to other buildings on Sutter Street, as shown in Figure 4 below.



Figure 4 – Proposed Cornice on Parapet

Regarding trash enclosures, Section B.18 of the design criteria states that the preferred trash enclosure arrangement will be a structure that is connected to and integrated with the building through the use of compatible materials and detailing. The project proposes to use an integrated trash enclosure along the rear of the property which, based on recommendations by staff, has been modified to use Hardie board panels for the sides painted to match the “Sage Green” color of the building siding. As proposed, the trash enclosure meets the intent of the design criteria.

Overall, the project appears to meet nearly all of the applicable guidelines for a new construction residential project, with the exception of the location of the main entry, as provided in the Historic Commercial Design Criteria of the DDGs.

Colors and Materials

The Building Materials Palette of the DDGs provides a list of what is considered appropriate or inappropriate materials for certain building elements. The table below shows whether the proposed exterior materials are considered appropriate:

Building Materials Palette (Appendix D of DDGs)		
Building Element	**Proposed Materials**	**Appropriate / Inappropriate**
Exterior Walls	Brick Veneer Siding (Front Façade)	Appropriate
	Board and Batten Siding (Side and Rear)	Appropriate
	Horizontal Lap Siding (Interior Hallway)	Appropriate
Porches and Railings	Black Wrought Iron Railings	Appropriate
Window Frames	Aluminum-clad wood frames	Appropriate

Although the DDGs do not provide specific color recommendations for buildings in the Historic District, the project was compared with other buildings in the vicinity to determine compatibility. Staff's findings are provided in the table below:

Color Scheme Compatibility		
Building Element	**Proposed Colors**	**Compatibility**
Exterior Walls	Red Brick (Front Façade)	Consistent with Existing Commercial Building
	"Sage Green" Siding with Darker Accent Color for Trim (Side and Rear)	Similar Color as used at 727 Sutter Street
	Black Faux Window Shutters	Similar Color as used on Whiskey Row Lofts (905 Sutter Street)
Window Frames	Burgundy Colored Window Frames	Consistent with Existing Commercial Building
Balcony Railings	Black Wrought Iron Railings	Similar Color as used for railings on Whiskey Row Lofts (905 Sutter Street)

Overall, staff have determined that the proposed project's colors and materials are consistent with the DDGs as well as compatible with both the existing commercial building as well as with surrounding buildings.

Visual Impact

Set back approximately 75 feet from Sutter Street and located behind an existing single-story commercial building, the proposed apartment project will have minimal visual impacts to the Sutter Street streetscape, as shown in Figure 5 below. Figure 6 shows how the building will look to pedestrians on Leidesdorff Street and also shows that the building's height is similar to adjacent buildings near the Sutter and Wool Street intersection. Additionally, the proposed brick front façade complements the existing streetscape, where brick exteriors are common. Overall, staff have determined that the project would not adversely impact the Sutter Street streetscape due to its limited visibility and complimentary brick exterior façade.

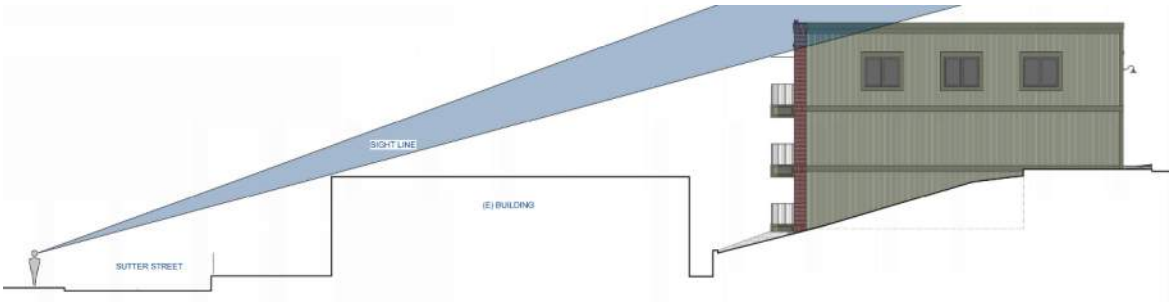


Figure 5 - Sight Line from Sutter Street



Figure 6 - Rendering of View from Leidesdorff Street

Parking Requirements

Pursuant to Government Code Section 65863.2 (AB 2097), parking is not required for developments located within one-half (0.5) mile of a major public transit stop. Due to its location near the Historic Folsom Light Rail Station, the project is not subject to minimum parking requirements.

Two (2) dedicated parking spaces are proposed to be provided on-site, and other residents are anticipated to utilize alternative modes of transportation, such as the light rail station, and/or use existing public parking facilities in the vicinity. Condition 27 has been provided reiterating the prohibition on parking in the alleyway, in accordance with FMC 10.20.220.

Utilities

Overhead utility lines currently cross the project site from the alley to serve the existing commercial building on the property, and water and sewer lines are accessible from Sutter Street and one sewer line is accessible from the rear alley.

The project proposes to underground the overhead utility lines which will serve both the existing commercial building and the proposed apartment building. Sewer access is proposed to be from the alley, and water is proposed to be accessed from Sutter Street.

After review by the Utilities Department, Conditions 18 and 19 have been provided to specify requirements for the utility connections. This includes, but is not limited to, restoration work to the Sutter Street sidewalk and curb if these improvements are impacted by the utility work, and that the connections be made in accordance with City standard construction specifications and design standards. Condition 20 has also been

provided requiring coordination with utility companies for development of the project.

Drainage

The project site topography is sloped towards Sutter Street, and surface flow currently drains into an existing drainage inlet on the property. The project proposes directing rooftop collection to drain into the alley while the remaining drainage would be directed to the existing drainage inlet on the property. The alley currently slopes towards Decatur Street, with a surface drain to collect rainwater. After review, staff of the Utilities Department had no concerns with the drainage on the property.

Staff have included Condition 26, a standard requirement prohibiting drainage across property lines onto adjacent parcels, unless authorized by a dedicated drainage easement.

Signage

Signage within the Sutter Street Subarea is regulated by the general Sign Code in FMC 17.59, as modified by the specific subarea sign requirements in FMC 17.52.510(E). While FMC 17.52.510(E) primarily regulates commercial signs and generally prohibits neon and internal illumination, it lacks specific standards for residential signage. As such, staff applied the citywide base sign standards under FMC 17.59 for this project.

FMC 17.59.040(D) states that for multifamily residential uses, one externally illuminated or non-illuminated wall sign is allowed, not to exceed 40 square-feet, not to project more than 18 inches from the building wall, and not to exceed 75% of the width of the building frontage. Furthermore, the signs generally should match the architectural style of the complex.

The project proposes using two (2) wall signs, one (1) on each of the front and rear elevations, constructed of individual letters colored black. In terms of size (apprx. 9.5 sq ft each), width (apprx. 33% of frontage), and projection (<2 inches), the signs meet the standards of the Sign Code. However, the project would need to reduce the number of wall signs to one (1) wall sign. Staff have no concerns with the design, which is similar to the wall signage used for Sutter Court and the Whiskey Row Lofts at 905 Sutter Street. Staff have provided Condition 28 requiring that the project submit for a sign permit and revise their proposed signage to comply with the requirements of FMC 17.52.510 and FMC 17.59.

Density Bonus

FMC 17.102 (Density Bonus and Other Developer Incentives) and Government Code Section 65915 (Density Bonus and Other Incentives) states that a density bonus shall be granted to an applicant or developer of a qualifying housing development project who agrees to restrict a portion of the total units of the housing development for low-income households. California Density Bonus Law requires that, in exchange for the maximum

50% density bonus, a 55 year restrictive covenant be placed on at least 24% of the base density units to restrict them for low-income households.

The project site has a maximum base density of 30 dwelling units per acre (DU/Ac), resulting in a maximum of four (4) units allowed. By requiring one (1) of the four (4) base density units (25%) to be deed-restricted for low-income households, the project would qualify for a 50% density bonus for two (2) additional units, resulting in a maximum of six (6) units total. The proposed density bonus plan is provided in Attachment 4, and Condition 27 states that the project approval is contingent upon deed-restricting one (1) unit for low income households for a period of at least 55 years.

No concessions, incentives, or reductions have been requested as part of the density bonus, however the applicant has requested one waiver from the conditional use permit requirement to develop a three (3) or more unit residential development in the Sutter Street Subarea. After further review by staff, this waiver is not necessary since the project is considered an allowed use by right according to Government Code 65912.157(a) due to being within a one-quarter (0.25) mile of the light rail station, among other requirements.

ENVIRONMENTAL REVIEW

The proposed six (6) unit apartment building is categorically exempt from environmental review under Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines. This section exempts apartments designed for up to six (6) units in urbanized areas, and in this case the project falls within this exemption since it involves six (6) units. (Cal. Code Regs. Tit. 14, § 15303(b).)

For these same reasons, the project is also exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (Cal. Code Regs. Tit. 14, § 15061(b)(3).)

Based on staff's analysis of this project, none of the exceptions in Section 15300.2 of the CEQA Guidelines apply to the use of the categorical exemptions in this case. These exceptions include:

- If there are activities where there is a reasonable possibility that the activity will have a Significant Effect on the environment due to unusual circumstances;
- If there is damage to scenic resources within a Scenic Highway;
- If the project is located on a Hazardous Waste Site;
- If there is a substantial adverse change in the significance of a Historical Resource.

Analysis: Significant Effect

The project is not anticipated to have an unusual or significant impact on the environment,

as this is an infill project located on a developed, urbanized site of a comparable scale to other adjacent developments. There is no possibility that the project would have a significant effect on the environment beyond that of other existing buildings in the vicinity.

Analysis: Scenic Highway

The project site is not located near a scenic highway nor would the project result in damage to scenic resources within a scenic highway.

Analysis: Hazardous Waste Sites

The project site is not listed on the Hazardous Waste and Substances Sites List.

Analysis: Historical Resources

The project site does not contain a historic resource; however, two properties immediately adjacent to the project site to the south are listed on the City's Cultural Resources Inventory, as shown in Figure 7 below. This includes the Historic Higgins Residence at 802 Figueroa Street, and the Historic Gable Residence at 806 Figueroa Street. These properties were included on the City's inventory due to the historic value of the main residences located along Figueroa Street. Along the alley, 802 Figueroa Street has a secondary house constructed in 2007, and 806 Figueroa Street has a detached garage constructed in the 1990s with an above-garage unit constructed in 2000. Neither of these accessory structures contribute to the value of either historic resource.

In assessing impacts, staff evaluated the potential visual impacts to these historic resources. Due to the screening provided by the ADU and the secondary home located on each of the historic properties, and due to the distance between the project site and the historic residences (>110 feet), visual impacts to the historic residences are anticipated to be very limited. Furthermore, since the project is approximately the same height as existing adjacent commercial buildings, it has been determined that there would be a non-substantial change to the existing visual setting to adjacent historic properties. Overall, staff have determined that the project would not have a substantial adverse impact on the historic significance of adjacent locally listed historic resources.



Figure 7 – Locally Listed Historic Properties (Red) and Project Site (Yellow)

PUBLIC NOTICING AND OUTREACH

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Legal advertisement of the meeting was posted at the project site and mailing adjacent property owners at least five (5) days prior to the meeting that met the requirements of FMC Section 17.52.320.

Heritage Preservation League Comments

On August 16, 2026, the Heritage Preservation League (HPL) provided a letter providing comment on the project, which is included as Attachment 7. The letter expressed concerns with the building height being too tall, accessibility, and provided recommendations for the design.

As discussed earlier in this report, FMC 17.02.110 (Building Height) establishes how building height is measured on a sloped lot. Based on staff's measurements of the project, the project's average building height is 34 feet, 3 inches, which is within the 35-foot maximum height limit. Furthermore, the project's roofline is anticipated to be similar to existing commercial buildings adjacent to the east of the property. The DDGs do not mention any limitation of building heights to increases of one floor increments, and based on staff's assessment, the project meets the objective development standards of the Folsom Municipal Code for building height.

Regarding accessibility, the Building Division was routed a preliminary review of the project and did not express any initial concerns with accessibility. The project is required to comply with the California Building Code, and will be evaluated in depth for compliance with accessibility requirements during the building permit review.

Regarding design recommendations, HPL recommended:

1. Adding a more prominent cornice to the parapet;
2. Modifying color palette;
3. Incorporating additional window grids;
4. Installing a wood gate for the trash enclosure; and
5. Using brick and stucco instead of board and batten siding.

As noted earlier in this report, under the Housing Accountability Act (HAA), design recommendations or guidelines that are not objective and codified are voluntary and cannot be mandated by the City for a housing development project. Following discussions with staff, the applicant voluntarily revised the project to include:

1. A more decorated cornice and brickwork; and
2. Addition of an accent color to the color palette.

The following other recommendations were not incorporated, and staff have provided an explanation for each item below:

3. Staff support the proposed window grid design, given its consistency with the existing commercial structure, as shown in Attachment 5.
4. City specifications require that metal doors be used on trash enclosures. To limit the enclosure's visual impact, the applicant proposes painting these doors to match the building's exterior colors.
5. Board and batten, and wood siding generally, exists within the Sutter Street Subarea and the DDGs do not prohibit their use. The Fat Rabbit building at 825 Sutter Street uses board and batten siding, and the Folsom Hotel at 703 Sutter Street uses horizontal lap siding. Staff supports the proposed siding because the project utilizes brick along the primary front façade, which is the most visible side from the streetscape, and since the use of brick on only the front façade is consistent with established precedent in the Historic District as seen at Sutter Court and Whiskey Row Lofts, as shown in Attachment 5.

RECOMMENDED HISTORIC DISTRICT COMMISSION ACTION

Move to recommend confirming staff's determination that the Sutter Lofts Project is exempt from CEQA under Section 15303 (New Construction or Conversion of Small Structures) and 15061(b)(3) (Common Sense Exemption), and recommend approval of an application (MSTR26-00054) for Design Review and a Density Bonus for said project at 807 & 809 Sutter Street, based on the findings (Findings A-I), and subject to the conditions of approval (Conditions 1-28) attached to the staff report.

FINDINGS

General Findings

A. Notice of public meeting has been given at the time and in the manner required by State law and City code.

B. The project is consistent with the General Plan and the Zoning Code of the City.

CEQA Findings

C. The project is categorically exempt from environmental review under Section 15303 (New Construction or Conversion of Small Structures) and under Section 15061 (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines.

D. None of the exceptions listed under CEQA Guidelines Section 15300.2 are present.

Design Review Findings

E. The project is in compliance with the General Plan, applicable Zoning Ordinances, and the Historic District Design and Development Guidelines adopted by City

Council.

F. The building materials, textures and colors used in the proposed project are compatible with surrounding development and are consistent with the general design theme of the neighborhood.

Density Bonus Findings

G. The project qualifies for a density bonus in that the project is providing at least one unit for low income households for the statutorily required time period.

H. The proposed project qualifies for the requested project density of 46.2 dwelling units per acre.

I. The project as conditioned will not have a specific adverse impact upon the public health and safety of the community or the physical environment.

ATTACHMENTS

1. Proposed Conditions of Approval
2. Project Narrative
3. Plan Set
4. Density Bonus Plan
5. Design Element Comparison
6. Site Photos
7. HPL Comment Letter

Submitted,



PAM JOHNS
Community Development Director

Attachment 1
Proposed Conditions of Approval

CONDITIONS OF APPROVAL FOR SUTTER LOFTS PROJECT (MSTR26-00054) 807 & 809 SUTTER STREET, DESIGN REVIEW				
Cond. No.	**Mitigation Measure**	**Condition of Approval**	**When Required**	**Responsible Department**
		GENERAL REQUIREMENTS		
1.		***Final Development Plans*** The applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below, as modified by these conditions of approval: • Plan Set (Attachment 3) • Density Bonus Site Plan (Attachment 4) This design review and density bonus approval is for the Sutter Lofts Project (MSTR26-00054) located at 807 & 809 Sutter Street, which includes design review for a six (6) unit, 4,374 square-foot rear apartment building. Implementation of the project shall be consistent with the above-referenced items as modified by these conditions of approval.	B	CD (P)(E)
2.		***Community Development Department Subsequent Review*** Building plans, and all civil engineering, improvement, landscape, and irrigation plans shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.	B	CD (P)(E)(B)
3.		***90-Day Protest Period*** The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code Section 66020, the applicant will be legally barred from later challenging such exactions.	OG	CD (E)(P)

4.		***Indemnity for City*** The owner/applicant shall 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. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur: • The City bears its own attorney's fees and costs; and • The City defends the claim, action or proceeding in good faith. The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant.	OG	CD (P)(E)(B) PW, PR, FD, PD
5.		***Validity*** The project approval granted under this staff report (design review and density bonus) shall remain in effect for two years from final date of approval (**Expires September 8, 2028**). Failure to obtain the relevant building or other permits within this time period, without the subsequent extension of this approval, shall result in the termination of this approval. The owner/applicant may file an application with the Community Development Department for an extension not less than 60 days prior to the expiration date of the approval, along with appropriate fees and necessary submittal materials pursuant to Folsom Municipal Code Section 17.52.350. If after approval of this project, a lawsuit is filed which seeks to invalidate any approval, entitlement, demolition permit, sign permit or other construction permit required in connection with any of the activities or construction authorized by the project approvals, or to enjoin the project contemplated herein, or to challenge the issuance by any governmental agency of any environmental document or exemption determination, the project approval shall be tolled during the time that any litigation is pending, including any appeals.	OG	CD (P)
DEVELOPMENT COSTS AND FEE REQUIREMENTS				
6.		***Applicable Taxes, Fees, and Charges*** The owner/applicant shall pay all applicable taxes, fees and charges at the rate and amount in effect at the time such taxes, fees and charges become due and payable.	B	CD(P)(E)

7.		***Existing Assessments*** If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	B	CD(E)
8.		***Use of Outside Legal Counsel and Consultants*** The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the applicant shall reimburse the City for all outside legal fees and costs incurred by the City for such services. The 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 applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.	OG	CD(P)(E)
9.		***Special Study Reimbursement*** If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the applicant shall reimburse the City for actual costs it incurs in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the improvement plans, or beginning inspection, whichever is applicable.	B	CD(P)(E)
10.		***Development Impact Fees*** This project shall be subject to all applicable City-wide development impact fees, unless exempt by previous agreement. This project shall be subject to all applicable City-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, fees for fire protection, park facilities, park equipment, Humbug-Willow Creek Parkway, Light Rail, 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 (**September 8, 2026**). The fees shall be calculated at the fee rate in effect at the time of building permit issuance.	B	CD (P), PW, PK
11.		***School District Fees*** The owner/applicant agrees to pay to the Folsom-Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with	B	CD (P) (E)

		Section 65970) of the Government Code; and Sections 65995, 65995.5 and 65995.7 of the Government Code.		
SITE DEVELOPMENT REQUIREMENTS				
12.		***Geotechnical Report*** Prior to the issuance of any grading, improvement permit, and/or building permit, the owner/applicant shall have a geotechnical report prepared by an appropriately licensed engineer that includes an analysis of site suitability, proposed foundation design for all proposed structures, and roadway and pavement design. The geotechnical report shall be inclusive of any proposed wall calculations. The report and calculations are subject to review and approval by the Community Development Department.	G, B	CD (E)
13.		***Improvement Plan Review*** The improvement plans for the required public and/or private improvements shall be reviewed and approved by the Community Development Department prior to issuance of a building permit for the project.	I, B	CD (E)
ARCHITECTURAL REQUIREMENTS				
14.		***Architectural Requirements*** The project shall comply with the following requirements: a) This approval is for the Sutter Lofts Project (MSTR26-00054), which includes design review for a six (6) unit, 4,374 square-foot rear apartment building as shown in Attachment 3, located at 807 & 809 Sutter Street. b) Any changes to the level of architectural detailing shown in Attachments 3, if not determined to be substantially consistent with the approved plans by the Community Development Department, shall be subject to a subsequent design review. c) 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. d) A Building Permit shall be required. All Conditions of Approval as outlined herein shall be made as a note or separate sheet on the Construction Drawings.	OG	CD (P)(E); PW

15.		***Site and Building Lighting*** All lighting, including but not limited to 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.	I, B	CD (P)
16.		***Addressing Plan*** An addressing and building number plan shall be submitted for review and approval by the City consistent with the City's addressing guidelines prior to or as part of the building permit package.	B	CD (P), FD, PD
DENSITY BONUS REQUIREMENTS				
17.		***Affordable Unit Restriction*** Project approval is contingent upon the owner/applicant recording a restrictive covenant requiring at least one (1) residential unit within the project to be restricted to low-income households, as defined by the California Department of Housing and Community Development, for a minimum period of 55 years.	B	CD (P)
WASTEWATER REQUIREMENTS				
18.		***Wastewater Requirements*** The following requirements apply to the wastewater connection location as depicted on the plan set in Attachment 3 for a 4-inch sewer lateral size. Any subsequent changes or deviations must be submitted to the Utilities and Public Works Departments for review and approval, and shall comply with any requirements imposed for the revised configuration and/or size: a) The sewer lateral from the ROW/property line to the sewer distribution main shall be gravity flow only. b) A Lower Lateral cleanout shall be placed at the ROW/property line and the on-site force main shall connect upstream of the lower lateral cleanout on private property. c) The on-site lift station and force main shall be privately owned, operated and maintained by the owner/applicant d) All sewer located within the public ROW per City Design Standard is required to be SDR-26 pipe with heavy wall SDR-26 sewer fittings. e) The sewer lateral connection to the main shall be constructed in accordance with City of Folsom sewer construction standards and details.	I	UT

WATER REQUIREMENTS				
19.		***Water Requirements*** The following requirements apply to the water connections as depicted on the plan set in Attachment 3. Any subsequent changes or deviations from these plans must be submitted to the Utilities and Public Works Departments for review and approval, and shall comply with any requirements imposed for the revised configuration and/or size: a) All backflow devices shall be RPPA backflow devices paired with OS&Y shut-off valves designed to fit tight spaces to be consistent with all other RP devices located on Sutter Street. b) All RPPA devices shall be USC approved. c) All backflow devices will be required to be installed in a custom fabricated cover/box similar to all other devices located on Sutter Street. d) Per the City's Standard Construction Specifications section 4.12.2.B water service pipes, water meters and backflow devices shall all be the same size. Necking down of piping is not allowed. e) Per City of Folsom Water Design Standards 16.4.O.1 – Residential Water Services saddles shall be a minimum of 12-inches from the end of the water main and 18 inches to 24 inches away from any other water service saddle or pipe joint. f) The water service and all appurtenances shall be designed and constructed in accordance with City of Folsom water construction standards and details. g) Any installation or connection to the Sutter Street waterline that impacts existing public right-of-way improvements shall require coordination with the Public Works and Community Development Departments. The owner/applicant is responsible for restoring all disturbed areas—including but not limited to paving, granite lip and gutter, and concrete—to City standards and within limits determined by staff.	I	UT
DRY UTILITY REQUIREMENTS				
20.		***Coordination with Utility Agencies*** The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.).	OG	CD (P) (E), PW
21.		***Dry Utility Connections*** Future dry utility connection services (electrical, gas, telephone, etc.) for new buildings shall be placed underground at the project site.	B	CD (E)
TRIBAL AND CULTURAL RESOURCE REQUIREMENTS				
22.		***Accidental Discovery of Human Remains*** Although considered highly unlikely, there is always the possibility that ground disturbing	DC	CD (P)(E)

		activities during construction may uncover previously unknown human remains. In the event of an accidental discovery or recognition of any human remains, Public Resource Code (PRC) Section 5097.98 must be followed. Once project-related earthmoving begins and if there is a discovery or recognition of human remains, the following steps shall be taken: 1. There shall be no further excavation or disturbance of the specific location, or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains are Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in PRC Section 5097.98, or 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance: a. 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; b. The descendent identified fails to make a recommendation; or The landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.		
23.		***Accidental Discovery of Cultural Resources*** In the event that cultural resources are exposed during ground-disturbing activities, construction activities shall be halted within 100-feet of the discovery. Cultural resources could consist of but are not limited to stone, bone, wood, or shell artifacts, or features including	DC	CD (P)(E)

		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.		
24.		***Management of Tribal Cultural Resources*** Should any indications of possible tribal cultural resources (TCRs), such as cultural features, unusual amounts of bone or shell, or cultural belongings be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) shall be notified immediately. The appropriate oversight agency(ies) shall retain a tribal representative or Tribal Historic Preservation Officer (THPO) who shall assess the significance of the find by evaluating the resource to determine if it is a TCR as defined in Section 21074 of the Public Resources Code. If the resource is a TCR as defined in state law, and it would be subject to disturbance or destruction, the City shall consult with the THPO or their designee to determine the appropriate treatment before resuming construction activities at the TCR.	DC	CD (P)(E)
MISCELLANEOUS REQUIREMENT				
25.		***Noise Ordinance*** Compliance with the City of Folsom Noise Control Ordinance (FMC 8.42), General Plan Safety & Noise Element and Standard Construction Specifications and Details Section 7.23 is 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. Request to work during days and times not permitted under these regulations may only occur with written permission from the City of Folsom Community Development Director or duly authorized deputy.	I, B	CD (P)(E)
26.		***Drainage Restrictions*** No drainage, including surface water, groundwater, or roof runoff, shall be directed or allowed to cross over the property line onto adjacent properties, unless through an easement. City standard drainage swales are required along all property lines where drainage runoff may cross over the property line.	OG	CD (P)(E)
27.		***Alleyway Parking Restrictions*** If the property has access to an alleyway, parking for the property shall not impede public	OG	CD (P)

		service access in the alleyway (e.g., waste collection, emergency vehicle access, etc.).		
28.		***Sign Permit Required*** A Sign Permit is required for proposed signage. The proposed signage shall be revised to comply with the requirements of FMC 17.59.070(D) (Sign Requirements for Multifamily Residential) and FMC 17.52.510(E) (Sutter Street Subarea Sign Requirements)	B	CD (P)

RESPONSIBLE DEPARTMENT		WHEN REQUIRED	
CD (P) (E) (B) (A)	Community Development Department Planning Division Engineering Division Building Division Arborist 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		
FD	Fire Department		
UT	Utilities		

Attachment 2
Project Narrative

ANTHONY MULL ARCHITE
108 SOMBRERO WAY, FOLSOM CA. 95630
ANTHONYMULLARCHITECTS.COM
(916) 770-0740

CITY OF FOLSOM, BUILDING AND PLANNING DEPARTMENTS

14 JULY 2026

REVISED PROJECT NARRATIVE - SUTTER LOFTS
DESIGN REVIEW: MSTR26-00054
New Construction, Infill
807/809 Sutter Street. Folsom, Ca. 95630

To whom it may concern,

On behalf of the owner, the applicant proposes a small infill residential project consisting of six rental loft units on an existing alley-accessed parcel located to the rear of an existing commercial building fronting Sutter Street in the Historic district of Folsom. The project is designed as a compact, walkable addition to the Historic District's housing stock, with no on-site parking required under current standards.

The building is 3 stories in total, with 2 stories fronting the alley and the lower level excavated, due the natural slope of the site. The max building height is 34', less than the max allowed height of 35'. The total square footage of the proposed building is 4,374 square feet, broken up into six units. The unit mix consists of four 600 square feet studio lofts and two 987 square feet one bedroom lofts, each with its own balcony.

The architecture is intended to be compatible with the Historic District, using a combination of board and batten siding facing the alley and brick facing Sutter Street. Because of the slope of the site, the proposed design, and the existing building facing Sutter Street, the new proposal will mostly not be visible for pedestrians on Sutter Street (see diagram on design review plans).

Primary access and use of the proposal will be accessed from the Alley, enhancing activity and passive surveillance while maintaining the Historic frontage character on Sutter Street.

The project is designed to comply with all building, fire, safety, and accessibility code requirements, offering two accessible units off the main level of the alley.

Based on previous discussions with Stephanie Henry and Nathan Stroud at the City of Folsom Community Development Department and Planning Department, we are proposing four dwelling units by right with a density bonus increase of 50%, bringing the total unit count to six. The proposal intends to achieve this by following the State Density Bonus Law for either one dwelling unit at very low income or two dwelling units reserved for low income residents. At this time, we are not requesting any further concessions, waivers, or incentives.

Revisions to Project Narrative

Conditional Use Permit (CUP): As part of the density bonus and for a project containing more than three units, the owner requests a waiver from the Conditional Use Permit (CUP) requirements.

Overhead Utility Lines (OHU): The project site has overhead lines serving the existing commercial building. The plan for the project is to relocate the OHU underground for both the new structure and the existing commercial structure. During the Construction Documents phase, the team will develop a detailed plan with our Electrical Engineer and Civil Engineer.

Drainage: The project site is sloped in the direction of the existing commercial building. The existing conditions handle the drainage of the slope with an existing drainage inlet at the low end of the site, near the back of the commercial building. With the new structure taking up most of the space of the existing slope, the team's intention is direct the roof drainage back to the alley while the existing drainage inlet continues to maintain any other drainage requirements.

Sewer and Water Studies: Per our conversations with the City of Folsom, we are proceeding without the studies at this time and acknowledge that these studies may be required in the future.

Thank you for your time and consideration.

Sincerely,



Anthony Mull, Architect

Attachment 3
Plan Set

807/ 809 SUTTER STREET, FOLSOM, CA.

READING THE PLANS

SHEET ID: A100 — ADDITIONAL SHEETS

CATEGORY:
C = CIVIL
A = ARCHITECTURE
S = STRUCTURAL
L = LANDSCAPE
T24 = TITLE 24
M.E.P = ELECT, MECH, PLUMB.
3D = 3D VIEWS

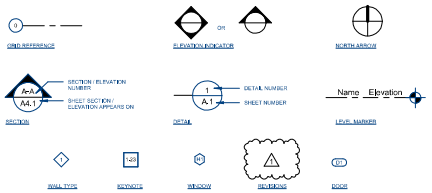
PLAN TYPE:
0 = COVER, SITE PLANS
1 = FLOOR PLANS
2 = POWER, RCP, ELECTRICAL
3 = ROOF PLANS
4 = ELEVATIONS
5 = SECTIONS
6 = WALL SECTIONS & PLAN DETAILS
7 = INTERIOR ELEVATIONS
8 = DETAILS
9 = SCHEDULES

KEYNOTE ID: 1.23 — SPECIFIC NOTE

PLAN TYPE:
0 = SITE PLAN
1 = FLOOR PLANS
2 = REFLECTED CEILING PLANS
3 = ROOF PLANS
4 = ELEVATIONS
5 = SECTIONS
6 = INTERIOR ELEVATIONS
7 = WALL SECTIONS & DETAILS
8 = DETAILS
9 = INTERIOR DETAILS
10 = SCHEDULES

KEYNOTE TYPE:
0 = SITE CONDITIONS
1 = FLOOR ASSEMBLIES
2 = WALL ASSEMBLIES
3 = OPENINGS
4 = CEILINGS & ROOFS
5 = STAIRS & RAILS
6 = BUILT-INS & FABRICATION
7 = APPLIANCES & EQUIPMENT
8 = LANDSCAPING
9 = EXTRAS

SYMBOLS:



ABBREVIATIONS:

A.B.	ANCHOR BOLT	INT	INTERIOR
A.C.	AIR CONDITIONER	JB	JAMB
ACST	ACOUSTIC	JT	JOINT
A.D.	AREA DRAIN	LAM	LAMINATE
ADJ	ADJUSTABLE	LAV	LAVATORY
A.F.F.	ABOVE FINISH FLOOR	LT	LIGHT
ALUM	ALUMINUM	LTWT	LIGHT WEIGHT
APPL	APPLICABLE	MAX	MAXIMUM
APPROX	APPROXIMATE	MFG	MANUFACTURER
@	AT	MIN	MINIMUM
BD	BOARD	M.L.	METAL LATH
BLDG	BUILDING	MTD	MOUNTED
BLK	BLOCK	(N)	NEW
BLKG	BLOCKING	N/A	NOT APPLICABLE
B.P.	BUILDING PAPER	N.I.C.	NOT IN CONTRACT
BTWN	BETWEEN	NO. - #	NUMBER
B.U.	BUILT UP	N.T.S.	NOT TO SCALE
CAB	CABINET	O.C.	ON CENTER
CAT	CATALOG	OV	OVER
CBC	CALIFORNIA BUILDING CODE	OZ	OUNCE
C.I.	CAST IRON	PL	PLATE
C.J.	CONTROL JOINT	PLAS	PLASTIC
C.L.	CENTER LINE	PLY	PLYWOOD
CLG	CEILING	P.O.C.	POINT OF CONNECTION
CLR	CLEAR	PR	PAIR
CMU	CONCRETE MASONRY UNIT	PROP	PROPERTY
COL	COLUMN	PSI	POUNDS PER SQUARE INCH
COMP	COMPACTED	P.T.	PRESSURE TREATED
CONC	CONCRETE	RDWD	REDWOOD
CONT	CONTINUOUS	REINF	REINFORCED
DBL	DOUBLE	REQD	REQUIRED
D.F.	DOUGLAS FIR	RM	ROOM
D.H.	DOUBLE HUNG	R.W.L	RAIN WATER LEADER
DIA	DIAMETER	R.W.S.	RECESSED WATER SERVICE
DN	DOWN	SC	SOLID CORE
DS	DOWNSPOUT	SD	STORM DRAIN
DWG	DRAWING	SECT	SECTION
EA	EACH	S.F.	SQUARE FOOTAGE
E.J.	EXPANSION JOINT	SHT	SHEET
ELEV	ELEVATION	SIM	SIMILAR
EQ	EQUAL	SL	SILL
E.W.	EACH WAY	S.M.	SHEET METAL
EXIST (E)	EXISTING	S.P.	SINGLE PLY
EXP	EXPANSION	SPEC	SPECIFICATION
EXT	EXTERIOR	SQ	SQUARE
F.D.	FLOOR DRAIN	S.S.	SANITARY SEWER LINE
F.E.	FIRE EXTINGUISHER		STANDING SEAM
F.G.	FINISH GRADE	STD	STANDARD
F.H.	FIRE HYDRANT	STL	STEEL
FIN	FINISH	SUSP	SUSPENDED
FLR	FLOOR	SW	SWITCH
F.O.S.	FACE OF STUD	T & B	TOP & BOTTOM
FT	FOOT/FEET	T & G	TONGUE & GROOVE
FTG	FOOTING	T.C.	TOP OF CURB
GA	GAUGE	TEMP	TEMPORARY
GD	GRADE	T.P.	TOP OF PAVING
G.I.	GALVANIZED IRON	T.S.	TUBE STEEL
GL	GLASS	TYP	TYPICAL
G.L.B.	GLUE LAM. BEAM	U.B.C.	UNIFORM BUILDING CODE
GYP BD	GYPSUM BOARD	U.O.N.	UNLESS OTHERWISE NOTED
H/C	HANDICAPPED	V.B.	VAPOR BARRIER
HD	HEAD	VERT	VERTICAL
HDR	HEADER	V.I.F.	VERIFY IN FIELD
HDWR	HARDWARE	V.T.R.	VENT THROUGH ROOF
HGT-HT	HEIGHT	W/	WITH
H.M.	HOLLOW METAL	W/O	WITHOUT
HORIZ	HORIZONTAL	WAINS	WAINSCOT
HR	HOUR	WD	WOOD
INSUL	INSULATION	W.H.	WATER HEATER
		W.I.	WROUGHT IRON
		W.W.F.	WOVEN WIRE FABRIC

GENERAL NOTES

1. THIS SET OF CONSTRUCTION DOCUMENTS IS AN INTERRELATED AND CROSS REFERENCED PACKAGE OF INFORMATION THAT SHOULD NOT BE SEPERATED INTO CONSTITUENT PARTS.
2. ALL WORK SHALL COMPLY WITH STATE AND LOCAL BUILDING CODES, FIRE DEPARTMENT REGULATIONS, UTILITY COMPANY STANDARDS, AND BEST TRADE PRACTICES.
3. ALL WORK MUST MEET THE 2025 CALIFORNIA BUILDING CODE. SEE BUILDING CODE DATA BELOW.
4. ALL WORK TO CONFORM WITH CITY OR COUNTY BUILDING DEPARTMENT, PLANNING, PUBLIC WORKS, ETC.
5. ALL WORK TO CONFORM WITH ALL, IF ANY, PROPERTY OWNERS ASSOCIATIONS, COVENANTS CONDITIONS AND RESTRICTIONS (CC&R), SETBACKS & EASEMENTS.
6. ALL PERMITS AND FEES SHALL BE SECURED AND PAID FOR BY THE OWNER.
7. NO SUSTITUTIONS SHALL BE MADE WITH OUT THE APPROVAL OF THE OWNER.
8. THE INTENTIONS OF THE DRAWINGS IS TO INCLUDE THE NECESSARY INFORMATION FOR THE COMPLETITION AND PROPER EXECUTION OF THE WORK.
9. ON SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILTY OF THE CONTRACTOR AND SUB-CONTRACTORS.
10. REFER TO STRUCTURAL CALCULATIONS AND STRUCTURAL DRAWINGS FOR ANY QUESTION REGARDING LUMBER GRADES, BEAMS AND HEADER SIZES, FOOTINGS, SHEAR WALLS, CONCRETE AND REBAR.
11. WRITTEN WORD TAKES PRECENDENCE OVER DRAWN LINES. LARGE-SCALE DETAILS AND PLANS HAVE PRECEDENCE OVER SMALLER ONES.

PROJECT INFORMATION

ADDRESS:

807/ 809 SUTTER STREET
FOLSOM, CALIFORNIA

APN: 070-0103-007-0000

OCCUPANCY GROUP: R2

CONSTRUCTION TYPE: VA

SPRINKLERS: YES

BUILDING CODE:

2025 CALIFORNIA BUILDING CODE
2025 CALIFORNIA PLUMBING CODE
2025 CALIFORNIA MECHANICAL CODE
2025 CALIFORNIA ELECTRICAL CODE
2025 CALIFORNIA FIRE CODE

TITLE 24
2025 CAL GREEN

CITY ORDINANCES & STATE LAWS

ZONING: HD - HISTORIC DISTRICT
HD ZONE: SUTTER STREET SUBAREA

LOT SIZE: 40'X140'
LOT AREA: 5,600 SF OR .128 ACRES

SETBACK: N/A

PARKING: EXEMPT

GENERAL PLAN

LAND USE: HF - HISTORIC MIX-USE
DENSITY: 20-30 UNITS PER ACRE
FAR: 0.5-2.0

NEW BUILDING

BASEMENT LEVEL	1,200 SF
ALLEY LEVEL	1,200 SF
UPPER LEVEL	1,974 SF
TOTAL	**4,374 SF**
# OF UNITS	**6**
MAX HEIGHT ALLOWED	**35'-0"**
PROPOSED	**34'-3"**

LOT COVERAGE

LOT SIZE	5,600 SF	
EXISTING	2,553 SF	45%
NEW	2,240 SF	40%
TOTAL	4,793 SF	85%

SCOPE OF WORK:

NEW CONSTRUCTION, MULTI UNIT BUILDING. PROJECT IS AN INFILL/ ALLEY ACCESS PROJECT, BEHIND AN EXISTING STRUCTURE ON THE PARCEL.

SHEET INDEX

ARCHITECTURE

A000	COVER SHEET
A001	3D AXONS
A002	PERSPECTIVES
A003	SITE PHOTOS & MATERIALS
A010	CODE ANALYSIS & SUMMARY
A020	UNIT TYPES & DENSITY BONUS
A090	SITE PLAN
A100	BASEMENT FLOOR PLAN
A110	ALLEY FLOOR PLAN
A120	UPPER FLOOR PLAN
A130	ROOF PLAN
A401	ELEVATIONS
A402	ELEVATIONS
A403	ELEVATIONS
A412	COURTYARD ELEVATION
A413	COURTYARD ELEVATION
A421	VIEW DIAGRAM
A600	ENLARGED PLANS
A601	ENLARGED PLANS
A602	ENLARGED PLANS
A900	SCHEDULES

CIVIL

1	EXISTING CONDITIONS
2 - G1	PRELIMINARY GRADING AND DRAINAGE PLAN
3 - C1	PRELIMINARY WATER & SEWER PLAN

VICINITY MAP



PROJECT TEAM

OWNER:

MOE HIRANI
+1 (916) 208-7869
MOEHIRANI@HOTMAIL.COM

ARCHITECT:

ANTHONY MULL ARCHITECTS INC.
ANTHONY MULL
108 SOMBRERO WAY, FOLSOM CA. 95630
+1 (916) 770-0740
ANTHONY@ANTHONYMULLARCHITECTS.COM

SURVEY & CIVIL:

LODESTAR ENGINEERING
TAYLOR ELZE
+1 (707) 386-9668
TAYLOR@LODESTARENGINEER.COM

ANTHONY MULL ARCHITECTS

MOE HIRANI

807/809 SUTTER ST.
FOLSOM, CA. 95630

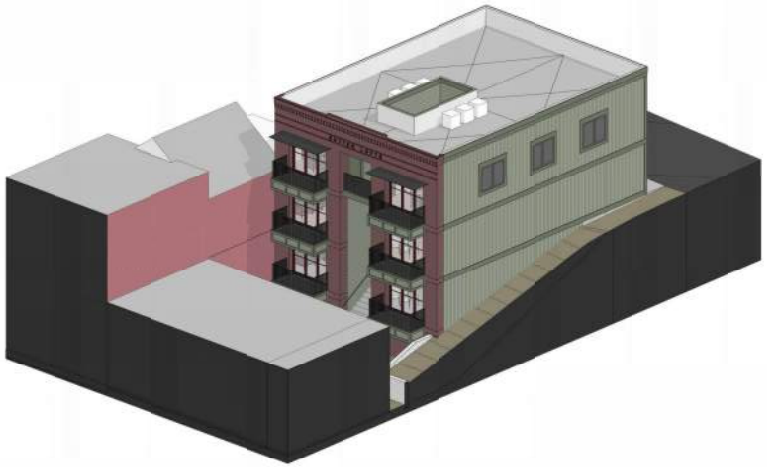
SUTTER LOFTS

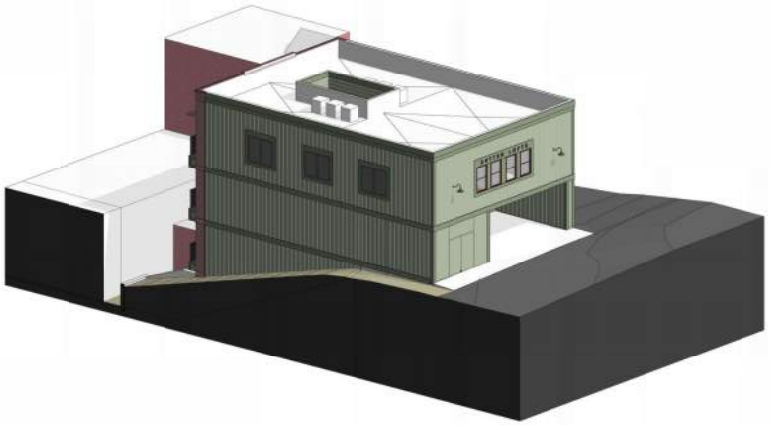
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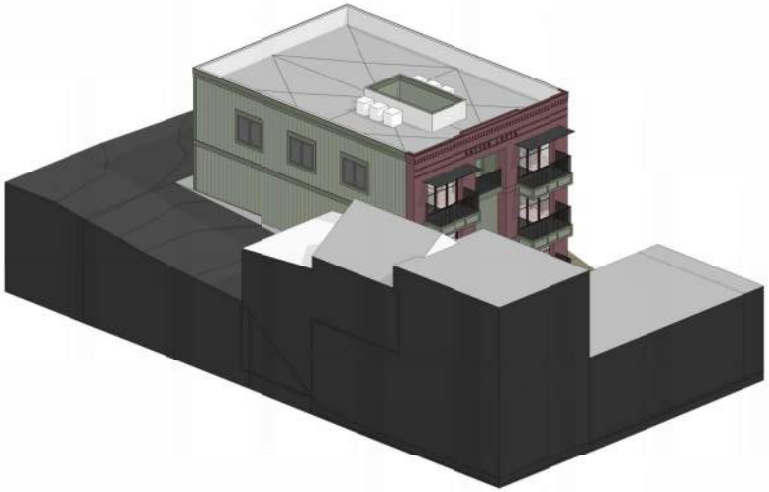
DESIGN REVIEW

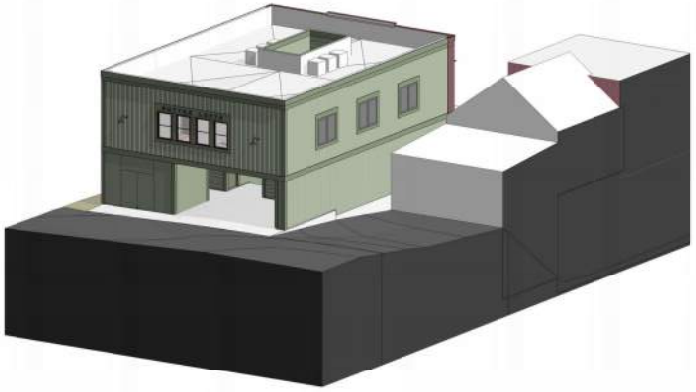
COVER SHEET

A000









ANTHONY MULL ARCHITECTS

JOB #
AMA_018

DATE
08/17/26

CLIENT
MOE HIRANI

PROJECT ADDRESS
807/809 SUTTER ST.
FOLSOM, CA. 95630

PROJECT NAME
SUTTER LOFTS

REVISIONS
DATE DESCRIPTION

NOT FOR CONSTRUCTION

PHASE
DESIGN REVIEW

SHEET NAME
3D AXONS

SHEET NUMBER
A001











ANTHONY MULL ARCHITECTS

JOB #
AMA_018

DATE
10/17/24

CLIENT
MOE HIRANI

PROJECT ADDRESS
807/809 SUTTER ST.
FOLSOM, CA. 95630

PROJECT NAME
SUTTER LOFTS

REVISIONS
DATE DESCRIPTION

NOT FOR CONSTRUCTION

PHASE
DESIGN REVIEW

SHEET NAME
PERSPECTIVES

SHEET NUMBER
A002



FROM WOOL STREET



FROM LEIDESDORFF STREET



FROM RAILROAD PLAZA

MATERIAL BOARD & REFERENCES:



THIN FACED BRICK



HARDIE BOARD & BATTEN
SAGE GREEN



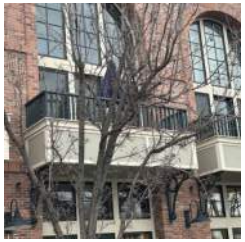
HARDIE LAP PLANK
SAGE GREEN



WOOD T&G @ CEILING



WINDOW & DOOR FRAMES
TO MATCH EXISTING BUILDING (807 SUTTER)



BALCONY & RAILING
SIMILAR TO WHISKEY ROW LOFTS WITH THINNER LOWER PROFILE



GOOSENECK, EXTERIOR LIGHT

ANTHONY MULL ARCHITECTS

MOE HIRANI

807/809 SUTTER ST.
FOLSOM, CA. 95630

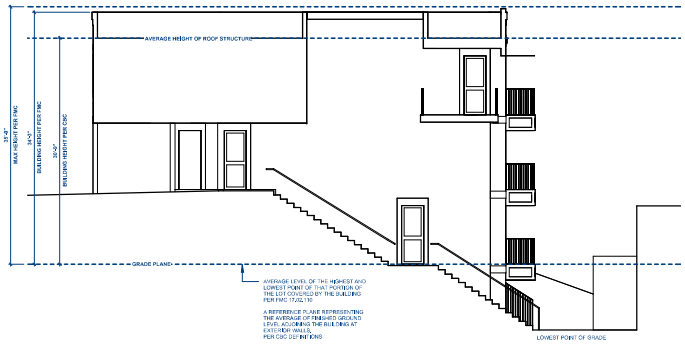
SUTTER LOFTS

NOT FOR CONSTRUCTION

DESIGN REVIEW

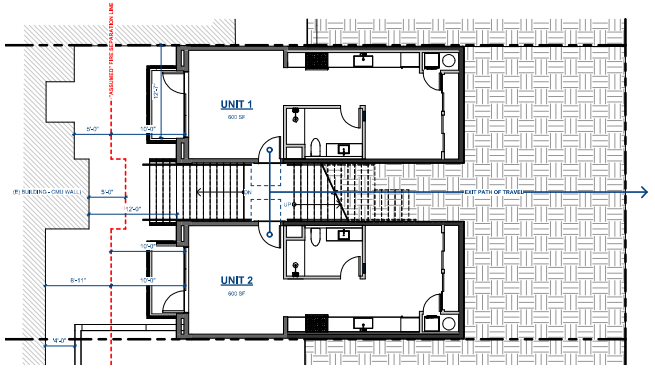
SITE PHOTOS & MATERIALS

A003



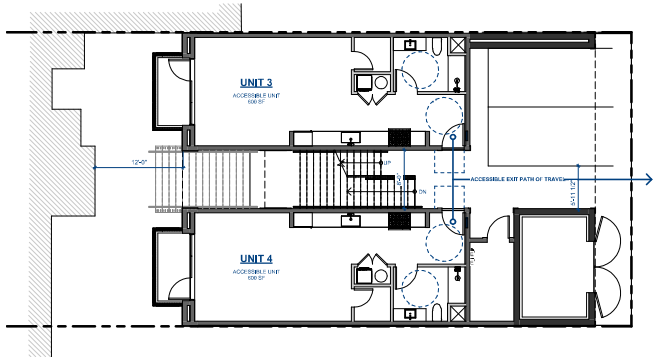
BUILDING HEIGHT DIAGRAM

1/8" = 1'-0"



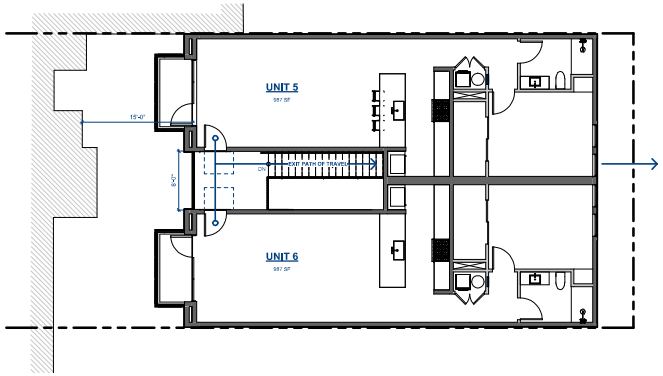
FLS - BASEMENT

1/8" = 1'-0"



FLS - ALLEY

1/8" = 1'-0"



FLS - UPPER

1/8" = 1'-0"

2025 CBC BUILDING CODE ANALYSIS:

2025 CBC	CODE SECTIONS	PROJECT COMPLIANCE
CH. 3	OCCUPANCY CLASSIFICATION & USE	
310.3	RESIDENTIAL GROUP R-2	APARTMENT BUILDING
CH. 4	SPECIAL DETAIL REQUIREMENTS	
420.2	SEPARATION WALLS	WALLS SEPARATING UNITS TO BE CONSTRUCTED AS FIRE PARTITIONS, SECTION 708
420.3	HORIZONTAL SEPARATION	FLOOR ASSEMBLIES SEPARATING UNITS TO BE CONSTRUCTED AS HORIZONTAL ASSEMBLIES, SECTION 711
420.4	AUTOMATIC SPRINKLER SYSTEM	FIRE SPRINKLERS REQUIRED
420.5	FIRE ALARM SYSTEMS & SMOKE ALARMS	FIRE ALARM SYSTEMS AND SMOKE ALARMS SHALL BE PROVIDED. SECTION 907.2
420.10	GROUP R COOKING FACILITIES	COOKING APPLIANCES USED FOR DOMESTIC COOKING OPERATIONS SHALL BE IN ACCORDANCE WITH THE CMC.
CH. 5	GENERAL BUILDING HEIGHTS & AREAS	
502	BUILDING ADDRESS	BUILDINGS SHALL BE PROVIDED WITH APPROVED ADDRESS IDENTIFICATION
503.1.2	BUILDINGS ON SAME LOT	SHALL BE REGULATED AS SEPARATE BUILDINGS
T 504.3	ALLOWABLE BUILDING HEIGHT	R-2 | S-1/S | TYPE VA = 50' MAX HEIGHT
T 504.4	NUMBER OF STORIES	R-2 | S-1/S | TYPE VA = 3 STORIES
T 506.2	ALLOWABLE AREA	R-2 | S-1/S | TYPE VA = 12,000 SF
CH. 6	TYPES OF CONSTRUCTION	
T 601	FIRE RESISTANCE RATINGS	TYPE VA: PRIMARY STRUCTURES, BEARING WALLS, FLOOR AND ROOF ASSEMBLIES = 1HR RATED INTERIOR NON BEARING WALLS AND PARTITIONS = 0HR RATED
602.5	TYPE V	STRUCTURAL ELEMENTS, EXTERIOR & INTERIOR WALLS ARE OF ANY MATERIALS PERMITTED BY THIS CODE.
CH. 7	FIRE & SMOKE PROTECTION FEATURES	
T 705.5	PROJECTIONS	AT A FIRE SEPARATION DISTANCE OF 5'-0R GREATER, THE MINIMUM SEPARATION FOR PROJECTIS IS 40" TO FSD.
T 705.5	FIRE SEPARATION DISTANCE	X ≤ 5 = 1 HR | X ≥ 10' = 0 HR
T 705.5	CONTINUITY	THE FIRE-RESISTANCE RATING OF EXTERIOR WALLS SHALL EXTEND FROM THE TOP OF THE FOUNDATION OR FLOOR/CEILING ASSEMBLY BELOW TO ONE OF THE FOLLOWING: • THE UNDERSIDE OF THE FLOOR SHEATHING, ROOF SHEATHING, DECK OR SLAB ABOVE. • THE UNDERSIDE OF A FLOOR/CEILING OR ROOF/CEILING ASSEMBLY HAVING A FIRE-RESISTANCE RATING EQUAL TO OR GREATER THAN THE EXTERIOR WALL AND THE FIRE SEPARATION DISTANCE IS GREATER THAN 10 FEET.
T 705.5	MAX AREA OF EXT. WALL OPENINGS	(SPRINKLERED) 5<2 = NOT PERMITTED | 5<5 = 15% | 5<10 = 25% | 10<15 = 45% | 15<20 = 70%
705.5.4	VERTICAL EXPOSURE	OPENING PROTECTIVES NOT LESS THAN 3/4 HOUR RATING SHALL BE PROVIDED IN EVERY OPENING THAT IS LESS THAN 10' VERTICALLY ABOVE THE ROOF OF AN ADJACENT BUILDING
705.10	PARAPET CONSTRUCTION	SAME FIRE RATING AS SUPPORTING WALLS, MIN. 30" ABOVE INTERSECTION OF ROOF SURFACE AND WALL
708	FIRE PARTITIONS	WALLS SEPARATING DWELLING UNITS = MIN. 1 HOUR
711.2.4.3	HORIZ. ASSEMBLIES @ DWELLING UNITS	1HR
713	SHAFT ENCLOSURES	NOT LESS THAN 1HR WHERE CONNECTING LESS THAN FOUR STORIES
CH. 9	FIRE PROTECTION & LIFE SAFETY	SPRINKLER PROVIDED THROUGHOUT BUILDING
903.3.1.2	NFPA 13R SPRINKLER SYSTEMS	FOUR STORIES FOR PITCHED ABOVE GRADE. R-2 ROOF ASSEMBLY IS LESS THAN 45' ABOVE FIRE VEHICLE ACCESS LOWEST STORY IS 30' OR LESS BELOW FIRE VEHICLE ACCESS
906	PORTABLE FIRE EXTINGUISHERS	REQUIRED
907.2.9	FIRE ALARM SYSTEM - R2	NOT REQUIRED PER EXCEPTION 3
915.2.1	CARBON MONOXIDE - DWELLING UNITS	OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS
CH. 10	MEANS OF EGRESS	
1006.3	CEILING HEIGHT	MIN. 7'-6"
T1004.5	MAX AREA PER OCCUPANT	RESIDENTIAL - 200 GROSS
T1006.2.1	SPACES WITH ONE EXIT	R2: MAX OCC LOAD = 20, MAX COMMON PATH OF EGRESS = 125'
1010.1.1	SIZE OF DOORS	CLEAR OPENING WIDTH: MIN. 32", EXCEPTION, MIN. WIDTH DOES NOT APPLY TO NON ACCESSIBLE UNITS
1011.2	STAIRS - WIDTH & CAPACITY	MIN. WIDTH = 44", WHEN SERVING LESS THAN 50 OCCUPANTS, MIN. WIDTH = 36"
CH. 11A	HOUSING ACCESSIBILITY (HIP)	
1111.4.2	OPEN RISERS	OPEN RISERS ARE NOT PERMITTED ON EXTERIOR STAIRWAYS. EXCEPTIONS: 1. OPENING NO MORE THAN 10" BETWEEN THE BASE OF RISER AND TREAD. 2. GRATING RISERS W/ OPENINGS NOT MORE THAN 1/2 INCH
CH. 12	INTERIOR ENVIRONMENT (HIP)	
1206.2	AIRBORNE SOUND	WALLS, PARTITIONS AND FLOOR-CEILING ASSEMBLIES SEPARATING DWELLING UNITS SHALL HAVE A STC ≥ 50

ANTHONY MULL ARCHITECTS

JOB #
AMA_24/8

DATE
08/11/26

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FOLSOM, CA. 95630

PROJECT NAME
SUTTER LOFTS

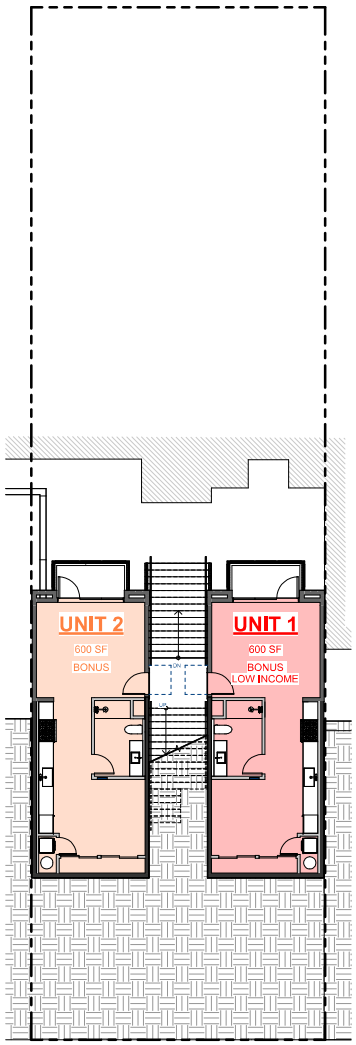
REVISIONS
DATE DESCRIPTION

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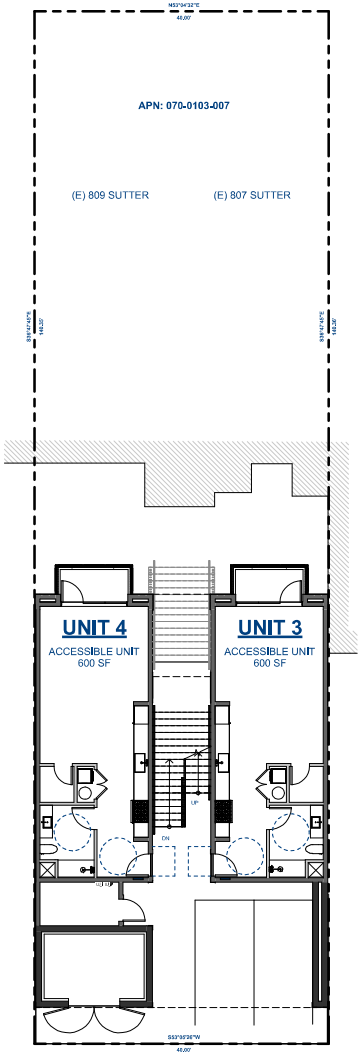
PHASE
DESIGN REVIEW

SHEET NAME
CODE ANALYSIS & SUMMARY

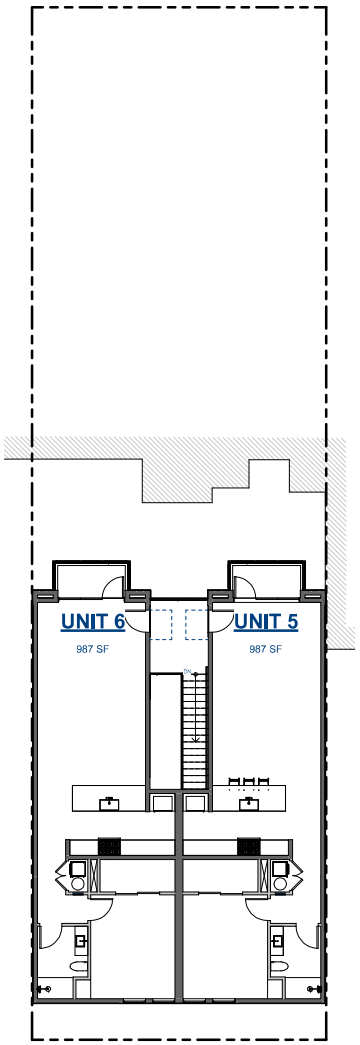
SHEET NUMBER
A010



UNITS - BASEMENT
1/8" = 1'-0"



UNITS - ALLEY
1/8" = 1'-0"



UNIT - UPPER
1/8" = 1'-0"

UNIT TYPE & DENSITY BONUS:

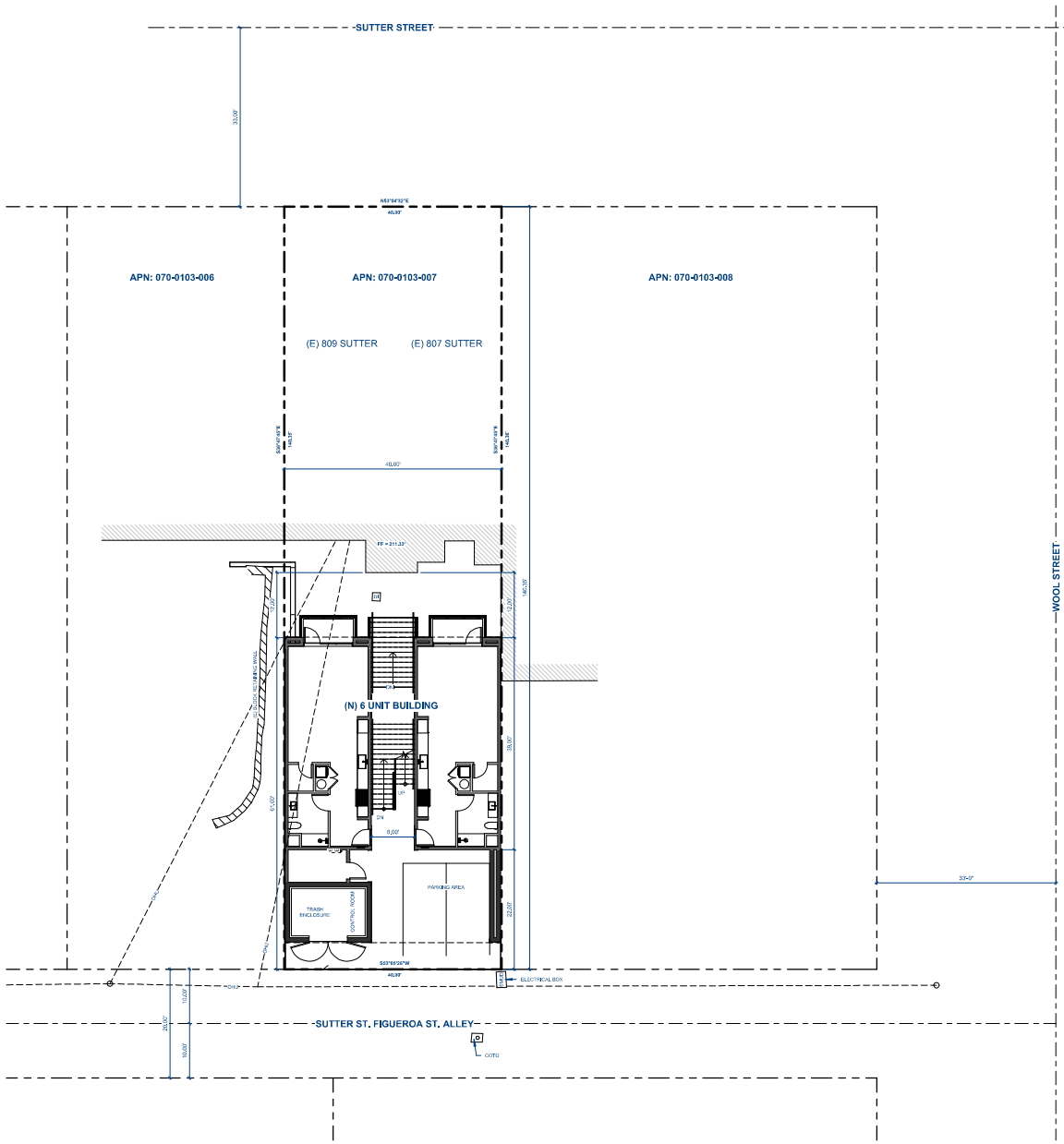
UNIT	DENSITY	TYPE	SIZE	
UNIT 1	BONUS	LOW INCOME / RENT CAP	600 SF	
UNIT 2	BONUS		600 SF	
UNIT 3	BY RIGHT	ACCESSIBLE	600 SF	
UNIT 4	BY RIGHT	ACCESSIBLE	600 SF	
UNIT 5	BY RIGHT		987 SF	
UNIT 6	BY RIGHT		987 SF	

DENSITY BONUS: 4 UNITS BY RIGHT WITH A BONUS OF 50%, ALLOWING FOR 6 UNIT MAX.

LOW INCOME RENT CAP: THE PRODUCT OF 30 PERCENT TIMES 60 PERCENT OF THE AREA MEDIAN INCOME ADJUSTED FOR FAMILY SIZE APPROPRIATE FOR THE UNIT

ANTHONY MULL ARCHITECTS

JOB #
DATE
09/17/26
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FOLSOM, CA. 95630
PROJECT NAME
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PHASE
DESIGN REVIEW
SHEET NAME
UNIT TYPES & DENSITY BONUS
SHEET NUMBER
A020



SITE PLAN

1" = 10'-0"

KEYNOTES

GENERAL SITE PLAN NOTES:

1. SURVEY BY LODESTAR ENGINEERING
2. REFER TO CIVIL PLANS FOR GRADING, DRAINAGE, AND SITE DETAILS
3. REFER TO STRUCTURAL PLANS FOR SITE RETAINING WALLS

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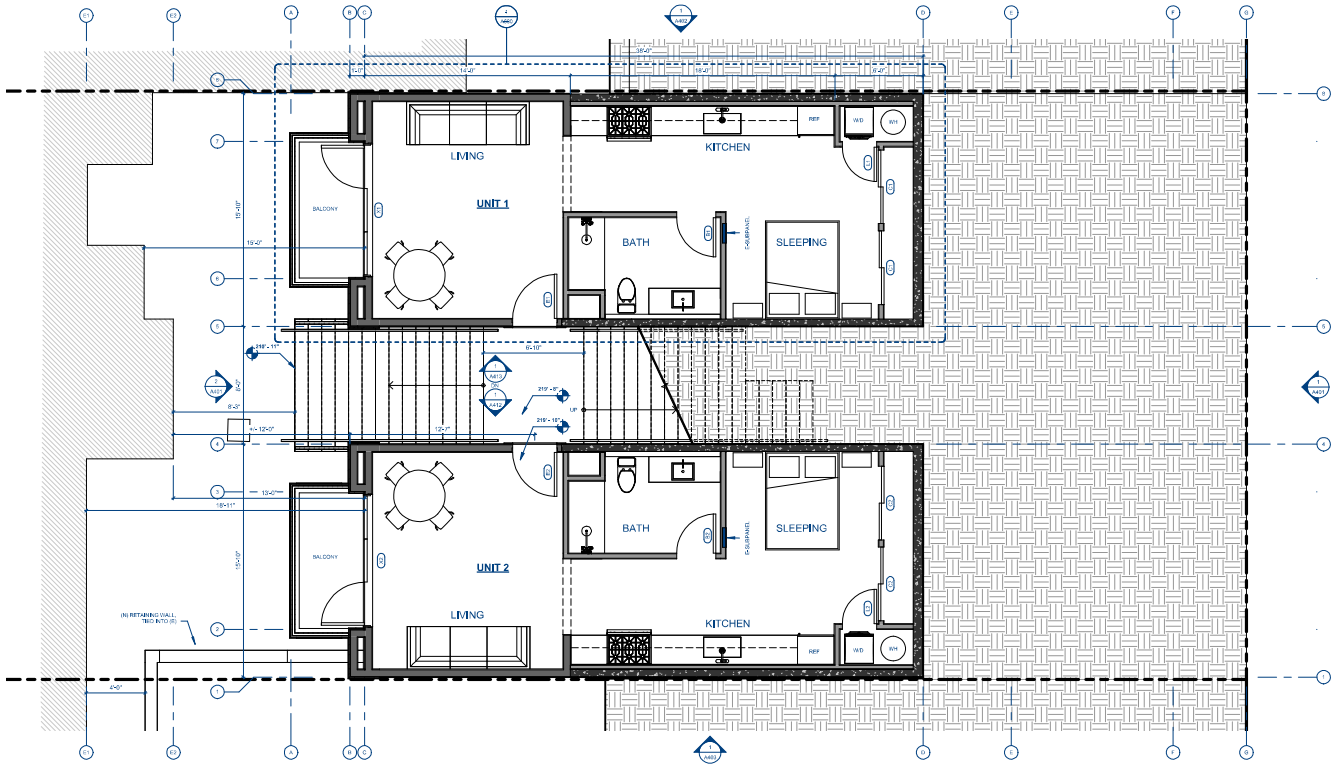
PROJECT NAME
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PHASE
DESIGN REVIEW

SHEET NAME
SITE PLAN

SHEET NUMBER
A090



L0- BASEMENT PLAN

1/4" = 1'-0"

KEYNOTES

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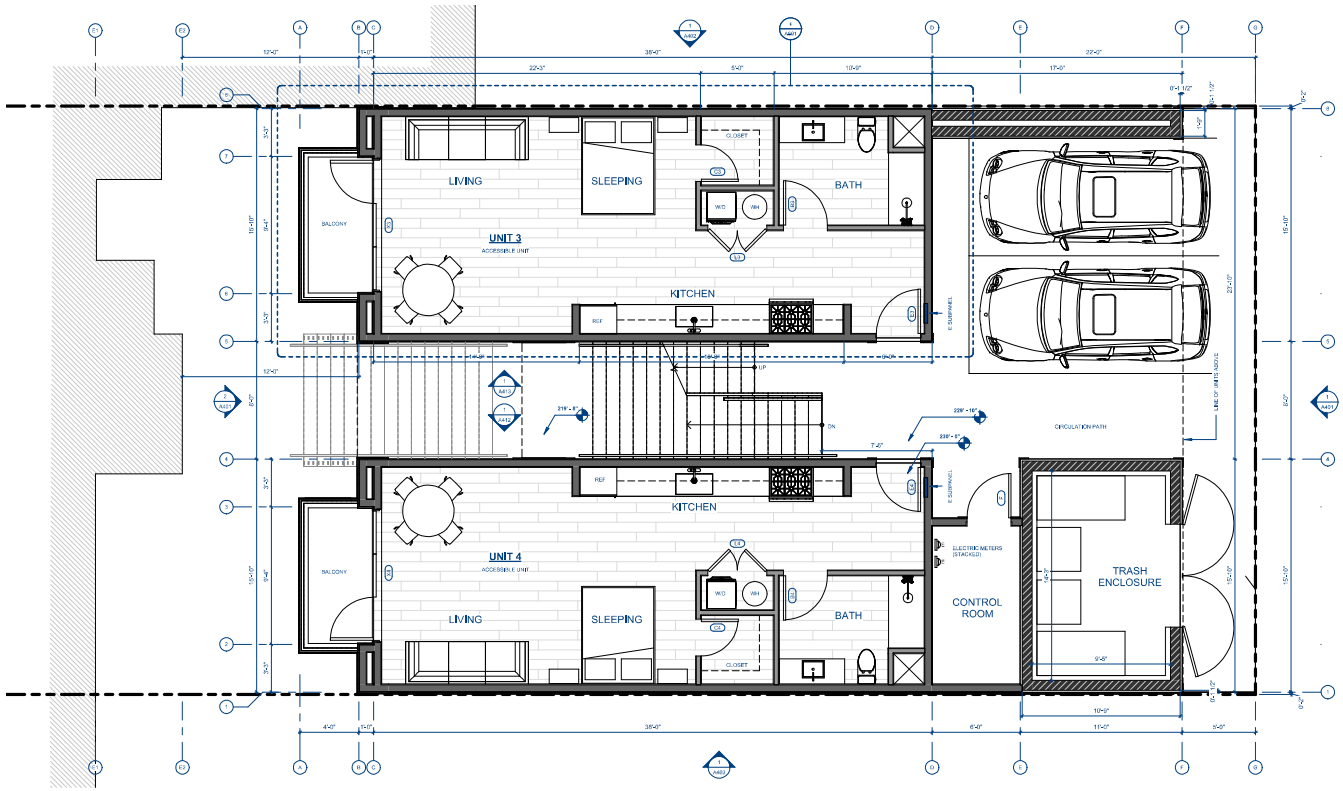
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DATE DESCRIPTION

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PHASE
DESIGN REVIEW

SHEET NAME
BASEMENT FLOOR PLAN

SHEET NUMBER
A100



L1 - ALLEY LEVEL

1/4" = 1'-0"

KEYNOTES

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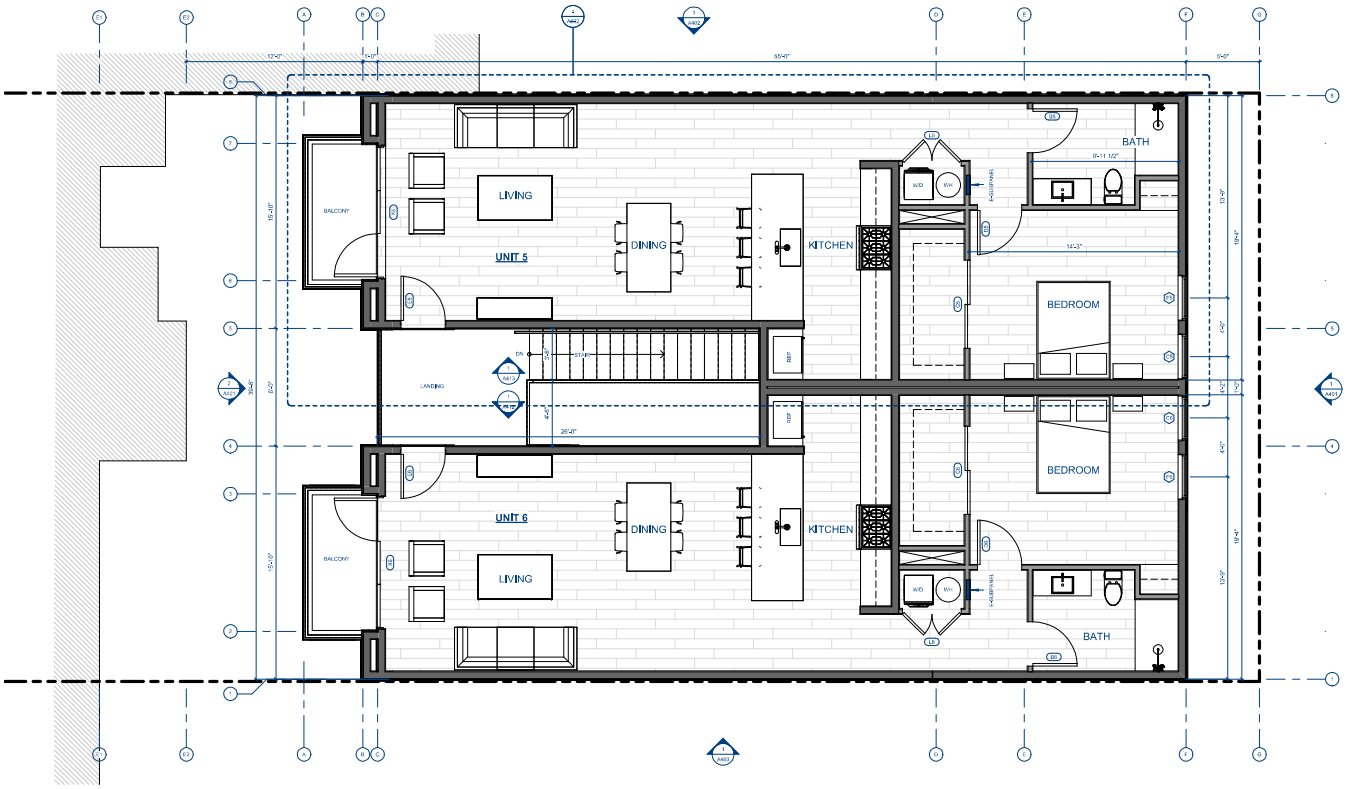
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PHASE
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SHEET NAME
ALLEY FLOOR PLAN

SHEET NUMBER
A110



L2 - UPPER PLAN

1/4" = 1'-0"

KEYNOTES

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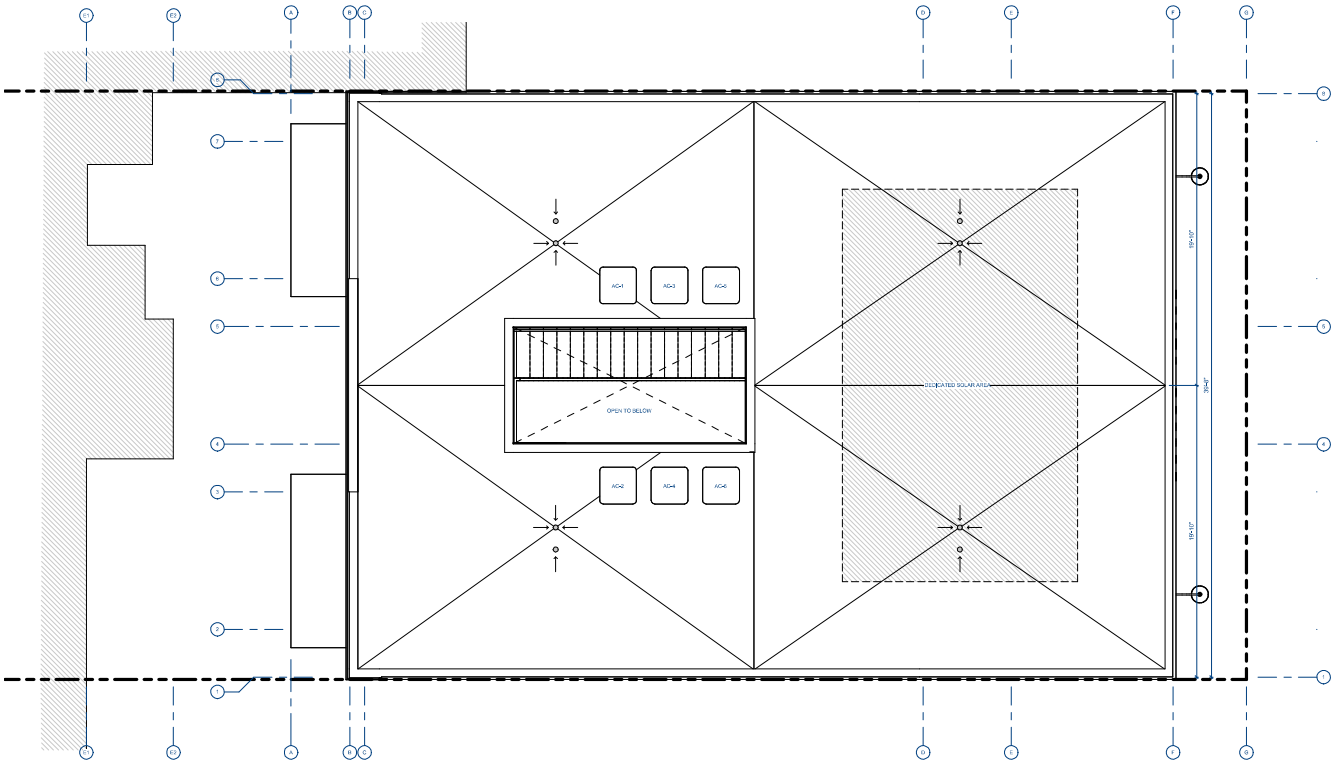
PROJECT NAME
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PHASE
DESIGN REVIEW

SHEET NAME
UPPER FLOOR PLAN

SHEET NUMBER
A120



L3 - ROOF PLAN
1/4" = 1'-0"

KEYNOTES

ANTHONY MULL ARCHITECTS

JOB #
AMA_018

DATE
08/17/26

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SHEET NAME
ROOF PLAN

SHEET NUMBER
A130



SOUTH ELEVATION

1/4" = 1'-0"



NORTH ELEVATION

1/4" = 1'-0"

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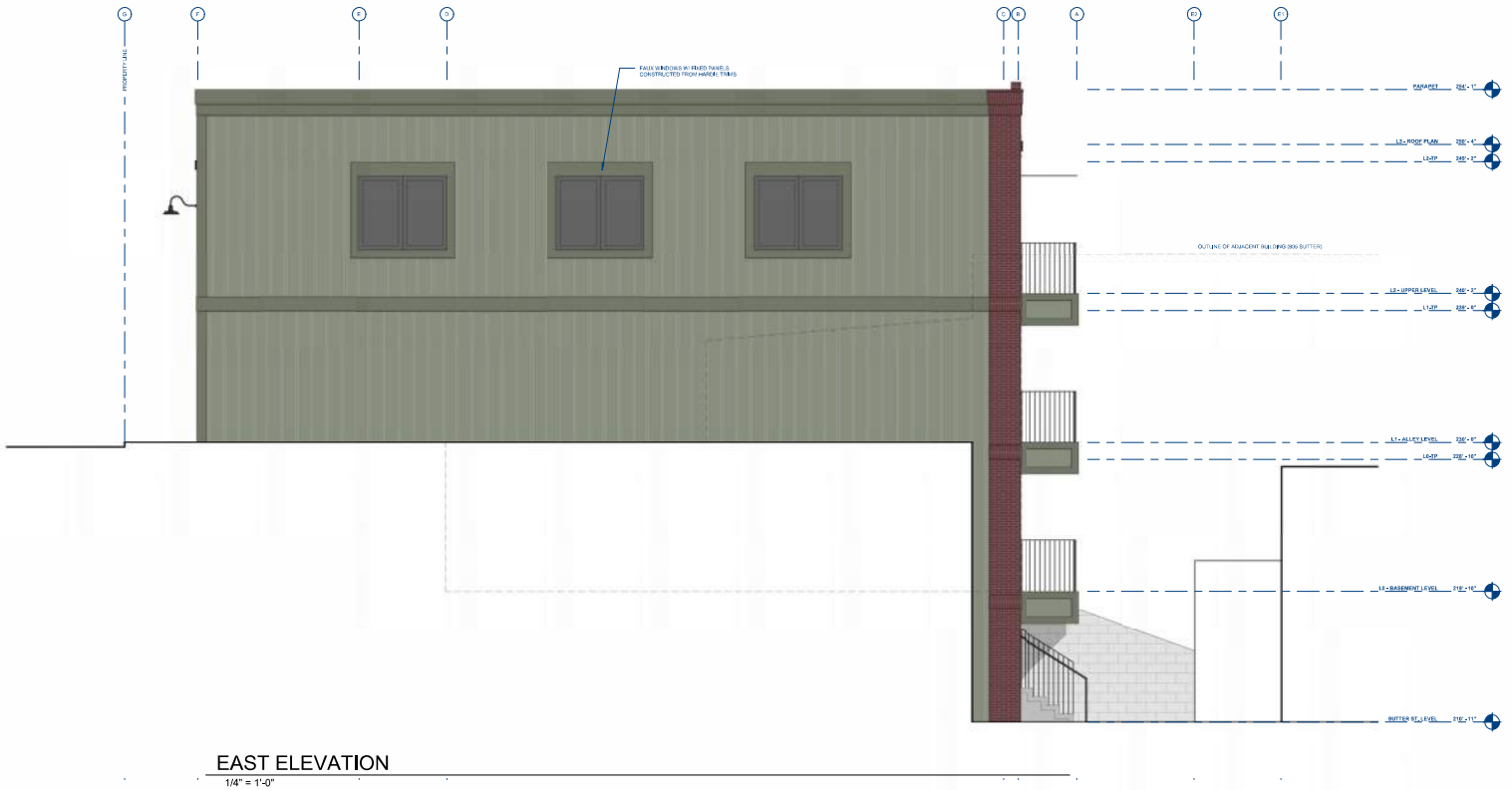
PROJECT NAME
SUTTER LOFTS

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PHASE
DESIGN REVIEW

SHEET NAME
ELEVATIONS

SHEET NUMBER
A401



EAST ELEVATION
1/4" = 1'-0"

KEYNOTES

ANTHONY MULL ARCHITECTS

JOB #
AMA_818

DATE
08/17/26

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PROJECT NAME
SUTTER LOFTS

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PHASE
DESIGN REVIEW

SHEET NAME
ELEVATIONS

SHEET NUMBER
A402



WEST ELEVATION

1/4" = 1'-0"

KEYNOTES

ANTHONY MULL ARCHITECTS

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PROJECT NAME

SUTTER LOFTS

REVISIONS

#	DATE	DESCRIPTION

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PHASE

DESIGN REVIEW

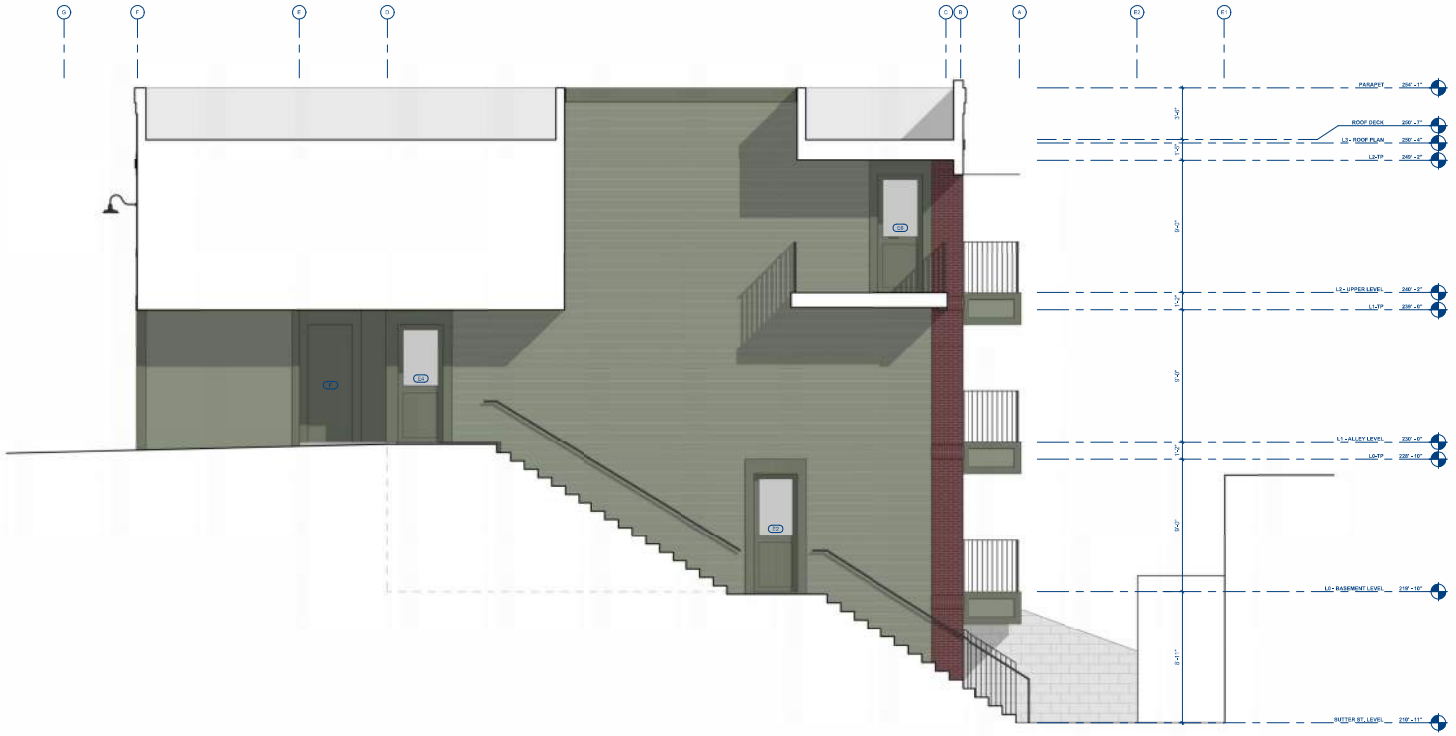
SHEET NAME

ELEVATIONS

SHEET NUMBER

A403

KEYNOTES



EAST COURTYARD ELEVATION

1/4" = 1'-0"

ANTHONY MULL ARCHITECTS

JOB #

DATE

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PROJECT NAME

SUTTER LOFTS

REVISIONS

#	DATE	DESCRIPTION

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PHASE

DESIGN REVIEW

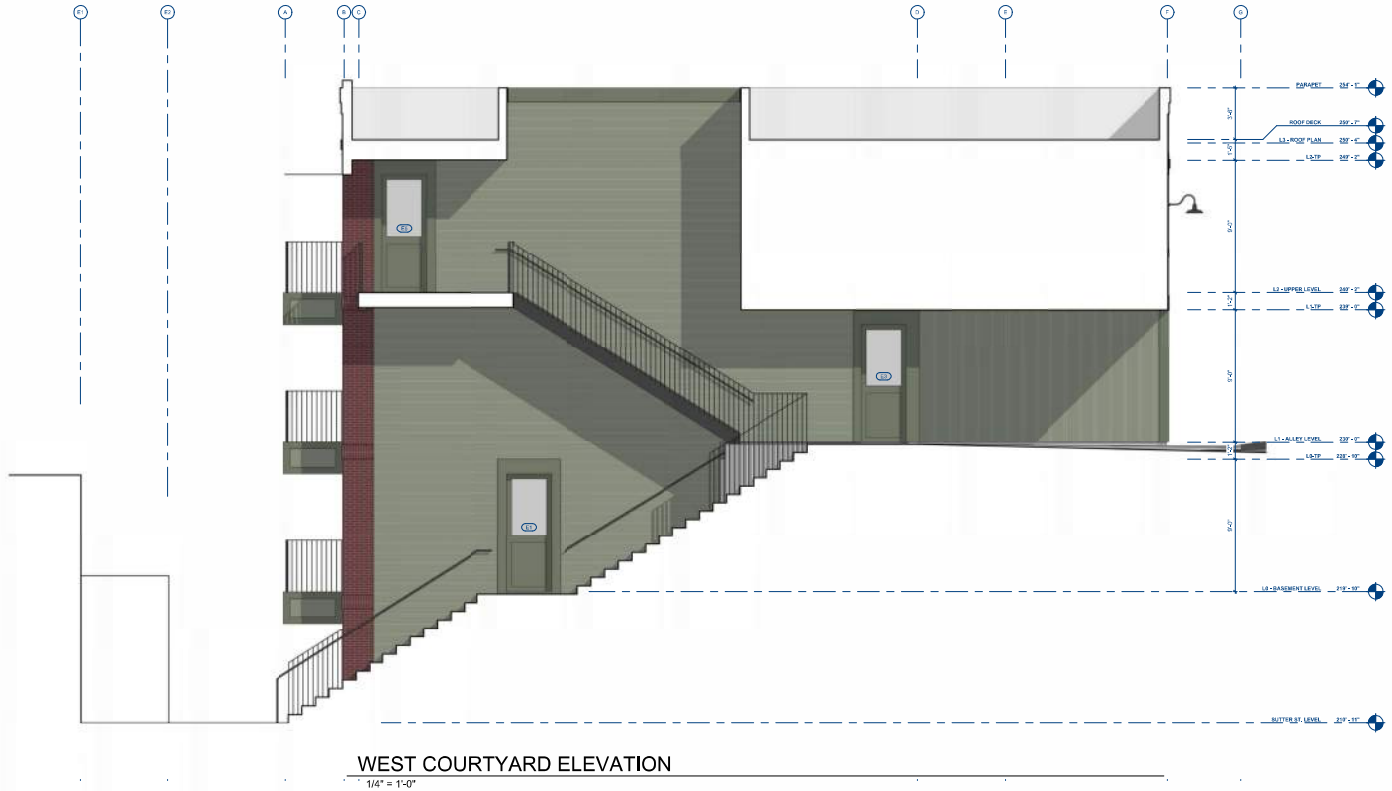
SHEET NAME

COURTYARD ELEVATION

SHEET NUMBER

A412

KEYNOTES



WEST COURTYARD ELEVATION

1/4" = 1'-0"

ANTHONY MULL ARCHITECTS

JOB #

DATE

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PROJECT NAME

SUTTER LOFTS

REVISIONS

#	DATE	DESCRIPTION

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PHASE

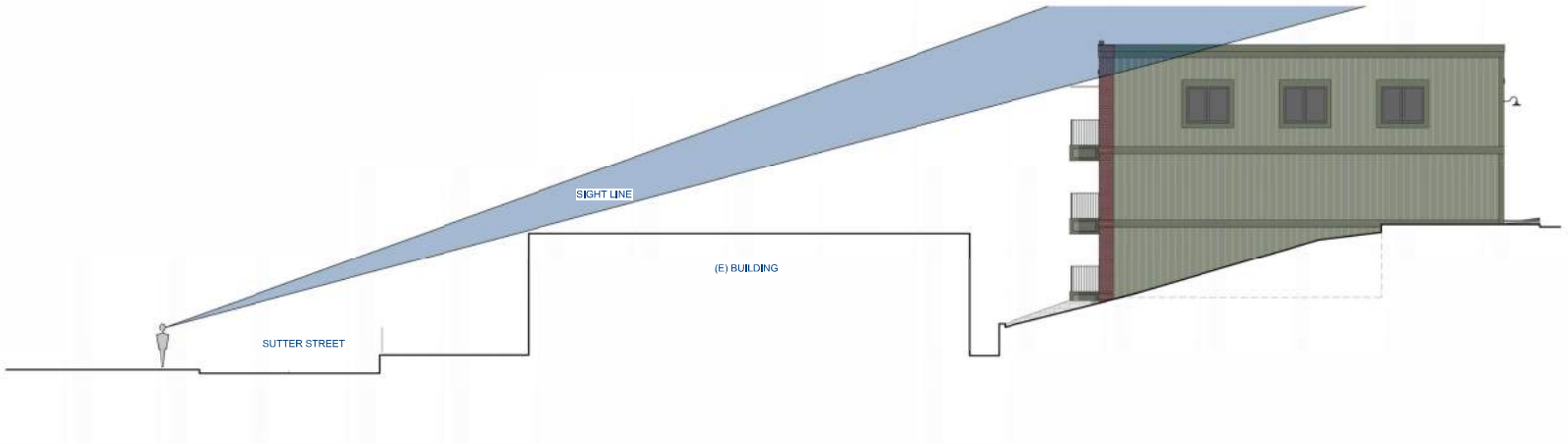
DESIGN REVIEW

SHEET NAME

COURTYARD ELEVATION

SHEET NUMBER

A413



VIEW DIAGRAM
1/8" = 1'-0"

ANTHONY MULL ARCHITECTS

JOB #
AMA_018

DATE
08/11/26

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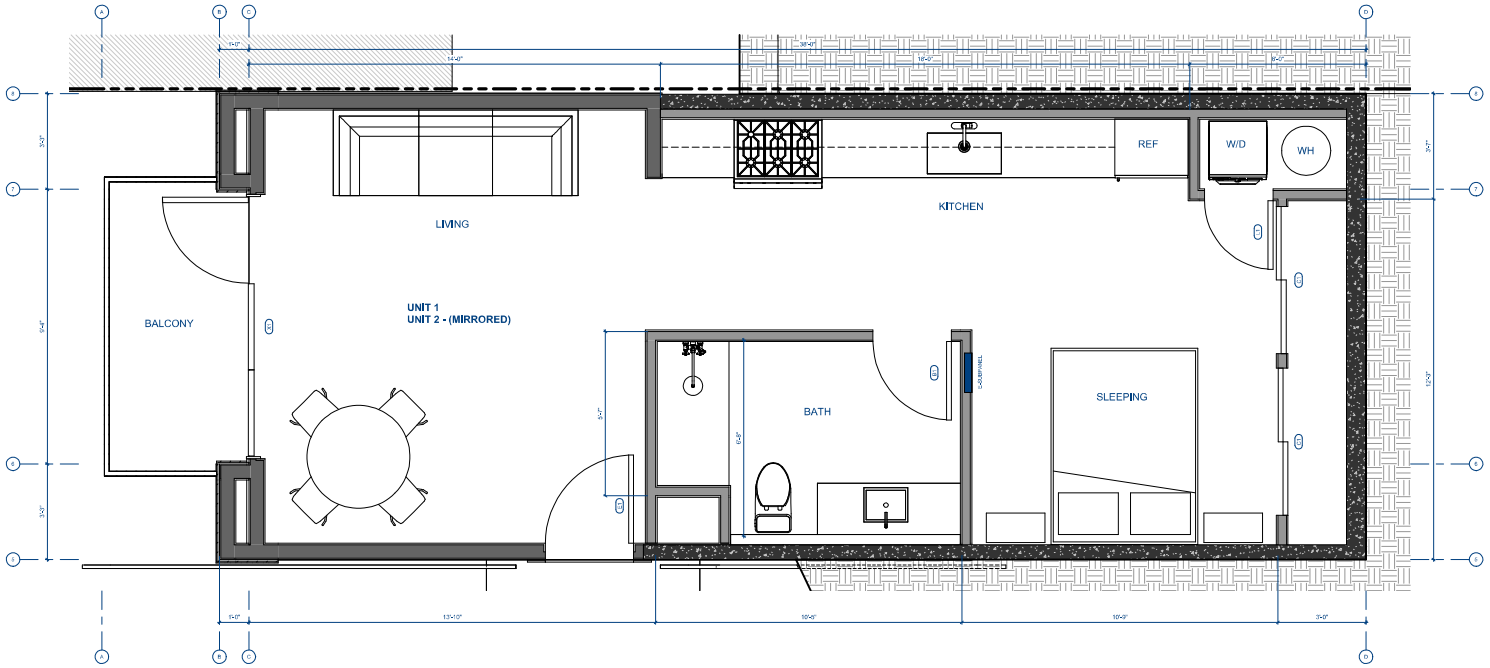
REVISIONS
DATE DESCRIPTION

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PHASE
DESIGN REVIEW

SHEET NAME
VIEW DIAGRAM

SHEET NUMBER
A421



L0- BASEMENT PLAN - ENLARGED

1/2" = 1'-0"

KEYNOTES

ANTHONY MULL ARCHITECTS

JOB #

DATE

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PROJECT NAME

SUTTER LOFTS

REVISIONS

#	DATE	DESCRIPTION

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PHASE

DESIGN REVIEW

SHEET NAME

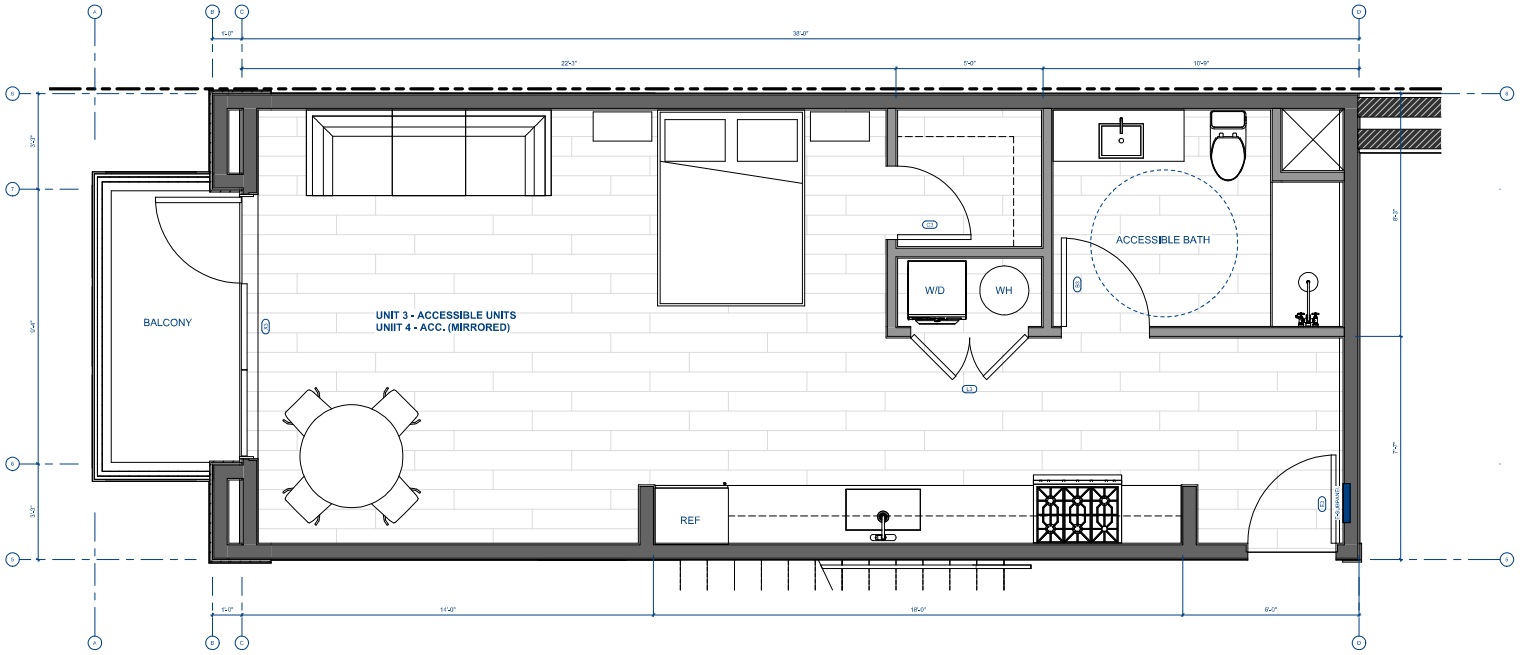
ENLARGED PLANS

SHEET NUMBER

A600

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KEYNOTES



L1 - ALLEY LEVEL - ENLARGED

1/2" = 1'-0"

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JOB #
AMA_818

DATE
08/17/26

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PROJECT NAME
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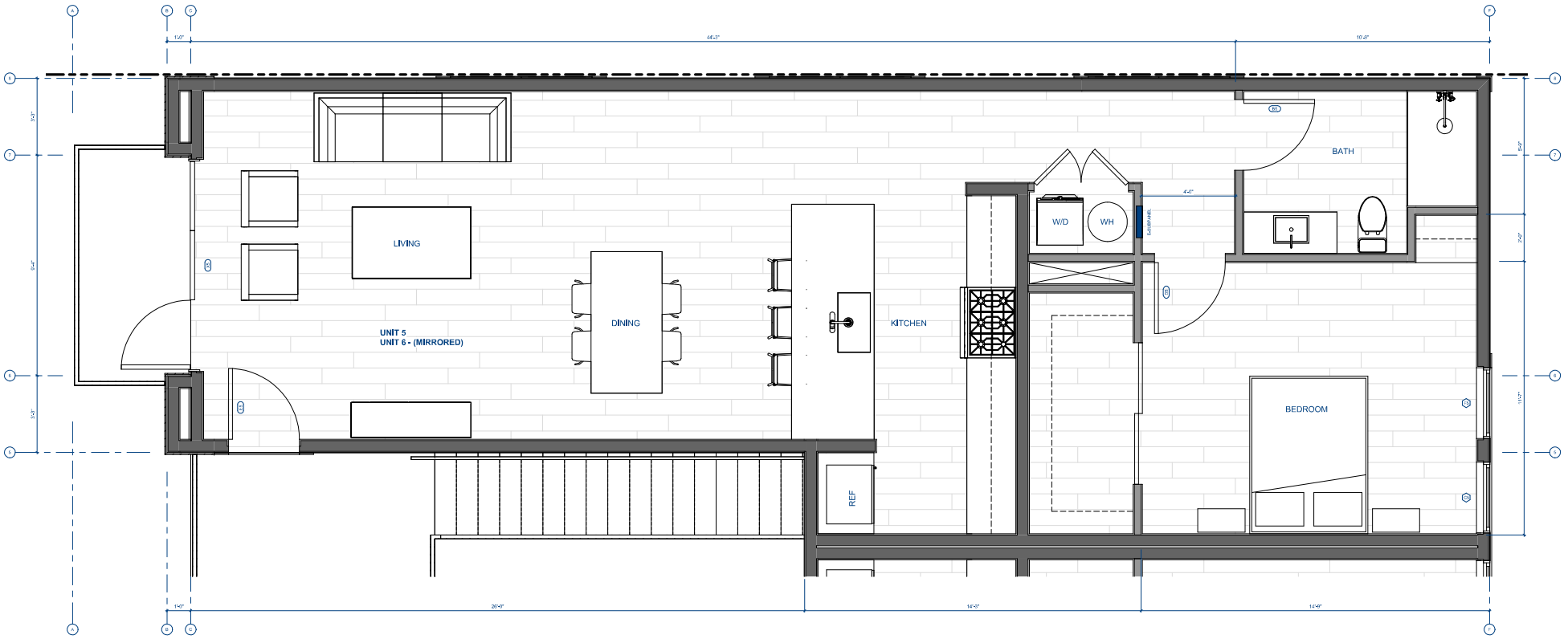
REVISIONS
DATE DESCRIPTION

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PHASE
DESIGN REVIEW

SHEET NAME
ENLARGED PLANS

SHEET NUMBER
A601



L2 - UPPER PLAN - ENLARGED

1/2" = 1'-0"

ANTHONY MULL ARCHITECTS

JOB #

DATE
09/17/26

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PROJECT NAME
SUTTER LOFTS

REVISIONS
DATE DESCRIPTION

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PHASE
DESIGN REVIEW

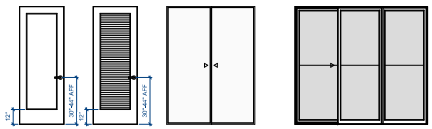
SHEET NAME
ENLARGED PLANS

SHEET NUMBER
A602

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DOORS

ID	WIDTH	HEIGHT	TYPE	LOCATION	NOTES	FIRE	COUNT
L0 - BASEMENT LEVEL							
UNIT 1							
E1	3' - 0"	8' - 0"	ENTRY DOOR	EXTERIOR			1
X1	9' - 0"	8' - 0"	3 PANEL, SLIDING DOOR, XOO	EXTERIOR	TEMPERED		1
B1	2' - 8"	6' - 8"	SWING	INTERIOR			1
C1	5' - 0"	6' - 8"	CLOSET, BI-PASS	INTERIOR			2
L1	2' - 4"	6' - 8"	SWING, LOUVERED	INTERIOR	LOUVERED		1
UNIT 2							
E2	3' - 0"	8' - 0"	ENTRY DOOR	EXTERIOR			1
X2	9' - 0"	8' - 0"	3 PANEL, SLIDING DOOR, XOO	EXTERIOR	TEMPERED		1
B2	2' - 8"	6' - 8"	SWING	INTERIOR			1
C2	5' - 0"	6' - 8"	CLOSET, BI-PASS	INTERIOR			2
L2	2' - 4"	6' - 8"	SWING, LOUVERED	INTERIOR	LOUVERED		1
L1 - ALLEY LEVEL							
G	7' - 0"	7' - 0"					1
F	3' - 0"	8' - 0"	FIRE CONTROL DOOR	EXTERIOR			1
UNIT 3							
E3	3' - 0"	8' - 0"	ENTRY DOOR	EXTERIOR			1
X3	9' - 0"	8' - 0"	3 PANEL, SLIDING DOOR, XOO	EXTERIOR	TEMPERED		1
B3	3' - 0"	6' - 8"	SWING	INTERIOR			1
C3	2' - 6"	6' - 8"	SWING, CLOSET	INTERIOR			1
L3	4' - 0"	6' - 8"	DOUBLE SWING, LOUVERED	INTERIOR			1
UNIT 4							
E4	3' - 0"	8' - 0"	ENTRY DOOR	EXTERIOR			1
X4	9' - 0"	8' - 0"	3 PANEL, SLIDING DOOR, XOO	EXTERIOR	TEMPERED		1
B4	3' - 0"	6' - 8"	SWING	INTERIOR			1
C4	2' - 6"	6' - 8"	SWING, CLOSET	INTERIOR			1
L4	4' - 0"	6' - 8"	DOUBLE SWING, LOUVERED	INTERIOR			1
L2 - UPPER LEVEL							
UNIT 5							
E5	3' - 0"	8' - 0"	ENTRY DOOR	EXTERIOR			1
X5	9' - 0"	8' - 0"	3 PANEL, SLIDING DOOR, XOO	EXTERIOR	TEMPERED		1
B5	3' - 0"	6' - 8"	SWING	INTERIOR			1
D5	3' - 0"	6' - 8"	SWING	INTERIOR			1
UNIT 6							
E6	3' - 0"	8' - 0"	ENTRY DOOR	EXTERIOR			1
X6	9' - 0"	8' - 0"	3 PANEL, SLIDING DOOR, XOO	EXTERIOR	TEMPERED		1
B6	3' - 0"	6' - 8"	SWING	INTERIOR			1
C5	6' - 0"	6' - 8"	CLOSET, BI-PASS	INTERIOR			1
C6	6' - 0"	6' - 8"	CLOSET, BI-PASS	INTERIOR			1
D6	3' - 0"	6' - 8"	SWING	INTERIOR			1
L5	4' - 0"	6' - 8"	DOUBLE SWING, LOUVERED	INTERIOR	LOUVERED		1
L6	4' - 0"	6' - 8"	DOUBLE SWING, LOUVERED	INTERIOR	LOUVERED		1



WINDOWS

ID	WIDTH	HEIGHT	SILL	TYPE	NOTES	COUNT
L2 - UPPER LEVEL						
UNIT 5						
C5	3' - 0"	5' - 0"	3' - 0"	CASEMENT	EGRESS	1
F5	3' - 0"	5' - 0"	3' - 0"	FIXED		1
UNIT 6						
C6	3' - 0"	5' - 0"	3' - 0"	CASEMENT	EGRESS	1
F6	3' - 0"	5' - 0"	3' - 0"	FIXED		1

ANTHONY MULL ARCHITECTS

JOB #

DATE
9/17/26

CLIENT
MOE HIRANI

PROJECT ADDRESS
807/809 SUTTER ST.
FOLSOM, CA. 95630

PROJECT NAME
SUTTER LOFTS

REVISIONS
DATE DESCRIPTION

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DESIGN REVIEW

SHEET NAME
SCHEDULES

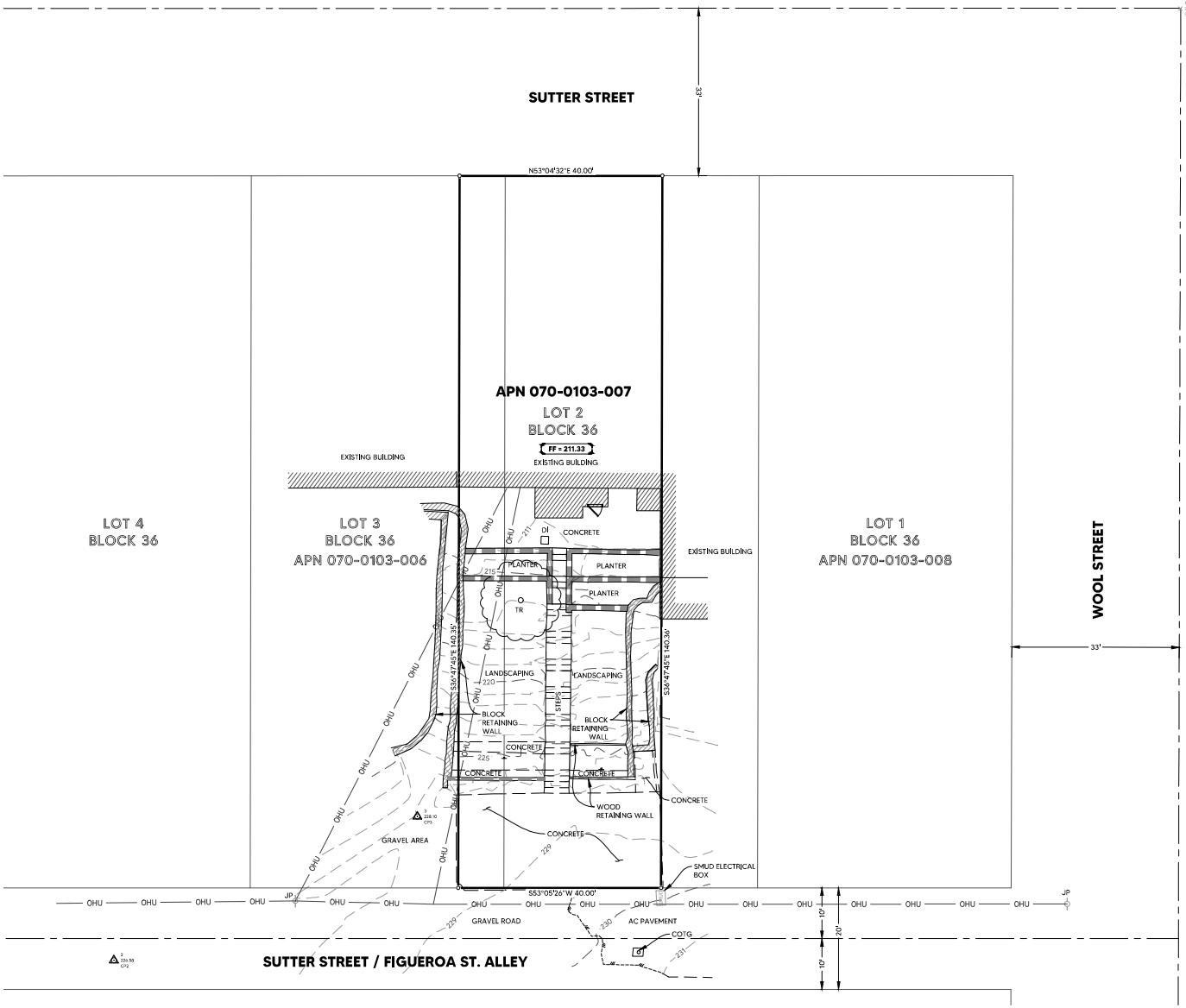
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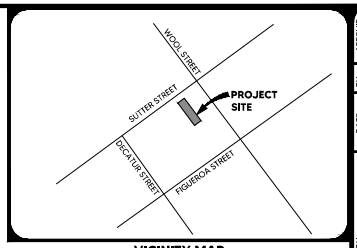
807 SUTTER STREET

TOPOGRAPHIC & BOUNDARY SURVEY

FOLSOM, CA 95630

APN: 070-0103-007





VICINITY MAP
NOT TO SCALE

LEGEND

DESCRIPTION	EXISTING
BOUNDARY LINE	
ADJACENT BOUNDARY LINE	
CENTERLINE	
MAJOR CONTOUR (5')	25
MINOR CONTOUR (1')	
DIMENSION POINT (BOUNDARY LINE)	o
CONTROL POINT AS NOTED	
BUILDING	
DOOR	
FINISHED FLOOR ELEVATION	FF = 100.00
CONCRETE	
EP	
CONCRETE RETAINING WALL	
KEYSTONE RETAINING WALL	
DRAINAGE INLET (DI)	
COTG (SS)	
TREE LOCATION	
JOINT UTILITY POLE (JP)	
OVERHEAD UTILITIES	OHU
SIGN	

SURVEY INFORMATION:

LODESTAR ENGINEERING AND SURVEYING, INC.
PO BOX 681, LINCOLN, CA 95648
PH: (707) 386-9668
CONTACT: TAYLOR ELZE
FIELD SURVEY DATED: JANUARY 2026

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD 83, CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, EPOCH 2011.00, GRID NORTH, BASED ON CSDS VRS GPS OBSERVATIONS PER FIELD SURVEY DURING JANUARY 2026.

BENCHMARK:

BENCHMARK ID: U15-24
DESCRIPTION: STANDARD TABLET STAMPED "U.S.G.S. B.M. DATUM B -224-1908-13" LOCATED APPROX. 200' SOUTHEAST OF INTERSECTION OF MORMAN ST. & SIBLEY ST. IN TOWN OF FOLSOM ON SOUTHWEST SIDE OF SIBLEY ST. IN NORTHEAST CORNER OF LOT OF OLD CATHOLIC CHURCH.
ELEV = 224.62 (NGVD29)

JURISDICTION:

CITY OF FOLSOM

UTILITY NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND RECORD/AS-BUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. NO EXCAVATIONS WERE MADE DURING EXECUTION OF THIS SURVEY. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN REPRESENT ALL SUCH UTILITIES WITHIN OR AFFECTING THE PROPERTY SURVEYED.

NOTICE TO CONTRACTOR - ORDER OF WORK:

PRIOR TO THE START OF ANY CIVIL WORK, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES BY POTHOLING AT ALL POINTS OF POTENTIAL CONFLICT WITH PROPOSED UTILITIES OR PROPOSED POINTS OF CONNECTION WITH EXISTING UTILITIES. IF THE ACTUAL LOCATIONS OF THE EXISTING UTILITIES FOUND IN THE FIELD ARE DIFFERENT FROM WHAT IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT LODESTAR ENGINEERING AND SURVEYING IMMEDIATELY AND PROVIDE THE ACTUAL LOCATION INFORMATION. LODESTAR ENGINEERING AND SURVEYING WILL VERIFY IF THERE ARE ANY CONFLICTS WITH THE IMPROVEMENTS AND WILL PROVIDE MODIFICATIONS TO THE DESIGN TO MITIGATE THE CONFLICTS IF ANY CONFLICTS EXIST.

10 0 10 20
1 INCH = 10 FEET

811 Know what's below. Call before you dig. or (800) 227-2600

REVISION	NO.	DATE	BY	APPROVED

	BY	CHECK
DESIGN	TEE	TEE
DRAWN	TEE	TEE
QUANT.		

ORIGINAL SCALE IS IN INCHES 0 1 2

PRELIMINARY 10-30-25

LODESTAR

ANTHONY MULL ARCHITECTS, INC.
108 SOMBRERO WAY
FOLSOM, CA 95630
PH: (916) 770-0740

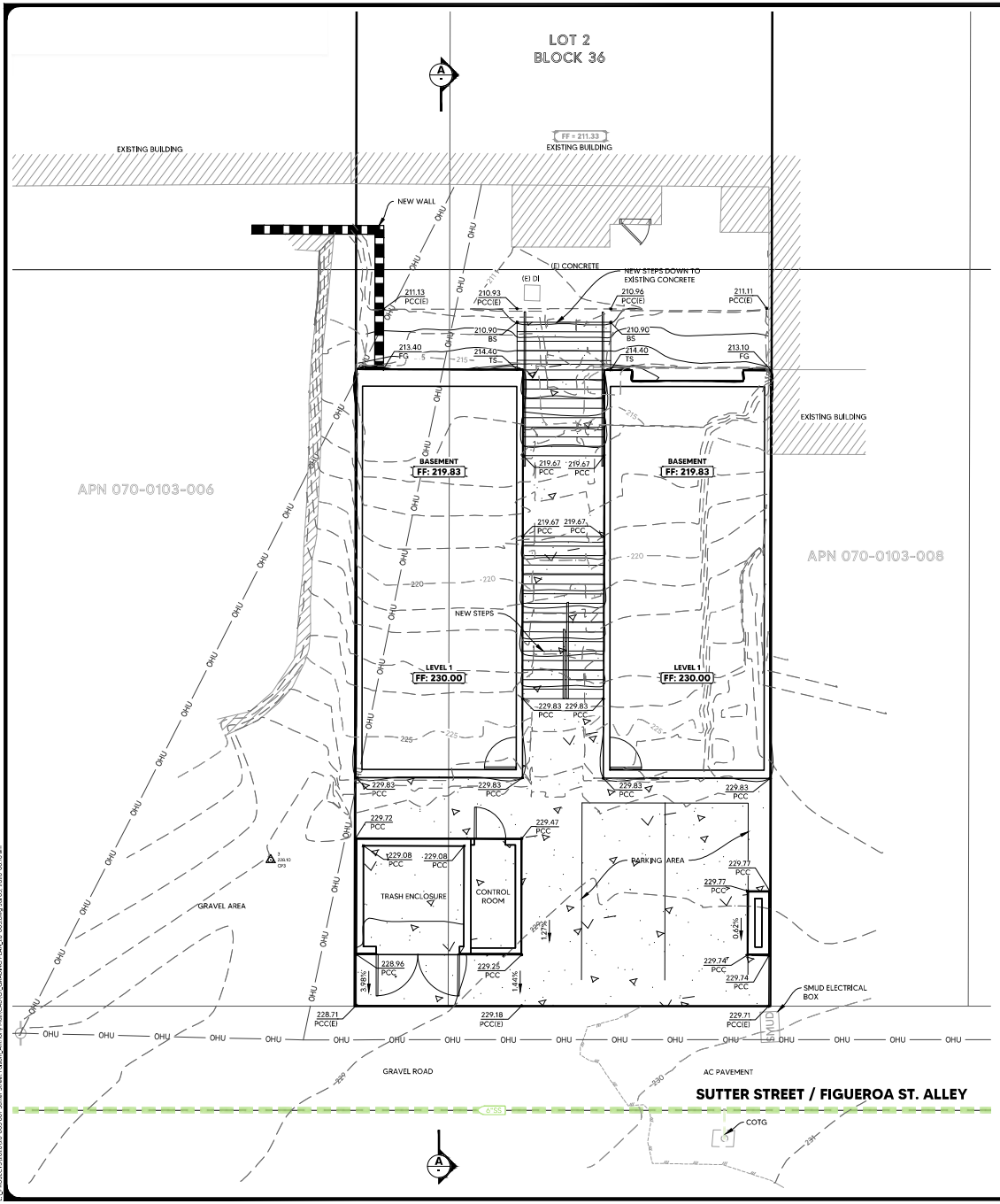
807 SUTTER STREET
FOLSOM, CA

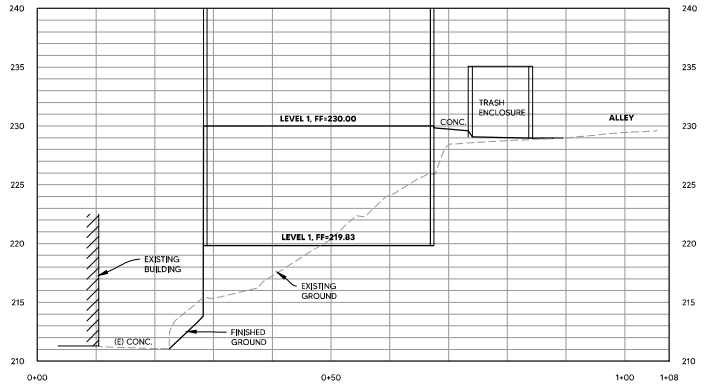
EXISTING CONDITIONS PLAN

Sheet 1
1 of 1
2/3/2026

PROJECT #26-003 - 807 SUTTER STREET, FOLSOM, CA 95630

L:\PROJECTS\2026\26-003 807 Sutter Street (Mason_Anthony)\MULTICAD\V_EX.dwg Feb 03, 2026-02:56 pm





1 **SECTION A**
SCALE: HORZ: 1" = 10'
VERT: 1" = 5'

SHEET LEGEND

FINISHED FLOOR ELEVATION — FF = 100.00
INTERMEDIATE CONTOURS — 25
INDEX CONTOUR
CONCRETE 4" PCC / 4" CL2 AB

GRADING LABEL LEGEND

CALLOUT	DESCRIPTION
X.X%	GRADING SLOPE AND DIRECTION (DOWNHILL)

SPOT ELEVATION
DESCRIPTION LISTED BELOW. NO DESCRIPTION MEANS TP OR TG
XX.XX XX

BS	BOTTOM OF STEP
BW	BOTTOM OF WALL
EG	EXISTING GRADE
(E)	EXISTING ELEVATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
PCC	PORTLAND CEMENT CONCRETE
TS	TOP OF STEP
TW	TOP WALL

GENERAL GRADING AND DRAINAGE NOTES:

1. ALL VALVES, MANHOLES, CLEANOUTS, DI'S, PULLBOXES, ETC. WITHIN LIMITS OF CONSTRUCTION TO BE ADJUSTED TO FINISH GRADE AS NEEDED.
2. GRADING AND PAVING SHALL BE IN ACCORDANCE WITH PROJECT GEOTECHNICAL REPORT.
3. VERIFY ALL UTILITY LOCATIONS, PIPE ELEVATIONS, ETC. PRIOR TO CONSTRUCTION.
4. ALL ACCESSIBLE ROUTES SHALL COMPLY WITH CURRENT ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
5. THE ACCESSIBLE PATH OF TRAVEL SHALL SLOPE AT 5% MAX IN THE DIRECTION OF TRAVEL AND 2% MAX CROSS-SLOPE, PER CBC 11B-403 (UNLESS RAMPS ARE PROPOSED). WHERE THE ACCESSIBLE ROUTE MAKES A 90 DEGREE TURN, THE INTERMEDIATE CORNER SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION. RAMPS SHALL NOT BE GREATER THAN 8.33%. ONLY CURB RAMPS ARE PERMITTED TO BE GREATER THAN 5.0% AND LESS THAN 8.33% RUNNING SLOPE.
6. ALL ADA ACCESSIBLE PARKING SPACES SHALL HAVE SLOPES LESS THAN 2% IN ANY DIRECTION.

5 0 5 10
1 INCH = 5 FEET

811 Know what's **below.** **Call** before you dig. or (800) 227-2600

DESIGN	TEE	CHECK	TEE
DRAWN	TEE	APVD	
QUANT.			

REVISION | DATE | BY | APPR'VD

GRAPHIC SCALE IS IN INCHES

PRELIMINARY — NOT FOR CONSTRUCTION — TAYLOR MULL — No. 27127 — CIVIL — STATE OF CALIFORNIA

LODESTAR

ANTHONY MULL ARCHITECTS, INC.
108 SOMBRERO WAY
FOLSOM, CA 95630
PH: (916) 770-0740

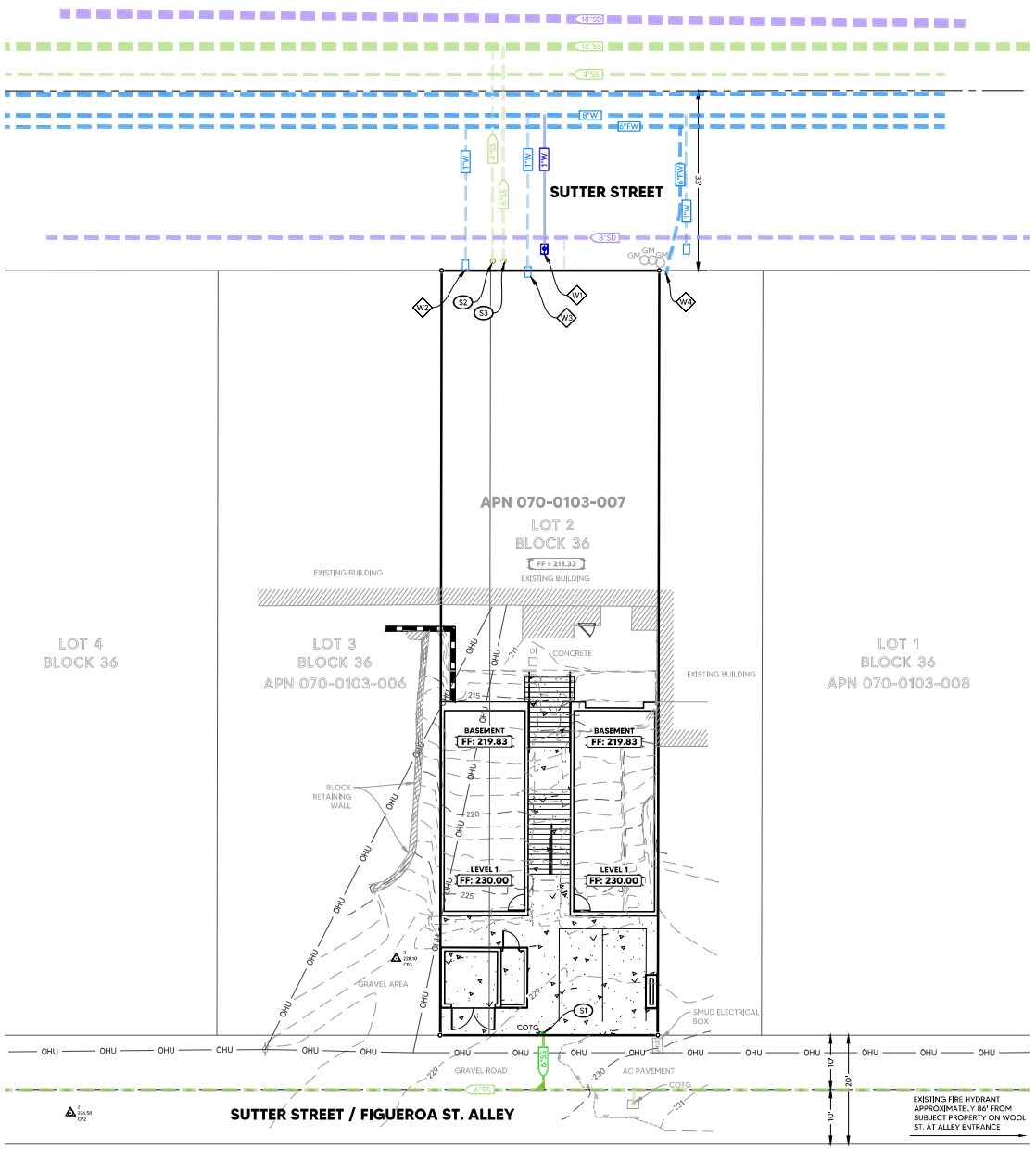
807 SUTTER STREET
FOLSOM, CA

PRELIMINARY GRADING AND DRAINAGE PLAN

Sheet
G1
1 of 2
7/3/2026

PROJECT #26-003 - 807 SUTTER STREET, FOLSOM, CA 95630

L:\PROJECTS\2026\26-003 807 Sutter Street Folsom_Armory\Multi\CAD\G_GRADING PLAN_26-003.dwg, Jul 03, 2026 - 9:16 am



SHEET LEGEND

PROPOSED	DESCRIPTION	EXISTING
XX"SD	(P) STORM DRAIN	(E) STORM DRAIN XX"SD
XX"SS	(P) SANITARY SEWER	(E) SANITARY SEWER XX"SS
XX"W	(P) WATER	(E) WATER XX"W
	COTG (SS)	
	WATER METER	

SANITARY SEWER KEYNOTES:

- S1 PROPOSED 4" SANITARY SEWER LATERAL AT MINIMUM 2.0% SLOPE. NEW BUILDINGS TO HAVE SEWER PUMP UP TO NEW GRAVITY SEWER LINE.
- S2 EXISTING SEWER LATERAL (FOR GREASE) TO REMAIN.
- S3 EXISTING SEWER LATERAL (FOR BUILDING) TO REMAIN.

WATER KEYNOTES:

- W1 PROPOSED 1" SERVICE AND METER. ON CUSTOMER SIDE OF METER CONSTRUCT 2" SERVICE LINE THROUGH EXISTING BUILDING TO NEW UNITS OF SUBJECT PROJECT. NEW SERVICE TO BE UTILIZED FOR DOMESTIC FLOW AND FIRE FLOW IF POSSIBLE.
- W2 EXISTING IRRIGATION SERVICE (FOR PUBLIC LANDSCAPING) TO REMAIN.
- W3 EXISTING 1" DOMESTIC SERVICE (FOR EXISTING BUILDING AT 807/809 SUTTER STREET) TO REMAIN.
- W4 EXISTING 6" FIRE SERVICE TO REMAIN. FIRE SPRINKLER DESIGNER TO ANALYZE EXISTING AND PROPOSED BUILDING FIRE DEMAND TO DETERMINE IF UTILIZING EXISTING 6" FIRE SERVICE IS NECESSARY AND/OR POSSIBLE. SEE KEYNOTE W1.

10 0 10 20
1 INCH = 10 FEET

811 Know what's below. Call before you dig. or (800) 227-2600

	APP'VD	BY	DATE	REVISION	NO	CHECK	BY
						TEE	TEE
DESIGN						TEE	TEE
DRAWN							
QUANT.							

ORIGINAL SCALE IS 24 INCHES

PRELIMINARY

LODESTAR

ANTHONY MULL ARCHITECTS, INC.
108 SOMBRERO WAY
FOLSOM, CA 95630
PH: (916) 770-0740

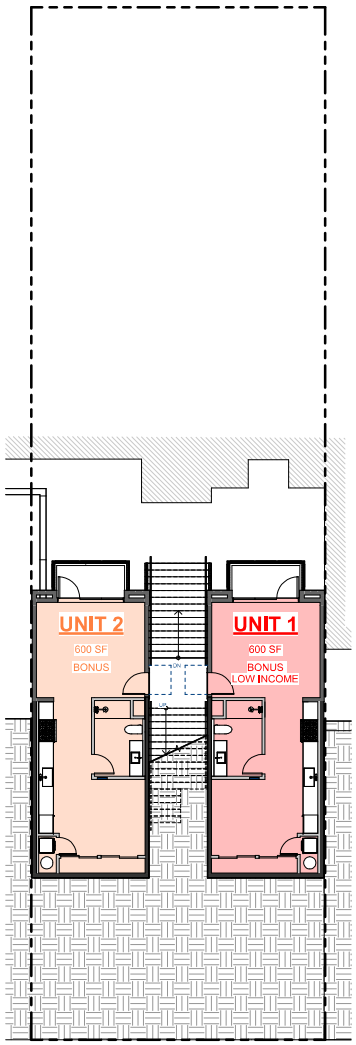
807 SUTTER STREET
FOLSOM, CA

PRELIMINARY WATER & SEWER PLAN

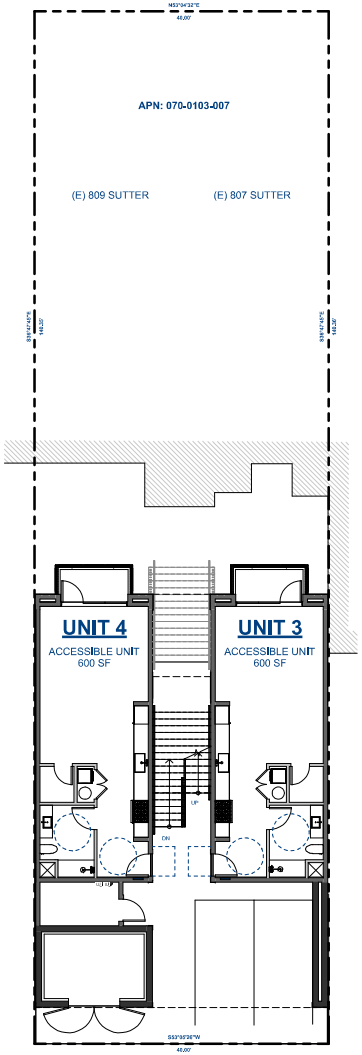
Sheet C1
2 of 2
7/3/2026

PROJECT #26-003 - 807 SUTTER STREET, FOLSOM, CA 95630

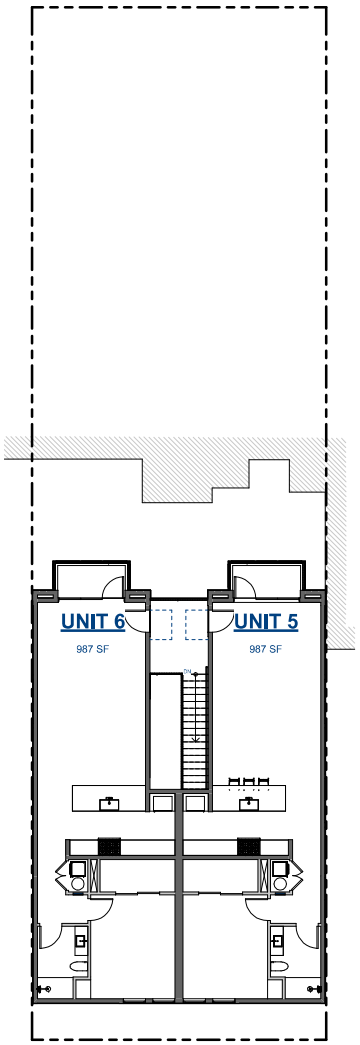
Attachment 4
Density Bonus Plan



UNITS - BASEMENT
1/8" = 1'-0"



UNITS - ALLEY
1/8" = 1'-0"



UNIT - UPPER
1/8" = 1'-0"

UNIT TYPE & DENSITY BONUS:

UNIT	DENSITY	TYPE	SIZE	
UNIT 1	BONUS	LOW INCOME / RENT CAP	600 SF	
UNIT 2	BONUS		600 SF	
UNIT 3	BY RIGHT	ACCESSIBLE	600 SF	
UNIT 4	BY RIGHT	ACCESSIBLE	600 SF	
UNIT 5	BY RIGHT		987 SF	
UNIT 6	BY RIGHT		987 SF	

DENSITY BONUS: 4 UNITS BY RIGHT WITH A BONUS OF 50%, ALLOWING FOR 6 UNIT MAX.

LOW INCOME RENT CAP: THE PRODUCT OF 30 PERCENT TIMES 60 PERCENT OF THE AREA MEDIAN INCOME ADJUSTED FOR FAMILY SIZE APPROPRIATE FOR THE UNIT

ANTHONY MULL ARCHITECTS

JOB #
AMA_24-11

DATE
08/11/26

CLIENT
MOE HIRANI

PROJECT ADDRESS
807/809 SUTTER ST.
FOLSOM, CA. 95630

PROJECT NAME
SUTTER LOFTS

REVISIONS
DATE DESCRIPTION

NOT FOR CONSTRUCTION

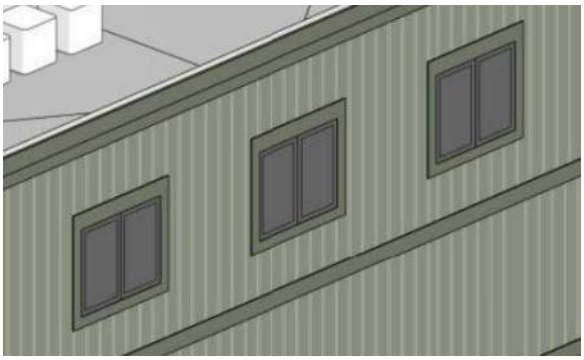
PHASE
DESIGN REVIEW

SHEET NAME
UNIT TYPES & DENSITY BONUS

SHEET NUMBER
A020

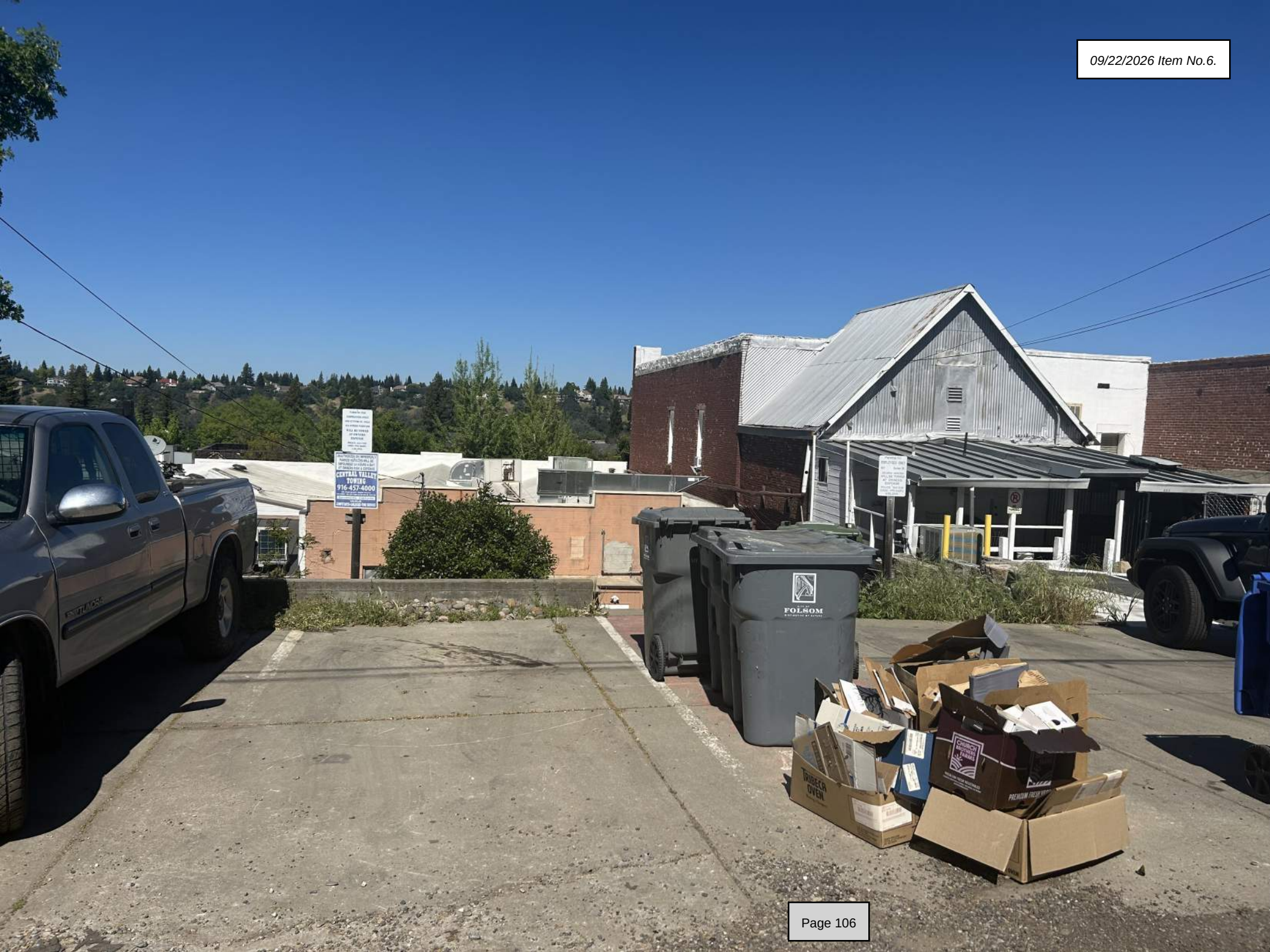
Attachment 5
Design Element Comparison

Design Element Comparison		
Building Element	**Project Building**	**Other Buildings**
Brick Veneer Front Façade	 Sutter Lofts (807 & 809 Sutter Street)	 Whiskey Row Lofts (905 Sutter Street)
Balcony Design	 Sutter Lofts (807 & 809 Sutter Street)	 Whiskey Row Lofts (905 Sutter Street)
Cantilever Patio Cover	 Sutter Lofts (807 & 809 Sutter Street)	 Roundhouse Building (824 Sutter Street)

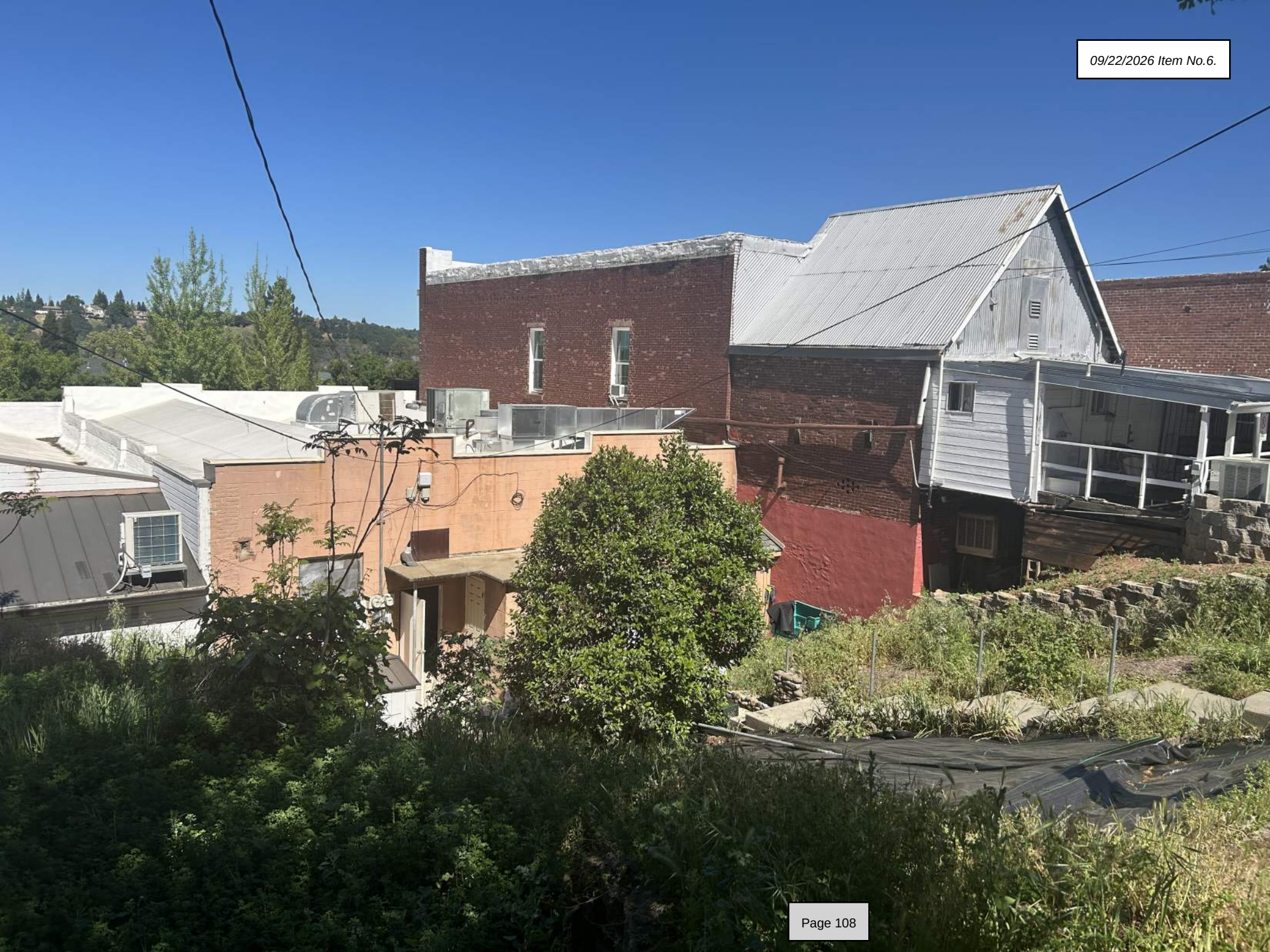
Window Frame Color (Burgundy) and Window Grid Pattern	 Sutter Lofts (807 & 809 Sutter Street)	 Existing Commercial Building (807 & 809 Sutter Street)
Faux Windows	 Sutter Lofts (807 & 809 Sutter Street)	 Whiskey Row Lofts (905 Sutter Street)
Cornice	 Sutter Lofts (807 & 809 Sutter Street)	 Existing Commercial Building (807 & 809 Sutter Street)

Attachment 6
Site Photos




CENTRAL VALLEY
TOWING
916-457-4000
FOLSOM
TRIBECA
OVEN


CENTRAL VALLEY



Attachment 7
Heritage Preservation League Comment Letter

HERITAGE PRESERVATION LEAGUE OF FOLSOM
PROJECT APPLICATION REVIEW
August 10, 2026

PROJECT: New Residential Building with six units named Sutter Lofts
807 Sutter Street in Sutter Street Subarea

PROJECT HISTORY: Application Circulated by the City on July 16, 2026
Feedback requested by July 31, 2026

The Heritage Preservation League has been in contact with the applicant regarding the visibility of the proposed building from surrounding public right-of-way areas. No conclusion has been reached.

PROJECT SITE
Sutter Street Subarea is Folsom's historic business district. The Design Concept for this area is commercial designs used in Folsom before year 1900. Only exceptional building designs from a somewhat earlier time frame (1900-1950) may be considered.

A one-story retail building is currently located at 807 Sutter Street. The applicant is proposing to add a 4,374 square foot residential building with six units in the south half of the property. This building would be accessed from the alley.

BUILDING SIZE
It is the applicant's conclusion that the proposed building will only be marginally visible from Sutter Street. No information is available regarding visibility from Wool Street or the rear alley. Because it is not possible to verify how much of the building can be seen from adjacent right-of-way areas, HPL has assumed that the architecture along all sides of the building will need to be addressed.

The overall height of the proposed building (when measured along the north façade) is 42 feet. This is 7 feet above the height requirement for buildings along Sutter Street. Because the north façade is set back 80 feet, it is not clear if the proposed building height should require the applicant to apply for a height variance.

HPL has noted that the proposed building is three stories high, while the existing buildings at 807 Sutter Street and 811 Sutter Street (west of the project site) are only one story high. This does not conform to the massing standards of the Design Guidelines for the Historic District. According to the Historic Commercial Design Criteria, building heights should only increase in one floor increments.

Recommendation:

- The applicant should provide more information regarding the visibility of the new building (from Sutter Street, Wool Street, and the rear alley), before staff makes a decision regarding building height requirements and the potential need for a variance.

ARCHITECTURE

The proposed architecture does not reflect the design criteria of the area or any specific architectural style. As a result, the building (and especially the front façade facing the alley) does stand out as a recent addition to the Sutter Street Subarea. The following details contribute to this impression:

a) The selection of board and batten siding for a building with a flat roof.
b) The use of metal panels for the trash enclosure/control room.
c) Glazing with large undivided windowpanes.

It is HPL's opinion that relatively minor design changes could improve the overall impression of the proposed new building. The applicant is encouraged to consider some of the following design changes:

Recommendations:

- Replace the proposed façade materials with brick and stucco.
  (As an example, the two lower floors of the front and side elevations [including the trash enclosure] could be covered by brick, and the top floor could be covered by stucco.)

- Consider several minor changes along the visible part of the north façade.
  (Including adding a more prominent cornice at the top of the building, using balcony windows with divided windowpanes, and adding an arch at the top to the of the open stairwell (below the building sign).

- Select front windows (facing the alley) with a more historic look.
  (*At a minimum divided windowpanes could be used*.)

- Add a more prominent cornice at the top of the building.
  (*Along all sides of the building*.)

- Use a soft color palette that is compatible with the existing brick façade along the east side of 801 Sutter Street (facing Wool Street).

- Select a rustic wood gate for the trash enclosure.

BUILDING CODE

The following aspects of the proposed building design have raised HPL's concerns:

a) The only windows in four of the proposed residential units are facing the rear balcony (and the narrow open space behind the building).
b) An elevator has not been included with the proposed three-story building.

If the adjacent commercial building at 811 Sutter Street (west of the project site) is enlarged in the future, the small rear courtyard behind the proposed residential building would become enclosed on all sides. As a result, four of the proposed residential units could only be accessed through the central staircase.

Recommendation:

- HPL recommends that the staff report/presentation should include an accessibility study prepared by the Building Department.

Attachment 3

CONDITIONS OF APPROVAL FOR SUTTER LOFTS PROJECT (MSTR26-00054) 807 & 809 SUTTER STREET, DESIGN REVIEW				
Cond. No.	**Mitigation Measure**	**Condition of Approval**	**When Required**	**Responsible Department**
		GENERAL REQUIREMENTS		
1.		***Final Development Plans*** The applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below, as modified by these conditions of approval: • Plan Set (Attachment 3) • Density Bonus Site Plan (Attachment 4) This design review and density bonus approval is for the Sutter Lofts Project (MSTR26-00054) located at 807 & 809 Sutter Street, which includes design review for a six (6) unit, 4,374 square-foot rear apartment building. Implementation of the project shall be consistent with the above-referenced items as modified by these conditions of approval.	B	CD (P)(E)
2.		***Community Development Department Subsequent Review*** Building plans, and all civil engineering, improvement, landscape, and irrigation plans shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.	B	CD (P)(E)(B)
3.		***90-Day Protest Period*** The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code Section 66020, the applicant will be legally barred from later challenging such exactions.	OG	CD (E)(P)

4.		***Indemnity for City*** The owner/applicant shall 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. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur: • The City bears its own attorney's fees and costs; and • The City defends the claim, action or proceeding in good faith. The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant.	OG	CD (P)(E)(B) PW, PR, FD, PD
5.		***Validity*** The project approval granted under this staff report (design review and density bonus) shall remain in effect for two years from final date of approval (**Expires September 8, 2028**). Failure to obtain the relevant building or other permits within this time period, without the subsequent extension of this approval, shall result in the termination of this approval. The owner/applicant may file an application with the Community Development Department for an extension not less than 60 days prior to the expiration date of the approval, along with appropriate fees and necessary submittal materials pursuant to Folsom Municipal Code Section 17.52.350. If after approval of this project, a lawsuit is filed which seeks to invalidate any approval, entitlement, demolition permit, sign permit or other construction permit required in connection with any of the activities or construction authorized by the project approvals, or to enjoin the project contemplated herein, or to challenge the issuance by any governmental agency of any environmental document or exemption determination, the project approval shall be tolled during the time that any litigation is pending, including any appeals.	OG	CD (P)
DEVELOPMENT COSTS AND FEE REQUIREMENTS				
6.		***Applicable Taxes, Fees, and Charges*** The owner/applicant shall pay all applicable taxes, fees and charges at the rate and amount in effect at the time such taxes, fees and charges become due and payable.	B	CD(P)(E)

7.		***Existing Assessments*** If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	B	CD(E)
8.		***Use of Outside Legal Counsel and Consultants*** The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the applicant shall reimburse the City for all outside legal fees and costs incurred by the City for such services. The 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 applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.	OG	CD(P)(E)
9.		***Special Study Reimbursement*** If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the applicant shall reimburse the City for actual costs it incurs in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the improvement plans, or beginning inspection, whichever is applicable.	B	CD(P)(E)
10.		***Development Impact Fees*** This project shall be subject to all applicable City-wide development impact fees, unless exempt by previous agreement. This project shall be subject to all applicable City-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, fees for fire protection, park facilities, park equipment, Humbug-Willow Creek Parkway, Light Rail, 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 (**September 8, 2026**). The fees shall be calculated at the fee rate in effect at the time of building permit issuance.	B	CD (P), PW, PK
11.		***School District Fees*** The owner/applicant agrees to pay to the Folsom-Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with	B	CD (P) (E)

		Section 65970) of the Government Code; and Sections 65995, 65995.5 and 65995.7 of the Government Code.		
SITE DEVELOPMENT REQUIREMENTS				
12.		***Geotechnical Report*** Prior to the issuance of any grading, improvement permit, and/or building permit, the owner/applicant shall have a geotechnical report prepared by an appropriately licensed engineer that includes an analysis of site suitability, proposed foundation design for all proposed structures, and roadway and pavement design. The geotechnical report shall be inclusive of any proposed wall calculations. The report and calculations are subject to review and approval by the Community Development Department.	G, B	CD (E)
13.		***Improvement Plan Review*** The improvement plans for the required public and/or private improvements shall be reviewed and approved by the Community Development Department prior to issuance of a building permit for the project.	I, B	CD (E)
ARCHITECTURAL REQUIREMENTS				
14.		***Architectural Requirements*** The project shall comply with the following requirements: a) This approval is for the Sutter Lofts Project (MSTR26-00054), which includes design review for a six (6) unit, 4,374 square-foot rear apartment building as shown in Attachment 3, located at 807 & 809 Sutter Street. b) Any changes to the level of architectural detailing shown in Attachments 3, if not determined to be substantially consistent with the approved plans by the Community Development Department, shall be subject to a subsequent design review. c) 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. d) A Building Permit shall be required. All Conditions of Approval as outlined herein shall be made as a note or separate sheet on the Construction Drawings.	OG	CD (P)(E); PW

15.		***Site and Building Lighting*** All lighting, including but not limited to 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.	I, B	CD (P)
16.		***Addressing Plan*** An addressing and building number plan shall be submitted for review and approval by the City consistent with the City's addressing guidelines prior to or as part of the building permit package.	B	CD (P), FD, PD
DENSITY BONUS REQUIREMENTS				
17.		***Affordable Unit Restriction*** Project approval is contingent upon the owner/applicant recording a restrictive covenant requiring at least one (1) residential unit within the project to be restricted to low-income households, as defined by the California Department of Housing and Community Development, for a minimum period of 55 years.	B	CD (P)
WASTEWATER REQUIREMENTS				
18.		***Wastewater Requirements*** The following requirements apply to the wastewater connection location as depicted on the plan set in Attachment 3 for a 4-inch sewer lateral size. Any subsequent changes or deviations must be submitted to the Utilities and Public Works Departments for review and approval, and shall comply with any requirements imposed for the revised configuration and/or size: a) The sewer lateral from the ROW/property line to the sewer distribution main shall be gravity flow only. b) A Lower Lateral cleanout shall be placed at the ROW/property line and the on-site force main shall connect upstream of the lower lateral cleanout on private property. c) The on-site lift station and force main shall be privately owned, operated and maintained by the owner/applicant d) All sewer located within the public ROW per City Design Standard is required to be SDR-26 pipe with heavy wall SDR-26 sewer fittings. e) The sewer lateral connection to the main shall be constructed in accordance with City of Folsom sewer construction standards and details.	I	UT

WATER REQUIREMENTS				
19.		***Water Requirements*** The following requirements apply to the water connections as depicted on the plan set in Attachment 3. Any subsequent changes or deviations from these plans must be submitted to the Utilities and Public Works Departments for review and approval, and shall comply with any requirements imposed for the revised configuration and/or size: a) All backflow devices shall be RPPA backflow devices paired with OS&Y shut-off valves designed to fit tight spaces to be consistent with all other RP devices located on Sutter Street. b) All RPPA devices shall be USC approved. c) All backflow devices will be required to be installed in a custom fabricated cover/box similar to all other devices located on Sutter Street. d) Per the City's Standard Construction Specifications section 4.12.2.B water service pipes, water meters and backflow devices shall all be the same size. Necking down of piping is not allowed. e) Per City of Folsom Water Design Standards 16.4.O.1 – Residential Water Services saddles shall be a minimum of 12-inches from the end of the water main and 18 inches to 24 inches away from any other water service saddle or pipe joint. f) The water service and all appurtenances shall be designed and constructed in accordance with City of Folsom water construction standards and details. g) Any installation or connection to the Sutter Street waterline that impacts existing public right-of-way improvements shall require coordination with the Public Works and Community Development Departments. The owner/applicant is responsible for restoring all disturbed areas—including but not limited to paving, granite lip and gutter, and concrete—to City standards and within limits determined by staff.	I	UT
DRY UTILITY REQUIREMENTS				
20.		***Coordination with Utility Agencies*** The owner/applicant shall coordinate the planning, development and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.).	OG	CD (P) (E), PW
21.		***Dry Utility Connections*** Future dry utility connection services (electrical, gas, telephone, etc.) for new buildings shall be placed underground at the project site.	B	CD (E)
TRIBAL AND CULTURAL RESOURCE REQUIREMENTS				
22.		***Accidental Discovery of Human Remains*** Although considered highly unlikely, there is always the possibility that ground disturbing	DC	CD (P)(E)

		activities during construction may uncover previously unknown human remains. In the event of an accidental discovery or recognition of any human remains, Public Resource Code (PRC) Section 5097.98 must be followed. Once project-related earthmoving begins and if there is a discovery or recognition of human remains, the following steps shall be taken: 1. There shall be no further excavation or disturbance of the specific location, or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains are Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in PRC Section 5097.98, or 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance: a. 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; b. The descendent identified fails to make a recommendation; or The landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.		
23.		***Accidental Discovery of Cultural Resources*** In the event that cultural resources are exposed during ground-disturbing activities, construction activities shall be halted within 100-feet of the discovery. Cultural resources could consist of but are not limited to stone, bone, wood, or shell artifacts, or features including	DC	CD (P)(E)

		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.		
24.		***Management of Tribal Cultural Resources*** Should any indications of possible tribal cultural resources (TCRs), such as cultural features, unusual amounts of bone or shell, or cultural belongings be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) shall be notified immediately. The appropriate oversight agency(ies) shall retain a tribal representative or Tribal Historic Preservation Officer (THPO) who shall assess the significance of the find by evaluating the resource to determine if it is a TCR as defined in Section 21074 of the Public Resources Code. If the resource is a TCR as defined in state law, and it would be subject to disturbance or destruction, the City shall consult with the THPO or their designee to determine the appropriate treatment before resuming construction activities at the TCR.	DC	CD (P)(E)
MISCELLANEOUS REQUIREMENT				
25.		***Noise Ordinance*** Compliance with the City of Folsom Noise Control Ordinance (FMC 8.42), General Plan Safety & Noise Element and Standard Construction Specifications and Details Section 7.23 is 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. Request to work during days and times not permitted under these regulations may only occur with written permission from the City of Folsom Community Development Director or duly authorized deputy.	I, B	CD (P)(E)
26.		***Drainage Restrictions*** No drainage, including surface water, groundwater, or roof runoff, shall be directed or allowed to cross over the property line onto adjacent properties, unless through an easement. City standard drainage swales are required along all property lines where drainage runoff may cross over the property line.	OG	CD (P)(E)
27.		***Alleyway Parking Restrictions*** If the property has access to an alleyway, parking for the property shall not impede public	OG	CD (P)

		service access in the alleyway (e.g., waste collection, emergency vehicle access, etc.).		
28.		***Sign Permit Required*** A Sign Permit is required for proposed signage. The proposed signage shall be revised to comply with the requirements of FMC 17.59.070(D) (Sign Requirements for Multifamily Residential) and FMC 17.52.510(E) (Sutter Street Subarea Sign Requirements)	B	CD (P)
29.		***Sutter Street Parking Restrictions*** **Tenants shall be advised of the 3-hour parking restriction on Sutter Street by the owner/applicant.** ***(This condition was added at the 9/2/26 Historic District Commission meeting).***	OG	CD (P)

RESPONSIBLE DEPARTMENT		WHEN REQUIRED	
CD (P) (E) (B) (A)	Community Development Department Planning Division Engineering Division Building Division Arborist 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		
FD	Fire Department		
UT	Utilities		

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11695 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review for a New Custom Home Project Located at 315 Sutter Street and Determination that the Project is Exempt from CEQA.
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

The Historic District Commission held a public meeting for the project on September 2, 2026. Staff recommends that the City Council take the following action confirming the Commission's decision:

1. Approve Resolution No. 11695 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review for a New Custom Home Project Located at 315 Sutter Street and Determination that the Project is Exempt from CEQA.

BACKGROUND / ISSUE

The applicant is requesting approval for design review application for a 3,991 square-foot new custom home, an 884 square-foot detached garage. and a 850 square-foot above garage detached Accessory Dwelling Unit (ADU) located at 315 Sutter Street, as discussed in the attached Staff Report.

POLICY / RULE

Folsom Municipal Code (FMC) Section 17.52.300 requires that all new office, industrial, commercial, and residential structures undergo design review by the Historic District Commission. However, as a result of the recent litigation, all entitlements in the Historic District are being submitted to City Council for final approval.

Folsom Municipal Code (FMC) Section 17.105.110 states that all accessory dwelling units (ADUs) which are not 66323 units in the Historic District shall be subject to a ministerial design review by the Community Development Director against objective design standards in FMC Sections 17.105.190 and 17.105.200. Furthermore, any proposed garage space that is a part of a detached ADU shall be reviewed concurrently through the ministerial review process.

ANALYSIS

Staff have determined that the project complies with the standards of the Folsom Municipal Code and the Historic District Design and Development Guidelines, as discussed in the attached staff report.

FINANCIAL IMPACT

The project does not impact the General Fund.

ENVIRONMENTAL REVIEW

The project is categorically exempt from environmental review under Section 15303 (New Construction or Conversion of Small Structures) and 15061(b)(3) (Common Sense) of the CEQA Guidelines. Based on staff's analysis of this project, none of the exceptions in Section 15300.2 of the CEQA Guidelines apply to the use of the categorical exemptions in this case.

ATTACHMENTS

1. Resolution No. 11695 – A Resolution Approving the Historic District Commission's Recommendation for Approval of a Design Review for a New Custom Home Project Located at 315 Sutter Street and Determination that the Project is Exempt from CEQA.
2. Historic District Commission Staff Report and Attachments, dated September 2, 2026

Submitted,



PAM JOHNS
Community Development Director

Attachment 1

RESOLUTION NO. 11695

A RESOLUTION APPROVING THE HISTORIC DISTRICT COMMISSION'S RECOMMENDATION FOR APPROVAL OF A DESIGN REVIEW APPLICATION FOR A NEW CUSTOM HOME PROJECT LOCATED AT 315 SUTTER STREET AND DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA

WHEREAS, the Historic District Commission on September 2nd, 2026, held a public meeting on the proposed design review application for the 315 Sutter St., New Custom Home Project (DRCL26-00101), reviewed the staff report as well as the associated exhibits and attachments, considered public comment, and provided a recommendation to City Council; and

WHEREAS notice has been given at the time and in the manner required by State Law and City Code; and

WHEREAS the Historic District Commission determined that the proposed project would be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15303 and Section 15061(b)(3);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby confirms the recommendation of the Historic District Commission and approves a design review application for the 315 Sutter St., New Custom Home Project.

This approval is subject to the conditions of approval included in the staff report presented to the City Council and this Resolution is based on the following findings:

GENERAL FINDINGS

A. NOTICE OF PUBLIC MEETING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.

B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN AND ZONING CODE OF THE CITY.

CEQA FINDINGS

C. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND UNDER SECTION 15061 (COMMON SENSE) OF THE CEQA GUIDELINES.

D. NONE OF THE EXCEPTIONS LISTED UNDER CEQA GUIDELINES SECTION 15300.2 ARE PRESENT.

DESIGN REVIEW FINDINGS

E. THE PROJECT IS IN COMPLIANCE WITH THE GENERAL PLAN, APPLICABLE ZONING ORDINANCES, AND THE HISTORIC DISTRICT DESIGN AND DEVELOPMENT GUIDELINES ADOPTED BY THE CITY COUNCIL.

F. THE BUILDING MATERIALS, TEXTURES AND COLORS USED IN THE PROPOSED PROJECT ARE COMPATIBLE WITH SURROUNDING DEVELOPMENT AND ARE CONSISTENT WITH THE GENERAL DESIGN THEME OF THE NEIGHBORHOOD.

PASSED AND ADOPTED this 8th day of September, 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

AGENDA ITE
Type: Public Meeting
Date: September 2, 2026

Historic District Commission Staff Report

50 Natoma Street, Council Chambers
Folsom, CA 95630

PROJECT INFORMATION

Project Name: 315 Sutter St., New Custom Home Project
File Number: DRCL26-00101
Request: Design Review and Determination that the Project is Exempt from CEQA

Location: 315 Sutter Street, Folsom, CA 95630 (APN 070-0120-068-0000)
General Plan Designation: Single-Family, High Density (SFHD)
Zoning: Residential, Single Family, Small Lot District (R-1-M); Figueroa Subarea (FIG) of the Historic Residential Primary Area of the Historic District

Staff Contact: Nathan Stroud, Associate Planner, nstroud@folsom.ca.us, (916) 461-6220
Property Owner: Paris Design + Build; 5464 2nd Street, Rocklin CA 95677
Applicant: Matthew Paris; 5464 2nd Street, Rocklin CA 95677

Project Summary: The proposed project involves Design Review for a 3,991 square-foot new custom home, an 884 square-foot detached garage, and an 850 square-foot above garage detached accessory dwelling unit (ADU), located at 315 Sutter Street. The residence has elements of the National Folk (c. 1850–1930) and Craftsman styles (c. 1905–1930), and the ADU has chosen to comply with the objective design requirements of the ADU Craftsman style outlined in FMC 17.105.200. Staff have determined that the project conforms to the development standards of the Folsom Municipal Code (FMC), and generally conforms with the design guidelines of the Historic District Design and Development Guidelines (DDGs).

The Historic District Commission's discretionary review authority is limited to only to the new custom home. The ADU and garage is subject only to a ministerial review for adherence to objective standards. The Historic District Commission will provide a recommendation, and the City Council will take final action.

Recommendation: Move to recommend confirming staff's determination that the 315 Sutter St., New Custom Home Project is exempt from CEQA under Section 15303 (New Construction or Conversion of Small Structures) and 15061(b)(3) (Common Sense Exemption), and recommend approval of an application (DRCL26-00101) for Design Review for said project at 315 Sutter Street, based on the findings (Findings A-F), and subject to the conditions of approval (Conditions 1-24) attached to the staff report.

PROJECT DESCRIPTION

Project Setting

The project site is a vacant 7,012 square-foot (0.16 acre) parcel with no existing structures or trees, located in the Figueroa Subarea of the Historic District. The property is a relatively flat lot with front street and rear alley access. The project site is not adjacent to any listed historic resources.



Figure 1 – Vicinity Map

Applicant's Request

The applicant, Matthew Paris, is requesting approval for Design for a 3,991 square-foot new custom home, an 884 square-foot detached garage, and an 850 square-foot above garage detached accessory dwelling unit (ADU), located at 315 Sutter Street. The residence is proposed to have elements of the National Folk (c. 1850–1930) and Craftsman (c. 1905 – 1930) styles , and the ADU has chosen to comply with the objective design requirements of the ADU Craftsman style outlined in FMC 17.105.200. The ADU is only subject to a ministerial review, and FMC 17.105.110(A)(1)(a) states that any garage attached to the ADU would be reviewed ministerially together with the ADU. As such, the design review for the ADU and garage is limited to adherence to objective standards in the FMC, and only the proposed main residence is subject to a discretionary design review. Staff have provided an analysis of the ADU and the detached garage's adherence to the objective standards of FMC 17.105 (Accessory Dwelling Units) and FMC 17.52.480 (Accessory Buildings) in later sections of this staff report.

Policy/Rule

Design Review – Main Residence

Folsom Municipal Code (FMC) Section 17.52.300 states that the Historic District Commission shall review projects involving new office, industrial, commercial, and

residential buildings in the Historic District. FMC Section 17.52.330 states that, in reviewing projects, the Commission shall consider the following criteria:

a) Project compliance with the General Plan and any applicable zoning ordinances;

b) Conformance with any city-wide design guidelines and historic district design and development guidelines adopted by the city council;

c) Conformance with any project-specific design standards approved through the planned development permit process or similar review process; and

d) Compatibility of building materials, textures and colors with surrounding development and consistency with the general design theme of the neighborhood.

Additionally, as a result of the recent litigation, all entitlements in the Historic District are being submitted to City Council for final approval.

Design Review – ADU and Garage

Folsom Municipal Code (FMC) Section 17.105.110 states that all accessory dwelling units (ADUs) which are not 66323 units in the Historic District shall be subject to objective design standards in FMC Sections 17.105.190 and 17.105.200. Furthermore, all ADUs are subject to a ministerial review by the Community Development Director, and proposed garage space that is a part of a detached ADU shall be reviewed concurrently through the ministerial review process.

ANALYSIS

General Plan Consistency

The General Plan land-use designation of the project site is Single-Family, High Density (SFHD). This designation allows for single-family residential development. The following table shows applicable General Plan goals/policies:

General Plan Policies (2035)	
Goals/Policies	**Description**
NCR 5.1.6 (Historic District Standards)	Maintain and implement design and development standards for the Historic District.

As discussed later in this report, the project complies with the development standards of FMC Section 17.52.540, and generally meets the guidelines of the Historic District Design and Development Guidelines, consistent with General Plan Policy NCR 5.1.6. Overall, the project has been determined to comply with the goals and policies of the Folsom General Plan.

Zoning Consistency

The project site is within the Residential, Single Family, Small Lot Zoning District (R-1-

M) and is within the Figueroa Subarea (FIG) of the Historic Residential Primary Area of the Historic District. Within the zoning district, single-family residential uses are permitted. The project is primarily regulated by the standards of the Historic Residential Primary Area; however, in the absence of a specific standard, the provisions of the underlying R-1-M zoning district apply.

The following table shows how the proposed main residence relates to applicable development standards:

Historic Residential Primary Area Development Standards (FMC 17.52.540)		
Standard	**Required**	**Proposed**
Front Setback	20 Feet	20 Feet
Side Setback	5 Feet	≥5 Feet
Rear Setback	20 Feet	~52 Feet
Minimum Pervious Surface	45%	~50%
Parking Space Location	Located outside of front yard	Located outside of front yard
Applicable R-1-M Development Standards (FMC 17.52.540)		
Standard	**Required**	**Proposed**
Height Maximum	35 Feet	31 Feet, 8 Inches
Parking Requirement	2 Covered Parking Spaces	2 Covered Parking Spaces

The following table shows how the proposed detached ADU relates to applicable development standards:

Applicable Detached ADU Development Standards (FMC 17.105.150)		
Standard	**Required**	**Proposed**
Maximum Size (One Bedroom ADU)	850 square-feet	850 square-feet
Front Setback	Not located in front of main residence	Not located in front of main residence
Side Setback	4 Feet	≥5 Feet
Rear Setback	4 Feet	5 Feet
Building Separation	6 Feet	>14 Feet
Height Maximum	25 Feet	25 Feet

The following table shows how the proposed detached garage relates to applicable development standards:

Applicable Accessory Building Development Standards (FMC 17.52.480)		
Standard	**Required**	**Proposed**
Front Setback	20 Feet; Not located in front of main residence	102 Feet; Not located in front of main residence
Side Setback	5 Feet	≥5 Feet
Rear Setback	5 Feet	5 Feet
Maximum Size	50% of the size of the main residence	~22%
Maximum Rear Yard Coverage	50% of required rear yard	~43%

Overall, the project has been determined to satisfy the use and development standards of the Residential, Single Family, Small Lot Zoning District (R-1-M), the Historic District, and the ADU Ordinance outlined in the Folsom Municipal Code.

Discretionary Design Review

Architectural Context

The DDGs state that the intent is to allow architectural styles present in California between 1850 and 1950, thereby encouraging "the diversity which is the charm of old Folsom." Section 5.04.03(a) of the DDGs provides guidance on the design theme for the Figueroa Subarea, encouraging new construction to reflect a pre-1910 style, including those historically found in Folsom.

The proposed residence has elements of both the National Folk style (c. 1850–1930), particularly with the building's form and simplistic decoration, and the Craftsman style (c. 1905–1930) due to the inclusion of some elements common with Craftsman architecture. Both styles are considered compatible with the pre-1910s design period of the Figueroa Subarea.

National Folk style (c. 1850–1930), places function over form, having a minimalistic, casual appearance, and emerged out of the railroad-era's easy access of manufactured building materials. Exterior walls often had little variety, commonly using manufactured materials such as wood lap siding or board-and-batten siding. For the gable-front-and-wing form of this style, partial width front porches were common with either simple or minimally decorated columns. Windows are typically trimmed in simple colonial-style, with a built-up head and sill trim. The National Folk style is most often associated with the typical traditional "farmhouse" style.

The Craftsman style (c. 1905–1930) is influenced by the Arts and Crafts movement of the late 1880s through the early 1920s, emphasizing handcrafted stone and woodwork to imitate traditional carpenter workmanship in contrast to the simpler, mass-produced look of typical National Folk homes of the preceding era. Common features of the Craftsman style include exposed wooden beams, solid wood entry doors, custom detailing, and wide front porches supported by tapered or square columns. Exterior

walls often have great variety in materials and textures, and windows typically feature a single pane on the lower sash with multiple panes on the upper sash.

Proposed Architectural Design

The proposed main residence, as shown in Figure 2 below, contains elements of both the National Folk and Craftsman style.



Figure 2 – Project Rendering (Front)

The massing and form of the residence includes a two-story side-gabled main roof with front gabled tower elements on the front façade, and a rear extension for additional living space. Although the building seeks to imitate the appearance of a gable-front-and-wing form, common for the National Folk style, it is not a true gable-front-and-wing layout. However, this distinction does not impact its overall historic design compatibility, and the building form is similar to that of a National Folk styled residence. The project also utilizes board-and-batten and horizontal lap siding as the primary siding materials, composition shingles for the main roof, and standing seam metal for the porch roof. Overall, the use of these materials with minimal ornamentation are features commonly associated with National Folk architecture.

However, the project also includes elements of the Craftsman style. This includes the use of a front porch with prominent wooden square columns, the use of unenclosed eave overhangs with exposed roof rafters, wood stained porch columns, the use of wooden roof brackets and gable trusses, gable roof vents, solid-wood craftsman-style front door, and window grid pattern with multiple small panes above one large pane.

Overall, the residence can be considered an example of eclectic mix of the National Folk and the Craftsman styles, both of which are compatible with the pre-1910s design period specified for the Figueroa Subarea.

Historic Residential Design Criteria Guidelines (Appendix D, Section C)

The property is located in the Figueroa Subarea, and the Historic Residential Design Criteria section of the DDGs apply.

Regarding windows, Section C.3 of the design criteria generally encourages that casement or double-hung windows be used, and that windows should generally be vertically proportioned depending on the chosen architectural style. As the vast majority of windows on the residence are vertically proportioned, single-hung windows, staff have determined the project meets this guideline.

Regarding doors, Section C.4 of the design criteria specifies that residentially scaled solid wood or glazed doors of various styles may be appropriate, whereas flush veneer, heavily carved "theme," and aluminum storefront doors are not. The proposed wood Craftsman-style front entry door and French double doors on the front elevation comply with these guidelines. While the project also proposes modern sliding glass doors on the side and rear elevations, the City has historically allowed flexibility for sliding glass doors not directly visible from the street. Because these sliding doors are located in an interior side courtyard and on the rear elevation, and is not visible from Sutter Street, staff have no concerns about their inclusion on the project.

Regarding porches, Section C.4 of the design criteria states that front porches oriented towards the street are encouraged in all new construction to maintain the residential character of the district. Porches are also generally encouraged to have a floor height of 1-2 feet above grade. The project utilizes a front porch oriented towards the street, with a raised floor level of 1 foot above grade, meeting this guideline.

Regarding roof forms, Section C.7 of the design criteria states that the design of roofs for new buildings shall be consistent with the small scale and residential materials that are prevalent in the neighborhood. The proposed residence uses a cross-gabled roof with black composition shingles. Other residences in the vicinity also commonly use a dark colored composition shingle roof, and some examples of a cross-gabled roof form exist.

Regarding parking, Section C.11 of the design criteria states that parking should generally be provided in the rear of the property along the alley, and that garages shall not be constructed to front onto a primary street. Furthermore, Section C.4 states that two single-car garage doors are preferred over a double door. The project proposes to construct a detached garage along the rear alley and utilize two single-car garage doors, in alignment with this guideline.

Overall, the project appears to meet all of the applicable guidelines to a new construction residential project as provided in the Historic Residential Design Criteria of the DDGs.

Colors and Materials

The Building Materials Palette of the DDGs provides a list of what is considered appropriate or inappropriate materials for certain building elements. The table below shows whether the proposed exterior materials are considered appropriate:

Building Materials Palette (Appendix D of DDGs)		
Building Element	**Proposed Materials**	**Appropriate / Inappropriate**
Exterior Walls	Board and Batten Siding	Appropriate
	Horizontal Lap Siding (Interior Hallway)	Appropriate
Roof	Composition Shingles	Appropriate
Porch Roof	Standing Seam Metal	Appropriate per Resolution HDC23-001
Porches and Railings	Wood Railings and Columns	Appropriate
Exterior Steps	Finished Concrete	Appropriate
Exterior Doors (Front)	Wood Doors with Glass Inserts	Appropriate
Windows	Vinyl and Aluminum Frames	Appropriate

Although the DDGs do not provide specific color recommendations for buildings in the Historic District, with the exception for some building elements, the project was compared with other buildings in the vicinity to determine the compatibility of the project. Staff's findings are provided in the table below:

Color Scheme Compatibility		
Building Element	**Proposed Colors**	**Comparison**
Exterior Walls	Creamy Tan (SW 7541) (Main Siding)	Similar colors to many residences in Figueroa Subarea nearby
	Antique White (SW 6119) (Trim, Fascia)	
Window Frames and French Door	Naval (SW 6244)	Some adjacent residences use white and black window frames
Porch Column/ Railing	Stained Wood*	Most porch columns in District are painted, however wood stained / unpainted balconies, decks, and railings do exist
Main Roof	Charcoal Color	Common Color for most roofs in district
Porch Roof	Dark Bronze	Appropriate per Resolution HDC23-001

* Staff have provided Condition 12e to clarify that stained wood is to be used to correct inaccurate color and materials board.

Regarding the color and materials board provided as the last sheet of the plans in Attachment 2, the renderings do contain some inaccuracies. This includes inaccurately stating that the porch columns were to be painted "Rockwood Brown", however the applicant confirmed that the porch columns and railings are to be stained wood. Due to this inaccuracy, Condition 12e has been provided clarifying that stained wood columns and railing are to be provided. Staff have also determined the stained wood columns are

compatible with the Figueroa Subarea since it is a feature used for some Craftsman (C 1905-1930) styled homes.

Regarding the window frames, the project proposes to paint them “Naval” (SW 6244) color, which is a dark blue. Most window frames in the area are white, with some examples of black or dark colored window frames. While the use of a dark blue for the window frames is not common for most homes, historic examples of colored window frames exist, as shown in Figure 3 below. and staff have no concerns with the dark blue color proposed. Due to the renderings not showing the color accurately, staff have placed Condition 12g requiring that the “Naval” color, if used, be limited to the window frames and French doors.



Figure 3 – Carson Mansion with Colored Window Frames (Eureka, CA)

Overall, staff have determined that the proposed project’s colors and materials are both consistent with the DDGs as well as compatible with surrounding residences.

Landscaping Requirements

After review by the City’s Arborist Division, two standard landscaping requirements have been provided. Condition 17 requires that the project plant one (1) street tree in the front yard of a 15-gallon container size or greater from a species listed in the Folsom Master Tree List. Additionally, Condition 18 has been provided reiterating the requirements of the State’s Model Water Efficient Landscape Ordinance (MWELO), which provides efficiency standards and water use limits for landscaping. Furthermore, staff have placed Condition 16 requiring that the project landscape at least 60% of the front 20 feet of the property and 50% of the remaining area of the property to comply with the landscaping minimums for the Historic Residential Primary Area of the Historic District in FMC 17.52.540(G).

Ministerial Design Review

Detached ADU and Garage – Objective Design Standards

Since the detached ADU and garage is located in the Historic District, this building is required to comply with the objective design standards for a specific historic style option outlined in FMC 17.105.200. In accordance with FMC 17.105.110, the ADU and garage structure is not subject to discretionary review by the Historic District Commission; both parts of the building are subject to objective development standards and shall be reviewed ministerially.

The following information about the ADU and garage has been provided solely to show how the ADU and garage meets the objective standards. In this instance, the applicant has chosen to comply with the objective design standards for the Craftsman Style. The table below shows how the project meets these standards:

Craftsman Style Objective Design Standards for ADUs (FMC 17.105.200(C)(2))		
Standard	**Required**	**Proposed**
Roof Style	Front-gabled, side-gabled, or cross gabled	Side-gabled
Roof Pitch	Between 3/12 and 8/12	8/12
Roof Detailing	Unenclosed eave overhangs with exposed roof rafters and/or braces	Unenclosed eave overhangs with exposed roof rafters*
Windows (Front Elevation)	Single- or double-hung	Single-hung
Window Detailing (Front Elevation)	Window grids with multiple panes above one large pane (at least three small panes above one large pane)	Window grids with three small panes above one large pane
Exterior Siding	Horizontal lap siding (between 2.5 inches and 6 inches wide); and/or board and batten siding; and/or stone or brick and mortar.	Board and batten siding, and horizontal lap siding†

* Applicant has stated this was the chosen option. Staff have provided Condition 12c requiring that this be reflected and noted on the plans submitted for permits.

† Staff have placed Condition 12c requiring that the plans submitted for permits place a note stating the siding width, and requires it be between 2.5 inches and 6 inches.

Regarding the garage door style, staff have provided Condition 12d requiring that the garage door style comply with the requirements outlined in Resolution HDC23-001. Overall, the detached ADU and garage as conditioned will comply with the objective standards required for the Craftsman style for an ADU in the Historic District.

ENVIRONMENTAL REVIEW

The proposed new custom home is categorically exempt from environmental review under Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines. This section exempts up to three single-family residences in urbanized areas, and exempts accessory (appurtenant) structures including garages, carports, patios, and fences. In this case the project falls within this exemption since it involves the construction of one single-family residence and a detached garage and ADU.

For these same reasons, the project is also exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (Cal. Code Regs. Tit. 14, § 15061(b)(3).)

Based on staff's analysis of this project, none of the exceptions in Section 15300.2 of the CEQA Guidelines apply to the use of the categorical exemptions in this case. These exceptions include:

- If there are activities where there is a reasonable possibility that the activity will have a Significant Effect on the environment due to unusual circumstances;
- If there is damage to scenic resources within a Scenic Highway;
- If the project is located on a Hazardous Waste Site;
- If there is a substantial adverse change in the significance of a Historical Resource.

Analysis: Significant Effect

The project is not anticipated to have an unusual or significant impact on the environment, as this is an infill project located on a developed, urbanized site of a comparable scale to other adjacent developments. There is no possibility that the project would have a significant effect on the environment beyond that of other existing buildings in the vicinity.

Analysis: Scenic Highway

The project site is not located near a scenic highway nor would the project result in damage to scenic resources within a scenic highway.

Analysis: Hazardous Waste Sites

The project site is not listed on the Hazardous Waste and Substances Sites List.

Analysis: Historical Resources

The project site does not contain a historic resource nor is the project site adjacent to

any listed historic resources. The project will not have a substantial adverse impact on the significance of any historic resources.

PUBLIC NOTICING AND OUTREACH

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Legal advertisement of the meeting was posted at the project site and mailing adjacent property owners at least five (5) days prior to the meeting that met the requirements of FMC Section 17.52.320.

After the initial review of the application materials, city staff provided a list of design recommendations for the project, and recommended that the applicant meet with the Heritage Preservation League (HPL) and the Historic Folsom Residents Association (HFRA) to gather additional feedback. During the applicant's meeting with HPL and HFRA, the two organizations expressed concerns with the original proposed design (Modern Farmhouse) due to its contemporary appearance and provided initial recommendations. These initial recommendations are provided as Attachment 4.

Based on that meeting and staff's initial recommendations, the project has been revised to increase consistency with historic architecture. This includes, but is not limited to:

1. Modifying the high contrast paint colors to a more historically compatible palette;
2. Modifying the window shapes, types, and grid pattern to be consistent with traditional single- and double-hung window forms;
3. Raising the porch floor height, adding porch railings, and using more decorated porch columns;
4. Removing the visor roof elements;
5. Using a solid wood, craftsman style front entrance;
6. Adding more features associated with the Craftsman style, including roof brackets and roof gable vents; and
7. Adding trim to the building edges and windows.

A side-by-side comparison of these changes are shown in Figure 4 below. After incorporating these modifications, HPL did not provide any further comment on the project as of the writing of this report.



Figure 4 – Project Rendering (Original and Revised)

HFRA Comment Letter, August 19, 2026

Following the revisions to the project shown in Figure 4 above and in Attachment 2, HFRA provided a subsequent comment letter (Attachment 5) on August 19, 2026 to provide additional feedback. In the letter, the organization still had concerns about its appearance being similar to a modern farmhouse, citing the following features:

1. Steep pitched roof;
2. The use of vertical board and batten; and
3. The use of mixed roofing materials (e.g., comp shingle for main roof, standing seam for porch roof).

Additionally, HFRA recommended that the project extend their front porch across the front entrance as shown in the alternative rendering provided in Figure 5 below. This rendering was shown and discussed alongside other alternatives during the project applicant's meeting with HFRA and HPL.



Figure 5 – Alterative Project Rendering

The project's use of board and batten siding, a steep roof (8/12), and a mix of a comp shingle and standing seam roof are features that can be found on some National Folk (c. 1850–1930) styled residences. National Folk is considered the original traditional "farmhouse" style and is compatible with the Figueroa Subarea's pre-1910s design period. In contrast, the later "Modern Farmhouse" is a reinterpretation of this original "farmhouse" style that is incompatible with the subarea. While the project originally proposed a Modern Farmhouse style, as shown in Figure 4 above, the project has since been redesigned to the more compatible National Folk style, with some Craftsman elements.

Regarding the front porch extension, the Historic Residential Design Criteria of the DDGs state that front porches are encouraged in all new constructions, but do not provide specific guidance on whether the porch should extend uninterrupted over the front entrance or if the current configuration is acceptable. Given the great variety of historic porch configurations, staff consider both options appropriate for the project

RECOMMENDED HISTORIC DISTRICT COMMISSION ACTION

Move to recommend confirming staff's determination that the 315 Sutter St., New Custom Home Project is exempt from CEQA under Section 15303 (New Construction or Conversion of Small Structures) and 15061(b)(3) (Common Sense Exemption), and recommend approval of an application (DRCL26-00101) for Design Review for said project at 315 Sutter Street, based on the findings (Findings A-F), and subject to the conditions of approval (Conditions 1-24) attached to the staff report.

FINDINGS

General Findings

A. Notice of public meeting has been given at the time and in the manner required by State law and City code.

B. The project is consistent with the General Plan and the Zoning Code of the City.

CEQA Findings

C. The project is categorically exempt from environmental review under Section 15303 (New Construction or Conversion of Small Structures) and under Section 15061 (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines.

D. None of the exceptions listed under CEQA Guidelines Section 15300.2 are present.

Design Review Findings

E. The project is in compliance with the General Plan, applicable Zoning Ordinances, and the Historic District Design and Development Guidelines adopted by City Council.

F. The building materials, textures and colors used in the proposed project are

compatible with surrounding development and are consistent with the general design theme of the neighborhood.

ATTACHMENTS

1. Proposed Conditions of Approval
2. Plan Set
3. Site Photos
4. HFRA and HPL Initial Comments on Original Proposal
5. HFRA Subsequent Comments, dated August 19, 2026

Submitted,



PAM JOHNS
Community Development Director

Attachment 1
Proposed Conditions of Approval

CONDITIONS OF APPROVAL FOR 315 SUTTER ST., NEW CUSTOM HOME PROJECT (DRCL26-00101) 315 SUTTER STREET, DESIGN REVIEW				
Cond. No.	**Mitigation Measure**	**Condition of Approval**	**When Required**	**Responsible Department**
		GENERAL REQUIREMENTS		
1.		***Final Development Plans*** The applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below, as modified by these conditions of approval: • Plan Set (Attachment 2) This design review and density bonus approval is for the 315 Sutter St., New Custom Home Project (DRCL26-00101) located at 315 Sutter Street, which includes design review for a 3,991 square-foot new custom home, an 884 square-foot detached garage, and an 850 square-foot above garage detached accessory dwelling unit (ADU). Implementation of the project shall be consistent with the above-referenced items as modified by these conditions of approval.	B	CD (P)(E)
2.		***Community Development Department Subsequent Review*** Building plans, and all civil engineering, improvement, landscape, and irrigation plans shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.	B	CD (P)(E)(B)
3.		***90-Day Protest Period*** The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code Section 66020, the applicant will be legally barred from later challenging such exactions.	OG	CD (E)(P)

4.		***Indemnity for City*** The owner/applicant shall 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. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur: • The City bears its own attorney's fees and costs; and • The City defends the claim, action or proceeding in good faith. The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant.	OG	CD (P)(E)(B) PW, PR, FD, PD
5.		***Validity*** The project approval granted under this staff report (design review) shall remain in effect for two years from final date of approval (**Expires September 8, 2028**). Failure to obtain the relevant building or other permits within this time period, without the subsequent extension of this approval, shall result in the termination of this approval. The owner/applicant may file an application with the Community Development Department for an extension not less than 60 days prior to the expiration date of the approval, along with appropriate fees and necessary submittal materials pursuant to Folsom Municipal Code Section 17.52.350. If after approval of this project, a lawsuit is filed which seeks to invalidate any approval, entitlement, demolition permit, sign permit or other construction permit required in connection with any of the activities or construction authorized by the project approvals, or to enjoin the project contemplated herein, or to challenge the issuance by any governmental agency of any environmental document or exemption determination, the project approval shall be tolled during the time that any litigation is pending, including any appeals.	OG	CD (P)
DEVELOPMENT COSTS AND FEE REQUIREMENTS				
6.		***Applicable Taxes, Fees, and Charges*** The owner/applicant shall pay all applicable taxes, fees and charges at the rate and amount in effect at the time such taxes, fees and charges become due and payable.	B	CD(P)(E)

7.		***Existing Assessments*** If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	B	CD(E)
8.		***Use of Outside Legal Counsel and Consultants*** The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the applicant shall reimburse the City for all outside legal fees and costs incurred by the City for such services. The 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 applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.	OG	CD(P)(E)
9.		***Special Study Reimbursement*** If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the applicant shall reimburse the City for actual costs it incurs in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the improvement plans, or beginning inspection, whichever is applicable.	B	CD(P)(E)
10.		***Development Impact Fees*** This project shall be subject to all applicable City-wide development impact fees, unless exempt by previous agreement. This project shall be subject to all applicable City-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, fees for fire protection, park facilities, park equipment, Humbug-Willow Creek Parkway, Light Rail, 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 (**September 8, 2026**). The fees shall be calculated at the fee rate in effect at the time of building permit issuance.	B	CD (P), PW, PK
11.		***School District Fees*** The owner/applicant agrees to pay to the Folsom-Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with	B	CD (P) (E)

		Section 65970) of the Government Code; and Sections 65995, 65995.5 and 65995.7 of the Government Code.		
ARCHITECTURAL REQUIREMENTS				
12.		***Architectural Requirements*** The project shall comply with the following requirements: a) This approval is for the 315 Sutter St., New Custom Home Project (DRCL26-00101), which includes design review for a 3,991 square-foot new custom home, an 884 square-foot detached garage, and an 850 square-foot above garage detached accessory dwelling unit (ADU), as shown in Attachment 2. b) Any changes to the level of architectural detailing shown in Attachments 3, if not determined to be substantially consistent with the approved plans by the Community Development Department, shall be subject to a subsequent design review. c) In order to comply with the objective design standards of FMC 17.105.200, the plans submitted for building permits for the detached accessory dwelling unit and garage shall update building elevations and include a note on the following requirements: i) Horizontal Lap siding shall be between 2.5 and 6 inches wide. ii) Unenclosed eaves with exposed roof rafters shall be used. iii) All windows on the alley-facing elevation shall include window grids with at least three (3) or more small panes above one (1) large pane. d) The Garage Doors shall comply with the design requirements of Resolution HDC23-001, to the satisfaction of the Community Development Department. e) The porch columns and railings shall be wood stained a light brown color instead of being painted Rockwood Brown (SW 2806), to the satisfaction of the Community Development Department. f) The main residence shall include unenclosed eave overhangs with exposed roof rafters, to the satisfaction of the Community Development Department. The plans submitted for building permits shall include updated building elevations showing unenclosed eave overhangs with exposed roof rafters and include a note stating they will be used.	OG	CD (P)(E); PW

		g) The "Naval" (SW 6244) accent color proposed shall be limited to the window frames and French Doors of the main residence, to the satisfaction of the Community Development Department. h) A Building Permit shall be required. All Conditions of Approval as outlined herein shall be made as a note or separate sheet on the Construction Drawings.		
13.		***Residential Fencing Requirements*** Fencing shall not exceed 3.5 feet in height in the front of the residence and shall not exceed 6 feet in height in the side and rear of the residence.	OG	CD (P)
ACCESSORY DWELLING UNIT REQUIREMENTS				
14.		***Accessory Dwelling Unit – Rental Limitations*** Per Government Code Subsection 66323(e), all ADUs approved under this chapter may be rented separate from the primary residence; however, the rental must be for a term longer than thirty days.	OG	CD (P)
15.		***Accessory Dwelling Unit – Impact Fees Required*** Impact Fees shall be required for ADUs greater than 750 square-feet	B, G	CD (E)
TREE AND LANDSCAPING REQUIREMENTS				
16.		***Minimum Landscaping Requirement*** In accordance with FMC 17.52.540(G), landscaping shall be provided on at least 60% of the front 20-feet of the property and on at least 50% of the remaining area of the property. The proposed landscaping shall be reflected on the plans submitted for building permits as a separate sheet.	B	CD (P) (A)
17.		***Street Tree Required*** Pursuant to Folsom Municipal Code (FMC) 12.16.190(A), applicants for building permits for construction on residential properties without existing street trees shall be responsible for the planting of street trees. The owner/applicant shall show the new street tree(s) in a landscape plan which shall be included with the building plan set, subject to review and approval by the Community Development Department. The owner/applicant shall plant a minimum of one (1) street tree in the front yard within 12.5' from the back of the sidewalk prior to the final	O	CD (A)

		building inspection for the project. The tree(s) shall be from a 15-gallon container size or greater and shall be a species listed on the Folsom Master Tree List.		
18.		***MWELO Requirements*** Pursuant to the states Model Water Efficient Landscape Ordinance (MWELO), all new construction projects with an aggregate front yard landscape area equal to or greater than 500 square feet shall submit a landscape documentation package and landscape permit application to the CDD for review and approval. Landscape plans must be submitted with the building permit plan set. The landscape permit shall be applied and paid for prior to approval of the building permit plans. a) Projects with an aggregate front yard landscape area of 500 to 2,500 square feet may comply with either the Performance Approach requirements or the Prescriptive Approach requirements of the MWELO. b) Projects with an aggregate front yard landscape area of more than 2,500 square feet shall comply with the Performance Approach Requirements of the MWELO. c) The City-approved landscape plan shall be installed at the time of the final inspection for the building permit, prior to Certificate of Occupancy. Any significant modification to the City-approved landscaping shall comply with the States Model Water Efficient N/A Landscape Ordinance. d) For purposes of this condition of approval, landscape area means all the irrigated planting areas, irrigated turf areas, and water features in a landscape design plan or preliminary landscape plan. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or nonpervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).	B	CD (A)
TRIBAL AND CULTURAL RESOURCE REQUIREMENTS				
19.		***Accidental Discovery of Human Remains*** Although considered highly unlikely, there is always the possibility that ground disturbing activities during construction may uncover previously unknown human remains. In the event of an accidental discovery or recognition of any human remains, Public Resource Code (PRC) Section 5097.98 must be followed. Once project-related earthmoving begins and if there is a discovery or recognition of human remains, the following steps shall be taken:	DC	CD (P)(E)

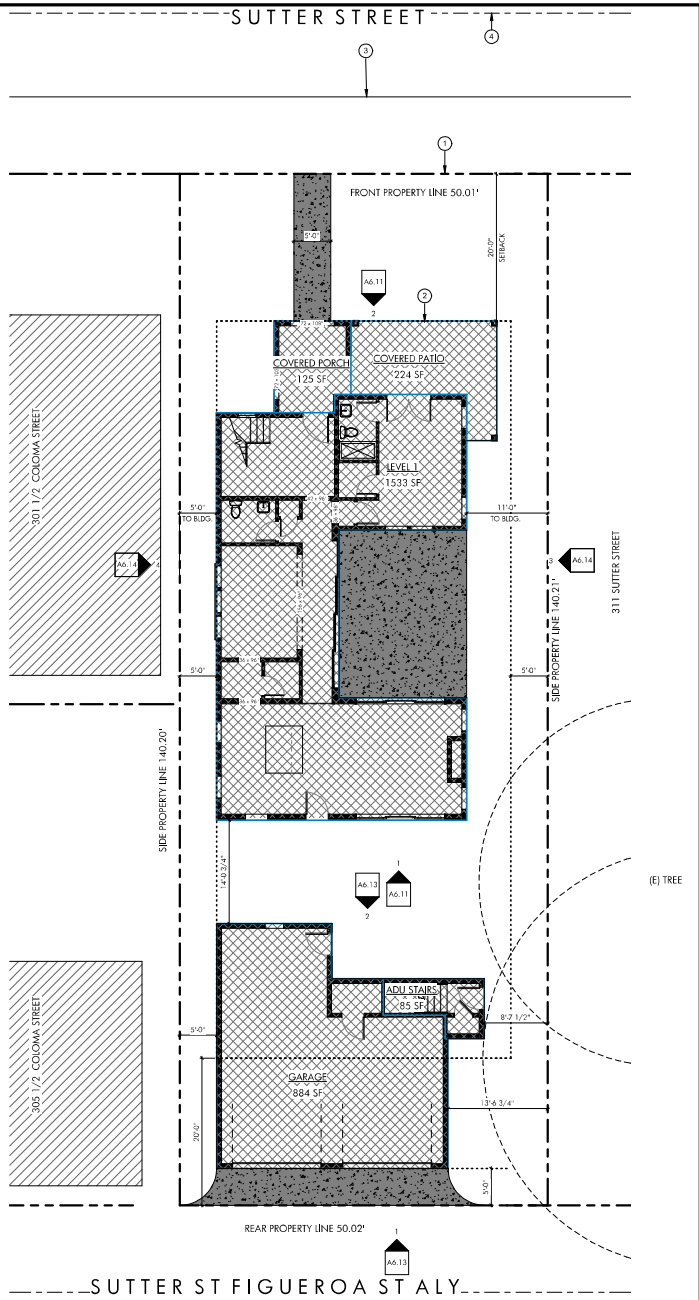
		1. There shall be no further excavation or disturbance of the specific location, or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains are Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in PRC Section 5097.98, or 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance: a. 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; b. The descendent identified fails to make a recommendation; or The landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.		
20.		***Accidental Discovery of Cultural Resources*** In the event that cultural resources are exposed during ground-disturbing activities, construction activities shall be halted within 100-feet of the discovery. Cultural resources could consist of but are not limited to stone, bone, wood, or shell artifacts, or features including hearths, structural remains, or historic dumpsites. If the resources cannot be avoided during the remainder of construction, an archaeologist, who meets the Secretary of the Interior's Professional Qualifications Standards, shall be retained to assess the resource and provide appropriate management recommendations. If the discovery proves to be CRHR- or NRHP-	DC	CD (P)(E)

		eligible, additional work, such as data recovery excavation, may be warranted and shall be discussed in consultation with the Lead Agency.		
21.		***Management of Tribal Cultural Resources*** Should any indications of possible tribal cultural resources (TCRs), such as cultural features, unusual amounts of bone or shell, or cultural belongings be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) shall be notified immediately. The appropriate oversight agency(ies) shall retain a tribal representative or Tribal Historic Preservation Officer (THPO) who shall assess the significance of the find by evaluating the resource to determine if it is a TCR as defined in Section 21074 of the Public Resources Code. If the resource is a TCR as defined in state law, and it would be subject to disturbance or destruction, the City shall consult with the THPO or their designee to determine the appropriate treatment before resuming construction activities at the TCR.	DC	CD (P)(E)
MISCELLANEOUS REQUIREMENT				
22.		***Noise Ordinance*** Compliance with the City of Folsom Noise Control Ordinance (FMC 8.42), General Plan Safety & Noise Element and Standard Construction Specifications and Details Section 7.23 is 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. Request to work during days and times not permitted under these regulations may only occur with written permission from the City of Folsom Community Development Director or duly authorized deputy.	I, B	CD (P)(E)
23.		***Drainage Restrictions*** No drainage, including surface water, groundwater, or roof runoff, shall be directed or allowed to cross over the property line onto adjacent properties, unless through an easement. City standard drainage swales are required along all property lines where drainage runoff may cross over the property line.	OG	CD (P)(E)
24.		***Alleyway Parking Restrictions*** If the property has access to an alleyway, parking for the property shall not impede public service access in the alleyway (e.g., waste collection, emergency vehicle access, etc.).	OG	CD (P)

RESPONSIBLE DEPARTMENT		WHEN REQUIRED	
CD (P) (E) (B) (A)	Community Development Department Planning Division Engineering Division Building Division Arborist 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		
FD	Fire Department		
UT	Utilities		

Attachment 2
Plan Set

THE CONTRACTOR SHALL VERIFY ALL JOB CONDITIONS AND DIMENSIONS BEFORE BEGINNING WORK.



(N) SITE PLAN - LEVEL 1 — 1/8" = 1'-0"

ZONING SITE COMPLIANCE: (CHAPTER 17.3)

CODE REQUIREMENT	REQUIRED	PROVIDED	DIFFERENCE	GENERAL NOTES
FRONT SETBACK	20'	20'	0'	COMPLIES
SIDE SETBACK	11' AND 5'	11' AND 5'	0'	COMPLIES
REAR SETBACK	20'	52.29'	32.25'	COMPLIES
MAX HEIGHT	35'	31.29'	-3.75'	COMPLIES
FLOOR AREA RATIO	0	0	0	N/A
LOT COVERAGE	45%	40.37%	-4.63%	N/A <2 ACRES

LOT SIZE			BUILDING LOT COVERAGE					
(E) SF	(N) SF	CHANGE	(E) SF	(E) %	(N) SF	(N) %	CHANGE (SF)	CHANGE (%)
7012 SF	7012 SF	0 SF	0 SF	0.00%	2831 SF	40.37%	2831 SF	40.37%

LEGEND: SITE PLAN

- PROPOSED LOT COVERAGE; PROPOSED IMPERVIOUS LOT COVERAGE
- PROPOSED CONCRETE PAD: CAST IN PLACE CONCRETE FINISH: STAMPED
- PROPOSED ASPHALT PAD: CAST IN PLACE ASPHALT FINISH: MATCH EXISTING
- NEW — WALLS: PROPOSED WALLS, SEE FLOOR PLANS FOR WALL INFORMATION AND FINISHES

KEYNOTES: SITE PLAN

1. (E) PROPERTY LINE
2. (E) SETBACK LINE
3. (E) SIDEWALK LINE
4. (E) STREET CENTERLINE
5. (E) 200A ELECTRICAL METER
6. (E) OVERHEAD ELECTRICAL SERVICE
7. (E) GAS METER
8. (E) 3/4" POLYETHYLENE GAS LINE
9. (E) WATER METER - INSTALL PER CITY SPECS
10. (E) 2" PVC WATER LINE
11. (E) SEWER CLEANOUT - INSTALL PER CITY SPECS
12. (E) 4" ABS SEWER LINE W/ 2% SLOPE TO MAIN
13. (N) CONDENSER UNIT
14. (N) ROOF OVERHANG
15. (N) FENCE - 6'-0" HIGH WOOD FENCE
16. (E) UTILITY POLE
17. (N) HEBER ROLL - INSTALL PER MANUF. SPECIFICATIONS, PLACED AT LIMITS OF GRADING PER CASQA STD SS6
18. (N) VEHICLE & STORAGE AREA W/ 4" CRUSHED ROCK
19. (N) STABILIZED CONSTRUCTION SITE ACCESS

GENERAL NOTES: SITE PLAN

1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THEM. CONTACT UNDERGROUND SERVICE ALERT 1-800-642-4444, 48 HOURS BEFORE WORK IS TO BEGIN.
3. THE CONTRACTOR SHALL PROVIDE EROSION, SEDIMENT, AND POLLUTION CONTROL BEST MANAGEMENT PRACTICES (BMPS) WHEN AND WHERE APPLICABLE.
4. DIRECT ALL NEW DOWNSPOUTS ONTO NATURAL GROUND OR LANDSCAPED AREAS WHERE FEASIBLE.
5. NO PERMANENT STRUCTURE (INCLUDING W/OUT LIMITATION GARAGES, PATIOS, CONCRETE SLABS, TOOL SHED, ROOF OVERHANGS AND SIMILAR STRUCTURES) SHALL BE CONSTRUCTED ON TOP OF WATER, SEWER OR DRAINAGE PIPELINES OR ANYWHERE W/IN THE ASSOCIATED UTILITY EASEMENTS.
6. STORM WATER PROTECTION MEASURES SHALL BE IMPLEMENTED AT THE INITIAL PHASE OF CONSTRUCTION ACTIVITY. PROJECTS SHALL PREVENT EROSION AND RETAIN SOIL RUNOFF ON THE SITE THROUGH THE USE OF A BARRIER SYSTEM, WATTLE OR OTHER APPROVED METHOD.
7. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET. [R401.3]. WHERE PONDING MAY OCCUR, CONTRACTOR SHALL NOTIFY GSA.
8. IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED NOT LESS THAN 2 PERCENT AWAY FROM THE BUILDING. [R401.3, EXCEPTION]
9. WHERE LOT LINES, WALLS, SLOPES OR OTHER PHYSICAL BARRIERS PROHIBIT 6 INCHES OF FALL WITHIN 10 FEET, DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. [R401.3, EXCEPTION]
10. WHENEVER THE ADDRESS ON THE BUILDING WILL NOT BE CLEARLY VISIBLE FROM THE PUBLIC STREET OR ACCESS ROAD FRONTING THE PROPERTY, THE ADDRESS SHALL ALSO BE PLACED AT THE PUBLIC STREET OR ACCESS ROAD IN A MANNER WHICH IS CLEARLY VISIBLE FROM BOTH DIRECTIONS OF TRAVEL ON THE FRONTAGE ROAD OR STREET. WHEN NECESSARY TO FACILITATE EMERGENCY RESPONSE, THE ADDRESS SHALL BE POSTED IN ADDITIONAL LOCATIONS, SUCH AS A POST IN A DRIVEWAY SERVING MORE THAN ONE RESIDENCE. [FCC 15.04.260]
11. THE CONTRACTOR SHALL COORDINATE REQUIRED UTILITY CONNECTIONS AND INCLUDE PRICING IN THEIR BID.

GENERAL NOTES: DRIVEWAY

1. DRIVEWAYS AND SEGMENTS THEREOF THAT ARE BETWEEN ZERO (0%) AND SIXTEEN PERCENT (16%) GRADE SHALL BE CAPABLE OF SUPPORTING A 40,000 POUND LEGALLY LOADED VEHICLE AS CERTIFIED BY A REGISTERED CIVIL ENGINEER, OR A MINIMUM OF FOUR (4) INCH CLASS II AGGREGATE BASE.
2. SURFACE WIDTH SHALL BE TEN (10) FEET MINIMUM WITH ONE (1) FOOT SHOULDERS FOR DRIVEWAY GRADES UP TO SIXTEEN PERCENT (16%). FOR GRADES BETWEEN SIXTEEN POINT ONE PERCENT (16.1%) AND TWENTY PERCENT (20%), A TWELVE (12) FOOT MINIMUM SURFACE WIDTH WITH ONE (1) FOOT SHOULDERS IS REQUIRED.
3. VERTICAL CLEARANCE SHALL BE FIFTEEN (15) FEET MINIMUM, MEASURED FROM THE OUTSIDE EDGE OF THE SHOULDER.

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APN:070-012-0068-0000
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE: SITE PLAN

PROJECT DATES:

ISSUE: SUBMITTALS	DATE
DESIGN DEVELOPMENT	4/8/26
SCHEMATIC DESIGN	2/11/26

REVISION	NUMBER	DATE

SHEET: A1.01

PRINT DATE/TIME: 4/10/2026 8:38:04 AM

GREYSCALE ARCHITECTURE, INC. LIMITS ITS RESPONSIBILITY TO INFORMATION REPRESENTED THEREIN AND THE INTENDED USE THEREOF AND ASSUMES NO RESPONSIBILITY FOR ACTUAL/ASBUILT CONDITIONS. PLANS WITHOUT JURISDICTIONAL APPROVAL SHALL BE NULL AND VOID.

THE CONTRACTOR SHALL VERIFY ALL JOB CONDITIONS AND DIMENSIONS BEFORE BEGINNING WORK.



LEGEND: PROPOSED

- EXTERIOR WALL CONSTRUCTION: (N) 2X6 @ F. STUDS @ 16" O.C. (CBC 2308.5.1) INTERIOR FINISH: 1/2" GYP W/ FINISH (MATCH EXISTING), FASTENING: (CRC TABLE R702.3.5) EXTERIOR FINISH: SEE EXTERIOR ELEVATIONS NOTES: FOR COVERING REQUIREMENTS SEE (CRC CH 7)
- INTERIOR WALL CONSTRUCTION: (N) 2X4 @ F. STUDS @ 16" O.C. (CBC 2308.5.1) INTERIOR FINISH-1: 1/2" GYP W/ FINISH (MATCH EXISTING), FASTENING: (CRC TABLE R702.3.5) INTERIOR FINISH-2: 1/2" GYP W/ FINISH (MATCH EXISTING), FASTENING: (CRC TABLE R702.3.5) NOTES: FOR COVERING REQUIREMENTS SEE (CRC CH 7)
- DOORS: MAKE/MODEL - S.B.O. CAULK ALL EXTERIOR JOINTS, TYP. SEE IN VIEW FOR TYPE, LOCATION, AND SIZE. SEE SCHEDULE SHEETS FOR TYPES. ALL EXTERIOR DOORS SHALL HAVE A LANDING OR FINISHED FLOOR NOT MORE THAN 7.75" LOWER THAN THE TOP OF THE THRESHOLD. (CRC R311.2 & 311.3) PANEL STYLE: S.B.O. - HARDWARE STYLE: S.B.O. EXTERIOR TRIM STYLE: S.B.O. - INTERIOR TRIM STYLE: S.B.O.
- OPENING SEE IN VIEW FOR OPENING WIDTH, HEIGHT, AND TYPE. PROFILE: ("R" = RECTANGULAR, "A" ARCHED, "S" SEGMENTAL, ETC) TRIM STYLE: S.B.O.
- WINDOWS: MAKE/MODEL - S.B.O. CAULK ALL EXTERIOR JOINTS, TYP. SEE IN VIEW FOR TYPE, LOCATION, HEAD HEIGHT, AND SIZE. SEE SCHEDULE SHEETS FOR ABBREVIATIONS OF WINDOW TYPES. ALL EGRESS WINDOW SILL HEIGHTS SHALL NOT BE GREATER THAN 44" A.F.F. CRC R310.2.2 WINDOW SETBACK FROM P.TA.: (E=ALLOW, CENTER, DEPT., U.N.O. SASH TYPE/COLOR: VINYL/S.B.O. (INTR) S.B.O. (EXTR) - EXTERIOR TRIM STYLE: S.B.O. INTERIOR TRIM STYLE: (CRR., FLAT TRM., ARTICULATED TRM., S.B.O.)
- BATHTUB/WHIRLPOOL TUB (INSERT) | FREESTANDING: MAKE/MODEL - S.B.O. PREMANUFACTURED BATHTUBS AND WHIRLPOOLS BATHTUBS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTIONS. FOR WHIRLPOOL INSTALLATION AND PUMP INFORMATION SEE CPC409 & MAXIMUM TEMPERATURE DISCHARGE FROM FILLER SHALL NOT EXCEED 120°F. TUB SHOWERHEADS/FAUCETS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.8 GPM AT 80 PSI. PROVIDE WATERPROOFING CAULK AT ALL JOINTS CPC 402.2 WALL FINISH: MAKE/MODEL - S.B.O. @ A.F.F. (CRC R307.2 & CPC 408.7) DRAIN LOCATION: MAKE/MODEL - S.B.O. - FAUCET/CONTROLS: MAKE/MODEL: - S.B.O.
- SHOWER (INSERT | CUSTOM): MAKE/MODEL - S.B.O. SHOWERHEADS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.8 GPM AT 80 PSI. MULTIPLE SHOWER HEADS CONTROLED BY A SINGLE VALVE SHALL NOT EXCEED 1.8 GPM AT 80 PSI COMBINED OR ONLY OPERATING ONE AT A TIME. CPC 408.2. WHEN SHOWER HAS A FINISHED DAM, CURB, OR THRESHOLD, IT SHALL NOT BE LESS THAN 1" LOWER THAN THE SIDES AND BACK OF SUCH RECEPTOR. IN NO CASE SHALL A DAM OR THRESHOLD BE LESS THAN 2" OR GREATER THAN 9" IN HEIGHT MEASURED FROM TOP OF THE DAM OR THRESHOLD TO THE TOP OF THE DRAIN. FLOOR SHALL SLOPE UNIFORMLY FROM THE SIDES TOWARDS THE DRAIN NOT LESS THAN 1/8"-1" OR MORE THAN 1/2"-1". CPC 408.5. WALL FINISH: MAKE/MODEL - S.B.O. (MIN. SMOOTH NONABSORBENT SURFACE TO A HEIGHT OF 72" ABOVE DRAIN INLET. (CRC R307.2 & CPC 408.7)) DOOR AND SLIK GLAZING: NAME/MODEL - S.B.O. (TEMPERED) DRAIN LOCATION: MAKE/MODEL- S.B.O. - CPC 408.7 FAUCET AND CONTROLS: MAKE/MODEL - S.B.O. - CPC 408.3
- WATER CLOSET: MAKE/MODEL - S.B.O. WATER CLOSETS SHALL HAVE AN EFFECTIVE FLUSH VOLUME OF NOT MORE THAN 1.28 GALLONS PER FLUSH. CPC 411.2. SET NOT CLOSER THAN 15" FROM ITS CENTER TO A SIDE WALL OR OBSTRUCTION OR CLOSER THAN 30" CENTER TO CENTER TO A SIMILAR FIXTURE. CLEAR SPACE IN FRONT OF A WATER CLOSET SHALL NOT BE LESS THAN 24".
- LAVATORY SINK - 20" WIDE: MAKE/MODEL - S.B.O. FAUCETS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.8 GPM AT 60 PSI. TEMPORARY INCREASE TO 2.2 GPM ALLOWED BUT SHALL DEFAULT TO 1.8 GPM. PROVIDE GARBAGE DISPOSAL W/ GFCI OUTLET, SWITCH, & A/B GAP FOR DISHWASHER. FAUCET AND CONTROLS: MAKE/MODEL - S.B.O.
- VANITY SINK - 30" WIDE: MAKE/MODEL - S.B.O. FAUCETS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.2 GPM AT 60 PSI. FAUCET AND CONTROLS: MAKE/MODEL - S.B.O. MIRROR: MAKE/MODEL - S.B.O. MEDICINE CABINET: MAKE/MODEL - S.B.O. TOWEL RING: MAKE/MODEL - S.B.O.
- DISHWASHER (PROVIDE GFCI OUTLET) - 24" WIDE: MAKE/MODEL - S.B.O. DOMESTIC DISHWASHING MACHINES SHALL DISCHARGE INDIRECTLY THROUGH AN AIR GAP FITTING IN ACCORDANCE WITH SECTION 807.3 INTO A WASTE RECEPTOR, A WYE BRANCH FITTING ON THE TAILPIECE OF A KITCHEN SINK, OR DISHWASHER CONNECTION OF A FOOD WASTE DISPOSER. CPC 414.0
- REFRIGERATOR (PROVIDE GFCI OUTLET) - 32" W X 32" D: MAKE/MODEL - S.B.O. PROVIDE RECESSED COLD WATER BIB AND SHUTOFF FOR ICE MAKER. GFCI OUTLET SHALL BE MOUNTED 42" ABOVE FINISH FLOOR. OWNER MAY SUBSTITUTE FOR COUNTER-DEPTH MODEL FOR ADDITIONAL FRONTAGE CLEARANCE.
- RANGE (PROVIDE 220V IF ELECTRIC | 120V IF GAS) - 36" WIDE: MAKE/MODEL - S.B.O. PROVIDE MICROWAVE ABOVE W/ TEMPTING OR HOOD W/ VENT DIRECTLY TO OUTSIDE EXHAUSTING A MIN. OF 700 CFM. THE FAN MUST BE LISTED AT 3 SONE OR LESS. RATING MUST BE BASED ON A .25 WATER COLUMN OR GREATER. (4.6.5, 4.6.7 & ASHRAE 62.2) PROVIDE PLUMBING FOR POT FILLER. MAKE/MODEL - S.B.O.
- WASHER & DRYER (PROVIDE 220V & GAS) 27" WIDE EA.: MAKE/MODEL - S.B.O. DRYER VENT (RECESSED CONNECTION) DUCT SHALL EXHAUST TO EXTERIOR W/ A MINIMUM OPENINGS OF 100 SQ. IN. MAKEUP AIR OF 100 SQ. IN. IS REQUIRED FOR ROOMS CONTAINING A DRYER AND MAY COME FROM OPENING ABOVE DOOR INTO THE HALLWAY. MAKE-UP AIR MAY NOT COME FROM OR EXHAUST TO THE OUTSIDE. DRYER EXHAUST SHALL MAINTAIN A MIN. 3" CLEARANCE FROM AC CONDENSER (CEC 150.3.A)
- WOOD STAIR: 36" WIDE: MAKE/MODEL - S.B.O. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS BEFORE PERFORMING WORK. STAIR: 36" WIDE X 80" HEIGHT STAIR SPACE SHALL BE PROVIDED MIN. RISERS SHALL BE NOT MORE THAN 7.75". TREADS SHALL BE NOT LESS THAN 10". NOSING SHALL NOT PROJECT LESS THAN 0.75" AND NOT MORE THAN 1.25". RISERS, TREADS, AND NOSING NOT EXCEED THE SMALLEST BY MORE THAN 3/8". HANDRAILS: STAIRS WITH FOUR OR MORE RISERS SHALL HAVE AT LEAST ONE HANDRAIL NOT LESS THAN 34" AND NOT MORE THAN 38" A.F.F. AND SHALL NOT PROJECT MORE THAN 4.5" ON EITHER SIDE W/ 1.5" HAND CLEARANCE TO ADJ. WALL STAIR TREAD FINISH: S.B.O. - ILLUMINATION: S.B.O.
- GUARDRAIL: MAKE/MODEL - S.B.O. GUARDS SHALL BE PROVIDED FOR THOSE PORTIONS OF OPEN-SIDED WALKING SURFACES GREATER THAN 30" MEASURED VERTICALLY TO THE FLOOR OR GRADE. GUARDRAILS SHALL BE NOT LESS THAN 42" IN HEIGHT. GUARDRAILS SHALL NOT ALLOW A 4" SPHERE OR GREATER PASSING, A 5" SPHERE AT OPEN SIDES OF STAIR TREADS. SEE (R312.1)
- CASEWORK: MAKE/MODEL - S.B.O. CABINETRY: MAKE/MODEL - AS S.B.O. COUNTER TOPS: MAKE/MODEL - AS S.B.O. BACKSPLASHES: MAKE/MODEL - AS S.B.O. CONTRACTOR SHALL COORDINATE EQUIPMENT, UTILITIES, AND SIZE W/ CASEWORK FABRICATOR AND SUB-CONTRACTORS. ALL REQUIRED UTILITIES PER MANUFACTURERS INSTRUCTIONS SHALL BE ROUTED BY A LICENSED PROFESSIONAL.

GENERAL NOTES: PROPOSED

1. BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET ABOVE THE FLOOR. [CRC R307]
2. MANUFACTURERS INSTALLATION INSTRUCTIONS FOR LISTED APPLIANCES SHALL BE AVAILABLE TO THE FIELD INSPECTOR AT THE TIME OF INSPECTIONS PER 2022 CRC R106.1.2.]
3. EXTERIOR CONCRETE PADS/LANDINGS: LENGTH TO MATCH DOOR X 36" MIN. DEPTH X 4" THICK CONCRETE PAD (MIN) @ EXTERIOR DOORWAYS AND GRADE-MOUNTED MECHANICAL EQUIPMENT. SLOPE PAD 1/4"-12" AWAY FROM BUILDING EDGE. PROVIDE 7.75" MAX STEP FOR ASSUMING DOORS AND 1" MAX FOR EXTERIOR SWINGING DOORS BETWEEN TOP OF PAD AND THRESHOLD. [TYP]
4. PROVIDE FIRESTOPPING AT THE FOLLOWING LOCATIONS. [CRC R302.11]
   A. VERTICALLY AT THE CEILING AND FLOOR LEVELS.
   B. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET.
5. CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY DESIGNER PRIOR TO PERFORMING WORK OF ANY DISCREPANCIES OR OTHER QUESTIONS PERTAINING TO THE DRAWINGS AND/OR SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR THE RESULTS OF ANY ERRORS, DISCREPANCIES, OR OMISSIONS WHICH THE CONTRACTOR FAILED TO NOTIFY THE DESIGNER PRIOR TO FABRICATION OR WORK.
6. GARAGE DOORS SHALL BE LABELED WITH A PERMANENT LABEL PROVIDED BY THE GARAGE DOOR MANUFACTURER. THE LABEL SHALL IDENTIFY THE GARAGE DOOR MANUFACTURER, THE GARAGE DOOR MODEL/SERIES NUMBER, THE POSITIVE AND NEGATIVE DESIGN WIND PRESSURE RATING, THE INSTALLATION INSTRUCTION DRAWING REFERENCE NUMBER, AND THE APPLICABLE TEST STANDARD. [R609.4.1]
7. CASEWORK DESIGN BY OTHERS, CONTRACTOR SHALL COORDINATE LOCATION OF MICROWAVE, TRASH BINS, SPECIALTY APPLIANCES AND OTHER WITH THE INTERIOR DESIGNER OR CLIENT AND SHALL PROVIDE OUTLETS FOR CONCEALED APPLIANCES AS REQ'D.

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315 SUTTER ST, FOLSOM, CA, 95630

STAMP:

TITLE: LEVEL-1 AND 2 PROPOSED PLAN

PROJECT DATES:

CONST. DOCUMENTS	4/8/26
DESIGN DEVELOPMENT	2/11/26
SCHEMATIC DESIGN	

REVISION	NUMBER	DATE

SHEET: A2.11

PRINT DATE/TIME: 4/10/2026 8:38:04 AM

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LEVEL-2 PROPOSED ADU/GARAGE 2
1/4" = 1'-0"

LEVEL-1 PROPOSED ADU/GARAGE 1
1/4" = 1'-0"

LEGEND: PROPOSED

- EXTERIOR WALL CONSTRUCTION: (N) 2X D.F. STUDS @ 16" O.C. [CBC 2308.5.1]
  INTERIOR FINISH: 1/2" GYP W/ FINISH (MATCH EXISTING), FASTENING: [CRC TABLE R702.3.5] EXTERIOR FINISH: SEE EXTERIOR ELEVATIONS
  NOTES: FOR COVERING REQUIREMENTS SEE [CRC CH 7]
- INTERIOR WALL CONSTRUCTION: (N) 2X4 D.F. STUDS @ 16" O.C. [CBC 2308.5.1]
  INTERIOR FINISH: 1/2" GYP W/ FINISH (MATCH EXISTING), FASTENING: [CRC TABLE R702.3.5] INTERIOR FINISH: 1/2" GYP W/ FINISH (MATCH EXISTING), FASTENING: [CRC TABLE R702.3.5] NOTES: FOR COVERING REQUIREMENTS SEE [CRC CH 7]
- DOORS: MAKE/MODEL - S.B.O.
  CAULK ALL EXTERIOR JOINTS, TYP. SEE IN VIEW FOR TYPE, LOCATION, AND SIZE. SEE SCHEDULE SHEETS FOR TYPES. ALL EXTERIOR DOORS SHALL HAVE A LANDING OR FINISHED FLOOR NOT MORE THAN 7.75" LOWER THAN THE TOP OF THE THRESHOLD. [CRC R311.2 & 311.3]
  PANEL STYLE: S.B.O. - HARDWARE STYLE: S.B.O.
  EXTERIOR TRIM STYLE: S.B.O. - INTERIOR TRIM STYLE: S.B.O.
- OPENING
  SEE IN VIEW FOR OPENING WIDTH, HEIGHT, AND TYPE.
  PROFILE: ["R" = RECTANGULAR, "A" ARCHED, "S" SEGMENTAL, ETC] TRIM STYLE: S.B.O.
- WINDOWS: MAKE/MODEL - S.B.O.
  CAULK ALL EXTERIOR JOINTS, TYP. SEE IN VIEW FOR TYPE, LOCATION, HEAD HEIGHT, AND SIZE. SEE SCHEDULE SHEETS FOR ABBREVIATIONS OF WINDOW TYPES. ALL EGRESS WINDOW SILL HEIGHTS SHALL NOT BE GREATER THAN 44" A.F.F. CRC R310.2.2
  WINDOW SETBACK FROM F.A.: [E=ALLOW. CENTER, DEEP], U-NO.
  SASH TYPE/COLOR: VINYL/S.B.O. [INTR] S.B.O. [EXTR] - EXTERIOR TRIM STYLE: S.B.O.
  INTERIOR TRIM STYLE: [CRRP, FLAT TRIM, ARTICULATED TRIM, S.B.O.]
- BATHTUB/WHIRLPOOL TUB [INSERT | FREESTANDING]: MAKE/MODEL - S.B.O.
  PREMANUFACTURED BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. FOR WHIRLPOOL INSTALLATION AND PUMP INFORMATION SEE CPC409.6. MAXIMUM TEMPERATURE DISCHARGE FROM FIXTURE SHALL NOT EXCEED 120°F. TUB SHOWERHEADS/FAUCETS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.8 GPM AT 80 PSI. PROVIDE WATERPROOFING CAULK AT ALL JOINTS CPC 402.2
  WALL FINISH: MAKE/MODEL - S.B.O. @ A.F.F. [CRC R307.2 & CPC 408.7]
  DRAIN LOCATION: MAKE/MODEL - S.B.O. - FAUCET/CONTROLS: MAKE/MODEL: - S.B.O.
- SHOWER [INSERT | CUSTOM]: MAKE/MODEL - S.B.O.
  SHOWERHEADS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.8 GPM AT 80 PSI. MULTIPLE SHOWER HEADS CONTROLED BY A SINGLE VALVE SHALL NOT EXCEED 1.8 GPM AT 80 PSI COMBINED OR ONLY OPERATING ONE AT A TIME. CPC 408.2. WHEN SHOWER HAS A FINISHED DAM, CURB, OR THRESHOLD, IT SHALL NOT BE LESS THAN 1" LOWER THAN THE SIDES AND BACK OF SUCH RECEPTOR. IN NO CASE SHALL A DAM OR THRESHOLD BE LESS THAN 2" OR GREATER THAN 9" IN DEPTH MEASURED FROM TOP OF THE DAM OR THRESHOLD TO THE TOP OF THE DRAIN. FLOOR SHALL SLOPE UNIFORMLY FROM THE SIDES TOWARDS THE DRAIN NOT LESS THAN 1/8":1" OR MORE THAN 1/2":1". CPC 408.5.
  WALL FINISH: MAKE/MODEL - S.B.O. (MIN. SMOOTH NON-ABSORBENT SURFACE TO A HEIGHT OF 72" ABOVE DRAIN INLET. [CRC R307.2 & CPC 408.7])
  DOOR AND SLIP. GLAZING: NAME/MODEL - S.B.O. (TEMPERED)
  DRAIN LOCATION: MAKE/MODEL - S.B.O. - CPC 408.7
  FAUCET AND CONTROLS: MAKE/MODEL - S.B.O. - CPC 408.2
- WATER CLOSET: MAKE/MODEL - S.B.O.
  WATER CLOSETS SHALL HAVE AN EFFECTIVE FLUSH VOLUME OF NOT MORE THAN 1.28 GALLONS PER FLUSH. CPC 411.2. SET NOT CLOSER THAN 15" FROM ITS CENTER TO A SIDE WALL OR OBSTRUCTION OR CLOSER THAN 30" CENTER TO CENTER TO A SIMILAR FIXTURE. CLEAR SPACE IN FRONT OF A WATER CLOSET SHALL NOT BE LESS THAN 24".
- KITCHEN SINK - 30" WIDE: MAKE/MODEL - S.B.O.
  FAUCETS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.8 GPM AT 60 PSI. TEMPORARY INCREASE TO 2.2 GPM ALLOWED BUT SHALL DEFAULT TO 1.8 GPM. PROVIDE GARBAGE DISPOSAL W/ GFCI OUTLET, SWITCH, & A/B GAP FOR DISHWASHER.
  FAUCET AND CONTROLS: MAKE/MODEL - S.B.O.
- VANITY SINK - 30" WIDE: MAKE/MODEL - S.B.O.
  FAUCETS SHALL HAVE A MAX FLOW RATE OF NOT MORE THAN 1.2 GPM AT 60 PSI.
  FAUCET AND CONTROLS: MAKE/MODEL - S.B.O.
  MIRROR: MAKE/MODEL - S.B.O. - MEDICINE CABINET: MAKE/MODEL - S.B.O.
  TOWEL RING: MAKE/MODEL - S.B.O.
- DISHWASHER (PROVIDE GFCI OUTLET) - 24" WIDE: MAKE/MODEL - S.B.O.
  DOMESTIC DISHWASHING MACHINES SHALL DISCHARGE INDIRECTLY THROUGH AN AIR GAP FITTING IN ACCORDANCE WITH SECTION 807.3 INTO A WASTE RECEPTOR, A WYE BRANCH FITTING ON THE TAILPIECE OF A KITCHEN SINK, OR DISHWASHER CONNECTION OF A FOOD WASTE DISPOSER. CPC 414.0
- REFRIGERATOR (PROVIDE GFCI OUTLET) - 32" W X 32" D: MAKE/MODEL - S.B.O.
  PROVIDE RECESSED COLD WATER BIB AND SHUT-OFF FOR ICE MAKER. GFCI OUTLET SHALL BE MOUNTED 42" ABOVE FINISH FLOOR. OWNER MAY SUBSTITUTE FOR COUNTER-DEPTH MODEL FOR ADDITIONAL FRONTSIDE CLEARANCE.
- RANGE (PROVIDE 220V / ELECTRIC | 120V / GAS) - 36" WIDE: MAKE/MODEL - S.B.O.
  PROVIDE MICROWAVE ABOVE W/ TEMPTING OR HOOD W/ VENT DIRECTLY TO OUTSIDE EXHAUSTING A MIN. OF 100 CFM. THE FAN MUST BE TESTED AT 3 SONE OR LESS. RATING MUST BE BASED ON A .25 WATER COLUMN OR GREATER. [4.6.5, 4.6.7 & ASHRAE 62.2]. PROVIDE ILLUMINANCE FOR HOT BLUE MAKE/MODEL - S.B.O.
- WASHER & DRYER (PROVIDE 220V & GAS) 27" WIDE EA: MAKE/MODEL - S.B.O.
  DRYER VENT (RECESSED CONNECTION) DUCT SHALL EXHAUST TO EXTERIOR W/ A MINIMUM OPENING OF 100 SQ. IN. MAKEUP AIR OF 100 SQ. IN. IS REQUIRED FOR ROOMS CONTAINING A DRYER AND MAY COME FROM OPENING ABOVE DOOR INTO THE HALLWAY. MAKE-UP AIR MAY NOT COME FROM OR EXHAUST TO THE OUTSIDE. DRYER EXHAUST SHALL MAINTAIN A MIN. 3" CLEARANCE FROM AC CONDENSER [CEC 150.3.A]
- WOOD STAIR: 36" WIDE: MAKE/MODEL - S.B.O.
  CONTRACTOR SHALL VERIFY ALL MEASUREMENTS BEFORE PERFORMING WORK.
  STAIR: 36" WIDE X 80" HEIGHT CLEAR SPACE SHALL BE PROVIDED MIN. TREADS SHALL BE NOT MORE THAN 7.75". TREADS SHALL BE NOT LESS THAN 10". NOSING SHALL NOT PROJECT LESS THAN 0.75" AND NOT MORE THAN 1.25". RISERS, TREADS, AND NOSING NOT EXCEED THE SMALLEST BY MORE THAN 3/8".
  HANDRAILS: STAIRS WITH FOUR OR MORE RISERS SHALL HAVE AT LEAST ONE HANDRAIL NOT LESS THAN 34" AND NOT MORE THAN 38" A.F.F. AND SHALL NOT PROJECT MORE THAN 4.5" ON EITHER SIDE W/ 1.5" HAND CLEARANCE TO ADJ. WALL
  STAIR TREAD FINISH: S.B.O. - ILLUMINATION: S.B.O.
- GUARDRAIL: MAKE/MODEL - S.B.O.
  GUARDS SHALL BE PROVIDED FOR THOSE PORTIONS OF OPEN-SIDED WALKING SURFACES GREATER THAN 30" MEASURED VERTICALLY TO THE FLOOR OR GRADE. GUARDRAILS SHALL BE NOT LESS THAN 42" IN HEIGHT. GUARDRAILS SHALL NOT ALLOW A 4" SPHERE OR GREATER PASSING, 6" SPHERE AT OPEN SIDE OF STAIR TREADS. SEE [R312.1]
- CASEWORK: MAKE/MODEL - S.B.O.
  CABINETRY: MAKE/MODEL - AS S.B.O.
  COUNTER TOPS: MAKE/MODEL - AS S.B.O.
  BACKSPLASHES: MAKE/MODEL - AS S.B.O.
  CONTRACTOR SHALL COORDINATE EQUIPMENT, UTILITIES, AND SIZE W/ CASEWORK FABRICATOR AND SUB-CONTRACTORS. ALL REQUIRED UTILITIES PER MANUFACTURERS INSTRUCTIONS SHALL BE ROUTED BY A LICENSED PROFESSIONAL.

GENERAL NOTES: PROPOSED

1. BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET ABOVE THE FLOOR. [CRC R307]
2. MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR LISTED APPLIANCES SHALL BE AVAILABLE TO THE FIELD INSPECTOR AT THE TIME OF INSPECTIONS PER 2022 CRC R106.1.2.]
3. EXTERIOR CONCRETE PADS/LANDINGS: LENGTH TO MATCH DOOR X 36" MIN. DEPTH X 4" THICK CONCRETE PAD (MIN) @ EXTERIOR DOORWAYS AND GRADE-MOUNTED MECHANICAL EQUIPMENT. SLOPE PAD 1/4":12" AWAY FROM BUILDING EDGE. PROVIDE 7.75" MAX STEP FOR IN-SWINGING DOORS AND 1" MAX FOR EXTERIOR SWINGING DOORS BETWEEN TOP OF PAD AND THRESHOLD. [TYP]
4. PROVIDE FLASHING AT THE FOLLOWING LOCATIONS. [CRC R302.11]
   A. VERTICALLY AT THE CEILING AND FLOOR LEVELS.
   B. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET.
5. CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY DESIGNER PRIOR TO PERFORMING WORK OF ANY DISCREPANCIES OR OTHER QUESTIONS PERTAINING TO THE DRAWINGS AND/OR SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR THE RESULTS OF ANY ERRORS, DISCREPANCIES, OR OMISSIONS WHICH THE CONTRACTOR FAILED TO NOTIFY THE DESIGNER PRIOR TO FABRICATION OR WORK.
6. GARAGE DOORS SHALL BE LABELED WITH A PERMANENT LABEL PROVIDED BY THE GARAGE DOOR MANUFACTURER. THE LABEL SHALL IDENTIFY THE GARAGE DOOR MANUFACTURER, THE GARAGE DOOR MODEL/SERIES NUMBER, THE POSITIVE AND NEGATIVE DESIGN WIND PRESSURE RATING, THE INSTALLATION INSTRUCTION DRAWING REFERENCE NUMBER, AND THE APPLICABLE TEST STANDARD. [R609.4.1]
7. CASEWORK DESIGN BY OTHERS, CONTRACTOR SHALL COORDINATE LOCATION OF MICROWAVE, TRASH BINS, SPECIALTY APPLIANCES AND OTHER WITH THE INTERIOR DESIGNER OR CLIENT AND SHALL PROVIDE OUTLETS FOR CONCEALED APPLIANCES AS REQ'D.

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NEW CONSTRUCTION FOR: PARIS CONSTRUCTION
APN:070-012-0068-0000
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE: LEVEL-1 AND 2 PROPOSED ADU/GARAGE PLAN

PROJECT DATES:

CONST. DOCUMENTS	4/8/26
DESIGN DEVELOPMENT	2/11/26
SCHEMATIC DESIGN	

REVISION	NUMBER	DATE

SHEET: A2.22

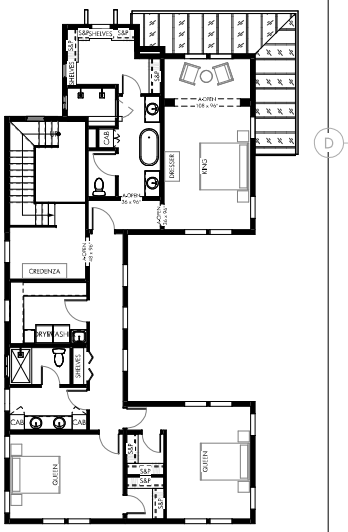
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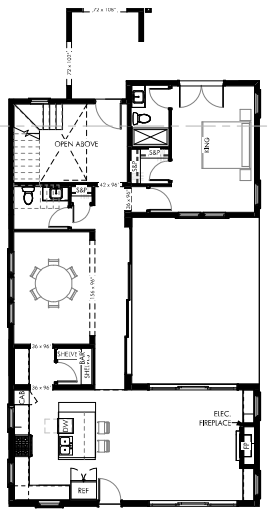
THE CONTRACTOR SHALL VERIFY ALL JOB CONDITIONS AND DIMENSIONS BEFORE BEGINNING WORK.



AI RENDERING
1/4" = 1'-0"



LEVEL-2 PROPOSED - FOR REFERENCE 4
1/8" = 1'-0"



LEVEL-1 DRAFT - FOR REFERENCE 2
1/8" = 1'-0"



(N) SOUTHEAST ELEVATION MAIN RES. 3

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PARIS CONSTRUCTION
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE:
PRESENTATION

PROJECT DATES:

CONST. DOCUMENTS	4/8/26
DESIGN DEVELOPMENT	
SCHEMATIC DESIGN	2/11/26

REVISION	NUMBER	DATE

SHEET:
A6.00

PRINT DATE/TIME: 4/10/2026 8:38:10 AM

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(N) SOUTHEAST ELEVATION MAIN RES. 2



(N) NORTHWEST ELEVATION MAIN RES. 1

LEGEND: ELEVATIONS

CLASS "A" COMPOSITE SHINGLES: MAKE/MODEL - AS S.B.O.
SEE ROOF PLAN FOR ADDITIONAL INFORMATION

LAP SIDING: MAKE/MODEL - HARDIE PLANK FIBER CEMENT LAP SIDING (CEDARMILL)
LAP SIDING INSTALLED HORIZ. W/ CAULKED JOINTS O/ SHEATHING OF WATERRESISTIVE BARRIER (SEE OPTIONS BELOW), AND SHEATHING. (R702.10.2). SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING.
WATERRESISTIVE BARRIER MATERIALS SHALL COMPLY WITH ONE OF THE FOLLOWING (R703.2):
1. NO 15 FELT COMPLYING WITH ASTM D226, TYPE 1.
2. ASTM E2556, TYPE 1 OR 2.
3. ASTM E331 IN ACCORDANCE WITH R703.1.1.
4. OTHER APPROVED MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS

BATTEN & BOARD: MAKE/MODEL - AS S.B.O.
16" O.C. BATTEN AND BOARD INSTALLED VERT. W/ CAULKED JOINTS O/ SHEATHING OF GRADE-D BUILDING PAPER AND SHEATHING. (R703.10.2) SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING

DOORS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
CAULK ALL EXTERIOR JOINTS, TYP. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATERRESISTIVE BARRIER COMPLYING WITH SECTION (703.2) FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. (R703.4) THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATERRESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES. (R703.4.1.1) AIR SEALING SHALL BE INSTALLED AROUND ALL WINDOW AND DOOR OPENINGS ON THE INTERIOR SIDE OF THE ROUGH OPENING GAP. (R703.4.1)

WINDOWS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
CAULK ALL EXTERIOR JOINTS, TYP. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATERRESISTIVE BARRIER COMPLYING WITH SECTION (703.2) FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. (R703.4) THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATERRESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES. (R703.4.1.1) AIR SEALING SHALL BE INSTALLED AROUND ALL WINDOW AND DOOR OPENINGS ON THE INTERIOR SIDE OF THE ROUGH OPENING GAP. (R703.4.1)

EXTERIOR ADDRESS NUMBERS: MAKE/MODEL - AS S.B.O.
ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. NUMBERS SHALL BE A MINIMUM OF 4" HIGH WITH A MINIMUM STROKE WIDTH OF 1/2". NUMBERS SHALL NOT BE STILLED OUT. NUMBERS SHALL CONTRAST WITH THEIR BACGROUND. ADDRESSING SHALL BE ILLUMINATED AT NIGHT IN ALL NEW BUILDINGS. ADDRESS SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED. WHEN THE LUMINANCE OR THE FACE OF A SIGN IS FROM AN EXTERNAL SOURCE, IT SHALL HAVE AN INTENSITY OF NOT LESS THAN 5.0 FOOTCANDLES. INTERNALLY ILLUMINATED SIGNS SHALL PROVIDE EQUIVALENT LUMINANCE. (R319.1 & 15.20.030).

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NEW CONSTRUCTION FOR: APN:070-012-0068-0000
PARIS CONSTRUCTION
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE:
EXTERIOR ELEVATIONS MAIN RES.

PROJECT DATES:
CONST. DOCUMENTS 4/8/26
DESIGN DEVELOPMENT 2/11/26
SCHEMATIC DESIGN

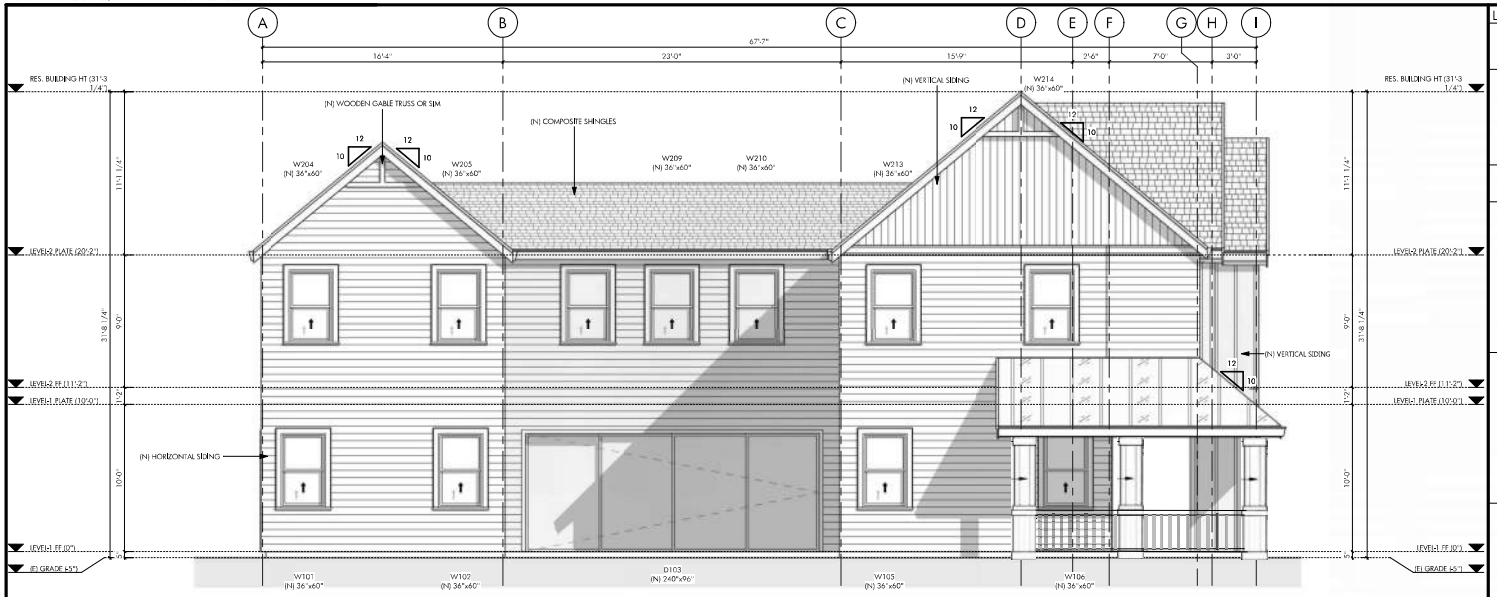
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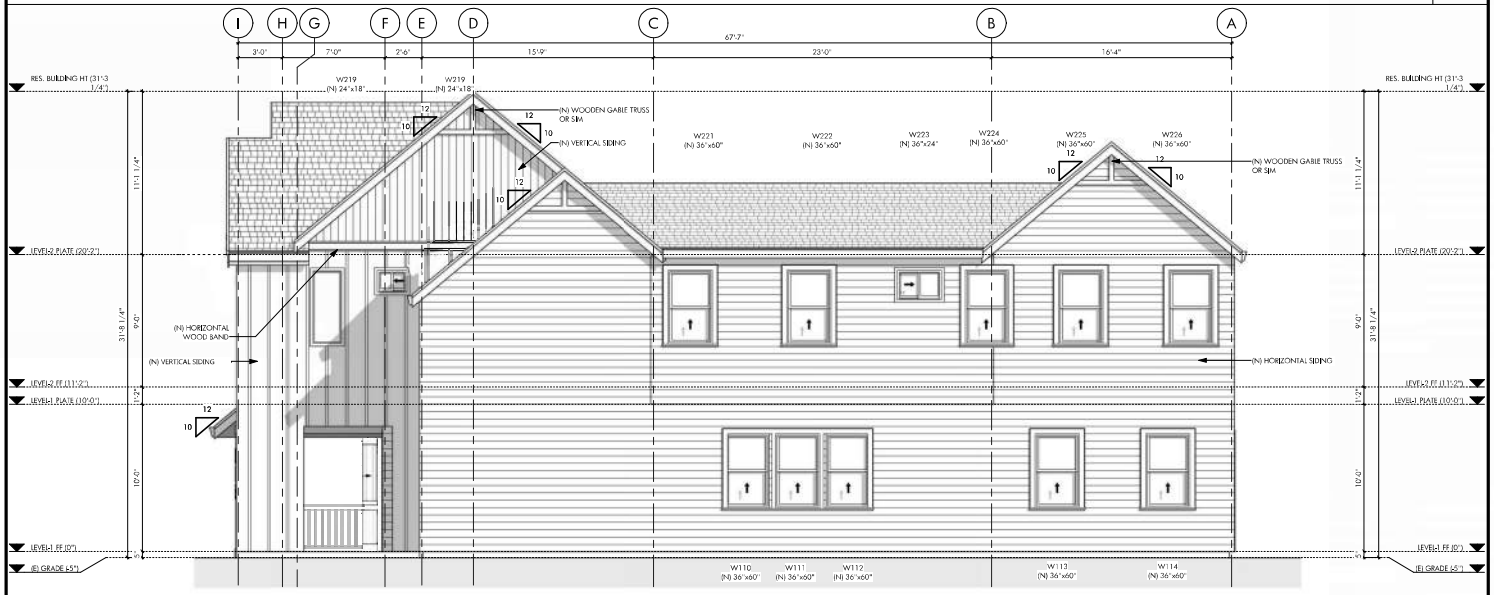
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(N) SOUTHWEST ELEVATION MAIN RES. 3



(N) NORTHEAST ELEVATION MAIN RES. 4

LEGEND: ELEVATIONS

CLASS "A" COMPOSITE SHINGLES: MAKE/MODEL - AS S.B.O.
SEE ROOF PLAN FOR ADDITIONAL INFORMATION

LAP SIDING: MAKE/MODEL - HARDIE PLANK FIBER CEMENT LAP SIDING (CEDARMILL)
LAP SIDING INSTALLED HORIZ. W/ CAULKED JOINTS O/ LAYERS OF WATERRESISTIVE BARRIER (SEE OPTIONS BELOW), AND SHEATHING. (R703.10.2). SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING.
WATERRESISTIVE BARRIER MATERIALS SHALL COMPLY WITH ONE OF THE FOLLOWING (R703.2):
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BATTEN & BOARD: MAKE/MODEL - AS S.B.O.
16" O.C. BATTEN AND BOARD INSTALLED VERT. W/ CAULKED JOINTS O/ SHEATHING OF GRADED BUILDING PAPER AND SHEATHING. (R703.10.2) SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING

DOORS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
CAULK ALL EXTERIOR JOINTS, TYP. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATERRESISTIVE BARRIER COMPLYING WITH SECTION (703.2) FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. (R703.4) THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATERRESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES. [R703.4.1.1] AIR SEALING SHALL BE INSTALLED AROUND ALL WINDOW AND DOOR OPENINGS ON THE INTERIOR SIDE OF THE ROUGH OPENING GAP. [R703.4.1]

WINDOWS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
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EXTERIOR ADDRESS NUMBERS: MAKE/MODEL - AS S.B.O.
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NEW CONSTRUCTION FOR: APN:070-012-0068-0000
PARIS CONSTRUCTION
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE:
EXTERIOR ELEVATIONS MAIN RES.

PROJECT DATES:
CONST. DOCUMENTS 4/8/26
DESIGN DEVELOPMENT
SCHEMATIC DESIGN 2/11/26

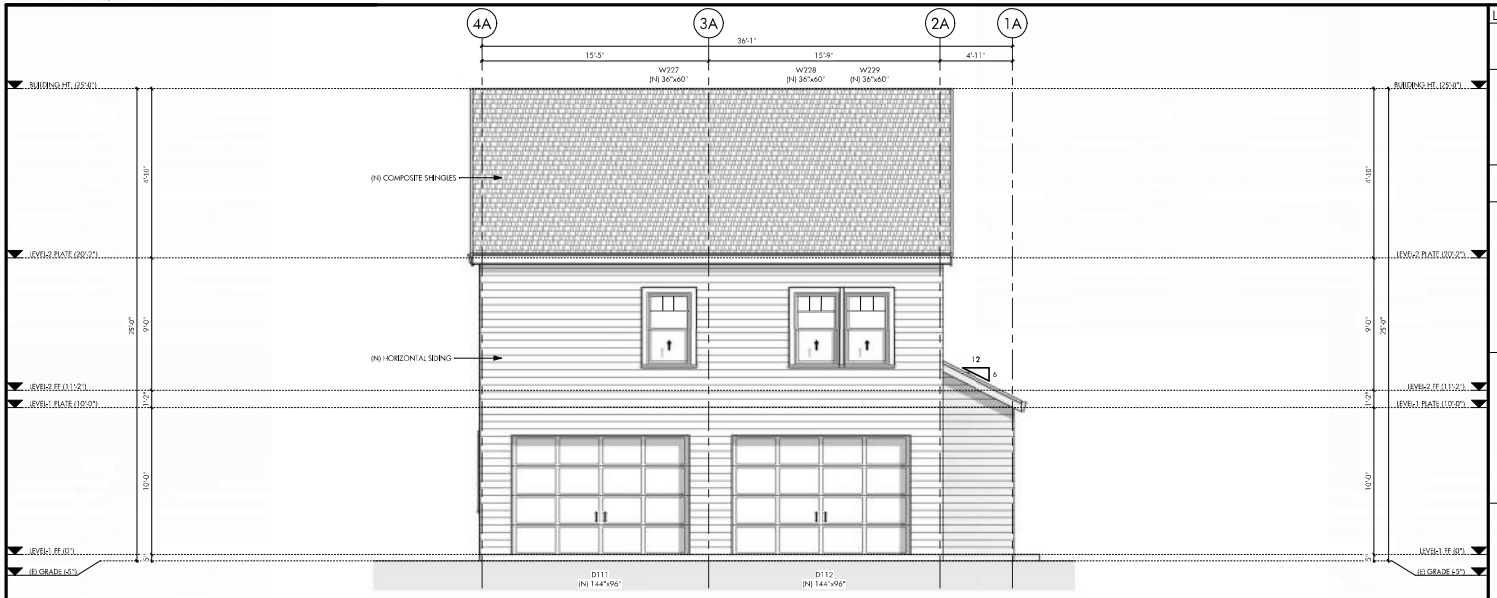
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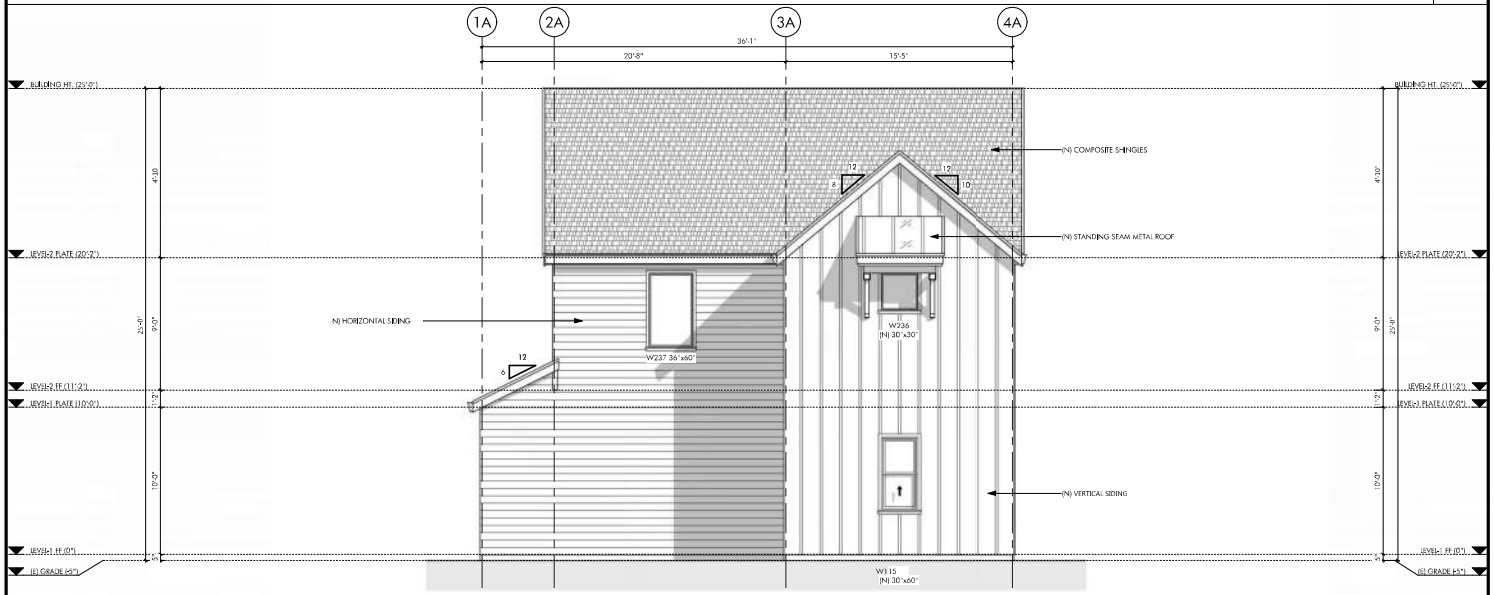
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(N) NORTHWEST ELEVATION ADU 1



(N) SOUTHEAST ELEVATION ADU 2

LEGEND: ELEVATIONS

CLASS "A" COMPOSITE SHINGLES: MAKE/MODEL - AS S.B.O.
SEE ROOF PLAN FOR ADDITIONAL INFORMATION

LAP SIDING: MAKE/MODEL - HARDIE PLANK FIBER CEMENT LAP SIDING (CEDARMILL)
LAP SIDING INSTALLED HORIZ. W/ CAULKED JOINTS O/ WATER-RESISTIVE BARRIER (SEE OPTIONS BELOW), AND SHEATHING. (R703.10.2). SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING.
WATER-RESISTIVE BARRIER MATERIALS SHALL COMPLY WITH ONE OF THE FOLLOWING (R703.2):
1. NO 15 FELT COMPLYING WITH ASTM D226, TYPE 1.
2. ASTM E2556, TYPE 1 OR 2.
3. ASTM E331 (IN ACCORDANCE WITH R703.1.1.
4. OTHER APPROVED MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

BATTEN & BOARD: MAKE/MODEL - AS S.B.O.
16" O.C. BATTEN AND BOARD INSTALLED VERT. W/ CAULKED JOINTS O/ SHEATHING OF GRADE-D BUILDING PAPER AND SHEATHING. (R703.10.2) SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING

DOORS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
CAULK ALL EXTERIOR JOINTS, TYP. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER COMPLYING WITH SECTION (703.2) FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. (R703.4) THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES. (R703.4.1.1) AIR SEALING SHALL BE INSTALLED AROUND ALL WINDOW AND DOOR OPENINGS ON THE INTERIOR SIDE OF THE ROUGH OPENING GAP. (R703.4.1)

WINDOWS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
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NEW CONSTRUCTION FOR: APN:070-012-0068-0000
PARIS CONSTRUCTION
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE: EXTERIOR ELEVATIONS ADU

PROJECT DATES:
CONST. DOCUMENTS 4/8/26
DESIGN DEVELOPMENT
SCHEMATIC DESIGN 2/11/26

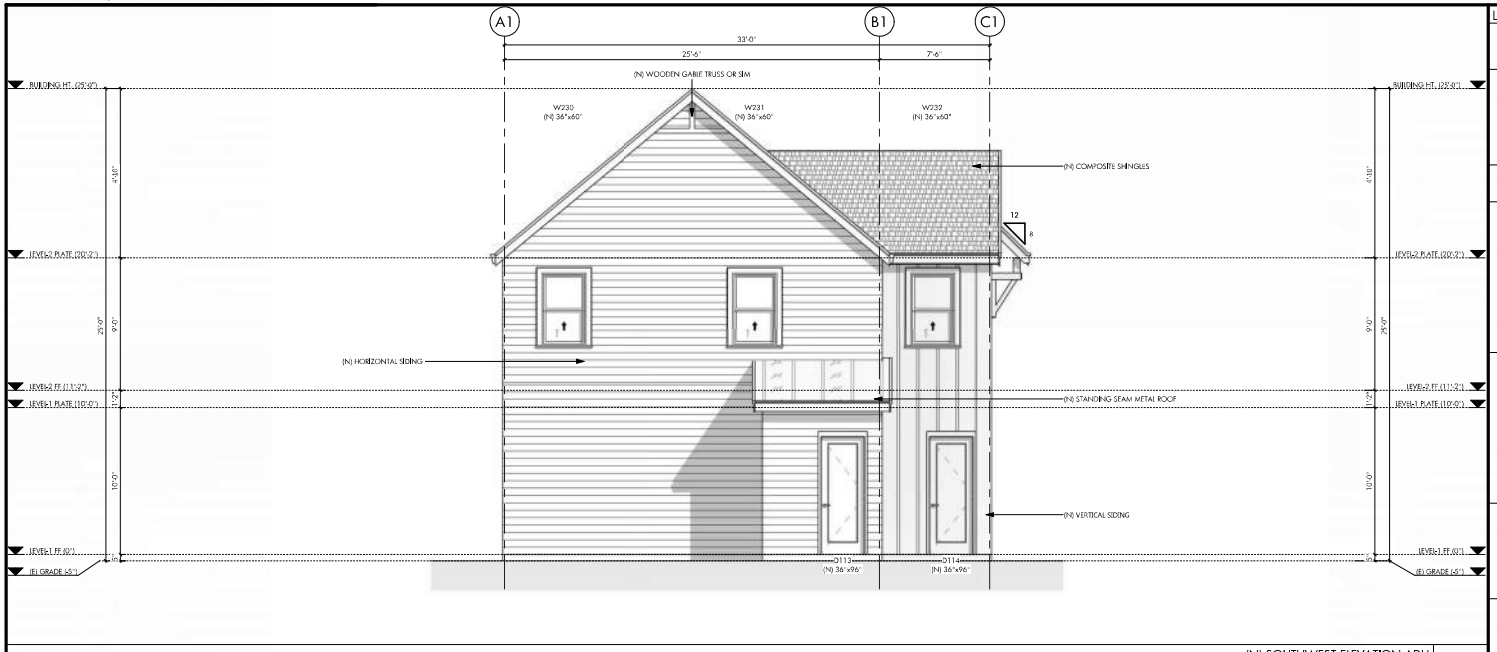
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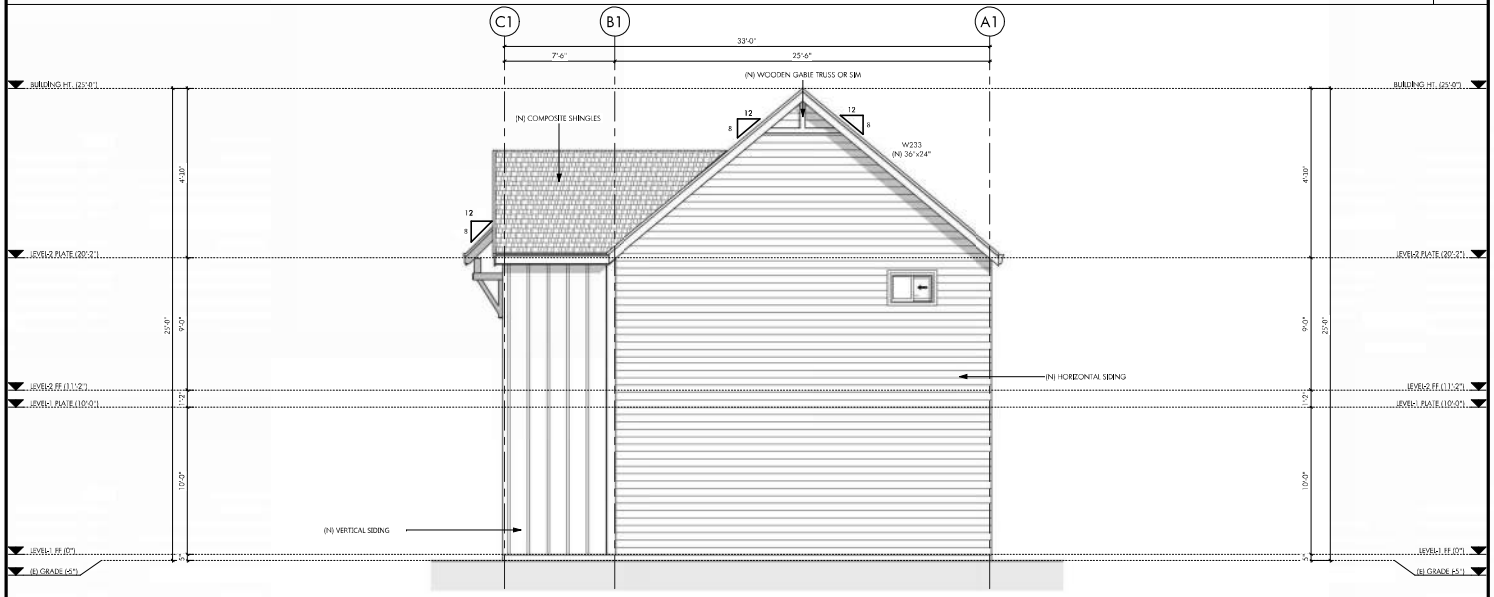
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(N) SOUTHWEST ELEVATION ADU 3



(N) NORTHEAST ELEVATION ADU 4

LEGEND: ELEVATIONS

CLASS "A" COMPOSITE SHINGLES: MAKE/MODEL - AS S.B.O.
SEE ROOF PLAN FOR ADDITIONAL INFORMATION

LAP SIDING: MAKE/MODEL - HARDIE PLANK FIBER CEMENT LAP SIDING (CEDARMILL)
LAP SIDING INSTALLED HORIZ. W/ CAULKED JOINTS O/ WATER-RESISTIVE BARRIER (SEE OPTIONS BELOW), AND SHEATHING. [R703.10.2]. SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING.
WATER-RESISTIVE BARRIER MATERIALS SHALL COMPLY WITH ONE OF THE FOLLOWING (R703.2):
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2. ASTM E2556, TYPE 1 OR 2.
3. ASTM E331 IN ACCORDANCE WITH R703.1.1.
4. OTHER APPROVED MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

BATTEN & BOARD: MAKE/MODEL - AS S.B.O.
16" O.C. BATTEN AND BOARD INSTALLED VERT. W/ CAULKED JOINTS O/ SEAMLESS OF GRADE-D BUILDING PAPER AND SHEATHING. [R703.10.2]. SEE MANUF. SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FASTENING

DOORS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
CAULK ALL EXTERIOR JOINTS, TYP. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER COMPLYING WITH SECTION (703.2) FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. [R703.4] THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES. [R703.4.1.1] AIR SEALING SHALL BE INSTALLED AROUND ALL WINDOW AND DOOR OPENINGS ON THE INTERIOR SIDE OF THE ROUGH OPENING GAP. [R703.4.1]

WINDOWS: MAKE/MODEL - SEE FLOOR PLAN LEGEND
CAULK ALL EXTERIOR JOINTS, TYP. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER COMPLYING WITH SECTION (703.2) FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH AAMA 712. [R703.4] THE FENESTRATION MANUFACTURER'S INSTALLATION AND FLASHING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE FENESTRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, PAN FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. PAN FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES. [R703.4.1.1] AIR SEALING SHALL BE INSTALLED AROUND ALL WINDOW AND DOOR OPENINGS ON THE INTERIOR SIDE OF THE ROUGH OPENING GAP. [R703.4.1]

EXTERIOR ADDRESS NUMBERS: MAKE/MODEL - AS S.B.O.
ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. NUMBERS SHALL BE A MINIMUM OF 4" HIGH WITH A MINIMUM STROKE WIDTH OF 1/2". NUMBERS SHALL NOT BE SPELLED OUT. NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ADDRESSING SHALL BE ILLUMINATED AT NIGHT IN ALL NEW BUILDINGS. ADDRESS SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED. WHEN THE LUMINANCE OR THE FACE OF A SIGN IS FROM AN EXTERNAL SOURCE, IT SHALL HAVE AN INTENSITY OF NOT LESS THAN 5.0 FOOTCANDLES. INTERNALLY ILLUMINATED SIGNS SHALL PROVIDE EQUIVALENT LUMINANCE. [R319.1 & 15.20.030].

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF GREYSCALE ARCHITECTURE INC. ALL DESIGN INFORMATION CONTAINED IN THESE DRAWINGS ARE FOR USE ON THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF GREYSCALE ARCHITECTURE, INC. © 2015-2026

OWNER INFO:

NAME: MATTHEW PARIS
ADDRESS: 5464 2ND STREET
ROCKLIN, CA 95677
TEL: 916-899-9968
EMAIL: MATTHEWPARIS@ME.COM

NEW CONSTRUCTION FOR: APN:070-012-0068-0000
PARIS CONSTRUCTION
315 SUTTER ST,
FOLSOM, CA, 95630

STAMP:

TITLE: EXTERIOR ELEVATIONS ADU

PROJECT DATES:

CONST. DOCUMENTS	4/8/26
DESIGN DEVELOPMENT	2/11/26
SCHEMATIC DESIGN	

REVISION	NUMBER	DATE

SHEET: A6.14

PRINT DATE/TIME: 4/10/2026 8:38:19 AM

GREYSCALE ARCHITECTURE, INC. LIMITS ITS RESPONSIBILITY TO INFORMATION REPRESENTED THEREIN AND THE INTENDED USE THEREOF AND ASSUMES NO RESPONSIBILITY FOR ACTUAL AS-BUILT CONDITIONS. PLANS WITHOUT JURISDICTIONAL APPROVAL SHALL BE NULL AND VOID.

DESIGN BOARD



COLOR & MATERIAL PALETTE

BODY
Creamy Tan
SW 7541
(Main Siding)

TRIM & GABLE
Antique White
SW 6119
(Trim, fascia, corner boards, window trim)

WOOD ACCENT
Rockwood Brown
SW 2806
(Columns, railings, front door, details)

ACCENT
Naval
SW 6244

PORCH ROOF
Dark Bronze
(Metal)

MAIN ROOF
Charcoal

Attachment 3
Site Photos


315





Attachment 4
HFRA and HPL Initial Comments on Original Proposal

Nathan Stroud

From: The HFRA <thehfra@gmail.com>
Sent: Friday, July 10, 2026 12:00 PM
To: Nathan Stroud
Cc: Mike Reynolds; Carrie Lane; Kale Elledge; Bob Walter; Laura Fisher
Subject: Re: Request for Comments – DRCL26-000101: 315 Sutter St., New Custom Home and ADU Project

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nathan,

HFRA appreciates being given the opportunity to provide initial feedback on the residential new construction project proposed for 315 Sutter Street.

While the design of the house is beautiful, the modern farmhouse style does not fit the 1850-1950 design criteria for the Historic District as the modern farmhouse style originated in 2010.

The design of this project looks very modern when compared to surrounding homes both on the street and in the neighborhood. When describing General Design Intent, The Historic District Design and Development Guidelines state one of the objectives is to "To ensure that new construction reflects the residential scale and character of neighborhoods." HFRA does not feel that the current design of this project meets either of those objectives and encourages staff to work with the applicant to modify the project to fit one of the styles noted in the DDG Style section that could be found between 1850-1950: Craftsman, Queen Anne, Delta, Contemporary, 50s Ranch Style, Spanish Eclectic or Italianate.

Thank you for your consideration,

Mike Reynolds, HFRA President
Laura Fisher, HFRA Treasurer
Carrie Lane, HFRA Merchant Association Liaison
Kale Elledge, HFRA Communications

HERITAGE PRESERVATION LEAGUE OF FOLSOM
PROJECT APPLICATION REVIEW
July 14, 2026

PROJECT: New Custom Home with a detached ADU
315 Sutter Street in the Central Subarea

PROJECT HISTORY: Application Circulated by the City on July 2, 2026
Feedback requested by July 15, 2026

PROJECT SITE
The project site is a standard Theodore Judah lot located at the east end of Sutter Street. In the Municipal Code and the Design and Development Guidelines for the Historic District the Central Subarea is characterized as 'average homes' from 1850-1950 with reduced visibility of cars.

ARCHITECTURE
Residence
The proposed architecture does not reflect the design criteria of the area or any specific architectural style. As a result, the building has a contemporary feel and does not appear to belong in the Historic District. HPL recommends that the applicant should work with staff to modify the following aspects of the design:

1. Rework the front entrance area.
   a) The squared off entryway may be eliminated so the front porch can be extended.
   b) The steep pitch of the front facing gables can be lowered to match the overall roof areas.
2. Select a uniform window style.
   a) Replace the tall undivided windows along the front façade (facing north and west) with hung windows.
   b) Select doors with divided windowpanes for the front façade.
3. Create a more uniform look by modifying the façade materials.
   a) Limit the use of board and batten to the upper gable areas.
   b) Select a uniform roof material (standing seam or composition shingles).
4. Use black as an accent color (for trim) and avoid using black as a wall color.

Garage
The large garage doors emphasize the presence of cars. HPL is suggesting that the applicant could be encouraged to work with staff to reduce the visual impact:

1. Select garage doors that resemble carriage house doors.
2. Recess one garage bay by a few feet.

Attachment 5
HFRA Subsequent Comments, dated August 19, 2026

Nathan Stroud

From: The HFRA <thehfra@gmail.com>
Sent: Wednesday, August 19, 2026 7:45 AM
To: Nathan Stroud
Cc: Mike Reynolds; Carrie Lane; Kale Elledge; Laura Fisher; Bob Walter
Subject: Re: REVISED: Request for Comments – DRCL26-000101: 315 Sutter St., New Custom Home and ADU Project
Attachments: IMG_3446.jpeg

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Nathan,

While HFRA appreciates the revisions to the design based on our meeting with the applicants and HPL, we still think the house looks more like a modern farmhouse than a craftsman and do not think it is consistent with a design style found between 1850-1910. Three elements of concern are the steep pitched roof, the vertical board and batten siding surrounding the front entrance and the mixed roofing materials. At a minimum we would like the suggestion we discussed for extending the porch roof to cover the front door (see attached rendering) incorporated.

We encourage staff and the HDC to protect the character of the Historic District by ensuring that the all of the HD design guidelines are applied to this project.

Thank you,

Mike Reynolds, HFRA President
Laura Fisher, HFRA Treasurer
Carrie Lane, HFRA Merchant Association Liaison



Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No. 11696 - A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Agreement (Contract No. 173-21 19-072) with Williams Scotsman, Inc. for $80,166.24 from the Solid Waste Operating Fund (Fund 540) for the Lease of a Modular Building Occupied by the Waste and Recycling Division
FROM:	Utilities Department

RECOMMENDATION / CITY COUNCIL ACTION

The Utilities Department recommends that the City Council pass and adopt Resolution No. 11696 - A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Agreement (Contract No. 173-21 19-072) with Williams Scotsman, Inc. for $80,166.24 from the Solid Waste Operating Fund (Fund 540) for the Lease of a Modular Building Occupied by the Waste and Recycling Division.

BACKGROUND / ISSUE

The Waste and Recycling Division (Division) of the Utilities Department is located in the City of Folsom Corporation Yard at 1300 Leidesdorff Street in Folsom. The Division administrative staff work from a modular building originally leased in 2007. The location of the Division administrative office within the Corporation Yard and photos identifying the specific building are included as Attachment No. 3.

The original building owner, ModSpace, has since been sold to Williams Scotsman, Inc. (WillScot), who currently owns the building. In October 2019, the city executed a lease with WillScot to secure the building and rental rate for five years. Following the five-year period, the agreement transitioned to a month-to-month rental. In 2024, the Division amended the original agreement for two additional years to secure use of the building and the pricing.

The current agreement expires October 31, 2026, and the Division is interested in continuing to occupy the building. This resolution will authorize the City Manager to execute an extension to the lease agreement with WillScot for four (4) additional years. The short-term lease allows for an easier transition when the Division moves to the future site of the new corporation yard south of Highway 50.

POLICY / RULE

In accordance with Section 2.36.080 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of $77,426 or greater shall be approved by City Council.

ANALYSIS

In consideration of the future transition to a new Corporation Yard, the Department recommends a short-term extension of the lease on the administrative building it has occupied for nineteen years. A lease fixes monthly costs and establishes what building maintenance and repairs are the city's responsibility and what is covered by WillScot. For example, the city must do minor maintenance such as air filters and light bulbs, but a water leak is WillScot's responsibility. If the current Corporation Yard were going to be used long-term, a different office solution would be evaluated; however, taking into consideration the cost and operational disruption of removing the current building and replacing it with a new building, amending the existing lease is most practical course of action.

Due to growth of the Division since first occupying this building, extending this lease is only part of the short-term solution to ensuring capacity of all staff until a permanent location is built. The Division is currently exploring additional measures to expand capacity, which may include minor building modifications or supplemental office space. Any modifications to the current building must be scheduled through the building owner and an estimate is currently pending to split the conference room into two offices. If the city approves the proposed building modifications, there would be no impact on rent, only one-time construction cost.

The agreement insulates the city from rate increases so the monthly rental rate will continue at the same rate it has been since the inception of the agreement, $1,550 per month for a total monthly cost of $1,670.13 after tax. This would add $80,166.24 over the next four years to the existing contract. The current agreement also obligates the city to final removal charges at WillScot's prevailing rate at the time the equipment is returned. This was estimated at $15,530.20 at the start of the agreement in 2019.

Another option available to the Division is to purchase the building at a cost of $396,000; however, in consideration of the low rent and temporary nature of the city's need for this equipment, the Division has determined continuing to rent is the most beneficial option.

FINANCIAL IMPACT

If approved, the agreement with Williams Scotsman, Inc., for the amendment to extend the term of the lease on the Waste and Recycling administrative building would be funded through the Solid

Waste Operating Fund (Fund 540). Sufficient funds are budgeted and available in the Fiscal Year 2026-27 Solid Waste Operating Fund (Fund 540) for the lease. The department is requesting that the contract be authorized for an additional $80,166.24 to extend the term of the lease for four years.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1. Resolution No. 11696 - A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Agreement (Contract No. 173-21 19-072) with Williams Scotsman, Inc. for $80,166.24 from the Solid Waste Operating Fund (Fund 540) for the Lease of a Modular Building Occupied by the Waste and Recycling Division

2. Agreement for the lease of a modular building located in the city corporation yard.

3. Photos of leased modular building and aerial view showing the location within the Corporation Yard at 1300 Leidesdorff Street.

Submitted,

_____

Marcus Yasutake, Director
UTILITIES DEPARTMENT

Attachment 1

RESOLUTION NO. 11696

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT (CONTRACT NO. 173-21 19-072) WITH WILLIAMS SCOTSMAN, INC. FOR $80,166.24 FROM THE SOLID WASTE OPERATING FUND (FUND 540) FOR THE LEASE OF A MODULAR BUILDING OCCUPIED BY THE WASTE AND RECYCLING DIVISION

WHEREAS, the administrative operations of the Waste and Recycling Division of the Utilities Department currently utilize a rented modular building located at the City of Folsom Corporation Yard; and

WHEREAS, the lease will expire October 31, 2026; and

WHEREAS, staff have considered the limited term use of the current Corporation Yard in the recommendation to continue leasing the existing building rather than solicit bids for a replacement building; and

WHEREAS, staff have considered the cost of purchasing the existing building relative to continuing to pay rent; and

WHEREAS, an amendment to the lease agreement secures the building for use by the Waste and Recycling Division for the next four (4) years; and

WHEREAS, staff recommend amending the agreement with Williams Scotsman, Inc. to continue leasing the modular building for four additional years at a cost of $80,166.24; and

WHEREAS, sufficient funds are budgeted and available in the Solid Waste Operating Fund (Fund 540) in Fiscal Year 2026-27 and will be made available for the remainder of the agreement through the budget process; 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. 2 to the Agreement (Contract No. 173-21 19-072) with Williams Scotsman, Inc. for $80,166.24 from the Solid Waste Operating Fund (Fund 540) for the Lease of a Modular Building Occupied by the Waste and Recycling Division.

PASSED AND ADOPTED this 8th day of September, 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

Williams Scotsman, Inc.
2910 Ramco Street
West Sacramento, CA 95691-5841

Your Williams Scotsman Representative
Dave Ryden
Phone: (707) 451-3000
Fax:
Email: dave.ryden@willscot.com
Toll Free: 800-782-1500

Contract Number: 1112171

Lease Agreement

Lessee: 11059981
CITY OF FOLSOM
50 NATOMA ST
FOLSOM, California, 95630

Contact:
Marie McKeeth
50 Natoma Street
Folsom, CA, 95630
Phone: 916-461-6731
Fax:

E-mail: mmckeeth@folsom.ca.us

Ship To Address:
Corp. yard Folsom Blvd.
FOLSOM, CA, 95630

Delivery Date(on or about):
11/1/2019

Rental Pricing Per Month		**Quantity**	**Price**	**Extended**
64x48 Modular (60x48 Box)	Unit Number:	1	$1,550.00	$1,550.00
ADA/IBC Ramp ~~w/ switchback~~	Rent	1	$338.00	$338.00
Minimum Lease Term: 60 Months			Total Monthly Building Charges:	$1,550.00
			Subtotal of Other Monthly Charges:	$338.00
			Total Rental Charges Per Month:	$1,888.00
Delivery & Installation				
			Total Delivery & Installation Charges:	$0.00
Final Return Charges*				
Tiedown-Dirt Removal		32	$37.33	$1,194.56
Skirting Removal - Wood LF		216	$4.29	$926.64
Ramp - Knockdown & Return		1	$1,428.00	$1,428.00
Teardown		1	$8,200.00	$8,200.00
Return Freight		4	$945.25	$3,781.00
			Due On Final Invoice*:	$15,530.20
			Total Charges Including (60) Month Rental, Delivery, Installation & Return:**	$128,810.20

Summary of Charges

Model: SM6448	QUANTITY: 1	Total Charges for (1) Building(s): $128,810.20

Williams Scotsman, Inc.
2910 Ramco Street
West Sacramento, CA 95691-5841

Your Williams Scotsman Representative
Dave Ryden
Phone: (707) 451-3000
Fax:
Email: dave.ryden@willscot.com
Toll Free: 800-782-1500

C

Date: August 01, 2019

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	SM6448	$51934.00	

Lessee:CITY OF FOLSOM

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance**: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee: is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If **Lessee:** fails to deliver the required certificate of insurance, **Lessee:** understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Repair to Existing Condition

DG. SB

Notwithstanding the terms and conditions of this agreement, Lessor will, at its sole expense, repair existing water damage to buildings covered by this agreement as well as repair the roof leaks responsible for causing the existing damage.

WILLSCOT
Williams Scotsman, Inc.
2910 Ramco Street
West Sacramento, CA 95691-5841

Your Williams Scotsman Representative
Dave Ryden
Phone: (707) 451-3000
Fax:
Email: dave.ryden@willscot.com
Toll Free: 800-782-1500

Contract Number: 112171
Revision: 2

Clarifications

***Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (08-01-15) located on Lessor's internet site (http://www.willscot.com/support/terms-conditions) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

[ ]Paperless Invoicing Option	[ ]Standard Mail Option
Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.	Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:
A/P Email:	50 Natoma Street Folsom CA 95630
A/P Email on File:	Enter a new billing address: _____

Signatures

Lessee:: CITY OF FOLSOM	**Lessor:** **Williams Scotsman, Inc.**
Signature:	
Print Name:	
Title:	Title:
Date:	Date:
PO#	

See attached signature page.

PLEASE RETURN SIGNED AGREEMENT TO: SAWLeases@willscot.com

WILLIAMS SCOTSMAN, INC.
LEASE AGREEMENT
TERMS & CONDITIONS (08/01/2015)

1. Equipment; Modular Equipment and Ancillary Products Definitions. As used in this Lease Agreement, the following definitions shall apply:
"**Lease Agreement**" The "**Lease Order Agreement**" and these "**Lease Agreement Terms and Conditions**" along with any **"Addenda"** thereto together comprise the "**Lease Agreement**" between the parties.
"**Modular Equipment**" shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.
"**Ancillary Products**" shall mean the stairs; railings; ramps; awnings; fencing; furniture; kitchen equipment and food service supplies including consumables; restroom appurtenances and supplies; office products; computers, printers, monitors, scanners, and other telecommunication related devices; security systems; temporary alternative heat, electric and sanitary systems; convenience items; and any other ancillary products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.
"**Equipment**" shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. True Lease. This Lease Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment except as may relate to Lessee's purchase of Ancillary Products which are covered by a separate, executed sale agreement and/or items which are recognized as clearly for finite consumption (ex. kitchen, restroom, and/or office supplies). The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

3. Commitment of Resources. By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment. It is understood and agreed upon between the parties that Lessor, in reliance on the promises of Lessee contained herein, may be specially ordering, reserving, altering, remodeling and/or modifying the Equipment described in this Lease Agreement based on information supplied to Lessor by Lessee. Lessee understands that the Modular Equipment may not be standard, readily re-leasable product and/or Lessor may have lost other rental opportunities in allocating the Modular Equipment for Lessee's use and, as a result, Lessor is incurring extraordinary costs and expenses in proceeding with Lessee's order for this Modular Equipment. Notwithstanding anything contained in this Lease Agreement to the contrary, in the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Term, Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor's receipt of written notice of termination; b) storage related charges attributable to failed delivery; c) rent for the Minimum Lease Term; and d) reasonable overhead and profit. All such charges will be billed on a lump sum basis unless other payment options are agreed by the Lessor.

4. Delivery; Acceptance; Delay. Upon delivery, Lessee agrees to inspect and accept the Equipment. Lessee will have forty-eight (48) hours from the date of delivery to notify Lessor, in writing of any defects or deficiencies in the Equipment. Such notice shall specify each defect or deficiency in the Equipment. Unless Lessor receives timely, written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. Acceptance of the Equipment shall constitute Lessee's acceptance of this Lease Agreement. In the event delivery of the Equipment is delayed, through no fault of Lessor, for a period of more than thirty (30) days from the delivery date set forth in the Lease Order Agreement (or, if no delivery date is enumerated, from the date on which Lessor advises Lessee in writing that the Equipment is ready for delivery) Lessee agrees to pay Lessor a storage fee equal to 50% of the Total Rental Charges Per Month for each delay, or portion thereof, until the Equipment [illegible] Lessee under this paragraph shall be due upon invoicing by Lessor and shall be in addition to any other rent, charges and fees due under this Lease Agreement. Fees assessed under this Section shall not affect commencement of the Minimum Lease Term.

5. Term of Lease; Extension. The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Term. Acceptance of Equipment returned to Lessor prior to expiration of the Term or any Extension Period thereof, does not constitute a release of Lessee's rental obligations. In the event Lessee terminates the Lease Agreement during the Term, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Term, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee's use, and any applicable charges related to Ancillary Products, plus the Final Return Charges. At the end of the Term or Extension Period, Lessee shall be responsible for any "Final Return Charges" as estimated in the Lease Order Agreement. Lessee understands and agrees that the Final Return Charges stated in the Lease Order Agreement are estimates only and that Final Return Charges including, but not limited to, dismantle and return freight charges, will be charged at Lessor's then prevailing rate at the time of surrender. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. Any amounts prepaid by Lessee for rent or estimated return freight and knockdown shall be applied as a credit to Lessee's final invoice once final charges are determined by Lessor. At the end of the Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the "Extension Period"); except that Lessee's rental rate shall be automatically adjusted to Lessor's then prevailing renewal rental rate. At the end of the Term, Lessor has the right, upon notice to Lessee, to change or increase any other fee due and payable under the Lease Agreement. After the end of the Term, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. Site Suitability; Inspection. Lessee shall choose a firm, level site with minimum soil bearing pressure in the appropriate pounds per square foot ("PSF") as determined by and in compliance with all local statutes, rules, ordinances, laws, building codes and regulations in the jurisdiction in which the Equipment will be located, and no more than a one inch per ten feet slope from one end to the other that is easily accessible by Lessor's standard truck/delivery equipment to locate the Modular Equipment and those Ancillary Products which are set upon/installed on the site. Lessee represents and warrants that the site is not a former landfill and Lessee has advised Lessor of any issues relating to the site or soil conditions which may impact the installation or settlement of the Equipment. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. Lessee warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of the Equipment, and further agrees to give directions and supervise the placement of such Equipment. Lessor assumes no liability nor offers any warranty for the fitness, adequacy of Lessee's site or utilities available at the site. Lessee is solely responsible for the site selection and subsurface conditions, including compaction, determining and complying with appropriate PSF, and environmental conditions. Unless otherwise agreed to in writing by Lessor, Lessee is responsible for verifying the presence or absence of any underground utilities in the designated site location. Prices for delivery, installation, teardown, return delivery and other "one-time" charges, due dates for delivery or installation of Equipment, demobilization and return delivery assume accuracy of the information given to Lessor by Lessee with respect to site conditions and are subject to adjustment to the extent that the timing of or physical nature of access to the site is or becomes limited, the site does not have adequate load bearing or other topographic qualities

or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable license or permits are not provided in a timely manner, or Lessee otherwise delays completion of Lessor's work. If Lessee fails to provide a suitable site then Lessee shall pay for any resulting additional delivery, installation, and knock down and return charges, including but not limited to storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessor may suspend its work at Lessee's site if Lessor deems the site to be unsafe or in any way unable to accept the Equipment. Lessor is solely relying on Lessee's knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, hurricanes, tornadoes and flooding. Lessor recommends that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event, Lessee declines Lessor's installation of anchors, Lessor will comply with Lessee's refusal based on and in express and sole reliance on the representation and other terms and conditions in this Lease Agreement. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor (excluding the relocation of readily relocatable Ancillary Products within the Modular Equipment for Lessee's ease of use and convenience). Lessor shall not be responsible for compliance with any site specific requirements including, but not limited to, site security, badging, background checks, safety, and/or training requirements unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the Term of this Lease Agreement and any Extension Period. **LESSOR DOES NOT RECOMMEND OR SUPPORT THE STACKING OF MODULAR EQUIPMENT. DO NOT STACK MODULAR EQUIPMENT UNLESS YOU HAVE THE APPROVAL OF QUALIFIED ENGINEERING PROFESSIONALS, COMPLY WITH ALL OCCUPATIONAL SAFETY LAWS, AND OBTAIN ALL ZONING, BUILDING, AND OCCUPANCY PERMITS. NOTWITHSTANDING ANY EXPRESS TERMS TO THE CONTRARY, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IF LESSEE STACKS MODULAR EQUIPMENT.**

7. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use, and enjoy the Equipment subject to the terms and conditions of this Lease Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges, and expenses and execute and comply with all laws related to or that affect in any way the use, possession, maintenance, storage, and/or operation of the Equipment while it is in Lessee's possession, including obtaining all approvals, licenses, tests, inspections, and permits (including without limitation building permits and other governmental approvals) related to the use, possession, maintenance, storage, and/or operation of the Equipment. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including but not limited to janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by trained and qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. At its sole cost, Lessee shall maintain and keep the Equipment clean, in good repair and safe operating condition at all times during the term of this Lease Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall keep the Modular Equipment properly ventilated and shall not allow or permit any condition to exist that allows standing water to accumulate in, on, or under the Modular Equipment and/or any Ancillary Products. Damage, deterioration, or contamination of the Equipment due to water infiltration or exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling. Lessor has the right to inspect the Equipment at any time and if Lessor believe misused, abused, or neglected, Lessor may, wi the Lease Agreement in default and remove and repossess the Equipment at Lessee's sole cost. Lessee shall not, without Lessor's prior written consent, make any changes, alterations, or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessee assumes full responsibility for any Ancillary Products and/or other accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Modular Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time the Modular Equipment is ordered and, to the extent that Lessor can comply and agrees to do so in writing, Lessor shall include the additional cost for compliance and the agreed upon requirements in the Lease Order Agreement. Any special requirements with respect to the Modular Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state, municipal, or local building codes, zoning ordinances, rules, laws, or other types of regulations or use codes. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. [**For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]**

8. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of, or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives; flammable substances; radioactive materials; asbestos; paint materials containing lead; materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum products or byproducts; or, any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, materials, or biological substances (including fungi, bacteria, mold, and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Ordinary wear and tear does not include damage, contamination, or deterioration to the Equipment related to Hazardous Materials. Lessee is and shall remain responsible for returning the Equipment free of any and all Hazardous Materials. Prior to the return of the Equipment Lessor may in good faith, request Lessee, at Lessee's cost and expense, to provide written evidence that the Equipment has been tested by a licensed professional and is free of Hazardous Materials. In the event Lessee does not supply such evidence within five (5) days after written request from Lessor, then Lessor may order testing at Lessee's cost. If it is determined that the Equipment is contaminated, Lessee shall pay for decontamination of the Equipment, restoring the Equipment to its condition when delivered. If it is determined that the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 12 herein.

9. Rent; Fees; Taxes; Late Charges. Rent for the Equipment begins to accrue upon completion of delivery and set-up, if required, of the Equipment (the "Delivery Date"). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Lease Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. Lessee shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes ("Sales Taxes"), (ii) ad valorem, real property, and personal property taxes ("Property Taxes"), and (iii) related 3rd party fees and expenses ("Fees") (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as

"Taxes and Fees"). Lessee shall pay or shall reimburse Lessor, for any and all Taxes and Fees related to the Equipment, its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. In the event a properly executed Sales Tax exemption certificate is presented to and approved by Lessor, Lessee will not be charged for those Sales Taxes falling under such exemption, but will remain liable for all Taxes and Fees for which the exemption certificate does not apply. Lessee shall indemnify, defend and hold Lessor harmless against any and all Sales Taxes, including any interest and penalties thereon, if such exemption certificate is later determined not to apply to Lessee or is otherwise later deemed invalid. Property Taxes may be recovered based on any reasonable formula, including but not limited to the ratio of Lessor's total Property Tax per state over the Lessor's total estimated revenues per state. **ANY AMOUNTS NOT PAID WITHIN TWENTY (20) DAYS OF THE DUE DATE SET FORTH ON THE INVOICE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER MONTH OR THE MAXIMUM AMOUNT PERMITTED BY LAW, WHICHEVER IS LOWER, OF THE AMOUNT IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID PLUS AN ADMINISTRATIVE LATE CHARGE OF $35.00 PER MONTH FOR EACH MONTH THE INVOICE REMAINS UNPAID.** Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a partial payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be absolute and unconditional and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

INVOICES ISSUED BY LESSOR ARE SOLELY FOR LESSEE'S CONVENIENCE. ELECTRONIC BILLING STATEMENTS ARE THE OFFICIAL BILLING METHOD USED BY LESSOR. LESSEE AGREES TO PROVIDE A VALID ELECTRONIC MAIL ADDRESS ("EMAIL ACCOUNT") FOR PURPOSES OF RECEIVING INVOICES AND ALL LESSEE INVOICES WILL BE SENT TO SUCH EMAIL ACCOUNT. FAILURE OF LESSEE TO RECEIVE AN INVOICE THROUGH EMAIL DOES NOT WAIVE ANY OF LESSEE'S OBLIGATIONS HEREUNDER. IF LESSEE REQUIRES A PAPER INVOICE, LESSEE WILL MAKE SUCH REQUEST IN WRITING TO LESSOR AND WILL AGREE TO PAY LESSOR A $10.00 ADMINISTRATIVE FEE PER PAPER INVOICE.

LESSOR'S PREFERRED PAYMENT METHOD IS AUTOMATED CLEARING HOUSE ("ACH"). IF LESSEE PAYS BY CHECK, LESSEE AGREES THAT LESSOR MAY ADD A CHECK PROCESSING FEE IN THE AMOUNT OF $10.00 TO LESSEE'S ACCOUNT. IF LESSEE PAYS BY CHECK OR ACH AND THE BANK RETURNS THE CHECK OR ACH DEBIT TO LESSOR UNPAID, LESSEE AGREES THAT LESSOR MAY ADD A RETURNED CHECK FEE OR RETURNED ACH DEBIT FEE IN THE AMOUNT OF $30.00 TO LESSEE'S ACCOUNT.

10. **No Liens**. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments not arising out of Lessor's acts including but not limited to mechanics' and materialman's liens.

11. **Indemnity**. Lessee agrees to indemnify, defend, and hold harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, ~~**INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR CAUSED BY THE NEGLIGENCE OF LESSOR OR ITS AGENTS OR EMPLOYEES,**~~ arising out of or related to: (a) any loss or damag[illegible] part or component thereof; (b) the death of, inj[illegible] property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

12. **Loss; Damage**. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products in accordance with Section 18; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Modular Equipment to Lessee unless Lessor agrees to dispose of the Modular Equipment along with any destroyed Ancillary Products at Lessee's cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this Section 12 shall be binding upon Lessee in accordance with the terms hereof.

13. **Insurance**. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full term of the Lease Agreement. (C) General. (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 11 & 12

13.1. **Commercial General Liability Program**: The Commercial General Liability Program may or may not be available for Ancillary Products. If

the Commercial General Liability Program is available in full or in part (in the Agent's sole discretion) and provided Lessee elects to participate in this program, and pays the required additional fees, the Lessee will satisfy the Lease Agreement requirements for Commercial General Liability Insurance to the extent of any limitations outlined in this Lease Agreement. Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage: $2,000,000.00 General Aggregate; $1,000,000.00 Per Occurrence; and, $5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Lease Order Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Modular Equipment and may or may not cover Ancillary Products. The Commercial General Liability Program has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability with respect to such insurance. Lessee payments will be considered payments under the Lease Agreement; any payment default by Lessee under the Lease Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Lease Agreement and Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the Lease Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, upon request, and Lessee understands that the coverage is only in effect as long as the Lease Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110, 111, 112 or 113).

13.2. Property Damage Waiver Program: The Property Damage Waiver Program may or may not be available for Ancillary Products. If the Property Damage Waiver Program is available in full or in part (in Lessor's sole discretion) and provided Lessee elects this program and pays the required additional fees, then Lessee shall not be obligated to obtain the property insurance described in Section 13(B) and Lessor agrees to relieve Lessee of Lessee's liability for loss or damage to the Modular Equipment for amounts in excess of the amount specified as the deductible in the Insurance Requirements Addendum to the Lease Order Agreement per unit of Modular Equipment per occurrence and for loss or damage to Ancillary Products to the extent covered by the Property Damage Waiver Program and subject to the relevant deductibles. The Property Damage Waiver covers acts of vandalism, fire and natural disasters including heavy wind, lightning, flooding, fallen trees, etc. The Property Damage Waiver **does not cover:** (1) Damage arising from or related to collision and/or upset that occurs during transport and/or relocation of Equipment by Lessee, its employees, agents, invitees or anyone acting at the direction of or on behalf of the Lessee; (2) Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the negligence or willful misconduct of the Lessee, its employees, agents, or anyone acting at the direction of or on behalf of the Lessee; (3) Lessee's personal property and/or contents within or upon the Equipment. **LESSEE IS RESPONSIBLE FOR INSURING ITS OWN BELONGINGS**; (4) Damage or loss of use of Equipment due to contamination of the Equipment from Hazardous Materials, as defined in Section 8 herein. The monthly fee payable by Lessee is specified on the face page of the Lease Order Agreement and will be billed with the rental invoice. The waivers set forth herein shall not be binding upon Lessor unless the loss, damage, injury or claim is reported to Lessor, in writing, within seventy-two (72) hours of its occurrence. Lessee shall cooperate with and provide to Lessor all information pertaining to such event. The waivers provided herein are automatically extinguished or terminated on the date that rent or any other charges due to be paid by Lessee become late and unpaid or upon expiration or termination of the Lease A **CONTAINED HEREIN SHALL CONSTI FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**

14. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Lease Agreement; (3) Lessee shall have abandoned the Equipment or is no longer entitled to keep the Equipment at its delivered location; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or, any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term, any Extension Period thereof and all other unpaid rent, fees, taxes, and charges including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman immediately due and payable; (2) Repossess, retake, and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Williams Scotsman; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment and there shall be in or attached to such Equipment any property owned by or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property will be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) **LESSEE AND LESSOR WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS, AND SUITS OF ANY KIND ARISING FROM OR RELATING TO THIS LEASE AGREEMENT**.

15. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, (impediments including, but not limited to, ramps, steps, and/or landscaping added by parties other than Lessor) at the Delivery Address shown in the Lease Order Agreement or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the Lessor's rates then in effect on the date of surrender. The Modular Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable

ordinary wear and tear excepted. Lessee shall pay Lessor for all missing or damaged tires, axles, or hitches. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all impediments, remove all of Lessee's personal property, and vacate the Modular Equipment leaving the Ancillary Products intact and readily accessible. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Modular Equipment or for keeping or storing any personal property of Lessee left in or on the Modular Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

16. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Lease Agreement that it will repair structural or mechanical defects in the Modular Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Modular Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Modular Equipment, utilities connection, alteration of the Modular Equipment, use of the Modular Equipment for a purpose for which it was not intended, vandalism, misuse of the Modular Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Modular Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. **LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES ARISING IN RELATION TO LESSOR'S LIMITED WARRANTY, OR ANY REPAIRS PERFORMED PURSUANT TO THE LIMITED WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.**

17. Assignment. LESSEE SHALL NOT ASSIGN THIS LEASE AGREEMENT OR SUBLET THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. This Lease Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

18. Ancillary Products. Notwithstanding anythi Agreement to the contrary, in the event of any Ancillary Products the following terms and conditions shall apply:

(a) While some Ancillary Products originate in various instances from third-party suppliers, Lessee shall nevertheless lease the Ancillary Products solely from Lessor and shall have no ownership rights or interests therein, except as may relate to Lessee's purchase of items which are covered by a separate, executed, sale agreement and/or are recognized as clearly for finite consumption (ex. kitchen, restroom, and/or office supplies). Lessee shall be obligated to pay applicable rental amounts set forth in the Lease Order Agreement for the lease of the Ancillary Products.

(b) Certain Ancillary Products, including but not limited to portable bathrooms or generators, may contain or present certain hazardous conditions or materials. Lessee acknowledges that it is fully aware of the potential hazards in using such Ancillary Products and agrees to assume all risk. Lessee agrees that it shall: (i) use such Ancillary Products in a safe manner, in accordance with all manufacturers' recommendations; (ii) perform all required maintenance on such Ancillary Products that is not otherwise to be performed by Lessor pursuant to the terms of the Lease Agreement. Lessee shall utilize only trained, licensed, qualified and/or certified technicians for such repairs as required; and (iii) maintain and remove any waste or hazardous materials created by such Ancillary Products in accordance with all applicable laws, rules and regulations.

(c) Lessor may require Lessee to execute a separate Addendum for certain Ancillary Products.

(d) Limited Warranty. The Ancillary Products may be "New" or "Used" Ancillary Products. In the event of any defect, Lessee shall notify Lessor within two (2) days of the occurrence thereof. Ancillary Products shall be subject to the specific manufacturer's warranty provisions and time period, if any, as applicable to and as available for the Ancillary Products. In any event, the liability of Lessor shall be limited solely to the repair of defects in, or, the replacement of the Ancillary Products at Lessor's sole option. Lessor shall have no liability for the repair of any defect or condition resulting from: Lessee's relocation of the Ancillary Products; utilities connection; alteration of the Ancillary Products; use of the Ancillary Products for a purpose for which it was not intended; vandalism; misuse of the Ancillary Products; excessive wear and tear, or failure to provide notice to Lessor of needed repairs or maintenance. The repair of the Ancillary Products by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. **LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES ARISING FROM THE POSSESSION, USE, OR OPERATION OF ANCILLARY PRODUCTS. LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE ANCILLARY PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ANCILLARY PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". LESSOR MAKES NO REPRESENTATIONS WITH REGARD TO THE USAGE OR CONDITION OF THE ANCILLARY PRODUCTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE**

(e) Lessee assumes all risk of loss and damage to the Ancillary Products from all causes. The insurance value for the Ancillary Products may or may not be included in the Equipment Value shown in the Insurance Requirements Addendum to the Lease Order Agreement for the Modular Equipment, or, covered under the Property Damage Waiver Program if Lessee is enrolled. In the event of total loss or damage to any or all of the Ancillary Products, Lessee agrees to pay Lessor the replacement value for

the Ancillary Products as determined by Lessor as well as any applicable Taxes and Fees.
(f) The terms governing the product description and frequency of maintenance and cleaning services to be performed by Lessor in relation to Ancillary Products shall be exclusively set forth in the Lease Order Agreement.

19. Miscellaneous. (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by both parties, constitutes the entire agreement between the parties, (except as may otherwise be noted in Section 18(c) or as later amended as outlined in 19(c), superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties, as outlined in Section 19(c). The terms of any documents submitted by Lessee or any third-party supplier of Ancillary Products (i) are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee-supplied documents shall be for Lessee's billing purposes only. Notwithstanding anything contained in such document to the contrary, in the event of any conflict or inconsistency between the provisions of this Lease Agreement and the provisions of any Lessee-supplied documents, the provisions contained in this Lease Agreement shall prevail. (c) Any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal as Lessor's obligation shall be deemed "Extra Work". Lessee, with Lessor's consent, may order changes in the Equipment, material or labor to be furnished by Lessor under the Lease Agreement. Prior to Lessor performing/providing the Extra Work, Lessor and Lessee must agree in writing to any modification or addition to the Equipment, material or labor covered by this Lease Agreement as well as the corresponding changes to the Lease Agreement Total Charges and time frame for performance. All Extra Work shall be authorized by written Amendment or Change Order to the Lease Agreement signed by both parties. Failure to have written authorization shall not preclude Lessor from recovering compensation for Extra Work. Lessee shall promptly pay Lessor for any additional Equipment, materials or labor authorized by Amendment or Change Order. Payment for Extra Work shall be due as and when invoiced by Lessor. Costs for Extra Work shall include reasonable overhead and profit as well as other related sums incurred by Lessor as may be applicable, including but not limited to: administrative costs; office expenses; expenses incurred at the Delivery Location; project manager/site superintendent time and expenses (if such personnel is supplied by Lessor); dumpster fees; temporary facilities for Lessor's use including, but not limited to, sanitary facilities and/or Field Office(s); temporary utilities for Lessor's use (if supplied by Lessor); travel and related expenses; cell phone expenses and other costs for communication; Architectural and/or Engineering expenses (if supplied by Lessor); cleanup at the Delivery Location if performed by Lessor; document/drawing reproduction costs; and/or the costs for Mail/Overnight and other delivery services. (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 11 would be in violation of or othe applicable law, then Section 11 shall automa amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law.
(e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 11, 12, 13, 14, 15, 18, and 19, which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. The failure of Lessor to insist at any time upon the strict performance of any of the terms, covenants, or conditions of this Lease Agreement or to exercise any right or remedy herein, or the waiver by Lessor of any breach thereof shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Order Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee understands and agrees that Lessor may use Lessor employees or subcontracted workers for the performance of any work related to the Equipment, as determined in Lessor's sole discretion. (i) **LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES**. (j) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (k) With the exception for mechanic's and materialman's lien proceedings set forth below, this Lease Agreement shall be governed by and interpreted under California~~Maryland~~ law. Further, all legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in California~~Baltimore City, Maryland~~. Mechanic's and materialman's lien proceedings, including any action to foreclose on such lien, shall be governed by the law of the state where the Equipment is located. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT**. (l) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (m) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. (n) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (o) Lessor may amend these terms and conditions from time-to-time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CONTRACTOR:

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

October 29, 2019	52-0665775
Date	Tax I.D. Number
Signature	Samantha Diaz
Darren Gould	Samantha Dishop
Print Name	Print Name
VP, West Region	Assistant Corp. Secretary
Title	Title

CITY OF FOLSOM, A Municipal Corporation:

12/10/19	
Date	Elaine Andersen, City Manager
ATTEST:	FUNDING AVAILABLE:
Christa Freemantle 12/10/19	12.6.19
Christa Freemantle, City Clerk Date	Stacey Tamagni, Finance Director Date
ORIGINAL APPROVED AS TO CONTENT:	ORIGINAL APPROVED AS TO FORM:
12/4/19	12/9/19
Dave Nugen, Public Works Director Date	Steven Wang, City Attorney Date

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.

Folsom File No. 173-21 19-072
Res 10354 11/12/2019



37165

WASHINGTON NOTARY ACKNOWLEDGMENT

State of Washington

County of Snohomish

I certify that I know or have satisfactory evidence that Darren Gould is the person who appeared before me, and said person acknowledged

that (he/she) signed this instrument and acknowledged it to be (his/her) free and

voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 29, 2019

(Seal or Stamp)

Notary Public
State of Washington
REBECCA GALLOWAY
MY COMMISSION EXPIRES
OCTOBER 31, 2019

Signature

Regional Admin Manager

Title

My Appointment Expires: October 31, 2019

MARYLAND NOTARY ACKNOWLEDGEMENT

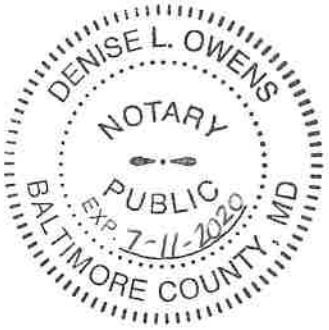
STATE OF MARYLAND)
) §
COUNTY OF BALTIMORE)

I HEREBY CERTIFY THAT on October 31, 2019, before me, a notary public for said State and County, personally appeared Samantha Bishop, personally known to me, and that she has executed the foregoing document for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my official seal the day and year above written.

Denise L. Owens
Notary Public

Expiration: 07-11-2020



WILLIAMS SCOTSMAN

An ALGECO SCOTSMAN Company

SERVICE GUIDE

Important Things To Remember

- Your lease includes service calls by Williams Scotsman and its authorized subcontractors for repairs resulting from routine wear and tear of the building and equipment (not including HVAC filters, fire extinguishers, fuses/breakers & light bulbs). Your lease does not include charges for any service performed by other vendors or individuals.

- Your lease does not include janitorial services, or service charges to repair damages or failures caused by:
  - A.) Improper or inadequate:
    - 1) maintenance or cleaning of the building and floor
    - 2) electrical service/power
    - 3) mechanical service
  - B.) Theft and vandalism
  - C.) Accident, negligence, extreme weather or Acts of God.
  - D.) Damage from your failure to promptly report water leaks.

- You are responsible for any re-leveling of the building, steps and ramps, and/or adjustments to the building steps and ramps that may be needed due to settlement of the ground surface.

- Place chair mats under rolling chairs to eliminate excessive wear to floor to avoid charges upon return of building.

- Before making any repairs, you must receive authorization in order to be reimbursed for work that you do to the building.

- Modifications to the building require prior Williams Scotsman approval.

- Relocation of any building must be pre-approved by Williams Scotsman.

- You are responsible for proper site drainage around the building.

- If the building has gutters, you must keep the gutters free of debris.

- You are responsible for maintaining the integrity of the exterior of the building.

- All service calls must be placed within 2 business days of the occurrence to ensure warranty coverage.

Prior To Returning Your Building

- Please return keys with the building or you will be subject to a charge to replace the entire lock set.

- Williams Scotsman is not responsible for customer's furniture, equipment or materials left in the building. Remove before vacating the building or charges will apply to dispose of these items, including trash.

- Our take down and return fees do not include removal of obstructions, construction debris, skirting, tie downs, custom stairs and ramps, fences, landscaping and other equipment, unless pre-arranged. Have the building cleared of items so that additional charges will not be applied.

Problem Solvers

1. ELECTRICAL

Use only a qualified electrician to hook up your building!

The electrician should verify the proper voltage is being supplied after the power has been turned on.

All lights do not work

- Is the unit hooked up to 220 volts with proper size wire?
- Was the electricity hooked up by a qualified electrician?
- Is the main breaker on at the breaker panel?

Note: Certain types of breakers appear to be on but actually are off. Switch fully off and then on again.

Some lights come on, some do not

- Check all switches. Check bulbs which may have loosened in transit. If bulbs are burned out, replace (customer's responsibility). If bulbs are in good condition and still don't work, call for service.

All fluorescent lights are flickering

- Light ballasts are cold; flickering usually stops after a few minutes.

In one of the light fixtures, both bulbs are flickering

- Change one bulb at a time by removing and installing new bulb. Make sure you install a new lamp. If it does not cure the problem, call for service.

No power in one of the receptacles

- Check the GFI receptacle in the bathroom.
- Reset if tripped.
- Check breaker at panel box. If breaker is on and there is still no power, call for service.

Breaker keeps tripping in one of the receptacles

- Are there too many cords plugged into the same receptacle causing an overload in the circuit?

Remember to operate building properly it must be grounded.

2. HOT WATER HEATER

- Hot water heater must be filled with water before electricity is turned on!
- If hot water heater is not operating once filled, check on/off switch on the heater or check the breaker in the electrical panel box.

3. AIR CONDITIONING

The customer is responsible for changing the air conditioning filters every 30 days, cleaning the evaporator coil as needed, cleaning the condenser coil as needed, and checking and filling HVAC refrigerant as needed. Air conditioning maintenance should be performed by trained and qualified HVAC technicians only. The customer will be responsible for all damages arising in relation to any failure to perform these tasks per the required schedule.

3A. CENTRAL AIR CONDITIONER

(Mounted on front of building)

Air conditioner does not operate

- Is the voltage correct (220 volts)?
- Is the hookup done properly?
- Are there loose wires?
- Check circuit breaker at panel box.
- Check safety switch located outside, adjacent to the A/C.
- Check fuses in the safety switch box.

Note: Only certain A/C models have internal fuses.

A/C is running, but no air is coming out of diffusers

- Open ceiling diffusers and/or registers.
- Make sure there are no obstructions in the air louvers or grilles (located on front wall inside).
- Make sure the filter is clean.

Instructions For Changing A/C Filter



- Turn thermostat to off position.
- Turn off power at main panel box.
- Remove service door (center panel) located on front of building.
- Slide old filter out.
- Slide new filter in (arrow up).
- Replace service door.
- Turn on power at main panel box.
- Turn on thermostat and set as desired.
- HVAC Filter Size

Water dripping outside is normal, especially in very hot and humid weather conditions.

3B. ROOM AIR CONDITIONER

(Roof mount or through wall)

Air conditioner does not operate

- Is voltage correct (220 volts)?
- Is the hookup done properly?
- Is the circuit breaker tripped?

Air conditioner does not cool as it should

- Are you operating thermostat correctly?
- Temperature control may not be set low enough.
- Turn knob to lower setting.
- The room may have been very hot when A/C was first turned on; allow additional time for it to cool down.

Instructions For Changing A/C Filter

The filter should be washed with warm water or vacuumed every 30 days. Remove the front grille to locate the filter.

Water dripping outside is normal, especially in very hot and humid weather conditions.

4. HEAT PUMP

Some buildings are equipped with heat pumps. Unlike a gas furnace which makes a lot of hot air, a heat pump takes a while to warm up. It's best to let the heater run all night at a lower temperature instead of turning off completely. This will also prevent freeze-up.

5. COLD WEATHER

During above normal snowfall, it is important that any excessive accumulation of snow and ice on roofs is removed. These preventive measures can help ensure the safety of employees, the protection of equipment and property, and helps fulfill responsibilities as Lessee. We recommend that customers hire a professional to do such work as removing snow and ice may be dangerous as well as cause damage to the roof.

During any cold weather, do not disconnect heat (electric) from the unit until plumbing has been drained. If not drained, the pipes may freeze and then burst. You are responsible for any damages as a result of frozen water lines.

WILLSCOT

AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
CITY OF FOLSOM
50 NATOMA ST
FOLSOM CA 95630

EQUIPMENT LOCATION:
Corp. yard Folsom Blvd.
FOLSOM CA
95630

Contract Number: W1228701
Equipment Serial/Complex Number: CPX-116957
Insurance Replacement Value: $ 51,934.00

By this Amendment, **Williams Scotsman, Inc**. and the Lessee (listed above) agree to modify the original lease agreement, dated 11/01/2019 ("Lease Agreement") as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 11/01/2024 through 10/31/2026 (the "Lease Renewal Term").

2. The rental rate during the Lease Renewal Term shall be $~~1,1550.00~~ $1,550.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance as set forth in the Lease during the Lease Renewal Term.

3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned.

4. 64X48 MODULAR (60X48 BOX) $1,550.00 each (qty1) (monthly)

5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: CITY OF FOLSOM		LESSOR: WILLIAMS SCOTSMAN, INC.	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

See attached signature page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CONTRACTOR: William Scotsman, Inc.

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

October 15, 2024
Date

Tax I.D. Number

Signature

Signature

Samantha Bishop
Print Name

Print Name

Assistant Secretary
Title

SVP Legal
Title

Priscilla Lara
10/15/2024

Priscilla Lara
Notary Public
Maricopa County, Arizona
My Comm. Expires 10-25-25
Commission No. 616780

CITY OF FOLSOM, A Municipal Corporation:

2-5-2025
Date

Dan Haverty, Interim City Manager

ATTEST:

Christa Freemantle, City Clerk 2/5/25
Date

FUNDING AVAILABLE:

Stacey Tamagni, Finance Director 1/30/25
Date

ORIGINAL APPROVED AS TO CONTENT:

10/29/24
Mark Rackovan, Public Works Director Date

ORIGINAL APPROVED AS TO FORM:

2/4/2025
Steven Wang, City Attorney Date

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.

Attachment 3

Waste and Recycling Division
Administrative Office

City of Folsom Corporation Yard
1300 Leidesdorff Street, Folsom, California 95630



Waste and Recycling Division

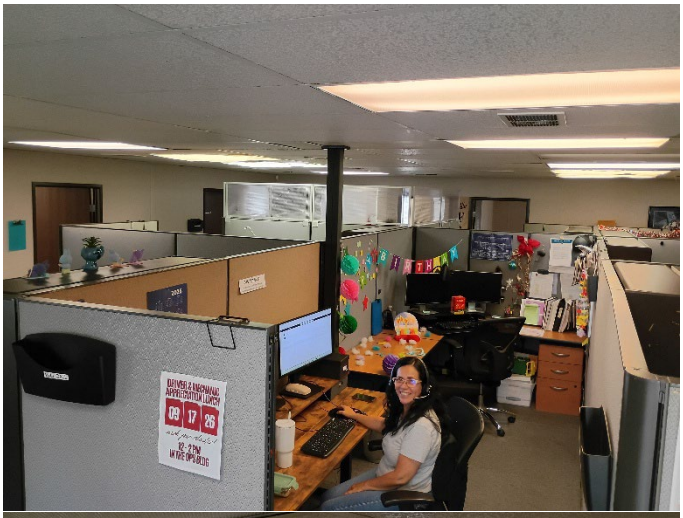
Administrative Office – Building Exterior

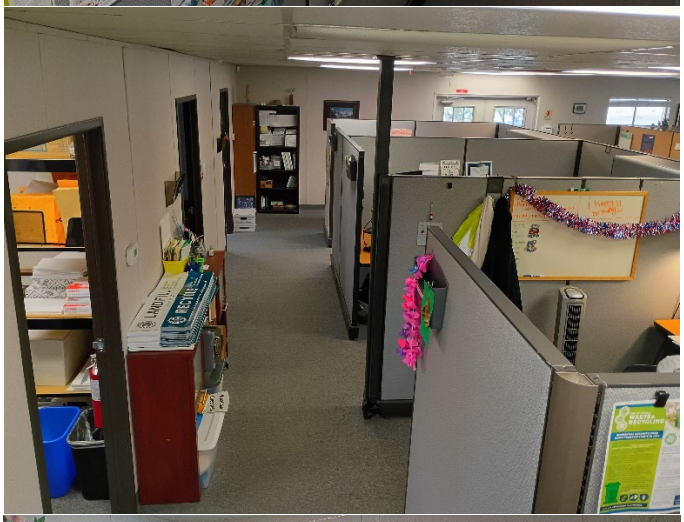






Waste and Recycling Division
Administrative Office – Building

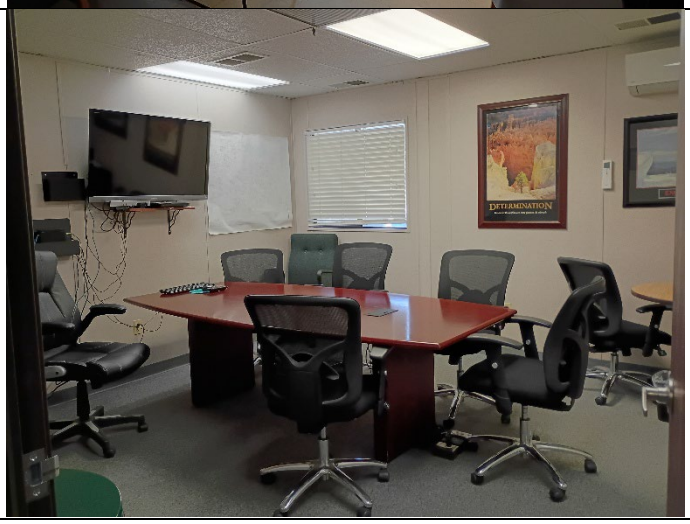







BANKERS BOX


DETERMINATION


PERSPECTIVE

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No 11698 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

The Community Development Department recommends that the City Council pass and adopt Resolution No 11698 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area.

BACKGROUND / ISSUE

The development of the Folsom Plan Area (FPA) continues to require significant City resources for engineering plan review, construction management, and construction inspection associated with public infrastructure and subdivision improvements.

In 2015, the City Council recognized the substantial volume of development-related engineering services anticipated in the FPA and determined that these costs should not be subsidized by the City's General Fund. The City subsequently implemented a full-cost-recovery program under which development-related engineering costs are recovered through applicable fees and developer deposits.

As development activity increased, the City determined that additional professional resources were needed to provide construction management and inspection oversight for the extensive backbone infrastructure and subdivision improvements being constructed throughout the FPA.

On July 12, 2016, the City Council adopted Resolution No. 9797 authorizing an agreement with Unico Engineering, Inc. for Owner's Representative Services for the FPA. The agreement was subsequently transferred, with the City's consent, to Pinnacle Project Management.

Pinnacle Project Management has provided Owner's Representative, construction management, and construction inspection services for the FPA for the last ten years. These services have provided the City with additional professional resources to coordinate construction activities, monitor compliance with City-approved plans and specifications, communicate with developers and contractors, and assist City staff with the delivery and acceptance of public improvements. All such services are full cost recovery paid by the developer at no impact to the City's General Fund.

FPA development and construction activity continues to require these services. Using an Owner's Representative allows the City to obtain specialized professional services as needed without adding permanent City positions for development-related work that may vary over time. The contract with Pinnacle Project Management has expired and staff propose to enter into a new Professional Services Agreement with Pinnacle Project Management to continue providing Owner's Representative services for the FPA over the next five-year period.

POLICY / RULE

Folsom Municipal Code Section 2.36.080 establishes the City's requirements for the award of contracts. The proposed agreement is being presented to the City Council for approval in accordance with the City's current contracting requirements.

ANALYSIS

Community Development Department staff recommends entering into a new Professional Services Agreement with Pinnacle Project Management based on the firm's experience providing construction management and inspection services for the FPA and its familiarity with the area's infrastructure, development program, and construction requirements.

Under the proposed agreement, Pinnacle Project Management will provide Owner's Representative services, including construction management and construction inspection, as authorized by the City. Services may include:

- Construction management and coordination for FPA public infrastructure and subdivision improvements;
- Construction inspection and field observation;
- Monitoring construction for compliance with City-approved plans, specifications, conditions of approval, and applicable City standards;
- Coordination with developers, contractors, engineers, consultants, utility providers, and City staff;
- Monitoring construction schedules and project progress;
- Assistance with construction meetings and resolution of field issues;
- Documentation of construction activities and deficiencies;

- Assistance with project closeout, punch-list activities, and acceptance of public improvements; and
- Other related Owner's Representative services authorized by the City.

The proposed agreement will allow the City to continue using specialized professional resources and adjust services based on actual development and construction activity.

Pinnacle Project Management's familiarity with the FPA also provides continuity and reduces the time required for a new consultant to become familiar with the area's infrastructure, development sequencing, construction standards, and coordination requirements.

The proposed agreement is limited to the scope and funding approved by the City Council with each fiscal year budget, including budget amendments as needed with City Council authorization given full cost recovery through developer deposits, invoicing, and reconciliation at various stages through mapping, capital and site improvements and acceptance, plan review, permit issuance and occupancies, as well as work covered under warranties.

FINANCIAL IMPACT

The proposed Professional Services Agreement with Pinnacle Project Management will be funded within the Community Development Department's adopted contract budget for engineering services. The agreement will be limited to the existing budget amount of $690,000. Each subsequent year of the five-year contract term will have budget appropriation by the City Council through the adoption of the City's budget, along with any amendments approved by City Council.

Consistent with the City's full-cost-recovery program, costs associated with private development activity will be recovered from applicable developer fees and deposits to the extent permitted by the applicable fee program and agreements.

The Community Development Department will monitor revenues and expenditure throughout the term of the agreement and manage services within the approved contract amount and available funding.

Any amendment to increase funding will be reviewed and decided by the City Council. Funding for subsequent years of the five-year term will be included in future budget requests and appropriations.

ENVIRONMENTAL REVIEW

The proposed Professional Services Agreement is administrative in nature and does not approve a physical development project or authorize construction. Therefore, the proposed action is not a project subject to environmental review under the California Environmental Quality Act (CEQA).

Any future project-specific activities requiring environmental review will be evaluated separately as required by law.

ATTACHMENTS

1. Resolution No. 11698 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area
2. Scope of Services and Fee Schedule with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area

Submitted,



Pam Johns, Community Development Director

ATTACHMENT 1

A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area

RESOLUTION NO. 11698

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PINNACLE PROJECT MANAGEMENT FOR OWNER'S REPRESENTATIVE SERVICES FOR THE FOLSOM PLAN AREA

WHEREAS, development of the Folsom Plan Area ("FPA") continues to require substantial engineering, construction management, construction inspection, and related professional services associated with public infrastructure and subdivision improvements; and

WHEREAS, in 2015, the City Council recognized the substantial volume of development-related engineering services anticipated in the FPA and determined that such costs should not be subsidized by the City's General Fund; and

WHEREAS, the City subsequently implemented a full-cost-recovery program under which development-related engineering and related professional service costs are recovered through applicable fees and developer deposits; and

WHEREAS, as development activity in the FPA increased, the City determined that additional professional resources were necessary to provide construction management, construction inspection, and Owner's Representative oversight for backbone infrastructure and subdivision improvements; and

WHEREAS, on July 12, 2016, the City Council adopted Resolution No. 9797 authorizing an agreement with Unico Engineering, Inc. for Owner's Representative Services for the FPA; and

WHEREAS, the agreement with Unico Engineering, Inc. was subsequently transferred, with the City's consent, to Pinnacle Project Management; and

WHEREAS, Pinnacle Project Management has provided Owner's Representative, construction management, and construction inspection services for the FPA for approximately ten years and has developed substantial familiarity with the FPA's infrastructure, development program, construction requirements, and coordination needs; and

WHEREAS, the existing agreement with Pinnacle Project Management has expired, and the Community Development Department recommends entering into a new Professional Services Agreement with Pinnacle Project Management to continue providing Owner's Representative services for the FPA; and

WHEREAS, the proposed services will provide the City with specialized professional resources to coordinate construction activities, monitor compliance with City-approved plans and specifications, coordinate with developers and contractors, assist City staff with field issues and construction meetings, and support the delivery, closeout, and acceptance of public improvements; and

WHEREAS, the proposed Professional Services Agreement will have an initial term of five years, subject to the availability and appropriation of funds by the City Council, with a not-to-exceed amount of $690,000 for the initial term including the current fiscal year budget, as amended if necessary through City Council authorization; and

WHEREAS, services provided under the proposed agreement will be performed on an as-needed basis and within the scope and funding authorized by the City; and

WHEREAS, costs associated with private development activity will be recovered from applicable developer fees and deposits to the extent permitted by applicable fee programs and agreements, and no General Fund impact is anticipated; and

WHEREAS, Folsom Municipal Code Section 2.36.080 establishes the City's requirements for the award of contracts, and the proposed Professional Services Agreement is being presented to the City Council for approval in accordance with the City's contracting requirements; and

WHEREAS, the proposed Professional Services Agreement is administrative in nature, does not approve a physical development project or authorize construction, and therefore does not constitute a project subject to environmental review under the California Environmental Quality Act ("CEQA"); and

WHEREAS, City Council has appropriated $690,000 for Engineering Division contract services as part of the FY 2026-27 annual budget and an additional appropriation may be requested of City Council as service demands; and

WHEREAS, any additional appropriation request will be offset by a corresponding increase in revenue received; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a Professional Services Agreement with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area.

PASSED AND ADOPTED this 8th day of September, 2026, by the following roll-call vote:

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

Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

ATTACHMENT 2

Scope of Services and Fee Schedule with Pinnacle Project Management for Owner's Representative Services for the Folsom Plan Area

Scope Purpose

This scope is in response to the request from a series of meetings and clarifying emails with Pam Johns and Rebecca Neves to renew the contract for our current services that we have provided to the City for the past 10 years. The scope of this proposal adheres to the verbal and written understandings garnered between the City and Pinnacle through the aforementioned correspondence, that includes the scope of services that Pinnacle is currently providing, as described in the following:

Tasks

Task 1 – Project Facilitation (Owner's Representative) Services

- Attendance at all weekly construction and project coordination meetings
- Review of bid documents
- Coordination with City Staff and legal counsel as required
- Verification of bid advertisements for both duration and location
- Attendance at any required pre-bid meetings
- Attendance at all public bid openings
- Review of bids
- SPIFF and CFD support for eligibility and reconciliation
- Coordination meetings with individual City Departments and outside agencies involved in the facilitation of the project
- Plan constructability review
- City standards and policy updates
- Oversight of all site inspection and materials testing, which includes:
    - Project scheduling through all the contractors for their daily activities to maximize efficiency and coverage of inspections
    - Review of daily field reports
    - Inspector weekly work schedule review and approval
    - Response and routing of all field questions and concerns
    - Traffic control plan review and routing for approval
    - Review of payment and invoicing for inspection companies
- Project submittals review and routing for approval to the Engineer of Record and to the appropriate oversight department(s) at the City. In the case of private development this includes approval from the landowner of their representative
- Project RFI review and routing to follow suit with the submittal process
- Maintaining all site construction documentation related to the projects through a cloud-based service that provides up to date transparency to the project team and city staff
- Design consultant coordination
- Dry utility construction coordination
- Caltrans permitting assistance and coordination as needed
- Conflict resolution (i.e. Developer vs City, Contractor vs City, Intercity conflict related to the project, etc)

- Project accountability for the application and enforcement of plans, specifications, and standards in their appropriate application
- Random site visits to ensure the process is being held to the city's standard
- Project tours as needed
- Project accountability focused on cost and time implications
- Project closeout and acceptance

Task 2 – Utility GPS Location Services

- GPS location of all utilities within the city ROW or within city easements
- The GPS database is maintained in a state plane, comma delimited format, which is organized by utility type (water, sewer, storm, streetlighting, etc) with descriptions that include object type, size, material type, etc

Task 3 – Inspection Services for Backbone and Subdivision Projects

- Review project plans and specifications
- Document pre-construction conditions
- Monitor all construction activities for compliance with the contract plans and specifications
- Document all observations in a daily inspection report complete with pertinent photographs
- Inspection reports will be completed daily and uploaded to a secure cloud service that the City is provided with access to
- Collect and log all material tags into the project files
- Traffic Control Monitoring
- Assess and provide material quantities and costs as requested by the City
- Annotate final as-built drawings with any pertinent field changes
- Attend standing and weekly construction meetings, as needed
- Participate in final walk-through and prepare final field punch list

Billings

Client will be billed monthly on a time and material basis per the attached project fee schedule.

Rate and Fee Schedule

Name	Position	Company	Hourly Rate
Kelley Butcher	Project Facilitator/Owner's Rep	Pinnacle	$170
Isaak Butcher	Document Control Manager	Pinnacle	$70
	UNICO Inspector	UNICO	$165
	UNICO GPS	UNICO	$125
	Boswell Inspector	Boswell & Assoc	$150

- No team members listed by name will be substituted without written authorization from the City.
- Overtime will be billed at 1.5 times the hourly rate for non-exempt employees.
- Per prevailing wage, a shift differential of 12.5% applies to any covered work shift beginning after 2PM.
- All expenses including mileage are included in the above rates.
- Any purchases made at the specific direction of the City will be billed on a cost + 10% basis.
- All listed rates will have a 5% yearly escalator that shall commence on 01/01/27.

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11702 - A Resolution Authorizing the City Manager to Execute an Agreement with Univar Solutions USA LLC for $410,000 from the Water Operating Fund (Fund 520) for the Supply of Sodium Hypochlorite for the Water Treatment Plant and $110,000 from the General Fund (Fund 010) for the Supply of Sodium Hypochlorite for the Steve Miklos Aquatic Center
FROM:	Utilities Department and Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

The Utilities Department and Parks and Recreation Department recommend that the City Council pass and adopt Resolution No. 11702 - A Resolution Authorizing the City Manager to Execute an Agreement with Univar Solutions USA LLC for $410,000 from the Water Operating Fund (Fund 520) for the Supply of Sodium Hypochlorite for the Water Treatment Plant and $110,000 from the General Fund (Fund 010) for the Supply of Sodium Hypochlorite for the Steve Miklos Aquatic Center.

BACKGROUND / ISSUE

The City of Folsom receives 100% of its water supply from Folsom Lake. The City's Water Treatment Plant treats up to 50 million gallons per day of this supply to provide potable water to its customers. To meet the California Department of Public Health's drinking water standards, the water treatment process uses a combination of flocculation/sedimentation pretreatment, conventional gravity media filters, and disinfection. An essential chemical for this process is sodium hypochlorite. Water Treatment Plant staff estimates a need for 170,000 gallons of sodium hypochlorite for use during Fiscal Year 2026-27.

Sodium Hypochlorite is used at the Steve Miklos Aquatic Center as a sanitizer to keep the swimming pools free from disease-causing microorganisms. It is therefore an important part of aquatic center operations for maintaining a safe facility for community recreation.

In January 2026, after completion of a competitive bid process, the city executed an agreement (Contract No. 046-21 26-002) with Pur Water LLC for the supply of sodium hypochlorite for use at the City of Folsom Water Treatment Plant and the Steve Miklos Aquatic Center. On July 9, 2026, Pur Water LLC issued a thirty (30) day written notice of termination of the Agreement.

Univar Solutions USA LLC, who also participated in the competitive bid process, has agreed to honor prices they quoted in the bid for the remainder of this fiscal year. This resolution will authorize the City Manager to execute an agreement with Univar Solutions USA LLC for the supply of sodium hypochlorite for the Water Treatment Plant and the Steve Miklos Aquatic Center.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, contracts for supplies costing $77,426 or greater shall be awarded by the City Council.

ANALYSIS

On November 28, 2025, the city publicly advertised a request for bids for supply and delivery of sodium hypochlorite in the Sacramento Bee with bid documents made available starting December 1, 2025 on virtual-bid.com and publicpurchase.com. Bids were opened on December 18, 2025 and Pur Water LLC was the lowest responsive and responsible bidder for the supply of sodium hypochlorite to the City of Folsom.

The following bids were received by the city on December 18, 2025 for the supply and delivery of sodium hypochlorite for the City of Folsom for two years:

		Pur Water LLC		**Poolcorp**		**Univar Solutions LLC**	
Item	Est. Qty (Gal)	$/Gal	Total Price	$/Gal	Total Price	$/Gal	Total Price
WTP – 2026	165,000	$2.90	$478,500.00	$3.22	$531,300.00	$3.25	$536,250.00
WTP – 2027	170,000	$2.90	$493,000.00	$3.22	$547,400.00	$3.35	$569,500.00
Aquatic Ctr – 2026	26,400	$2.90	$76,560.00	$3.22	$85,008.00	$3.85	$101,640.00
Aquatic Ctr - 2027	26,400	$2.90	$76,560.00	$3.22	$85,008.00	$3.95	$104,280.00
Total Bid Price			**$1,124,620.00**		**$1,248,716.00**		**$1,311,670.00**

Previous bids conducted by the City's Utilities Department included utilizing a bid proposal from the Bay Area Chemical Consortium (BACC). In 2022, the bid received through the BACC included a per gallon price of $2.89, which was an increase from the BACC bid in 2020 that yielded a per gallon price of $0.85. In 2023 the City issued its own bid separate from the BACC bid and the bid results included a $2.29 per gallon price in 2024 and a $2.29 per gallon price in 2025. The BACC bid for 2024 was $3.25 per gallon and $3.35 per gallon for 2025. Given the City's previous bid achieved a lower per gallon price than the BACC bid, City staff issued a separate bid from the BACC for this bid proposal. The City's 2026 bid proposal yielded a lower cost per gallon than the BACC proposal.

Based on the results of the competitive bid process and recommendation of the Utilities Department and Parks and Recreation Department, at the January 13, 2026 City Council meeting, through Resolution No. 11532, the City Council authorized the City Manager to execute an agreement with Pur Water LLC for the purchase of sodium hypochlorite for use at the Water Treatment Plant and at the Steve Miklos Aquatic Center. The agreement (Contract No. 046-21 26-002) with Pur Water LLC was executed on January 27, 2026.

In May, 2026, Pur Water LLC contacted city staff providing notice of a sodium hypochlorite supply disruption which affected their ability to obtain product for future deliveries. Due to the critical need for Sodium Hypochlorite at both the Water Treatment Plant and the Aquatic Center, an Emergency Procurement Waiver of Bid was signed to authorize the purchase of sodium hypochlorite from any of four known vendors, namely Lincoln Aquatics (owned by PoolCorp), Univar Solutions, LLC, HASA Inc. and PurWater LLC. Through this waiver, the Aquatic Center secured delivery from Lincoln Aquatics (owned by PoolCorp) until October 31, 2026, and the Water Treatment Plant secured delivery from Univar Solutions, LLC. The price of product procured through the Emergency Waiver is subject to market fluctuation.

On July 9, 2026 city staff received email communication from Pur Water LLC, providing thirty (30) day written notice of termination of the Agreement (Contract No. 046-21 26-002) to supply sodium hypochlorite for use at the City of Folsom Water Treatment Plant and the Steve Miklos Aquatic Center.,

Based on consultation with the City Attorney's office regarding appropriate procedure, City staff contacted other companies who had responded to the November 28, 2025, request for bids. Lincoln Aquatics (owned by PoolCorp) replied that they were unable to honor the bid as they could no longer supply sodium hypochlorite to the Water Treatment Plant. Univar Solutions, LLC, confirmed they would honor the 2026 prices quoted for supply to both locations until June 30, 2027, as shown in the table below.

ITEM NO.	ITEM	DELIVERIES TO START	UNIT	UNIT PRICE THROUGH 6.30.2027
1	Sodium Hypochlorite WTP (orders of >3,100 gal)	ASAP	GAL in bulk	$3.25/gal
2	Sodium Hypochlorite Aquatic Center (orders of <3,000 gal)	Nov 1, 2026	GAL in bulk	$3.85/gal

The Utilities Department and Parks and Recreation Department recommend that the City Council authorize the City Manager to execute an agreement with Univar Solutions, LLC for the Supply of Sodium Hypochlorite for the Water Treatment Plant and the Steve Miklos Aquatic Center

FINANCIAL IMPACT

If approved, the agreement with Univar Solutions, LLC would be in the amount of $520,000. Funding for this agreement is included in the Fiscal Year 2026-27 Operating Budget at $410,000 under the Water Operating Fund (Fund 520) and $110,000 under the General Fund (Fund 010).

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA), as it is related to Section 15301, Existing Facilities.

ATTACHMENTS

1. Resolution No. 11702 - A Resolution Authorizing the City Manager to Execute an Agreement with Univar Solutions USA LLC for $410,000 from the Water Operating Fund (Fund 520) for the Supply of Sodium Hypochlorite for the Water Treatment Plant and $110,000 from the General Fund (Fund 010) for the Supply of Sodium Hypochlorite for the Steve Miklos Aquatic Center

2. Emergency Procurement Waiver of Bid – Sodium Hypochlorite

3. Pur Water LLC – 30 day Notice of Termination

Submitted,

_____

Kelly Gonzalez, Director
PARKS AND RECREATION DEPARTMENT

_____

Marcus Yasutake, Director
UTILITIES DEPARTMENT

Attachment 1

RESOLUTION NO. 11702

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH UNIVAR SOLUTIONS USA LLC FOR $410,000 FROM THE WATER OPERATING FUND (FUND 520) FOR THE SUPPLY OF SODIUM HYPOCHLORITE FOR THE WATER TREATMENT PLANT AND $110,000 FROM THE GENERAL FUND (FUND 010) FOR THE SUPPLY OF SODIUM HYPOCHLORITE FOR THE STEVE MIKLOS AQUATIC CENTER

WHEREAS, sodium hypochlorite is an essential chemical to each phase of the City's water treatment plant operation; and

WHEREAS, the aquatic center uses sodium hypochlorite for sanitizing pool water; and

WHEREAS, on December 18, 2025, the city received bids for sodium hypochlorite; and

WHEREAS, the City's bid proposal was lower on a per gallon price than the bid proposal offered by the Bay Area Chemical Consortium; and

WHEREAS, through Resolution No. 11532, the City Council authorized execution of an agreement with the lowest responsible, responsive bidder, Pur Water LLC; and

WHEREAS, on January 27, 2026, the City executed an agreement with Pur Water LLC for the supply of sodium hypochlorite; and

WHEREAS, on July 9, 2026, Pur Water LLC provided a thirty day written notice of termination of the agreement; and

WHEREAS, Univar Solutions USA LLC, who also participated in the competitive bid process, agreed to honor prices quoted for the remainder of Fiscal Year 2026-27; and

WHEREAS, staff recommend executing an agreement with Univar Solutions USA LLC. for a total not-to-exceed amount of $520,000 for the supply of sodium hypochlorite to the Water Treatment Plant and the Aquatic Center for the remainder of Fiscal Year 2026-27; and

WHEREAS, sufficient funds are budgeted and available in the FY 2026-27 Water Operating Fund (Fund 520); and

WHEREAS, sufficient funds are budgeted and available in the FY 2026-27 General Fund (Fund 010); 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 Univar Solutions USA LLC for $520,000 with $410,000 funded from the Water Operating Fund (Fund 520) for the Supply of Sodium Hypochlorite for the Water Treatment Plant and $110,000 funded from the General Fund

(Fund 010) for the Supply of Sodium Hypochlorite for the Steve Miklos Aquatic Center.

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

Memo

CITY OF FOLSOM

To: Christa Freemantle, City Clerk

From: Kelly Gonzalez, Parks and Recreation Director
Marcus Yasutake, Utilities Director

Date: June 9, 2026

Subject: **Emergency Procurement Waiver of Bid – Sodium Hypochlorite 12.5% the City of Folsom Water Treatment Plant and the Steve Miklos Aquatic Center**

This shall serve as a "Waiver of Bid Notification" for Emergency Procurement for the purchase of Sodium Hypochlorite 12.5% in bulk for the purpose of producing potable water at the City of Folsom Water Treatment Plant and for disinfection of pools at the Steve Miklos Aquatic Center, as required by Section 2.36.150 of the Folsom Municipal Code.

Sodium Hypochlorite is an essential chemical used at the City of Folsom Water Treatment Plant for the process of providing potable water in accordance with California Department of Public Health's drinking water standards.

Sodium Hypochlorite is also an integral component for maintaining a safe facility for community recreation at the Steve Miklos Aquatic Center, where it is used as a sanitizer to keep the pools free from disease-causing microorganisms.

In January 2026, following completion of a Request for Bids process, the city executed an agreement with Pur Water, LLC for the purchase of Sodium Hypochlorite for use at the Water Treatment Plant and at the Steve Miklos Aquatic Center. After receipt of several successful deliveries of the chemical from Pur Water LLC, on May 21, 2026, the city received notice from Pur Water LLC that, due to supply disruption, they could not "presently commit to deliveries beyond currently confirmed product. A week later, the City received a "preliminary notice that Pur Water LLC may need to formally terminate the agreement". The reason provided was "temporary supplier allocation constraints beyond our control" and consequent "uncertainty regarding future product availability". The emails are included as attachments 1 and 2.

246-2026-001

Memo

CITY OF FOLSOM

Due to the critical need for Sodium Hypochlorite at both facilities, and in consultation with the City Attorney's office, Water Treatment and Aquatic Center staff reached out to alternate vendors to guarantee deliveries of the chemical were received during the following weeks. Vendors contacted during this period were:

- Lincoln Aquatics, owned by PoolCorp
- Univar Solutions, LLC
- HASA Inc.

On June 1, 2026, the city received further communication from PurWater, LLC (Attachment 3) providing an update that they were "fully operational" and "currently fulfilling deliveries as scheduled".

The summer months are significant for chemical supply for both the Water Treatment Plant and the Aquatic Center, as higher temperatures increase the need for Sodium Hypochlorite to maintain safety standards for both the potable water supply and the recreation facility. With the experience of the past month, Water Treatment and Aquatic Center staff do not have confidence in PurWater LLC as a reliable supplier of this essential chemical, especially during this critical period.

Under advice of the City Attorney's office, the departments will terminate the current agreement with PurWater, LLC, and issue a new Request for Bids. The Request for Bids for the current agreement with PurWater LLC solicited combined bids for supply of chemicals to the two facilities. The new Request for Bids will invite separate bids for supply to the Aquatic Center and the Water Treatment Plant. It is hoped that this will generate bids from more vendors, and better prices.

Folsom Municipal Code Section 2.36.150 allows the city manager to authorize emergency procurement of supplies when there exists a threat to public health, welfare or safety. The Departments request approval of this Emergency Waiver of Bid to authorize the purchase of Sodium Hypochlorite from various vendors for a period of six months, to allow time for completion of the new Request for Bids. Approved vendors for this waiver are

- Lincoln Aquatics, owned by PoolCorp
- Univar Solutions, LLC
- HASA Inc.
- PurWater LLC.

Memo

CITY OF FOLSOM

Both the Utilities and the Parks and Recreation Departments have funds approved and available in the budget in Fiscal Year 2025-26, and identified in the FY 2026-27 budget for the purchase of sodium hypochlorite.

Bryan Whitemyer, City Manager — Date: 8/25/26

Marcus Yasutake, Utilities Director — Date: 6/18/2026

Kelly Gonzalez, Parks and Recreation Director — Date: 6/18/26

Stacey Tamagni, Finance Director — Date: 6/22/26

Sari Dierking, Interim City Attorney — Date: 6/23/26

cc: City Clerk, Original
City Manager
Chron File

Attachments

1. PurWater email dated 5/21/2026
2. PurWater email dated 5/27/2026
3. PurWater email dated 6/1/2026

Emma Atkinson

From: Jesse Kerr <Jkerr@purwaterllc.com>
Sent: Thursday, May 21, 2026 9:23 AM
To: Bryson Pearson; Cillian Spain; Emma Atkinson; Todd Morine
Subject: Notice Regarding Sodium Hypochlorite Supply Availability

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

We are writing to notify you of a significant sodium hypochlorite supply disruption affecting Pur Water's ability to obtain product for future deliveries.

Our currently scheduled deliveries this week remain supported by confirmed product. However, as of today, we do not have any additional sodium hypochlorite loads confirmed beyond those deliveries. Despite extensive efforts, we have not yet secured replacement supply sufficient to support future orders. As a result, Pur Water cannot presently commit to deliveries beyond currently confirmed product.

Because of this uncertainty, we believe it is important to provide advance notice so your team can evaluate contingency plans and alternative supply options if necessary. We would rather communicate this situation now than wait until product availability becomes critical.

Pur Water continues to actively pursue additional supply sources and explore every available option to restore product availability. If replacement supply is secured, we will notify you immediately.

We understand the seriousness of this situation and sincerely appreciate your understanding while we work through these supply challenges.

Sincerely,

--

Jesse Kerr
C: 530-949-8224
O: 707-430-0121
www.purwaterllc.com

Emma Atkinson

From: Jesse Kerr <Jkerr@purwaterllc.com>
Sent: Wednesday, May 27, 2026 11:03 AM
To: Bryson Pearson; Cillian Spain; Emma Atkinson; Todd Morine
Subject: Notice Regarding Sodium Hypochlorite Supply

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

I wanted to provide an update regarding sodium hypochlorite supply for the City of Folsom. Due to temporary supplier allocation constraints beyond our control, we are currently experiencing uncertainty regarding future product availability.

We are actively working with multiple suppliers to resolve the situation and restore stable supply as quickly as possible. In the meantime, we wanted to provide advance notice so the City has adequate time to evaluate contingency options if necessary.

At this time, we will continue supporting scheduled deliveries as product availability allows. However, if these supply constraints continue unresolved, this email should serve as preliminary notice that Pur Water LLC may need to formally terminate the agreement pursuant to the agreement's 30-day termination provision.

We sincerely appreciate the opportunity to work with the City and will continue providing updates as developments occur.

Thank you,

--

Jesse Kerr
C: 530-949-8224
O: 707-430-0121
www.purwaterllc.com

Emma Atkinson

From: Jesse Kerr <Jkerr@purwaterllc.com>
Sent: Monday, June 1, 2026 3:43 PM
To: Bryson Pearson; Cillian Spain; Emma Atkinson
Subject: Pur Water Operational Status Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I wanted to provide a quick update that Pur Water is fully operational and able to support deliveries at this time.

We appreciate your patience during the recent supply disruptions affecting portions of the sodium hypochlorite market. We have secured supply and are currently fulfilling deliveries as scheduled.

If you anticipate any upcoming product needs, please let us know and we will coordinate accordingly.

Thank you, and we appreciate the opportunity to continue serving your facility.

Thank you,

--

Jesse Kerr
C: 530-949-8224
O: 707-430-0121
www.purwaterllc.com

Attachment 3

Emma Atkinson

From: Jesse Kerr <Jkerr@purwaterllc.com>
Sent: Thursday, July 9, 2026 6:05 PM
To: Emma Atkinson; Marcus Yasutake
Cc: Bryson Pearson; Todd Morine
Subject: 30-Day Notice of Termination – Purchase Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

Pursuant to Section 17 of the Purchase Agreement between the City of Folsom and Pur Water LLC, this email serves as Pur Water LLC's thirty (30) day written notice of termination of the Agreement. Accordingly, the Agreement will terminate thirty (30) days from the date of this notice, in accordance with its terms.

This decision was not made lightly. Since the Agreement was awarded, market conditions and our cost to procure and deliver sodium hypochlorite have changed significantly. Despite our efforts to continue supporting the City, we are no longer able to provide the product under the current contract terms in an economically sustainable manner.

During the thirty (30) day notice period, Pur Water LLC will continue to fulfill its obligations under the Agreement and work with the City to facilitate an orderly transition.

We sincerely appreciate the opportunity to have served the City of Folsom and thank you for your professionalism throughout our working relationship.

Please let me know if you would like to discuss a transition plan.

--

Jesse Kerr
C: 530-949-8224
O: 707-430-0121
www.purwaterllc.com

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No. 11703 - A Resolution Authorizing the City Manager to Execute a Reimbursement Agreement in an amount Not to Exceed $360,000 with Vintage at Folsom, LP, and Appropriation of Funds from Road Maintenance and Rehabilitation Fund (Fund 235) in the amount of $360,000 for supplemental paving as part of the Vintage Senior Apartments Project
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11703 - A Resolution Authorizing the City Manager to Execute a Reimbursement Agreement in an amount Not to Exceed $360,000 with Vintage at Folsom, LP, and Appropriation of Funds from Road Maintenance and Rehabilitation Fund (Fund 235) in the amount of $360,000 for supplemental paving as part of the Vintage Senior Apartments Project.

BACKGROUND / ISSUE

On January 18, 2023, the Planning Commission considered a request for approval of a Conditional Use Permit, Planned Development Permit, and Density Bonus for the development of a 136-unit senior (55+) affordable apartment community (Vintage Senior Apartments) on a 4.86-acre site located at 103 East Natoma Street (PN 21-159). The project was appealed and then later approved by the City Council on March 28, 2023, with minor modifications to the Conditions of Approval.

As part of the Approved Conditions of Approval, Condition 24 states the following: "*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*." Construction for the project began in 2025 and included site grading, frontage improvements, and connection to the City's waterline. The City Standards

require pavement restoration in accordance with Section 2.5 Restoration of Surfaces, which includes a grind and overlay of the affected travel lanes up to the centerline of the road. Upon a site walk with the City's Construction Management team, it was discovered that there is significant public benefit to including additional paving on Natoma Street from the bridge to the western connection of Cimmaron Circle, including the intersection of Prison Road and Natoma Street. For this reason, staff requested a quote to expand the paving limits to include the remaining balance of the road, thus resulting in repaving both directions of travel and intersection improvements. Since this request is beyond the standard requirements, the additional paving cost is to be included in a reimbursement agreement per Condition 24 of the project.

POLICY / RULE

City policy requires all agreements affecting real property be approved by the City Council, inclusive of reimbursement agreements.

ANALYSIS

Staff has been working with the project owner, ACG Builds, and has agreed to the limits of project paving and limits of additional city paving, as shown in Attachment B to this report. The estimated cost for this work is $330,000. Staff has identified available funds in the Road Maintenance and Rehabilitation Fund (Fund 235) and is requesting an appropriation in the amount of $360,000, which represents the estimated cost plus approximately 10% contingency for unforeseen subgrade items (repairs and dig outs) that may need to be addressed as the work commences. Because this project is an affordable housing project under strict state requirements and the owner of the project is also the contractor, this project has already met the requirements under public contract code, including prevailing wage, and it is considered self-performing work, allowing the use of public funds on the project.

FINANCIAL IMPACT

If approved, the reimbursement agreement with Vantage at Folsom LP would be in the amount of $330,000 and include a contingency amount of $30,000 funded from the Road Maintenance and Rehabilitation Fund (Fund 235) for a total not-to-exceed amount of $360,000. An appropriation in the amount of $360,000 in the Road Maintenance and Rehabilitation Fund (Fund 235) is required for the agreement. Sufficient funds are available in the Road Maintenance and Rehabilitation Fund (Fund 235) to cover the cost of the agreement.

ENVIRONMENTAL REVIEW

The project has completed environmental review as part of the entitlement process (PN 21-159), and this additional work is within the approved scope.

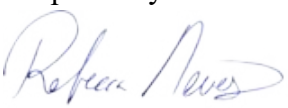
ATTACHMENTS

1. Resolution No. 11703 – A Resolution Authorizing the City Manager to Execute a Reimbursement Agreement in an amount Not to Exceed $360,000 with Vintage at Folsom,

LP, and Appropriation of Funds from Road Maintenance and Rehabilitation Fund (Fund 235) in the amount of $360,000 for supplemental paving as part of the Vintage Senior Apartments Project

2. Paving Scope Exhibit

Respectfully Submitted,



Rebecca Neves, P.E.
Public Works Director/City Engineer

ATTACHMENT 1

Resolution No. 11703 - A Resolution Authorizing the City Manager to Execute a Reimbursement Agreement in an amount Not to Exceed $360,000 with Vintage at Folsom, LP, and Appropriation of Funds from Road Maintenance and Rehabilitation Fund (Fund 235) in the amount of $360,000 for supplemental paving as part of the Vintage Senior Apartments Project

RESOLUTION NO. 11703

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT IN AN AMOUNT NOT TO EXCEED $360,000 WITH VINTAGE AT FOLSOM, LP, AND APPROPRIATION OF FUNDS FROM THE ROAD MAINTENANCE AND REHABILITATION ACT FUND (FUND 235) IN THE AMOUNT OF $360,000 FOR SUPPLEMENTAL PAVING AS PART OF THE VINTAGE SENIOR APARTMENTS PROJECT

WHEREAS, on January 18, 2023, the Planning Commission considered a request for approval of a Conditional Use Permit, Planned Development Permit, and Density Bonus for the development of a 136-unit senior (55+) affordable apartment community (Vintage Senior Apartments) on a 4.86-acre site located at 103 East Natoma Street (PN 21-159); and

WHEREAS, the project was appealed and then later approved by the City Council on March 28, 2023, with minor modifications to the Conditions of Approval; and

WHEREAS, per Approved Condition 24 for the project allows the City to enter into a reimbursement agreement when additional public improvements are requested beyond project conditions and requirements of the City Standards; and

WHEREAS, the agreement with Vintage at Folsom, LP would be in the amount of $330,000 and include a contingency amount of $30,000 funded from the Road Maintenance and Rehabilitation Fund (Fund 235) for a total not-to-exceed amount of $360,000; and

WHEREAS, an appropriation of funds in the amount of $360,000 is required for the agreement in the Road Maintenance and Rehabilitation Fund (Fund 235); and

WHEREAS, sufficient funds are available in the Road Maintenance and Rehabilitation Fund (Fund 235) for the 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 a Reimbursement Agreement with Vintage at Folsom, LP, in the amount of $330,000, including a contingency amount of $30,000 for a total not-to-exceed amount of $360,000 funded in the Road Maintenance and Rehabilitation Fund (Fund 235).

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate $360,000 for this agreement in the Road Maintenance and Rehabilitation Fund (Fund 235).

PASSED AND ADOPTED this 8th day of September, 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Justin Raithel, MAYOR

ATTEST:

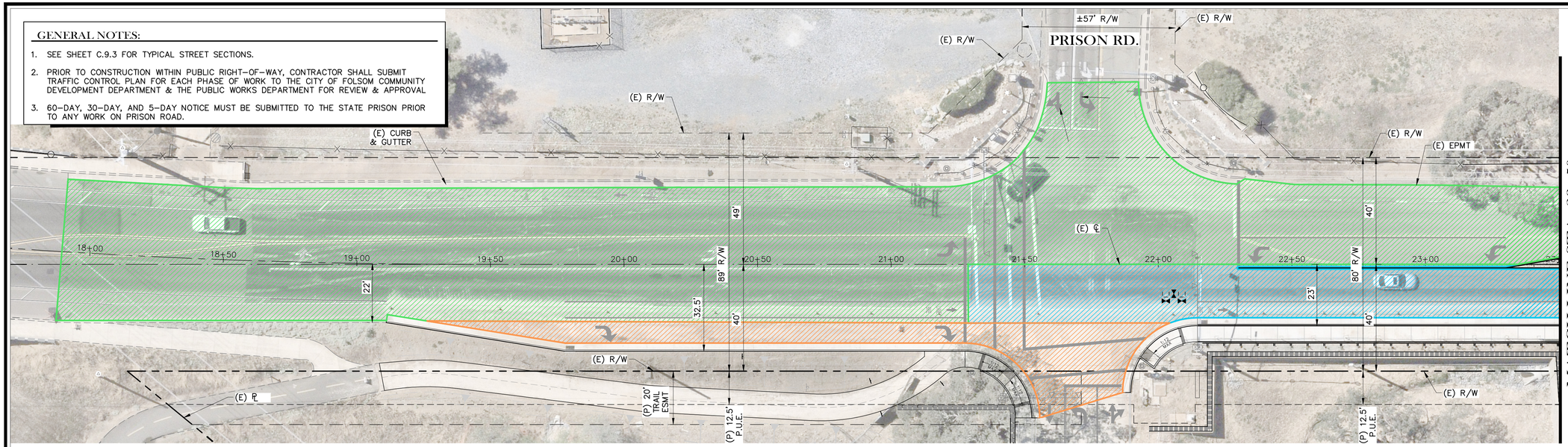
Christa Freemantle, CITY CLERK

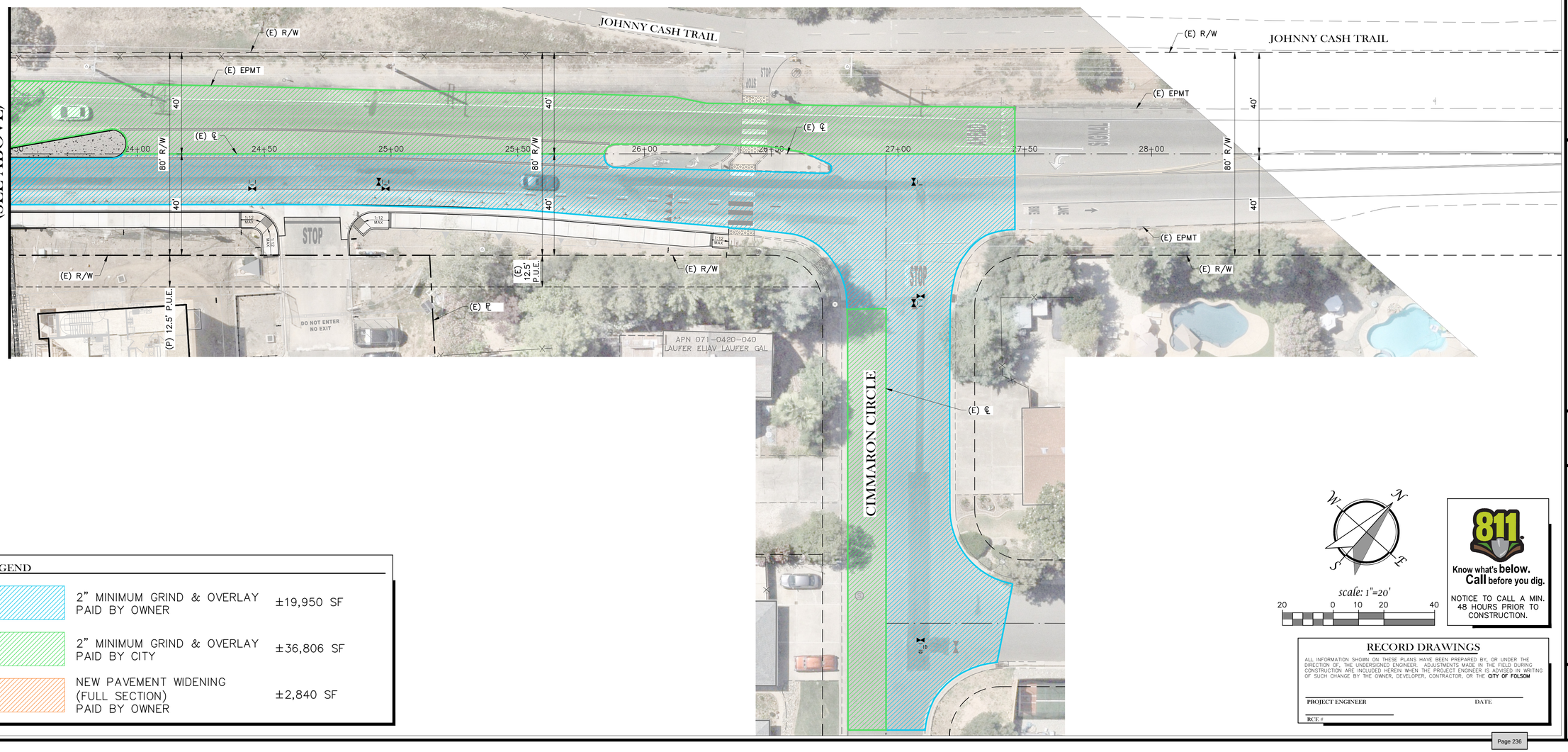
ATTACHMENT 2

Paving Scope Exhibit

GENERAL NOTES:

1. SEE SHEET C.9.3 FOR TYPICAL STREET SECTIONS.
2. PRIOR TO CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN FOR EACH PHASE OF WORK TO THE CITY OF FOLSOM COMMUNITY DEVELOPMENT DEPARTMENT & THE PUBLIC WORKS DEPARTMENT FOR REVIEW & APPROVAL
3. 60-DAY, 30-DAY, AND 5-DAY NOTICE MUST BE SUBMITTED TO THE STATE PRISON PRIOR TO ANY WORK ON PRISON ROAD.





LEGEND

	2" MINIMUM GRIND & OVERLAY PAID BY OWNER	±19,950 SF
	2" MINIMUM GRIND & OVERLAY PAID BY CITY	±36,806 SF
	NEW PAVEMENT WIDENING (FULL SECTION) PAID BY OWNER	±2,840 SF

CITY ELECTRONIC APPROVAL

REGISTERED PROFESSIONAL ENGINEER — CHRISTS SCRUTTON — No. 59220 Exp. 6-30-27 — CIVIL — STATE OF CALIFORNIA

1/17/2025

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

REVISIONS

SYMBOL	DATE	DESCRIPTION	AGENCY APPROVE BY	AGENCY APPROVE DATE	TSD APPROVED BY	TSD APPROVED DATE
1	5/07/25	12" WATER MAIN – E. NATOMA ST.			CJS	5/07/25
		PG&E ADJUST RETAINING WALL				
2	10/1/25	12" WATER MAIN – WAIVER			CJS	10/01/25
3	2/3/26	RECORD DRAWING – PUBLIC WATER			CJS	2/03/26

DESIGNED BY: DJM
DRAWN BY: DJM
CHECKED BY: CJS
DATE: 1/17/25

VINTAGE AT FOLSOM
103 EAST NATOMA STREET
AT FOLSOM PRISON ROAD
SITE IMPROVEMENT PLANS
E NATOME & CIMMARON
PAVING PLAN
CITY OF FOLSOM CA

SHEET
C14.0
__ OF 59 SHEETS

scale: 1"=20'
20 0 10 20 40

811 Know what's below. Call before you dig.
NOTICE TO CALL A MIN. 48 HOURS PRIOR TO CONSTRUCTION.

RECORD DRAWINGS

ALL INFORMATION SHOWN ON THESE PLANS HAVE BEEN PREPARED BY, OR UNDER THE DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN WHEN THE PROJECT ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE BY THE OWNER, DEVELOPER, CONTRACTOR, OR THE CITY OF FOLSOM

PROJECT ENGINEER _____ DATE _____

RCE # _____

P:\Projects\401-002\02 DWG\C- Civil\IMPROVMSA C14.0 E Natoma Paving Plan.dwg, Dana Moore, 1/17/2025 - 17:36:09, 08-20-26

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11706 – A Resolution Authorizing the City Manager to Execute an Agreement with Affordable Quality Painting Inc. in the Amount of $200,000 for the City Hall Campus Exterior Painting Project and Add Alternates from the Facility Rehabilitation Fund (Fund 602)
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council approve Resolution No. 11706 – A Resolution Authorizing the City Manager to Execute an Agreement with Affordable Quality Painting Inc. in the Amount of $200,000 for the City Hall Campus Exterior Painting Project and Add Alternates from the Facility Rehabilitation Fund (Fund 602).

BACKGROUND / ISSUE

The City of Folsom maintains numerous municipal facilities to support public operations and community services. Routine exterior painting and surface sealing are essential maintenance practices that protect municipal structures from weather exposure, UV degradation, and moisture intrusion, thereby preventing costly substrate repairs.

Over time, weather and UV exposure have caused significant fading, peeling, and surface wear across the City Hall campus buildings. Most of these facilities date to 1992 and retain their original exterior paint, which has far exceeded its useful life. Comprehensive preparation, repair, and repainting are now required. The only exception is the Senior Center at 48 Natoma Street, which was repainted in 2023. Additionally, Fire Stations 35 and 37 and the Parks Maintenance Shop require exterior repainting.

On June 25, 2026, the Parks & Recreation Department solicited qualifications and proposals on PublicPurchase.com. Following bid reviews, staff identified a discrepancy in the solicitation documents prior to award. Consequently, City Council approved a resolution on August 11 to

reject all bids and re-advertise the project. Staff re-solicited bids on August 12 and held a bid opening on August 28, which yielded a similar turnout and slightly lower overall pricing.

The colors selected for the City Hall Campus by an internal selection committee consist of Dover White for the body and Baked Cookie for the trim.





POLICY / RULE

In accordance with Chapter 2.36.120 of the Folsom Municipal Code, contracts for supplies, equipment, services, and construction with an estimated value of $77,426 or greater shall be awarded by the City Council.

ANALYSIS

On August 12, 2026, staff released a formal Notice Inviting Bids for exterior painting across the following four designated facilities:

- City Hall
- Community Center
- Police Department Headquarters
- Public Library

Additionally, the bid package identified the following facilities as Bid Alternates, to be awarded based upon available funding:

- Fire Station 35
- Fire Station 37
- Parks Maintenance Shop

On August 28, 2026, eight bids were submitted to the City Clerk. Parks and Recreation Department staff publicly opened and read the proposals in compliance with the Public Contract Code. All eight submissions were determined to be responsive bids from responsible contractors:

Firm	Base Bid Price	Add Alternates	Total Bid Price
Affordable Quality Painting Inc.	$167,200	$32,800	$200,000
Primal Paint Inc.	$222,000	$60,734	$282,734
Anchor Singh Painting Inc.	$225,000	$108,000	$333,000
Diamond Painting Co.	$232,000	$31,000	$263,000
Color New Corp	$238,000	$52,000	$290,000
Perfection Painting Corp	$248,000	$155,000	$403,000
Satellite Painting Inc.	$296,000	$70,000	$366,000
CMA Painting Inc.	$385,000	$115,000	$500,000

The scope of work includes:

- Surface preparation and substrate repair
- Caulking and sealing joints
- Full primer application and two coats of commercial exterior paint
- Scheduling and phased access coordination to prevent disruption to public services, library patrons, community events, and 24/7 police operations

Affordable Painting provided a price of an additional $32,000 to complete the three add alternates, for a total project bid of $200,000 inclusive of the base bid and all bid alternates. Staff recommends proceeding with contract award to Affordable Painting for the base bid and add alternates 1, 2 and 3. Should City Council approve this contract, staff will use the City's standard Construction Agreement in a form acceptable to the City Attorney.

FINANCIAL IMPACT

The contract with Affordable Painting would be authorized for $200,000, with a 10% contingency amount of $20,000 for a total not-to-exceed amount of $220,000 funded through the Facility Rehabilitation Fund (Fund 602) using American Rescue Plan Act (ARPA) grant proceeds. Sufficient funds are budgeted and available in the Facility Rehabilitation Fund (Fund 602) to cover the cost of the agreement.

ENVIRONMENTAL REVIEW

This project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) Guidelines Section 15301- Existing Facilities. None of the exceptions to use of the categorical exemption apply in this case.

ATTACHMENT

1. Resolution No. 11706 – A Resolution Authorizing the City Manager to Execute an Agreement with Affordable Painting in the Amount of $200,000 for the City Hall Campus Exterior Painting Project and Add Alternates from the Facility Rehabilitation Fund (Fund 602)

Submitted,

Kelly Gonzalez
Parks & Recreation Director

Attachment 1

RESOLUTION NO. 11706

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AFFORDABLE QUALITY PAINTING INC. IN THE AMOUNT OF $200,000 FOR THE CITY HALL CAMPUS EXTERIOR PAINTING PROJECT AND ADD ALTERNATES FROM THE FACILITY REHABILITATION FUND (FUND 602)

WHEREAS, the City of Folsom maintains municipal facilities including City Hall, the Public Library, the Police Department Station, and the Community Center, and routine exterior painting is necessary to protect these public assets from weather exposure, ultraviolet degradation, and moisture intrusion; and

WHEREAS, the existing exterior paint on these facilities is original to the buildings, most of which were constructed in 1992, and have deteriorated due to normal aging and weathering; and

WHEREAS, on August 12, 2026 the City issued a construction advertisement and formal solicitation of bids and on August 28, 2026 received eight (8) responsive bids for the project; and

WHEREAS, Affordable Quality Painting Inc. is a responsible bidder that submitted the lowest responsive bid in the amount of $200,000 for the base bid plus all bid alternates; and

WHEREAS, the contract with Affordable Quality Painting Inc. would be authorized for $200,000 with a 10% contingency amount of $20,000 for a total not-to-exceed amount of $220,000 funded through the Facility Rehabilitation Fund (Fund 602) using American Rescue Plan Act (ARPA) grant proceeds ; and

WHEREAS, sufficient funds are budgeted and available in the Facility Rehabilitation Fund (Fund 602) to cover 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 authorizes the City Manager to execute an agreement with Affordable Painting in the amount of $200,000, with the project budgeted to include a 10% contingency in the amount of $20,000 for potential change orders, for a total not-to-exceed amount of $220,000 for the City Hall Campus Exterior Painting Project and Add Alternates.

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No.11707– A Resolution Rescinding Resolution No. 8990 and Adopting a Revised Policy Governing the Receipt and Distribution of Tickets and/or Passes
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

City staff recommend that the Council adopt Resolution No. 11707– A Resolution Rescinding Resolution No. 8990 and Adopting a Revised Policy Governing the Receipt and Distribution of Tickets and/or Passes.

BACKGROUND / ISSUE

Regulations promulgated by the Fair Political Practices Commission (FPPC) govern the receipt and distribution of tickets or passes to events that are provided to public officials. Consistent with these regulations, the City has a policy describing the process for distributing such tickets and defining the public purposes for which the tickets may be distributed. The applicable FPPC regulation has been amended several times in recent years and as a result the City's Policy Governing Receipt and Distribution of Tickets and/or Passes is due for an update.

POLICY / RULE

FPPC Regulation 18944.1 (2 California Code of Regulations section 18944.1) exempts agency provided tickets or passes from the Political Reform Act's rules on gifts when specified criteria are met. One of the criteria is adoption of a policy governing the distribution of such tickets or passes by the public agency's legislative body. The policy must set forth the public purposes for which tickets may be distributed and used and must prohibit the disproportionate use of tickets or passes by individual public officials, in addition to other requirements.

The policy must be maintained as a public record and must be posted on the City website. The City must notify the FPPC of this amendment within 30 days of adoption and must provide a link to the policy to be posted on the FPPC's website.

ANALYSIS

Based on amendments to the governing FPPC regulation, updates to the City of Folsom's Policy Governing the Receipt and Distribution of Tickets and/or Passes are needed. The proposed revisions do not change the fundamentals of the policy but include updates based on technical amendments to the applicable FPPC regulation.

FINANCIAL IMPACT

The proposed policy amendment will have no impact on the City budget.

ENVIRONMENTAL REVIEW

The proposed policy amendment is not a project for purposes of CEQA. If for any reason the proposed policy amendment is considered a project for purposes of CEQA, it is not subject to environmental review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed policy amendment may have a significant effect on the environment.

ATTACHMENTS

1. Resolution No. 11707- A Resolution Rescinding Resolution No. 8990 and Adopting a Revised Policy Governing the Receipt and Distribution of Tickets and/or Passes

2. Resolution No. 8990

3. Redline showing proposed revisions to the Policy Governing the Receipt and Distribution of Tickets and/or Passes

Respectfully Submitted,

Sari Myers Dierking
City Attorney

Attachment 1

RESOLUTION NO.11707

A RESOLUTION RESCINDING RESOLUTION NO. 8990 AND ADOPTING A REVISED POLICY GOVERNING THE RECEIPT AND DISTRIBUTION OF TICKETS AND/OR PASSES

WHEREAS, the Fair Political Practices Commission ("FPPC") codified Section 18944.1 of Title 2 of the California Code of Regulations relating to tickets and/or passes provided to the City; and

WHEREAS, the FPPC regulation requires that the receipt and distribution of such tickets be governed by a written policy that sets forth the permissible use of covered tickets for public purposes; and

WHEREAS, the City adopted Resolution No. 8990 in accordance with FPPC Regulation 18944.1 to establish a policy governing the receipt and distribution of tickets and/or passes provided to the City; and

WHEREAS, the FPPC amended Section 18944.1 of Title 2 of the California Code of Regulations relating to tickets and/or passes to events distributed to public officials; and

WHEREAS, the City Council desires to update the policy governing receipt and distribution of tickets and/or passes provided to the City pursuant to Regulation 18944.1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby finds, determines and declares as follows:

A. From time to time, the City may receive tickets or passes to various facilities, events or performances or shows from third party sources, both public and private, which the City may distribute to various persons including City employees and officials; and

B. The Fair Political Practices Commission ("FPPC") has promulgated regulations regarding when disclosure of receipt of these tickets as gifts may be required for those City officials deemed to be who file annual Statements of Economic Interest ("Form 700") under the City's Conflict of Interest Code; and

C. FPPC Regulation 18944.1 permits covered tickets to be distributed to these City officials without being treated as gifts on Form 700 if the City distributes these tickets in accordance with a duly adopted written policy consistent with Regulation 18944.1; and

D. The FPPC has clearly stated that it recognizes the discretion of the City Council to determine whether the distribution of such tickets serves a legitimate public purpose of the City.

BE IT FURTHER RESOLVED, that the City Council of the City of Folsom hereby adopts a revised Policy Governing the Receipt and Distribution of Tickets and/or Passes in the form attached hereto as "Attachment A" and incorporated herein by this reference.

PASSED AND ADOPTED this 8th day of September, 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment A

Policy Governing the Receipt and Distribution of Tickets and/or Passes

The following standards shall apply to the distribution by the City of tickets and/or passes for admission to a facility, event, show, or performance for entertainment, amusement, recreation, or similar purposes as defined by FPPC Regulation Section 18944.1.

A. Definitions.

1. "Designated Official" shall mean a City public official required by the City's Conflict of Interest Code, as may be amended from time to time, to file a Statement of Economic interest.

2. “Ticket” shall mean a ticket and/or pass for admission to a facility, event, show, or performance for entertainment, amusement, recreation, or similar purposes (as defined by FPPC Regulation 18944.1, as amended and interpreted from time to time) that is obtained by the City, a) from an outside source, b) acquired by the City pursuant to a contract for use of City owned property, c) for a City controlled event, or d) purchased by the City at fair market value. This definition shall not include a ticket to an event where there is no admission fee, or to civic, political, community, and/or cultural activities including, but not limited to, employee recognitions, and neighborhood events, unless expressly determined otherwise by the FPPC or judicial decision.

3. "Immediate Family" shall mean spouse and dependent children as set forth in Government Code Section 82029.

B. Purpose of Policy.

The purpose of this policy is to ensure that all Tickets provided to the City for potential distribution to Designated Officials shall be distributed in accordance with FPPC Regulation 18944.1.

C. Limitations.

1. This Policy shall only apply to the City's distribution of Tickets to, or at the behest of, a Designated Official.

2. Tickets provided to a Designated Official as part of their official duties, or tickets provided so that the Designated Official may perform a ceremonial role or function on behalf of the City, shall not be subject to this Policy. These tickets are exempt from any FPPC disclosure or reporting requirements.

3. This Policy does not apply to a Ticket received and taxable as income to the Designated Official. Such a Ticket is not a gift for purposes of FPPC

disclosure or reporting requirements.

4. This Policy does not apply to a Ticket for which the Designated Official reimburses the City within 30 days of receipt. Such a Ticket is not a gift for purposes of FPPC disclosure or reporting requirements.

5. This Policy does not apply to a Ticket that has been earmarked by an outside source for use by a specific Designated Official. Such a Ticket may be a gift for purposes of FPPC disclosure or reporting requirements.

D. Public purpose.

Tickets may only be distributed to, or at the behest of, a Designated Official for a public purpose. The City Council hereby finds and determines, in its sound discretion, that the City will accomplish one or more of the following public purposes through distribution of Tickets to Designated Officials, or provided to third persons at the behest of a Designated Official. The list is intended to be illustrative rather than exhaustive of the public purposes that may be served by Designated Officials' utilization of Tickets:

1. Economic, employment and business development on behalf of the City and businesses within the City, including conventions and conferences.

2. Promotion of City-controlled or sponsored events, activities, or programs, public facilities and resources.

3. Promotion of tourism within the City and the surrounding area.

4. Information gathering and education regarding matters of local, regional and statewide concern that affect the City, including enhancing intergovernmental relations through including attendance at events with or by elected and appointed officials from other jurisdictions.

5. Promoting or showing City appreciation for programs and services rendered by community and other nonprofit and charitable resources for the benefit of the community, including artistic and cultural organizations and institutions.

6. Promoting, encouraging and rewarding educational and athletic achievements by students and officials of local and regional educational institutions.

7. Promotion of City recognition, visibility, and/or profile on a local, state, national or worldwide scale including exchange programs with national and foreign officials and dignitaries.

8. Promotion of open government by Designated Official appearances, participation and/or availability at business or community events.

9. Promotion of City landmarks and/or community events.

10. Marketing promotions highlighting the achievement of local residents and businesses.

11. Promotion of intergovernmental relations, i.e., cooperation and coordination of resources between the City and other governmental agencies or entities within Sacramento County.

12. Attracting and retaining highly qualified employees in city Service.

13. Special recognition or reward of meritorious service by a City employee or for use in a City employee competition or drawing or to support general employee morale or retention.

14. Performance of a ceremonial or official function on behalf of the City, including the attendance of the Designated Official's Immediate Family.

15. Recognition of contributions made to the City by former City Council Members and City officials.

16. Promotion of special events in accordance with any City contract, including those contracts where the City as a form of consideration has required that a certain number of Tickets be made available for City use.

17. Events sponsored by the City where the City specifically seeks to enhance the City's reputation both locally and regionally by serving as hosts by providing the necessary opportunities to meet and greet visitors, dignitaries, public officials from neighboring jurisdictions, residents of the City, and their guests.

E. City Manager.

The City Council hereby delegates the authority to distribute all Tickets in accordance with this policy to the City Manager or his or her designee. In such case where the City Manager may use a Ticket, the City Council authorizes the City Attorney to determine whether the City Manager's use or distribution of tickets and/or passes is in accordance to the terms of this policy.

F. Return of Tickets.

Any Designated Official or the Designated Official's Immediate Family or guest may return any Ticket unused to the City for redistribution pursuant to this policy. Under no circumstances may either the Designated Official or the Designated Official's Immediate Family or guest sell or further transfer any Ticket provided under this policy.

G. Transfer Prohibition.

The transfer by any Designated Official of any Ticket distributed pursuant to the policy to any other person, except to members of the Designated Official's Immediate Family or no more than one guest, solely for their attendance at the event, is prohibited.

H. Policy Limited to Benefits Available to Members of the Public.

Pursuant to FPPC Regulation 18944.1(f), this policy applies only to Tickets and the benefits received from the Ticket(s) that are provided to all members of the public with the same class of Ticket.

I. Public Record and Website Posting.

This Policy shall be maintained as a public record and is subject to inspection and disclosure consistent with the Public Records Act and the Political Reform Act. This policy shall be prominently posted on the City's website.

J. Website Disclosure.

The distribution of any Ticket pursuant to this policy shall be prominently posted on the City website within 45 days after the Ticket distribution and shall include all of the information as required under FPPC Regulation 18944. l(d). Any such posting shall use FPPC Form 802 or such alternative form as may be approved or amended from time to time. Such posting shall be for a period of 30 days, unless a specific duration is otherwise provided for by FPPC regulation. The postings shall be maintained as public records and are subject to inspection and disclosure consistent with the Public Records Act and the Political Reform Act.

K. No Disproportionate Use.

The disproportionate use of Tickets by any Designated Official is prohibited.

Revision Summary:

- New Policy 5/8/12, Resolution No. 8990
- Revised 9/8/26, Resolution No. 11707

Attachment 2

RESOLUTION NO. 8990

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOLSOM ESTABLISHING A POLICY GOVERNING THE RECEIPT AND DISTRIBUTION OF TICKETS AND/OR PASSES

WHEREAS, the Fair Political Practices Commission ("FPPC") amended Section 18944.1 of the California Code of Regulations relating to tickets or passes to events distributed to public officials; and

WHEREAS, the FPPC regulation requires that the receipt and distribution of such tickets be governed by a written policy that sets forth the permissible use of covered tickets for public purposes.

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

Section 1. The City Council of the City of Folsom hereby finds, determines and declares as follows:

A. From time to time, the City may receive tickets or passes to various facilities, events or performances or shows from third party sources, both public and private, which the City may distribute to various persons including City employees and officials; and

B. The Fair Political Practices Commission ("FPPC") has promulgated regulations regarding when disclosure of receipt of these tickets as gifts may be required for those city officials deemed to be who file annual Statements of Economic Interest ("Form 700") under the City's Conflict of Interest Code; and

C. FPPC Regulation 18944.1 permits covered tickets to be distributed to these city officials without being treated as gifts on Form 700 if the City distributes these tickets in accordance with a duly adopted written policy consistent with Regulation 18944.1; and

D. The FPPC has clearly stated that it recognizes the discretion of the City Council to determine whether the distribution of such tickets serves a legitimate public purpose of the City.

Section 2. Policy Governing the Receipt and Distribution of Tickets and/or Passes.

The following standards shall apply to the distribution by the City of tickets and/or passes for admission to a facility, event, show, or performance for entertainment, amusement, recreation, or similar purposes as defined by FPPC Regulation Section 18944.1.

A. Definitions.

1. "Designated Official" shall mean a City public official required by the City's Conflict of Interest Code, as may be amended from time to time, to file a Statement of Economic interest.

2. "Ticket" shall mean a ticket and/or pass for admission to a facility, event, show, or performance for entertainment, amusement, recreation, or similar purposes (as defined by FPPC Regulation 18944.1, as amended and interpreted from time to time) that is obtained by the City, a) from an outside source, b) acquired by the City pursuant to a contract for use of City owned property, c) for a City controlled event, or d) purchased by the City at fair market value. This definition shall not include a ticket to an event where there is no admission fee, or to civic, political, community and/or cultural activities including, but not limited to, employee recognitions, neighborhood events, and state of the city addresses, unless expressly determined otherwise by the FPPC or judicial decision.

3. "Immediate Family" shall mean spouse and dependent children as set forth in Government Code Section 82029.

B. Purpose of Policy.

The purpose of this policy is to ensure that all Tickets provided to the City for potential distribution to designated officials shall be distributed in accordance with FPPC Regulation 18944.1.

C. Limitations.

1. This Policy shall only apply to the City's distribution of Tickets to, or at the behest of a Designated Official.

2. Tickets provided to a Designated Official as part of their official duties, or tickets provided so that the Designated Official may perform a ceremonial role or function on behalf of the City, shall not be subject to this Policy. These tickets are exempt from any FPPC disclosure or reporting requirements.

D. Public purpose.

The City Council hereby finds and determines, in its sound discretion that the City will accomplish one or more of the following public purposes through distribution of Tickets to Designated Officials, or provided to third persons at the behest of a Designated Official. The list is intended to be illustrative rather than exhaustive of the public purposes that may be served by Designated Officials utilization of Tickets:

1. Economic, employment and business development on behalf of the City and businesses within the City, including conventions and conferences.

2. Promotion of City-controlled or sponsored events, activities, or programs, public facilities and resources.

3. Promotion of tourism within the City and the surrounding area.

4. Information gathering and education regarding matters of local, regional and statewide concern that affect the City, including enhancing intergovernmental relations through including attendance at events with or by elected and appointed officials from other jurisdictions.

5. Promoting or showing City appreciation for programs and services rendered by community and other nonprofit and charitable resources for the benefit of the community, including artistic and cultural organizations and institutions.

6. Promoting, encouraging and rewarding educational and athletic achievements by students and officials of local and regional educational institutions.

7. Promotion of City recognition, visibility, and/or profile on a local, state, national or worldwide scale including exchange programs with national and foreign officials and dignitaries.

8. Promotion of open government by Designated Official appearances, participation and/or availability at business or community events.

9. Promotion of City landmarks and/or community events.

10. Marketing promotions highlighting the achievement of local residents and businesses.

11. Promotion of intergovernmental relations, i.e., cooperation and coordination of resources between the City and other governmental agencies or entities within Sacramento County.

12. Attracting and retaining highly qualified employees in city Service.

13. Special recognition or reward of meritorious service by a City employee or for use in a City employee competition or drawing.

14. Performance of a ceremonial or official function on behalf of the City, including the attendance of the Designated Official's Immediate Family.

15. Recognition of contributions made to the City by former City Council Members and City officials.

16. Promotion of special events in accordance with any City contract, including those contracts where the City as a form of consideration has required that a certain number of Tickets be made available for City use.

17. Events sponsored by the City where the City specifically seeks to enhance the City's reputation both locally and regionally by serving as hosts by providing the necessary opportunities to meet and greet visitors, dignitaries, public officials from neighboring jurisdictions, residents of the City, and their guests.

E. City Manager.

The City Council hereby delegates the authority to distribute all Tickets in accordance with this policy to the City Manager or his or her designee. In such case where the City Manager may use a Ticket, the City Council authorizes the City Attorney to determine whether the City Manager's use or distribution of tickets and/or passes is in accordance to the terms of this policy.

F. Return of Tickets.

Any Designated Official or the Designated Official's Immediate Family may return any Ticket unused to the City for redistribution pursuant to this policy. Under no circumstances may either the Designated Official or the Designated Officials' Immediate Family sell or further transfer any Ticket provided under this policy.

G. Transfer Prohibition.

The transfer by any Designated Official of any Ticket distributed pursuant to the policy to any other person, except to members of the Designated Official's Immediate Family for their personal use, is prohibited.

H. Policy Limited to Tickets.

Pursuant to FPPC Regulation 18944.1 (f), this policy applies only to Tickets and is not applicable to any other benefits received as a part of admission, such as food and beverages.

I. Website Posting.

This policy shall be prominently posted on the City's website.

J. Website Disclosure.

The distribution of any Ticket pursuant to this policy shall be prominently posted on the City website within 30 days after the ticket distribution and shall include all of the information as required under FPPC Regulation 18944.1(d). Any such posting shall use FPPC Form 802 or such alternative form as may be approved or amended from time to

time. Such posting shall be for a period of 30 days, unless a specific duration is otherwise provided for by FPPC regulation.

PASSED AND ADOPTED on this 8th day of May 2012, by the following roll-call vote:

AYES: Council Member(s): Morin, Sheldon, Starsky, Miklos, Howell

NOES: Council Member(s): None

ABSENT: Council Member(s): None

ABSTAIN: Council Member(s): None

Kerri M. Howell MAYOR

ATTEST:

Christa Saunders, CITY CLERK

Attachment 3

Policy Governing the Receipt and Distribution of Tickets and/or Passes.

The following standards shall apply to the distribution by the City of tickets and/or passes for admission to a facility, event, show, or performance for entertainment, amusement, recreation, or similar purposes as defined by FPPC Regulation Section 18944.1.

A. Definitions.

1. "Designated Official" shall mean a City public official required by the City's Conflict of Interest Code, as may be amended from time to time, to file a Statement of Economic interest.

2. “Ticket” shall mean a ticket and/or pass for admission to a facility, event, show, or performance for entertainment, amusement, recreation, or similar purposes (as defined by FPPC Regulation 18944.1, as amended and interpreted from time to time) that is obtained by the City, a) from an outside source, b) acquired by the City pursuant to a contract for use of City owned property, c) for a City controlled event, or d) purchased by the City at fair market value. This definition shall not include a ticket to an event where there is no admission fee, or to civic, political, community, and/or cultural activities including, but not limited to, employee recognitions, and neighborhood events, ~~and state of the city addresses,~~ unless expressly determined otherwise by the FPPC or judicial decision.

3. "Immediate Family" shall mean spouse and dependent children as set forth in Government Code Section 82029.

B. Purpose of Policy.

The purpose of this policy is to ensure that all Tickets provided to the City for potential distribution to Designated Officials shall be distributed in accordance with FPPC Regulation 18944.1.

C. Limitations.

1. This Policy shall only apply to the City's distribution of Tickets to, or at the behest of, a Designated Official.

2. Tickets provided to a Designated Official as part of their official duties, or tickets provided so that the Designated Official may perform a ceremonial role or function on behalf of the City, shall not be subject to this Policy. These tickets are exempt from any FPPC disclosure or reporting requirements.

3. This Policy does not apply to a Ticket received and taxable as income to the Designated Official. Such a Ticket is not a gift for purposes of FPPC disclosure or reporting requirements.

4. This Policy does not apply to a Ticket for which the Designated Official reimburses the City within 30 days of receipt. Such a Ticket is not a gift for purposes of FPPC disclosure or reporting requirements.

5. This Policy does not apply to a Ticket that has been earmarked by an outside source for use by a specific Designated Official. Such a Ticket may be a gift for purposes of FPPC disclosure or reporting requirements.

D. Public purpose.

Tickets may only be distributed to, or at the behest of, a Designated Official for a public purpose. The City Council hereby finds and determines, in its sound discretion, that the City will accomplish one or more of the following public purposes through distribution of Tickets to Designated Officials, or provided to third persons at the behest of a Designated Official. The list is intended to be illustrative rather than exhaustive of the public purposes that may be served by Designated Officials' utilization of Tickets:

l. Economic, employment and business development on behalf of the City and businesses within the City, including conventions and conferences.

2. Promotion of City-controlled or sponsored events, activities, or programs, public facilities and resources.

3. Promotion of tourism within the City and the surrounding area.

4. Information gathering and education regarding matters of local, regional and statewide concern that affect the City, including enhancing intergovernmental relations through including attendance at events with or by elected and appointed officials from other jurisdictions.

5. Promoting or showing City appreciation for programs and services rendered by community and other nonprofit and charitable resources for the benefit of the community, including artistic and cultural organizations and institutions.

6. Promoting, encouraging and rewarding educational and athletic achievements by students and officials of local and regional educational institutions.

7. Promotion of City recognition, visibility, and/or profile on a local, state, national or worldwide scale including exchange programs with national and foreign officials and dignitaries.

8. Promotion of open government by Designated Official appearances,

participation and/or availability at business or community events.

9. Promotion of City landmarks and/or community events.

10. Marketing promotions highlighting the achievement of local residents and businesses.

11. Promotion of intergovernmental relations, i.e., cooperation and coordination of resources between the City and other governmental agencies or entities within Sacramento County.

12. Attracting and retaining highly qualified employees in city Service.

13. Special recognition or reward of meritorious service by a City employee or for use in a City employee competition or drawing or to support general employee morale or retention.

14. Performance of a ceremonial or official function on behalf of the City, including the attendance of the Designated Official's Immediate Family.

15. Recognition of contributions made to the City by former City Council Members and City officials.

16. Promotion of special events in accordance with any City contract, including those contracts where the City as a form of consideration has required that a certain number of Tickets be made available for City use.

17. Events sponsored by the City where the City specifically seeks to enhance the City's reputation both locally and regionally by serving as hosts by providing the necessary opportunities to meet and greet visitors, dignitaries, public officials from neighboring jurisdictions, residents of the City, and their guests.

A. City Manager.

The City Council hereby delegates the authority to distribute all Tickets in accordance with this policy to the City Manager or his or her designee. In such case where the City Manager may use a Ticket, the City Council authorizes the City Attorney to determine whether the City Manager's use or distribution of tickets and/or passes is in accordance to the terms of this policy.

F. Return of Tickets.

Any Designated Official or the Designated Official's Immediate Family or guest may return any Ticket unused to the City for redistribution pursuant to this policy. Under no circumstances may either the Designated Official or the Designated Official's Immediate Family or guest sell or further transfer any Ticket provided under this

policy.

G. Transfer Prohibition.

The transfer by any Designated Official of any Ticket distributed pursuant to the policy to any other person, except to members of the Designated Official's Immediate Family or no more than one guest, solely for their ~~personal use~~ attendance at the event, is prohibited.

H. Policy Limited to ~~Tickets~~ Benefits Available to Members of the Public.

Pursuant to FPPC Regulation 18944.1(f), this policy applies only to Tickets and the benefits received from the Ticket(s) that are provided to all members of the public with the same class of Ticket ~~is not applicable to any other benefits received as a part of admission, such as food and beverages~~.

I. Public Record and Website Posting.

This Policy shall be maintained as a public record and is subject to inspection and disclosure consistent with the Public Records Act and the Political Reform Act. This policy shall be prominently posted on the City's website.

J. Website Disclosure.

The distribution of any Ticket pursuant to this policy shall be prominently posted on the City website within ~~30~~ 45days after the Ticket distribution and shall include all of the information as required under FPPC Regulation 18944. l(d). Any such posting shall use FPPC Form 802 or such alternative form as may be approved or amended from time to time. Such posting shall be for a period of 30 days, unless a specific duration is otherwise provided for by FPPC regulation. The postings shall be maintained as public records and are subject to inspection and disclosure consistent with the Public Records Act and the Political Reform Act.

K. No Disproportionate Use.

The disproportionate use of Tickets by any Designated Official is prohibited.

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11708 - A Resolution Authorizing the Addition of One Permanent Full-Time Administrative Assistant to the City Attorney's Office and Appropriation of Funds
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommend that the City Council approve Resolution No. 11708 authorizing the addition of one (1) permanent full-time Administrative Assistant to the City Attorney's Office, and authorize the associated budget adjustment to fund the position for the remainder of the current fiscal year, and ongoing.

BACKGROUND / ISSUE

In October 2025, the Legal Secretary position in the City Attorney's Office was eliminated through the layoff process, a decision made under prior departmental leadership. Since that time, the office has operated without dedicated administrative or clerical support staff.

Having most recently served as Assistant City Attorney, the current City Attorney has been aware of the department's administrative support needs, even before her appointment to her current position. It was not until she was appointed City Attorney in July 2026, and in a position to formally evaluate departmental staffing needs, that she was able to bring this request forward.

It has now been almost a year since the departure of the Legal Secretary, and the workload processed in the City Attorney's Office necessitates hiring a support position for the department.

The prior Legal Secretary position was structured around legal-specific clerical duties, such as legal document formatting, court filing procedures, and litigation support tasks. The current and anticipated needs of the office are broader in scope and are more accurately characterized

as general administrative support, including calendar management, correspondence, records maintenance, and general office support for the City Attorney's Office.

Furthermore, the incumbent hired into this role will also provide front-counter coverage and customer service for the City Manager's Office and Mayor's Office, including greeting visitors, fielding inquiries, and assisting with scheduling and correspondence – duties that fall outside the traditional Legal Secretary function and reflect a broader administrative scope.

Because the scope of duties has shifted away from the legal-specific functions, staff is requesting the addition of an Administrative Assistant position rather than reinstatement of the previously eliminated position.

POLICY / RULE

As this position was not included in the City's adopted FY 27 Position Allocation, Council approval is required to establish the position and authorize the associated supplemental appropriation, per the Folsom Municipal Code Section 3.02.030(H).

ANALYSIS

The first-year total compensation for this position at Step 1 is $136,114. Below is the applicable salary range, along with a detailed breakdown of the salary and benefits.

Admin Asst (Confidential)	
Range	W50
Salary	Annual
Step 1	72,032.69
Step 2	74,193.67
Step 3	76,419.48
Step 4	78,712.06
Step 5	81,073.42
Step 6	83,505.62
Step 7	86,010.80
Step 8	88,591.12
Step 9	91,248.86

Salary	$	72,033	Range W50, Step 1
Benefits	$	36,142	PERS
	$	18,500	Benefits
	$	5,511	FICA
	$	1,801	Def Comp
	$	1,080	Annual Leave
	$	600	Retiree Health
	$	447	Workers' Comp
TOTAL	**$**		**136,114**

FINANCIAL IMPACT

If authorized, the addition of one permanent full-time Administrative Assistant position in the City Attorney's Office would be in the amount of $136,114 for salary and benefits funded through the General Fund (Fund 010) for Fiscal Year 2026-27. The proposed position would increase the City Attorney's Office staffing level from three to four full-time positions and increase the City's overall full-time position count from 501 to 502 full-time positions.

An appropriation in the amount of $136,114 in the General Fund (Fund 010) is required to fund the position for Fiscal Year 2026-27. The ongoing costs associated with the position would continue into future Fiscal Years and be incorporated into subsequent annual operating budget submissions. Future cost increases would be subject to the salary and benefits adjustments applicable to the Non-Exempt Confidential/Unrepresented bargaining unit.

ATTACHMENTS

- Resolution No. 11708 - A Resolution Authorizing the Addition of One Permanent Full-Time Administrative Assistant to the City Attorney's Office and Appropriation of Funds
- Job Description – Administrative Assistant (Confidential)

Submitted,

_____

Sari Dierking, City Attorney

Attachment 1

RESOLUTION NO. 11708

A RESOLUTION AUTHORIZING THE ADDITION OF ONE PERMANENT FULL-TIME ADMINISTRATIVE ASSISTANT TO THE CITY ATTORNEY'S OFFICE AND APPROPRIATION OF FUNDS

WHEREAS, in October 2025, the Legal Secretary position in the City Attorney's Office was eliminated through the layoff process, and since that time the office has operated without dedicated administrative or clerical support staff; and

WHEREAS, the current City Attorney has identified that the workload processed by the City Attorney's Office necessitates the addition of a support position; and

WHEREAS, the Legal Secretary position was previously structured around legal-specific clerical duties, but current and anticipated office needs are broader, requiring general administrative support, including front-counter coverage for the City Manager's and Mayor's Offices; and

WHEREAS, because the scope of duties has shifted away from legal-specific functions, staff recommend the addition of a new Administrative Assistant position rather than the reinstatement of the previously eliminated position; and

WHEREAS, this position was not included in the City's adopted Fiscal Year 2027 Position Allocation, and Council approval is therefore required to establish the position and authorize the associated supplemental appropriation pursuant to Folsom Municipal Code Section 3.02.030(H);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the addition of one (1) permanent full-time Administrative Assistant position to the City Attorney's Office position allocation; and

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate $136,114 in the General Fund (Fund 010) to provide for the salary and benefits for this position.

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

City of Folsom
ADMINISTRATIVE ASSISTANT (CONFIDENTIAL)

Class Spec Code	1027	**Established Date**	08/26/2024
Last Revised Date	07/20/2026	**Salary Range**	$6,002.72 - $7,604.07 Monthly $72,032.69 - $91,248.86 Annually
Bargaining Unit	UNREP	**EEO**	EEO1-Administrative Support Workers
Occupational Group	N/A	**FLSA**	Non-Exempt
Benefit Code	Unrep-Nonex	**Physical Class**	PHY

Definition

Under general supervision, perform highly confidential, responsible, specialized, and technical office support activities, with principal clerical responsibility for a variety of complex but well-defined, Department-wide administrative functions; explain rules, policies, and operations related to department records and programs; provide information and assistance to the public; may coordinate administrative and clerical activities among the divisions of the department; and perform related work as required. Incumbents may oversee, monitor, and direct the work of lower level personnel.

DISTINGUISHING CHARACTERISTICS

The Administrative Assistant (Confidential) is an unrepresented, singular classification that has principal clerical responsibility for a variety of confidential and complex, but well-defined Department-wide administrative functions, such as budget compilation, a multi-faceted payroll, contracts, Committee or Commission minutes, document imaging, payment processing, and/or Council agenda item preparation, and may take assignments directly from a department head. Some positions may provide direct supervision for a small proportion of the time. Incumbents work independently on specialized sensitive

administrative activities containing a high number of complex and difficult t and assignments. This class is distinguished from the represented classification of Administrative Assistant in that the latter does not have access to confidential and sensitive labor-relations information. This class is distinguished from the class of Administrative Support Specialist in that the latter serves as primary clerical support to the City Manager.

Examples of Essential Duties

NOTE: The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.

- Act as technical resource on difficult and sensitive administrative support problems or specialized issues; monitor quality and timeliness of work.
- If acting as lead worker, instruct employees in the interpretation and application of regulations, policies, and procedures related to the department's programs and automated systems.
- May train, assign, and monitor work of lower-level personnel.
- May provide input into the evaluation of the performance of temporary or permanent staff members.
- Identify and provide individual instruction to co-workers for work deficiencies.
- Coordinate schedules and meetings.
- Compile budget data, participate in preparation of department's budget, and analyze draft budget figures.
- Develop recommendations for revisions in organizations or procedures to reflect changes in operations or improvements in existing practices.
- Assist the public in person, by phone, or by email; answer inquiries related to department services, programs, and operations including processing claims presented against the city; and administering executing, indexing, and archiving legal records and other complex records maintenance such as contracts, agreements, deeds, recording documents with County Recorder, and supervision of the records management program.
- Prepare notices, reports, flyers, letters, fiscal, or other documents and information.
- Compile data and maintain forms and spreadsheets.
- Research and assemble information and verify that information or data is complete, accurate, and consistent.
- Process and maintain payroll records.

- May generate monthly performance evaluations and forward informati
  supervisors with appropriate forms.
- Respond to surveys.
- May take and transcribe Commission or Committee minutes.
- Classify expenditures to the appropriate expenditure accounts, and prepare purchase order requisitions.
- Provide principal clerical support for the development of Council Agenda items and meeting preparation, coordination with the centralized agenda preparation system, etc.
- Process and maintain contracts and payment files.
- Assist with processing and production of public records requests.
- Maintain department personnel records.
- Perform related duties as assigned.

The Administrative Assistant (Confidential) position is responsible for the listed job duties above, as well as those listed depending on their assigned department:

City Attorney's Office

- Provide direct administrative and clerical support to the City Attorney, the Assistant City Attorney, and other City Attorney's Office staff as directed by, for example, answering phones, taking messages, making appointments, scheduling meetings, setting up meeting rooms and equipment, maintaining calendars, filing documents, and maintaining a follow-up system to support the City Attorney with tracking deadlines, project due dates, and other event timelines.
- Welcome and direct visitors by maintaining a professional demeanor and greeting them at the front counter or on the phone, acknowledging the customer's presence, and answering or referring inquiries and providing appropriate information.
- Prepare, proof, and/or finalize a wide variety of documents such as letters, memos, agreements, reports, ordinances, resolutions, presentations, and court documents; distribute, mail, serve, and file originals.
- Maintain accurate and up-to-date office files including litigation, transactional, and advisory matters. Maintain files in hardcopy and/or electronically as directed. Update, purge, and shred files consistent with City Records Retention Policy and applicable level of confidentiality. Maintain electronic filing system. Maintain file storage list. Retrieve stored files and/or documents upon request.

- Coordinate and schedule meetings and appointments for attorneys. K attorney calendars as directed.
- Research and respond to requests for sensitive and/or confidential information from outside counsel.
- Receive and respond to calls and visitors with tact and diplomacy; resolve resident concerns and complaints; advise the City Attorney on sensitive matters with potential impact to City's interests and relationships.
- Promote a positive City image by maintaining excellent internal and external customer relations; use sensitivity, tact, and diplomacy in all interactions; establish and maintain positive and effective working relationships with coworkers, outside counsel and their staff, elected and appointed officials, residents, and others contacted in the course of work at all levels; work collaboratively with staff, various departments, and outside agencies or stakeholders.
- Maintain law library.
- Screen and distribute incoming mail.
- Coordinate, schedule, process, and confirm travel and other arrangements for meetings, conferences, speaking engagements, business trips, etc. by preparing itineraries, requesting travel confirmations, compiling expense reports, and reconciling credit card invoices.
- Organize, inventory, and order supplies for the City Attorney's Office.
- Assist other City Attorney's Office staff in the performance of their functions as directed.

Finance

- Maintain records retention system for the department in accordance with Federal and State laws, and negotiate and manage the contract for storage of materials.
- Contribute to the goal of having transparency in the City's financial and other records by designing, modifying, and keeping current the webpage for the department. Coordinate and track all public records requests to the department.
- Maintain the City credit card system by processing the issuance and cancellation of credit cards in accordance with City Policy and monitoring compliance.
- Post daily journal entries and maintain general ledgers, reports and files.
- Prepare daily cash deposit and daily cash reconciliation updates/postings.
- Process daily to weekly budget adjustments, purchase requisitions, purchase orders, invoice processing, and Finance mail distribution.

- Compile and maintain financial and statistical data and prepare and assist in preparing financial reports and analyses, such as the Prop 172 report, the economic trend report, and the Annual Comprehensive Financial Report.
- Assist in gathering information for and the compilation of the operating and CIP budgets.
- Assist other finance department staff in the performance of their functions.

Human Resources

- Verify salary adjustment data (P-1 forms) for accuracy and forward to payroll timely. Provide guidance on completing P-1 forms accurately and timely to departments as needed.
- Collect and compile payroll timesheets, leave reports, and payroll change reports, ensuring accuracy and timelines are met.
- Coordinate and maintain City ID Badge program.

Employment Standards

NOTE: The level and scope of the knowledge and abilities listed below are related to job duties as defined under "Distinguishing Characteristics."

Knowledge of:

- Office management methods and procedures.
- Principles of business administration, budget administration, accounting, payroll, and personnel administration.
- Principles and practices of taking formal minutes of Committees or Commissions
- Modern office practices, and department specific methods, procedures, policies, and regulations.
- Programs, goals, and purpose of the assigned department.
- English grammar, vocabulary, spelling, and punctuation.
- Business letter writing and basic report preparation.
- Leadwork and staff development techniques and practices.
- Common word processing, spreadsheet, and database software.
- Modern office equipment and computer software, including scanning, printing, faxing, electronic document classification, and word processing, spreadsheet, presentation, accounting, and database software.
- Principles of records management.
- Calendaring, filing methods, editing, and proofreading.

Ability to:

- Analyze administrative problems and [illegible] recommendations.

- Prepare and analyze statistical data, tables, and charts, and make basi mathematical calculations.
- Plan, evaluate, train, and supervise work of others.
- Answer a variety of questions related to department programs and processes.
- Exercise sound judgment when initiating processes, actions, and alternatives within established procedures and regulations.
- Provide verbal and written instruction to others.
- Prioritize, organize, assign, and monitor workload.
- Learn the basic principles as well as the highly specialized components of the automated systems used in the department.
- Apply the rules, regulations, policies, and procedures pertaining to initial application for the assigned department's services.
- Apply appropriate questioning content and techniques for interviewing applicants.
- Enter data accurately into automated system and identify methods to independently verify the accuracy of the data entry.
- Locate, identify, and correct inaccurate or incomplete information.
- Effectively communicate verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of employment, including elected and appointed officials, executives, and City staff while maintaining a professional demeanor.
- Develop understanding of City departments and outside agencies as necessary.
- Type at a speed necessary for successful performance on the job.
- Maintain attention to detail by prioritizing work and coordinating several activities simultaneously despite interruptions.
- Organize work, set priorities, meet critical deadlines, and follow up on assignments with a minimum of supervision. Perform difficult and responsible administrative support work efficiently and accurately in a fast-paced environment.

The Administrative Assistant (Confidential) position is responsible for the employment standards above, as well as those listed depending on their assigned department:

City Attorney's Office

- Ability to maintain strict confidentiality of all project assignments and City legal issues.

- Ability to anticipate need of the City Attorney and Assistant City Attorn research and gather necessary information for meetings, reports, projects, appearances.
- Ability to maintain confidential data and information for executive staff.

Minimum Qualifications

Education:

Associate's degree from an accredited college or university in accounting, business or similar area or the equivalent in college semester hours/credits.

Experience:

Three (3) years of full-time, increasingly responsible administrative secretarial experience.

Substitution:

Additional qualifying experience can be substituted for the required education on a year-for-year basis.

License, Certificate, Registration Requirements:

At the option of the City, persons hired into this class may be required to either possess at entry or obtain within specified time limits, designated licenses, certificates or specialized education and training relevant to the area of assignment. Additional requirements may include, but are not limited to the following:

- Some positions may require the possession of, or the ability to obtain and retain, a California Class C driver license by the time of appointment. Individuals who do not meet this requirement due to a disability will be evaluated on a case-by-case basis.
- Notary Public Commission

Physical Requirements:

Work is performed in a typical office environment. (1) Mobility: frequent use of keyboard; frequent sitting for long periods of time; occasional bending or squatting. (2) Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. (3) Vision: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. (4) Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching. (5) Hearing/ Talking: frequent hearing and talking, in person and on the phone. (6) Emotional/ Psychological: frequent decision-making entration; frequent public

and/or coworker contact; occasional working alone. (7) Environmental: freq
exposure to noise. (8) Ability to multi-task and balance frequently changing
workload and priorities.

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Public Hearing
SUBJECT:	Ordinance No. 1374– An Ordinance of the City of Folsom for the Repeal and Re-Enactment of Chapter 17.102 (Density Bonus) of the Folsom Municipal Code (Introduction and First Reading), and Determination that the Action is Not Subject to Environmental Review Under the California Environmental Quality Act (CEQA)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Conduct the first reading of Ordinance No. 1374– An Ordinance of the City of Folsom for the Repeal and Re-Enactment of Chapter 17.102 (Density Bonus) of the Folsom Municipal Code and Determination that the Action is Not Subject to Environmental Review Under the California Environmental Quality Act (CEQA).

BACKGROUND / ISSUE

Project Context

The City of Folsom's Density Bonus Ordinance, Chapter 17.102 of the Folsom Municipal Code, plays a key role in promoting the development of affordable housing. Adopted in 2002 and amended in 2005, the ordinance is intended to govern density bonuses for residential projects that meet specified affordable housing percentages, consistent with State Law.

The city's 2021–2029 Housing Element identifies the need to update the Density Bonus Ordinance to ensure consistency with current State Density Bonus Law as part of the broader zoning code update. Due to delays in the comprehensive zoning code update, this update has not yet been completed. In the interim, the city has relied on State density bonus requirements when processing qualifying projects.

In recent years, density bonus provisions have been applied to several affordable housing projects, including Mangini Place Apartments, Harrington Grove Apartments, Vintage Senior Apartments, and the Persifer Street Habitat for Humanity for-sale project.

State Density Bonus Law Alignment

The California Density Bonus Law, originally enacted in 1979, requires cities and counties to provide density bonuses, incentives, concessions, parking reductions, and development standard waivers for housing developments that include qualifying levels of affordable or senior units. California courts have consistently recognized that the purpose of the law is to incentivize the production of affordable housing by allowing developers who include specified percentages of lower income units to exceed what local zoning would otherwise permit.

Under State density bonus requirements, a city must grant a density bonus and related incentives upon request when a project meets the applicable affordability thresholds. These requirements are mandatory and are intended to remove local regulatory barriers to producing affordable housing.

Since the city's 2005 update, the State density bonus requirements have evolved through a series of legislative amendments, including several substantial changes in recent years. A table summarizing the major legislative updates to State density bonus requirements is provided in Attachment 3. These cumulative changes, intended to expand affordable housing opportunities and reduce local regulatory barriers, have established clear statewide standards that guide how jurisdictions must evaluate qualifying housing projects.

As statewide reforms continue to expand and refine provisions related to eligibility, bonus calculation methods, development standard waivers, incentives and concessions, parking reductions, and administrative procedures, several sections of the city's existing ordinance have become inconsistent with current State requirements.

To maintain alignment with the latest State density bonus requirements and support the city's affordable housing goals, the ordinance must be updated as required by Government Code section 65915. Because the Legislature now revises these requirements almost annually, staff recommends structuring the ordinance to reference State law directly, rather than restating statutory language. This approach aims to ensure the ordinance remains consistent with future legislative amendments and avoids becoming outdated as new housing legislation takes effect.

Summary of Proposed Ordinance Updates

1. Updated Purpose and Intent Section (Section 17.102.010)

   The updated Purpose and Intent section clarifies that the city must interpret and apply the ordinance in a manner consistent with State Density Bonus Law, and that State law governs in the event of any conflict. This revision reflects HCD guidance and strengthens the ordinance's legal defensibility.

2. Updated Definitions - Defer to State Density Bonus Law (Section 17.102.020)

The updated Definitions section reduces the number of defined terms in the ordinance by deferring to the definitions contained in State Density Bonus Law, ensuring consistency and avoiding conflicts with statutory language. As a result, the ordinance no longer defines terms that are already established in State Law, improving clarity for both applicants and staff.

3. Clarified Density Bonus Calculation (Section 17.102.030 (B))

   The update includes defining "base density" in a manner consistent with Government Code Section 65915(f), clarifying that fractional units are rounded up, and explaining how inclusionary units may be applied toward density bonus eligibility. These changes ensure that density calculations remain accurate, consistent, and compliant with State requirements.

4. Updated Incentive and Concession Provisions (Section 17.102.030(C) and Section 17.102.060(B))

   The updated incentive and concession provisions incorporate the statutory definition of incentives and concessions, specify that the allowable number of incentives or concessions is established in Government Code Section 65915(d), clarify that qualifying projects are eligible for incentives and concessions regardless of whether they utilize an increase in density, and state that such projects must be approved without requiring alternative designs or reductions in density. These updates bring the city's procedures into full alignment with State law.

5. Updated Waiver Provisions (Section 17.102.030 (D) and Section 17.102.060 (B))

   The updated waiver provisions confirm that applicants may request an unlimited number of waivers of development standards, clarify that the city may not require feasibility analyses, pro formas, or alternative designs in connection with a waiver request, and require approval of requested waivers unless the specific findings in Section 65915(e) can be made. These revisions ensure that development standards are not applied in a way that would physically prevent qualifying projects from being constructed.

6. Updated Parking Ratio Requirements (Section 17.102.030 (E))

   The updated parking ratio requirements incorporate the maximum parking ratios established in Government Code Section 65915(p) and clarify that parking studies may not be required and that parking reductions operate independently of incentives, concessions, and waivers. These updates strengthen consistency with State law.

7. Added Affordable Housing Agreement Requirement (17.102.050)

The updated ordinance now requires an Affordable Housing Agreement for any project receiving a density bonus, incentive, parking reduction, or waiver, and mandates that the agreement be recorded prior to approval of a final or parcel map or issuance of building permits. This ensures that long-term affordability commitments are legally binding, transparent, and enforceable, and strengthens the city's ability to monitor compliance with State Density Bonus Law.

8. Updated Application Requirements and Review Procedures

   The updated ordinance now includes clear timing requirements for application submittal, a detailed list of required application materials, a completeness review process consistent with the Permit Streamlining Act, and a consolidated findings section specifying the only allowable basis for denial. These additions streamline the review process and improve transparency for applicants.

Together, these updates ensure that the city's density bonus ordinance remains consistent with current State law, improves clarity for applicants, and strengthens the city's ability to implement its affordable housing objectives. Adoption of the updated ordinance will help maintain compliance with ongoing legislative changes and support streamlined, legally defensible housing approvals.

Public Outreach

Ahead of the Planning Commission hearing, staff notified stakeholders by email regarding the proposed updates to the city's Density Bonus Ordinance and provided a link to the staff report and draft ordinance. Notifications were sent to the North State Building Industry Association (BIA), the Sacramento Housing Alliance (SHA), and affordable housing developers. The city received one response from SHA expressing support for the update and appreciation for the outreach.

Planning Commission Hearing

The Planning Commission considered this item at their August 19, 2026, meeting. Following the staff presentation on Ordinance No. 1374, the Commission briefly discussed with staff the three minor clarifying revisions included in the green sheet. No public comments were received.

The Planning Commission adopted a motion (6-0-0-1, with one member absent) recommending that the City Council adopt the proposed Ordinance No. 1374 and determine that the project is not subject to CEQA.

Once adopted by the city, the new Density Bonus Ordinance will be subject to review and approval by the California Housing and Community Development Department (HCD) to ensure consistency with State Law.

POLICY / RULE

Government Code Section 65915 specifies certain requirements that the city must meet pertaining to density bonuses, as well as certain incentives that must be considered when a developer constructs a residential project containing specified percentages of housing for low and very low-income households. These provisions of State law are mandatory and conflict with certain provisions of the city's current density bonus ordinance. This ordinance is proposed to bring the city's density bonus ordinance in line with the requirements of State law.

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

Furthermore, the city's 2021–2029 Housing Element, which is part of the city's General Plan, requires that the city update its density bonus ordinance to ensure consistency with State law.

ANALYSIS

The city's 2021 – 2029 Housing Element includes Program H-13, which requires updating the city's Density Bonus Ordinance to reflect changes in State Density Bonus Law as part of the broader zoning code update. The anticipated timeframe for this update was 2021; however, due to delays in the comprehensive zoning code update and the frequent legislative changes to State law, the required update has not yet been completed. Given these circumstances, staff recommends moving forward now to bring the ordinance into compliance and structuring the update in a way that reduces the need for frequent future revisions.

State Density Bonus Law Updates and Need for Local Action

In recent years, the Legislature has enacted numerous updates to State Density Bonus Law. As outlined in the State Housing Law Alignment section, these changes have rendered portions of the city's existing ordinance outdated or inconsistent with current State requirements. Given these legislative changes and the delay in the full zoning code update, staff finds it appropriate to bring the ordinance into compliance now. Updating the ordinance at this time will restore consistency with State law and help minimize the need for frequent amendments as State requirements continue to evolve.

Role of the Density Bonus Program

Density bonus provisions remain an important tool for encouraging developers to construct additional housing units and ensuring the inclusion of lower and moderate-income units in new residential projects. Consistent with the city's adopted Housing Element, Folsom remains committed to promoting equitable access to housing and supporting the development of new homes that meet the needs of all economic segments of the community.

Applicable General Plan Goals and Policies

The following City of Folsom General Plan policies support increasing housing capacity, encouraging a range of housing types, and improving the efficiency of the development review

process. Updating the Density Bonus Ordinance is consistent with and helps implement these policies:

> Policy H-1.1 – Sufficient Land for Housing. The city shall ensure that sufficient land is designated and zoned in a range of residential densities to accommodate the city's regional share of housing.
>
> Policy H-1.3 – Multi-family Housing Densities. The city shall encourage home builders to develop their projects on multi-family-designated land at the high end of the applicable density range.
>
> Policy H-3.6 – Density Bonus. The city shall continue to make density bonuses available to affordable and senior housing projects, consistent with State law and Title 17 of the Folsom Municipal Code.

Conclusion

The proposed ordinance modernizes local regulations to reflect current State density bonus requirements, removes outdated or conflicting provisions, and establishes a clearer, more efficient framework for reviewing and administering density bonus requests. Replacing the ordinance ensures continued compliance with State mandates, reduces potential legal exposure, improves consistency and transparency for applicants and staff, and supports the city's long-term housing production and affordability goals.

FINANCIAL IMPACT

The proposed update to the City of Folsom's Density Bonus Ordinance is not expected to have a direct impact on the General Fund. The proposed amendments align the ordinance with current State Density Bonus Law and review of density bonus requests will continue to occur as part of standard project review within existing departmental workloads. Any future fiscal effects would result from private development rather than from adoption of the ordinance itself.

ENVIRONMENTAL REVIEW

The proposed ordinance is not a "Project" requiring environmental review under the California Environmental Quality Act (CEQA). "Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" are excluded from the definition of "Project" as defined by the CEQA Guidelines. (Section 15378(b)(5).) Here, the proposed ordinance will bring the city's Density Bonus Ordinance into compliance with state law and is ministerial in nature as it does not involve any discretionary decision-making by the city's legislative body.

Even if the proposed ordinance could be considered a "Project," the ordinance is exempt from CEQA pursuant to Section 15061(b)(3) "(Common Sense) of the CEQA Guidelines because it revises local procedures and regulatory requirements and does not authorize any activity that could cause a physical change to the environment. Any future projects will undergo their own

CEQA review, and there is no possibility of a significant environmental impact that will occur from the proposed action. Accordingly, the ordinance update is not subject to CEQA.

ATTACHMENTS

1. Ordinance No. 1374 - An Ordinance of the City of Folsom for the Repeal and Re-Enactment of Chapter 17.102 (Density Bonus) of the Folsom Municipal Code and Determination that the Action is Not Subject to Environmental Review Under the California Environmental Quality Act (CEQA).

2. Existing FMC Chapter 17.102 (Density Bonus) To Be Repealed

3. Major Legislative Updates to State Density Bonus Requirements (2018–2025)

Submitted,

Pam Johns, Community Development Director

ATTACHMENT 1

Ordinance No. 1374 - An Ordinance of the City of Folsom for the Repeal and Re-Enactment of Chapter 17.102 (Density Bonus) of the Folsom Municipal Code, and Determination that the Action is Not Subject to Environmental Review Under the California Environmental Quality Act (CEQA).

ORDINANCE NO. 1374

AN ORDINANCE OF THE CITY OF FOLSOM FOR THE REPEAL AND RE-ENACTMENT OF CHAPTER 17.102 (DENSITY BONUS) OF THE FOLSOM MUNICIPAL CODE

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

SECTION 1 PURPOSE

The purpose of this ordinance is to amend the Folsom Municipal Code to ensure consistency with State Density Bonus Law. The ordinance establishes the city's specific procedures, responsibilities, and required findings for implementing the Density Bonus Law.

SECTION 2 REPEAL AND RE-ENACTMENT TO CODE

Chapter 17.102 of the Folsom Municipal Code is hereby repealed and re-enacted to read as follows:

Chapter 17.102
DENSITY BONUS

Sections:

17.102.010 Purpose and intent.
17.102.020 Definitions.
17.102.030 Implementation.
17.102.040 Development standards for Affordable units.
17.102.050 Affordable housing agreement.
17.102.060 Application requirements and review.

17.102.010 Purpose and Intent.

This density bonus chapter establishes the city's density bonus program, which provides density bonuses, incentives, concessions, and waivers or reduction of development standards for the production of housing and implements California Government Code Sections 65915, et seq., as amended from time to time. The program is intended to support the development of housing for very low-, low-, and moderate-income households, as well as senior housing, student housing, housing for persons with disabilities, and other qualified housing types as provided by state law.

In enacting this chapter, it is the intent of the City of Folsom to affirm its commitment to implementing the goals, objectives, and policies of the housing element of the general plan, and to encouraging the development of a diverse range of housing opportunities within the community.

This chapter shall be interpreted and applied liberally to effectuate the purposes of State Density Bonus Law. Nothing in this chapter shall be construed to impose requirements or limitations on density bonus projects beyond those authorized by Government Code section 65915 et seq. If any provision of this chapter conflicts with State Density Bonus Law, State law shall control. (Ord. 1145 § 2 (part), 2011)

17.102.020 Definitions.

The terms used in this chapter, including those defined below, have the meanings provided in this title and in Government Code section 65915 et seq. In the event of a conflict between definitions, state law shall control.

A. "Affordable unit" means a housing unit affordable to a lower income household.

B. "Affordable housing agreement" means a recorded agreement between the applicant or property owner and the city that outlines the affordable housing obligations for a project approved under this ordinance or Government Code Section 65915.

C. "Applicant" means the property owner or any person or entity authorized in writing by the property owner to apply for a density bonus, incentive, concession, waiver, or related approval under this chapter.

D. "Concession" or "Incentive" means any of the following:

1. A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs or for rents for the targeted units to be set.

2. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

3. Other regulatory incentives or concessions proposed by the developer or the city that result in identifiable and actual cost reductions to provide for affordable housing costs or for rents for the targeted units to be set.

E. "Housing development" means any residential or mixed-use project that includes dwelling units and is eligible for a density bonus under State Density Bonus Law.

F. "Lower income household" means a household whose income does not exceed eighty percent of the area median income (AMI) for the county or metropolitan area, adjusted for household size,

as determined annually by the California Department of Housing and Community Development (HCD) pursuant to state law. Lower income households include very low income, extremely low income, and acutely low income households unless otherwise specified.

G. "Maximum allowable residential density" means the greatest number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, means the greatest number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the project. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the local agency shall calculate the number of units by:

1. Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and stepbacks, public and private open-space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements, unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the local agency shall accept it, provided that it includes all applicable objective development standards.

2. Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.

H. “Targeted unit” means dwelling units within a housing development which will be reserved for sale or rent to lower income households, or senior residents.

I. "Waiver" or "Reduction of development standards" means a local development standard that will either be reduced or not enforced because the development standard would physically prevent the project from being built at the permitted density and with the granted concessions or incentives.

17.102.030 Implementation.

A. Density Bonus Eligibility. A housing development is eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratio reductions in accordance with Government Code section 65915. To request a density bonus, the applicant shall identify the applicable eligibility category under Government Code section 65915, including but not limited to affordable housing, senior housing, student housing, land donation, child-care facilities, or commercial development bonuses. The applicant shall also identify the percentage, number, and income level of the restricted units proposed to qualify the project under state law. The city may require reasonable documentation to establish eligibility for a requested density bonus.

If the housing development is proposed on any property that includes a parcel or parcels on which

rental dwelling units are located or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, and meets the requirements listed in Government Code section 65915(c)(3)(A), the applicant shall be ineligible for a density bonus or any other incentives or concessions unless the proposed housing development replaces those units, and either Government Code section 65915(c)(3)(A)(i) or (ii) apply.

If a housing development meets the eligibility criteria under Government Code section 65915, the city shall grant the density bonus and any related incentives, concessions, waivers, or parking reductions required by State law.

B. Density Bonus Calculation. The maximum density bonus a housing development project may receive shall be calculated in accordance with Government Code section 65915, including the density bonus provisions for affordable housing, land donation, child-care facilities, and commercial development. Maximum allowable residential density shall be calculated in accordance with the maximum allowable density under the applicable zoning, specific plan, or general plan designation, consistent with Government Code section 65915(f). The following provisions apply to the calculation of density and affordable unit requirements:

1. Rounding of Units. Any fractional unit resulting from the calculation of maximum allowable residential density or bonus density shall be rounded up to the next whole number. Any fractional affordable unit required to qualify for a density bonus shall also be rounded up to the next whole number.

2. Units Counted Toward Qualification. Units added through a density bonus shall not be included when determining the number of affordable units required to qualify for the bonus. affordable units provided on site to satisfy the city's inclusionary housing requirements pursuant to Folsom Municipal Code Chapter 17.104 may also be used to qualify for a density bonus if they meet the affordability requirements of Government Code section 65915. Payment of in-lieu fees in place of constructing affordable units shall not be used to qualify a project for a density bonus.

3. Election of Bonus Amount. An applicant may elect to accept a density bonus that is less than the maximum permitted, or to forgo a density bonus entirely, provided that the minimum affordable housing requirements of Government Code section 65915 are met.

C. Incentives or Concessions. A qualifying housing development is entitled to receive the number of incentives or concessions specified in Government Code section 65915(d), regardless of whether it elects to use the density bonus.

1. Types of Incentives or Concessions. In accordance with, and further defined in Government Code section 65915(k), incentives or concessions include:

a. A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards as specified in Government Code section 65915(k) that would otherwise be

required that results in identifiable and actual cost reductions to provide for affordable housing costs, as defined in section 50052.5 of the Health and Safety Code, or for affordable rents for the targeted units to be set as specified in Government Code section 65915(c).

b. Approval of mixed-use zoning in conjunction with the housing development if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing development and the existing or planned development in the area where the proposed housing development will be located as determined by the city in its reasonable discretion.

c. Other regulatory incentives or concessions proposed by the applicant or the city that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in section 50052.5 of the Health and Safety Code, or for affordable rents for the targeted units to be set as specified in Government Code section 65915(c).

2. 100% Affordable Projects. For a housing development in which 100% of the units, exclusive of a manager's unit, are affordable to lower-income households, the city may grant a reduction in the minimum base density as a concession or incentive, provided that the applicant demonstrates that the reduction would result in an identifiable and actual cost savings to the project or that, absent such reduction, the project would be physically precluded from being constructed.

3. Approval Standard. The city shall grant a requested concession or incentive unless it makes a written finding, based on substantial evidence, of any of the reasons listed under Government Code section 65915(d)(1)(A)–(C).

D. Waivers or Reductions of Development Standards. In accordance with Government Code section 65915(e), the applicant for a housing development that qualifies for a density bonus may request waivers or reductions of development standard that would physically preclude construction of the housing development project at the permitted density or with the concessions or incentives. For purposes of this section, development standards include, but are not limited to, height limits, setback requirements, lot coverage, and Floor Area Ratio (FAR).

1. SThe applicant may submit a proposal for waivers or reductions of any development standard that would physically preclude the construction of the housing development at the density or with the incentives or concessions permitted by Government Code section 65915. The city shall not require the applicant to reduce the project's density or incentives as a condition of requesting or receiving a waiver.

2. The city shall grant a requested waiver or reduction of a development standard unless it makes a written finding, permitted under Government Code section 65915(e).

3. A request for a waiver or reduction of development standards is separate from incentives or concessions and does not count toward the number of incentives.

4. There is no limit on the number of waivers or reductions in development standards an applicant may request or receive, provided the applicant demonstrates that each requested waiver is necessary to physically accommodate the project at the permitted density or with the permitted incentives or concessions.

5. The city may engage in a voluntary, collaborative design dialogue with the applicant regarding requested waivers or reductions, including offering advisory recommendations to address community concerns or to explore ways the project might better align with overarching principles of the general plan, zoning ordinance, or design and development standards. All such recommendations shall be advisory only and shall not be a condition of approval unless voluntarily agreed to by the applicant. The city shall not require the applicant to modify the project, alter or withdraw any requested waiver or reduction in development standards, or otherwise delay, impede, or reduce the applicant's entitlement to waivers or reductions in development standards required under Government Code section 65915, subdivision (e).

E. Parking Ratios. In accordance with Government Code section 65915(p), the parking requirements for a housing development that qualifies for a density bonus shall not exceed the maximum parking ratios established by state law. These parking ratios apply notwithstanding any other provision of this Code. Parking reductions do not limit or reduce the applicant's entitlement to incentives, concessions, or waivers. The city shall not require the applicant to provide a report or study that is not otherwise required by state law, but it may require reasonable documentation to establish eligibility for the parking ratios established by state law.

F. Effect of Granting Density Bonus, Incentive, Concession, or other Modifications. In accordance with Government Code section 65915(j), the granting of a density bonus, incentives, concessions or waivers, reductions of development standards, and/or parking reductions shall not, in and of itself, require to be interpreted, to require a general plan amendment, specific plan amendment, zoning change, study or other discretionary approval.

17.102.040 Development Standards for Affordable Units.

A. Affordable units shall be constructed concurrently with market-rate units unless both the city and the applicant agree, in writing, to an alternative schedule for development.

B. Affordable units shall be integrated into the housing development to the greatest extent feasible. Where feasible, the bedroom count and bedroom mix of the affordable units shall be generally consistent with the bedroom mix of the non-affordable units, except that the applicant may provide a higher proportion of affordable units with more bedrooms. The design, materials, and exterior appearance of the affordable units shall be compatible with, and comparable to, the overall design of the housing development.

17.102.050 Affordable Housing Agreement

A. Requirement for Affordable Housing Agreement. If a density bonus, incentive or concession, parking reduction, or waiver or reduction of development standards is approved

pursuant to this chapter, the applicant shall enter into a binding affordable housing agreement or restrictive covenant with the city. The form and content of the affordable housing agreement shall be approved by the Community Development Director and the City Attorney.

B. Compliance and Enforcement. The affordable housing agreement shall establish compliance standards and identify the remedies available to the city in the event the applicant fails to comply with State Density Bonus Law, this chapter, or the affordable housing agreement.

C. Recordation and Timing. The executed affordable housing agreement shall be recorded against the housing development prior to final or parcel map, or, if no map is required, prior to issuance of any building permit for the housing development.

D. Binding Effect. The affordable housing agreement shall run with the land and shall be binding on all future owners, successors, and assigns for the duration of the required affordability period.

17.102.060 Application Requirements and Review for Density Bonus Projects.

A. Application Timing and Processing. An application for a density bonus, incentive or concession, waiver or reduction of a development standard, or revised parking standard pursuant to this Chapter shall be submitted with the first application for approval of the housing development. The request shall be processed concurrently with all other required applications in accordance with applicable State law, including but not limited to the Permit Streamlining Act.

B. Application Contents. The application shall be submitted on a form prescribed by the city and shall include, at minimum, the following information:

1. Site Plan

A site plan showing:

- Total number of units;
- Number and location of affordable units;
- Number and location of proposed density bonus units.

2. Affordability Information.

The target income levels of the affordable units and the proposed method(s) for ensuring affordability.

3. Requested Incentives, Concessions, waivers, or Parking Reductions

A description of all requested incentives or concessions, waivers or reductions of development standards, or modified parking standards.

a. Incentives or Concessions. For any requested incentive or concession, the application shall include sufficient information for the city to evaluate the request in accordance with Government Code section 65915.

b. Waiver or Reduction of Development Standards. For any requested waiver or reduction of a development standard, the applicant shall provide sufficient information for the city to determine that the development standard would physically preclude construction of the residential project at the permitted density and with the requested incentives or concessions. The city shall not require the applicant to provide alternative designs, pro formas, or feasibility studies as a condition of requesting or receiving a waiver.

c. Parking Reductions. A summary table showing parking required by the zoning regulations, parking proposed under state density bonus law, and sufficient information for the city to determine that the housing development is eligible for the requested parking reductions. The city shall not require parking studies or additional documentation beyond what is necessary to verify eligibility under Government Code section 65915(p).

4. Requests Based on Any Qualifying Category Under State Law.

For any request made pursuant to a qualifying category under Government Code section 65915, the application shall include sufficient information to demonstrate that the project satisfies all applicable statutory requirements and findings for that category.

C. Application Review.

1. Completeness Review**.** Upon submittal, the city shall review the application for completeness in accordance with Government Code section 65943. If the application is determined to be incomplete, the city shall provide written notice identifying the additional information required in accordance with Government Code section 65943.

2. Eligibility Review. The city shall review the application to verify that the housing development qualifies for a density bonus and any requested incentives, concessions, waivers, reductions of development standards, or parking reductions pursuant to Government Code section 65915.

3. Required Findings**.** The review authority shall approve a density bonus and any requested incentives, concessions, waivers, reductions of development standards, or parking reductions unless it makes written findings as specified under Government Code section 65915, including, as applicable:

   a. The incentive or concession does not result in identifiable and actual cost reductions to provide for affordable housing costs or for rents;

   b. The incentive or concession would have a specific adverse impact, as defined in the Government Code, on public health or safety, or on a property listed in the

California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the adverse impact without rendering the development unaffordable to low-income and moderate-income households;

c. The concession or incentive would be contrary to state or federal law.

d. The waiver or reduction of a development standard is not necessary to physically accommodate the housing development at the permitted density and with the requested incentives or concessions.

4. Conditions of Approval. Any approval of a density bonus, incentive or concession, waiver or reduction of a development standard, or revised parking standard may include conditions necessary to ensure compliance with Government Code section 65915 and this chapter.

In accordance with Government Code section 65915(j), the granting of a density bonus, incentives, concessions or waivers, and/or reductions of development standards shall not, in and of itself, require a general plan amendment, specific plan amendment, zoning change, study or other discretionary approval.

SECTION 3 SCOPE

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

SECTION 4 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 is declared unconstitutional, invalid, or ineffective.

SECTION 5 NO MANDATORY DUTY

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care towards persons and property within or without the city, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 6 EFFECTIVE DATE

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

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on September 8, 2026, and the second reading occurred at the regular meeting of the City Council on September 22, 2026.

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 22nd day of September, 2026, by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

_____

Justin Raithel, MAYOR

ATTEST:

_____

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Existing FMC Chapter 17.102 (Density Bonus) To Be Repealed

EXISTING FMC CHAPTER 17.102 TO BE REPEALED

Chapter 17.102
DENSITY BONUS AND OTHER DEVELOPER INCENTIVES

Sections:

17.102.010 Purpose and intent.
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17.102.050 Additional incentives or concessions.
17.102.055 Additional density bonus for child care facility.
17.102.060 Application requirements and review.
17.102.065 Resale and occupancy restrictions on moderate income units.
17.102.070 Expiration and extension.
17.102.080 Appeal procedure.
17.102.090 Other provisions.

17.102.010 Purpose and intent.

This density bonus chapter is intended to provide incentives for the production of housing in accordance with Sections 65915 and 65917 of the California Government Code for very low, low, and moderate income households and senior households. In enacting this chapter, it is the intent of the city of Folsom to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the city's housing element. (Ord. 1145 § 2 (part), 2011)

17.102.020 Definitions.

Whenever the following terms are used in this chapter, they shall have the meaning established by this section:

A. "Additional incentives or concessions" means such regulatory incentives or concessions as specified in California Government Code Section 65915(i) which include the reduction of site development standards or a modification of zoning code requirements or architectural design requirements, approval of mixed use zoning in conjunction with the housing development, direct financial assistance, or other regulatory incentives or concessions which result in identifiable cost reductions.

B. "Affordable rent" means monthly housing expenses, including a reasonable allowance for utilities (excluding telephone), for rental target units reserved for very low or low income households, not exceeding the following calculations:

1. Very low income: thirty percent of fifty percent of area median income (adjusted for household size).

2. Low income: thirty percent of eighty percent of area median income (adjusted for household size).

C. "Affordable sales price" means a sales price at which moderate, low, or very low income households can qualify for the purchase of target units, calculated on the basis of underwriting standards of mortgage financing available for the development.

D. "Affordable unit" means a housing unit affordable to a low income household or very low income household.

E. "Area median income" means the median income for the Sacramento Primary Metropolitan Statistical Area (PMSA) (El Dorado, Placer and Sacramento Counties) as established and periodically updated by the U.S. Department of Housing and Urban Development.

F. "Condominium" means and includes:

1. "Condominium" as defined by Section 783 of the Civil Code;

2. "Community apartment project" as defined by Section 11004 of the Business and Professions Code;

3. "Stock cooperative" as defined by Section 11003.2 of the Business and Professions Code; and

4. "Planned development" as defined by Section 11003 of the Business and Professions Code.

The term "condominium" specifically includes, but is not limited to, the conversion of any existing structure for sale pursuant to a method described in subsections (F)(1) through (4) of this section.

"Condominium conversion" or "conversion" means a change in the ownership of a parcel or parcels of property, together with structures thereon, whereby the parcel or parcels and structures previously used as rental units are changed to condominium ownership.

"Condominium project" or "project" includes the real property and any structures thereon, or any structures to be constructed thereon, which are to be divided into condominium ownership.

"Condominium units" or "units" means the individual spaces within a condominium project owned as individual estates.

G. "Density bonus" means a density increase over the otherwise maximum allowable residential density under the city's land use element of the general plan, zoning ordinances and any applicable specific plan as of the date of application by the applicant/developer to the city. (Government Code Section 65915(g).)

H. "Density bonus units" means those residential units granted pursuant to the provisions of this chapter which exceed the otherwise maximum residential density for the development site.

I. "Housing cost" means the sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowner association fees, and a reasonable allowance for utilities (excluding telephone).

J. "Housing development" means one or more groups of projects for residential units, including (1) a project to substantially rehabilitate and convert an existing commercial building to residential use, or (2) the substantial rehabilitation of an existing multifamily dwelling, as defined in Government Code Section 65863.4(d), where the result of the rehabilitation would be a net increase in available residential units.

K. "Low income household" means households as defined in Health and Safety Code Section 50079.5, whose income does not exceed the low income limits applicable to the city as published and periodically updated by the State Department of Housing and Community Development.

L. "Nonrestricted unit" means all units within a housing development excluding the target units.

M. "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for senior citizens that has at least thirty-five dwelling units and complies with the requirements in Civil Code Section 51.3.

N. "Target unit" means a dwelling unit within a housing development which will be reserved for sale or rent to very low, low, or moderate income households, or senior residents.

O. "Very low income household" means households as defined in Health and Safety Code Section 50105, whose income does not exceed the very low income limits applicable to the city, as published and periodically updated by the State Department of Housing and Community Development.

P. "Moderate income household" means households as defined in Health and Safety Code Section 50093, whose income does not exceed the moderate income limits applicable to the city, as published and periodically updated by the State Department of Housing and Community Development.

Q. “Child care facility” means a facility installed, operated, and maintained for the nonresidential care of children as defined under applicable state licensing requirements for the facility. Such facilities include, but are not limited to, infant centers, preschools, extended day care facilities, school-age child care centers, or family day care homes. (Ord. 1145 § 2 (part), 2011)

17.102.030 Implementation.

A. Density Bonus.

1. The city shall grant a density bonus to an applicant or developer of a housing development, consisting of five or more dwelling units, who agrees to provide the following:

a. At least ten percent of the total units of a housing development for low income households; or

b. At least five percent of the total units of a housing development for very low income households; or

c. A senior citizen housing development.

All density calculations resulting in fractional units shall be rounded up to the next whole number.

2. In determining the number of target units to be provided pursuant to this section, the maximum residential density shall be multiplied by 0.05 where very low income households are targeted, or by 0.10 where low income households are targeted. The density bonus units shall not be included when determining the total number of target units in the housing development. When calculating the required number of target units, any fractions of units shall be rounded to the next larger number.

3. Amount of Density Bonus.

a. General Density Bonus. The density bonus shall be a density increase of at least twenty percent, unless a lesser percentage is elected by the applicant/developer over the otherwise maximum allowable residential density. The amount of density bonus to which the applicant/developer is entitled shall vary according to the amount by which the percentage of affordable units exceeds the percentage set forth in subsection (A)(1) of this section. For each percent increase above ten percent in the percentage of units affordable to low income households, the density bonus shall be increased by one and one-half percent up to a maximum of thirty-five percent. For each one percent increase above five percent in the percentage of units affordable to very low income households, the density bonus shall be increased by two and one-

half percent up to a maximum of thirty-five percent. For senior citizen housing developments, the density bonus shall be a flat twenty percent.

b. Density Bonus for Condominium Projects. If a development does not meet the requirements set forth above, but the applicant/developer agrees or proposes to construct a condominium project as defined in Section 1351(f) or a planned development as defined in Section 1351(k) of the Civil Code, in which at least ten percent of the total dwelling units are reserved for persons and families of moderate income as defined in Section 50093 of the Health and Safety Code, a density bonus of at least five percent shall be granted, unless a lesser percentage is elected by the applicant, over the otherwise maximum allowable residential density. For each one percent increase above ten percent of the percentage of units affordable to moderate-income households, the density bonus shall be increased by one percent up to a maximum of thirty-five percent.

c. Density Bonus for Land Dedication. When an applicant for a tentative subdivision map, parcel map, or other residential approval donates land to the city and otherwise satisfies the requirements of Government Code Section 65915(g), the applicant shall be entitled to a fifteen percent increase above the otherwise maximum allowable residential density. For each one percent increase above the minimum ten percent land donation, the density bonus shall be increased by one percent, up to a maximum of thirty-five percent. The land donation density bonus and general density bonus can be used together, up to a combined maximum of thirty-five percent (Government Code Section 65915(g).)

4. Upon request by the applicant, the city shall not require that a housing development meeting the requirements of this section provide a vehicular parking ratio, inclusive of handicapped and guest parking, that exceeds:

a. Zero (studio) to one bedrooms: one on-site parking space per unit;

b. Two to three bedrooms: two on-site parking spaces per unit;

c. Four and more bedrooms: two and one-half parking spaces per unit.

If the total number of parking spaces required for a housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subsection, a development may provide on-site parking through tandem parking or uncovered parking, but not through on-street parking.

B. Incentives or Concessions.

1. The city shall grant an incentive or concession unless the city makes one of the following findings:

a. The incentive or concession is not

b. The incentive or concession would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.

c. The concession or incentive would be contrary to state or federal law.

2. Number of Incentive(s) or Concession(s). In addition to the eligible density bonus percentage described in this section, and in accordance with Government Code Section 65915(d)(2), the applicant shall receive the following number of incentive(s) or concession(s):

a. One incentive or concession for projects that include at least ten percent of the total units for low income households, at least five percent for very low income households, or at least ten percent for persons and families of moderate income in a condominium or planned development.

b. Two incentives or concessions for projects that include at least twenty percent of the total units for low income households, at least ten percent for very low income households, or at least twenty percent for persons and families of moderate income in a condominium or planned development.

c. Three incentives or concessions for projects that include at least thirty percent of the total units for low income households, at least fifteen percent for very low income households, or at least thirty percent for persons and families of moderate income in a condominium or planned development. (Ord. 1145 § 2 (part), 2011)

17.102.040 Development standards.

A. Target units shall be constructed concurrently with nonrestricted units unless both the city and the applicant/developer agree, in writing, to an alternative schedule for development.

B. If the applicant/developer is entitled to a density bonus pursuant to this chapter and the city grants at least one additional incentive, the applicant/developer shall agree to and ensure the continued affordability of all low income and very low income target units for a minimum of thirty years or such longer period of time as required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. The target units for low income households shall be affordable at a rent that does not exceed thirty percent of eighty percent of area median income. The target units for very low income households shall be affordable at a rent that does not exceed thirty percent of fifty percent of area median income.

C. In determining the maximum affordable rent or affordable sales price of target units, the following household and unit size assumptions shall be used, unless the housing development is subject to different assumptions imposed by other governmental regulations:

SRO (single room occupancy) unit	75 percent of 1 person
0 bedroom (studio)	1 person
1 bedroom	2 person
2 bedroom	3 person
3 bedroom	4 person
4 bedroom	5 person

D. Target units shall be dispersed within the housing development wherever possible. Where feasible, the number of bedrooms of the target units shall be equivalent to the bedroom mix of the nontarget units of the housing development, except that the developer may include a higher proportion of target units with more bedrooms. The design and appearance of the target units shall be compatible with the design of the total housing development. Housing developments shall comply with all applicable development and design standards, except those which may be modified as provided by this chapter.

E. Compliance with all of the provisions of this chapter shall be made a condition of the discretionary planning permits (e.g., tentative subdivision maps, tentative parcel maps, site plans, planned development permits, conditional use permits, etc.) for all housing developments.

F. Applicant/developer shall execute and record any agreements or documents reasonably deemed necessary by the city to ensure compliance with and implementation of this chapter. (Ord. 1145 § 2 (part), 2011)

17.102.050 Additional incentives or concessions.

The need for additional incentives or concessions will vary for different housing developments. Therefore, the allocation of additional incentives or concessions shall be determined on a case-by-case basis. The additional incentives or concessions may include any of the following:

A. A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to:

1. Reduced minimum lot sizes and/or dimensions.

2. Reduced minimum lot setbacks.

3. Reduced minimum outdoor and/or private outdoor living area.

4. Increased maximum lot coverage.

5. Increased maximum building height and/or stories.

6. Reduced on-site parking standards, including the number or size of spaces and garage requirements.

7. Reduced minimum building separation requirements.

B. Approval of mixed use zoning in conjunction with the housing development if commercial, office, industrial, or other nonresidential land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the proposed housing development will be located.

C. Other regulatory incentives or concessions proposed by the applicant/developer or the city that result in identifiable cost reductions.

D. Priority processing of a housing development that provides income-restricted units or a senior citizen housing development. (Ord. 1145 § 2 (part), 2011)

17.102.055 Additional density bonus for child care facility.

A. Housing developments meeting the requirements of this section and including a child care facility that will be located on the premises of, as part of or adjacent to, the housing development shall receive either of the following:

1. An additional density bonus that is an amount of square footage of residential space that is equal to or greater than the amount of square footage in the child care facility.

2. An additional incentive or concession to be determined by the city at its sole and complete discretion that contributes significantly to the economic feasibility of the construction of the child care facility.

B. The density housing bonus agreement for the housing development shall ensure that:

1. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the target units are required to remain affordable.

2. Of the children who attend the child care facility, the children of very low income households, low income households, or moderate income households shall equal a percentage that is equal to or greater than the percentage of target units that are required pursuant to this section.

C. The city shall not be required to provide a density bonus or incentive or concession for a child care facility if it makes a written finding, based upon substantial evidence, that the community has adequate child care facilities. (Ord. 1145 § 2 (part), 2011)

17.102.060 Application requirements and review.

A. An application pursuant to this chapter for a density bonus and an additional incentive or concession shall be processed concurrently with and in the same manner as any other application(s) required for the housing development unless the development is granted priority processing. If an applicant/developer is entitled to a density bonus pursuant to this chapter, final approval or denial of a request for an additional incentive or concession shall be made by: (1) the planning commission if no concurrent application requires city council approval and the applicant/developer only requests a reduction of site development standards or a modification of zoning code or architectural design requirements; or (2) the city council if a concurrent application requires city council approval or the applicant/developer requests an additional incentive or concession other than a reduction of site development standards or a modification of zoning code or architectural design requirements.

B. If an applicant/developer is requesting a waiver or modification of development and zoning standards on the grounds that existing development and zoning standards would otherwise inhibit utilization of a density bonus, such request shall be made concurrently with any request for an additional incentive or concession and shall be processed with and approved or denied in accordance with the provisions herein for the processing and approval or denial of a request for an additional incentive or concession. Waiver or modification of development and zoning standards shall only be allowed if the waiver or modification is necessary to make the housing units economically feasible.

C. Any approval or denial of a request for a waiver or modification of development and zoning standards or an additional incentive or concession shall be supported by written findings in support of such approval or denial. Nothing in this chapter requires the city to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health, safety, or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, or if the waiver or reduction would have an adverse impact on any real property listed in the California Register of Historic Resources or be contrary to state or federal law.

D. An applicant/developer may submit a preliminary proposal for the housing development prior to the submittal of any formal requests for general plan amendments, zoning

amendments, or subdivision map approvals. Applicants are encouraged to schedule a pre-application conference with the community development director or designated staff to discuss and identify potential application issues, including prospective additional incentives or concessions pursuant to Section 17.102.050. A preliminary application shall include the following information:

1. A brief description of the proposed housing development, including the total number of units, target units, and density bonus units proposed.

2. The zoning and general plan designations and assessor's parcel number(s) of the project site.

3. A vicinity map and preliminary site plan, drawn to scale, including building footprints, driveway and parking layout.

4. If a waiver or modification of development and zoning standards is requested, the application shall demonstrate how the existing development and zoning standards inhibit the utilization of the density bonus on the specific site and that the waiver or modification is necessary to make the housing units economically feasible.

5. If an additional incentive or concession is requested, the application should describe why the additional incentive or concession is necessary to provide the target units in accordance with this chapter.

E. The city shall, within ninety days of receipt of a written proposal, notify the applicant/developer, in writing, of project issues of concern and the procedures for compliance with this chapter, including procedures for waiving or modifying development and zoning standards that would otherwise inhibit the utilization of the density bonus on specific sites. The procedures for the waiver or modification of development and zoning standards shall include, but not be limited to, such items as minimum lot size, side yard setbacks, and placement of public works improvements.

F. The community development director shall inform the applicant/developer whether the requested waiver or modification of development and zoning standards and/or the additional incentive or concession shall be recommended for consideration with the proposed housing development, or whether alternative or modified development and zoning standards and/or additional incentive or concession shall be recommended for consideration in lieu of the requested waiver or modification of development and zoning standards or additional incentive or concession. (Ord. 1145 § 2 (part), 2011)

17.102.065 Resale and occupancy restrictions on moderate income units.

An applicant shall agree, and the city shall ensure, that the initial occupants of moderate income units that are directly related to the receipt of the density bonus in a condominium project are persons and families of moderate income, as defined in Health and Safety Code Section 50093, and that the units are offered at an affordable housing cost, as defined in Health and Safety Code Section 50052.5. The city shall enforce an equity sharing agreement in accordance with Government Code Section 65915. (Ord. 1145 § 2 (part), 2011)

17.102.070 Expiration and extension.

A. Any waiver or modification of development and zoning standards and/or the granting of additional incentives or concessions is project specific. In any case where a housing development with approved waivers or modifications of development and zoning standards and/or additional incentives or concessions has not commenced construction within the time limit set by either the planning commission or the city council (whichever has final approval authority over the particular housing development) or within one year, if no specific time limit has been set, then without further action such waivers or modifications of development and zoning standards and/or additional incentives or concessions shall be null and void. Construction is deemed commenced, for purposes of this section, upon issuance of a building permit for an approved dwelling unit.

B. The planning commission or the city council (whichever has final approval deadline for commencement of construction for a period or periods not to exceed twelve months upon receipt of a written request which shall include the reason for the delay and the requested extension and any other information as reasonably deemed necessary by the community development director. (Ord. 1145 § 2 (part), 2011)

17.102.080 Appeal procedure.

A. Any person dissatisfied with any final action of the planning commission on a request for a density bonus and an additional incentive or concession and/or waiver or modification of development and zoning standards may appeal therefrom to the city council, at any time within ten days after the rendition of the decision of the planning commission. The appeal is taken by filing a notice of appeal with the community development director. Upon filing of the notice of appeal, and payment of a filing fee, the community development director must, within ten days, transmit to the city clerk all exhibits and documents on file, together with the finding of the planning commission.

B. The city council shall hold a hearing upon said appeal after giving written notice to the applicant, property owners within three hundred feet of the subject property as shown on the last equalized assessment roll and any other persons who have filed a written request for

notice. Such notices shall be mailed at least ten days prior to said hearing. (Ord. 1145 § 2 (part), 2011)

17.102.090 Other provisions.

No official action such as the issuance of a building permit, license or other type of permit shall be taken while an appeal or proceeding for a density bonus and an additional incentive(s) or concession(s) and/or waiver or modification of development and zoning standards is pending. (Ord. 1145 § 2 (part), 2011)

ATTACHMENT 3

Major Legislative Updates to State Density Bonus Requirements (2018–2025)

Major Legislative Updates to State Density Bonus Requirements 2018-2025

Statute / Year	Modification
SB 92 (2025)	• Limits the use of concessions that would allow an increase of commercial floor area ratio beyond 2.5 times the current allowed base zone commercial floor area. • Jurisdictions are not required to grant any concession that would serve to facilitate hotel or other transient lodging uses that are a part of a mixed-use development.
AB 3116 (2024)	• Added density bonus provisions for student housing developments.
AB 2694 (2024)	• Expanded density bonus eligibility to residential care facilities for the elderly.
AB 1287 (2023)	• Allows an additional 20% to 50% density bonus on top of the base density bonus, provided no more than 50% of the total units would be restricted as affordable. • Alters the definition of maximum allowable residential density to mean the greatest number of units allowed under the Zoning Ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, the greatest number of units allowed by the range. • Clarifies that a local government is not prohibited from requiring reasonable documentation to establish eligibility for a requested density bonus and parking ratios.

	• Authorizes up to four incentives or concessions for projects that include at least 16% of the units for very low-income households or at least 45% of the units for moderate income households in for-sale projects.
AB 682 (2022)	• Creates a density bonus for Shared Housing developments with the same affordability requirements and bonus amounts as currently available to standard-unit developments. Shared housing developments can provide up to 25% of their floor area as standard-unit housing and still qualify for a density bonus.
AB 1551 (2022)	• Creates a density bonus for commercial developers who partner with housing developers and support the provision of affordable housing through land donation, cash payment, or by directly building units. A commercial developer is eligible for up to a 20% density bonus. • To qualify, the housing development supported by the commercial developer must provide either 30% of units as affordable for low income (<80% AMI) or 15% of units as affordable for very-low income (<50% AMI).
AB 2334 (2022)	• Expands the available density bonus for 100% affordable housing developments in very low vehicle travel areas. Qualifying density bonus projects are not subject to maximum density controls, are entitled to up to 4 development incentives, and may receive an additional three-stories of height.

	• Clears up the grey area for application of the State density bonus in a form-based zoning district, requiring calculation of an average unit size multiplied by the density bonus amount to determine increase in floor area allowed.
SB 290 (2021)	• Expands the types of for-sale moderate-income housing units that can benefit from a density bonus by deleting the requirement that the units be in a common interest development. • Makes a student housing development containing at least 20% of the units for lower income students eligible for one incentive or concession. • Allows moderate-income housing developments that include 40% moderate-income for-sale housing and are within one-half mile of a major transit stop to receive a parking reduction of 0.5 parking spaces per bedroom.
AB 2345 (2020)	• Increases the maximum density bonus from 35% to 50%. • Requires the density-bonus units to be affordable in a 100-percent-affordable project, not just the non-bonus units. • Lowers the lower-income threshold to qualify for two incentives or concessions from 20 to 17 percent; and lowers the threshold to qualify for three from 30 to 24 percent. • Refines the way distance from a major transit stop is calculated and makes technical changes to definition of major transit stop. • Decreases parking ratio for certain units in density-bonus projects and prohibits parking requirements for

	certain transit-oriented developments or senior projects.
AB 1763 (2019)	• Provides an 80% density bonus for 100% affordable projects with up to 20% of the units available for moderate income households, while the remainder must be affordable to lower income households, and if the project is within 1/2 mile of a major transit stop, it allows a height increase of up to three additional stories, or 33 feet.
SB 1227 (2018)	• Extends the State Density Bonus Law to apply to student housing. It allows student housing projects where at least 20% of the units are affordable for lower income students to receive a 35% density bonus.
AB 2372 (2018)	• Authorizes cities or counties to grant a developer of an eligible housing development under the State Density Bonus Law a floor area ratio bonus in lieu of a bonus on the basis of dwelling units per acre.

Folsom City Council Meeting

Revised Staff Report Transmittal

MEETING DATE:	9/8/2026
AGENDA SECTION:	Public Hearing
STAFF REPORT TITLE	Ordinance No. 1374– An Ordinance of the City of Folsom for the Repeal and Re-Enactment of Chapter 17.102 (Density Bonus) of the Folsom Municipal Code (Introduction and First Reading), and Determination that the Action is Not Subject to Environmental Review Under the California Environmental Quality Act (CEQA)
FROM:	Community Development Department

Staff has prepared the following revised Ordinance No. 1374 revisions pertaining to the above-referenced agenda item

The revisions are shown as follows:

language deletions: ~~**Strikeouts, bold and underlined,**~~
language additions: ***Italics, bold and underlined.***

In Section 17.102.060 Application Requirements and Review for Density Bonus Projects, the subsection (B)(b) is amended to read as follows:

b. Waiver or Reduction of Development Standards. For any requested waiver or reduction of a development standard, the applicant shall provide sufficient information for the city to determine that the development standard would physically preclude construction of the residential project at the permitted density and with the requested incentives or concessions. ~~**The city shall not require the applicant to provide alternative designs, pro formas, or feasibility studies as a condition of requesting or receiving a waiver.**~~ ***The city shall not require additional reports or studies that are not otherwise required by state law.***

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	Old Business
ITEM TITLE:	Castle Park Playground Renovation Project i. Resolution No. 11699-A Resolution Ratifying the City Manager's Authorization to Execute a Contract Amendment with Leathers & Associates for the Castle Park Playground Renovation Project (PK2501) in the Amount of $19,537.20, for a New Total Contract Amount Not-to-Exceed $131,106.20, Funded by the Parks & Recreation Equipment/Capital Fund 609 and Appropriation of Funds ii. Resolution No. 11700-A Resolution Ratifying the City Manager's Authorization to Execute Construction Contract Change Orders 1-6 with KYA for the Castle Park Playground Renovation Project (PK2501) in the Amount of $56,300, and Authorizing the City Manager to Execute Construction Contract Change Order No. 7 with KYA for the Castle Park Playground Renovation Project (PK2501) in the Amount of $36,960, for a New Total Contract Amount Not-to-Exceed $401,569.00, Funded by the Parks & Recreation Equipment/Capital Fund 609 and Appropriation of Funds iii. Resolution No. 11701 – A Resolution Authorizing an Appropriation of $68,409 in Donation Revenue and an Additional Appropriation of $37,875.80 from the Parks & Recreation Equipment/Capital Fund (Fund 609), for a Total Appropriation of $106,284.80 for Project Support Costs for the Castle Park Playground Renovation Project (PK2501)
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council approve the following:

Resolution No. 11699- A Resolution Ratifying the City Manager's Authorization to Execute a Contract Amendment with Leathers & Associates for the Castle Park Playground Renovation Project (PK2501) in the Amount of $19,537.20, for a New Total Contract Amount Not-to-Exceed $131,106.20, Funded by the Parks & Recreation Equipment/Capital Fund 609 and Appropriation of Funds

Resolution No. 11700 - A Resolution Ratifying the City Manager's Authorization to Execute Construction Contract Change Orders 1-6 with KYA for the Castle Park Playground Renovation Project (PK2501), in the Amount of $56,300, and Authorization to Execute Construction Contract Change Order No. 7 with KYA for the Castle Park Playground Renovation Project (PK2501) in the Amount of $36,960, for a New Total Contract Amount Not-to-Exceed $401,569.00, Funded by the Parks & Recreation Equipment/Capital Fund 609 and Appropriation of Funds

Resolution No. 11701 – A Resolution Authorizing an Appropriation of $68,409 in Donation Revenue and an Additional Appropriation of $37,875.80 from the Parks & Recreation Equipment/Capital Fund (Fund 609), for a Total Appropriation of $106,284.80 for Project Support Costs for the Castle Park Playground Renovation Project (PK2501)

BACKGROUND / ISSUE

Castle Park is located at 201 Prewett Drive, south of Oak Chan Elementary School in the Willow Creek Estates South neighborhood. The park is 2.1 acres and was home to a beloved castle-themed wooden playground designed by Robert Leathers and originally built by the community in 1996. The 30-year-old wooden play structures had reached the end of their useful life, and without replacement parts available, the City decided to rebuild the play structures.

Staff publicly advertised a Request for Proposals (RFP) for the new playground design in April 2025. A total of four proposals were received and reviewed by staff from the Parks & Recreation Department. Following a comprehensive evaluation process, staff recommended awarding the Kids Play Park Renovation Project playground design contract to Leathers & Associates.

On May 27, 2025, Resolution No. 11389 was presented to the City Council to award the contract, and as a condition of approval, the Council directed staff to change the construction method to a community build to reduce costs and complete the project in a faster timeline.

On October 10, 2025, the City Council approved Resolution No. 11469 to rescind Resolution No. 11389 and award the design contract to Leathers & Associates under a community-build format. The contract amount approved by the Council in Resolution No. 11469 was a not-to-exceed amount of $111,569. Services included playground design and assistance with the community build process, including a construction superintendent's time required to lead the volunteers during the community build and the associated travel expenses.

Subsequently, on November 12, 2025, the City Council approved three resolutions as follows:

- Resolution No. 11497 to change the park name to Castle Park; and
- Resolution No. 11498 to execute an agreement with Leathers & Associates in the amount of $110,870 for procuring play structure materials; and
- Resolution No. 11499 to execute an agreement with Playground Plastics in the amount of $322,594 for additional playground materials.

On January 13, 2026, the City Council approved Resolution No. 11538 to execute a construction agreement with KYA for site work for the Castle Park project for a not-to-exceed amount of $308,309 through the CMAS cooperative purchasing program. Utilizing the CMAS procurement method supported the accelerated project schedule and allowed the City to efficiently advance construction activities.

The six-day community build in April 2026 involved 1,541 volunteers working alongside City staff, contractors, and in-kind service providers. Although community participation was strong, inclement weather disrupted the construction sequence and created wet and muddy site conditions. Drain rock intended for beneath the resilient playground surfacing was temporarily spread on-site to improve working conditions and later had to be removed from the lawn areas before the turf could be restored.

Coordinating numerous participants with varying levels of construction experience also required more supervision, tools, materials, and safety support than anticipated. These conditions prevented completion of the playground structures during the scheduled build week and required additional post-build work, extended Leathers & Associates superintendent services, and additional KYA construction support.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, contracts greater than $77,426 shall be awarded by the City Council.

ANALYSIS

To support continued project advancement, given the challenges encountered during the community build process, contract amendments for both Leathers & Associates and KYA were deemed necessary. Due to the compressed timeline for this project, the services that are the subject of this report were authorized by the City Manager in advance of City Council approval and have been performed. Staff is now seeking City Council ratification of the authorization provided to both vendors to provide these extra services.

The amendment with Leathers & Associates corresponds to necessary but previously unanticipated assistance Leathers staff provided during the workdays before and after the community build week.

The amendment with KYA corresponds to additional, previously unanticipated construction services necessary for the site work.

To maintain project momentum and provide the construction support necessary to address unanticipated challenges, the additional work covered by these contract amendments was authorized before City Council review and approval.

Leathers & Associates Contract Amendment
Since the original contract was executed, additional services have been performed, which are covered in Contract Scope Amendment #1 and Contract Scope Amendment #2.

Contract Scope Amendment #1 provided one superintendent's time for three days during the pre-build phase and the associated travel expenses for a total amount of $10,854. The pre-build occurred on March 23-25, 2026, and consisted of work completed to prepare the site for the structure replacement prior to the community build. This expense was not originally anticipated because the original schedule did not include a pre-build phase. As coordination progressed in the lead up to the community build, both city staff and Leathers representatives felt the pre-build phase was necessary to ensure the structural playground elements were properly installed and ready for the community build activities. On-site construction oversight by an experienced superintendent was necessary to coordinate and oversee work performed by a combination of contractors providing in-kind construction services, and volunteers, while helping maintain project quality, safety, and schedule.

Contract Scope Amendment #2 provided one superintendent's time for three days during the post-build phase and the associated travel expenses for a total amount of $8,683.20. Due to challenging weather conditions during the community build week, construction of the playground structures was not completed within the anticipated timeframe. As a result, a group of City staff and skilled volunteers worked on site from May 7-9, 2026, to complete construction of the playground structures. Continued on-site superintendent oversight during this post-build phase was essential to assist with final assembly and completion of the playground structures and to ensure the work was completed safely and in accordance with project requirements. This additional work would not have been necessary but for the unanticipated challenges encountered during the community build week.

All extra work has been billed on a time-and-materials basis consistent with the rates included in the original contract.

The total cost for the extra work performed by Leathers & Associates in association with Contract Scope Amendment #1 and Contract Scope Amendment #2 is **$19,537.20.** Staff is requesting ratification of the City Manager's authorization to perform this extra work and amend Contract No. 173-21 25-046 with Leathers & Associates by the same amount, and a corresponding appropriation of funds. If approved, this ratification will increase the total contract price to an amount **not-to-exceed $131,106.20**.

KYA
KYA's additional services for Castle Park were driven primarily by unforeseen construction costs and field conditions encountered during construction. Due to the complexity of the project and the accelerated schedule, multiple contractors, community partners, volunteers, and in-kind service providers were performing work on site concurrently. As construction activities

progressed, additional coordination and modifications were required to address conflicts between overlapping scopes of work, accommodate evolving site conditions, and ensure the successful completion of the project. These unforeseen conditions resulted in the following change orders:

- Change Order No. 1 – $9,550. Supply, install, and take down tree protection zone fencing.
- Change Order No. 2 - $10,500. Demo of existing concrete curb and sleeve installation in walkways.
- Change Order No. 3 - $12,250. Tree removal and disposal of 2 trees at the sidewalk by the large playground.
- Change Order No. 4 - $5,850. Additional fine grading at concrete flatwork.
- Change Order No. 5 - $8,500. Additional poured-in-place surfacing due to design changes.
- Change Order No. 6 - $9,650. Additional imported crushed rock due to materials used during community build.
- Change Order No. 7 - $36,960. Blow-in engineered wood fiber (EWF) safety surfacing in lieu of dumping in place due to reduced truck access. Cost includes additional 300 Cubic Yards of EWF material due to as-built conditions.

The contract with KYA was approved for $308,309 plus a contingency of $5,055, for a total not to exceed contract amount of $313,364. The contract funding included $55,609 from the Measure A Fund 276 and $257,755 from the Parks & Recreation Equipment/Capital Fund 609. The approved contingency of $5,055 was applied only to the portion of work funded through the Measure A Fund 276.

Due to unforeseen construction conditions, additional coordination efforts, and changes encountered during construction, the approved contingency amount of $5,055 was insufficient to cover the full cost of the necessary change orders associated with the project. The total value of the seven change orders is $93,260, of which $5,055 was covered by the previously approved contingency. The remaining $88,205 in additional funding is necessary to cover outstanding change order costs that exceed the approved contingency amount for work performed to complete KYA's scope of work.

Staff is requesting ratification of the City Manager's authorization of Change Orders #1-6 as well as authorization for Change Order #7, which was not included in the City's Manger's previous authorization, to perform this extra work and amend Contract No. 174-21 26-005 with KYA by a total of $93,260 to account for the above-referenced change orders, and a corresponding appropriation of funds in the amount of **$88,205**. Funding for the additional change order costs will be provided through the Parks & Recreation Equipment/Capital Fund (Fund 609). If approved, this ratification will increase the total construction contract amount to a not-to-exceed amount of **$401,569**.

Additional Project Costs

In addition to the approved construction and consultant services agreements, the Castle Park Playground Renovation Project has incurred supplemental project-related costs necessary to support the community build. These additional expenses included the purchase of tools and

equipment utilized during the community build activities, such as drills, chop saws, and safety equipment; construction materials including lumber, bolts, screws, concrete, and related installation supplies; rental costs for the on-site construction trailer and storage containers; and miscellaneous volunteer support supplies including water, meals, name tags, and other coordination materials. These items were purchased by staff prior to City Council approval in order to maintain project momentum and provide real-time construction support as the Castle Park Play Structure Replacement project progressed, given the unanticipated challenges encountered during the community build week. Staff is requesting ratification of the City Manager's authorization to appropriate additional funding in the amount of **$37,875.80** from the Parks & Recreation Equipment/Capital Fund (Fund 609) to cover these project support costs.

Donations

Fund 609 has received **$68,409** in cash contributions from community partners, including Kids Play for Generations, Folsom Middle Management Group, and Little Folks University, for the Castle Park Playground Renovation Project. Staff is requesting an appropriation of these donated funds within Project PK2501 so they may be applied toward eligible project costs. The use of these contributions reduces the amount of additional funding required from the existing Fund 609 fund balance.

Estimated Total Project Costs

The current estimated total project costs are summarized as follows:

ITEM	DESCRIPTION	COST	TOTAL
CONTRACTS & SERVICES - DESIGN & ENGINEERING			**$174,791**
AREA WEST ENGINEERS	TOPOGRAPHIC SURVEY	$7,485	
GEOCON CONSULTANTS	GEOTECHNICAL ENGINEERING	$22,950	
LEATHERS & ASSOCIATES	PLAYGROUND DESIGN & COMMUNITY BUILD SUPPORT (INCLUDING 2 CONTRACT SCOPE AMENDMENTS)	$131,106	
WOOD RODGERS	SITE DESIGN & ENGINEERING	$13,250	
CONTRACTS & SERVICES - CONSTRUCTION			**$477,125**
KYA SERVICES	SITE WORK (INCLUDING 7 CHANGE ORDERS)	$401,569	
GRANITE CONSTRUCTION	CONCRETE PAVING REPLACEMENT	$72,356	
BSAFE PLAYGROUND INSPECTION	PLAYGROUND CERTIFICATION	$3,200	
MATERIALS & SUPPLIES			**$497,312**
PLAYGROUND PLASTICS	PLAYGROUND CONSTRUCTION MATERIALS	$322,549	
LEATHERS & ASSOCIATES	PLAYGROUND COMPONENTS (SLIDES, SWINGS, ETC.)	$110,870	
ADDITIONAL PROJECT COSTS	TOOLS, EQUIPMENT, CONSTRUCTION TRAILER, CRANE, SITE FURNISHINGS (DRINKING FOUNTAIN, BENCHES, PICNIC TABLES, TRASH RECEPTACLE, ETC.)	$63,893	
PROJECT TOTAL			**$1,149,228**

Site landscaping and irrigation repairs were performed by Terracare after project completion and have been paid for out of the Park Maintenance Operating Budget (Fund 010). This work and associated cost is not included in overall Castle Park project budget summary table above.

The project funding breakdown is summarized in the table below.

Castle Park Estimated Project Costs by Funding Source	
Parks & Recreation Equipment/Capital Fund (Fund 609)	$800,000
Measure A Fund (276)	$135,201
Total Appropriation to Date	**$935,201**
Requested Appropriation for extra work by Leathers	$19,537.20
Requested Appropriation for construction change orders for KYA	$88,205
Requested Appropriation for Additional Project Costs	$37,875.80
Requested Appropriation for Donations	$68,409
Total Appropriation Requests With This Report	**$214,027**
Fund 609 - Total Funding After Appropriation Approvals	$945,618
Fund 276 - Existing Funding – No Request for Appropriation	$135,201
Donations – Total Funding After Appropriation	$68,409
Total Project Funding After Appropriation Approvals	**$1,149,228**

Public Procurement Process Compliance and Fiscal Stewardship
The ratifications requested in this report will ensure that all additional services described above are formally approved by the Council and officially incorporated into the existing respective agreements with Leathers and KYA. The additional costs reflect the necessary work to address unforeseen conditions, extended timelines, and enhanced community engagement.

By ratifying these prior authorizations, the City Council reinforces transparency in public expenditures and accountability in project delivery. Approval of the attached resolutions will allow the City to close out the Castle Park Play Structure Replacement project.

FINANCIAL IMPACT

Castle Park Playground Renovation Project (Project PK2501) has a total project budget of $935,201, funded through the Park/Trail Maintenance/Rehabilitation Fund (Fund 609) in the amount of $800,000, and the Measure A fund (Fund 276) in the amount of $135,201.

If ratified, the authorization to amend the agreement with Leathers & Associates for additional construction assistant services in the amount of $19,537.20 will be funded, if approved by the Council, through an appropriation from the Park/Trail Maintenance/Rehabilitation Fund (Fund 609) within the Castle Park Playground Renovation Project (Project PK2501), increasing the total contract amount to a not-to-exceed amount of $131,106.20.

If ratified, the authorization to amend the agreement with KYA for construction change orders in the amount of $93,260 will be funded through a combination of $5,055 in existing contingency funds from the Measure A Fund 276 and, if approved by the Council, and appropriation of $88,205 from the Park/Trail Maintenance/Rehabilitation Fund (Fund 609) within the Castle Park Playground Renovation Project (Project PK2501), increasing the total contract amount to a not-to-exceed amount of $401,569 ($345,960 from the Park/Trail Maintenance/Rehabilitation Fund (Fund 609) and $55,609 from the Measure A Fund (Fund 276).)

An appropriation of $106,284.80 is required to cover the unanticipated project support costs incurred during the Castle Park Playground Renovation Project (Project PK2501). Of the total appropriation, $68,409 is funded with donation revenue received for the project and recorded in the Park/Trail Maintenance/Rehabilitation Fund (Fund 609). The remaining $37,875.80 is funded by the available fund balance in the Park/Trail Maintenance/Rehabilitation Fund (Fund 609)

The total appropriation requested is $214,027 in the Park/Trail Maintenance/Rehabilitation Fund (Fund 609). Sufficient funds are available in the fund to support the requested appropriation. If approved, the total appropriated project budget for the Castle Park Playground Renovation Project (Project PK2501) will increase by $214,027, from $935,201 to $1,149,228.

ENVIRONMENTAL REVIEW

This action is not a project as defined under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA pursuant to CEQA Guidelines Section 15378, as it involves administrative and contractual actions that do not result in a direct or indirect physical change in the environment.

ATTACHMENTS

1. Resolution No. 11699 - A Resolution Ratifying the City Manager's Authorization to Execute a Contract Amendment with Leathers & Associates for the Castle Park Playground Renovation Project (PK2501) in the Amount of $19,537.20, for a New Total Contract Amount Not-to-Exceed $131,106.20, Funded by the Parks & Recreation Equipment/Capital Fund 609 And Appropriation of Funds
2. Resolution No. 11700- A Resolution Ratifying the City Manager's Authorization to Execute Construction Contract Change Orders 1-6 with KYA for the Castle Park Playground Renovation Project (PK2501), in the Amount of $56,300, and Authorization to Execute Construction Contract Change Order No. 7 with KYA for the Castle Park Playground Renovation Project (PK2501) in the Amount of $36,960, for a New Total Contract Amount Not-to-Exceed $401,569.00, Funded by the Parks & Recreation Equipment/Capital Fund 609 And Appropriation of Funds
3. Resolution No. 11701 – A Resolution Authorizing an Appropriation of $68,409 in Donation Revenue and an Additional Appropriation of $37,875.80 from the Parks & Recreation Equipment/Capital Fund (Fund 609), for a Total Appropriation of $106,284.80 for Project Support Costs for the Castle Park Playground Renovation Project (PK2501)
4. Before and After Photos

Submitted,

Kelly Gonzalez, Parks & Recreation Director

Attachment 1

RESOLUTION NO. 11699

A RESOLUTION RATIFYING THE CITY MANAGER'S AUTHORIZATION TO EXECUTE A CONTRACT AMENDMENT WITH LEATHERS & ASSOCIATES FOR THE CASTLE PARK PLAYGROUND RENOVATION PROJECT (PK2501) IN THE AMOUNT OF $19,537.20, FOR A NEW TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $131,106.20, FUNDED BY THE PARKS & RECREATION EQUIPMENT/CAPITAL FUND 609 AND APPROPRIATION OF FUNDS

WHEREAS, the City of Folsom ("City") is replacing the aging wooden playground structures at Castle Park located at 201 Prewett Drive; and

WHEREAS, on October 10, 2025, the City Council adopted Resolution No. 11469 awarding a consultant services agreement to Leathers & Associates for playground design and community build support services for the Castle Park Playground Renovation Project (PK2501) in an amount not-to-exceed $111,569; and

WHEREAS, previously unanticipated additional superintendent oversight, coordination, and associated travel expenses were required during the pre-build and post-build phases of construction; and

WHEREAS, Contract Scope Amendment #1 in the amount of $10,854 corresponds to previously unanticipated superintendent services performed during the pre-build phase conducted March 23-25, 2026, and Contract Scope Amendment #2 in the amount of $8,683.20 corresponds to previously unanticipated superintendent services performed during the post-build phase conducted May 7-9, 2026; and

WHEREAS, due to a variety of challenges encountered during the community build process and the compressed timeline for the Project, the services described above were authorized and provided in advance of City Council approval; and

WHEREAS, City Council ratification of the authorization to amend the existing contract to account for the performance of these extra services and a corresponding appropriation of funds is now required; and

WHEREAS, the total cost of the extra work performed in association with Contract Scope Amendment #1 and Contract Scope Amendment #2 is $19,537.20, increasing the total contract amount to an amount not-to-exceed $131,106.20; and

WHEREAS, sufficient funding is available in the Parks and Recreation Equipment/Capital Fund 609; and

WHEREAS, this action is not a project under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378 because it involves administrative and contractual activities that will not result in a direct or indirect physical change in the environment; 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 ratifies the City Manager's authorization to execute a contract amendment with Leathers & Associates for the Castle Park Playground Renovation Project (PK2501) in the amount of $19,537.20, for a new total contract amount not to exceed $131,106.20, funded by the Parks & Recreation Equipment/Capital Fund (Fund 609).

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate $19,537.20 in the Park/Trail Maintenance/Rehabilitation Fund (Fund 609) for the Caste Park Playground Renovation Project (PK2501).

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

RESOLUTION NO. 11700

A RESOLUTION RATIFYING THE CITY MANAGER'S AUTHORIZATION TO EXECUTE CONSTRUCTION CONTRACT CHANGE ORDERS 1-6 WITH KYA FOR THE CASTLE PARK PLAYGROUND RENOVATION PROJECT (PK2501) IN THE AMOUNT OF $56,300, AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 7 WITH KYA FOR THE CASTLE PARK PLAYGROUND RENOVATION PROJECT (PK2501) IN THE AMOUNT OF $36,960 FOR A NEW TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $401,569.00, FUNDED BY THE PARKS & RECREATION EQUIPMENT/CAPITAL FUND 609 AND APPROPRIATION OF FUNDS

WHEREAS, the City of Folsom ("City") is replacing the aging wooden playground structures at Castle Park located at 201 Prewett Drive; and

WHEREAS, January 13, 2026, the City Council adopted Resolution No. 11538 authorizing a construction agreement with KYA for site work associated with the Castle Park Playground Renovation Project in an amount not-to-exceed $308,309 through the California Multiple Award Schedules (CMAS) cooperative purchasing program; and

WHEREAS, the original project funding included $55,609 from the Measure A Fund (Fund 276) and $257,755 from the Parks and Recreation Equipment/Capital Fund (Fund 609); and

WHEREAS, the approved project budget included a contingency amount of $5,055 that was applied only to the portion of work funded through the Measure A Fund (Fund 276); and

WHEREAS, unforeseen construction conditions, evolving site conditions, accelerated project scheduling, and coordination between multiple contractors, community partners, volunteers, and in-kind service providers resulted in previously unforeseen but necessary additional construction services and change orders totaling $93,260; and

WHEREAS, the approved contingency amount of $5,055 was insufficient to cover the full cost of the necessary change orders such that an appropriation of $88,205 is required; and

WHEREAS, due to a variety to challenges encountered during the community build process and the compressed timeline for the Project, these construction contract change orders were authorized and the work was performed in advance of City Council approval; and

WHEREAS, City Council ratification of the authorization to amend the existing construction contract to account for the performance of the work included within these change orders and an appropriation of funds is now required; and

WHEREAS, the construction contract change orders described above will increase the total contract amount to an amount not-to-exceed $401,569; and

WHEREAS, sufficient funding is available in the Parks and Recreation Equipment/Capital

Fund (Fund 609); and

WHEREAS, this action is not a project under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378 because it involves administrative and contractual activities that will not result in a direct or indirect physical change in the environment; 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 ratifies the City Manager's authorization to execute construction contract change orders no. 1-6 with KYA for the Castle Park Playground Renovation Project (PK2501) in the amount of $56,300 which includes existing contingency funds in the amount of $5,055, and authorizes change order no. 7 in the amount of $36,960 for a new total contract amount not-to-exceed $401,569, funded by the Parks & Recreation Equipment/Capital Fund (Fund 609).

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate $88,205 in the Park/Trail Maintenance/Rehabilitation Fund (Fund 609) for the Castle Park Playground Renovation Project (PK2501).

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 3

RESOLUTION NO. 11701

A RESOLUTION AUTHORIZING AN APPROPRIATION OF $68,409 IN DONATION REVENUE AND AN ADDITIONAL APPROPRIATION OF $37,875.80 FROM THE PARKS & RECREATION EQUIPMENT/CAPITAL FUND (FUND 609), FOR A TOTAL APPROPRIATION OF $106,284.80 FOR PROJECT SUPPORT COSTS FOR THE CASTLE PARK PLAYGROUND RENOVATION PROJECT (PK2501)

WHEREAS, the City of Folsom ("City") is replacing the aging wooden playground structures at Castle Park located at 201 Prewett Drive; and

WHEREAS, January 13, 2026, the City Council adopted Resolution No. 11538 authorizing a construction agreement with KYA for site work associated with the Castle Park Playground Renovation Project; and

WHEREAS, the City Council previously approved consultant services agreements and project appropriations necessary to support project design and construction activities; and

WHEREAS, during the course of the project, additional construction-related costs and project support expenses were incurred that were necessary to successfully complete the community build and overall project implementation; and

WHEREAS, these additional project costs included the purchase of tools and equipment utilized during community build activities, including drills, chop saws, and safety equipment; construction materials including lumber, bolts, screws, concrete, and related installation supplies; rental costs for the on-site construction trailer and storage containers; and miscellaneous volunteer support supplies including water, meals, name tags, and other coordination materials; and

WHEREAS, due to a variety of challenges encountered during the community build process and the compressed timeline for the Project, these additional project costs were authorized and incurred by staff in advance of an appropriation of funds by City Council; and

WHEREAS, Fund 609 has received $68,409 in cash contributions designated for the Castle Park Playground Renovation Project, and an appropriation is required to make these donated funds available for eligible project costs; and

WHEREAS, an additional appropriation of $37,875.80 from the available fund balance of the Parks & Recreation Equipment/Capital Fund (Fund 609) is required to fully fund the remaining project support costs; and

WHEREAS, the $68,409 appropriation of donation revenue and the $37,875.80 appropriation from the available Fund 609 fund balance provide a total appropriation of $106,284.80 under this resolution; and

WHEREAS, with this appropriation and the associated appropriations approved by City Council for this Project at the regular meeting of September 8, 2026, the total project budget for

the Castle Park Playground Renovation Project (Project PK2501) will increase by $214,027, from $935,201 to $1,149,228; and

WHEREAS, Fund 609 has received $68,409 in cash contributions from community partners, including Kids Play for Generations, Folsom Middle Management Group, and Little Folks University, which will help offset the requested appropriations; and

WHEREAS, sufficient funding is available in the Parks and Recreation Equipment/Capital Fund (Fund 609):

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the Finance Director to appropriate $106,284.80 in the Parks & Recreation Equipment/Capital Fund (Fund 609) for the Castle Park Playground Renovation Project (PK2501).

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 4

Attachment 4

Before and After Photos

BEFORE








FOLSOM
MINING Co.




CITY OF FOLSOM

AFTER









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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	New Business
ITEM TITLE:	Receive and Consider a Proposal from the Rotary Club of Folsom for Placement of an American Flagpole in the Historic Folsom Station Plaza and Provide Direction to Staff and Determination that the Project is Exempt from CEQA
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends receiving and considering a proposal from the Rotary Club of Folsom for placement of an American flagpole in the Historic Folsom Station Plaza, and provide direction to Staff, and determination that the project is exempt from CEQA.

BACKGROUND AND ANALYSIS

City staff was approached by Chuck and Conni Thompson, representatives of the Rotary Club of Folsom, to fund and install an American flagpole located at the Historic Folsom Station Plaza near the Folsom Railroad Turntable. The project advocates propose to install the flagpole and fill in an existing dirt filled planter space at this location. Staff would like to provide a brief presentation and allow the applicant to daylight the community benefit of the proposed project and potential fundraising opportunities. Should City Council approve the location on public property, the project proponents will apply for an encroachment permit through the Public Works Department and a building permit through the Community Development Department, both are subject to fees that may be waived under the City Council's authority.

POLICY / RULE

City policy requires permanent installations on real property be approved by the City Council. Additionally, Folsom Municipal Code 3.50.040 grants authority to City Council to set, modify, or adjust fees and service charges for the reasons of economic development, community benefit, or for any other lawful purpose.

FINANCIAL IMPACT

None identified. This project is proposed to be funded through the Folsom Rotary Club. Should the City Council decide to waive the associated permit fees, these minor amounts could be absorbed by the existing adopted budget.

ENVIRONMENTAL REVIEW

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines.

ATTACHMENT

Project Location, Visual Rendering, and Brick Fundraising Exhibit

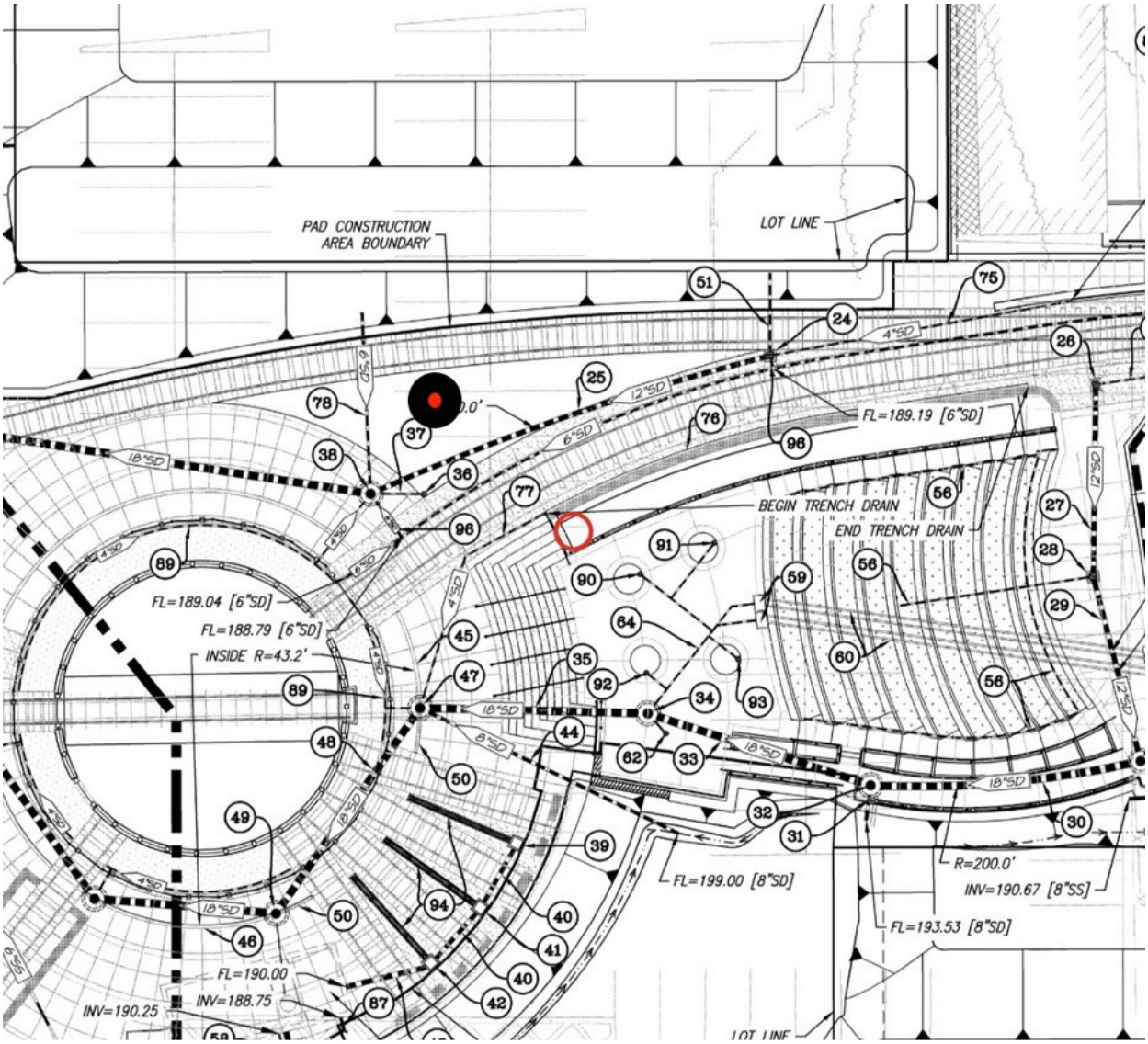
Respectfully Submitted,

Rebecca Neves, P.E.
Public Works Director/City Engineer

Attachment 1

Project Location, Visual Rendering, and Brick Fundraising Exhibit

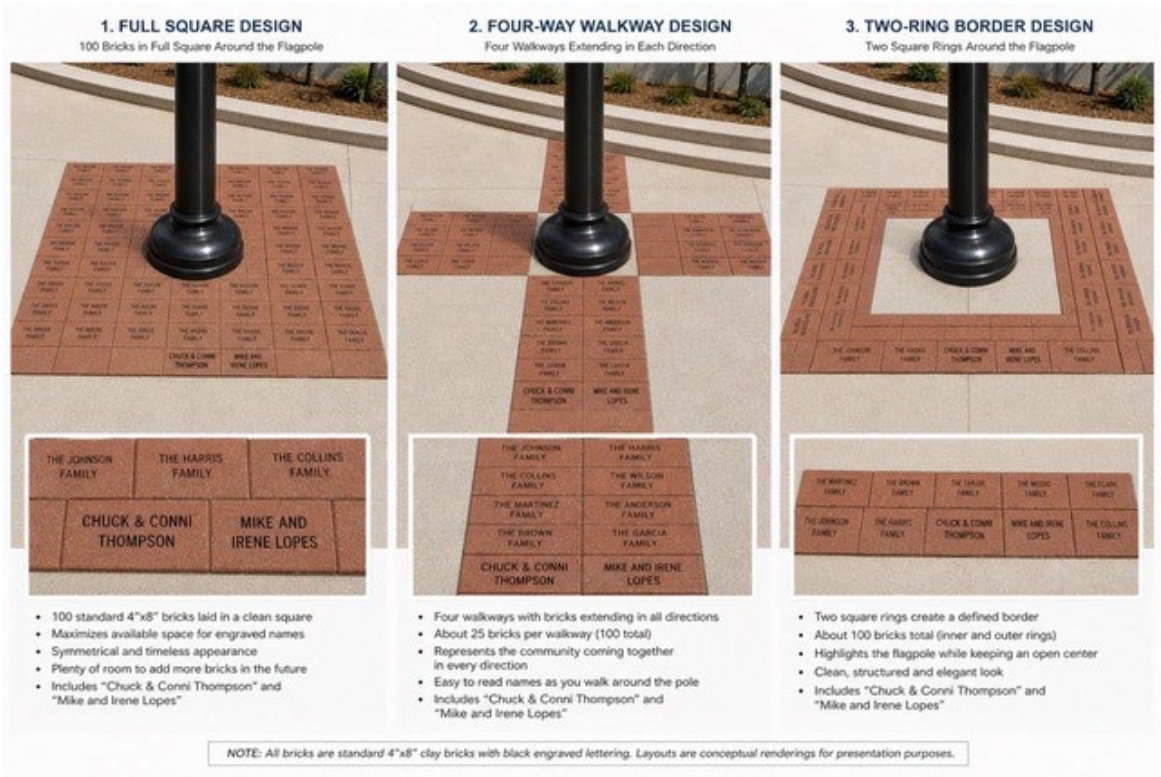
Proposed Flagpole Location



Visual Rendering of Proposed Flagpole



Potential Fundraising Mechanism for Purchase and Installation



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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	New Business
ITEM TITLE:	Presentation on AB 626 Micro-Enterprise Home Kitchen Operations and Direction to Staff
FROM:	Community Development Department

BACKGROUND / ISSUE

Effective January 1, 2019, California Assembly Bill 626 (AB 626) established Microenterprise Home Kitchen Operations (MEHKOs) as a new category of retail food facility. AB 377, enacted later in 2019, amended several provisions governing MEHKOs, including permitting, inspections, delivery, and Internet-based food service intermediaries.

A MEHKO is a small food business operated by a resident from a private home. Unlike a traditional cottage food operation, which generally involves non-potentially hazardous foods, a MEHKO may prepare and sell meals and other foods that would ordinarily be prepared in a commercial food facility. State law establishes specific operational and food-safety requirements while exempting MEHKOs from certain requirements that apply to conventional retail food facilities.

The Legislature gave cities and counties discretion to authorize MEHKOs. A local jurisdiction must adopt an ordinance or resolution establishing a permitting and inspection program before MEHKOs may obtain permits in that jurisdiction. Consequently, AB 626 does not automatically authorize MEHKOs throughout California; each jurisdiction must affirmatively elect to participate.

In Sacramento County, the Sacramento County Environmental Management Department (EMD) is the local environmental health agency responsible for food facility permitting and enforcement. The Sacramento County Board of Supervisors therefore has the authority to determine whether the County will establish a MEHKO program that would apply to all incorporated cities within Sacramento County, including Folsom.

In 2019, shortly after AB 626 became effective, the Folsom City Council received a presentation from Sacramento County Environmental Management Department staff regarding the new legislation and its potential implementation in Sacramento County.

At that time, the City Council considered the potential economic and entrepreneurial benefits of MEHKOs, as well as potential impacts associated with operating food businesses from residential properties. These concerns included increased customer activity, vehicle trips, parking demand, noise, odors, waste, deliveries, and the difficulty of enforcing requirements applicable to businesses operating from private residences.

Following that discussion, the City Council directed staff to recommend that the Sacramento County Board of Supervisors not authorize MEHKOs in Sacramento County. The City's position was consistent with the position taken by all other incorporated cities in Sacramento County at that time. As a result, Sacramento County has not authorized a countywide MEHKO program.

Since the new law went into effect seven years ago, 17 of the 58 counties in California (and two cities with independent health jurisdiction) have adopted MEHKO Ordinances with a variety of results. Sacramento County Board of Supervisors is again seeking input from the incorporated cities regarding whether Sacramento County should authorize MEHKOs. This report provides updated information regarding the State's MEHKO framework, potential land-use implications, permitting and enforcement considerations, and experience from jurisdictions that have implemented MEHKO programs.

ANALYSIS

AB 626 establishes a statewide regulatory framework allowing local jurisdictions to authorize Microenterprise Home Kitchen Operations (MEHKOs). A permitted MEHKO may prepare and sell food directly to consumers from a private residence, subject to State and local food-safety requirements.

MEHKOs are subject to permitting, inspection, food-safety, and operational requirements that distinguish them from conventional restaurants. Among other requirements:

- The operator must obtain a permit from the local environmental health agency and pass an initial inspection.
- The applicant must submit standard operating procedures addressing food types, preparation and handling, sanitation, temperature control, and operating days and hours.
- Food generally must be prepared, cooked, and served on the same day.
- Production is limited to 30 meals per day or 60 meals per week.
- The operator may have no more than one full-time-equivalent employee, in addition to family or household members.
- MEHKOs must comply with applicable food manager certification and food-handler requirements.
- The annual gross-sales limit, originally established at $50,000, has been increased through subsequent legislation and inflation adjustments. The California Department of Public Health identified the adjusted limit as $107,121 for 2025.

- Sales are generally limited to direct transactions between the MEHKO and the consumer, with restrictions on third-party delivery services.

MEHKOs are also subject to a modified inspection framework. Following the initial inspection, routine inspections are generally limited, although additional inspections may occur when the enforcement agency has a valid reason to suspect unsafe food, receives a complaint, or identifies another violation. The local enforcement agency may also renew permits and establish fees sufficient to recover reasonable administrative costs.

This framework provides food-safety oversight but differs from the regulatory requirements and inspection practices applicable to conventional restaurants. The distinction is important because food-safety enforcement does not necessarily address neighborhood impacts such as parking, traffic, noise, odors, or compatibility with surrounding residential uses.

Potential Neighborhood Impacts

The City's primary concern is not the preparation of food itself, but the potential for a residential property to function, in part, as a commercial food establishment. Traditional home occupations are generally characterized by limited customer activity and minimal impacts on surrounding properties. A MEHKO, by comparison, may involve the preparation and sale of meals to members of the public, customer pickup, on-site consumption, and delivery by the operator or household members.

Potential neighborhood impacts include:

- Increased vehicle trips associated with customers, employees, and deliveries;
- Additional parking demand on residential streets;
- Customer arrivals and departures during evening or weekend hours;
- Noise associated with customer activity and deliveries;
- Food-related odors;
- Increased solid waste and recycling;
- Increased use of residential utility and waste-management infrastructure; and
- Potential conflicts between commercial activity and the residential character of surrounding neighborhoods.

Although the impacts of an individual MEHKO may be relatively minor, the City must also consider the cumulative effect of multiple operations distributed throughout residential neighborhoods.

AB 626 further allows a MEHKO to provide an on-site consumer eating area within the permitted premises. This could result in a residential property functioning in ways that are more comparable to a small restaurant than a traditional home occupation.

Restrictions on third-party delivery services may reduce some potential impacts, but they do not eliminate customer trips, pickup activity, or deliveries conducted by the operator or household members.

Limitations on Local Regulation
The City's existing home occupation regulations are intended to allow appropriate businesses to operate from residences while preserving the residential character of neighborhoods. MEHKOs present a unique challenge because State law significantly limits the City's ability to apply those traditional land-use controls.

If Sacramento County authorizes a MEHKO program, State law would prevent the City from prohibiting a permitted MEHKO, requiring a zoning permit or rezoning, or imposing zoning-based restrictions on a MEHKO operating within a residential dwelling.

Consequently, the City would have limited ability to use its normal zoning and home occupation regulations to address the neighborhood impacts associated with MEHKOs. Authorization of a County program could therefore create a category of commercial food activity in residential neighborhoods that does not align with the City's existing land-use framework.

Administration and Enforcement
If Sacramento County establishes a MEHKO program, the County Environmental Management Department would administer the food-safety permitting program, including application review, initial inspections, permit issuance, complaint response, and enforcement of applicable food-safety requirements.

AB 626 provides enforcement mechanisms, including inspections based on complaints or other reasonable grounds to suspect violations, permit renewal requirements, and administrative fees. However, these mechanisms are primarily directed toward food safety and do not provide equivalent tools for addressing neighborhood concerns such as parking, traffic, noise, odors, or compatibility with residential uses.

Effective implementation would therefore require adequate County staffing, permitting resources, complaint-response procedures, and coordination with local jurisdictions. The City is concerned that a new County regulatory program may not include sufficient resources to address the broader impacts associated with home-based commercial food operations.

AB 626 also establishes requirements for Internet Food Service Intermediaries (IFSIs), including registration with the California Department of Public Health and disclosure of MEHKO permit information. These requirements provide additional consumer protections and facilitate the reporting of certain food-safety complaints, but they do not address the City's broader land-use concerns.

Experience in Other Jurisdictions
Since AB 626 took effect, several California jurisdictions have authorized MEHKO programs. As of 2026, available statewide tracking identifies approximately 17 counties, as well as the cities of Berkeley and Long Beach, as having authorized programs, although implementation varies by jurisdiction.

Experience elsewhere indicates that MEHKOs can provide a lower-cost entry point into the food-service industry and create opportunities for entrepreneurs who may not otherwise have the

resources to establish a conventional restaurant. At the same time, jurisdictions have reported varying administrative, permitting, and code-enforcement considerations.

For example, Contra Costa County's evaluation of its MEHKO pilot reported 34 operators seeking renewal in 2026 and two food-safety complaints during the pilot period, with no reported foodborne illness complaints. The County nevertheless identified code-enforcement issues, including investigations involving unpermitted food operations.

These experiences indicate that MEHKOs can operate with food-safety safeguards, while also demonstrating the importance of adequate administrative and enforcement resources.

Conclusion
Staff recognize the economic-development benefits of MEHKOs. The model can reduce the cost and regulatory barriers associated with entering the food-service industry, allow entrepreneurs to test business concepts before making the substantially greater investment required for a commercial restaurant, and expand access to culturally diverse foods.

However, the City must balance these benefits against its responsibility to preserve the character and livability of residential neighborhoods. In staff's assessment, the economic-development benefits of MEHKOs do not outweigh the potential neighborhood impacts and the administrative and enforcement challenges associated with a program over which the City would have limited land-use control.

Of particular concern is the State's limitation on local zoning authority. If Sacramento County authorizes MEHKOs, the City would have limited ability to apply its existing home occupation and zoning standards to address traffic, parking, noise, odors, and other neighborhood impacts.

AB 626 establishes a statewide food-safety framework with permitting, inspection, and complaint-response requirements, but it also creates a regulatory structure that differs from conventional commercial food facilities and significantly limits local regulation of permitted MEHKOs.

Sacramento County has not adopted a MEHKO program. Given the potential for increased commercial activity in residential neighborhoods, the limitations on local land-use regulation, and the additional administrative and enforcement challenges associated with the program, staff recommends that the City maintain its existing position and not support authorization of a County MEHKO program at this time.

RECOMMENDATION

Staff recommend that City Council reaffirm its opposition to Assembly Bill 626, which authorizes Microenterprise Home Kitchen Operations within residential neighborhoods and recommend to Sacramento County Board of Supervisors that they continue to "opt out" of MEHKO program established by AB626.

ATTACHMENT

Sacramento County MEHKOs Frequently Asked Question

Submitted,



Pam Johns, Community Development Director

ATTACHMENT 1

Sacramento County MEHKOs Frequently Asked Question

SACRAMENTO COUNTY
Environmental Management Department
Protecting Public Health and the Environment

11080 White Rock Road, Suite 200
Rancho Cordova, CA 95670
(916) 875-8440 ● **EMD.saccounty.gov**

Microenterprise Home Kitchen Operations (MEHKOs) Frequently Asked Questions (FAQs)

Background:

The California Health and Safety Code (i.e. California Retail Food Code) was recently amended to establish a “microenterprise home kitchen operation” as a new type of retail food facility. A MEHKO, if authorized by the local governing body of an enforcement agency (i.e. local environmental health jurisdiction) would allow the enforcement agency to issue a permit to an individual to operate a restaurant in their private home.

Permitting:

Q: What is a Microenterprise Home Kitchen Operation?

A: It is a type of food service operated by a resident from a private home where food is prepared, cooked and served to consumers on the same day. Food is to be consumed onsite, picked up or be delivered to the consumer within a safe time period (i.e. within 30 minutes without hot-holding equipment).

Q: When does the MEHKO law go into effect?

A: While the law became effective January 1, 2019, unless a local governing body such as a County authorizes this type of food facility, a permit will not be able to be issued by the local environmental health jurisdiction.

Q: Do I need a permit to operate a MEHKO?

A: Yes, a permit shall be obtained from the local environmental health jurisdiction prior to operating a MEHKO.

Q: How do I obtain a permit?

A: To obtain a permit, submit a permit application, Standard Operational Procedures (SOP) and payment to the environmental health jurisdiction where the MEHKO is located. The submitted packet will be reviewed and an inspection of the MEHKO will be scheduled. If approved, a permit will be issued. Fees will vary depending on the local ordinance and fee schedule.

Q: How long does the application process take for a MEHKO?

A: The application process is determined by the level of detail and completeness of the application package. The standard application process for MEHKOs is up to 20 calendar days if the application package is complete and the level of detail in the operational procedures is included to demonstrate compliance with the law.

Q: I have a MEHKO permit for my current residence and will be moving. Is my permit still valid for my new residence?

A: No, permits are not transferable to other people or other locations. Permits that are issued by the environmental health jurisdiction are only valid for the person, location and type of food service initially approved. If the food permittee moves, changes their menu or type of food

service, a new permit application will need to be submitted for approval by the local environmental health jurisdiction.

Q: Can multiple MEHKO permits be issued for two residents?

A: Only one MEHKO may operate from a private residence. Permits are specific for the person, location and type of food service to be offered.

Q: What information is required in a MEHKO's standard operating procedures?

A: A MEHKO's standard operating procedures shall include:

- All food types or products (e.g. menu items) that will be handled.
- The proposed procedures and methods of food preparation and handling.
- Procedures, methods, and schedules for cleaning utensils, equipment, and for the disposal of refuse.
- How food will be maintained at the required holding temperatures, pending pickup by the consumer and during delivery.
- Proposed days and times when the home kitchen may potentially be utilized as a MEHKO.
- Will the food be served on site, delivered, picked up or all of the above.

Q: Can a permitted Cottage Food Operator (CFO) also operate as a MEHKO?

A: No, a CFO is restricted to non-potentially hazardous foods and cannot serve food from a private home.

Q: What is the difference between a Cottage Food Operation (CFO) and a Microenterprise Home Kitchen Operation (MEHKO)?

A: A CFO is restricted to preparing and selling only non-potentially hazardous foods that have been approved by the California Department of Public Health which may be sold directly or indirectly to the consumer whereas a MEHKO allows for the limited preparation of potentially hazardous foods for onsite consumption or delivery when permitted by the local environmental health jurisdiction.

Q: Who is the "local enforcement agency" for MEHKOs?

A: The local enforcement agency for food facilities, including MEHKOs, in Sacramento County is the Environmental Management Department.

Q: How often will a MEHKO be inspected by the local environmental health jurisdiction?

A: After the initial permitting inspection, a MEHKO may be subject to one routine inspection per fiscal year. Additional inspections may be conducted in response to a consumer complaint, or reason to suspect that adulterated or otherwise unsafe food has been produced or served.

Q: What areas of the MEHKO will be permitted and inspected?

A: The areas of a MEHKO that will be permitted and inspected include the home kitchen, onsite consumer eating area, food storage, utensils and equipment, toilet room, cleaning facilities, and refuse storage area (this includes garbage, recycling and composting areas).

Q: What happens if a customer complains after eating at or purchasing food and beverages from a MEHKO?

A: The Environmental Health Specialist may conduct an onsite inspection to investigate the alleged complaint. Fees may be assessed by the local environmental health jurisdiction for the investigation.

Q: What information is available to assist a MEHKO to operate in a safe and healthy way?

A: The local environmental health jurisdiction is a g[illegible]urce to obtain information.

Q: Is a letter grade/placard required to be posted at a MEHKO like it is at a permanent food facility or a mobile food facility?

A: The law exempts a MEHKO from any local grading system. Inspection report data and violation information relating to any inspections conducted at a permitted MEHKO can be found at https://inspections.myhealthdepartment.com/sacramento.

Q: How would the public know if a MEHKO has an approved permit?

A: A MEHKO is required to display their permit, or a legible copy, during hours of operation. Customers can also visit https://inspections.myhealthdepartment.com/sacramento to determine if a MEHKO has a valid permit.

Operations:

Q: Who is considered a resident?

A: A resident is an individual who lives in a private home (such as a single home, apartment, duplex, or condominium) when not elsewhere for work or temporary basis (i.e. vacation).

Q: Can a MEHKO operate as a Caterer?

A: No, a MEHKO is prohibited from operating a Catering Operation. Only permanent food facilities approved for food preparation (such as a restaurant, banquet facility or other approved commercial kitchen) can conduct catering operations.

Q: Who can I sell my food to?

A: Food must be sold directly to a consumer for onsite consumption or delivery and not to a wholesaler or retailer.

Q: Can a MEHKO sell or give away food products at a temporary event or certified farmer's markets?

A: No, a MEHKO cannot sell food products at a temporary event or certified farmer's market. A MEHKO is limited to selling food directly to a consumer for onsite consumption or delivery.

Q: Can a MEHKO sell to any wholesaler or retailer?

A: No, a MEHKO can only sell food directly to consumers, through an internet Web site, or a mobile application of an Internet food service intermediary (see FAQ further in the document for the definition of an internet food service intermediary).

Q: Can a MEHKO advertise in front of the residence?

A: No, the MEHKO is prohibited from posting signage or other outdoor displays advertising the MEHKO from a residence.

Q: Can a MEHKO advertise online?

A: Yes, a MEHKO can utilize an internet food service intermediary or other online platform that lists or promotes the MEHKO on its internet web site or mobile application.

Q: Can a MEHKO advertise using print media?

A: Yes, a MEHKO can advertise in a newspaper or other print media. The MEHKO must clearly identify the name of the local enforcement agency that issued the permit, the permit number along with the following statement "Made in a Home Kitchen" in a conspicuous font and location within the advertisement.

Q: If there are complaints about odors, traffic, parking, and/or excessive noise, what agency should be notified?

A: Any complaints involving nuisance concerns can be reported directly to the local city's Code Enforcement Department, or for MEHKOs in the unincorporated areas, to the County Code Enforcement Program.

Q: Can a MEHKO utilize a third-party online delivery service, such as Uber Eats or DoorDash to deliver food?

A: MEHKO is not allowed to utilize any third-party delivery service except for an individual who has a physical or mental condition which limits them to access the food without a third-party delivery service.

Food Service:

Q: What type of food service is the MEHKO permitted to do?

A: A MEHKO can prepare and sell foods that have been approved by the local environmental health jurisdiction for same day onsite consumption or delivery.

Q: What are the menu limitations on a MEHKO?

A: A MEHKO business may not prepare food or beverages that:

- Involve the production, service, or sale of raw milk or raw milk products.
- Involve the service or sale of raw oysters.
- Involve food processes that require a Hazard Analysis Critical Control Point Plan (see follow-up question below for more information).

Q: Can a MEHKO make and sell ice cream or other milk products?

A: No. The California Department of Food and Agriculture requires a license and specific requirements for the manufacturing of ice cream or dairy based foods. A residential home will not be able to meet those requirements. This does not prohibit a MEHKO from utilizing dairy products such as pasteurized milk purchased from an approved source as an ingredient in a food product.

Q: Can homegrown fruits and vegetables be used in a MEHKO?

A: Yes, however, care should be taken to ensure all fruit and produce is grown and handled using best management practices associated with a community food producer and all produce must be thoroughly washed prior to use.

Q: Can a MEHKO add cannabis, CBD, or Kava to a food product as part of their operation?

A: No, only approved food additives may be used as an ingredient in food preparation. At this time, cannabis, CBD and Kava have not been approved as a food additive by the Food and Drug Administration.

Q: Can a MEHKO donate food?

A: A MEHKO may donate food to a food bank or to any other charitable nonprofit organization if the food has been handled in compliance with the California Retail Food Code and is donated the same day it is prepared.

Q: Can I keep leftovers to serve the next day?

A: Leftovers can't be served the next day as part of the MEHKO operation.

Q: Can a MEHKO package food or beverages?

A: A MEHKO may portion food into containers for same day pick up or delivery service.

Q: Are commercial equipment and/or appliances required in a MEHKO?

A: No, commercial equipment and/or appliances are not required as long as the equipment/appliances are maintained clean and ar working order.

Q: Are there any special requirements regarding a private residential water well?

A: Yes, only potable water from a properly constructed and maintained onsite well or municipal water system can be used. Bacteriological tests (quarterly), Nitrates (annually), Nitrites (every 3 years), and constituents of concern such as Fluoride and Arsenic (once) may be required by the local enforcement agency.

Q: Can a MEHKO operate an open-air barbecue or an outdoor wood-burning oven?

A: Yes, a MEHKO may operate an open-air barbecue or an outdoor wood-burning oven as long as the barbecue or oven is operated on the same premises as a MEHKO, is separated from public access, and meets the requirements of California Retail Food Code Section 114143.

Q: Are restrooms required to be available for MEHKO customers?

A: Yes, clean toilet facilities, in good condition, shall always be available for employees and for consumers when there is onsite consumption.

Q: Can alcoholic beverages be served or sold from a MEHKO?

A: Contact Department of Alcohol Beverage at https://www.abc.ca.gov/.

Employees and Record Keeping:

Q: What is the definition of a food employee?

A: A food employee is an employee who works with food, food equipment or utensils, or food contact surfaces.

Q: Are family or household members considered food employees?

A: No, family members and household members are not considered food employees of a MEHKO but are still subject to food safety rules.

Q: What are the limitations for a MEHKO to hire food employees?

A: A MEHKO may have no more than one (1) full time equivalent food employee.

Q: What food safety certificates are required to operate a MEHKO?

A: The operator of the MEHKO shall successfully pass an approved and accredited food safety examination by the American National Standards Institute as meeting the requirements of the Conference for Food Protection's Standards for Accreditation of Food Protection Manager Certification Programs and any individual, other than the operator, who is involved with the preparation, storage, or service of food in a MEHKO shall obtain an approved food handler card. A food employee that has a valid food safety manager certificate is not required to obtain a food handler card.

Q: What are the sales limitations of a MEHKO?

A: The MEHKO shall have no more than $100,000 in verifiable (ex. invoices) gross annual sales. Records of all sales must be kept so that compliance with this limitation can be verified.

Q: What records are required to be maintained for review by the local environmental health jurisdiction?

A: The MEHKO shall maintain the following documents onsite for review during an inspection:

- Written standard operating procedures that include a menu, and hours of operation.
- The permit to operate, or an accurate copy, shall be always displayed onsite when the MEHKO is in operation.
- Valid certificate of the food safety manager certification for the operator and a valid food handler card(s) or food safety manager certi[illegible]r any food employees.

- A copy of the valid driver's license of a person delivering food on behalf of the MEHKO.
- A copy of the most recent inspection report.
- Copies of the MEHKO financial records as it relates to the gross annual sales.

Q: What if I want to change my menu after I have obtained a permit as a MEHKO?

A: If the proposed menu change requires new equipment or additional food storage capacity, an updated SOP may be required by the local enforcement agency. Contact the local enforcement agency to determine what may be required before changing the menu.

If you have any questions that have not been answered in these FAQs, or if additional clarification is needed, please email EMD at MEHKO@saccounty.gov or call us at 916-875-8440.

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	New Business
ITEM TITLE:	Resolution No. 11697 – A Resolution Accepting the Notice of Completion for the Community Facilities District No. 18 Phase 2 Water Improvements Project (Phase 2A) with a Construction Total of $18,552,386, Authorizing an Appropriation of $44,778 from the Road Maintenance and Rehabilitation Fund (Fund 235), and Authorizing the Chief Financial Officer/Finance Director to Release All Remaining Retention for Said Project.
FROM:	Utilities Department

RECOMMENDATION / CITY COUNCIL ACTION

The Utilities Department recommends that the City Council pass and adopt Resolution No. 11697 – A Resolution Accepting the Notice of Completion for the Community Facilities District No. 18 Phase 2 Water Improvements Project (Phase 2A) with a Construction Total of $18,552,386 Authorizing an Appropriation of $44,778 from the Road Maintenance and Rehabilitation Fund (Fund 235), and Authorizing the Chief Financial Officer/Finance Director to Release All Remaining Retention for Said Project.

BACKGROUND / ISSUE

On October 8, 2024, City Council approved Resolution No. 11270 with Mozingo Construction, Inc. for the construction of the Phase 2 Water Improvements Project (Phase 2A) and Appropriation of Funds from the Community Facilities District No. 18. This work generally consisted of:

- Additional potholing as needed to identify utility conflicts.
- Development of Traffic Control Plans for work covered in the project plans and specifications.
- Construction of approximately 18,500 L.F. of new 24” pipeline along the Oak Avenue and East Bidwell corridors.
- Construction of tie-ins to existing pipelines at the water treatment plant, Scholar Way and Broadstone Parkway.

- Trail modifications, grading, paving, drainage system modifications, and tree protection.

On November 11, 2024, City Council approved Resolution No. 11284 with Dewberry, Inc. for construction management and inspection services of the Phase 2 Water Improvements Project (Phase 2A) and Appropriation of Funds from the Community Facilities District No. 18. This work generally consisted of full-time, on-site inspection, resident engineering services, project constructability review, pre and post construction documentation, project schedule tracking, review and/or coordination of project submittals, labor compliance review, customer coordination, materials testing, and overall owner representation throughout construction. Work also included the following support from sub-consultants to Dewberry, Inc.

- Arborist services from ECORP.
- Surveying services from R.E.Y. Engineers, Inc.
- Materials testing services from ENGEO.
- Communications and outreach services from AIM Consulting.
- Storm Water Pollution Prevention Plan (SWPPP) services from VERUX.
- Engineering services during construction from HydroScience.

On October 28, 2025, City Council approved Resolution 11493 for the addition of maintenance paving on Iron Point Road as part of a necessary road closure scheduled to complete the original contract work and Appropriation of Funds from the Road Maintenance and Rehabilitation Fund (Fund 235). This work consisted of a grind and overlay maintenance paving of the existing asphalt and striping on Iron Point Road from East Bidwell Street to Cavitt Drive. The contractor did encounter some subbase failures during the work and repairs were necessary, including installation of Glaspave paving mat to reinforce the roadway section. This additional and unforeseen work led to an overage of $44,778 and the need for an additional appropriation from the Road Maintenance and Rehabilitation Fund (Fund 235) as included under the recommended action.

POLICY / RULE

Section 7.30 of the City's General Provisions for public works projects states that the acceptance of the project work shall only be made by written formal acceptance by the City through a Notice of Completion recorded with the County of Sacramento. This indicates that the work is fully and satisfactorily completed and that the provisions of the contract documents were fully and satisfactorily performed in all respects.

ANALYSIS

When public works projects are completed by a Contractor the City will issue a Notice of Completion to begin the two-year warranty period per the City's General Provisions. Based on the work completed by Mozingo Construciotn, Inc. and on the City's formal acceptance of the Community Facilities District No. 18 Phase 2 Water Improvements Project (Phase 2A), the Notice of Completion (NOC) was issued on March 10, 2026 and is shown in Attachment 2. Below is a summary of the project costs associated with CFD No. 18.

Project Services	Bid Amount	Projected Final Amount	Delta
Construction	$18,485,246	$18,552,386	($67,140)
Construction Management and Inspection (arborist, materials testing, surveying, communications and outreach, engineering services during construction, and stormwater pollution prevention)	$2,909,198	$1,445,000	$1,464,198
Prior project costs (design, environmental, planning)	N/A	$2,188,839	N/A
CFD No. 18 Project Proceeds		$25,800,000	
Approximate CFD No. 18 Proceeds Remaining		$3,613,775	

Table 1: CFD No. 18 Overall Project Budget



Figure 1. CFD No. 18 Project Location Map

Construction Photos










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270°W (T) 38°40'58"N, 121°8'49"W ±39ft ▲421ft
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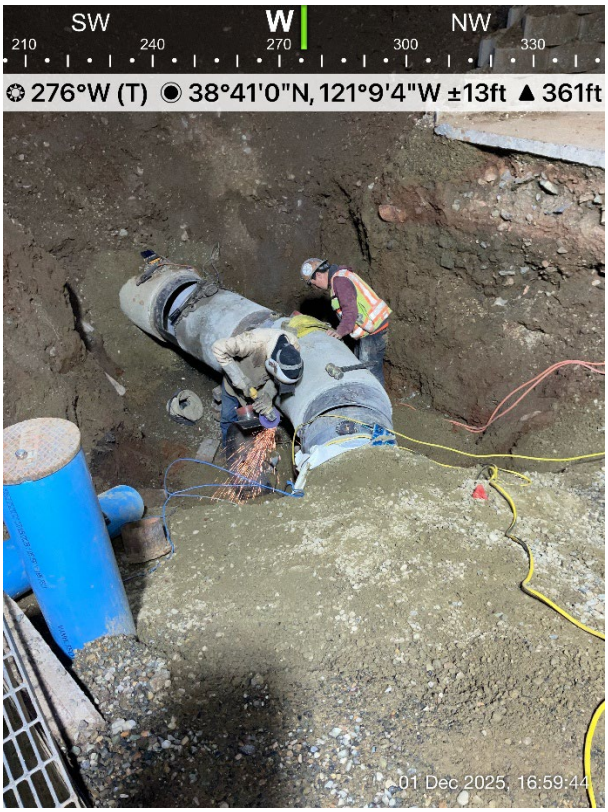


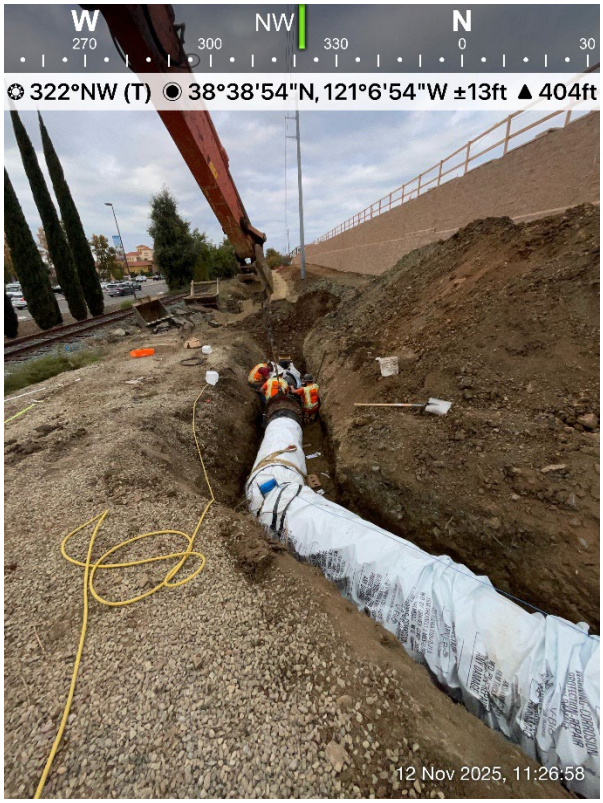



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FINANCIAL IMPACT

An appropriation in the amount of $44,778 in the Road Maintenance Rehabilitation fund (Fund 235) is required to cover additional costs incurred during the paving work due to unforeseen subbase failures. Sufficient funds are available in the Road Maintenance Rehabilitation fund (Fund 235) to support the requested appropriation.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1. Resolution No. 11697 – A Resolution Accepting the Notice of Completion for the Community Facilities District No. 18 Phase 2 Water Improvements Project (Phase 2A) with a Construction Total of $18,552,386, Authorizing an Appropriation of $44,778 from the Road Maintenance and Rehabilitation Fund (Fund 235), and Authorizing the Chief Financial Officer/Finance Director to Release All Remaining Retention for Said Project.

2. Notice of Completion for the Phase 2 Water Improvements Project (Phase 2A) for filing with the Sacramento County Recorder's Office.

Submitted,

Marcus Yasutake, Director
UTILITIES DEPARTMENT

Attachment 1

RESOLUTION NO. 11697

A RESOLUTION ACCEPTING THE NOTICE OF COMPLETION FOR THE COMMUNITY FACILITIES DISTRICT NO. 18 PHASE 2 WATER IMPROVEMENTS PROJECT (PHASE 2A) WITH A CONSTRUCTION TOTAL OF $18,552,386, AUTHORIZING AN APPROPRIATION OF $44,778 FROM THE ROAD MAINTENANCE AND REHABILITATION FUND (FUND 235), AND AUTHORIZING THE CHIEF FINANCIAL OFFICER/FINANCE DIRECTOR TO RELEASE ALL REMAINING RETENTION FOR SAID PROJECT

WHEREAS, the City has identified this project as a priority to maintain the integrity and operation of the water distribution system; and

WHEREAS, the work is fully and satisfactorily complete and the provision of the contract documents were fully and satisfactorily complete including additional maintenance paving on Iron Point Road; and

WHEREAS, the project was completed ahead of schedule; and

WHEREAS, the City issued a Letter of Acceptance to Mozingo Construction, Inc. on March 10, 2026; and

WHEREAS, the project is now ready to record the Notice of Completion and release all remaining retention.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom accepts the Notice of Completion for the Community Facilities District No. 18 Phase 2 Water Improvements Project (Phase 2A) with a construction total of $18,552,386, and Authorizes the Chief Financial Officer/Finance Director to Release All Remaining Retention for Said Project.

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate $44,778 for this project in the Road Maintenance Rehabilitation Fund (Fund 235) for the additional costs incurred during the paving work due to unforeseen subbase failures.

PASSED AND ADOPTED this 8th day of September 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

For the benefit of the City of Folsom pursuant to Government Code §6103

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

City of Folsom
NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT the City of Folsom, **OWNER in fee,** located at 50 Natoma Street, Folsom, CA 95630 accepted completion of the **City of Folsom Community Facilities District No.18 Phase 2A Water Improvements Project.**

On December 4, 2025, substantial completion and acceptance of the pipeline was completed, and on **March 10, 2026,** the remaining work of improvement on the real property herein described was completed. Completion of all work involved with the construction of the **City of Folsom Community Facilities District No.18 Phase 2A Water Improvements Project** at **various locations along the Oak Parkway Trail Corridor, Oak Avenue Parkway, and East Bidwell Street** within the City **of Folsom, County of Sacramento, State of California** performed by **Mozingo Construction, Inc.,** the original Contractor.

City of Folsom

Vaughn Fleischbein, Principal Engineer

VERIFICATION

I, the undersigned, say:

I am Marcus Yasutake, the Director of the Utilities Department of the City of Folsom;

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 14, 2026, at 50 Natoma Street, Folsom, California.

Marcus Yasutake, Utilities Director

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	New Business
SUBJECT:	Ordinance No. 1376- An Ordinance of the City of Folsom Adding Chapter 10.44 of the Folsom Municipal Code Regarding E-bikes and E-Conveyances (Introduction and First Reading)
FROM:	Police Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council introduce and conduct the first reading of Ordinance No. 1376- An Ordinance of the City of Folsom Adding Chapter 10.44 of the Folsom Municipal Code Regarding E-Bikes and E-Conveyances (Introduction and First Reading)

BACKGROUND / ISSUE

Over the past five years, sales of electric conveyances have increased dramatically nationwide. These include e-bikes, e-scooters, e-motorcycles, and other single-rider electric devices, with 2 million units reportedly sold in 2025. The Police Department has experienced a significant rise in calls for service involving e-conveyance riders, particularly juveniles, on roadways, in City parks, and on bike paths. These calls often involve dangerous, threatening, or destructive behavior.

In response to the increase in calls for service related to these vehicles as well as an increase in collisions involving them, Traffic and School Resource Officers implemented education campaigns beginning in 2023 and those continue today. Folsom Police Department has worked closely with the school district to educate children and parents about e-conveyance laws and we have utilized social media and traditional media outreach. Additionally, they have issued warning tickets and traffic citations for violations. Patrol officers have engaged in a proactive enforcement campaign this year, have issued citations, towed e-motorcycles, and made arrests for crimes perpetrated by persons on these vehicles.

Despite these efforts, complaints and reports of unsafe riding and damage to City parks from some e-conveyance users continue. Many cities across the state are implementing local ordinances to address improper riding behaviors and limit the use of e-bikes in city parks.

POLICY / RULE

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

ANALYSIS

Staff proposes a narrowly tailored ordinance that addresses improper or dangerous riding behaviors and prohibits riding within City parks unless signage at the park states that it is specifically authorized. In drafting this ordinance, we consulted with City Parks and Recreation, Trail Planning, Folsom Cordova Unified School District, California State Parks, businesses and a local nonprofit cycling organization. This collaboration helped ensure the ordinance is well crafted and allows for safe, appropriate e-conveyance use by riders of all ages.

This ordinance generally restricts riding in parks, playgrounds, and schools while allowing the people managing these sites to designate e-conveyance paths or use areas.

FINANCIAL IMPACT

This ordinance is expected to generate minimal revenue from fees and fines. Enforcement operational costs are already budgeted within normal personnel and equipment expenses.

ATTACHMENT

Ordinance No. 1376 - An Ordinance of the City of Folsom Adding Chapter 10.44 of the Folsom Municipal Code Regarding E-Bikes and E-Conveyances (Introduction and First Reading)

Submitted,

_____

Adam Green, Chief of Police

Attachment 1

ORDINANCE NO. 1376

AN ORDINANCE OF THE CITY OF FOLSOM ADDING CHAPTER 10.44 OF THE FOLSOM MUNICIPAL CODE REGARDING E- BIKES AND E-CONVEYANCES

WHEREAS, the regulation of electric bicycles and electric conveyances are a public safety concern; and

WHEREAS, operators and riders of these devices involved in traffic collisions suffer more serious injuries when compared to traditional bicycle and vehicle collisions; and

WHEREAS, the State of California Vehicle Code provides authority for local agencies to regulate the use of electric bicycles and similar conveyances; and

WHEREAS, changes and amendments to the California Vehicle Code have limited the types of conduct that local agencies may regulate through ordinance; and

WHEREAS, the City Council now desires to regulate the use of electric bicycles and electric conveyances on public property, including streets, highways, bicycle lanes, sidewalks, property owned by the City, off-street parking facilities, parks, and other public spaces.

NOW, THEREFORE, the City Council of the City of Folsom does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this ordinance is to add chapter 10.44, "Electric Bicycles and Electric Conveyances", to the Folsom Municipal Code. This ordinance regulates the locations electric bicycles and other conveyances can be used and prohibits specific unsafe riding actions.

SECTION 2 ADDITION TO CODE

Chapter 10.44, "Electric Bicycles and Electric Conveyances", is hereby added to the Folsom Municipal Code to read as follows:

Chapter 10.44
ELECTRIC BICYCLES AND ELECTRIC CONVEYANCES

Sections:

10.44.010 Purpose and intent.
10.44.020 Definitions.
10.44.030 Enforcement.
10.44.040 Prohibited and unsafe operation.
10.44.050 Parking.
10.44.060 Electric bicycle specifications; tampering prohibited.

10.44.010 Purpose and intent.

This chapter is enacted for the purpose of regulating the operation and parking of electric bicycles and electric conveyances on sidewalks, pedestrian facilities, bicycle lanes, public property, and public rights-of-way within the City. It is adopted pursuant to the authority reserved to local agencies under the California Vehicle Code and the City's police powers. This chapter is not intended to duplicate, contradict, or regulate any matter covered by the Vehicle Code or other applicable state law fully occupying the field, and shall be construed consistently with state law. Where state law governs the operation or equipment of a device, this chapter supplements state law only to the extent local regulation is authorized.

This chapter is not intended to regulate the use of electrically motorized mobility devices utilized by persons with disabilities as an aid to mobility such as, but not limited to, electric wheelchairs and mobility scooters as defined in California Vehicle Code Section 407 and/or the Americans with Disabilities Act (ADA), utilized by persons who by reason of physical disability are otherwise unable to move about as a pedestrian.

10.44.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates otherwise or requires a different meaning:

Bicycle lane. The portion of the roadway which has been separated from any vehicular lanes by a solid white line or other pavement marking or defined for bicycle riders by appropriate signage or other traffic control devices.

Bicycle path. Means the same as that term is defined in Vehicle Code section 231.5, as may be amended or superseded.

Electric conveyance (“e-conveyance”). Includes, but is not limited to, any electrically motorized scooter, electrically motorized board, motorized bicycle or electric motorcycle which is propelled at least in part by electrical energy, or any other device propelled by an electric motor and designed to transport one or more people. E-conveyances do not include electric vehicles that are intended to be operated on the roadways and registered with the California Department of Motor Vehicles under the California Vehicle Code.

Electric bicycle (“e-bike”). Means the same as that term is defined in Vehicle Code Section 312.5, as may be amended or superseded.

Electrically motorized board. Means the same as that term is defined in Vehicle Code Section 313.5, as may be amended or superseded.

Electrically motorized scooter. Means the same as that term is defined in Vehicle Code Section 407.5, as may be amended or superseded.

Motorized bicycle. Means the same as that term is defined in Vehicle Code Section 406, as may be amended or superseded.

Electric motorcycles ("eMoto"). Means the same as that term is defined in Vehicle Code Section 436.1, as may be amended or superseded.

Public right-of-way. Means any place of any nature which is dedicated, or otherwise intended, for use by the general public for pedestrian and/or vehicular travel, and includes, but is not limited to, a street, sidewalk, walkway, curb, crossing, intersection, parkway, bicycle path, trail, highway, boulevard, road, roadway, tunnel, bridge, parking lot, thoroughfare, alley, lane, pedestrian overpass, or any other similar public way.

Roadway. Means the same as that term is defined in Vehicle Code section 530, as may be amended or superseded.

Sidewalk. Means the same as that term is defined in Vehicle Code section 555, as may be amended or superseded.

10.44.030 Enforcement.

A. Administrative enforcement. A violation of this chapter is designated as an administrative violation subject to enforcement pursuant to the provisions of Chapter 1.09. A violation of this chapter is designated as a Level A violation, as that term is described in Section 1.09.012. The monetary sanction levied for a violation of this chapter shall be $50 for a first violation, $100 for a second violation of any provision of this chapter within one year, and $500 for each additional violation of any provision of this chapter within one year.

B. Parent/Guardian Liability. Whenever a person charged with violation of this chapter is under the age of 18, the enforcement authority shall provide copies of all notices and orders specified in Title 1 to that person's parent(s) and/or legal guardian. The parent(s) and/or legal guardian of a minor who is charged with a violation of this chapter is a responsible person for purposes of any administrative sanction levied under Chapter 1.09. Any administrative sanction levied for violation of this chapter may be levied against the minor and the parent(s) and/or legal guardian of the minor. The parent(s) and/or legal guardian shall have the right to a hearing and judicial review as set forth in Chapter 1.09. In the event of a conflict between the terms of this section and Section 1.09.028, the terms of this section shall control.

C. Violation as an Infraction. Violation of this chapter is an infraction, punishable by a fine not exceeding $50 for a first violation, $100 for a second violation of any provision of this chapter within one year, and $500 for each additional violation of any provision of this chapter within

one year. A minor's parent(s) and/or legal guardian is not subject to criminal liability under this subsection.

D. Remedies Cumulative. The remedies and penalties provided for violation of this chapter are cumulative, alternative, and nonexclusive. The use of one does not prevent the use of any other criminal, civil, or administrative remedy or penalty authorized by or set forth in the Folsom Municipal Code. None of the penalties or remedies authorized by or set forth in the Folsom Municipal Code shall prevent the city from using any other penalty or remedy under state law that may be available to enforce this chapter or to abate a public nuisance.

E. Separate violations. Where multiple violations have occurred or are occurring, each separate act in violation of this chapter constitutes a separate violation and shall be subject to a separate sanction.

F. Enforcement. The police chief or designee shall enforce the provisions of this chapter.

10.44.040 Unsafe Operation Prohibited.

(A) Every person riding an e-bicycle or e-conveyance upon a roadway shall be granted all of the rights, and shall be subject to all of the duties, applicable to them under the laws of the state, under the provisions of this code, and under any other applicable rule of the road.

(B) It shall be unlawful and a violation of this chapter for any person to operate an e-bicycle or e-conveyance by doing any of the following on any sidewalk, pedestrian facility, park, bicycle lane, bicycle path, public property, or public right-of-way, or on private property held open to the public for pedestrian, bicycle, or vehicular use:

1. Intentionally swerving or riding around stopped or slow traffic in a manner that creates a hazard or unreasonably obstructs the sightlines or visibility of other roadway users.
2. Operating an e-bicycle or e-conveyance in a manner it was not designed for, including carrying passengers on an e-bicycle or e-conveyance not intended to carry passengers or carrying more passengers than the number the e-bicycle or e-conveyance is designed or equipped to carry.
3. Not obeying posted signs, signals, or markings.
4. Intentionally lifting one or more wheels of an e-bicycle or e-conveyance into the air while riding on a public right-of-way.
5. Attempting to perform any acrobatic trick or stunt in any public right-of-way.
6. Operating on any public right-of-way, against the direction of traffic, except when passing in a safe manner.
7. Operating at a speed greater than as provided in the Vehicle Code or, if no such speed limit is provided in the Vehicle Code, 15 miles per hour on any public right-of-way, or at

any speed greater than is reasonable or prudent under the conditions then existing, taking into account the safety of persons, animals, and property.

8. Failing to yield to pedestrians on a sidewalk, walkway, trail or path.
9. Operating an e-bicycle or e-conveyance while holding and operating a handheld wireless telephone or an electric wireless communications device unless the wireless telephone or electric wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while riding.
10. Operating an e-bicycle or e-conveyance upon any playground, park, or school ground unless signage at the site states that operation of e-bicycles and/or e-conveyances is specifically authorized.
11. Operating an e-bicycle or e-conveyance in any location, or during any hours, posted as prohibiting such operation under this chapter.
12. When posted, no person shall operate an e-bicycle or e-conveyance at any city special event.

C. The prohibitions on (i) lifting one or more wheels into the air while riding and (ii) attempting to perform any acrobatic trick or stunt shall not apply in a closed area, officially designated for such riding, with signage at the site stating that operation of e-bicycles and/or e-conveyances is specifically authorized.

10.44.050 Parking.

No person shall leave an e-bicycle or e-conveyance lying on its side on any sidewalk, nor park an e-bicycle or e-conveyance upon the public right-of-way, or against a building, or at a curb, so that there is not an adequate path for pedestrian traffic. Where no-parking signs are posted, no person shall park an e-bicycle or e-conveyance on a public roadway in the area designated by those signs.

10.44.060 Electric bicycle specifications; tampering prohibited.

A. An electric bicycle shall meet the following criteria:

1. Comply with the equipment and manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission (16 C.F.R. 1512.1 et seq.);
2. Operate in a manner so that the electric motor is disengaged or ceases to function when the brakes are applied or operate in a manner such that the motor is engaged through a switch or mechanism that, when released or deactivated, will cause the electric motor to disengage or cease to function.

B. A person shall not tamper with or modify an electric bicycle so as to change the speed capability of the device, or otherwise alter, modify, or adjust the motor settings to increase the speed of the device, unless he or she replaces the label indicating the appropriate classification.

SECTION 3 SCOPE

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

SECTION 4 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 5 NO MANDATORY DUTY

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 6 EFFECTIVE DATE

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

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on September 8, 2026, and the second reading occurred at the regular meeting of the City Council on _____, 2026.

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 ____ day of _____, 2026, by the following roll-call vote:

AYES: Councilmember(s):

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Folsom City Council
Staff Report

MEETING DATE:	9/8/2026
AGENDA SECTION:	New Business
SUBJECT:	Ordinance No. 1377 – An Ordinance of the City of Folsom Amending Chapter 10.40 "Use of Electric Assist Mobility Devices on Class I Trails" of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network (Introduction and First Reading)
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council introduce and conduct the first reading of Ordinance No. 1377 – An Ordinance of the City of Folsom Amending Chapter 10.40 "Use of Electric Assist Mobility Devices on Class I Trails" of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network

BACKGROUND / ISSUE

In 2013, Ordinance 1175 was adopted by the City Council, adding Chapter 10.40 "Use of Electric Assist Mobility Devices on Class I Bike Trails" to the Folsom Municipal Code. The intent was to regulate the safe use of electric-assist mobility devices on the City's Class I trails. Since the adoption of that ordinance, the various types of electric conveyances have changed, and as a result, there have been updates to the California Vehicle Code (CVC) to reflect the different types and classifications of electric conveyances. Chapter 10.40 of the Folsom Municipal Code is in need of an update to align with the changes to the CVC.

Additionally, over the past five years, sales of electric conveyances have increased dramatically nationwide. These include e-bikes, e-scooters, e-motorcycles, and other single-rider electric devices, with 2 million units reportedly sold in 2025. The Police Department has experienced a significant rise in calls for service involving e-conveyance riders, particularly juveniles, on roadways, in City parks, and on bike paths. These calls often involve dangerous, threatening, or destructive behavior.

Despite ongoing engagement and education efforts by the Folsom Police Department, complaints and reports of unsafe riding and damage to City parks and trails from some e-conveyance users continue. Many cities across the state are implementing local ordinances to address improper riding behaviors and limit the use of e-bikes in city parks.

POLICY / RULE

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

ANALYSIS

Staff proposes an amendment to Chapter 10.40 of the Folsom Municipal Code to better align with both the California Vehicle Code and the proposed new Chapter 10.44 of the Folsom Municipal Code that would be added as part of a separate ordinance under consideration by the City Council and as presented by the Police Department.

In drafting this ordinance amendment, we consulted with Police Department and Public Works Department staff, Folsom Cordova Unified School District, California State Parks, businesses, and a local nonprofit cycling organization. This collaboration helped ensure the ordinance is well-crafted and allows for safe, appropriate e-conveyance use by riders of all ages.

FINANCIAL IMPACT

This ordinance is expected to generate minimal revenue from fees and fines. Enforcement operational costs are already budgeted within normal personnel and equipment expenses.

ATTACHMENTS

A. Ordinance No. 1377 - An Ordinance of the City of Folsom Amending Chapter 10.40 “Use of Electric Assist Mobility Devices on Class I Trails” of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network (Mark Up)
B. Ordinance No. 1377 - An Ordinance of the City of Folsom Amending Chapter 10.40 “Use of Electric Assist Mobility Devices on Class I Trails” of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network (Clean Copy)

Submitted,

Kelly Gonzalez, Parks and Recreation Department Director

Attachment 1

ORDINANCE NO. ~~00000~~1377

AN ORDINANCE OF THE CITY OF FOLSOM AMENDING CHAPTER 10.40, "USE OF ELECTRIC ASSIST MOBILITY DEVICE ON CLASS I BIKE TRAILS" OF THE FOLSOM MUNICIPAL CODE TO PROHIBIT UNSAFE RIDING ON THE CLASS I BICYCLE PATH NETWORK

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

SECTION 1 PURPOSE

The purpose of this ordinance is to amend Chapter 10.40, "Use of Electric Assist Mobility Devices on Class I Bike Trails", of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network.

SECTION 2 ~~AMENDED~~ AMENDMENT TO CODE

~~The~~ Folsom Municipal Code Chapter 10.40, "Use of Electric Assist Mobility Devices on Class I Bike Trails", is hereby amended to read as follows:

~~Strikethrough~~ = Code Deletion

Underline = Code Addition

Chapter 10.40
USE OF BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND ELECTRIC ASSIST MOBILITY DEVICES ON CLASS I BIKE PATHS ~~TRAILS~~

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Sections:

- 10.40.010 Purpose.
- 10.40.020 Definitions.
- 10.40.030 Authority to operate.
- 10.40.040 Use regulations.
- 10.40.050 Promulgation of rules and regulations – Prohibition of electric assist mobility devices.
- 10.40.060 Enforcement.

10.40.010 Purpose.

The purpose of ~~T~~this chapter is to regulate the use of ~~shall apply to the use of~~ ~~The city council finds and declares that the purpose of the ordinance codified in this chapter is to regulate the safe use of~~ bicycles, electric bicycles, motorized scooters and ~~certain~~ electric assist mobility devices on the city's Class I bike paths ~~trails~~ in order to promote the public peace, health, welfare and safe enjoyment of the Class I bike paths ~~trails~~ by all users. The city council finds and declares that reasonable time, place and manner regulations are necessary as permitted by California Vehicle Code ~~Section 21282~~ and similar provisions, in order to protect senior citizens, pedestrians, bicyclists and others using the city's Class I bike paths ~~trails~~. This chapter is not intended to apply to or otherwise restrict "motorized

quadricycle," "motorized tricycle" and "electric wheelchairs," as defined in California Vehicle Code Section 407 and ~~/~~ 407.5 or the Americans with Disabilities Act (ADA), utilized by persons who by reason of physical disability are otherwise unable to move about as a pedestrian. (Ord. 1175 § 2 (part), 2013)

10.40.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Bicycle. Means the same as defined in Vehicle Code Section 231, is a device upon which a person may ride, propelled exclusively by human power, except as provided in Section 312.5, through a belt, chain, or gears, and having one or more wheels. A person riding a bicycle is subject to the provisions of the California Vehicle Code specified in Sections 21200 and 21200.5. An electric bicycle is a bicycle.

Bicycle path. A "bicycle path" or "bike path" is a Class I bikeway, as defined in Section 890.4 (a) of the Streets and Highways Code and Section 231.5 of the California Vehicle Code (CVC): provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

"Director." ~~s~~ Shall mean the Director of Parks and Recreation Department of the city, or his/her designee.

~~"Electric assist mobility device" means any electrically driven motor device which assists mobility for individuals to which one or more wheels are attached. This definition includes electric personal assistive mobility device (Segway and similar devices), electric bicycle, and electric scooter as defined herein.~~

E-conveyance. Includes, but is not limited to any electrically motorized scooter, electrically motorized board, motorized bicycle or electric motorcycle which is propelled at least in part by electrical energy, or any other device propelled by an electric motor and designed to transport one or more people. E-conveyances do not include electric vehicles that are required to be registered with the California Department of Motor Vehicles under the California Vehicle Code.

Electric bicycle (e-bikes). Means the same as defined in Vehicle Code Section 312.5, as may be amended or superseded~~. and which, as of the date of the adoption of this section, provides that an "electric bicycle," or "e-bike", is an e-bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and is categorized by the following:~~

~~1. CLASS 1. An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, that is not capable of exclusively propelling the bicycle, and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour, and that is not capable of providing assistance to reach speeds greater than 20 miles per hour.~~

~~2. CLASS 2. An electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.~~

~~3. CLASS 3. An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour and is equipped with a speedometer~~.

~~"~~Electric personal assistive mobility device.~~"~~ has the same definition as set forth in California Vehicle Code Section 313 as may be amended or superseded.

Electric scooter (e-scooter/motorized scooter). Means the same as defined in Vehicle Code Section 407.5, as may be amended or superseded~~, and which, as of the date of the adoption of this section, provides that a "motorized scooter" is any two-wheeled device that has handlebars, has either a floorboard that is designed to be stood upon when riding or a seat and footrests in place of the floorboard, and is powered by an electric motor. This device may also be designed to be powered by human propulsion. For purposes of this section, a motorcycle, as defined in Section 400, a motor-driven cycle, as defined in Section 405, or a motorized bicycle or moped, as defined in Section 406, is not a motorized scooter. A device meeting the definition in subdivision (a) that is powered by a source other than electrical power is also a motorized scooter~~.

Golf cart. Means the same as defined in Vehicle Code Section 345, as may be amended or superseded. ~~is a motor vehicle having not less than three wheels in contact with the ground, having an unladen weight less than 1,300 pounds, which is designed to be and is operated at not more than 15 miles per hour and designed to carry golf equipment and not more than two persons, including the driver.~~

Motorized bicycle. Means the same as defined in Vehicle Code Section 406, as may be amended or superseded~~, and which, as of the date of the adoption of this section, provides that a "motorized bicycle" is any two-wheeled or three-wheeled device having fully operative pedals for propulsion by human power, or no pedals if powered solely by electrical energy, an automatic transmission, and a motor which produces less than four gross brake horsepower and is capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground~~.

~~"Electric bicycle" (E-bike) has the same definition as set forth in California Vehicle Code Section 406(b) as "motorized bicycle."~~

~~"Electric scooter" (E-scooter/motorized scooters) has the same definition as set forth in California Vehicle Code Section 407.5 as "motorized scooter" that is powered by an electric motor or human propulsion. For purpose of this title, "electric scooter" does not include a device powered by gasoline. (Ord. 1175 § 2 (part), 2013)~~

10.40.30 Authority to operate.

A. Bicycles. electric bicycles, electric scooter and ~~E~~ electric personal assistive mobility devices may be operated on Class I bike paths ~~trail~~ within the city's boundaries.

B. Motorized bicycles and golf carts are prohibited from operating on Class I bike paths within the city's boundaries

~~B. Electric bicycles with a license plate required under California Vehicle Code Section 5030 may be operated on a Class I bike path trail within the city's boundaries, subject to the regulations, restrictions and prohibitions set forth in this chapter and Chapter 10.24.~~

~~C. Electric scooters may be operated on a Class I bike path trail within the city's boundaries, subject to the regulations set forth in Articles 5 and 6 of Chapter 1, Division 11 of the California Vehicle Code (Section 21220 et seq.) and the regulations, restrictions and prohibitions set forth in this chapter.~~

C. Appropriate ~~educational~~ signage shall be posted on the Class I bike paths ~~trail~~ that notifies the public of the permissible use of bicycles, electric bicycles, electric scooters and electric assist mobility device pursuant to this chapter. ~~(Ord. 1175 § 2 (part), 2013)~~

10.40.040 Use regulations.

A. Except as otherwise provided in this chapter, ~~E~~every person riding a bicycle, electric bicycle, electric scooter, or electric assist mobility devices on a Class I bike path shall be granted all of the rights, and shall be subject to all of the duties, applicable to them under the California Vehicle Code and the Folsom Municipal Code.

B. It shall be unlawful and a violation of this chapter for any person to operate a bicycle, electric bicycle, electric scooter, or electric assist mobility device in an unsafe manner on any Class I bike path. Operating a bicycle, electric bicycle, electric scooter, or electric assist mobility device in an unsafe manner includes, but is not limited to, any one or more of the following:

1. Violating any provision of the Folsom Municipal Code, including ~~Chapter~~ Section 10.44.040.

2., ~~: Applicability of Traffic Laws and Unlawful Operation,~~ Violating any provision of the California Vehicle Code.

~~, or other existing laws~~.

~~2~~3~~A~~. Bicycles, electric bicycles, electric scooters and ~~E~~electric personal assistive mobility devices shall be operated only on paved portions of the Class I bike paths ~~trail~~ and shall not ~~deviate~~ operate, except in an emergency, on~~to~~ any unpaved area~~s~~ of ~~the~~ any bike path~~s~~ ~~trail~~.

3 ~~B~~. Operate a bicycle, electric bicycle, electric scooter or electric assist mobility device ~~electric scooter~~ at ~~with~~ a speed ~~limit~~ in excess of fifteen (15) miles per hour on Class I bike

paths. ~~The California Vehicle Code Article 5 Operation of Motorized Scooters Section 21235, The operator of an motorized electric scooter on the city's Class I bike trail shall not do any of the following~~:

~~1. Operate an electric scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.~~

~~2. Operate an electric scooter with a speed limit in excess of fifteen miles per hour.~~

~~3. Operate an electric scooter without wearing, at a minimum, a properly fitted and fastened bicycle helmet that meets the standards described in California Vehicle Code Section 21212.~~

~~4. Operate an electric scooter without a valid driver's license or instruction permit as required by California Vehicle Code Section 21235.~~

~~5. Operate an electric scooter with any passengers in addition to the operator.~~

~~6. Operate an electric scooter carrying any package, bundle, or article that prevents the operator from keeping at least one hand upon the handlebars.~~

~~7. Operate an electric scooter upon a sidewalk, except as may be necessary to enter or leave adjacent property.~~

~~8. Operate an electric scooter with the handlebars raised so that the operator must elevate his or her hands above the level of his or her shoulders in order to grasp the normal steering grip area.~~

~~9. Leave an electric scooter lying on its side on the bike trail, or park an electric scooter on a bike trail in any other position, so that there is not an adequate path for pedestrian or bicycle traffic.~~

~~10. Towing by any means or any person on a skateboard, skates, scooter, bicycle or other wheeled device, vehicle or another electric assist mobility device. (Ord. 1175 § 2 (part), 2013)~~

4. Operating a bicycle, electric bicycle, electric scooter or electric assist mobility device in a manner it was not designed for, including carrying passengers when not intended for carrying passengers and carrying more passengers than the number for which the device is designed and equipped.

5. Not obeying posted signs, signals, or markings.

6. Riding a bicycle, electric bicycle, electric scooter or electric assist mobility device without a properly fitted and fastened helmet if the rider is under 18 years of age.

7. Attempting to perform any acrobatic trick or stunt on Class I bike path, adjacent open space, or landscaping.

8. Operating a bicycle, electric bicycle, electric scooter or electric assist mobility device in any manner that endangers the operator, passengers, other riders, pedestrians, animals, or property.

9. Operating upon any public open space, drainage facility, culvert, ditch, or channel.

10. Failing to yield to pedestrians.

11. Operating while failing to yield the right-of-way to any and all pedestrians or electric assist mobility device users.

12. Operating upon any unpaved hiking, equestrian, or walking trail, other than designated Class I bicycle paths, ~~unless permitted by the Folsom Municipal Code or by any other provision of law~~unless signage at the site states that operation of e-bicycles and/or e-conveyances is specifically authorized.

13. Operating a bicycle, electric bicycle, electric scooter or electric assist mobility device while holding and operating a handheld wireless telephone or an electronic wireless communications device unless the wireless telephone or electronic wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while riding.

10.40.050 Promulgation of rules and regulations – Prohibition of electric assist mobility devices.

A. The director may promulgate reasonable rules and policies pertaining to the use of bicycles, electric bicycles, electric conveyances, and electric assist mobility devices on the city's Class I bike trail for purpose of maintaining the safe enjoyment of the bike trail by all users.

B. Notwithstanding any provision to the contrary, the director may restrict or prohibit the use of any bicycles, electric bicycles, electric conveyances, and electric assist mobility device anywhere on the city's Class I bike trails whenever it is determined in the director's discretion that such prohibition is necessary for the protection of public property, for public safety, or when such use is inconsistent with the safe use of the trails by pedestrians and/or bicyclists. Notice of prohibition or restriction, including the location and the duration, shall be posted as quickly as practicable at the affected location on the Class I bike trail within the city's boundaries. ~~(Ord. 1175 § 2 (part), 2013)~~

10.40.060 Enforcement.

~~A. Parental responsibility. See Chapter 10.44 Section 10.44.030.~~

~~B. Penalties. See Chapter 10.44 Section 10.44.030.~~

~~A. Violations of this chapter shall constitute infractions. Violation not abated at the end of the day shall constitute a new violation on the following day. In addition to all other remedies at law or in equity, violations may be punishable by a fine not exceeding fifty dollars for the first violation; a fine not exceeding one hundred dollars for a second violation of the same provision within one year; and a fine not exceeding five hundred dollars for each additional violation of the same provision within one year.~~

~~B. Violations of this chapter may also be enforced pursuant to the provisions of Chapter 1.09. Notwithstanding other provisions of Chapter 1.09, no notice to correct as provided therein shall be required prior to issuance of a notice of violation and imposition of administrative penalties.~~

~~C. The remedies set forth in this chapter are cumulative to any other remedy available to the city. Pursuit of one remedy shall not preclude any other remedy, and nothing contained in this chapter shall limit or be deemed to prevent the city from pursuing any other remedy available to the city under the Folsom Municipal Code or other applicable law.~~

~~D. In addition to the sanctions set forth herein, the chief of police or his/her designee, the director or his/her designee, or any other city employees authorized to enforce the provisions of this chapter shall have the right to:~~

~~1. Impound for a period not to exceed fourteen calendar days any electric assist mobility devices which are being used or operated while the operator is intoxicated or under the influence of alcohol or drugs, or if further operation of the device by the operator would pose a significant danger to the public.~~

~~2. Any combination of allowed sanctions and penalties which the enforcement authority deems appropriate under the circumstances. (Ord. 1175 § 2 (part), 2013)~~

A. Administrative enforcement. A violation of this chapter is designated as an administrative violation subject to enforcement pursuant to the provisions of Chapter 1.09. A violation of this chapter is designated as a Level A violation, as that term is described in Section 1.09.012. The monetary sanction levied for a violation of this chapter shall be $50 for a first violation, $100 for a second violation of any provision of this chapter within one year, and $500 for each additional violation of any provision of this chapter within one year.

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B. Parent/Guardian Liability. Whenever a person charged with violation of this chapter is under the age of 18, the enforcement authority shall provide copies of all notices and orders specified in Title 1 to that person's parent(s) and/or legal guardian. The parent(s) and/or legal guardian of a minor who is charged with a violation of this chapter is a responsible person for purposes of any administrative sanction levied under Chapter 1.09. Any administrative sanction

levied for violation of this chapter may be levied against the minor and the parent(s) and/or legal guardian of the minor. The parent(s) and/or legal guardian shall have the right to a hearing and judicial review as set forth in Chapter 1.09. In the event of a conflict between the terms of this section and Section 1.09.028, the terms of this section shall control.

C. Violation as an Infraction. Violation of this chapter is an infraction, punishable by a fine not exceeding $50 for a first violation, $100 for a second violation of any provision of this chapter within one year, and $500 for each additional violation of any provision of this chapter within one year. A minor's parent(s) and/or legal guardian is not subject to criminal liability under this subsection.

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D. Remedies Cumulative. The remedies and penalties provided for violation of this chapter are cumulative, alternative, and nonexclusive. The use of one does not prevent the use of any other criminal, civil, or administrative remedy or penalty authorized by or set forth in the Folsom Municipal Code. None of the penalties or remedies authorized by or set forth in the Folsom Municipal Code shall prevent the city from using any other penalty or remedy under state law that may be available to enforce this chapter or to abate a public nuisance.

E. Separate violations. Where multiple violations have occurred or are occurring, each separate act in violation of this chapter constitutes a separate violation and shall be subject to a separate sanction.

F. Enforcement. The police chief or designee shall enforce the provisions of this chapter.

SECTION 3 SCOPE

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

SECTION 4 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 5 NO MANDATORY DUTY

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 6 EFFECTIVE DATE

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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 September 8, 2026, and the second reading occurred at the regular meeting of the City Council on _____, 2026.

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 ____ day of _____, 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Attachment 2

ORDINANCE NO. 1377

AN ORDINANCE OF THE CITY OF FOLSOM AMENDING CHAPTER 10.40, "USE OF ELECTRIC ASSIST MOBILITY DEVICE ON CLASS I BIKE TRAILS" OF THE FOLSOM MUNICIPAL CODE TO PROHIBIT UNSAFE RIDING ON THE CLASS I BICYCLE PATH NETWORK

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

SECTION 1 PURPOSE

The purpose of this ordinance is to amend Chapter 10.40, "Use of Electric Assist Mobility Devices on Class I Bike Trails", of the Folsom Municipal Code to Prohibit Unsafe Riding on the Class I Bicycle Path Network.

SECTION 2 AMENDED TO CODE

The Folsom Municipal Code Chapter 10.40, "Use of Electric Assist Mobility Devices on Class I Bike Trails", is hereby amended to read as follows:

Chapter 10.40
USE OF BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND ELECTRIC ASSIST MOBILITY-DEVICES ON CLASS I BIKE PATHS

Sections:

- 10.40.010 Purpose.
- 10.40.020 Definitions.
- 10.40.030 Authority to operate.
- 10.40.040 Use regulations.
- 10.40.050 Promulgation of rules and regulations – Prohibition of electric assist mobility devices.
- 10.40.060 Enforcement.

10.40.010 Purpose.

This chapter shall apply to the use of bicycles, electric bicycles, motorized scooters and electric assist mobility devices on the city's Class I bike paths in order to promote the public peace, health, welfare and safe enjoyment of the Class I bike paths by all users. The city finds that reasonable time, place and manner regulations are necessary as permitted by California Vehicle Code in order to protect senior citizens, pedestrians, bicyclists and others using the city's Class I bike paths. This chapter is not intended to apply to or otherwise restrict "motorized quadricycle," "motorized tricycle" and "electric wheelchairs," as defined in California Vehicle Code Section 407 and 407.5 or the Americans with Disabilities Act (ADA), utilized by persons who by reason of physical disability are otherwise unable to move about as a pedestrian. (Ord. 1175 § 2 (part), 2013)

10.40.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Bicycle. Means the same as defined in Vehicle Code Section 231, is a device upon which a person may ride, propelled exclusively by human power, except as provided in Section 312.5, through a belt, chain, or gears, and having one or more wheels. A person riding a bicycle is subject to the provisions of the California Vehicle Code specified in Sections 21200 and 21200.5. An electric bicycle is a bicycle.

Bicycle path. A “bicycle path” or “bike path” is a Class I bikeway, as defined in Section 890.4 (a) of the Streets and Highways Code and Section 231.5 of the California Vehicle Code (CVC): provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

Director. Shall mean the Director of Parks and Recreation Department of the city, or his/her designee.

E-conveyance. Includes, but is not limited to any electrically motorized scooter, electrically motorized board, motorized bicycle, or electric motorcycle which is propelled at least in part by electrical energy, or any other device propelled by an electric motor and designed to transport one or more people. E-conveyances do not include electric vehicles that are required to be registered with the California Department of Motor Vehicles under the California Vehicle Code.

Electric bicycle (e-bikes). Means the same as defined in Vehicle Code Section 312.5, as may be amended or superseded, and which, as of the date of the adoption of this section, provides that an "electric bicycle," or "e-bike", is an e-bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and is categorized by the following:

1. CLASS 1. An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, that is not capable of exclusively propelling the bicycle, and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour, and that is not capable of providing assistance to reach speeds greater than 20 miles per hour.
2. CLASS 2. An electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.
3. CLASS 3. An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour, and is equipped with a speedometer.

Electric personal assistive mobility device. has the same definition as set forth in California Vehicle Code Section 313.

Electric scooter (e-scooter/motorized scooter). Means the same as defined in Vehicle Code Section 407.5, as may be amended or superseded, and which, as of the date of the adoption of this section, provides that a "motorized scooter" is any two-wheeled device that has handlebars, has either a floorboard that is designed to be stood upon when riding or a seat and footrests in place of the floorboard, and is powered by an electric motor. This device may also be designed to be powered by human propulsion. For purposes of this section, a motorcycle, as defined in Section 400, a motor-driven cycle, as defined in Section 405, or a motorized bicycle or moped, as defined in Section 406, is not a motorized scooter. A device meeting the definition in subdivision (a) that is powered by a source other than electrical power is also a motorized scooter.

Golf cart. Means the same as defined in Vehicle Code Section 345, is a motor vehicle having not less than three wheels in contact with the ground, having an unladen weight less than 1,300 pounds, which is designed to be and is operated at not more than 15 miles per hour and designed to carry golf equipment and not more than two persons, including the driver.

Motorized bicycle. Means the same as defined in Vehicle Code Section 406, as may be amended or superseded, and which, as of the date of the adoption of this section, provides that a "motorized bicycle" is any two-wheeled or three-wheeled device having fully operative pedals for propulsion by human power, or no pedals if powered solely by electrical energy, an automatic transmission, and a motor which produces less than four gross brake horsepower and is capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground.

10.40.30 Authority to operate.

A. Bicycles. electric bicycles, electric scooter and ~~E~~ electric personal assistive mobility devices may be operated on Class I bike paths within the city’s boundaries.

B. Motorized bicycles and golf carts are prohibited from operating on Class I bike paths within the city’s boundaries

C. Appropriate signage shall be posted on the Class I bike paths that notifies the public of the permissible use of bicycles, electric bicycles, electric scooters, and electric assist mobility device pursuant to this chapter.

10.40.040 Use regulations.

A. Every person riding a bicycle, electric bicycle, electric scooter, or electric assist mobility devices on a Class I bike path shall be granted all of the rights, and shall be subject to all of the duties, applicable to them under the California Vehicle Code and the Folsom Municipal Code.

B. It shall be unlawful and a violation of this chapter for any person to operate a bicycle, electric bicycle, electric scooter, or electric assist mobility device in an unsafe manner on any Class I bike path. Operating a bicycle, electric bicycle, electric scooter, or electric assist mobility device in an unsafe manner includes, but is not limited to, any one or more of the following:

1. Violating any provision of the Folsom Municipal Code, including Chapter 10.44.040: Applicability of Traffic Laws and Unlawful Operation, the California Vehicle Code, or other existing laws.
2. Bicycles, electric bicycles, electric scooters, and electric personal assistive mobility devices shall be operated only on paved portions of the Class I bike paths and shall not deviate, except in an emergency, onto unpaved areas of the bike paths.
3. Operate a bicycle, electric bicycle, electric scooter, or electric assist mobility device with a speed limit in excess of fifteen (15) miles per hour on Class I bike paths.
4. Operating a bicycle, electric bicycle, electric scooter, or electric assist mobility device in a manner it was not designed for, including carrying passengers when not intended for carrying passengers and carrying more passengers than the number for which the device is designed and equipped.
5. Not obeying posted signs, signals, or markings.
6. Riding a bicycle, electric bicycle, electric scooter, or electric assist mobility device without a properly fitted and fastened helmet if the rider is under 18 years of age.
7. Attempting to perform any acrobatic trick or stunt on Class I bike path, adjacent open space, or landscaping.
8. Operating a bicycle, electric bicycle, electric scooter, or electric assist mobility device in any manner that endangers the operator, passengers, other riders, pedestrians, animals, or property.
9. Operating upon any public open space, drainage facility, culvert, ditch, or channel.
10. Failing to yield to pedestrians.
11. Operating while failing to yield the right-of-way to any and all pedestrians or electric assist mobility device users.
12. Operating upon any unpaved hiking, equestrian, or walking trail, other than designated Class I bicycle paths, unless permitted by the Folsom Municipal Code or by any other provision of law.
13. Operating a bicycle, electric bicycle, electric scooter, or electric assist mobility device while holding and operating a handheld wireless telephone or an electronic

wireless communications device unless the wireless telephone or electronic wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while riding.

10.40.050 Promulgation of rules and regulations – Prohibition of electric assist mobility devices.

A. The director may promulgate reasonable rules and policies pertaining to the use of bicycles, electric bicycles, electric conveyances, and electric assist mobility devices on the city's Class I bike trail for purpose of maintaining the safe enjoyment of the bike trail by all users.

B. Notwithstanding any provision to the contrary, the director may restrict or prohibit the use of any bicycles, electric bicycles, electric conveyances, and electric assist mobility device anywhere on the city's Class I bike trails whenever it is determined in the director's discretion that such prohibition is necessary for the protection of public property, for public safety, or when such use is inconsistent with the safe use of the trails by pedestrians and/or bicyclists. Notice of prohibition or restriction, including the location and the duration, shall be posted as quickly as practicable at the affected location on the Class I bike trail within the city's boundaries. ~~(Ord. 1175 § 2 (part), 2013)~~

10.40.060 Enforcement.

A. Parental responsibility. See Chapter 10.44 Section 10.44.030.

B. Penalties. See Chapter 10.44 Section 10.44.030.

SECTION 3 SCOPE

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

SECTION 4 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 5 NO MANDATORY DUTY

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care

towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

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 September 8, 2026, and the second reading occurred at the regular meeting of the City Council on _____, 2026.

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 ____ day of _____, 2026, by the following roll-call vote:

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

_____
Justin Raithel, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE