



Agenda

City Council Regular Meeting

Folsom City Hall | City Council Chambers, First Floor

50 Natoma Street, Folsom, CA 95630

May 14, 2024, 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.

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In Person



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Online



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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

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

Tuesday, May 14, 2024 6:30 PM

Mike Kozlowski, Mayor

Sarah Aquino, Vice Mayor
Rosario Rodriguez, Councilmember

YK Chalamcherla, Councilmember
Anna Rohrbough, Councilmember

AGENDA

CALL TO ORDER

ROLL CALL:

Councilmembers: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski

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

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.

AGENDA UPDATE

SCHEDULED PRESENTATIONS:

- [1.](#) Proclamation of the Mayor of the City of Folsom Proclaiming May 2024 as National Water Safety and Drowning Prevention Month
- [2.](#) Folsom Plan Area Semi-Annual Report
- [3.](#) Central Business District Master Plan Citizens Advisory Committee Report Out
- [4.](#) Report-Back on April 11, 2024 Community Listening Session on Homelessness and Direction to Staff

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.

- [5.](#) Resolution No. 11189 – A Resolution Authorizing the City Manager to Execute an Agreement with NV5 Consultants, Inc. for Owner’s Representative Services for the Development of an Energy Savings Conservation Project and Performance Contract and Appropriation of Funds
- [6.](#) Resolution No. 11190 - A Resolution Accepting a Grant from the Sacramento Area Council of Governments and Appropriation of Funds for the Roundabout Policy and Feasibility Study, Project No. PW2403, Federal Project No. 5288(054)
- [7.](#) Resolution No. 11191 – A Resolution Adopting a List of Projects for Fiscal Year 2024-25 to be Funded by Senate Bill 1: The Road Repair and Accountability Act
- [8.](#) Resolution No. 11192– A Resolution Authorizing the City Manager to Execute a Grant Deed Transfer of a Portion of Lot 16 Located in Russell Ranch Phase 1 from the City of Folsom to the Russell Ranch Community Association
- [9.](#) Resolution No. 11193 - A Resolution Authorizing the City Manager to Appropriate Funds for the Local Early Action Planning Grant for Additional Permit Center Expenditures
- [10.](#) Resolution No. 11194 – A Resolution Accepting the California Automated Permit Processing Grant and Appropriation of Funds
- [11.](#) Resolution No. 11195 – A Resolution Accepting the Award of American Rescue Plan Act Funds from the County of Sacramento for the HVAC Replacement and Upgrade Projects at the Folsom Community Center and the Folsom Senior and Arts Center and Appropriation of Funds
- [12.](#) Resolution No. 11196 - A Resolution Authorizing the City Manager to Execute a Purchase Agreement with BSN Sports for Replacement Bleachers at Lembi Softball Complex, and the Sports Fields at Mann and Rodeo Parks, and the Appropriation of Contingency Funds
- [13.](#) Resolution No. 11197 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with All-American Construction, Inc. for the Blue Ravine Road Pavement Rehabilitation Phase II Fiscal Year 2023-24 Project 8017 and Appropriation of Funds
- [14.](#) Resolution No. 11198 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement with Capra Environmental Services Corp for Managed Grazing Services within the City of Folsom
- [15.](#) Resolution No. 11199 - A Resolution Authorizing the City Manager to Execute the Purchase of a Chimney Exhaust Fan with Knorr Systems Inc for the Instructional Pool Heater at the Steve Miklos Aquatics Center and Appropriation of Contingency Funds
- [16.](#) Resolution No. 11200 – A Resolution Authorizing the City Manager to Execute an Agreement with Site One Landscape Supply for the Purchase and Installation of Centralized Irrigation Controllers in Lighting and Landscaping Districts and Community Facilities Districts

PUBLIC HEARING:

- [17.](#) Resolution No. 11186 – A Resolution to Adopt an Amended User Fee Schedule for Community Development Engineering and Building Services (Continued from 04/23/2024; to be Continued to 05/28/2024)

NEW BUSINESS:

- [18.](#) Ordinance No. 1344 - An Ordinance of the City of Folsom Amending Sections 3.50.020, 3.50.040 and 3.50.050 and Repealing Section 3.50.060 of the Folsom Municipal Code (Introduction and First Reading Continued from 04/23/2024) and Determination that the Project is Exempt from CEQA
- [19.](#) Ordinance No. 1345 - An Ordinance of the City Council of the City of Folsom Amending Sections 3.20.020, 3.20.063, and 8.32.140(A)(2) of the Folsom Municipal Code Pertaining to Billing for Municipal Utility Services (Introduction and First Reading)

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER REPORTS

COUNCIL COMMENTS

ADJOURNMENT

NOTICE: *Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any "Business from the Floor," follow the same procedure described above. Please limit your comments to three minutes or less.*

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

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

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

The meeting of the Folsom City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website www.folsom.ca.us.

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

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

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CITY OF
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DISTINCTIVE BY NATURE

PROCLAMATION

OF THE MAYOR OF THE CITY OF FOLSOM

PROCLAIMING MAY 2024

AS

NATIONAL WATER SAFETY AND DROWNING PREVENTION MONTH

- WHEREAS,** Parks and Recreation encourages physical activities by providing safe spaces for popular water activities and learn to swim programs at the Steve Miklos Aquatics Center; and
- WHEREAS,** the Folsom Parks and Recreation Department provides lifeguard services for all public swimming pool usage with certified and licensed lifeguards from Jeff Ellis & Associates International Lifeguard Training with the Steve Miklos Aquatics Center staff receiving Exceeds and Meets criteria in all categories during annual third-party audits with more than 47,000 guests in attendance during the summer season; and
- WHEREAS,** each year, drowning incidents result in hundreds of emergency room visits, including hospital stays and potential life-altering and permanent disabilities of residents and visitors; and
- WHEREAS,** the California Department of Public Health reports that between 2016-2021, 2,559 California residents died from drowning, and 1,168 were hospitalized and 5,854 were treated in an emergency department for non-fatal water events; and
- WHEREAS,** the City of Folsom recommends that parents and those with backyard swimming pools take a CPR and First Aid course with skills and knowledge that can save lives; and
- WHEREAS,** the Folsom Parks and Recreation Department provides more than 1,770 individuals swim lessons conducting more than 390 classes from the Sea Squad Swim School learn to swim program for kids, teens, and adults to proactively educate and make individuals water smart and safe to prevent drownings; and
- WHEREAS,** the Folsom Fire Department responds to emergencies in our rivers, lakes, and open water environments as well as residential and community swimming pools annually and urges residents to educate themselves on home water safety, boater safety and personal watercraft safety to prevent injuries and drownings and to always wear a life jacket; and

NOW THEREFORE BE IT RESOLVED that, I Michael D. Kozlowski, Mayor of the City of Folsom, do hereby proclaim May 2024 as **National Water Safety and Drowning Prevention Month**.

PROCLAIMED this 14th day of May 2024.

Michael D. Kozlowski, MAYOR

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CITY OF
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CITY OF
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QUALITY OF LIFE

Folsom City Council Staff Report



MEETING DATE:	5/14/2024
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Folsom Plan Area Semi-Annual Report
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

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

BACKGROUND / ISSUE

Community Development staff will provide an update on the planning, engineering and building activity in the Folsom Plan Area south of Highway 50 during the six-month period from October 1, 2023 through March 31, 2024.

Submitted,

Pam Johns, Community Development Director

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CITY OF
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Folsom City Council Staff Report



MEETING DATE:	5/14/2024
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Central Business District Master Plan Citizens Advisory Committee Report Out
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

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

BACKGROUND / ISSUE

The Central Business District Master Plan Project Manager and Citizens Advisory Committee will provide an update on the committee and consultant work to date. They will also outline the project plan moving forward for the Central Business District Master Plan document preparation, review, and adoption by the end of the 2024 calendar year.

Submitted,

Pam Johns, Community Development Director

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CITY OF
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Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Report-Back on April 11, 2024 Community Listening Session on Homelessness and Direction to Staff
FROM:	City Manager's Office

RECOMMENDATION / CITY COUNCIL ACTION

The Mayor requests that the City Council receive a report-back from the Mayor and Vice Mayor on the April 11, 2024 Community Listening Session on Homelessness and provide direction to staff.

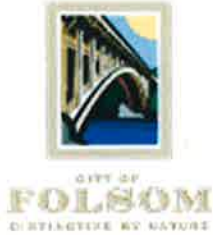
Submitted,

Elaine Andersen
City Manager

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CITY OF
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Folsom City Council Staff Report



MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11189 - A Resolution Authorizing the City Manager to Execute an Agreement with NV5 Consultants, Inc. for Owner’s Representative Services for the Development of an Energy Savings Conservation Project and Performance Contract and Appropriation of Funds
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 11189 – A Resolution Authorizing the City Manager to Execute an Agreement with NV5 Consultants, Inc. for Owner’s Representative Services for the Development of an Energy Savings Conservation Project and Performance Contract and Appropriation of Funds.

BACKGROUND / ISSUE

On March 28, 2023, the Folsom City Council approved Resolution No. 11015 adopting the City of Folsom Strategic Plan, FY 2023-24 through Fiscal Year 2027-28. Prior to the adoption of the Strategic Plan, the Environmental and Water Resources Department (EWR) began evaluating potential energy conservation measures that would reduce electrical usage and improve energy efficiency related to water and wastewater operations. As part of this initial evaluation, EWR discussed the potential for City-wide energy conservation savings with other City Departments.

Several Energy Service Contractors (ESCOs) directly contacted EWR, Public Works (PW) and Parks and Recreation (P&R) staff over the last year to discuss the potential for energy conservation savings within these respective departments. City staff from each of these Departments discussed options for moving forward with a City-wide project to deliver energy conservation savings. EWR previously worked on an energy service procurement document but did not release this due to a legislative law passed in 2023 that would go into effect in 2024. We delayed the release of the procurement because this law had some potential to impact the procurement methodology of

ESCOs for the purposes of energy savings projects. Once the new law was in place, EWR developed a Request for Proposal (RFP) for third party consulting to assist in the development of an Energy Services Performance Contract for the City.

Typically, an energy savings project includes necessary improvements or upgrade to City facilities or infrastructure with the intent to reduce utility consumption, reduce operating costs, find additional funding opportunities, address deferred capital needs, gain efficiencies in operations, and achieve Greenhouse Gas Emissions Reductions. These savings are identified in a City wide energy assessment and Investment Grade Audit (IGA). An IGA is a comprehensive analysis of energy improvements with a focus on actionable and financially feasible projects. The IGA typically includes detailed descriptions of improvements recommended for the energy saving project, the guaranteed maximum costs of the improvements, and the guaranteed energy, operations and maintenance cost savings projected as a result of the recommended improvements. The intent of the Energy Service Performance Contract (ESPC) project is to maximize cost savings that will pay for facility upgrades and energy services. It is likely that projects will be completely financed through guaranteed reduction in utility costs, operational costs, and the procurement of utility incentives and/or grants such as the Federal Investment Tax Credit (ITC) Direct Pay incentive that was made available through the Inflation Reduction Act (IRA).

The RFP requested the following services to assist EWR in developing an ESPC.

- Assist the City in drafting and finalizing the scope and evaluation criteria for the procurement needed to solicit proposals from Energy Service Contractors (ESCOs)
- Assist the City in review and ranking of ESCO proposals
- Assist the City in the development of an energy services performance contract with the selected ESCO
- Provide technical support in the development of an Investment Grade Audit by the selected ESCO
- Review draft project development documents submitted by the selected ESCO to verify potential energy savings and financial payback
- Assist the City in the development of an Energy Services Agreement with the selected ESCO if the City Council approves the implementation of energy savings projects
- Assist in the development of financing or operations and maintenance agreements if the City Council approves the implementation of energy savings projects
- Additional optional services include oversight of the design, implementation, commissioning, and on-going measurement & verification of the project after the upgrades are installed.

This resolution authorizes the City Manager to execute an agreement with NV5 Consultants, Inc. (NV5) for Owner's Representative Services for the Development of an Energy Savings Conservation Project and Performance Contract and the appropriation of funds in the amount of \$85,750.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$73,209 or greater shall be awarded by City Council.

City of Folsom Strategic Plan, Goal B - *Environmental Sustainability*.

City of Folsom 2035 General Plan, Appendix A – *Greenhouse Gas Emissions Reduction Strategy*.

ANALYSIS

On March 1, 2024, the Environmental and Water Resources Department issued a Request for Proposals (RFP) for Engineering Owner’s Representative for Energy Services Projects. The third-party consulting services will assist the City in developing an Energy Services Performance Contract across the City’s facilities. The State of California, Department of General Services (DGS) utilized the Federal General Services Administration multiple award schedule to develop a list of companies that can perform certain services that have been competitively assessed. For energy conservation related services, DGS has approved ten firms that can provide the necessary third party consulting services requested in the City’s RFP.

EWR sent the RFP to the ten consulting firms approved by DGS and also spoke with three different energy service companies about the RFP that reached out to City staff over the past year. Only one company, NV5, submitted a response. While the RFP was in circulation, several of the approved firms indicated that their preference would be to provide the services related to the IGA and ESPC. In short, these companies would prefer to identify the potential energy savings projects, and if approved by City Council, implement the various conservation projects. NV5 on the other hand specifically works with public agencies to serve as third-party consultants for the overall implementation of the energy savings projects, from start to finish.

In addition to contacting DGS and the thirteen energy service companies, EWR also contacted the cities of Turlock, Fairfield, Buena Park and Fullerton to understand their respective process for implementing and delivering an ESPC. DGS and the City of Buena Park are both using third-party consultant oversight for their respective projects. EWR staff does not have the formal training or background education necessary to deliver an energy savings performance contract from start to finish and requests that City Council approve the resolution for the use of third-party consulting to deliver this project. Based on reference checks and previously approved agreements with DGS, the City of Buena Park, and the Los Angeles County Sanitation District, NV5 is regarded as a highly professional, qualified, and knowledgeable company to support the services requested by the City. Their project team offers more than 230 years of experience related to energy savings projects and several significant projects within the State of California, which is important because these types of projects have to follow specific government code requirements for implementation. In addition to their local experience, NV5 serves Federal, State, and Local Government agencies all over the country and some international agencies as a third-party ESPC Consultant.

Typical energy service performance contracts consist of five phases. This includes planning the project, procuring the ESCO partner, developing the project, implementing the project and monitoring the project. EWR is requesting approval of the first three phases under two task orders. Task Order A will cover the planning of the project and procuring the ESCO partner. Task Order B includes the development of the project and is based on an assumed one-percent of the estimated project size. Task Order B would only be used if the City Council approves an agreement with the

selected ESCO to perform the IGA. Below is the scope of work for each the first three phases within task orders A and B.

Task Order A (Phases 1 & 2) - \$29,500

- Identify key staff from the City that should be included in the project team
- Implement a comprehensive needs assessment to identify data needs, delivery dates, and points of contact for each department
- Conduct interviews with the project team to estimate the potential costs, savings and energy conservation measures that may be included in the project
- Develop an estimated timeline and project plan for the ESPC
- Develop a procurement strategy and prepare solicitation documents for the ESPC
- Prepare a Request for Qualifications (RFQ) for the ESPC
- Assist with answering technical and financial questions during the RFQ process
- Develop an RFQ review template for the project team
- Review the RFQ and provide a summary of findings
- Participate in interviews if needed
- Support the City in contract negotiations with the selected ESCO
- In coordination with the City Attorney's Office, develop the ESPC

Task Order B (Phase3) - \$56,250 or ~1% of Estimated Project Cost

- Conduct site visits with the selected ESCO
- Review 30%, 60%, 90%, and draft project development documents
- Evaluate simple payback and applicability of the ESCO's project scope
- Evaluate the ESCO's measurement and verification methodology
- Evaluate risks and costs of project specific plans developed by the ESCO
- Review the ESCO's project cost build-up for accuracy and compliance with previous commitments during the procurement process.
- Review key economic and cash flow assumptions used by the ESCO
- Review the ESCO's final Investment Grade Audit
- Assist the City in negotiating and executing the Energy Services Agreement and the O&M agreement, and financing agreements, as applicable.
- Seek project approval from each City Department

EWR is seeking approval for both Task A and Task B under this resolution. Task Order A will allow EWR to develop the project, prepare the RFQ for ESCOs to respond to, and provide for an evaluation of the RFQ to select the ESCO. If City Council, at a future date, approves the procurement of the ESCO, Task Order B will allow EWR to move forward with the Investment Grade Audit with assistance and oversight from NV5. Task Order B will only be used if City Council approves the procurement of the ESCO.

FINANCIAL IMPACT

This project was not included in the Fiscal Year 2023-2024 Operating Budget. Staff is requesting an appropriation of \$42,875 in the Sewer Operating Fund (Fund 530) and \$42,875 in the Water Operating Fund (Fund 520) for a total not to exceed fee of \$85,750. Sufficient funds are available

in the Sewer Operating Fund (Fund 530) and Water Operating Fund (Fund 520) for this appropriation. Task Order A will be for \$29,500 and will begin upon execution of the agreement. Task Order B for \$56,250 or approximately one percent of estimated project cost will only be authorized if City Council approves an Energy Savings Performance Contract with the selected Energy Service Contractor. The approval of the ESCO and any updates to NV5's fee amount for Task Order B will come before City Council at a later date.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review under the California Environmental Quality Act, Section 15262 "Feasibility and Planning Studies".

ATTACHMENT

Resolution No. 11189 – A Resolution Authorizing the City Manager to Execute an Agreement with NV5 Consultants, Inc. for Owner's Representative Services for the Development of an Energy Savings Conservation Project and Performance Contract and Appropriation of Funds.

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 11189

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NV5 CONSULTANTS, INC. FOR OWNER'S REPRESENTATIVE SERVICES FOR THE DEVELOPMENT OF AN ENERGY SAVINGS CONSERVATION PROJECT AND PERFORMANCE CONTRACT AND APPROPRIATION OF FUNDS

WHEREAS, the City would like to reduce energy consumption and improve energy efficiency; and

WHEREAS, energy savings projects include necessary improvements or upgrades to City facilities or infrastructure with the intent to reduce utility consumption, reduce operating costs, find additional funding opportunities, and gain efficiencies in operations; and

WHEREAS, the project is categorically exempt from environmental review under the California Environmental Quality Act; and

WHEREAS, the City issued a Request for Proposals on March 1, 2024 for third-party consulting to assist the City in the development of an Energy Services Performance Contract; and

WHEREAS, NV5 Consultants, Inc. was the only firm to submit a proposal for third-party consulting service; and

WHEREAS, the NV5 Consultants, Inc. was competitively assessed and included on a pre-approved list for the State of California's Department of General Services to perform this service; and

WHEREAS, NV5 Consultants, Inc. is currently performing similar work, or has performed similar work, for the Department of General Services, the City of Buena Park, and the Los Angeles County Sanitation District; and

WHEREAS, NV5 Consultants, Inc. has the experience and qualifications to perform this work; 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 NV5 Consultants, Inc. for Owner's Representative Services for the Development of an Energy Savings Conservation Project and Performance Contract and Appropriation of Funds for \$85,750; and

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate \$85,750 for this agreement. The appropriation will be from the Sewer Operating Fund (Fund 530) fund balance in the amount of \$42,875 and from the Water Operating Fund (Fund 520) fund

balance in the amount of \$42,875.

PASSED AND ADOPTED this 14th day of May 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
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Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11190 - A Resolution Accepting a Grant from the Sacramento Area Council of Governments and Appropriation of Funds for the Roundabout Policy and Feasibility Study, Project No. PW2403, Federal Project No. 5288(054)
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11190 – A Resolution Accepting a Grant from the Sacramento Area Council of Governments and Appropriation of Funds for the Roundabout Policy and Feasibility Study, Project No. PW2403, Federal Project No. 5288(054).

BACKGROUND / ISSUE

During the December 13, 2022, City Council meeting, Public Works staff made a presentation titled “Report on Traffic Roundabout Fact-Finding Mission and Direction to Staff Regarding Future Consideration of a Traffic Roundabout Policy.” Information was presented regarding their experiences visiting Carmel and Whitestown, Indiana, Stapleton, Golden, and Loveland, Colorado. Additionally, staff presented the benefits of vehicle and driver safety, traffic operations and capacity, right of way requirements, and maintenance needs versus traditional traffic signal control at intersections. After the presentation, City Council unanimously directed staff to develop a Roundabout First policy.

At the same meeting, City Council adopted Resolution No. 10961 - A Resolution Authorizing Staff to Submit Grant Applications to the Sacramento Area Council of Governments for the 2022-23 Funding Round. One of the projects submitted to receive funding through the non-competitive Community Design category was the Roundabout Policy and Feasibility Study Project.

Subsequently, City Council adopted Resolution No. 11171 – A Resolution Authorizing the City Manager to Execute a Design and Consulting Services Contract with Kimley-Horn and Associates, Inc. for the Roundabout Policy and Feasibility Study, Project No. PW2403, Federal Project No. 5288(054). The attached resolution allows the city to enter into an agreement with the selected consultant to perform the reimbursable work.

POLICY / RULE

The City Council Adopted Resolution No. 7332 Financial Policies of the City of Folsom on May 25, 2004. Section D – Intergovernmental Revenues, Paragraph C – Grant Project Resolutions states, “All grants received from the Federal or State government for operating or capital purposes shall be recognized in separate grant project resolutions. A balanced grant project resolution must be adopted prior to beginning the project.”

FINANCIAL IMPACT

The Sacramento Area Council of Governments awarded the City grant funding in the amount of \$400,000, with a local match requirement of \$51,825 for the Roundabout Policy and Feasibility Study Project (Project No. PW2403). Sufficient funds are budgeted and available for the project in the Measure A Fund (Fund 276). If accepted the grant award would increase revenue estimates and appropriations by \$400,000 in the Measure A Fund (Fund 276).

ENVIRONMENTAL REVIEW

This item is exempt from environmental review.

ATTACHMENT

Resolution No. 11190 – A Resolution Accepting a Grant from Sacramento Area Council of Governments and Appropriation of Funds for the Roundabout Policy and Feasibility Study, Project No. PW2403, Federal Project No. 5288(054)

Submitted,

Mark Rackovan, Public Works Director

RESOLUTION NO. 11190

A RESOLUTION ACCEPTING A GRANT FROM SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND APPROPRIATION OF FUNDS FOR THE ROUNDABOUT POLICY AND FEASIBILITY STUDY, PROJECT NO. PW2403, FEDERAL PROJECT NO. 5288(054)

WHEREAS, in November 2019, the Sacramento Area Council of Governments released a call for grant applications for the 2022-2023 Funding Round; and

WHEREAS, at the December 13, 2022 City Council meeting the City Council adopted Resolution No. 10961 – A Resolution Authorizing Staff to Submit Grant Applications to the Sacramento Area Council of Governments for the 2022-23 Funding Round; and

WHEREAS, the Roundabout Policy and Feasibility Study was selected to receive funding through the non-competitive Community Design category; and

WHEREAS, funding in the amount of \$400,000 was awarded to the City, with a local match requirement of \$51,825, resulting in a total project cost of \$451,825; and

WHEREAS, sufficient funds are budgeted and available for the project (Project No. PW2403) in the Measure A Fund (Fund 276) for the local match requirement; and

WHEREAS, the grant funding will be used to prepare the Roundabout Policy and Feasibility Study for the City of Folsom; and

WHEREAS, City Council adopted Resolution No. 11171 on February 27, 2024, authorizing the City Manager to execute a Design and Consulting Services Contract with Kimley-Horn and Associates, Inc. for the Roundabout Policy and Feasibility Study; and,

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

1. Approves the acceptance of a grant from Sacramento Area Council of Governments for the Roundabout Policy and Feasibility Study in the amount of \$400,000; and
2. Appoints the Public Works Director as agent of the City of Folsom to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the project; and
3. Authorizes the Chief Financial Officer to increase revenue estimates and appropriations by \$400,000, the grant award, to the Measure A Fund (Fund 276).

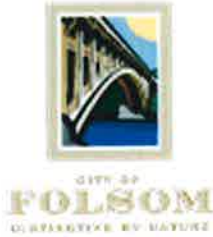
PASSED AND ADOPTED this 14th day of May, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11191 - A Resolution Adopting a List of Projects for Fiscal Year 2024-25 to be Funded by Senate Bill 1: The Road Repair and Accountability Act
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11191 - A Resolution Adopting a List of Projects for Fiscal Year 2024-25 to be Funded by Senate Bill 1: The Road Repair and Accountability Act.

BACKGROUND / ISSUE

On April 28, 2017, California Governor Brown signed into law Senate Bill 1 (SB-1), which establishes the Road Maintenance and Rehabilitation Account (RMRA) to address deferred maintenance on the state highway and local street and road systems. The Bill states that funds shall be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects
- Traffic control devices
- Match for state/federal funds for eligible projects

The City of Folsom is estimated to receive approximately \$2.2 million of RMRA funds for Fiscal Year 2024-25.

The Fiscal Year 2024-25 SB-1 funds will be utilized for the Citywide ADA & Sidewalk Rehab Project, the Street Overlay/Pavement Management Project, and the On-Call Concrete & Asphalt Repair Project. The City of Folsom currently has an overall Pavement Condition Index (PCI) value of 69, which is described as “Good,” according to StreetSaver, the software program that the Public Works Department utilizes to manage the City’s Pavement Management Program. Future projections show that at the pre-SB-1 funding level, this PCI value would degrade to 42 (Poor) by the year 2037 and value to 32 (Very Poor) by 2045. Due to this rapid, yet expected, degradation of the pavement system, this SB-1 funding source is valuable in helping to maintain the City of Folsom’s overall pavement network. It’s worth noting, however, that even with these SB-1 funds, the PCI continues to trend downward.

To receive SB-1 funds, local agencies are required by the California Transportation Commission (CTC) to annually submit a list of projects that may be constructed and funded with RMRA funds, and the list must be part of an approved Resolution. The list of projects allows the City to scope the Capital Improvements to meet the available funding.

The Public Works Capital Improvement Projects identified to utilize SB-1 funding are as follows:

<u>Project</u>	<u>Project Completion</u>	<u>Estimated Useful Life</u>
• Citywide ADA and Sidewalk Rehab Project	June 2025	50 year life
• Street Overlay/Pavement Management FY 2024-25	June 2025	25 year life
○ East Bidwell Street (Riley Street to Blue Ravine Road)		
○ Willow Creek Estates East		
○ Briggs Ranch		
○ Rancho Diablo		
• On-Call Concrete & Asphalt Repair FY 2024-25	June 2025	50 year life

POLICY / RULE

The California Transportation Commission (CTC) requires any agency that will receive funding from SB-1 to submit a list of projects that is part of an adopted Resolution.

ANALYSIS

Staff has reviewed the most recent SB-1 reporting and spending requirements and found them to be reasonable and realistic to achieve.

FINANCIAL IMPACT

RMRA revenue for Fiscal Year 2024-25 is estimated to be \$2.2 million. Adopting this list of eligible projects authorizes staff to use the Fiscal Year 2024-25 funding for the projects on the list.

ENVIRONMENTAL REVIEW

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

ATTACHMENT

Resolution No. 11191 - A Resolution Adopting a List of Projects for Fiscal Year 2024-25 to be Funded by Senate Bill 1: The Road Repair and Accountability Act

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 11191

A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 TO BE FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by California Governor Brown in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure that Folsom residents are aware of the projects proposed for funding in their community, and which projects have been completed each Fiscal Year; and

WHEREAS, the City must pass a resolution adopting a list of eligible projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the list of projects will include projects that may not be completed in the fiscal year allotted due to available funding; and

WHEREAS, the City will receive an estimated \$2.2 million in RMRA funding from SB 1 in Fiscal Year 2024-25; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding that will enable the City to continue essential pavement resurfacing and concrete projects that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a combination of the Pavement Management System and known priorities to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective pavement resurfacing projects that also meet Folsom’s priorities for transportation investment; and

WHEREAS, the SB 1 project list and overall investment in Folsom’s local streets and roads infrastructure — with a focus on basic maintenance and safety, investing in the complete streets infrastructure, and using cutting edge technology, materials, and practices — will have significant positive co-benefits citywide:

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 approves this Resolution adopting the below list of projects to be funded in FY 2024-25 by Senate Bill 1: The Road Repair and Accountability Act.

<u>Project</u>	<u>Project Completion</u>	<u>Estimated Useful Life</u>
• Citywide ADA and Sidewalk Rehab Project	June 2025	50 year life
• Street Overlay/Pavement Management FY 2024-25	June 2025	25 year life
○ East Bidwell Street (Riley Street to Blue Ravine Road)		
○ Willow Creek Estates East		
○ Briggs Ranch		
○ Rancho Diablo		
• On-Call Concrete & Asphalt Repair FY 2024-25	June 2025	50 year life

PASSED AND ADOPTED this 14th day of May 2024 by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

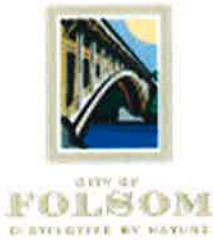
ATTEST:

Christa Freemantle, CITY CLERK

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to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report



MEETING DATE:	5/14/24
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11192 – A Resolution Authorizing the City Manager to Execute a Grant Deed Transfer of a Portion of Lot 16 Located in Russell Ranch Phase 1 from the City of Folsom to the Russell Ranch Community Association
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council move to adopt:

Resolution No. 11192 - A Resolution Authorizing the City Manager to Execute a Grant Deed Transfer of a Portion of Lot 16 Located in Russell Ranch Phase 1 from the City of Folsom to the Russell Ranch Community Association.

BACKGROUND / ISSUE

Following approval by the City Council at their regularly scheduled meeting held on September 12, 2017, the Russell Ranch Large Lot Final Map was recorded on September 21, 2017 and includes Lot 16, which is located directly adjacent to the Russell Ranch Community Association (HOA) Clubhouse property. In the final map, instructions stated this lot, “shall be deeded in fee to the City of Folsom for open space purposes by separate document”. Both the Vesting Tentative Map and Final Map refer to this lot as open space.

In January of 2021, Mackay & Soms prepared the Grant Deed that was recorded on March 11, 2021, transferring Lot 16 ownership from TNHC Russell Ranch, LLC (The New Home Company) to the City of Folsom. Please see the image on the following page for reference.

However, since that time, the New Home Company has constructed the adjacent phase, including the HOA owned and maintained clubhouse property. The clubhouse parcel includes formal landscaping, an event lawn, irrigation, a shade structure, and electrical panel, all of which the HOA currently owns and maintains. Throughout the design and construction of Lot 16 and the clubhouse, it appears the grading plan and landscaping plan for Lot 16, as well as its proximity to the adjacent clubhouse parcel, was not available at the time or not fully considered when the grant deed was executed and transferred to the City in March of 2021. Subsequently, the clubhouse plans were approved by the City of Folsom and a portion of the clubhouse’s landscaping and irrigation resides on the portion of Lot 16 that is the subject matter of this agenda item.

The New Home Company submitted a request to the City to consider transferring the sloped portion of Lot 16 to the Russell Ranch Community Association (HOA) that includes that certain portion of the existing clubhouse landscaping and irrigation on the City’s property. Transferring this portion of Lot 16 to the HOA will allow it to be maintained with the clubhouse parcel while reducing liability to the City for ongoing maintenance. The portion of Lot 16 proposed to be deeded will retain use as an open space parcel in compliance with the original entitlements and conditions. The remainder of Lot 16 will still be owned in fee by the City to allow for access and maintenance of adjacent Alder Creek Parkway. Should this item not be approved, the existing clubhouse irrigation and landscaping in the portion of Lot 16 to be deeded would need to be significantly amended in the field at considerable expense.

City staff has reviewed the request and are in support of this action to transfer a portion of Lot 16 to the Russell Ranch Community Association as shown in Attachment 2 to staff’s report.

POLICY / RULE

The Subdivision Map Act of the State of California and the Folsom Municipal Code require that City Council approve land transfers unless previously authorized under prior approvals.

ANALYSIS

The proposed grant deed of a portion of Lot 16 has been reviewed and approved by the Community Development Department and other City Departments. The proposed use has been found to be in substantial compliance with the approved large lot final map and all conditions pertaining to the map remain satisfied.

Attached is the proposed grant deed document for reference. The proposed transfer will allow the property to retain its current use and designation as open space. The HOA is not seeking any financial obligations from the City and proposes to accept all costs and liabilities of owning this portion of Lot 16.

ENVIRONMENTAL REVIEW

The City has determined that this proposed transfer of a portion of Lot 16 is entirely consistent with the Folsom Area Specific Plan (FPASP) and zoning and therefore, does not result in any new or more severe environmental effects that are peculiar to the project or the parcels as

previously analyzed in the FPASP EIR/EIS and is eligible for exemption from review under the California Environmental Quality Act (CEQA) under the provisions set forth in Government Code Section 65457 and CEQA Guidelines 15182. No further environmental review is required for this proposed grant deed transfer.

ATTACHMENTS

1. Resolution No. 11192 - A Resolution Authorizing the City Manager to Execute a Grant Deed Transfer of a Portion of Lot 16 Located in Russell Ranch Phase 1 from the City of Folsom to the Russell Ranch Community Association
2. Proposed Grant Deed of Portion of Lot 16

Submitted,



PAM JOHNS
Community Development Director

ATTACHMENT 1

Resolution No. 11192 - A Resolution Authorizing the City Manager to Execute a Grant Deed Transfer of a Portion of Lot 16 Located in Russell Ranch Phase 1 from the City of Folsom to the Russell Ranch Community Association

RESOLUTION NO. 11192

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT DEED TRANSFER OF A PORTION OF LOT 16 LOCATED IN RUSSELL RANCH PHASE 1 FROM THE CITY OF FOLSOM TO THE RUSSELL RANCH COMMUNITY ASSOCIATION

WHEREAS, the Russell Ranch Large Lot Final Map was recorded on September 21, 2017 following City Council approval at their regularly scheduled meeting held on September 12, 2017; and

WHEREAS, a grant deed was prepared and recorded that transferred ownership of Lot 16 as created by the Russell Ranch Large Lot Final Map from TNHC Russell Ranch, LLC to the City of Folsom on March 11, 2021; and

WHEREAS, portion of Lot 16 was landscaped and irrigated as part of the improvements with the Russell Ranch Community Association Clubhouse located just to the north of Lot 16; and

WHEREAS, The New Home Company has submitted a request to the City to transfer a portion of Lot 16 from the City to the Russell Ranch Community Association to own in fee, including all associated costs and liabilities at no cost to the City; and

WHEREAS, the grant deed is 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 grant deed transfer of a portion of Lot 16 located in Russell Ranch Phase 1 from the City to the Russell Ranch Community Association.

PASSED AND ADOPTED this 14th day of May, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2
Russell Ranch Lot 16 Grant Deed

NO FEE, For the benefit of the City of Folsom pursuant to Government Code 6103

RECORDING REQUESTED BY:

City of Folsom

And When Recorded Mail This Deed and, Unless Otherwise Shown Below, Mail Tax Statements To:

NAME Russell Ranch Community Association
STREET C/O The New Home Company
ADDRESS 15231 Languna Canyon Rd., Suite 250
CITY Irvine, Ca 92618
STATE Attn: Lori Michael
ZIP

SPACE ABOVE THIS LINE FOR RECORDERS USE

DOCUMENTARY TRANSFER TAX \$ _____

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT THE TIME OF SALE.

Signature of Declarant or Agent Determining Tax Firm Name

GRANT DEED
(PORTION OF LOT 16 – 398 BM 1)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF FOLSOM, a municipal corporation

Hereby **GRANT(S)** to RUSSELL RANCH COMMUNITY ASSOCIATION, a California mutual benefit corporation, the following described real property in the City of Folsom, County Sacramento, State of California, described as follows:

See the Attached Exhibits "A" and "B"

Assessor's Parcel Numbers: Portion of 072-3430-016

CITY OF FOLSOM
a municipal corporation

By: _____

Name: Elaine Andersen
Title: City of Folsom, City Manager

Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Sacramento }

On _____, before me, _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

EXHIBIT "A"

**DESCRIPTION OF PROPERTY
(PORTION OF LOT 16 - 398 BM 1)**

All that real property situated in the City of Folsom, County of Sacramento, State of California located within Sections 15, Township 9 North, Range 8 East, Mount Diablo Meridian, being a portion of the Lot 16 as shown and depicted on that certain final map titled "Final Map (PN16-122) Russell Ranch Large Lot" filed for record on September 21, 2017 in Book 398 of Maps, At Page 1, Sacramento County Records, and more particularly described as follows:

Beginning at the most northerly corner of said Lot 16; thence from the **POINT OF BEGINNING** the following sixteen (16) courses:

1. Along the northeasterly line of said Lot 16, South 49°18'04" East a distance of 67.76 feet to a point of curvature;
2. 16.56 feet along the arc of a tangent 73.00 foot radius curve to the left through a central angle of 13°00'04";
3. Leaving said northeasterly line of Lot 16, South 11°14'48" West a distance of 76.08 feet;
4. South 82°48'55" West a distance of 14.64 feet;
5. South 84°19'31" West a distance of 38.14 feet;
6. South 79°08'11" West a distance of 40.60 feet;
7. South 76°20'21" West a distance of 46.91 feet;
8. South 70°38'37" West a distance of 19.84 feet;
9. South 36°56'03" West a distance of 9.11 feet;
10. South 72°12'42" West a distance of 6.95 feet;
11. South 17°35'00" West a distance of 57.83 feet;
12. South 21°59'52" West a distance of 3.52 feet;
13. North 52°05'21" West a distance of 33.16 feet;
14. North 40°10'56" West a distance of 27.32 feet;
15. North 40°32'08" West a distance of 19.74 feet to the northwesterly line of said Lot 16;
16. Along said northwesterly line of Lot 16, North 48°40'22" East a distance of 258.27 feet to the **Point of Beginning**.

Containing 22,095 square feet of land, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Pedro Jarquin

Pedro Jarquin, PLS 8268
License Expiration Date: 12/31/2025

Date: 4/29/24



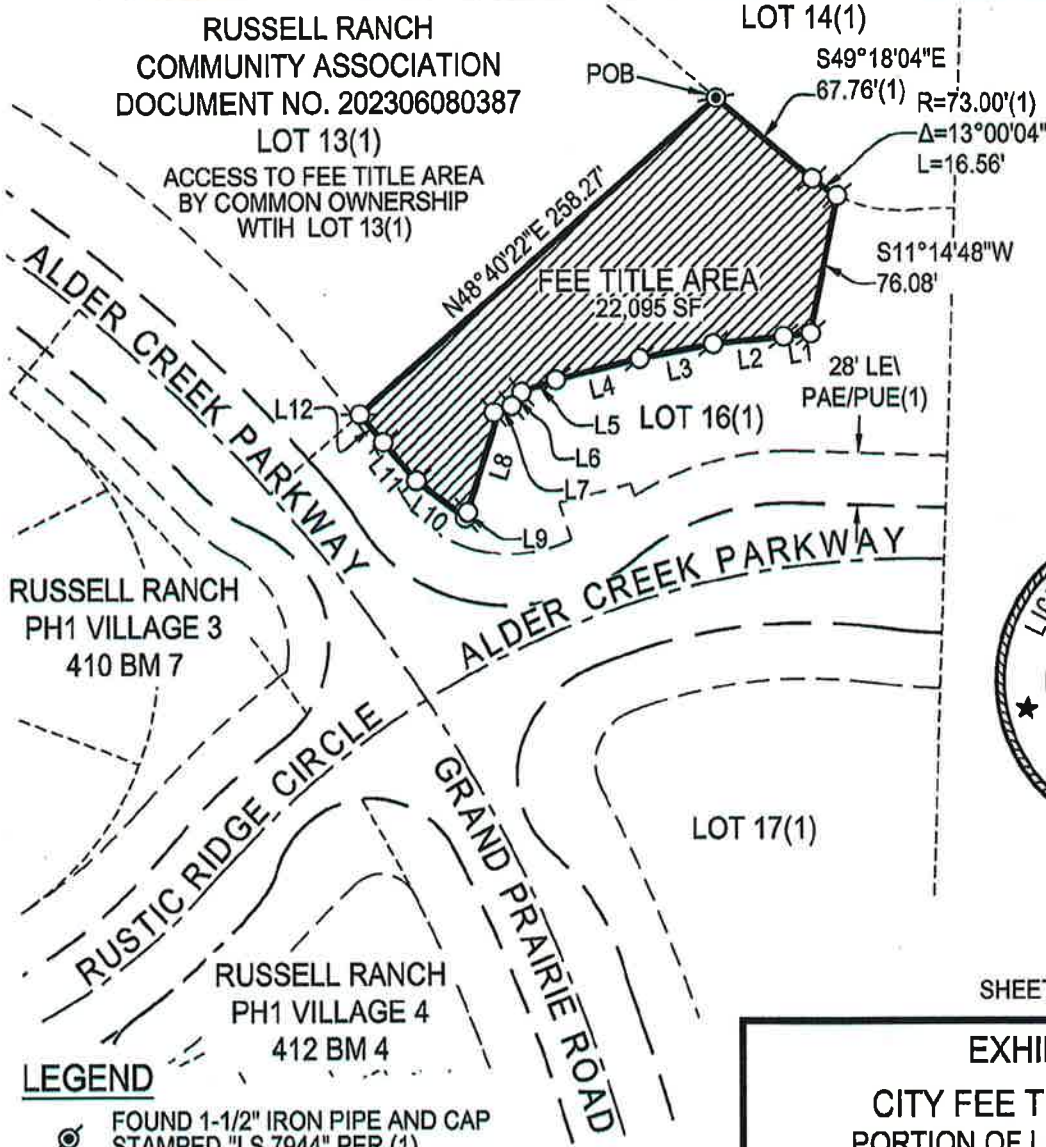
Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678
P:\27107_OA\SRV\Mapping\Desc\LOT 16\desc-LOT 16.docx

Line Table		
Line #	Bearing	Length
L1	S82°48'55"W	14.64'
L2	S84°19'31"W	38.14'
L3	S79°08'11"W	40.60'
L4	S76°20'21"W	46.91'

Line Table		
Line #	Bearing	Length
L5	S70°38'37"W	19.84'
L6	S36°56'03"W	9.11'
L7	S72°12'42"W	6.95'
L8	S17°35'00"W	57.83'

Line Table		
Line #	Bearing	Length
L9	S21°59'52"W	3.52'
L10	N52°05'21"W	33.16'
L11	N40°10'56"W	27.32'
L12	N40°32'08"W	19.74'

P: 27107_OA\SRV\Mapping_Desc\LOT 16\RR-L16-HOA GRANT DEED.dwg
pjjarquin
14:28:50
4-29-2024



4/29/24

SHEET 1 OF 1

LEGEND

- FOUND 1-1/2" IRON PIPE AND CAP STAMPED "LS 7944" PER (1)
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "LS 8268"
- DIMENSION POINT
- BM** BOOK OF MAPS
- LE** LANDSCAPE EASEMENT
- PAE** PEDESTRIAN ACCESS EASEMENT
- POB** POINT OF BEGINNING
- PUE** PUBLIC UTILITY EASEMENT
- (1)** 398 BM 1

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

EXHIBIT "B"

CITY FEE TITLE GRANT
PORTION OF LOT 16 - 398 BM 1
SECTION 15, T. 9 N., R. 8 E., M.D.M.
CITY OF FOLSOM
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

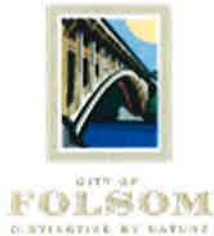
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

PJ	1"= 100'	04/25/2024	27107.LEN
DRAWN BY	SCALE	DATE	JOB NO.

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to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report



MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11193 - A Resolution Authorizing the City Manager to Appropriate Funds for the Local Early Action Planning Grant for Additional Permit Center Expenditures
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to adopt Resolution No. 11193 - A Resolution Authorizing the City Manager to Appropriate Funds for the Local Early Action Planning Grant for Additional Permit Center Expenditures

BACKGROUND / ISSUE

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state’s housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. The first year, those collected revenues were used equally to create State-administered Planning Grants Program. In 2019, Folsom received \$310,000 in SB 2 Planning Grants Program (PGP) Funds for physical construction of a state-of-the-art permit counter, including technology for streamlined processes and access to information, as well as physical improvements to the Community Development Department Permit Center.

Planned Permit Center improvements were put on pause during the pandemic, but some of the grant funds were utilized to support and enhance electronic permitting and plan check. The original design was modified to reflect changes to our permit and plan check systems, customer behaviors, and desire for safety glass to improve security and airborne viruses. In 2022, construction drawings were prepared for the post-pandemic design and put out to bid but all bids were well over budget and bids were rejected by City Council resolution. Staff worked on modifications to further reduce costs and identified additional grant award funding for this qualifying project.

That additional grant, Local Early Action Planning (LEAP) Grants Program, had the same SB2 funding source for purposes of technical assistance, preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment. Folsom received LEAP grant funding of \$300,000 in 2020 for several distinct projects and tasks with consultant expertise and technology enhancements to serve the Folsom community and to advance program housing goals. While many of the projects were completed using grant funds during the pandemic, some of the projects were delayed, cancelled, or converted to alternative funding sources. With the grant expenditure deadline of September 30, 2023 for both PGP and LEAP grants, staff requested and received approval from the State to convert approximately \$150,000 in LEAP grant funds for purposes of completing the PGP funded Permit Center project.

With additional funding identified, the Permit Center project was rebid and City Council approved Resolution 11052 on June 13, 2023 authorizing the City Manager to execute a construction agreement with RBH Construction for the Permit Center project with appropriation of funds (\$367,549). That appropriation of funds for construction and contingency included the remainder of PGP grant funds, a portion of the re-allocated LEAP grant funds, and approximately \$30,000 in general fund dollars for the safety glass at the permit counter. The permit counter project was completed earlier this year within budget including the contingency. However, additional expenses totaling \$52,824 were paid out of the Community Development Department FY23-24 operational budget for equipment and furnishings that qualify for additional re-allocated LEAP grant reimbursement. Since those additional LEAP grant funds were not previously appropriated with the construction contract, this request is to appropriate those funds so that the Community Development Department operational budget can be made whole with grant reimbursement paid to the general fund.

POLICY / RULE

The City Council Adopted Resolution No. 7332 Financial Policies of the City of Folsom on May 25, 2004. Section D - Intergovernmental Revenues, Paragraph C - Grant Project Resolutions states, " All grants received from the Federal or State government for operating or capital purposes shall be recognized in separate grant project resolutions. A balanced grant project resolution must be adopted prior to beginning the project."

ANALYSIS

In 2023, the State Housing and Community Development Department approved a re-allocation of approximately \$150,000 of Folsom’s LEAP grant funding award of \$300,000 for qualifying expenses associated with the Community Development Department Permit Center project. A portion of those re-allocated funds were previously appropriated as part of the City Council Resolution 11052 approving the construction contract with RBH Construction for the Permit Center. However, the Community Development Department incurred additional expenses totaling \$52,823.97 for LEAP grant qualified expenses that were paid out of the department operational budget in this current fiscal year. City Council appropriation of funds is required to move the grant reimbursement from the general fund to the department’s operational budget.

A summary of qualifying expenses paid from Community Development operational budgets in the current fiscal year are listed below.

Vendor/Contractor	Description	Amount
PWC Architects	Contractor bid reviews	\$2,885.00
Jamesville Office Furniture	Staff cubicles	\$16,477.80
Geo Con		\$2442.50
Bell Hardware		\$6,056.45
Home Depot		\$283.38
Wayfair	Lobby/Conf Room Furniture	\$3,950.98
Wayfair	Lobby/Conf Room Furniture	\$955.28
Ashley	Lobby/Conf Room Furniture	\$447.85
Hanger Frames	Frames for artwork	\$180.00
IKEA	Frames for artwork	\$316.00
Amazon		\$278.94
Ultralink		\$6,356.67
Dell		\$11,899.37
VIVYX Printing	Photo/Rendering Prints	\$293.75
Total		\$52,823.97

The reimbursement requests have been submitted to the State for the total amount and those funds will be deposited in the general fund. Community Development Department operational funds are needed for annual and one-time hardware, software, and departmental supplies to be within allocated budget amounts.

FINANCIAL IMPACT

The Local Early Action Planning (LEAP) Grants Program award total was \$300,000 and does not require a financial match. All grant funds were required to be fully expended by September 30, 2024. An additional appropriation of \$52,823.97 is required to utilize the LEAP Program grant funds for the additional expenses incurred for the Permit Center improvements.

ENVIRONMENTAL REVIEW

Implementation of the grant does not meet the CEQA definition of a project and as a result, no further environmental analysis would be required.

ATTACHMENT

Resolution No. 11193 - A Resolution Authorizing the City Manager to Appropriate Funds for the Local Early Action Planning Grant for Additional Permit Center Expenditures

Submitted,

A handwritten signature in blue ink, appearing to be 'Pam Johns', with a long horizontal line extending to the right.

Pam Johns, COMMUNITY DEVELOPMENT DIRECTOR

RESOLUTION NO. 11193**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FOR THE LOCAL EARLY ACTION PLANNING GRANT FOR ADDITIONAL PERMIT CENTER EXPENDITURES**

WHEREAS, the City applied for and received grant funding for a comprehensive update the Community Development Department Permit Center; and

WHEREAS, in 2019, Folsom received \$310,000 in SB 2 Planning Grants Program (PGP) funds for physical construction of a state-of-the-art permit counter, including technology for streamlined processes and access to information, as well as physical improvements to the Community Development Department Permit Center; and

WHEREAS, in 2020, Folsom received \$300,000 in SB2 Local Early Action Planning (LEAP) funds for several distinct projects and tasks with consultant expertise and technology enhancements to serve the Folsom community and to advance program housing goals.; and

WHEREAS, planned Permit Center improvements were put on pause during the COVID-19 pandemic and redesigned or repurposed in response to changed conditions; and

WHEREAS, State Housing and Community Development Department approved reallocation of approximately \$150,000 of the \$300,000 LEAP grant funds for the Permit Center construction and improvements; and

WHEREAS, City Council approved Resolution 11052 authorizing the City Manager to execute a construction agreement with RBH Construction for the Permit Center project with appropriation of funds totaling \$367,549 for construction and contingency; and

WHEREAS, the Community Development Department incurred additional expenses totaling \$52,824 from the department's FY23-24 operational budget for equipment and furnishings that qualify for reimbursement from the re-allocated LEAP grant funds; and

WHEREAS, the remaining LEAP grant funds available for reimbursement have not been appropriated in the general fund for the qualifying expenses totaling \$52,823.97; and

WHEREAS, the Permit Center project is complete, and the final LEAP grant reimbursement request has been submitted for deposit; and

WHEREAS, the PGP and LEAP grant and reimbursement agreements were executed in form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the Finance Director to increase revenue estimates and appropriations by \$52,823.97 in the General Fund (Fund 010) for the Local Early Action Planning Grant for additional Permit Center expenditures.

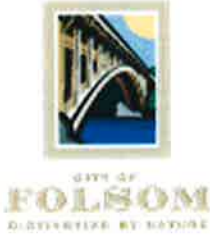
PASSED AND ADOPTED this 14th day of May, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report



MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11194 - A Resolution Accepting the California Automated Permit Processing Grant and Appropriation of Funds
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to approve Resolution No. 11194 - A Resolution Accepting the California Automated Permit Processing Grant and Appropriation of Funds

BACKGROUND / ISSUE

In 2022 the California legislature enacted SB 379 (Solar Access Act) requiring cities with more than 50,000 residents to implement an online, automated permitting platform capable of verifying code compliance and issuing permits in real time for residential photovoltaic (PV) storage systems. The law is intended to reduce costs and delays of permitting. The federal Department of Energy’s National Renewable Energy Laboratory developed automated permitting software (SolarApp+) capable of processing solar systems. Communities can adopt SolarAPP+ or a functional equivalent and must submit annual reports demonstrating compliance over the next ten year period.

To help jurisdictions defray the cost of compliance, the State appropriated \$20 million for the California Automated Permit Processing Program (CalAPP) grant program. Folsom applied for and received a \$60,000 grant to purchase Symbium software and pay for the integration of that software into our existing permitting system. Because the grant amount is within the City Manager’s contract signing authority and no matching funds are required, this action accepts and appropriates the grant funds to implement an online automated permitting platform for solar panels consistent with new requirements of SB379.

POLICY / RULE

The City Council Adopted Resolution No. 7332 Financial Policies of the City of Folsom on May 25, 2004. Section D - Intergovernmental Revenues, Paragraph C - Grant Project Resolutions states, " All grants received from the Federal or State government for operating or capital purposes shall be recognized in separate grant project resolutions. A balanced grant project resolution must be adopted prior to beginning the project."

ANALYSIS

Staff researched and selected Symbium software as the preferred online, automated solar permitting platform to integrate with our current permitting system software. Grant funds would be used for the software, integration, as well as staff training and system maintenance over the next three- to six-month period.

Symbium permitting platform will perform an automated plan review for residential solar energy systems that complete automatic code compliance checks based on user inputs to enable or otherwise issue permits instantly when a project is confirmed as code compliant. There is no need for human review in this system. Online fee payment is supported with automatic permit fee generation. Once fees are paid for an application deemed compliant, an applicant can print a permit job card for the job site and records accordingly.

Folsom received the maximum grant allowance of \$60,000 under the CapAPP program for a jurisdiction of our size to implement a permitting platform for solar systems in compliance with SB379.

FINANCIAL IMPACT

The California Automated Permit Processing Program (CalAPP) grant program award total is \$60,000 and does not require a financial match. All grant funds are required to be fully expended and reimbursed by August 30, 2024. Grant funds will cover Symbium software purchase, integration with the current permitting system, staff training, and maintenance. If accepted the grant award would increase revenue estimates and appropriations by \$60,000 in the General Fund (Fund 010). Costs would be funded initially through the General Fund and reimbursed by the CalAPP funds over two fiscal year periods; Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

ENVIRONMENTAL REVIEW

Grant acceptance is not considered a project under the California Environment Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3). As a result, these actions are exempt from environmental review.

ATTACHMENTS

Resolution No. 11194 - A Resolution Accepting the California Automated Permit Processing Grant and Appropriation of Funds

Submitted,



Pam Johns,
Community Development Director

RESOLUTION NO. 11194

A RESOLUTION ACCEPTING THE CALIFORNIA AUTOMATED PERMIT PROCESSING GRANT AND APPROPRIATION OF FUNDS

WHEREAS, the State appropriated \$20 million for the California Automated Permit Processing Program (CalAPP) grant program to help jurisdictions defray the cost of compliance with SB 379 (Solar Access Act) requiring cities to implement an online, automated permitting platform capable of verifying code compliance and issuing permits in real time for residential photovoltaic (PV) storage systems; and

WHEREAS, the City applied for and received grant approval of \$60,000 to purchase qualifying software (Symbium), integration with the current permitting system, staff training, and system maintenance with no matching fund requirement; and

WHEREAS, grant acceptance is not considered a project under the California Environmental Quality Act (CEQA); and

WHEREAS, sufficient funds are available in the City’s General Fund and will be fully reimbursed by the CalAPP funds over two fiscal year periods Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby approves the acceptance of the grant award from the California Automated Permit Processing Program grant program in the amount of \$60,000 and authorizes the Chief Financial Officer to increase revenue estimates and expenditure appropriations by \$60,000 in the City’s General Fund (Fund 010).

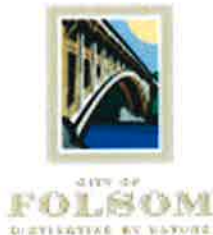
PASSED AND ADOPTED this 14th day of May, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11195 – A Resolution Accepting the Award of American Rescue Plan Act Funds from the County of Sacramento for the HVAC Replacement and Upgrade Projects at the Folsom Community Center and the Folsom Senior and Arts Center and Appropriation of Funds
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11195 – A Resolution Accepting the Award of American Rescue Plan Act Funds from the County of Sacramento for the HVAC Replacement and Upgrade Projects at the Folsom Community Center and the Folsom Senior and Arts Center and Appropriation of Funds.

BACKGROUND / ISSUE

The American Rescue Plan Act (ARPA) enacted on March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Fund to provide support to state, local, and tribal governments. These funds are specifically designated to address the impact of COVID-19 on communities, residents, and businesses, while also aiding in the containment efforts.

Within the County of Sacramento, each of the five supervisorial districts received \$10M in district allocations. Supervisor Sue Frost of District 4, reached out to the Folsom Parks & Recreation Department to identify impactful uses for a \$200,000 allocation from ARPA funds. Following thorough discussions and project evaluations, it was determined that directing these funds toward enhancing the HVAC system at the Folsom Senior and Arts Center would significantly mitigate the effects of COVID-19 within a vulnerable population.

Once it was confirmed that the HVAC upgrade project aligned with the guidelines for ARPA funds usage, the County of Sacramento extended its partnership with the Folsom Parks &

Recreation Department to explore additional parks and recreation projects that would qualify for ARPA funding. Subsequently, the city requested funding ranging from \$1,000,000-\$1,500,000 to replace the HVAC system at the Folsom Community Center. Replacing this HVAC would significantly mitigate the effects of COVID-19 on a vulnerable population including those who attend Fun Factory Preschool, as well as community groups, businesses, organizations, and individuals who rent the facility.

POLICY / RULE

Per sections 602(c)(1) and 603(c)(1) of the ARPA, funds may be used:

1. Respond to the COVID-19 emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits or aid to impacted industries such as tourism, travel, and hospitality;
2. Provide premium pay to essential workers or provide grants to employers of essential workers during the COVID-19 emergency;
3. Provide government services to the extent of the reduction in revenue of such state, territory, or tribal government due to the COVID-19 emergency; or
4. Make necessary investments in water, sewer, or broadband infrastructure.

Additionally, as part of the project entry process, Sacramento County required applicants to meet the project demographic distribution, and certain expenditure categories outlined in Attachment 3.

ANALYSIS

The examination of expenditure categories, and prior endeavors to secure funding for park renovation projects, prompted staff to explore alternative projects prioritizing public health, specifically focusing on COVID-19 prevention in congregate settings (i.e. nursing homes, prisons/jails, dense work sites, schools, and childcare facilities).

At the Folsom Senior Center and Folsom Community Center, the HVAC systems date back to the buildings' original construction in 1994. The Senior Center's units are in dire need of repair, highlighted by a furnace blower motor catching fire in 2023. With an average of 1,500 seniors served monthly, many highly susceptible to COVID-19, and addressing these issues is essential.

Likewise, at the Community Center, two of the six units have been neglected for several years, leading to a doubling in service calls for the remaining four units over the past two years. Given the Community Center's status as a heavily utilized facility catering to a diverse population and housing Fun Factory Preschool, addressing these HVAC concerns is imperative.

The proposed replacements for these HVAC systems not only promise improved system efficiency but also offer significant benefits in filtering airborne contaminants, including viruses. By enhancing filtration capabilities, these units become primary defense mechanisms against airborne pathogens, while increased air changes per hour contribute to better ventilation. These improvements in ventilation and filtration align closely with the objectives of ARPA in

combating the spread of COVID-19, underscoring their importance in safeguarding public health.

FINANCIAL IMPACT

With approval from the City Council, revenue estimates and appropriations in the General Fund (Fund 010) would be increased by \$1,200,000 for the improvement of the HVAC projects. The entire \$1,200,000 allocation must be obligated by December 31, 2024, and fully spent by December 31, 2026.

ENVIRONMENTAL REVIEW

Environmental review is not required pursuant to section 15301 of the CEQA Guidelines (related to Existing Facilities) and section 15303 of the CEQA Guidelines (related to new construction or conversion of small structures). Based on the staff's analysis, 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. 11195 - A Resolution Accepting the Award of Additional ARPA Funds from the County of Sacramento for the HVAC Projects at the Folsom Community Center and the Folsom Senior and Arts Center and Appropriation of Funds.
2. Draft Sacramento County ARPA Subrecipient Agreement
3. Project Demographic Distribution and Expenditure Categories

Submitted,

Kelly Gonzalez, Parks & Recreation Director

ATTACHMENT 1

Resolution No. 11195 - A Resolution Accepting the Award of Additional ARPA Funds from the County of Sacramento for the HVAC Projects at the Folsom Community Center and the Folsom Senior and Arts Center and Appropriation of Funds.

RESOLUTION NO. 11195**A RESOLUTION ACCEPTING THE AWARD OF AMERICAN RESCUE PLAN ACT FUNDS FROM THE COUNTY OF SACRAMENTO FOR THE HVAC REPLACEMENT AND UPGRADE PROJECTS AT THE FOLSOM COMMUNITY CENTER AND THE FOLSOM SENIOR AND ARTS CENTER AND APPROPRIATION OF FUNDS**

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, cities have been called on to respond to the needs of their communities through prevention, treatment, and vaccination of COVID-19; and

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”), which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, within the County of Sacramento, each of the five supervisorial districts received \$10,000,000 in District Allocations; and

WHEREAS, the County of Sacramento engaged with Folsom Parks and Recreation to assess potential projects for subrecipient designation of ARPA funding; and

WHEREAS, the Folsom Parks and Recreation Department submitted two project proposals aimed at enhancing the HVAC system at the Folsom Senior and Arts Center, and replacing the HVAC system at the Folsom Community Center; and

WHEREAS, these projects were specifically proposed to address the exigencies posed by the COVID-19 emergency; and

WHEREAS, these projects align with the expenditure category: COVID-19 Mitigation and Prevention in Congregate Settings; and

WHEREAS, on March 27, 2024, the County of Sacramento approved the proposed projects; and

WHEREAS, the County of Sacramento, will distribute \$1,200,000 in ARPA funds to Folsom Parks and Recreation Department dedicated to the HVAC upgrade at the Folsom Senior and Arts Center and replacement at the Folsom Community Center; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby Approves the acceptance of American Rescue Plan Act funds from the County of Sacramento in the amount of \$1,200,000 and authorizes the Chief Financial Officer to increase revenue estimates and expenditure appropriations by \$1,200,000 in the City’s General Fund (Fund 010).

PASSED AND ADOPTED this 14 day of May, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2
Draft Sacramento County ARPA Subrecipient Agreement

Agreement Number: _____

DRAFT ARPA SUBRECIPIENT AGREEMENT TEMPLATE**SACRAMENTO COUNTY****AMERICAN RESCUE PLAN ACT OF 2021 FEDERAL SUBAWARD AGREEMENT
FOR THE _____ PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2022, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "County", and the (SUBRECIPIENT NAME), (type of agency/organization), hereinafter referred to as "SUBRECIPIENT" or "Subrecipient".

RECITALS

WHEREAS, the negative impacts of the COVID-19 pandemic continue to adversely affect Sacramento County residents and businesses prolonging the downturn in the local, regional and national economies, creating a situation where local small businesses are continuing to financially struggle and residents continue to need assistance to better connect with the health care, mental health, educational, and other local support systems in order to address the impacts of this crisis; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the pandemic; and

WHEREAS, Sacramento County will receive approximately \$301.4 million from the Coronavirus State and Local Fiscal Recovery Funds in two installments, with 50% (\$150 million) provided in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the SUBRECIPIENT has certain, specialized experience in providing [Subrecipient's specialized skills/experience] and

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to provide [County's reason for issuing subaward to Subrecipient]; services to individuals and small businesses during and post the COVID-19 crisis; and

WHEREAS, the services to be performed by SUBRECIPIENT pursuant to this contract will serve to provide direct services to [how funds will be used], and related COVID-19 support services to benefit Sacramento County and its residents; and

WHEREAS, the SUBRECIPIENT has proposed to provide the requested services for the compensation described herein; and

Agreement Number: -----

WHEREAS, the services to be provided by SUBRECIPIENT are not services provided by County employees and; therefore, not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, the services to be provided by SUBRECIPIENT are authorized by Government Code Section 31000; and

WHEREAS, the Board of Supervisors adopted Resolution No. XXXX-XXXX, under which, and on behalf of the County of Sacramento, the Director [redacted], or designee, is authorized to execute an agreement for the services to be provided by SUBRECIPIENT; and

WHEREAS, COUNTY AND SUBRECIPIENT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICES

SUBRECIPIENT shall provide services in the amount, type and manner described in Exhibits A, attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on XXXX.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO SUBRECIPIENT

Director
Department

(SUBRECIPIENT NAME AND ADDRESS)

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

SUBRECIPIENT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances; including, but not limited to, the additional Federal Provisions set forth in Exhibits D and E, and any other

Agreement Number: -----

applicable American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Fund provisions.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. SUBRECIPIENT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. SUBRECIPIENT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. SUBRECIPIENT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

SUBRECIPIENT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to SUBRECIPIENT'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBRECIPIENT hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. SUBRECIPIENT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of SUBRECIPIENT'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF SUBRECIPIENT

- A. It is understood and agreed that SUBRECIPIENT (including SUBRECIPIENT'S employees) is an independent SUBRECIPIENT and that no relationship of employer-employee exists between the parties hereto. SUBRECIPIENT'S

Agreement Number: -----

assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to SUBRECIPIENT under the provisions of this agreement; and as an independent SUBRECIPIENT, SUBRECIPIENT hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that SUBRECIPIENT in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by SUBRECIPIENT for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by SUBRECIPIENT, such person shall be entirely and exclusively under the direction, supervision, and control of SUBRECIPIENT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by SUBRECIPIENT, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent SUBRECIPIENT and not an employee of County, neither the SUBRECIPIENT nor SUBRECIPIENT's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. SUBRECIPIENT shall not be covered by worker's compensation; nor shall SUBRECIPIENT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that SUBRECIPIENT must issue W-2 and 941 Forms for income and employment tax purposes, for all of SUBRECIPIENTs assigned personnel under the terms and conditions of this agreement.

X. SUBRECIPIENT IDENTIFICATION

SUBRECIPIENT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: SUBRECIPIENT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to SUBRECIPIENT.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Agreement Number: -----

- A. SUBRECIPIENT's failure to comply with state and federal child, family and spousal support reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. SUBRECIPIENT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. SUBRECIPIENT shall complete and return SUBRECIPIENT Certification of Compliance forms at the same time SUBRECIPIENT returns the executed copies of this Agreement.

XII. BENEFITS WAIVER

If SUBRECIPIENT is unincorporated, SUBRECIPIENT acknowledges and agrees that SUBRECIPIENT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should SUBRECIPIENT or any employee or agent of SUBRECIPIENT seek to obtain such benefits from COUNTY, SUBRECIPIENT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

SUBRECIPIENT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, SUBRECIPIENT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by SUBRECIPIENT under this Agreement. SUBRECIPIENT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on SUBRECIPIENT's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

SUBRECIPIENT and SUBRECIPIENT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

Agreement Number: -----

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. SUBRECIPIENT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, SUBRECIPIENT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. SUBRECIPIENT shall comply with COUNTY's Good Neighbor Policy. SUBRECIPIENT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of SUBRECIPIENT's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. SUBRECIPIENT shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to SUBRECIPIENT's compliance with the required good neighbor practices specified in this Section. SUBRECIPIENT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

Agreement Number: -----

- C. SUBRECIPIENT shall comply with all applicable public nuisance ordinances.
- D. SUBRECIPIENT shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which SUBRECIPIENT's site is located.
- E. If COUNTY finds that SUBRECIPIENT has failed to comply with the Good Neighbor Policy, COUNTY shall notify SUBRECIPIENT in writing that corrective action must be taken by SUBRECIPIENT within a specified time frame. If SUBRECIPIENT fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to SUBRECIPIENT under this Agreement.
- F. SUBRECIPIENT's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. SUBRECIPIENT agrees and assures COUNTY that SUBRECIPIENT and any SUBCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. SUBRECIPIENT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. SUBRECIPIENT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. SUBRECIPIENT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. SUBRECIPIENT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

Agreement Number: -----

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of SUBRECIPIENT, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of SUBRECIPIENT, its employees, or SUBRECIPIENT's subconsultants or subcontractors at any tier, or any other party for which SUBRECIPIENT is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to SUBRECIPIENT. Upon receipt of tender, SUBRECIPIENT shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. SUBRECIPIENT shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by SUBRECIPIENT or SUBRECIPIENT'S SUBCONTRACTORS at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

XIX. INSURANCE

Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of SUBRECIPIENT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to SUBRECIPIENT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

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SUBRECIPIENT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by SUBRECIPIENT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

SUBRECIPIENT shall ensure that all web sites and web applications provided by SUBRECIPIENT pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement, and as identified in Attachment A, Federal Funding Identification and Schedule.
- B. SUBRECIPIENT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis for services performed during the previous month. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice. The payment shall only occur after the COUNTY reviews the GRANTEE's reimbursement request to ensure that expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless SUBRECIPIENT has obtained prior written COUNTY approval to the contrary.
- D. The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the term of this Agreement.
- E. SUBRECIPIENT shall maintain for five years following termination of this Agreement full and complete documentation of all services and expenditures associated with the use of funds covered under this Agreement.

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- F. In the event SUBRECIPIENT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement SUBRECIPIENT is to provide training of County personnel on legal issues, then SUBRECIPIENT shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXIV. SUBCONTRACTS, ASSIGNMENT

- A. SUBRECIPIENT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. SUBRECIPIENT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement including any and all insurance requirements. SUBRECIPIENT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

SUBRECIPIENT shall attach and apply all terms and conditions in Exhibits D and E, as applicable, to all subcontracts, and shall require that all subcontractors of all levels comply with and attach and apply these terms and conditions to their subcontracts, if any, as applicable.

This Agreement is not assignable by SUBRECIPIENT in whole or in part, without the prior written consent of COUNTY.

XXV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVI. SUCCESSORS

This Agreement shall bind the successors of COUNTY and SUBRECIPIENT in the same manner as if they were expressly named.

XXVII. TIME

Time is of the essence of this Agreement

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XXVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXIX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of **XXXXXXX**, or his/her designee.

XXX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, SUBRECIPIENT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXI. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to SUBRECIPIENT and it is later determined that SUBRECIPIENT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to SUBRECIPIENT should SUBRECIPIENT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to SUBRECIPIENT and it is later determined that SUBRECIPIENT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

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- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to SUBRECIPIENT that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY's Adopted or Adjusted Budget; 2) the COUNTY is advised the funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated, and/or reallocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under paragraph A or C above, SUBRECIPIENT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, SUBRECIPIENT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of SUBRECIPIENT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay SUBRECIPIENT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. SUBRECIPIENT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that SUBRECIPIENT can legally cancel.

XXXII. REPORTS

- A. SUBRECIPIENT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning SUBRECIPIENT's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. SUBRECIPIENT agrees that, pursuant to Government Code section 7522.56, SUBRECIPIENT shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS).

SUBRECIPIENT further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

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XXXIII. AUDITS AND RECORDS

- A. COUNTY or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, SUBRECIPIENT'S financial and program records as necessary to determine SUBRECIPIENT'S compliance with legal and grant agreement requirements and the correctness of claims submitted by SUBRECIPIENT. SUBRECIPIENT shall maintain such records for a period of at least five years following the expenditure of all funds by the County or after December 31, 2026, and shall make them promptly available for copying upon COUNTY'S request. COUNTY shall have the right to withhold any payment under this Agreement until SUBRECIPIENT has provided access to its financial and program records related to this Agreement.
- B. If SUBRECIPIENT expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and SUBRECIPIENT shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.
- C. In addition to the OMB requirements of paragraph B of this section, COUNTY requires SUBRECIPIENT to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor's report and notes is required from SUBRECIPIENT when COUNTY has awarded contracts totaling \$150,000 or more for any twelve-month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from SUBRECIPIENT when COUNTY has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve-month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review SUBRECIPIENT must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit, SUBRECIPIENT is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

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5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

D. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract. If SUBRECIPIENT'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

E. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

F. Submittal and Due Dates for Audits or Reviews

SUBRECIPIENT shall provide to COUNTY a copy of the Audit or Review, as required in this section, due six months following the end of SUBRECIPIENT'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
XXXXXXXX

G. Request for Extension of Due Date

SUBRECIPIENT may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
XXXXXXXX

H. Past Due Audit/Review

COUNTY may withhold payments due to SUBRECIPIENT from all past, current and future contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

XXXIV. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

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XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and SUBRECIPIENT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and SUBRECIPIENT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither SUBRECIPIENT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to the COUNTY. This safety plan and/or narrative description shall describe the education, training, routine

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cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. CONTRACTOR shall make any reasonable corrections that COUNTY requests to such plans.

XL. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XLI. INCORPORATION OF EXHIBITS AND ATTACHMENTS

The Exhibits and Attachments attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

XLII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XLIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO,

SUBRECIPIENT,

By: _____

By: _____

Date:

Date:

CONTRACT AND SUBRECIPIENT TAX STATUS

Agreement Number: -----

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

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DRAFT

Agreement Number: -----

**ATTACHMENT A to Agreement between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and (SUBRECIPIENT NAME) hereinafter
referred to as "SUBRECIPIENT"**

Federal Funding Identification and Schedule
Required Pursuant to 2 CFR 200.332

Subrecipient name (which must match the name associated with its unique entity identifier):	(SUBRECIPIENT NAME)
Subrecipient's unique entity identifier:	
Federal Award Identification Number (FAIN):	HR 1319, Title IX, Subtitle M, Section 9901
Federal Award Date (date when the Federal award is signed by the authorized official of the Federal awarding agency) of award to the recipient by the Federal agency:	05/19/2021
Subaward Period of Performance Start and End Date:	Start: Contract Execution Date End: Contract End Date
Subaward Budget Period Start and End Date:	Start: Contract Execution Date End: Contract End Date
Amount of Federal Funds Obligated by this action by the pass-through entity (Sacramento County) to the subrecipient:	XXXXXX
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:	XXXXXX
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	XXXXXX
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	U.S. Department of Treasury Sacramento County, CA XXXXXXXXXX
Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):	21.027 Coronavirus Local Fiscal Recovery Fund (CLFRF)
Is the award for research and development?	Yes or No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414:	10% de minimis indirect cost rate

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**EXHIBIT A to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
(SUBRECIPIENT NAME),
hereinafter referred to as "SUBRECIPIENT"**

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

The services to be provided under this Agreement include

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**EXHIBIT B to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
(SUBRECIPIENT NAME),
hereinafter referred to as "SUBRECIPIENT"**

I. COUNTY OF SACRAMENTO INSURANCE REQUIREMENTS

Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by SUBRECIPIENT, its agents, representatives, employees, or SUBRECIPIENTS. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require SUBRECIPIENT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

II. VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that SUBRECIPIENT provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

III. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by County Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

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1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance. SUBRECIPIENT has no paid employees. See signed Statement of no Workers' Compensation/Employer's Liability coverage.
- D. UMBRELLA: Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- E. Professional Liability or Errors and Omissions Liability insurance appropriate to SUBRECIPIENT's profession.
- F. Cyber Liability Including Identity Theft, Information Security and Privacy Injury. Coverage shall include, but is not limited to: 1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach 2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. 3. Administrative expenses for forensic expenses and legal services 4. Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. 5. Identity event service expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.

IV. MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT shall maintain limits no less than:

A. GENERAL LIABILITY:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp Ops:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000

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Each Occurrence: \$2,000,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$25,000 per person, \$50,000 each accident, \$50,000 property damage.
- C. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.
- D. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate.

V. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

VI. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by SUBRECIPIENT.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VII. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

A. ALL POLICIES:

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-. VII. County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk

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Manager, the interests of COUNTY and the general public are adequately protected.

MAINTENANCE OF INSURANCE COVERAGE: The SUBRECIPIENT shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

SUBRECIPIENT is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBRECIPIENT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

B. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:

1. **ADDITIONAL INSURED STATUS:** COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied or used by SUBRECIPIENT; or automobiles owned, leased, hired or borrowed by SUBRECIPIENT. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, SUBRECIPIENT'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of SUBRECIPIENT'S insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** SUBRECIPIENT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** SUBRECIPIENT shall be responsible for the acts and omissions of all its subcontractors and additional insured

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endorsements as provided by SUBRECIPIENT'S subcontractor.

C. WORKERS' COMPENSATION:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by SUBRECIPIENT.

D. NOTIFICATION OF CLAIM

If any claim for damages is filed with SUBRECIPIENT or if any lawsuit is instituted against SUBRECIPIENT, that arise out of or are in any way connected with SUBRECIPIENT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, SUBRECIPIENT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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**EXHIBIT C to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
(SUBRECIPIENT NAME),
hereinafter referred to as "SUBRECIPIENT"**

COMPENSATION

1. MAXIMUM PAYMENT TO SUBRECIPIENT

The Maximum Total Payment Amount under this Agreement is:

2. SUBMISSION OF INVOICES

SUBRECIPIENT shall submit an invoice in accordance with the procedures prescribed by COUNTY. Invoices shall be submitted to COUNTY on a quarterly basis, no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice.

SUBRECIPIENT shall include the following information on all invoices:

1. Grant Agreement Number: _____
2. Project Name: _____
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided, Respective Compensation Requested, and certification from SUBRECIPIENT'S financial officer that invoiced expenses were incurred by SUBRECIPIENT
6. Any other information deemed necessary by SUBRECIPIENT and/or COUNTY.

3. COMPENSATION COMPONENTS

Compensation for services rendered under this Agreement shall be in accordance with the fee schedules, as summarized above. Services rendered shall be billed at the usual customary rates for the services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by SUBRECIPIENT shall not exceed the Maximum Total Payment Amount indicated above.

4. ITEMIZED TASKS AND SUBTASKS

If SUBRECIPIENT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other

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limiting factors without the written approval of COUNTY's Project Manager. SUBRECIPIENT shall promptly notify COUNTY's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be re-evaluated and indicate the reason and/or justification for such reevaluation. COUNTY's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

5. WORK NOT IN SCOPE OF SERVICES

SUBRECIPIENT shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that SUBRECIPIENT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds, if any, for such work, or an amendment providing for an adjustment in SUBRECIPIENT's compensation is approved and executed by both parties.

6. NOTIFICATION OF 50% AND 100% EXPENDITURE OF COMPENSATION

SUBRECIPIENT shall notify COUNTY'S Project Manager in writing upon expenditure of fifty percent (50%) of the authorized Agreement amount and upon one hundred percent (100%) of the authorized Agreement amount.

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to SUBRECIPIENT at address in the Notice provision of this Agreement.

SUBRECIPIENT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

8. BUDGET REVISION REQUESTS

A request for line item transfers within budget categories must be made prior to any expenditure made using requested budget changes. The line item transfers may be approved, provided such transfers do not exceed the total Agreement amount and do not compromise the intent of the program/services.

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**EXHIBIT D to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
(SUBRECIPIENT NAME),
hereinafter referred to as "SUBRECIPIENT"**

**FEDERAL SUBAWARD AMERICAN RESCUE PLAN ACT 2021
REQUIREMENTS**

The terms of this Exhibit shall apply to Subrecipient, and all of its subcontractors, subrecipients, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement, as relevant. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Subrecipients who receive funding under the American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Fund shall comply with all ARPA-applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent U.S. Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws. This Exhibit includes key provisions of the ARPA set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- A. **Subrecipient Acknowledgement.** The Subrecipient acknowledges that it is a subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR") 200.93.
- B. **Subrecipient Compliance with Federal Award.** At all times during which the Subrecipient is performing under this Agreement, the Subrecipient shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.
- C. **Compliance with the Federal Uniform Guidance.** The Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the "Uniform Guidance") when meeting its obligations under this Agreement. The Uniform Guidance can be found at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.
- D. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local

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law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the Subrecipient from its obligation to comply with any such applicable provisions.

- E. **Federal Agency Guidance Obligations.** By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 and any and all relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance. Subrecipient is required to comply with the Coronavirus State and Local Fiscal Recovery Fund Federal Provisions: COVID-19 State and Local Fiscal Guidance for State, Territorial, Local and Tribal Governments found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>; U.S. Treasury COVID-19 State and Local Fiscal Recovery Fund - Final Rule found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>; COVID-19 U.S. Treasury State and Local Fiscal Recovery Funds: Overview of the Final Rule found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>; COVID-19 State and Local Fiscal Recovery Fund Frequently Asked Questions found at: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>; COVID-19 State and Local Fiscal Recovery Fund Fact Sheet found at: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL-1-508A.pdf>; U.S. Treasury Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds found at: <https://www.cfo.gov/assets/files/Treasury%20SLFRF%20Compliance%20Supplement%20Addendum%201%20PDF.pdf>; and any other federal agency guidance relevant to this Agreement.
- F. **Prohibition on Duplicative Funding.** The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.
- G. **Audits and Records**
COUNTY or its designee and the United States Department of the Treasury Office of Inspector General or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, Subrecipient's financial and program records as necessary to determine compliance with legal and grant agreement requirements and the correctness of claims submitted by Subrecipient. Subrecipient shall maintain such records for a period of at least five years following the expenditure of all funds by the County or after December 31, 2026, and shall make them promptly available for copying upon request.

If Subrecipient expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless

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Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and Subrecipient shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.

- H. **Grant Subaward.** The Subrecipient shall enter into a written grant subaward agreement for each subaward of ARPA funds that the Subrecipient makes to a subrecipient. The Subrecipient shall ensure that each written grant subaward agreement for a subaward of ARPA funds imposes on the subrecipient all the obligations that this agreement imposes on the Subrecipient.
- I. **Subcontract.** The Subrecipient shall enter into a written contract when it purchases goods or services using ARPA funds. All procurement contracts using ARPA funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain 2 CFR Part 200 Appendix II provisions, listed in Exhibit E of this Agreement, as applicable.
- J. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- K. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (“**Remedies for Noncompliance**”), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or County may impose, and the Federal Awarding Agency or County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate this Agreement;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;

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5. Withhold further Federal Awards for the project or program; or
 6. Take other remedies that may be legally available.
- L. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- M. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre- approval therefrom.
- N. **Suspension and Debarment.** The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.
- O. **Federal Non-Discrimination.**
1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
 2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
 3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
 4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- P. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.
- Q. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Subrecipient’s actions pertaining to this Agreement.

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- R. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- S. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**
The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:
- a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- T. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a SUBRECIPIENT of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (“**Procurement of Recovered Materials**”). For the purposes of this provision, the Subrecipient does not meet the applicable definition of “SUBRECIPIENT” of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.

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- U. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
- V. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Subrecipient shall:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 2. Report each violation of the Clean Air Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- W. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Subrecipient shall:
- a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
 - b. Report each violation of the Federal Water Pollution Control Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- X. **SUBRECIPIENT Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:
1. This Agreement and employees working on this Agreement shall be subject

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to the whistleblower rights and remedies in the pilot program on SUBRECIPIENT employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold.

- Y. **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**
The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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**EXHIBIT E to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
_____,
hereinafter referred to as "SUBRECIPIENT"**

FEDERAL CONTRACTING PROVISIONS

Appendix II to Part 200: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – AMERICAN RESCUE PLAN ACT (ARPA) OF 2021

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Subrecipient shall include the terms of this Exhibit in all contracts executed for performance of services provided pursuant to this Agreement, as applicable.

(A) Remedy for Breach. Contracts in excess of \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for Cause. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

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compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

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otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials, § 200.323: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment, § 200.216:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision

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Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements, § 200.322:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) Assurance of Compliance with Civil Rights Requirements

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The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(N) Access to Records

- a. The Contractor agrees to provide the County of Sacramento, the primary subrecipient of the federal funding, if any, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the Federal Awarding Agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(O) Federal Awarding Agency Seal, Logo, and Flags.

The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific pre-approval.

(P) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

(Q) No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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(R) Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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**EXHIBIT F to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
(SUBRECIPIENT NAME),
hereinafter referred to as "SUBRECIPIENT"**

SUBRECIPIENT CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

SUBRECIPIENT hereby certifies that either:

- _____ (a) the SUBRECIPIENT is a government or non-profit entity (exempt), or
- _____ (b) the SUBRECIPIENT has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) SUBRECIPIENT'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New SUBRECIPIENT shall certify that each of the following statements is true:

- a. SUBRECIPIENT has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. SUBRECIPIENT has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento

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Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsupport.ca.gov.

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

Signature

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**EXHIBIT G to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY",
and (SUBRECIPIENT NAME),
hereinafter referred to as "SUBRECIPIENT"**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

SUBRECIPIENT agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if SUBRECIPIENT is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that SUBRECIPIENT named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that SUBRECIPIENT is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.

Agreement Number: -----

7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SUBRECIPIENT

BY: _____

DATE:

DRAFT

Agreement Number: _____

**EXHIBIT H to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY",
and (SUBRECIPIENT NAME)
hereinafter referred to as "SUBRECIPIENT"**

Byrd Anti-Lobbying Amendment

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of SUBRECIPIENT's Authorized Official:

_____ Date _____

ATTACHMENT 3

Project Demographic Distribution and Expenditure Categories

Project Demographic Distribution

Applicable to Public Health and Negative Economic Impact ECs: EC 1.1-2.37

Category	Impacted	Disproportionately Impacted
Public Health	General Public	N/A
Assistance to Households	Low- or-moderate income households or populations	Low-income households and populations
	Households that experienced unemployment	Households and populations residing in Qualified Census Tracts
	Households that experienced increased food or housing insecurity	Households that qualify for certain federal programs
	Households that qualify for certain federal programs ¹	Households receiving services provided by Tribal governments
	For services to address lost instructional time in K-12 schools: any students that lost access to in person instruction for a significant period of time	Households residing in the U.S. territories or receiving services from these governments
	Other households or populations that experienced a negative	For services to address educational disparities, Title I eligible schools
	economic impact of the pandemic other than those listed above (please specify)	Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)
Assistance to Small Businesses	Small businesses that experienced a negative economic impact of the pandemic	Small businesses operating in Qualified Census Tracts
	Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)	Small businesses operated by Tribal governments or on Tribal lands
		Small businesses operating in the U.S. territories
		Other small businesses disproportionately impacted by the pandemic (please specify)
Assistance to Non-Profits	Non-Profits that experienced a negative economic impact of the pandemic (please specify)	Non-profits operating in Qualified Census Tracts
	Classes of non-profits designated as negatively economically impacted by the pandemic (please specify)	Non-profits operated by Tribal governments or on Tribal lands
		Non-profits operating in the U.S. territories
		Other non-profits disproportionately impacted by the pandemic (please specify)
Aid to Impacted Industries	Travel, tourism, or hospitality sectors (including Tribal development districts)	N/A
	Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)	

Continued on next page.

Expenditure Categories

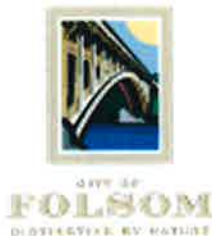
Expenditure Category	EC ¹⁵
1: Public Health	
COVID-19 Mitigation & Prevention	
COVID-19 Vaccination [^]	1.1
COVID-19 Testing [^]	1.2
COVID-19 Contact Tracing [^]	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.) ^{**}	1.4
Personal Protective Equipment [^]	1.5
Medical Expenses (including Alternative Care Facilities) [^]	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) [^]	1.7
COVID-19 Assistance to Small Businesses [^]	1.8
COVID 19 Assistance to Non-Profits [^]	1.9
COVID-19 Aid to Impacted Industries [^]	1.10
Community Violence Interventions	
Community Violence Interventions ^{**}	1.11
Behavioral Health	
Mental Health Services ^{**}	1.12
Substance Use Services ^{**}	1.13
Other	
Other Public Health Services [^]	1.14
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-

Continued on next page.

Expenditure Category	EC ¹⁵
2: Negative Economic Impacts	
Assistance to Households	
Household Assistance: Food Programs ^{*^}	2.1
Household Assistance: Rent, Mortgage, and Utility Aid ^{*^}	2.2
Household Assistance: Cash Transfers ^{*^}	2.3
Household Assistance: Internet Access Programs ^{*^}	2.4
Household Assistance: Paid Sick and Medical Leave [^]	2.5
Household Assistance: Health Insurance ^{*^}	2.6
Household Assistance: Services for Un/Unbanked ^{*^}	2.7
Household Assistance: Survivor's Benefits [^]	2.8
Unemployment Benefits or Cash Assistance to Unemployed Workers ^{*^}	2.9
Assistance to Unemployed or Underemployed Workers (e.g., job training, subsidized employment, employment supports or incentives) ^{*^}	2.10
Healthy Childhood Environments: Child Care ^{*^}	2.11
Healthy Childhood Environments: Home Visiting ^{*^}	2.12
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System ^{*^}	2.13
Healthy Childhood Environments: Early Learning ^{*^}	2.14
Long-term Housing Security: Affordable Housing ^{*^}	2.15
Long-term Housing Security: Services for Unhoused Persons ^{*^}	2.16
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities ^{*^}	2.17
Housing Support: Other Housing Assistance ^{*^}	2.18
Social Determinants of Health: Community Health Workers or Benefits Navigators ^{*^}	2.19
Social Determinants of Health: Lead Remediation ^{*^}	2.20
Medical Facilities for Disproportionately Impacted Communities [^]	2.21
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety [^]	2.22
Strong Healthy Communities: Demolition and Rehabilitation of Properties [^]	2.23
Addressing Educational Disparities: Aid to High-Poverty Districts [^]	2.24
Addressing Educational Disparities: Academic, Social, and Emotional Services ^{*^}	2.25
Addressing Educational Disparities: Mental Health Services ^{*^}	2.26
Addressing Impacts of Lost Instructional Time [^]	2.27
Contributions to UI Trust Funds [^]	2.28
Assistance to Small Businesses	
Loans or Grants to Mitigate Financial Hardship [^]	2.29
Technical Assistance, Counseling, or Business Planning ^{*^}	2.30
Rehabilitation of Commercial Properties or Other Improvements [^]	2.31
Business Incubators and Start-Up or Expansion Assistance ^{*^}	2.32
Enhanced Support to Microbusinesses ^{*^}	2.33
Assistance to Non-Profits	
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) [^]	2.34

Continued on next page.

Expenditure Category	EC ¹⁵
Aid to Impacted Industries	
Aid to Tourism, Travel, or Hospitality [^]	2.35
Aid to Other Impacted Industries [^]	2.36
Other	
Economic Impact Assistance: Other ^{^^}	2.37
Household Assistance: Eviction Prevention ^{^^}	-
Education Assistance: Other ^{^^}	-
Healthy Childhood Environments: Other ^{^^}	-
Social Determinants of Health: Other ^{^^}	-
3: Public Health-Negative Economic Impact: Public Sector Capacity	
General Provisions	
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1
Public Sector Workforce: Rehiring Public Sector Staff	3.2
Public Sector Workforce: Other	3.3
Public Sector Capacity: Effective Service Delivery	3.4
Public Sector Capacity: Administrative Needs	3.5
4: Premium Pay	
Public Sector Employees	4.1
Private Sector: Grants to Other Employers	4.2
5: Infrastructure	
Water and Sewer	
Clean Water: Centralized Wastewater Treatment	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2
Clean Water: Decentralized Wastewater	5.3
Clean Water: Combined Sewer Overflows	5.4
Clean Water: Other Sewer Infrastructure	5.5
Clean Water: Stormwater	5.6
Clean Water: Energy Conservation	5.7
Clean Water: Water Conservation	5.8
Clean Water: Nonpoint Source	5.9
Drinking water: Treatment	5.10
Drinking water: Transmission & Distribution	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12
Drinking water: Source	5.13
Drinking water: Storage	5.14
Drinking water: Other water infrastructure	5.15
Water and Sewer: Private Wells	5.16
Water and Sewer: IJJA Bureau of Reclamation Match	5.17
Water and Sewer: Other	5.18
Broadband	
Broadband: "Last Mile" projects	5.19
Broadband: IJJA Match	5.20
Broadband: Other projects	5.21
6: Revenue Replacement	
Provision of Government Services	6.1



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11196 - A Resolution Authorizing the City Manager to Execute a Purchase Agreement with BSN Sports for Replacement Bleachers at Lembi Softball Complex, and the Sports Fields at Mann and Rodeo Parks, and Appropriation of Contingency Funds
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11196 - A Resolution Authorizing the City Manager to Execute a Purchase Agreement with BSN Sports for Replacement Bleachers at Lembi Softball Complex, and the Sports Fields at Mann and Rodeo Parks, and Appropriation of Contingency Funds.

BACKGROUND / ISSUE

The city was recently notified that we currently have bleachers that are not within safety standards. Park Maintenance staff evaluated the condition of all bleachers located in parks throughout the City of Folsom. During this inspection and evaluation, it was determined that a total of 14 bleachers were not compliant.

POLICY / RULE

In accordance with Chapter 2.36.080, contracts for supplies, equipment, services, and construction with a value of \$73,209 or greater shall be awarded by the City Council. Additionally, in accordance with Chapter 2.36.150 of the Folsom Municipal Code, Notwithstanding any other provisions of this chapter, the city manager shall make, or authorize others to make, emergency procurement of supplies, equipment, services, or construction items when there exists a threat to public health, welfare, or safety; provided, that such emergency

procurement shall be made with sufficient competition as is practicable under the circumstances. The requesting department shall complete a waiver of bid format and submit it to the purchasing agent for filing with the city clerk. (Ord. 723 § 3 (part), 1991)

ANALYSIS

Measurements all fell beyond the code requirements identified in the Consumer Product Safety Commission (CPSC) for the American National Standard for Bleachers, Seating and Grandstands ICC 300-2017.

FINANCIAL IMPACT

The cost of replacing the Lembi Park Softball Complex, Mann Park, and Rodeo Park bleachers is proposed to be financed from the General Fund’s (Fund 010) contingency budget. Sufficient funds for this emergency procurement are available in the General Fund’s (Fund 010) contingency budget. Staff requested quotes from the following three companies:

- BSN Sports \$63,145.66
- Trigon Sports \$90,670.44
- ULINE \$101,312.85

The request includes a 10% construction contingency in the event there are conditions that are not known at this time. Staff is recommending purchasing the 14 bleachers for replacement from BSN Sports as the lowest and most qualified vendor for this equipment. The total project with contingency would be in the amount of \$69,460.22.

<u>Project Costs:</u>	
Total Cost of Bleachers	\$63,145.66
Project Contingency	\$ 6,314.56
Total project Cost	\$69,460.22

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act, the proposed project is Categorically Exempt per Article 19, 15300.1 – Relation to Ministerial Projects.

ATTACHMENTS

1. Resolution No. 11196 - A Resolution Authorizing the City Manager to Execute a Purchase Agreement with BSN Sports for Replacement Bleachers at Lembi Park Softball Complex, and the Sports Fields at Mann and Rodeo Parks, and Appropriation of Contingency Funds.

Submitted,

Kelly Gonzalez, Parks & Recreation Director

RESOLUTION NO. 11196

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH BSN SPORTS FOR REPLACEMENT BLEACHERS AT LEMBI SOFTBALL COMPLEX, AND THE SPORTS FIELDS AT MANN AND RODEO PARKS, AND APPROPRIATION OF CONTINGENCY FUNDS

WHEREAS, the park maintenance staff inspected all of the City of Folsom park bleachers; and

WHEREAS, the inspections revealed that a total of 14 bleachers were out of compliance with current codes; and

WHEREAS, it is in the city’s best interest to replace a total of 14 non-compliant bleachers for valid safety reasons; and

WHEREAS, sufficient funds for this emergency procurement are available in the General Fund’s (Fund 010) contingency budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom approves the purchase of fourteen (14) sets of bleachers at a cost of \$69,460.22 and authorizes the City Manager to execute a purchase agreement with BSN Sports for replacement bleachers at Lembi Park Softball Complex, and the sports fields at Mann and Rodeo Parks, and the Finance Director is authorized to appropriate an amount not to exceed \$69,460.22 from the General Fund contingency budget for the bleacher replacement procurement..

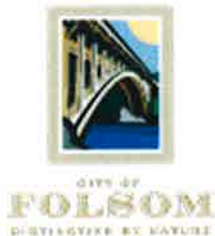
PASSED AND ADOPTED this 14 day of May 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11197 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with All-American Construction, Inc. for the Blue Ravine Road Pavement Rehabilitation Phase II Fiscal Year 2023-24 Project 8017 and Appropriation of Funds
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11197 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with All-American Construction, Inc. for the Blue Ravine Road Pavement Rehabilitation Phase II Fiscal Year 2023-24 Project 8017 and Appropriation of Funds.

BACKGROUND / ISSUE

The Public Works Department manages the City of Folsom's Pavement Management Program, which includes funding for the repair, resurfacing, and maintenance of roadways in the city.

This project will rehabilitate and resurface the pavement on Blue Ravine Road between School Street and Oak Avenue Parkway, as well as the following residential streets:

- Flower Drive (Blue Ravine Road to Willow Creek Drive)
- Remington Drive
- Stanton Court
- Corral Court
- Carson Court
- Burnham Court
- Pennock Court

Components of the project include localized asphalt repairs, installation of an asphalt interlayer paving mat for increased structural section strength and reflective crack mitigation, rubberized and traditional asphalt overlays, upgrades to pedestrian facilities with the installation of Americans with Disabilities Act (ADA) compliant ramps, a relocated trail connection with enlarged pedestrian gathering areas at the Folsom Middle School signal, enhanced wet-night visibility traffic striping, buffered bike lanes and the installation of new school zone flashing beacons and warning signs.

Most of this work will occur during daytime hours, with lane closures allowed between 8:30 a.m. and 3:30 p.m. There may be items of work that will be performed at night if deemed appropriate to reduce traffic congestion. Proper notification will be given to the traveling public and surrounding properties that may be affected.

In February 2022, the City of Folsom (City) contracted with Kimley-Horn and Associates, Inc., to conduct a pavement evaluation of Blue Ravine Road, which consisted of visual observations, asphalt core testing, pavement deflection testing, testing results analysis, and preparation of the project plans, specifications, and estimate. The report recommended that the distressed pavement be repaired by either the traditional method of “mill & fill” or by utilizing a Cold In-Place Recycling (CIR) process. Based on a cost analysis performed by Kimley-Horn and Associates, Inc., the “mill & fill” option was chosen due to the limited number of areas that require pavement repair.

This project is expected to begin in June 2024 and be completed by August 2024.

POLICY / RULE

Section 2.36.120 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$73,209 or greater shall be awarded by the City Council.

ANALYSIS

Public Works staff prepared the bid package, and the project was publicly advertised on March 28, 2024. On April 18, 2024, the Public Works Department received the following bids:

- All-American Construction, Inc. \$ 1,979,189.00
- McGuire & Hester \$ 2,048,337.00
- B&M Builders, Inc. \$ 2,079,562.00
- Lamon Construction Co., Inc. \$ 2,096,030.65
- All Phase Construction & Engineering, Inc. \$ 2,104,032.00
- Central Valley Engineering & Asphalt, Inc. \$ 2,131,169.00
- Teichert Construction \$ 2,176,026.50
- JV Lucas Paving, Inc. \$ 2,229,276.50
- United Pavement Maintenance, Inc. \$ 2,273,621.00

The Engineer’s Estimate for this project was initially advertised as \$1,500,000. After opening the bids, the discrepancy between the engineer’s estimate and the bids received revealed that the item

for the Paving Mat was not included in the engineer's estimate. Including this item resulted in an engineer's estimate of \$1,640,000. The remaining discrepancy between the revised engineer's estimate and the close range of bids was due to cost increases in multiple bid items over recent bid prices from similar projects. The nine bids received are within 14% of each other, which indicates that the scope of work was clear to all bidders. The Public Works Department has evaluated the bids received and recommends that the contract be awarded to the low-bidder, All-American Construction, Inc.

Staff will use the City's standard Construction Agreement in a form acceptable to the City Attorney.

FINANCIAL IMPACT

The contract with All-American Construction, Inc. would be authorized for \$1,979,189, with a contingency amount of \$197,919 for a total amount not to exceed \$2,177,108.

Funds in the amount of \$1,569,113 are budgeted and available in the Street Overlay/Pavement Management Project 8017, utilizing SB1 Road Maintenance and Rehabilitation Fund (Fund 235) and Measure A (Fund 276). Staff is requesting an appropriation of \$547,995 in the Measure A Fund (Fund 276) where funds are currently available.

ENVIRONMENTAL REVIEW

All items of work are categorically exempt from environmental review.

ATTACHMENT

Resolution No. 11197 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with All-American Construction, Inc. for the Blue Ravine Road Pavement Rehabilitation Phase II Fiscal Year 2023-24 Project 8017 and Appropriation of Funds

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 11197**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT WITH ALL-AMERICAN CONSTRUCTION, INC. FOR THE BLUE RAVINE ROAD PAVEMENT REHABILITATION PHASE II FISCAL YEAR 2023-24 PROJECT 8017 AND APPROPRIATION OF FUNDS**

WHEREAS, the City of Folsom desires to rehabilitate the existing pavement and overlay the asphalt on Blue Ravine Road between School Street and Oak Avenue Parkway, Flower Drive, Remington Drive, Stanton Court, Corral Court, Carson Court, Burnham Court and Pennock Court; and

WHEREAS, the City of Folsom desires to upgrade pedestrian facilities to meet the Americans with Disabilities Act (ADA) requirements, and in consultation with the Folsom Cordova Unified School District will be modifying the pedestrian crossing on Blue Ravine Road at Folsom Middle School to accommodate a larger student gathering area and the crosswalk is being relocated to provide a direct path to the sidewalk onto school property; and

WHEREAS, the project was publicly advertised, and the bids were received on April 18, 2024, with All-American Construction, Inc. being the lowest responsible bidder; and

WHEREAS, funds in the amount of \$1,569,113 are budgeted and available in the Street Overlay/Pavement Management Project 8017; and

WHEREAS, an appropriation in the amount of \$547,995 will be needed; and

WHEREAS, additional funds in the amount of \$547,995 are available in the Measure A Fund (Fund 276); and

WHEREAS, the contract 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 Construction Agreement with All-American Construction, Inc. for the Blue Ravine Road Pavement Rehabilitation Phase II Fiscal Year 2023-24 Project 8017 in the amount of \$1,979,189, with the budgeted amount to include a contingency amount of \$197,919 for a total not-to-exceed amount of \$2,177,108.

BE IT FURTHER RESOLVED that the Chief Financial Officer is authorized to appropriate \$547,995 for this project in the Measure A Fund (Fund 276).

PASSED AND ADOPTED on this 14th day of May 2024, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):

ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Michael D. Kozlowski, MAYOR

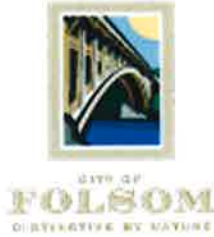
ATTEST:

Christa Freemantle, CITY CLERK

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to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11198 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement with Capra Environmental Services Corp for Managed Grazing Services Within the City of Folsom
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11198 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement with Capra Environmental Services Corp for Managed Grazing Services Within the City of Folsom.

BACKGROUND / ISSUE

Over the past seven years, the Parks and Recreation Department has been incorporating goat grazing as part of our annual weed abatement program. This year staff is proposing to expand the grazing areas to replace mechanical removal (crews with weed eaters). In having these areas grazed as opposed to traditional methods, the city will save on labor and fuel costs, which are at an all-time high. Beyond the cost savings, grazing produces a better end-product by completely removing combustible materials rather than just cutting the weeds and leaving debris.

POLICY / RULE

In accordance with Chapter 2.36.090 (A)(1) and 2.36.120 of the Folsom Municipal Code, professional services are not subject to competitive sealed bidding requirements, and those costing \$73,209 or greater shall be awarded by City Council.

ANALYSIS

On December 20, 2021, the Parks and Recreation Department advertised a Request for Proposal for managed grazing services. The RFP was posted on CIPList.com as well as the City of Folsom website with responses due back to the city by 4:00 pm January 28, 2022. An internal review team was assembled of Parks and Recreation Staff. The criteria for ranking the qualifications were based on the following areas: relevant experience and staff resources, project understanding, and ability to complete work in allocated time frame. In total three responses were received (Capra, Intergrazers, and Blue Tent Farms LLC) and after reviewing their responses, and compiling scores, staff concluded that Capra Environmental Services Corp demonstrated they were the most qualified based on their ability to complete the scope of work in the allotted timeframe and expertise.

FINANCIAL IMPACT

The cost of this contract will be funded through several different funding sources shown in the table below. The contract period spans two fiscal years, funds were budgeted and are currently available in the Fiscal Year 2023-24 budget and remaining funds will be budgeted for Fiscal Year 2024-25. This is the final one-year extension available on this contract and future years will be bid on through the RFP process. The Fiscal Year 2023-24 contract amount is estimated to be approximately \$130,300 and Fiscal Year 2024-25 is \$141,500 for a total contract price of \$271,800.

	Acres	10% Contingency for re-graze	FY 23/24	FY 24/25	Total Cost
American River Canyon North	41.84	\$1,845.14	\$ 20,296.58		\$ 20,296.58
Briggs Ranch	5.81	\$256.22		\$ 2,818.43	\$ 2,818.43
Folsom Heights	15.72	\$693.25		\$ 7,625.77	\$ 7,625.77
Natoma Station	1.18	\$52.04		\$ 572.42	\$ 572.42
Prairie Oaks Ranch	53.56	\$2,362.00		\$ 25,981.96	\$ 25,981.96
Los Cerros	0.52	\$22.93		\$ 252.25	\$ 252.25
Willow Springs	21.75	\$959.18	\$ 10,550.93		\$ 10,550.93
Broadstone 124	22.57	\$995.34		\$ 10,948.71	\$ 10,948.71
Broadstone 3	35.14	\$1,549.67	\$ 17,046.41		\$ 17,046.41
CFD 18	158.64	\$6,996.02	\$ 57,717.20	\$ 19,239.07	\$ 76,956.26

General Fund	203.56	\$8,977.00	\$ 24,686.74	\$ 74,060.22	\$ 98,746.96
TOTAL	560.29	\$24,708.79	\$ 130,297.86	\$ 141,498.82	\$ 271,796.68

ATTACHMENTS

Resolution No. 11198 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement with Capra Environmental Services Corp for Managed Grazing Services Within the City of Folsom

Submitted,

Kelly Gonzalez, Parks & Recreation Director

RESOLUTION NO. 11198

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH CAPRA ENVIRONMENTAL SERVICES CORP FOR MANAGED GRAZING SERVICES WITHIN THE CITY OF FOLSOM

WHEREAS, the City of Folsom desires to enter into an agreement with Capra Environmental Services Corp. with an effective June 1 ,2024 through May 31,2025, for managed grazing services; and

WHEREAS, the existing contract (173-21 22-020) between Capra Environmental Services Corp. and the City of Folsom allows for amendments for additional services; and

WHEREAS, this amendment will be an extension of the existing agreement (173-21 22-020); and

WHEREAS, this amendment will incorporate additional grazing sites in the newly accepted areas of CFD 18; and

WHEREAS, sufficient funds are available in the General Fund, Landscaping and Lighting Districts, and Community Facilities Districts Fiscal Year 2023-24 budgets; and

WHEREAS, the remaining funding will be budgeted for work taking place in the Fiscal Year 2024-25; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute amendment No. 1 to the agreement (Contract 173-21 22-020) with Capra Environmental Services Corp for Managed Grazing Services within the City of Folsom.

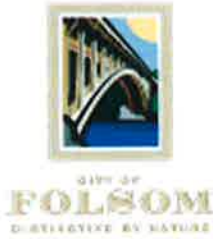
PASSED AND ADOPTED this 14th day of May 2024, by the following roll-call vote:

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

Mike D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11199 - A Resolution Authorizing the City Manager to Execute the Purchase of a Chimney Exhaust Fan with Knorr Systems Inc for the Instructional Pool Heater at the Steve Miklos Aquatics Center and Appropriation of Contingency Funds
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11199 - A Resolution Authorizing the City Manager to Execute the Purchase of a Chimney Exhaust Fan with Knorr Systems Inc for the Instructional Pool Heater at the Steve Miklos Aquatics Center and Appropriation of Contingency Funds.

BACKGROUND / ISSUE

The Instruction Pool is the center body of water that is 25 yards long and three lanes wide. This location provides over 1,000 swim lessons annually. The ability to offer programs year-round is predicated on the fact that we can heat the Instructional Pool when the pool temperatures fall below the acceptable range of 78-82 degrees Fahrenheit. If we are not able to heat the pool to acceptable levels, program cancellations will occur. The cancelation of programs could result in a potential loss of approximately \$100,000 annually in program fees and rental fees.

The pool heater equipment is currently failing. Industry professionals are recommending the installation of the chimney exhaust fan as the most cost-effective solution to ensure the equipment does not continue to fail or shut down.

POLICY / RULE

In accordance with Chapter 2.36.150 of the Folsom Municipal Code, notwithstanding any other provisions of this chapter, the city manager shall make, or authorize others to make, emergency procurement of supplies, equipment, services, or construction items when there exists a threat to public health, welfare, or safety; provided, that such emergency procurement shall be made with sufficient competition as is practicable under the circumstances. The requesting department shall complete a waiver of bid format and submit it to the purchasing agent for filing with the city clerk. (Ord. 723 § 3 (part), 1991)

ANALYSIS

Failure to adequately maintain water temperature between 78-82 degrees Fahrenheit will cause cancellation of pool programming and reduced services that can limit the ability to provide the life skill of learning to swim for the swim lesson program. Installing this fan will provide efficient operations of the swimming pool heater and prevent interruption in delivering essential services.

FINANCIAL IMPACT

The cost of replacing the Instructional Swimming Pool Heater is proposed to be financed from the General Fund's (Fund 010) contingency budget. Sufficient funds for this emergency procurement are available in the General Fund's (Fund 010) contingency budget. Staff received an estimate from Knorr Systems Inc and would be the Sole Vendor for this purchase and installation as they are the only company in this region certified to work on these heaters.

Project Costs:

Chimney Exhaust Fan \$23,726.25

Estimate from: Knorr Systems Inc (KSI)

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act, the proposed project is Categorically Exempt per Article 19, 15300.1 – Relation to Ministerial Projects.

ATTACHMENTS

1. Resolution No. 11199 - A Resolution Authorizing the City Manager to Execute the Purchase of a Chimney Exhaust Fan with Knorr Systems Inc for the Instructional Pool Heater at the Steve Miklos Aquatics Center and Appropriation of Contingency Funds.

Submitted,

Kelly Gonzalez, Parks & Recreation Director

RESOLUTION NO. 11199

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE OF A CHIMNEY EXHAUST FAN WITH KNORR SYSTEMS INC FOR THE INSTRUCTIONAL POOL HEATER AT THE STEVE MIKLOS AQUATICS CENTER AND APPROPRIATION OF CONTINGENCY FUNDS

WHEREAS, the Steve Miklos Aquatics Center has three bodies of water with one called the Instructional Swimming Pool; and

WHEREAS, the Instructional Swimming Pool has programing scheduled for 10 months including swim lessons, recreation swim, and other aquatics classes; and

WHEREAS, the Instructional Swimming Pool has a heater that shall maintain the pool temperature between 78-82 degree Fahrenheit; and

WHEREAS, the purchase of swimming pool heater chimney exhaust fan is needed in order to efficiently and properly maintain the water temperature to safely provide programs; and

WHEREAS, sufficient funds for this emergency procurement are available in the General Fund's (Fund 010) contingency budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute the purchase of the swimming pool heater chimney exhaust fan for the Instructional Pool at the Steve Miklos Aquatics Center and the Finance Director is authorized to appropriate an amount not to exceed \$23,726.25 from the General Fund contingency budget..

PASSED AND ADOPTED this 14 day of May 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

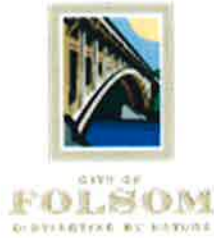
ATTEST:

Christa Freemantle, CITY CLERK

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to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report



MEETING DATE:	5/14/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11200 – A Resolution Authorizing the City Manager to Execute an Agreement with Site One Landscape Supply for the Purchase and Installation of Centralized Irrigation Controllers in Lighting and Landscaping Districts and Community Facilities Districts
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

The Parks and Recreation Department recommends that the City Council Pass and adopt Resolution No. 11200 – A Resolution Authorizing the City Manager to Execute an Agreement with Site One Landscape Supply for the Purchase and Installation of Centralized Irrigation Controllers in Lighting and Landscaping Districts and Community Facilities Districts.

BACKGROUND / ISSUE

The Municipal Landscapes Division (MLS) oversees the irrigation, maintenance, and management of over 195 acres of linear landscapes along major roadways in the Lighting and Landscaping and Community Facilities Districts. With irrigation being a crucial component of a thriving landscape and over 250 irrigation controllers to program, maintain, and repair, the MLS department relies on centralized irrigation controllers that have flow sensing capabilities, this enables us to identify and mitigate any water waste found or detected. Many of the current irrigation controllers are obsolete and have reached their end of life. These controllers have been discontinued by the manufacturer and replacement parts are becoming scarce.

It is the intention of MLS to continually upgrade and replace controllers as funds are available to ensure that the system is functioning as designed. The MLS division has received a proposal from Site One Landscape Supply to receive a promotional discount where one of every three controllers is provided for no cost. Due to the multiple funds being used, we have applied the discount over each fund proportionally.

POLICY / RULE

In accordance with Chapter 2.36.080 of the Folsom Municipal Code, contracts for supplies, equipment, services, and construction with a value of \$73,209 or greater shall be awarded by the City Council.

ANALYSIS

The Municipal Landscapes Division has over 250 irrigation controllers to irrigate nearly 200 acres of linear landscapes and mini parks within Landscaping and Lighting Districts and Community Facilities Districts. Many of these aging assets have reached their end of life and parts are becoming scarce due to the manufacturer discontinuing the models in use as well as the parts used for repair.

This resolution will authorize the City Manager to execute an agreement with the sole source provider to replace the six most needed controllers.

FINANCIAL IMPACT

The Parks and Recreation Department recommends the approval of this agreement with funding coming from the following special district sources:

District	Fund number	Number of Controllers	Total cost
Broadstone 3 (CFD)	266	3	\$ 36,565.98
Prairie Oaks Ranch No. 2	215	1	\$ 14,571.79
Willow Creek Estates East	284	1	\$ 14,571.79
Willow Creek Estates South	252	1	\$ 10,997.09
Totals		6	\$ 76,706.65

Sufficient funds are budgeted and available in the aforementioned funds.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act, (CEQA) the proposed project is Categorically Exempt per Article 19, 15300.1 - Relation to Ministerial Projects.

ATTACHMENTS

1. Resolution No. 11200 – A Resolution Authorizing the City Manager to Execute an Agreement with Site One Landscape Supply for the Purchase and Installation of Centralized Irrigation Controllers in Lighting and Landscaping Districts and Community Facilities Districts.
2. Proposal for purchase and installation of six irrigation controllers from Site One Landscape Supply.
3. Sole Source Waiver-Centralized irrigation controller upgrades

Submitted,

Kelly Gonzalez, Parks & Recreation Director

ATTACHMENT 1

Resolution No. 11200 – A Resolution Authorizing the City Manager to Execute an Agreement with Site One Landscape Supply for the Purchase and Installation of Centralized Irrigation Controllers in Lighting and Landscaping Districts and Community Facilities Districts.

RESOLUTION NO. 11200

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SITE ONE LANDSCAPE SUPPLY FOR THE PURCHASE AND INSTALLATION OF CENTRALIZED IRRIGATION CONTROLLERS IN LANDSCAPING AND LIGHTING DISTRICTS AND COMMUNITY FACILITIES DISTRICTS

WHEREAS, the Landscaping and Lighting Districts and Community Facilities Districts have vast areas of irrigated landscape; and

WHEREAS, for the health and longevity of the landscape, appropriate amounts of irrigation water are necessary; and

WHEREAS, centralized irrigation systems are the preferred controller type to ensure appropriate water use and minimize water waste; and

WHEREAS, Site One Landscape Supply is the sole source vendor for Rain Master DX3 centralized irrigation controllers in the Northern California Region; and

WHEREAS, sufficient funds are budgeted and available in the following Landscaping and Lighting District and Community Facilities District funds:

- Broadstone 3 CFD (Fund 266)
- Prairie Oaks Ranch No. 2 (Fund 215)
- Willow Creek Estates East (Fund 284)
- Willow Creek Estates South (Fund 252); 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 Site One Landscape Supply for purchase and installation of six Rain Master DX3 irrigation controllers for an amount not to exceed \$76,707.

PASSED AND ADOPTED this 14th day of May, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

Proposal for purchase and installation of six irrigation controllers from Site One Landscape Supply.

Quotation



SiteOne
LANDSCAPE SUPPLY
Stronger Together
Rancho Cordova CA #304
11309 Folsom Blvd Ste A
Rancho Cordova, CA 95742-6320
W: (916)635-1200

Bill To:

City Of Folsom Municipal
Landscape (#586999)
50 Natoma St
Folsom, CA 95630-2614
W: (916)355-7207

Ship To:

City Of Folsom Municipal
Landscape (#586999)
50 Natoma St
Folsom, CA 95630-2614
W: (916)355-7207

Created	Quote#	Due Date	Expected Award Date	Expiration Date
10/19/2023	6583467	11/19/2023	11/19/2023	11/19/2023

Printed	Job Name	Job Description	Job Start Date
10/20/2023 12:53:24	DXI Upgrades - 3 for 2 Promo		11/19/2023

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	NOTICE	Quote Combines - 6461174,6548542,& 6582915				
2	Controller #1	SW corner of Russi Rd and Ebi Way				
3	SA7-RM6-64	GT RMDXI-64 22SS Sat Assembly	1	EA	14,793.858	14,793.86
4	DXICA	GT DX3 / DXI Cell Modem & Antenna Assembly	1	EA	2,515.000	2,515.00
5	RFRZE-DXI	Rain & Freeze Sensor W/Enc for DXI	1	EA	252.000	252.00
6	GR-K	Green Tech Ground Rod Kit	1	EA	60.000	60.00
7	09101034-CARS	Carson Spec Valve Box Round 10 in. Green Box/Green Lid Overlapping ICV w/Bolt	2	EA	34.400	68.80
8	GTINSTALL-CC	GT Install - Carl Coupe	12	EA	125.000	1,500.00
9	GTMISCPARTS	GT Miscellaneous Parts	1	EA	100.000	100.00
10						
11	Controller #2	McComber Drive on Broadstone				
12	SA7-RM6-64	GT RMDXI-64 22SS Sat Assembly	1	EA	14,793.858	14,793.86
13	DXICA	GT DX3 / DXI Cell Modem & Antenna Assembly	1	EA	2,515.000	2,515.00
14	RFRZE-DXI	Rain & Freeze Sensor W/Enc for DXI	1	EA	252.000	252.00
15	GR-K	Green Tech Ground Rod Kit	1	EA	60.000	60.00
16	09101034-CARS	Carson Spec Valve Box Round 10 in. Green Box/Green Lid Overlapping ICV w/Bolt	2	EA	34.400	68.80
17	GTINSTALL-CC	GT Install - Carl Coupe	12	EA	125.000	1,500.00
18	GTMISCPARTS	GT Miscellaneous Parts	1	EA	100.000	100.00
19						
20	Controller #3	Blue Ravine and Ferrara				
21	SA6-RM6-56	GT RMDXI-56 16SS Sat Assy	1	EA	11,730.355	11,730.36
22	DXICA	GT DX3 / DXI Cell Modem & Antenna Assembly	1	EA	2,515.000	2,515.00
23	RFRZE-DXI	Rain & Freeze Sensor W/Enc for DXI	1	EA	252.000	252.00
24	GR-K	Green Tech Ground Rod Kit	1	EA	60.000	60.00
25	09101034-CARS	Carson Spec Valve Box Round 10 in. Green Box/Green Lid Overlapping ICV w/Bolt	2	EA	34.400	68.80
26	GTINSTALL-CC	GT Install - Carl Coupe	12	EA	125.000	1,500.00
27	GTMISCPARTS	GT Miscellaneous Parts	1	EA	100.000	100.00
28	ST	Subtotal 3 Controllers				54,805.48

29	3 for 2 Promo		1	14,245.355	14,245.36
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Total Price: \$ 40,560.12
Total Tax: \$ 3,155.26
Total: \$ 43,715.38

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date. Local tax may differ based on locations and local codes.

Quotation



Stronger Together

Rancho Cordova CA #304
 11309 Folsom Blvd Ste A
 Rancho Cordova, CA 95742-6320
 W: (916)635-1200

Bill To:

City Of Folsom Municipal Landscape (#586999)
 50 Natoma St
 Folsom, CA 95630-2614
 W: (916)355-7207

Ship To:

City Of Folsom Municipal Landscape (#586999)
 50 Natoma St
 Folsom, CA 95630-2614
 W: (916)355-7207

Created	Quote#	Due Date	Expected Award Date	Expiration Date
10/30/2023	6598344	10/31/2023	10/31/2023	10/31/2023

Printed	Job Name	Job Description	Job Start Date
10/30/2023 12:06:33	3 for 2 Promo Phase 3		10/31/2023

Line #	Item#	Item Desc	Qty	UOM	Unit Price	Extended Price
1	SA6-RM6-48	GT RM DXI-48 16SS Sat Assy	1	EA	11,035.019	11,035.02
2	DXICA	GT DX3 / DXI Cell Modem & Antenna Assembly	1	EA	2,515.000	2,515.00
3	GR-K	Green Tech Ground Rod Kit	1	EA	60.000	60.00
4	09101034-CARS	Carson Spec Valve Box Round 10 in. Green Box/Green Lid Overlapping ICV w/Bolt	3	EA	34.400	103.20
5	GTINSTALL-CC	GT Install - Carl Coupe	15	EA	125.000	1,875.00
6	GTMISCPARTS	GT Miscellaneous Parts	1	EA	100.000	100.00
7					0.000	
8	SA6-RM6-32	GT RM DXI-32 16SS Sat Assy	1	EA	9,610.660	9,610.66
9	DXICA	GT DX3 / DXI Cell Modem & Antenna Assembly	1	EA	2,515.000	2,515.00
10	GTINSTALL-CC	GT Install - Carl Coupe	5	EA	125.000	625.00
11	GTMISCPARTS	GT Miscellaneous Parts	1	EA	50.000	50.00
12	3 for 2 Discount		1		12,125.660	12,125.66
13						
14	SA6-RM6-48	GT RM DXI-48 16SS Sat Assy	1	EA	11,035.019	11,035.02
15	DXICA	GT DX3 / DXI Cell Modem & Antenna Assembly	1	EA	2,515.000	2,515.00
16	GTINSTALL-CC	GT Install - Carl Coupe	5	EA	125.000	625.00
17	GTMISCPARTS	GT Miscellaneous Parts	1	EA	50.000	50.00

Total Price: \$ 30,588.24
 Total Tax: \$ 2,403.03
 Total: \$ 32,991.27

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date. Local tax may differ based on locations and local codes.

ATTACHMENT 3

Sole Source Waiver-Centralized irrigation controller upgrades

Memo



CITY OF FOLSOM
RENEWING BY NATURE

CITY OF FOLSOM — OFFICE OF THE CITY MANAGER

TO: STACEY TAMAGNI, FINANCE DIRECTOR
STEVEN WANG, CITY ATTORNEY
ELAINE ANDERSEN, CITY MANAGER

FROM: KELLY GONZALEZ, PARKS & RECREATION DIRECTOR

DATE: MAY 14, 2024

RE: **SOLE SOURCE WAIVER – CENTRALIZED IRRIGATION CONTROLLER UPGRADES**

In accordance with Folsom Municipal Code, Section 2.36.140, Sole Source Procurement, the Parks and Recreation Department is requesting the installation of 6 Rain Master DX3 centralized irrigation controllers by SiteOne Landscape Supply for a cost of \$76,706.65. The existing irrigation controllers are discontinued from the manufacturer and replacement parts are no longer being manufactured. Due to the nature of landscaping, the need for serviceable controllers with flow sensing capabilities is necessary to preserve water and ensure plants receive water during the summer months. The justification to purchase via sole source procurement is as follows:

1. SiteOne is the only Rain Master approved vendor in the Northern California region and has completed similar work for the City in the past. In order to keep the system manageable, we need to install DX3 controllers that run on the same centralized system as the new construction in the Folsom Plan Area. Attempting to run parallel systems with different manufactures leads to a loss of productivity and additional troubleshooting resulting in an inefficient irrigation program and potential plant loss, or unacceptable water loss.

Approved By:

Stacey Tamagni, Finance Director Date

Steven Wang, City Attorney Date

Elaine Andersen, City Manager Date



CITY OF
FOLSOM
DISTILLATED BY NATURE

Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	Public Hearing
SUBJECT:	Resolution No. 11186 – A Resolution to Adopt an Amended User Fee Schedule for Community Development Engineering and Building Services (Continued from 04/23/2024)
FROM:	Community Development Department

BACKGROUND

Public Hearing item Resolution No. 11186 to adopt an amended user fee schedule for Community Development Engineering and Building services was noticed in the Folsom Telegraph on April 12th, 2024. At the April 23rd, 2024 City Council meeting, the item was continued to the May 14th City Council meeting.

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council continue Resolution No. 11186 to the May 28th, 2024 City Council meeting.

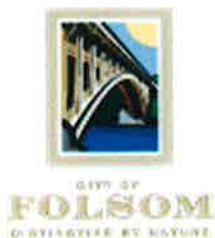
Submitted,

PAM JOHNS
Community Development Director

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and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	New Business
SUBJECT:	Ordinance No. 1344 - An Ordinance of the City of Folsom Amending Sections 3.50.020, 3.50.040 and 3.50.050 and Repealing Section 3.50.060 of the <u>Folsom Municipal Code</u> (Introduction and First Reading Continued from 04/23/2024) and Determination that the Project is Exempt from CEQA
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Conduct the first reading of Ordinance No. 1344 – An Ordinance of the City of Folsom Amending Sections 3.50.020, 3.50.040 and 3.50.050 and repealing Section 3.50.060 of the Folsom Municipal Code.

BACKGROUND / ISSUE

Chapter 3.50 “Fee and Service Charge Revenue/Cost Comparison System” of the Folsom Municipal Code (FMC) mandates a specific percentage of costs that are required to be recovered by fees and service charges for development, public safety, recreation, maintenance, administrative and financial services. This list was created based on a cost control system study performed in 1987. The list includes several services that either no longer exist or have been modified substantially since 1987 and does not include several newer services that the City has performed since that time. Chapter 3.50 also currently lists the schedule for the review of each fee.

While Council regularly reviews and approves updated fee schedules for individual departments, these fee schedules may include services that are not specifically listed in FMC Chapter 3.50. In addition to the frequency of fee reviews, the Chapter also includes the percentage of cost recovery required for each fee. However, Council may wish to modify the percentage of cost recovery for certain fees and service charges based on considerations such as community benefit or in support of economic development. Under FMC Chapter 3.50, the Council cannot do this since the chapter lists specific percentages of cost recovery that have to be met.

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 has provided proposed modifications to FMC Chapter 3.50 (provided in Attachment 1) to remove the schedule of fees and service charges table that lists specific regulations, products or services provided by the City and the percentages of costs reasonably borne by the City to be recovered by those fees. Staff recommends that instead of listing each of these specific facilities, products and services, that the chapter be amended to provide general guidance about fees and the appropriate cost recovery percentage. This provides greater discretion to the Council if, for example, it chooses to set a lower cost recovery percentage for a service due to community benefit or economic development reasons. In addition, each department already maintains a Council-approved fee schedule that is publicly available, and these schedules capture each department's actual fee-based regulations, products, facilities, and services. Removing the "percentage of costs reasonably borne to be resolved" section allows Council to review each department's fee schedule as needed to modify the percentage of cost recovery desired for each fee (up to 100 percent cost recovery).

In general, staff recommends that Council seek 100 percent cost recovery, but Council may adjust fees to a lower rate at their discretion. Grounds for reducing fee rates are wide-ranging and could include reasons such as economic development, community benefit, public safety, to encourage the public to obtain permits, and to avoid overburdening the general public with large fees. It would also allow departments to charge flat fees or other fee methods rather than deposit-based fees. While deposit-based fees ensure full cost recovery for every service, they require additional administrative resources for invoicing, tracking, and collection that many departments, such as Community Development currently lack.

Staff is also recommending removing the language regarding the frequency of fee reviews by Council. The code currently prescribes either annual, quarterly or seasonal reviews. Given the costs and time involved in producing fee studies, these targets have not been achieved. Fee schedules for individual departments often get updated after the department finds that the fees no longer reflect the type or level of work that goes into specific tasks. While it is often best practice to adjust fee levels annually based on the Consumer Price Index (CPI) or the Construction Cost Index (CCI) depending on the type of fee, service or facility provided, it is not necessary to require this as part of the ordinance as there may be times where staff and/or the Council do not wish to make an annual adjustment. Removing the timing mechanism would formally allow Council and the City Manager to decide when fee updates are necessary.

In researching other jurisdictions with similar code chapters addressing fee and service charge revenue and cost comparison system, none that staff found dictated specific cost recoveries for individual services and only one listed out each individual service provided as Folsom's code currently does. These codes by and large gave Council the discretion to determine specific fee rates to be collected (not exceeding 100% cost recovery) and did not prescribe the frequency with

which fees need to be reviewed. As such, staff found that the proposed code modifications would be consistent with the current practices of several other jurisdictions.

FINANCIAL IMPACT

Since the changes to Chapter 3.50 of the FMC still stipulate that the City Council shall generally seek 100 percent cost recovery for City services and this ordinance does not change any specific fee amounts, there is no impact to the General Fund. The proposed modifications to Chapter 3.50 of the FMC would let Council establish new fee and service charge types for any additional services the City provides. It would also allow Council to regularly modify the percentage of cost recovery of each fee and service charge type on a frequency of their choice based on updated economic conditions rather than relying on cost recovery and review targets from 1987.

ENVIRONMENTAL REVIEW

The change to this chapter of the Folsom Municipal Code is not a project under the California Environmental Quality Act (CEQA) and is therefore exempt from environmental review in accordance with Section 15061(b)(3) - Review for Exemption of the CEQA Guidelines.

ATTACHMENTS

1. Ordinance No. 1344 – An Ordinance of the City of Folsom Amending Sections 3.50.020, 3.50.040 and 3.50.050 and repealing Section 3.50.060 of the Folsom Municipal Code.
2. Proposed Updated Version of Chapter 3.50 “Fee and Service Charge Revenue/Cost Comparison System” of the Folsom Municipal Code
3. Public Comments Received

Submitted,



PAM JOHNS
Community Development Director

ATTACHMENT 1

**ORDINANCE NO. 1344 – AN ORDINANCE OF THE CITY OF
FOLSOM AMENDING SECTIONS 3.50.020, 3.50.040 AND 3.50.050
AND REPEALING SECTION 3.50.060 OF THE FOLSOM
MUNICIPAL CODE**

ORDINANCE NO. 1344

**AN ORDINANCE OF THE CITY OF FOLSOM AMENDING SECTIONS 3.50.020,
3.50.040 AND 3.50.050 AND REPEALING SECTION 3.50.060 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 remove the specific list of services and percentage of costs reasonably borne to be resolved from fees for those services and instead give City Council the discretion to determine specific services and associated cost recovery goals.

SECTION 2 AMENDMENT TO SECTION 3.50.020 OF THE FOLSOM MUNICIPAL CODE

Section 3.50.020 of the Folsom Municipal Code is hereby amended to read as follows:

3.50.020 Direction to ~~city manager~~ recover costs.

The ~~city manager is hereby directed to recommend to the council the adjustment amount~~ of fees and charges established under this Chapter shall be sufficient to recover ~~a~~ the percentage of ~~the~~ costs reasonably borne in providing the ~~regulation, products or~~ services for which the fees and charges are imposed enumerated in this chapter and on the schedule of rate review as hereinafter established in this chapter. Costs reasonably borne shall be as are defined in Section 3.50.030. ~~(Ord. 609 § 1, 1988)~~ The percentage of the cost to be recovered by the fee shall be at the sole discretion of the council but shall not exceed 100 percent, as set forth by Section 3.50.040 below.

SECTION 3 AMENDMENT TO SECTION 3.50.040 OF THE FOLSOM MUNICIPAL CODE

Section 3.50.040 of the Folsom Municipal Code is hereby amended to read as follows:

3.50.040 Schedule of fees and service charges.

The ~~city council~~ city manager, and each city department head, under the direction of the city manager, shall periodically review and make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services. The city council shall generally seek 100 percent cost recovery for these services but may, at its sole discretion, adjust fees and charges to a level below full cost recovery for reasons of economic development, community benefit, or for any other lawful purpose. the fees and service charges, on the schedule of frequency provided for in this section, and report any new or adjustment of the fee or charge which is required so as to recover the

~~listed percentage of costs reasonably borne necessary to provide the listed regulation, products or services.~~

Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Resolved	Review Schedule
Development Services	-	-
1. Preliminary Project Review	100%	Annual
2. Building Plan Checking	100%	Annual
3. Construction Inspection	100%	Annual
4. Construction Re-Inspection	100%	Annual
5. Resale Inspection	100%	Annual
6. Mobile Home Park Regulation	100%	Annual
7. Housing Moving Review	100%	Annual
8. Home Occupation Review	100%	Annual
9. Variance Review	100%	Annual
10. Site Design Review	100%	Annual
11. Use Review	100%	Annual
12. PUD Review	100%	Annual
13. PUD Modification Review	100%	Annual
14. PUD Extension Review	100%	Annual
15. Specific Plan Review	100%	Annual
16. Specific Plan Amendment Review	100%	Annual
17. Rezoning Request Review	100%	Annual
18. Zoning Verification Review	100%	Annual
19. Lot Adjustment/Merger Review	100%	Annual
20. Tentative Parcel Map Review	100%	Annual
21. Tentative Parcel Map Revision Review	100%	Annual
22. Tentative Subdivision Map Review	100%	Annual
23. Tentative Subdivision Map Extension Review	100%	Annual
24. Street Name Review	100%	Annual
25. Final Map Check	100%	Annual

26. Environmental Assessment	100%	Annual
27. Environmental Impact Review	100%	Annual
28. Sign Design Review	100%	Annual
29. General Plan Review	100%	Annual
30. Code Amendment Consideration	100%	Annual
31. Reclamation Plan Review	100%	Annual
32. Appeal to Planning Commission Review	100%	Annual
- Owner-Occupied Single Family Dwelling	10%	Annual
33. Appeal to City Council Review	100%	Annual
- Owner-Occupied Single Family Dwelling	10%	Annual
34. Miscellaneous Plans and Standards Review	100%	Annual
35. Rights-of-Way or Easement Abandonment Review	100%	Annual
36. Annexation Processing Service	100%	Annual
- City-Initiated	0%	Annual
37. Historical District Sign Review	100%	Annual
38. Historical District Construction Review	100%	Annual
39. Opinion on Planning Matter	100%	Annual
40. Encroachment Inspection	100%	Annual
41. Grading Plan Inspection	100%	Annual
42. Street Cut Inspection	100%	Annual
43. Subdivision Improvement Plan Review	100%	Annual
44. Subdivision Improvement Plan Inspection	100%	Annual
45. Developer Agreement Processing	100%	Annual
--	-	-
Public Safety Services	-	-
46. General Code Enforcement	50%	Annual
47. Parking Enforcement	100%	Annual
48. Vehicle Code Enforcement	50%	Annual

49. Abandoned Vehicle Removal	100%	Annual
50. Card Room Regulation	100%	Annual
51. Bingo Regulation	100%	Annual
52. Blasting Review	100%	Annual
53. Wide and Overload Inspection	100%	Annual
54. Police False Alarm Response	100%	Annual
55. Concealed Weapon Investigation Per State Law	100%	Annual
56. Accident Investigation	100%	Annual
57. DUI Arrest Processing	100%	Annual
58. Domestic Violence Response	100%	Annual
59. Fingerprinting for Private Purposes	100%	Annual
60. Clearance Letter Processing	100%	Annual
61. Vehicle Inspection	100%	Annual
62. Police Photograph Sale	100%	Annual
63. Special Event Security	100%	Annual
64. State Mandated Fire Inspection	100%	Annual
65. Fire Company Inspection	25%	Annual
66. Fire Protection Plan Review	100%	Annual
67. Special Fire Inspections	100%	Annual
*68. Fire Report Sales	100%	Annual
69. Fire Salvage Service	100%	Annual
70. Lot Cleaning	100%	Annual
71. Ambulance Service—Contract Service	100%	Annual
- All Others	75%	Annual
72. Fire False Alarm Response	100%	Annual
73. Emergency Medical Assistance	25%	Annual
74. Fire Flooding Cleanup	100%	Annual
75. Fire/Police Lockout Assistance	100%	Annual
--	-	-
Recreation Services	-	-
76. Adult Special Interest Classes	90%	Quarterly
- Non-Resident	100%	Quarterly

77. Youth Special Interest Classes	75%	Quarterly
- Non-Resident	100%	Quarterly
78. Community Special Interest Classes	75%	Quarterly
- Non-Resident	100%	Quarterly
79. City Adult Sports Program	50%	Seasonally
- Non-Resident	100%	Seasonally
80. City Youth Sports Program	50%	Seasonally
- Non-Resident	100%	Seasonally
81. Private Adult Ballfield Usage	50%	Seasonally
- Non-Resident	100%	Seasonally
82. Private Youth Ballfield Usage	25%	Seasonally
- Non-Resident	100%	Seasonally
*83. Special Community Events	25%	Annual
*84. Recreational Swimming	50%	Annual
85. Swimming Lessons	100%	Annual
86. Trips and Tours	90%	Seasonally
- Non-Resident	100%	Seasonally
*87. Mini-Railroad Operation	0%	Annual
*88. Zoo Maintenance and Operation	50%	Annual
*89. July 4 Celebration	25%	Annual
*90. Memorial Day Celebration	25%	Annual
91. Flea Market	25%	Annual
92. Recreation Buildings Maintenance Operation	25%	Annual
- Non-Resident	75%	Annual
93. Ballfield Lighting Maintenance	25%	Annual
- Non-Resident	100%	Annual
94. Sports Complex Concessions	50%	Annual
--	-	-
Maintenance Services	-	-
95. Utilities Franchise Fees	100%	Annual
96. Street Lighting (Through Creation of a 1972 Act Assessment District)	-	-

- August 1, 1988	0%	Annual
- August 1, 1989	25%	Annual
- August 1, 1990	50%	Annual
- August 1, 1991	75%	Annual
- August 1, 1992	100%	Annual
97. Street Landscaping (Through Creation of a 1972 Act Assessment District)	-	-
- August 1, 1988	0%	Annual
- August 1, 1989	25%	Annual
- August 1, 1990	50%	Annual
- August 1, 1991	75%	Annual
- August 1, 1992	100%	Annual
98. Street Tree Maintenance (Through Creation of a 1972 Act Assessment District)	-	-
- August 1, 1988	0%	Annual
- August 1, 1989	25%	Annual
- August 1, 1990	50%	Annual
- August 1, 1991	75%	Annual
- August 1, 1992	100%	Annual
99. Street Sweeping	-	-
- May 1, 1988	50%	Annual
- May 1, 1989	100%	Annual
100. Storm Drainage (Through Creation of a 1972 Act Assessment District)	-	-
- August 1, 1988	0%	Annual
- August 1, 1989	25%	Annual
- August 1, 1990	50%	Annual
- August 1, 1991	75%	Annual
- August 1, 1992	100%	Annual
101. Unimproved Street Maintenance (Through Creation of 1911 and 1915 Act Assessment Districts)	100%	Annual

102. Alley Maintenance (Through Creation of 1911 and 1915 Act Assessment Districts)	100%	Annual
103. Water Service	-	-
- December 1, 1988	70%	Annual
- December 1, 1989	85%	Annual
- December 1, 1990	100%	Annual
104. Delinquent Turn Off/On Processing	100%	Annual
105. Water Turn Off/On Service	100%	Annual
106. Special Water Service Projects	100%	Annual
107. Sewer Service	-	-
- April 1, 1988	50%	Annual
- April 1, 1989	60%	Annual
- April 1, 1990	75%	Annual
- April 1, 1991	90%	Annual
- April 1, 1992	100%	Annual
108. Refuse Service	-	-
- June 1, 1988	75%	Annual
- June 1, 1989	90%	Annual
- June 1, 1990	100%	Annual
109. Dumpster Rental Charges	100%	Annual
*110. Transit Service	90%	Annual
*111. Commuter Transit Center	75%	Annual
112. Private Sewer Service Problem Inspection	100%	Annual
113. State Prison Sewer Service	100%	Annual
114. Special Sewer Service Project	100%	Annual
--	-	-
Administrative and Finance Services	-	-
115. Redevelopment Agency Administration	100%	Annual
116. Regional Sanitation Billing	100%	Annual
117. New Business License Review	100%	Annual
118. Bad Check Collection	100%	Annual

119. Arena Rental	50%	Annual
120. Agenda/Minute Mailing Service	100%	Annual
*121. Document Printing and Copying	100%	Annual
122. Records Research Service	100%	Annual
123. Document Certification Service	100%	Annual
124. Unspecified Service	100%	Annual
125. New Service	100%	Annual

~~* A Minimum fee of \$10.00 shall be charged in all instances except in the cases of numbers 68, 83, 87, 88, 89, 90, 110, 111 and 121 hereof.~~

~~The hereinabove services as listed in this section are defined in that certain document entitled Cost Control System for the City of Folsom dated December 29, 1987, as produced by Management Services Institute, incorporated, and as updated by city staff.~~

~~The schedule of frequency of review of fee adjustments may be varied by the city manager to adjust revenues sufficient to meet debt service coverage requirements of any bond, certificate, or ordinance, resolution, indenture, contract, or action under which securities have been issued by the city which contain any coverage factor requirement.~~

~~The schedule of frequency of fee adjustments may be varied by the city manager, if, in his judgment and that of the requesting department head, a gross inequity would be perpetrated by the existing rate schedule on a new, and unanticipated event.~~

~~All new or increased fees and charges set pursuant to this section shall take effect ten days after adoption by the city council, except that new or increased development impact fee or charge for processing applications for development projects shall take effect sixty days after adoption. has passed resolution setting the fee or charge and stipulating that all provisions of this section have been complied with, and no written appeal has been filed.~~

~~The schedule of frequency of rate adjustments may be varied by the city manager to adjust revenues sufficient to meet debt service coverage requirements of any bond, certificate, or ordinance, resolution, indenture, contract, or action under which securities have been issued by the city which contain any coverage factor requirement. The schedule of frequency of rate adjustments may be varied by the city manager if, in his judgment and that of the requesting department head, a gross inequity would be perpetrated by the existing rate schedule on a new, and unanticipated event. (Ord. 627, § 2, 1988; Ord. 609 § 1, 1988)~~

SECTION 4 AMENDMENT TO SECTION 3.50.050 OF THE FOLSOM MUNICIPAL CODE

Section 3.50.050 of the Folsom Municipal Code is hereby amended to read as follows:

3.50.050 Statutory public meeting.

Pursuant to California Government Code Sections ~~54992, 54994.1 and 54994.2~~ 66016 et seq., the city clerk shall cause notice to be provided as set out in said Government Code Sections ~~54992, 54994.1~~ 66016 and 6062a ~~and the city council periodically, and at least annually, shall receive at a public regularly scheduled meeting oral and written presentations~~ concerning the fees and charges proposed to be increased or added. Such public meeting notice, ~~oral and written presentation, and public hearing~~ shall be provided ~~by the city council~~ prior to city council taking any action on any new or increased fees or charges. ~~At least one such public hearing shall be held annually at the first regular council meeting in May. (Ord. 609 § 1, 1988)~~

SECTION 5 REPEAL OF SECTION 3.50.060 OF THE FOLSOM MUNICIPAL CODE

Section 3.50.060 of the Folsom Municipal Code is hereby deleted in its entirety.

SECTION 6 SCOPE

Except as set forth in this ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 7 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 8 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 May 14, 2024 and the second reading occurred at the regular meeting of the City Council on May 28, 2024.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 28th day of May, 2024, by the following roll-call vote:

AYES: Councilmember(s):

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

PROPOSED UPDATED VERSION OF CHAPTER 3.50 “FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM” OF THE FOLSOM MUNICIPAL CODE

Chapter 3.50

FEE AND SERVICE CHARGE REVENUE/COST COMPARISON SYSTEM

Sections:

- 3.50.010 Intent.**
- 3.50.020 Direction to recover costs.**
- 3.50.030 Costs reasonably borne defined.**
- 3.50.040 Schedule of fees and service charges.**
- 3.50.050 Statutory public meeting.**

3.50.010 Intent.

Pursuant to Article XIII B of the California Constitution, it is the intent of the city council to require the ascertainment and recovery of costs reasonably borne from fees and charges levied therefor in providing the regulation, products or services hereinafter enumerated in this chapter. It is the further intent of the city council that the fees and charges provided for in this chapter shall not be deemed special taxes under Article XIII A of the California Constitution, nor levied for general revenue purposes. (Ord. 609 § 1, 1988)

3.50.020 Direction to recover costs.

The amount of fees and charges established under this Chapter shall be sufficient to recover a percentage of the costs reasonably borne in providing the services for which the fees and charges are imposed. Costs reasonably borne shall be as are defined in Section 3.50.030. The percentage of the cost to be recovered by the fee shall be at the sole discretion of the council but shall not exceed 100 percent, as set forth by Section 3.50.040 below.

3.50.030 Costs reasonably borne defined.

Costs reasonably borne, as used and ordered to be applied in this chapter are to consist of the following elements:

- A. All applicable direct costs including, but not limited to salaries, wages, overtime, employee fringe benefits, services and supplies, maintenance and operation expenses, contracted services, special supplies, and any other direct expense incurred.
- B. All applicable indirect costs including, but not restricted to, building maintenance and operations, equipment maintenance and operations, communication expenses, computer

costs, printing and reproduction, and like expenses when distributed on an accounted and documented rational proration system.

C. Fixed assets recovery expenses, consisting of depreciation of fixed assets, and additional fixed asset expense recovery charges, calculated on the current estimated cost of replacement, divided by the approximate life expectancy of the fixed asset. A further additional charge to make up the difference between book value depreciation not previously recovered and reserved in cash and the full cost of replacement, shall also be calculated and considered a cost so as to recover such unrecovered costs between book value and cost of replacement over the remaining life of the asset.

D. General overhead, expressed as a percentage, distributing and charging the expenses of the city council, city manager, city clerk, elections, city treasurer, finance department, city attorney, unallocated nondepartmental expenses, and all other staff and support service provided to the entire city organization as now organized and as it may be reorganized at any time in the future.

Overhead shall be prorated between tax-financed services and fee-financed services on the basis of said percentage so that each of taxes and fees and charges shall proportionately defray such overhead costs.

E. Departmental overhead, expressed as a percentage, distributing and charging the cost of each department head and his or her supporting expenses as enumerated in subsections A, B, and C of this section.

F. Debt services costs, consisting of repayment of principal, payment of interest, and trustee fees and administrative expenses for all applicable bond, certificate, or securities issues or loans. Any required coverage factors of added reserves beyond basic debt service costs also shall be considered a cost, if required by covenant within any securities ordinance, resolution, indenture or general law applicable to the city. (Ord. 609 § 1, 1988)

3.50.040 Schedule of fees and service charges.

The city council shall periodically review and make adjustments to all services provided by the various city departments to all users and the fees and charges associated with those services. The city council shall generally seek 100 percent cost recovery for these services but may, at its sole discretion, adjust fees and charges to a level below full cost recovery for reasons of economic development, community benefit, or for any other lawful purpose.

All new or increased fees and charges set pursuant to this section shall take effect ten days after adoption by the city council, except that new or increased development impact fee or charge for processing applications for development projects shall take effect sixty days after adoption.

3.50.050 Statutory public meeting.

Pursuant to California Government Code Sections 66016 *et seq.*, the city clerk shall cause notice to be provided as set out in said Government Code Sections 66016 and 6062a concerning the fees and charges proposed to be increased or added. Such public meeting notice shall be provided prior to city council taking any action on any new or increased fees or charges.

ATTACHMENT 3
PUBLIC COMMENTS RECEIVED

Desmond Parrington

From: Bob Delp <bdelp@live.com>
Sent: Tuesday, April 23, 2024 11:20 AM
To: Mike Kozlowski; Sarah Aquino; YK Chalamcherla; Anna Rohrbough; Rosario Rodriguez; City Clerk Dept
Cc: Elaine Andersen; Pam Johns; Steven Wang; Desmond Parrington; Christa Freemantle
Subject: Comments to Council re 4-23-24 Agenda Items 9 and 10
Attachments: Planning Fees CC 3-08-11.pdf

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.

On April 19, the City distributed an email newsletter with a headline "**FOLSOM FACES FISCAL CROSSROADS: CITY COUNCIL DIRECTS BUDGET EDUCATION PROGRAM**", followed by an article warning that, "**The city is facing a financial shortfall that could impact public safety, public services, and the quality of life in Folsom. ... Amidst the projected structural deficit, the city faces compounding infrastructure and building maintenance needs that require a dedicated funding source. There is an estimated \$20 million annual shortfall in funding for infrastructure improvements, park and facility repairs, equipment maintenance and replacements, trail maintenance and repairs, and staffing needs.**"

Yet, in the midst of this dire financial reality, City staff is recommending the continued and expanded use of the General Fund to subsidize the cost for the City's processing of private applications for permits and other entitlements. For Item 9 on your 4/23/2024 agenda, I urge the Council to direct staff to revise and return with a full fee schedule for Development Services funding that achieves fee recovery for all services at the percentages specified in the existing FMC section 3.50. For agenda Item 10, I urge the Council to reject staffs' recommended amendments to FMC 3.50 and leave FMC 3.50's sound fiscal policy directives in place. Staffs' recommendations would increase use of the General Fund to subsidize private development proposals, diverting those funds from important public safety, public services, and quality of life programs that are hallmarks of the City of Folsom.

At its March 12 meeting, the Council heard a presentation from staff and its consultant regarding fee schedules for Community Development services. Although some questions were asked and concerns expressed regarding certain fees, I heard no one suggest that the City should not strive to comply with the existing FMC 3.50 provisions that direct the City Manager to recover costs at the percentages outlined in the FMC 3.50.040 Schedule of Fees and Service Charges and I heard no one suggest that the existing FMC 3.50.040 fee percentages should be eliminated. Further, documentation for and discussion during the March 12 meeting acknowledged that the City's fee structure has not been achieving the required cost recovery and that increasing the fees to be at least more in-line with FMC 3.50 requirements is necessary to minimize impacts on the City's General Fund.

Now, just a few weeks later, staff has modified the proposed fee schedule (Agenda Item 9) recommending that the Council adopt a fee schedule revision limited to certain engineering and building permits while leaving all other fees unadjusted, including those known to be clearly insufficient for funding the City's costs and complying with FMC 3.50. Moreover, staff now also recommends (Agenda Item 10) that FMC 3.50 be revised to eliminate the existing requirement to achieve specific cost recovery percentages.

Is this what the Council wants; to continue insufficient recovery of costs for development application processing and building permits and to continue to shift that burden onto Folsom's citizenry by robbing the General Fund?

I hope staff has read the Council wrong on this one and that the Council will reject staff's proposals and direct staff to return with a fee schedule that fully recovers development/permit application processing and one that includes provisions to implement the full cost recovery program requested by staff and approved by the Council in 2011 (attached) that after 13 years is still sitting on the sidelines waiting to be implemented.

Thank you for considering my input.

Bob Delp
916-812-8122
bdelp@live.com

From: Bob Delp <bdelp@live.com>
Sent: Tuesday, March 12, 2024 9:56 AM
To: Mike Kozlowski <mkozowski@folsom.ca.us>; Rosario Rodriguez <rrodriguez@folsom.ca.us>; Sarah Aquino <saquino@folsom.ca.us>; YK Chalamcherla <ykchalamcherla@folsom.ca.us>; Anna Rohrbough <annar@folsom.ca.us>; Christa Freemantle <cfreemantle@folsom.ca.us>
Cc: Elaine Andersen <eandersen@folsom.ca.us>; Steven Wang <swang@folsom.ca.us>; Sari Dierking <sdierking@folsom.ca.us>; Pam Johns <pjohns@folsom.ca.us>; Desmond Parrington <dparrington@folsom.ca.us>
Subject: Comments to Council re 3-12-24 Agenda Item 5 - Planning Fees

For distribution to City Council:

Dear Council:

Regarding agenda item 5 of tonight's City Council meeting, this message is to urge the City Council to direct staff to implement a full cost recovery program for processing development applications **consistent with the process described in the attached March 2, 2011, staff report and adopted by the Folsom City Council in 2011 through Resolution 8801** (attached). Through such a process, individual applicants would pay for the actual and full cost for processing their individual applications – neither subsidizing nor being subsidized by other applicants and without being subsidized by the City's General Fund.

In 2011, the Community Development Department and City Council wisely determined that through implementation of a full cost recovery system for application processing, the City "*would protect its General Fund monies from subsidizing private development applications.*"

Staff's 2011 analysis of the financial impact of the full cost recovery program found that, "*The cost recovery program would allow the City to more accurately cover the actual costs for development permits from the applicants. Although the actual savings to the General Fund are cannot be quantified, this fee recovery program will result in a positive impact to the General Fund and provide direct costs charges to contribute to the General Fund to more accurately fund development processing costs.*"

Staff's basis for its 2011 recommendation concisely described the situation that existed then and that still persists today, noting, "*the range of complexity in development applications can vary widely and some projects can remain "active" or "in process" for years because projects are substantially revised and resubmitted (sometimes with years passing in between) in an attempt by applicants to obtain City approval.*"

Staff sometimes must effectively begin processing all over with each resubmittal but is unable to request new project fees because the project is still technically active. It is these types of projects that staff seeks to target to ensure that staff costs are fully recovered." These persisting circumstances beg for a system based on actual costs, not flat fees.

Yet, the system requested by CDD and approved by the Council in 2011 still has not been implemented and CDD's current 3/12/24 staff report to the Council for agenda item 5 of tonight's meeting provides a recommendation predominated by "flat fees" which are inherently inequitable and a drain on the City's resources. The current staff report makes no mention of the 2011 Resolution and provides no compelling rationale for abandoning the sound approach that the Council directed be implemented in 2011.

Please direct staff to fulfill the directives of Resolution 8801 and implement the full cost recovery system for development application processing that requires individual applicants to fully fund the costs of processing their applications.

Thank you for considering my input.

Bob Delp
916-812-8122
bdelp@live.com

From: Bob Delp <bdelp@live.com>
Sent: Monday, November 15, 2021 11:12 AM
To: Pam Johns <pjohns@folsom.ca.us>
Cc: Elaine Andersen <eandersen@folsom.ca.us>; Steven Wang <swang@folsom.ca.us>; Scott Johnson <sjohnson@folsom.ca.us>; Sari Dierking <sdierking@folsom.ca.us>; Mike Kozlowski <mkozlowski@folsom.ca.us>; Sarah Aquino <saquino@folsom.ca.us>; Rosario Rodriguez <rrodriguez@folsom.ca.us>; YK Chalamcherla <ykchalamcherla@folsom.ca.us>; kerri@atlanticcorrosionengineers.com <kerri@atlanticcorrosionengineers.com>
Subject: Re: Funding for Development Application Processing

Thanks, Pam. I appreciate the response, but what you describe doesn't strike me as being consistent with the direction of the 2011 resolution. You state that staff doesn't have the discretion to charge more than the fees set by the counsel even if a project exceeds that cost, however, my read of the 2011 resolution is that if a full cost recovery project was being implemented as directed by that resolution, staff would not just have the authority but would also have the obligation to charge an applicant for the actual cost, including City Attorney fees, instead of subsidizing the private project's costs.

I know you'll have your hands full with other things this week, but I (and others) would like more clarity on this. Maybe in the next few weeks you could provide an example of how you track staff time/costs for application projects - perhaps Folsom Prison Brews/Barley Barn since it's a good example of the type of project described in the 2011 staff report requesting the full cost recovery program (I previously submitted a public records request for that project, but I don't recall that any of the documents I received had any records of staff time or of applicant payments).

Thanks,
-Bob

Bob Delp
 916-812-8122
bdelp@live.com

From: Pam Johns <pjohns@folsom.ca.us>
Sent: Monday, November 15, 2021 10:05 AM
To: Bob Delp <bdelp@live.com>
Cc: Elaine Andersen <eandersen@folsom.ca.us>; Steven Wang <swang@folsom.ca.us>; Scott Johnson <sjohnson@folsom.ca.us>
Subject: RE: Funding for Development Application Processing

Hi Bob,

I'm just back from unexpected leave and wanted to follow up on your email.

Development processing fees are set by the City Council in an amount that cannot exceed the reasonable cost of providing the service. Accordingly, and generally speaking, staff does not have discretion to charge more than the fees set by the Council even if a particular application takes more time to process than others. Overall, planners and engineers in Community Development track their time working on development applications and also to properly account for deposit-based fees. When it appears that the fees set by the City Council no longer reflect the reasonable cost of providing the service, staff would recommend that the fees be re-evaluated and adjusted.

Pam
 Pam Johns
 Community Development Director

From: Bob Delp <bdelp@live.com>
Sent: Friday, October 22, 2021 5:01 PM
To: Elaine Andersen <eandersen@folsom.ca.us>
Cc: Pam Johns <pjohns@folsom.ca.us>; Scott Johnson <sjohnson@folsom.ca.us>; Rosario Rodriguez <rrodriguez@folsom.ca.us>; kerri@atlanticcorrosionengineers.com; Sarah Aquino <saquino@folsom.ca.us>; Mike Kozlowski <mkozlowski@folsom.ca.us>; YK Chalamcherla <ykchalamcherla@folsom.ca.us>; Christa Freemantle <cfreemantle@folsom.ca.us>
Subject: Fw: Funding for Development Application Processing

Ms. Andersen:

City Council Resolution 8801 of 2011 is attached with the associated March 2, 2011 staff report, as provided to me by Scott Johnson on October 6, 2021. Mr. Johnson was responding to my Oct 1 request (in string below) for information regarding funding for development applications. Neither Mr. Johnson nor Ms. Johns have yet been able to tell me if or how the Community Development Department has implemented the full cost recovery program for staff time as directed by the Council in Reso 8801.

If such a program is not in place, then taxpaying members of this community have been subsidizing what I expect would amount to hundreds of thousands of dollars of staff time and expenses associated with processing private development applications over the past 10 years when, instead, as directed by the City Council in 2011, those costs should have been directly paid for by applicants.

I am asking that you investigate, provide an explanation to the community, and address this matter as a top priority and that you direct staff to immediately suspend any further processing of current and future applications until a reimbursement agreement for full cost recover is in place.

Thank you,
-Bob Delp

Bob Delp
916-812-8122
bdelp@live.com

From: Bob Delp <bdelp@live.com>
Sent: Sunday, October 17, 2021 7:34 PM
To: Scott Johnson <sjohnson@folsom.ca.us>; Pam Johns <pjohns@folsom.ca.us>
Cc: Elaine Andersen <eandersen@folsom.ca.us>
Subject: Re: Funding for Development Application Processing

Hi, Pam and Scott (Elaine now cc'd). I'm concerned that you haven't yet been able to confirm that the full cost recovery system is in place and being implemented. This is likely a matter of tens of thousands of dollars each year for staff costs that - based on city council 2011 direction - should be covered by applicant reimbursements. Please confirm ASAP that the system is in place.

-Bob
916-812-8122
bdelp@live.com

On Oct 6, 2021, at 8:59 PM, Bob Delp <bdelp@live.com> wrote:

Thanks, Scott. The key thing I see from the 2011 staff report and resolution is the council's direction for staff to implement a full cost recovery fee system. The staff report describes precisely the type of situation I was asking about and seems to provide a clear remedy - full cost recovery. Was that full cost recovery system implemented and where would I find a description of how it's implemented?

-Bob
916-812-8122
bdelp@live.com

On Oct 6, 2021, at 9:36 PM, Scott Johnson <sjohnson@folsom.ca.us> wrote:

Mr. Delp,

Attached is the staff report and resolution adopted by the City Council on 3-08-11 relative to Planning Fees. Approval of this resolution changed our fee structure for planning services to be deposit based for the majority of entitlements.

Scott A. Johnson, AICP
Planning Manager

From: Pam Johns <pjohns@folsom.ca.us>
Sent: Tuesday, October 5, 2021 1:17 PM
To: Bob Delp <bdelp@live.com>

Cc: Scott Johnson <sjohnson@folsom.ca.us>
Subject: RE: Funding for Development Application Processing

Hi Bob.

I've copied Scott Johnson here so he can respond or call you about our planning entitlement fee structure. Thank you.

Pam

From: Bob Delp <bdelp@live.com>
Sent: Tuesday, October 5, 2021 11:50 AM
To: Pam Johns <pjohns@folsom.ca.us>
Subject: Re: Funding for Development Application Processing

Thanks, Pam. That's good to know and answers part of my question. But I'm also interested in knowing if staff time/costs are tracked and reimbursed by applicants. In particular, projects like 603 Sutter Street and 608 1/2 Sutter Street (*Catchy-Name-Here* Brews) have been submitted with substantial staff time invested in reviews, preparing staff reports, preparing for hearings, etc., but then the applicants have decided to pull back the projects and make substantial revisions. I'm sure that even a once-through application requires substantial staff time, and layering in multiple rounds obviously then takes that much more time. So I'm interested in knowing if applicants are funding staff costs for their projects or if I and other taxpayers are paying for staff time to review private projects.

Bob Delp
 916-812-8122
bdelp@live.com

From: Pam Johns <pjohns@folsom.ca.us>
Sent: Tuesday, October 5, 2021 11:22 AM
To: Bob Delp <bdelp@LIVE.COM>
Subject: RE: Funding for Development Application Processing

Hi Bob.

Consultant costs are covered entirely by applicant. Contracts are run through the City because we manage the consultant work consistent with approved scopes of work. Just like any city-run project, any cost overages by a consultant for work that is out of scope must be approved by the city in advance of the work and additional costs are the responsibility of the developer. Does that answer your question?

Pam

From: Bob Delp <bdelp@LIVE.COM>
Sent: Friday, October 1, 2021 10:46 AM

To: Pam Johns <pjohns@folsom.ca.us>

Subject: Funding for Development Application Processing

Pam:

I'm interested in understanding the source of funding for City and any City-retained consultant costs associated with your Department's review of development projects. I know there are established fees for certain project types, but I also know that the actual time/cost can be much higher than those fees would cover. Does the City absorb that cost or do you require reimbursement agreements with applicants for them to cover the actual cost?

Thanks,

-Bob

Bob Delp

916-812-8122

bdelp@live.com

<Planning Fees CC 3-08-11.pdf>

PUBLIC HEARING
Agenda Item No.: 8a
CC Mtg.: 03/08/2011

DATE: March 2, 2011
 TO: Mayor and City Council Members
 FROM: David E. Miller, AICP, Community Development Director
 SUBJECT: **RESOLUTION NO. 8801 - A RESOLUTION MODIFYING RESOLUTION NO. 8301 TO CONVERT NOTED PLANNING FEES TO DEPOSITS AND DIRECTING STAFF TO IMPLEMENT A PROGRAM FOR FULL COST PLANNING SERVICE FEES**

BACKGROUND /ISSUE

The Planning Department Service Fees were last updated in October 2008. The fees generally reflect the average cost to provide development application processing services. However, the range of complexity in development applications can vary widely and some projects can remain "active" or "in process" for years because projects are substantially revised and resubmitted (sometimes with years passing in between) in an attempt by applicants to obtain City approval. Staff sometimes must effectively begin processing all over with each resubmittal but is unable to request new project fees because the project is still technically active. It is these types of projects that staff seeks to target to ensure that staff costs are fully recovered. As the Council is well aware, in our current fiscal climate the General Fund is unable to cover any unnecessary development service related costs.

Another major issue associated with development application fees is the continuing reduction in General Fund revenues. Over the past three years, the City's General Fund expenses have exceeded the General Fund revenue by approximately \$13 million. The City's General Fund cannot subsidize development applications. Given significant increases in productivity and expediting development permits, the expense to process development permits has dropped in many cases. Nevertheless, the General Fund continues to significantly subsidize development permit activity.

Therefore, staff is proposing to implement a program where staff would track time spent on each planning application and begin charging applicants monthly if and when the application fees were exceeded. In addition, a fee would be implemented to cover planning staff time to review building permits. In this manner, the City would protect its General Fund monies from subsidizing private development applications.

POLICY / RULE

Folsom Municipal Code Section 3.50.020 directs the City Manager to recommend to the Council the adjustment of fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services enumerated in Chapter 3.50.

Folsom Municipal Code Section 3.50.030 provides direction on calculating “costs reasonably borne” to include the following elements: direct costs (wages, overtime, benefits, overhead, etc), indirect costs (building maintenance, computers, printing, etc.), fixed assets, general overhead, department overhead, and any debt service costs.

Folsom Municipal Code Section 3.50.040 requires fee adjustments be approved by the City Council. It also specifies the percentage of City service costs to be recovered through fees. The majority of Planning Service Fees are directed to be 100% cost recoverable through its fee structure. Building Permit fees are also directed to be 100% cost recovered.

ANALYSIS

Staff recommends that the City Council direct staff to implement a full cost recovery program modeled after one that’s been used by the City of Roseville Planning and Redevelopment Department since 2003. The following is the proposed program outline:

Base Cost

The base cost for processing a full cost application represents the minimum amount of staff time invested by City staff. This base cost is determined by an analysis of actual costs and is non-refundable. Staff recommends that Folsom’s existing fee structure adopted October 1, 2008 be used as this base cost so that no new costly analysis process is required.

Project Initiation

Concurrent with the start-up of a project, the applicant enters into an agreement for full cost billing. Per this agreement, the applicant would pay the base costs associated with the individual entitlements associated with the project.

Full Cost Billing

Following project initiation and payment of the base cost fee, staff will record time spent working on the project against the base cost. If staff time exceeds that covered under the base cost, the applicant shall be billed an hourly rate thereafter on a monthly basis.

The hourly billing rate charged to projects would be a factor of the staff salary to cover costs as enumerated in Folsom Municipal Code Section 3.50.030, including: direct costs (wages, overtime, benefits, overhead, etc), indirect costs (building maintenance, computers, printing, etc.), fixed assets, general overhead, department overhead, and any debt service costs. The Finance Department has completed a full analysis of overhead charges and has submitted rates for all Community Development staff.

These charges are based on the current staff costs per adopted City labor contracts, plus a factor for direct and indirect costs. Included in the monthly billing would be any costs incurred by other departments such as the City Attorney’s Office, Public Works, Utilities, Housing and Redevelopment, Parks and Recreation, etc.

Consultants

As may be required for project evaluation or environmental review, all consultant work shall be paid for by the project applicant and would be included in the payment agreement. The City would charge an administrative cost equal to 10% of the contract amount, which is a typical markup rate industry wide.

Non-Residential Plan Check Fee

Planning staff must review every building permit for compliance with conditions of any project approval (such as a Design Review or Planned Development Permit) to ensure all the Planning Commission and City Council conditions have been complied with. In addition, permits must be reviewed for compliance with the Zoning Code and any other applicable ordinance. Staff recommends that an additional planning review fee equal to 15% of the permit fee (same as City of Roseville fee) be charged to cover planning staff review time for non-residential projects because currently this cost is not being covered and is a drain on the General Fund.

Residential Landscape Review Fee

Due to recent state legislation (AB 1881) all landscape plans are required to be reviewed for water conservation standards. While commercial landscape plan review is covered by the existing fee structure, residential landscaping plans are not. Staff proposes to require a residential fee for each residential landscape plan review and inspection based on the hourly rate of the City Arborist.

As shown in the table below, the proposed fee deposits for typical entitlements are similar to other jurisdictions in the region.

Entitlement	Folsom	Roseville	Sacramento	Elk Grove	Rancho Cordova
General Plan Amendment	\$3,651-\$7,300	\$4,934-\$13,074	\$20,000	\$12,371	\$15,000
Rezone	\$2,502-\$4,997	\$5,154-\$13,338	\$8,000-\$20,000	\$10,176	\$15,000
Specific Plan Amendment	\$5,892	\$5,139-\$13,075	\$10,000	\$3,443	\$5,000
Tentative Parcel Map	\$4,754	\$1,698	\$500 per lot	\$4,854	\$10,000
Tentative Subdivision Map	\$5,721+\$30 per lot	\$3,338-\$4,832	\$500 per lot	\$7,533	\$10,000-\$20,000
Planned Development Permit	\$7,640+\$38 2 per acre	\$4,627	\$6,200	\$5,281	\$10,000
Conditional Use Permit	\$4,954	\$4,085	\$4,000-\$9,000	\$5,223	\$10,000
Variance	\$1,405	\$2,430	\$3,000	\$3,228	\$10,000

Staff recommends the Planning Service Fees convert to this deposit/cost recovery system in accordance with those services specifically identified in Section 3.50.040 to be full cost recovery. Exceptions to full cost recovery identified in this section include appeals (identified costs to be 10% recovered) and tree removal permits/special events permits (by omission from the schedule of Development Services to recover costs reasonably borne).

FINANCIAL IMPACT

The cost recovery program would allow the City to more accurately cover the actual costs for development permits from the applicants. Although the actual savings to the General Fund are cannot be quantified, this fee recovery program will result in a positive impact to the General Fund and provide direct costs charges to contribute to the General Fund to more accurately fund development processing costs.

ENVIRONMENTAL REVIEW

This Resolution is categorically exempt from the California Environmental Quality Act under Public Resources Code §21080, sub. (b)(8) and CEQA Guidelines §15273, establishment, modification, structuring or approval of rates, tolls fares, or other charges by public agencies which the public agency finds are for the purpose of meeting operating expenses. The modification of permit fees has not potential environmental impact upon the environment so does not constitute a project under CEQA.

ATTACHMENTS

1. Resolution No. 8801 – A Resolution Modifying Resolution No. 8301 to Convert Noted Planning Fees to Deposits and Directing Staff to Implement a Program for Full Cost Planning Service Fees
2. City of Roseville Planning Fee Schedule – Effective July 1, 2010 (which includes procedures for Full Cost Fees)
3. City of Roseville Planning Department Sample Agreement for Full Cost Billing.

RECOMMENDATION/CITY COUNCIL ACTION

Staff recommends that the City Council adopt Resolution No. 8801 – A Resolution Modifying Resolution No. 8301 to Convert Noted Planning Fees to Deposits and Directing Staff to Implement a Program for Full Cost Planning Fees.

Submitted,



David E. Miller, AICP
Community Development Director

Attachment #1
City Council Resolution

RESOLUTION NO. 8801**A RESOLUTION MODIFYING RESOLUTION NO. 8301 AS SHOWN IN THE ATTACHED FEE SCHEDULE AND DIRECTING STAFF TO IMPLEMENT A PROGRAM FOR FULL COST PLANNING SERVICE FEES**

WHEREAS, Folsom Municipal Code Section 3.50.020 directs the City Manager to recommend to the Council the adjustment of fees and charges to recover the percentage of costs reasonably borne in providing the regulation, products or services as enumerated in Chapter 3.50; and

WHEREAS, Folsom Municipal Code Section 3.50.030 provides direction on calculating costs reasonably borne to include the following elements: direct costs (wages, overtime, benefits, overhead, etc.), indirect costs (building maintenance, computers, printing, etc.), fixed assets, general overhead, department overhead, and any debt service costs; and

WHEREAS, Folsom Municipal Code Section 3.50.040 requires fee adjustments be approved by the City Council; and

WHEREAS, Folsom Municipal Code Section 3.50.040 also directs that the majority of Planning Service Fees and Building Permit Fees shall be 100% cost recoverable through its fee structure; and

WHEREAS, the range of complexity in Planning Department development applications can vary widely; and

WHEREAS, in our current fiscal climate the General Fund is unable to cover any unnecessary development service related costs; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that Resolution No. 8301 be modified as shown in the attached fee schedule, effective 60 days from the date of adoption of this Resolution on May 8, 2011 and directs City staff to implement a program for full cost planning service fees as attached and described in the staff report.

PASSED AND ADOPTED this 8th day of March 2011, by the following roll-call vote:

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

 Andrew J. Morin, MAYOR

ATTEST:

 Christa Freemantle, CITY CLERK

Resolution No. 8801
 Page 1 of 2

#	Department Service	Base Fee (Non-Refundable Deposit)
	Planning	
PE-1	Preliminary Project Review (deposit)	\$ 545
PE-2	Tentative Parcel Map Review (Deposit)	\$ 4,754
PE-3	Tentative Subdivision Map Review (deposit)	\$5,751 + \$30/Lot
PE-4	Tentative Map Amendment Review (deposit)	\$ 7,923
PE-5	Final Map Amend/Cert of Correction	\$ 2,599
PE-6	Tentative Map Extension Review (deposit)	\$ 3,404
PE-7	Site Design Review - Planning Comm. (deposit)	\$ 3,992
PE-8	Planned Development review (deposit)	\$7,640 + \$382/acre
PE-9	Planned Development Mod. Review (deposit)	\$ 7,628
PE-10	Planned Development Ext. Review (deposit)	\$ 2,678
PE-11	Specific Plan Review (deposit)	\$ 5,356
PE-12	Specific Plan Amend. Review (deposit)	\$ 5,892
PE-13	Initial Environmental Study/Assmnt (deposit)	\$ 5,423
PE-15	Environmental Impact Review & Report*	\$ 7,285
PE-16	Notice of CEQA determination	\$ 252
PE-18	Envtl Mitigation Prog. Monitoring*	\$ 5,369
PE-20	Historic Dist SFD Design Rvw (deposit)	\$ 54
PE-21	H.D. Mult Fam/Comm Design Rvw (deposit)	\$ 1,841
PE-22	Arch Review - SFD (deposit)	\$ 54
PE-23	Arch Review - Mult-Fam/Comm. (deposit)	\$ 1,841
PE-24	Historic Dist Sign Review (deposit)	\$ 54
PE-25	Sign Permit - Staff	\$ 107
PE-26	PD Permit Sign Only (deposit)	\$ 1,071
PE-27	Zoning Verification Review (deposit)	\$ 258
PE-28	Rezoning Request Review- < 5 acres (deposit)	\$ 2,502
PE-29	Rezoning Request Review- 5+ acres (deposit)	\$ 4,997
PE-20	Lot Line Adj./Parcel Merger (planning) (deposit)	\$ 844
PE-31	Annexation Processing (deposit)*	\$ 4,280
PE-32	Variance Review- SFD (deposit)	\$ 1,405
PE-33	Variance Review- Other (deposit)	\$ 1,405
PE-35	Appeal - Admin	\$ 214
PE-36	Appeal - by other (deposit)	\$ 429
PE-37	Code Amendment (deposit)*	\$ 1,912
PE-38	General Plan Amendment <5 acres (deposit)	\$ 3,651
PE-39	General Plan Amendment >5 acres (deposit)	\$ 7,300
PE-40	Temporary Use Permit Review	\$ 54
PE-41	Conditional Use Permit Review (deposit)	\$ 4,954
PE-43	Street Name Review/Change (deposit)	\$ 1,071
PE-44	Devl. Agreement Processing (deposit)*	\$ 4,607
PE-45	Non-residential Plan Check Fee	15% of building permit fee
PE-46	Residential Landscape Review Fee	Hourly rate of City Arborist

Attachment #2
City of Roseville Planning Fee Schedule
Effective July 1, 2010



PLANNING and REDEVELOPMENT
311 VERNON STREET * ROSEVILLE, CA 95678

Planning Fee Schedule - Effective July 1, 2010

Adopted by Resolution No. 96-239 - Amended by Resolution No. 97-287 - Amended by Resolution No. 99-507 - Amended by Resolution No. 02-02 - Amended by Resolution No. 02-224
Amended by Resolution No. 04-485 - Amended by Resolution No. 05-176, Amended by resolution 09-124

ENTITLEMENT (APPLICATION TYPE):	FEE	Full Cost Base Cost
APPEALS		
1. Planning Director's Decision	\$454	
2. PC/DC Decision to City Council	\$425	
ANNEXATIONS		
1. Annex/PZ/Detach/SOI/(FULL COST/Deposit) ¹		\$11,786
DEVELOPMENT AGREEMENTS		
1. Adoption of Specific Plan (FULL COST/Deposit) ¹		\$6,837
2. Amendment of SPA (FULL COST/Deposit) ¹		\$6,837
3. Associated with Affordable Housing	\$1,244	
4. Associated with Single Topic Item	\$2,474	
ENVIRONMENTAL REVIEW		
1. Exemption WITHOUT Initial Study	\$176	
2. Exemption WITH Initial Study	\$425	
3. Negative Declaration with NO Mitigation	\$630	
4. Tiered Negative Declaration WITH Mitigation	\$1,288	
5. EIR Deposit (FULL COST/Deposit) ¹		\$11,786
GENERAL PLAN AMENDMENT		
1. Entitlement Fee - GPA 10 Acres of LESS, Map/Text	\$4,934	
2. GPA 11+ Acres, Map/Text (FULL COST/Deposit) ¹		\$13,074
3. GPA - Text Policy Amend (FULL COST/Deposit) ¹		\$13,074
PUBLIC UTILITY EASEMENT ABANDONMENT		
1. Summary Vacation	\$1,259	
2. General Vacation	\$1,772	

ENTITLEMENT (APPLICATION TYPE):	FEE	Full Cost Base Cost
SIGNS		
1. Standard Sign Permit	\$117	
2. Planned Sign Permit Program	\$512	
3. Sign Permit/Program - Public Hearing Req.	\$1,010	
4. Administrative Permit for Sign Exception ²	\$717	
5. PSP Minor Modification ³	\$58	
SPECIFIC PLAN AMENDMENT		
1. SPA Adoption, Map/Text (FULL COST/Deposit) ¹		\$11,786
2. SPA 10 Acres or LESS, Map or Text	\$5,139	
3. SPA 11+ Acres, Map/Text (FULL COST/Deposit) ¹		\$13,075
4. SPA Text/Policy Deposit (FULL COST/Deposit) ¹		\$13,075
SUBDIVISIONS/CONDOMINIUMS*		
1. Grading Plan / Minor	\$1,201	
2. Grading Plan / Major	\$2,489	
3. Lot Line Adjustment	\$1,201	
4. Extension to a Tentative Map	\$1,201	
5. Voluntary Merger	\$1,201	
6. Reversion to Acreage	\$1,698	
7. Minor Modification to a Tentative Map	\$1,201	
8. Major Modification to a Tentative Map	\$2,796	
9. Tentative Parcel Map with 4 or fewer Lots	\$1,698	
10. Tentative Map, 5 through 99 Lots	\$3,338	
11. Tentative Map, 100 through 499 Lots	\$4,832	
12. Tentative Map, 500+ Lots (FULL COST/Deposit) ¹		\$12,254

KEY: ¹Full Cost/Base Cost to be collected at submittal. An estimate of processing cost will be provided at PEM. Applicant to pay 100% of Actual Cost to process requested Entitlement.

*Condominium subdivision category has been added to assist in the processing and tracking of condominium units

² Previously processed as Sign Variance

³ Previously processed as ZCC

600000

ENTITLEMENT (APPLICATION TYPE:	FEE	Full Cost Base Cost
ZONING ORDINANCE ENTITLEMENTS		
1. Administrative Permit	\$717	
2. Conditional Use Permit	\$4,085	
3. CUP Extension or Modification	\$2,650	
4. Design Review Permit	\$4,627	
5. DRP/Minor Approved at Public Counter	\$102	
6. DRP/Residential Subdivision w/other Permit	\$2,870	
7. DRP Extension or Modification	\$2,650	
8. CUP/DRP Process with another Permit	\$2,225	
9. Flood Encroachment Permit	\$3,719	
10. MPP Stage 1 or Stages 1 & 2 (FULL COST/Deposit) ¹		\$14,846
11. MPP Stage 2, Mod/Exten of Stage 1 &/or 2	\$2,650	
12. MPP Administrative Modification	\$776	
13. Planned Development Permit	\$4,627	
14. TP Admin - Approved at Public Counter	\$88	
15. TP - Req. Public Hear for SFD or 10 trees/Less	\$1,772	
16. TP - Req. Public Hear for DRP/TM or 11+ trees	\$2,723	
17. Administrative Variance	\$600	
18. Variance to Develop Standards Req. Public Hearing	\$2,035	
19. Variance to Parking Standards	\$2,430	
20. Zoning Clearance Approved Public Counter	\$58	
21. Zoning Interpretation - Hearing Required	\$1,537	
22. Zoning Interpretation - Non Hearing Item	\$73	
ZONING ORDINANCE AMENDMENTS		
1. Zoning Text Amend (Zoning, Subd, Sign) (FULL COST/Deposit) ¹		\$7,965
2. Zoning Map Change (RZ) 10 Acres or LESS	\$5,154	
3. Zoning Map Change (RZ) 11+ Acres (FULL COST/Deposit) ¹		\$13,338
OTHER		
1. New Non-Residential Plan Check ²		15% of Building Plan Check Fee
2. Commercial Plan Check - TI ²	\$58	
2. Planning Dept. Plot Plan Review (Bundles of 10)	\$58	
3. Radius List Prep-Previously Developed Area	\$58	
4. Preparation Undeveloped Area/Mailing	\$146	
5. Farmer's Market Permit	\$410	

PROCEDURES FOR FULL COST FEES

I. Base Cost

The base costs for processing a full cost application represents the minimum amount of staff time invested by the Planning and Redevelopment Department in processing a certain entitlement. This base fee has been generated based on a time-motion analysis that is available upon request from the Planning and Redevelopment Department. This base cost is non-refundable.

II. Project Initiation

Concurrent with the start-up of a Full Cost project, the applicant shall enter into an agreement for Full Cost billing. This agreement shall be provided to the applicant from the Planning and Redevelopment Department. Per the provisions of this agreement, the applicant shall pay the base costs associated with the individual entitlements associated with the project.

III. Full Cost Billing

Following project initiation and payment of the base cost fee, Planning and Redevelopment staff will record time spent working on the project against the base cost. Once staff time exceeds that covered under the base cost, the applicant shall be billed on a monthly basis. These charges will be based on current staff costs per adopted City labor contracts, plus a factor for direct and indirect costs. The Planning and Redevelopment Department can be contacted for current rates.

Included in the monthly billing will be the costs incurred by the following City departments: City Attorney, Housing, Community Development, Parks and Recreation and Planning and Redevelopment. These costs are outside of what is reflected in the Base Cost.

IV. Consultants

As may be required by the Planning Department for project evaluation or environmental review, all consultant work shall be paid for by the project applicant and shall be included in the payment agreement. The City shall charge 10% of the contract amount for City action. The cost for consultant fees will be paid as a one time cost.

V. Plan Check Fee

This fee shall be 15% of the building Plan Check Fee for New Non-Residential construction (Commercial and Multi-family). Fee to be collected with Building's Plan Check Fee.

REFUND POLICY

Application fees are not refundable except as follows:

1. Refund of 100% shall be made if a determination is made by the Planning Director that the permit and associated fee are not required by the City of Roseville Municipal Code or adopted City Resolution.
2. If an applicant requests withdrawal of a permit prior to the PEM, refund of 50% of the applicable fee shall also be refunded.
3. No refund of application fees shall be made after a Project Evaluation Meeting has been held, unless a fee waiver is approved by the Roseville City Council.

KEY

¹Full Cost/Deposit to be collected at submittal. Applicant to pay 100% of Actual Cost to process requested Entitlement. -See FULL COST Discussion

²Non-Residential - :Per Building Code, this includes Commercial and Multi-family developments. Plan Check Fees to be assessed as part of Building Department Plan Check Fee.

³Parking In Lieu Fee is an optional fee that non-residential uses in the Downtown Specific Plan Area can utilize instead of providing required parking on-site. Fees for the 1st stall will be \$800 (10%), 2nd stall \$2,000 (25%), 3rd stall (50%), 4th stall \$6,000(75%) and 5 or more stalls \$8,000 (100%) of the in lieu fee.

E:/budget/Fee Schedule Effective 07/01/2010

Attachment #3
City of Roseville Planning Department
Sample Agreement for Full Cost Billing



PLANNING DEPARTMENT

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

Agreement for Full Cost Billing

I understand that charges for staff time spent processing this application will be based on the current staff costs per adopted City labor contracts plus a factor for direct and indirect costs. Please contact the Planning Division for a handout of current billing rates.

I understand that my initial fee is considered to be a base cost for processing. This initial fee will set up an account that shall be charged at the current rate for all staff processing time. I understand that should the final costs be more than the initial fee, I will be billed quarterly for the additional charges. I also understand that payments received after the due date will be assessed a late fee equal to ten percent (10%) of the amount past due.

I understand that staff processing time may include, but is not limited to: Planning and Other City Departments: City Attorney, Housing, Community Development, and Parks & Recreation. This also includes but is not limited to; Pre-application review of plans; reviewing plans / submittal packages; routing plans to, and communicating with inter-office departments and outside agencies; researching documents relative to site history; site visits; consulting with applicant and/or other interested parties either in person by phone; preparing environmental documents; drafting of staff reports and resolutions; preparing pertinent maps, graphs and exhibits; and attending meetings / public hearings before the Design Committee/Planning Commission/City Council.

I also understand that receipt of all discretionary approvals does not constitute an entitlement to begin work. Non-discretionary approvals may be required from City development departments and outside agencies. I understand additional fees will be assessed for these approvals. Please refer to the City's Residential or Commercial Fee Schedule for other fees to be assessed prior to the issuance of project permits. These fees may include, but are not limited to: Building Permit fees; Improvement plan fees; Traffic Impact fees; Drainage fees; Parkland Dedication fees; Park Construction fees; Utility fees; Filing fees; and Mapping fees.

As applicant, I assume full responsibility for all costs leading to discretionary approvals (as listed above, incurred by the City in processing this application(s).

PROJECT NAME: _____
PROJECT DESCRIPTION: _____

BILLING CONTACT INFORMATION:

NAME: _____
COMPANY: _____
ADDRESS: _____
CITY, STATE: _____ ZIP: _____
PHONE #: _____ FAX #: _____
CELL #: _____ EMAIL: _____

- OWNER ARCHITECT
- ENGINEER OTHER: _____

BILLING ADDRESS, IF DIFFERENT FROM CONTACT:

NAME: _____
COMPANY: _____
ADDRESS: _____
CITY, STATE: _____ ZIP: _____
PHONE #: _____ FAX #: _____
CELL #: _____ EMAIL: _____

- OWNER ARCHITECT
- ENGINEER OTHER: _____

PROPERTY OWNER OR AGENT AUTHORIZATION:

NAME: _____
COMPANY: _____
ADDRESS: _____
CITY, STATE: _____ ZIP: _____
PHONE #: _____ FAX #: _____
EMAIL: _____

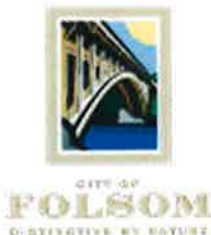
CHOOSE ONE:

- I am the property owner and hereby authorize the filing of this agreement.
- I am the applicant and am authorized by the owner to file this agreement.

SIGNATURE: _____
DATE: _____

For Staff Use Only (Date Stamp)
PROJECT ADDRESS: _____
JOB NUMBER: _____
Total Deposit Fee: \$ _____
Receipt #: _____
Received By: _____
E:\forms\FULLCOSTBILLINGAGREEMENT.doc

0000012



Folsom City Council Staff Report

MEETING DATE:	5/14/2024
AGENDA SECTION:	New Business
SUBJECT:	Ordinance No. 1345 - An Ordinance of the City of Folsom Amending Sections 3.20.020, 3.20.063, and 8.32.140(a)(2) of the Folsom Municipal Code Pertaining to Billing for Municipal Utility Services (Introduction and First Reading)
FROM:	Finance Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council introduce and conduct first reading of Ordinance No. 1345 - An Ordinance of the City of Folsom Amending Sections 3.20.020, 3.20.063, and 8.32.140(a)(2) of the Folsom Municipal Code Pertaining to Billing for Municipal Utility Services (Introduction and First Reading).

BACKGROUND / ISSUE

The purpose of this Ordinance is to amend Section 3.20.040 and 8.32.140 of the Folsom Municipal Code to remove vacancy exceptions and to clarify start dates for municipal utility services.

Folsom Municipal Code 3.20.020 Exceptions, allows for municipal service charges to be discontinued upon written request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. This vacancy exception is only applicable to Solid Waste services.

Folsom Municipal Code 8.32.140 Charges for collection and compliance administration Item 1 states that each dwelling, house or residence shall pay a fixed minimum solid waste fee, which applies and is payable without consideration of whether there is any garbage, recyclables, or organic waste to remove from the premises. However, Item 2. references Folsom Municipal Code 3.20.020 Exceptions allowing for vacancy exceptions.

Proposition 218 mandates that utility rates must be fair and equitable amongst rate payers. Charging certain customers more than their proportional share of the cost of service to reduce the cost for other customers is strictly prohibited. Solid Waste is still required to provide service to a route, street, or house, regardless of vacancy status. The minimum rate set forth in the Council approved rate schedules covers the minimum cost to provide the service, regardless of how much waste is removed from the premises.

Folsom Municipal Code 3.20.040 Collection methods states that the owner of real property to which one or more municipal services are rendered shall be responsible and liable for the payment of all municipal service charges, and the city may utilize all procedures available under this code or state law to collect payment. Folsom Municipal Code 3.20.063 Municipal service charges—Establishment of rates states there is levied and assessed a monthly service charge against the municipal service customer (user), for municipal services as defined in Section 3.20.010(A). The amount of these municipal service charges shall be set by resolution of the city council and may be adjusted from time to time by resolution so as to reflect the cost of the services provided.

Existing policies and procedures establish the start date of billing the legal owner of new utility accounts as the date of the recorded deed of the property for existing accounts. New construction accounts also bill the legal owner as of the date a meter is installed at the property, the date the parcel receives a Certificate of Occupancy or final permit, whichever occurs first. Staff recommend codifying our policy to provide clarity to customers.

POLICY / RULE

Amendments and revisions to the Folsom Municipal Code must be reviewed and approved by the City Council.

Proposition 218 mandates that utility rates must be fair and equitable amongst rate payers. Charging certain customers more than their proportional share of the cost of service to reduce the cost for other customers is strictly prohibited.

Folsom Municipal Code 8.32.140 Charges for collection and compliance administration Item 1 states that each dwelling, house or residence shall pay a fixed minimum solid waste fee, which applies and is payable without consideration of whether there is any garbage, recyclables, or organic waste to remove from the premises.

3.20.063 Municipal service charges—Establishment of rates. There is levied and assessed a monthly service charge against the municipal service customer (user), for municipal services as defined in Section 3.20.010(A). The amount of these municipal service charges shall be set by resolution of the city council and may be adjusted from time to time by resolution so as to reflect the cost of the services provided.

ANALYSIS

An amendment of this ordinance would clarify that all municipal service charges are applicable and payable, whether or not a property is vacant. It would also codify existing policies and practices for start dates of billing new municipal utility accounts.

This is in accordance with Folsom Municipal Code 8.32.140 Charges for collection and compliance administration, Item 1, which identifies a minimum solid waste fee, which is applicable regardless of whether there is any garbage, recyclables, or organic waste to remove from the premises. Additionally, it is in compliance with 3.20.063 Municipal service charges— Establishment of rates. There is levied and assessed a monthly service charge against the municipal service customer (user), for municipal services as defined in Section 3.20.010(A). The amount of these municipal service charges shall be set by resolution of the city council and may be adjusted from time to time by resolution so as to reflect the cost of the services provided.

FINANCIAL IMPACT

This item has no impact on the City's General Fund. It has an estimated increase of Solid Waste revenues of \$8,000 annually.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(c)(3)) or are otherwise not considered a project as defined by Public Resources Code §21065 and CEQA Guidelines §15060(c)(3) and §15378. This Council action meets the above criteria and is not subject to CEQA. No environmental review is required.

ATTACHMENT

1. Ordinance No. 1345 - An Ordinance of the City of Folsom Amending Sections 3.20.020, 3.20.063, and 8.32.140(a)(2) of the Folsom Municipal Code Pertaining to Billing for Municipal Utility Services (Introduction and First Reading)

Submitted,



Stacey Tamagni, Finance Director

ORDINANCE NO. 1345

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOLSOM AMENDING SECTIONS 3.20.020, 3.20.063, AND 8.32.140(A)(2) OF THE FOLSOM MUNICIPAL CODE PERTAINING TO BILLING FOR MUNICIPAL UTILITY SERVICES

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

SECTION 1 PURPOSE

The purpose of this Ordinance is to amend Sections 3.20.020, 3.20.063, and 8.32.140 of the Folsom Municipal Code to remove “Exceptions”, add “Billing Start Date”, and affirm City Council approved rate schedules regardless of occupancy status of the property pertaining to payment for municipal utility services.

SECTION 2 AMENDMENT TO CODE

Section 3.20.020 of the Folsom Municipal Code is hereby replaced and amended in its entirety as follows:

3.20.020 Billing start date.

A. New construction. Billing for municipal services for a new construction on any parcel of real property shall commence on the date that usage of utility services begins, the date a meter is installed, the date the property is first occupied, or the date the property is given a certificate of occupancy or final approval by city officials in accordance with applicable provisions of this code, whichever occurs first. The director may adopt written guidelines to implement the provisions of this section and specify criteria for determining when billing for utility services starts in other situations.

B. Transfer of ownership of existing structures. Billing for utility services for new owners of existing structures will begin on the date of the recorded ownership transfer deed for that property as identified by the Sacramento County clerk/recorder’s office.

SECTION 3 AMENDMENT TO CODE

Section 3.20.063 of the Folsom Municipal Code is hereby amended as follows:

3.20.063 Municipal service charges – Establishment of rates.

There is levied and assessed a monthly service charge against the municipal service customer (user), for municipal services as defined in Section 3.20.010 (A). The amount of these municipal service charges shall be set by resolution of the city council and may be adjusted from time to time by resolution so as to reflect the cost of the services provided. Monthly municipal service charges are applicable and payable in accordance with the city council approved rate schedules regardless of occupancy status of the property.

SECTION 4 AMENDMENT TO CODE

Section 8.32.140(A)(2) of the Folsom Municipal Code is hereby amended as follows:

8.32.140 Charges for collection and compliance administration.

- A. Residential
- 2. Reserved.

SECTION 5 SCOPE

Except as set forth in this Ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 6 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 7 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 May 14, 2024, and the second reading occurred at the regular meeting of the City Council on May 28, 2024.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 28th day of May, 2024 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK