



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Agenda

City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

March 09, 2021

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 have three minutes, unless the presiding officer (usually the mayor) changes that time.

Reasonable Accommodations

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

How to Watch

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

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

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



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City Council Regular Meeting

Folsom City Council Chambers
50 Natoma Street, Folsom, CA

www.folsom.ca.us

Tuesday, March 09, 2021 6:30 PM

Mike Kozlowski, Mayor

Sarah Aquino, Vice Mayor
Kerri Howell, Councilmember

YK Chalamcherla, Councilmember
Rosario Rodriguez, Councilmember

REGULAR CITY COUNCIL AGENDA

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Folsom City Council and staff may participate in this meeting via teleconference.

Due to the coronavirus (COVID-19) public health emergency, the City of Folsom is allowing for remote public input during City Council meetings. Members of the public are encouraged to participate by emailing comments to CityClerkDept@folsom.ca.us. Emailed comments must be received no later than thirty minutes before the meeting and will be read aloud at the meeting during the agenda item. Please make your comments brief. Written comments submitted and read into the public record must adhere to the principles of the three-minute speaking time permitted for in-person public comment at City Council meetings. Members of the public wishing to participate in this meeting via teleconference may email CityClerkDept@folsom.ca.us no later than thirty minutes before the meeting to obtain call-in information. Each meeting may have different call-in information. Verbal comments via teleconference must adhere to the principles of the three-minute speaking time permitted for in-person public comment at City Council meetings.

Members of the public may continue to participate in the meeting in person at Folsom City Hall, 50 Natoma Street, Folsom, CA while maintaining appropriate social distancing and wearing face coverings.

CALL TO ORDER

ROLL CALL:

Councilmembers: Chalamcherla, Howell, Rodriguez, Aquino, 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

AGENDA UPDATE

BUSINESS FROM THE FLOOR:

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

SCHEDULED PRESENTATIONS:

- [1.](#) Resolution of Commendation Honoring the Folsom Telegraph for Being the Oldest Business in Folsom
- [2.](#) Proclamation of the Mayor of the City of Folsom Proclaiming March 2021 as American Red Cross Month in the City of Folsom

CONSENT CALENDAR:

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

- [3.](#) Approval of February 23, 2021 Special and Regular Meeting Minutes
- [4.](#) Resolution No. 10592 - A Resolution Authorizing the City Manager to Execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments
- [5.](#) Resolution No. 10593 - A Resolution Authorizing the City Manager to Execute a Regional Water Authority Major Projects Management Services Program Agreement
- [6.](#) Resolution No. 10598 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Avolve Software for ProjectDox Upgrade and Renewal of Annual Support Services
- [7.](#) Resolution No. 10599 - A Resolution Authorizing Applications for Regional Early Action Planning (REAP) Grants Program Funds for Housing Related Planning Activities and Authorizing the City Manager to Execute Agreements to Accept Awarded Grant Funds

NEW BUSINESS:

- [8.](#) Ordinance No. 1311 - An Ordinance of the City of Folsom Amending Certain Sections in Title 4 of the Folsom Municipal Code Regarding the Arts and Cultural Commission (Introduction and First Reading)
- [9.](#) Fiscal Year 2021-22 Budget Workshop
- [10.](#) Future Use Options for City-Owned Property at 405 Natoma Station Drive and Direction to Staff

CITY MANAGER REPORTS:

COUNCIL COMMENTS:

ADJOURNMENT

The City Council's next regular meeting is scheduled for March 23, 2021.

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.

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

City of Folsom Resolution of Commendation

Honoring The Folsom Telegraph for Being the Oldest Business in Folsom

WHEREAS, the Folsom Telegraph is the oldest newspaper in Sacramento County and the fourth oldest weekly in the state; and

WHEREAS, the Folsom Telegraph has been informing residents of news for 165 years; and

WHEREAS, the Folsom Telegraph started as the Granite Journal, founded and published in March 1856, by surgeon Dr. L. Bradley; and

WHEREAS, the Folsom Telegraph was originally a four-page newspaper published in the basement of a building at the corner of Sutter and Wool Streets. It was printed with hand-set type until 1933; and

WHEREAS, the Folsom Telegraph has gone through many name changes through the years: Granite Journal, The Folsom Dispatch, Mooney’s Folsom, Placerville Express, The Folsom Semi—Weekly Telegraph, Folsom Weekly, and finally The Folsom Telegraph; and

WHEREAS, the Folsom Telegraph was once known as the “Wandering Press” since the printing press was moved from place to place until it found its home in Folsom; and

WHEREAS, publication techniques have changed through the years - from a printing press, to a Goss Urbanite offset press which printed higher quality papers at a faster speed, to a technological jump when the layout changed from the manual pasting up of pages, to building pages on a computer in the late 1990s, and continued to make technological changes in 2002 with expansion to include an online presence; and

WHEREAS, the Folsom Telegraph continues to provide the community with accurate news and features in its weekly newspaper.

NOW, THEREFORE, I, MICHAEL D. KOZLOWSKI, Mayor of the City of Folsom on behalf of the City of Folsom do hereby commend and congratulate **The Folsom Telegraph for Being the Oldest Business in Folsom** and thank them for their 165 years of service to Folsom.

PASSED AND APPROVED this 9th day of March 2021.

Michael D. Kozlowski, MAYOR

Attest:

Christa Freemantle, CITY CLERK

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PROCLAMATION
OF THE MAYOR OF THE CITY OF FOLSOM
PROCLAIMING THE MONTH OF MARCH 2021
as
AMERICAN RED CROSS MONTH
in the City of Folsom

WHEREAS, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in our community, across the United States, and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering; and

WHEREAS, during the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our nation faced a severe blood shortage; and

WHEREAS, here in the California Gold Country Region, families have relied on local Red Cross volunteers for comfort and hope while coping with the recent Northern California wildfires. The Red Cross served over 165,000 meals and snacks to those in need and provided 38,903 hotel units for safe shelter. In addition to helping friends and neighbors here at home, many local Red Cross volunteers also deployed virtually to assist with disasters around the country; and

WHEREAS, local volunteers have also supported families in other ways. Since January 2020, volunteers have responded to 500 home fires, helping 1,983 people address urgent needs for food, lodging, and recovery support. Last year, the Red Cross hosted more than 300 regional blood drives and collected 5,785 units of lifesaving blood. Red Cross volunteers provided emergency services for 2,118 people through our service to the Armed Forces Program and enrolled 16,329 people in first aid/CPR/AED training; and

WHEREAS, this lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in the commitment to care for people in need.

NOW, THEREFORE, I, MICHAEL D. KOZLOWSKI, Mayor of the City of Folsom, on behalf of the Folsom City Council, do hereby proclaim March 2021 as Red Cross Month and encourage community members to reach out and support their humanitarian mission.

PROCLAIMED this 9th day of March 2021.



Michael D. Kozlowski, MAYOR

Attest:

Christa Freemantle, CITY CLERK

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City Council Special Meeting

MINUTES

Tuesday, February 23, 2021 5:30 PM

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Folsom City Council and staff may participate in this meeting via teleconference.

CALL TO ORDER

The special City Council meeting was called to order at 5:30 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Mike Kozlowski presiding.

ROLL CALL:

Councilmembers Present: Sarah Aquino, Vice Mayor
YK Chalamcherla, Councilmember
Kerri Howell, Councilmember
Rosario Rodriguez, Councilmember
Mike Kozlowski, Mayor

Councilmembers Absent: None

Participating Staff: City Manager Elaine Andersen
City Attorney Steve Wang
City Clerk Christa Freemantle

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Legal Counsel - Existing Litigation - Pursuant to Government Code section 54956.9(d)(1): Daniel Artherton v. City of Folsom, et al., Sacramento County Superior Court Case No. 34-2021-00293406
2. Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): Pinhole leaks

City Clerk Christa Freemantle read the closed session items into the record.

Motion by Vice Mayor Sarah Aquino, second by Councilmember Rosario Rodriguez to adjourn to closed session for the above referenced items. Motion carried with the following roll call vote:

AYES: Councilmember(s): Aquino, Chalamcherla, Howell, Rodriguez, Kozlowski
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

RECONVENE

City Attorney Steve Wang announced that no final action was taken during Closed Session.

ADJOURNMENT

There being no further business to come before the Folsom City Council, the meeting was adjourned at 6:30 p.m.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Mike Kozlowski, Mayor

City Council Regular Meeting

MINUTES

Tuesday, February 23, 2021 6:30 PM

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Folsom City Council and staff may participate in this meeting via teleconference.

CALL TO ORDER

The regular City Council meeting was called to order at 6:30 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Mike Kozlowski presiding.

ROLL CALL:

Councilmembers Present: Sarah Aquino, Vice Mayor
YK Chalamcherla, Councilmember
Kerri Howell, Councilmember
Rosario Rodriguez, Councilmember
Mike Kozlowski, Mayor

Councilmembers Absent: None

Participating Staff: City Manager Elaine Andersen
City Attorney Steve Wang
City Clerk Christa Freemantle
Principal Planner Steve Banks

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

AGENDA UPDATE

City Clerk Christa Freemantle advised that there was additional information for Item No. 4.

BUSINESS FROM THE FLOOR:

Todd Pfeffer addressed the City Council regarding traffic signals on Empire Ranch Road.

SCHEDULED PRESENTATIONS:

1. County of Sacramento Alternatives to 911 for Mental Health and Quality of Life/Pilot Call Center and Mental Health Response Team Proposal

City Manager Elaine Andersen introduced the item. Sacramento County Deputy County Executive Bruce Wagstaff and Sacramento County Acting Director of Health Services Jim Hunt made a presentation. Folsom Police Chief Rick Hillman and Folsom Fire Chief Ken Cusano provided additional information.

CONSENT CALENDAR:

2. Approval of January 26, 2021 Special and Regular Meeting Minutes
3. **pulled for discussion**
4. Resolution No. 10589 - A Resolution Authorizing the City Manager to add Two Senior Environmental Specialists Positions to the Solid Waste Recycling Division and Appropriation of Funds
5. Resolution No. 10590 - A Resolution Authorizing the City Manager to Execute the Second Amendment to the Joint Powers Agreement between the City of Elk Grove, City of Folsom, City of Rancho Cordova, City of Sacramento, and the County of Sacramento Creating the Sacramento Central Groundwater Authority
6. Resolution No. 10591 - A Resolution Authorizing the City Manager to Execute an Amended and Restated Master Interagency Agreement Between Sacramento Regional County Sanitation District and Its Contributing Agencies
7. Resolution No. 10594 - A Resolution Authorizing the City Manager to Execute a Contract with Madsen Roofing & Waterproofing Inc. for the Folsom Community Center Roof Repair Project
8. Resolution No. 10595 - A Resolution Authorizing the City Manager to Execute an Agreement with Western Truck Parts and Equipment Company LLC to Purchase One Solid Waste Collection Vehicle

Motion by Councilmember Rosario Rodriguez, second by Councilmember Kerri Howell to approve Items No. 2 and 4-8 of the Consent Calendar.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Aquino, Chalamcherla, Howell, Rodriguez, Kozlowski
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION:

- 3. Approval of the February 9, 2021 Regular Meeting Minutes

Councilmember Kerri Howell pulled Item No. 3 to clarify City Council direction and to modify the minutes to reflect that direction.

Motion by Councilmember Kerri Howell, second by Vice Mayor Sarah Aquino to approve City Council Minutes of February 9, 2021.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Aquino, Chalamcherla, Howell, Rodriguez, Kozlowski
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

PUBLIC HEARING

- 9. Alder Creek Apartments – Southeast Corner of Alder Creek Parkway and Westwood Drive in the Folsom Plan Area (PN 18-222)
 - i. Resolution No. 10596 - A Resolution to Adopt an Addendum to the Folsom Plan Area Specific Plan EIR/EIS and Approve a General Plan Amendment, Specific Plan Amendment, and Planned Development Permit for the Alder Creek Apartments Project

Principal Planner Steve Banks made a presentation and responded to questions from the City Council.

Mayor Mike Kozlowski opened the public hearing at 8:13 p.m.

Applicant representative Nicolas Ruhl, Spanos Company, thanked the City Council for hearing this item and explained that their entire project team was available on the phone to respond to any questions.

Hearing no further speakers, the public hearing was closed at 8:15 p.m.

Motion by Councilmember Kerri Howell, second by Councilmember Rosario Rodriguez to approve Resolution No. 10596.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Aquino, Chalamcherla, Howell, Rodriguez, Kozlowski
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

NEW BUSINESS:

10. Appointment of At-Large Members to the Folsom Historic District Commission

City Clerk Christa Freemantle made a brief presentation and provided each Councilmember a ballot.

Business Representative outside the Sutter Street subarea:

Ms. Freemantle announced that the City Council votes were unanimous for John Felts.

Business Representative within the Sutter Street subarea:

Councilmember Rosario Rodriguez voted for Mark Dascallos.
Councilmember Kerri Howell voted for John Voelz.
Mayor Mike Kozlowski voted for Mark Dascallos.
Councilmember YK Chalamcherla voted for Mark Dascallos.
Vice Mayor Sarah Aquino voted for Mark Dascallos.

John Felts and Mark Dascallos were appointed to the Historic District Commission.

11. Appointment of At Large Members to the Landscaping and Lighting District Advisory Committee

City Clerk Christa Freemantle made a brief presentation explaining that there were no ballots for these appointments because there was only one applicant for each district.

Motion by Councilmember Kerri Howell, second by Councilmember Rosario Rodriguez to appoint Dina Collins for Folsom Heights/California Hills district and Bhavik Vyas for Broadstone district.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Aquino, Chalamcherla, Howell, Rodriguez, Kozlowski
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

CITY MANAGER REPORTS:

City Manager Elaine Andersen announced the re-opening of the Folsom Library for indoor operations, a virtual community meeting for the new Highway 50/Empire Ranch Interchange Project and advised that Sacramento Regional Transit is offering free rides to COVID-19 vaccine appointments starting in March.

COUNCIL COMMENTS:

Councilmember YK Chalamcherla requested that the Mayor adjourn tonight's meeting in honor of Paul Hayes.

Councilmember Rosario Rodriguez reminded all to keep dogs on leashes and encouraged everyone to keep supporting small businesses.

Councilmember Kerri Howell reminded all to pay attention to stop lights. She discussed items from meetings at Regional Sanitation, Regional Transit, and the SouthEast Connector JPA.

Mayor Mike Kozlowski discussed activity at the SACOG meeting. He encouraged everyone to continue wearing masks and social distancing to continue moving in a positive direction.

ADJOURNMENT

There being no further business to come before the Folsom City Council, Mayor Mike Kozlowski adjourned the meeting in honor of Paul Hayes at 9:08 p.m.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Mike Kozlowski, Mayor

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Folsom City Council Staff Report



MEETING DATE:	3/9/2021
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10592 – A Resolution Authorizing the City Manager to Execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments
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. 10592 - A Resolution Authorizing the City Manager to Execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments.

BACKGROUND / ISSUE

The City has been working with the Cities of Roseville and Sacramento along with San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, Sacramento County Water Agency, and El Dorado Irrigation District, collectively known as the “American River Water Agencies” to complete a new operating plan for the American River. This work was completed under a joint defense agreement (JDA) to maintain confidentiality over their collective efforts and to coordinate funding for those efforts. On February 13, 2018, City Council approved Resolution No. 10080 for Amendment No. 3 to the JDA, which is the current agreement in place.

As discussed in Resolution No. 10593, the American River Water Agencies are seeking to coordinate regional efforts through a Regional Water Authority (RWA) Major Projects Management Service Program Agreement (Program). This RWA Program will help support member agency efforts to participate in various regulatory and administrative processes jointly and cooperatively, including the Bay-Delta Water Quality Control Plan (WQCP) and other

environmental and regulatory matters that affect the surface water supplies in the region. This RWA Program will include agencies that are not currently covered under the JDA.

The Parties desire to provide the technical basis to enable their respective counsel to provide informed legal advice to the respective and to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on the Bay-Delta WQCP amendments. The Parties share a common interest in achieving all of the above. In addition to the agencies that are currently covered under the JDA, additional regional water agencies have an interest in coordinating efforts and share costs in order to protect American River region water rights and water supplies in the development of any amendments to the Bay-Delta WQCP. The Common Interest and Cost Share Agreement will include all interested American River parties and will supersede the JDA. Upon full execution of this agreement, the JDA will be terminated.

POLICY / RULE

In accordance with Chapter 2.02 of the Folsom Municipal Code, all powers of the City shall be vested in the City Council and the City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law.

ANALYSIS

The American River Water Agencies, along with the Water Forum, have determined that the key element of this effort is a Modified Flow Management Standard (MFMS), a package of modified minimum instream flow requirements and carryover storage targets for Folsom Reservoir. The MFMS has been determined to be sufficient to protect the co-equal goals of American River stakeholders: protection of the lower American River ecosystem and the long-term water supply reliability of the Sacramento region. The MFMS operating plan has been refined to be protective of the region's goals while also protecting the Sacramento River and the Bay Delta.

One of the upcoming proceeding is the update of the Bay Delta Water Quality Control Plan. In this proceeding, the State Water Resources Control Board will consider adopting new streamflow requirements for the Delta that apply to all water-right holders in the Central Valley, including the City. The American River Water Agencies plan to include the MFMS in that proceeding as sufficiently protective of environmental resources and water supplies in the Sacramento region. Further technical work will be necessary to include the MFMS in this proceeding.

The SWRCB's development of amendments to the Bay-Delta WQCP may result in adversarial quasi-legislative or quasi-judicial administrative proceedings, litigation in state or federal courts or both. The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on the Bay-Delta

WQCP amendments. The Parties share a common interest in achieving all the above. Through this Common Interest Agreement, the American River Water Agencies and RWA desire to:

- Acknowledge and affirm their common interest to cooperate and coordinate efforts to protect American River water rights and water supplies as part of the SWRCB's Bay-Delta WQCP amendment process.
- Establish cost-sharing arrangements for related consultant work and expenses.
- Provide for the management of the cooperative and coordinated effort contemplated by this Agreement.

The American River Water Agencies and RWA desire, based on their common interests, to cooperate, coordinate, and share information related to the SWRCB's WQCP update process, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, or any other privilege or protection existing under state or federal law. The Common Interest and Cost Share Agreement identifies the management of the coordinate effort, the cost sharing arrangement, the make-up of the Steering Committee, and communications and sharing of work products.

Staff recommends the City Council authorize the City Manager to execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments for a not to exceed fee of \$56,000.

FINANCIAL IMPACT

The City's cost share for the Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments is \$56,000, which is 11.2% of the total not to exceed amount of \$500,000 for all water agencies. Funding for this work is budgeted and available in the Water Operating Fund (Fund 520) in FY 2020-21.

ENVIRONMENTAL REVIEW

Execution of this agreement is not considered a project and therefore not subject to CEQA.

ATTACHMENTS

1. Resolution No. 10592 - A Resolution Authorizing the City Manager to Execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments
2. Common Interest and Cost Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 10592

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMON INTEREST AND COST SHARE AGREEMENT FOR COORDINATED PARTICIPATION ON BAY-DELTA WATER QUALITY CONTROL PLAN AMENDMENTS

WHEREAS, the City, as part of the American River Water Agencies, began preparations for several regulatory proceedings regarding the Bay Delta Water Quality Control Plan; and

WHEREAS, the American River Water Agencies collaborated and funded the necessary technical work to complete a new operating plan, the Modified Flow Management Standard, for the American River, to protect their water rights and water supplies; and

WHEREAS, the American River Water Agencies wish to fund the preparation and necessary testimony for the regulatory proceedings regarding the Bay Delta Water Quality Control Plan; and

WHEREAS, the American River Water Agencies desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the agencies to identify and pursue appropriate approaches to protect American River water supplies and water rights; and

WHEREAS, the funds have been budgeted and are available in the Water Operating Fund (Fund 520) in FY 2020-21; and

WHEREAS, the American River Water Agencies are seeking to coordinate regional efforts through a Common Interest and Cost-Share Agreement and the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom Authorizes the City Manager to Execute a Common Interest and Cost Share Agreement for Coordinated Participation on Bay-Delta Water Quality Control Plan Amendments for a not to exceed fee of \$56,000.

PASSED AND ADOPTED this 9th day of March 2021, 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

**COMMON INTEREST and COST-SHARE AGREEMENT
for COORDINATED PARTICIPATION:**

BAY-DELTA WATER QUALITY CONTROL PLAN AMENDMENTS

This Common Interest and Cost-Share Agreement (Agreement) is entered into by and among the Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Regional Water Authority, Sacramento County Water Agency, Sacramento Suburban Water District, and San Juan Water District, and made effective on the date the last of the aforementioned parties signs this Agreement.

RECITALS

A. The Carmichael Water District, City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, and San Juan Water District, individually a “Water Purveyor Party” and collectively the “Water Purveyor Parties”, are water purveyors who desire to cooperate, coordinate efforts and share costs in order to protect American River region water rights and water supplies in the State Water Resources Control Board’s (“SWRCB”) development of amendments to the Bay-Delta Water Quality Control Plan (“WQCP”) for the Sacramento River watershed and implementation of any such amendments. The SWRCB’s development of amendments to the Bay-Delta WQCP may result in adversarial quasi-legislative or quasi-judicial administrative proceedings, litigation in state or federal courts or both. The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on the Bay-Delta WQCP amendments. The Parties share a common interest in achieving all of the above.

B. The Regional Water Authority (“RWA”) is a joint powers authority formed for the purposes, among others, of serving and representing American River regional water supply interests in protecting and enhancing the reliability, availability, affordability, and quality of water resources in the American River region.

C. Through this Agreement, the Water Purveyor Parties and RWA desire to: (i) acknowledge and affirm their common interest to cooperate and coordinate efforts to protect American River water rights and water supplies as part of the SWRCB’s Bay-Delta WQCP amendment process; (ii) establish cost-sharing arrangements for related consultant work and expenses; and (iii) provide for the management of the cooperative and coordinated effort contemplated by this Agreement.

D. The Water Purveyor Parties and RWA desire, based on their common interests, to cooperate, coordinate, and share information related to the SWRCB’s WQCP update process, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, or any other privilege or protection existing under state or federal law.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Water Purveyor Parties and RWA agree as follows:

1. Management of Coordinated Effort. The Water Purveyor Parties desire to have RWA serve as the project manager for this coordinated effort. RWA agrees to act as the project manager for this coordinated effort, provided that RWA is reimbursed for its cost in acting as project manager. All costs for RWA’s role as project manager will be funded through RWA’s Major Projects Management Services Program. As provided in Paragraph 2(a), all Water Purveyor Parties participating in this coordinated effort must also be a party to Major Projects Management Services Program Agreement.

2. Cost-Sharing.

(a) Cost Sharing for RWA’s Project Management Services. RWA has established the Major Projects Management Services Program pursuant to which individual RWA members can agree to pay certain sums in return for RWA providing certain project management services. At all times that a Water Purveyor Party is participating in the coordinated efforts contemplated by this Agreement, that Water Purveyor Party shall also be a party to the Major Projects Management Services Program Agreement. In the event a Water Purveyor Party fails or ceases to be a party to the Major Projects Management Services

Program Agreement, that Water Purveyor Party will be deemed to have withdrawn from this Agreement pursuant to Paragraph 5.

(b) Cost Sharing for Consultant Work. The Water Purveyor Parties desire to share in the costs of consultant work that will be required as part of the Parties' activities related to the Bay-Delta WQCP update process. The total obligation of the Water Purveyor Parties to fund the consultants' work on matters contemplated by this Agreement shall not exceed \$500,000 without written amendment to this Agreement. The Water Purveyor Parties' respective percentage shares of the costs and fees for consultant work under this Agreement are set forth in Exhibit A to this Agreement. RWA shall not be responsible for any consultant costs under this Agreement.

3. Steering Committee: Retention and Direction of Consultants.

(a) Steering Committee. The Water Purveyor Parties will each appoint a representative to a Steering Committee, which will make decisions for the Water Purveyor Parties concerning work by consultants under this Agreement and provide direction to RWA in managing the coordinated effort. The Steering Committee will also make decisions on matters related to executing strategy and policy matters. The Steering Committee generally will meet at least once a month during this Agreement's term. Unless specifically provided otherwise herein, an affirmative vote by 2/3 of all members of the Steering Committee shall be required for all decisions contemplated by this Agreement. The Steering Committee may vote by e-mail provided that all Steering Committee members are included in the circulation list for those e-mails.

(b) Retention, Direction and Compensation of Consultants. The Water Purveyor Parties will jointly authorize one or more of the Water Purveyor Parties' legal counsel to retain consultants to perform scopes of work as approved by the Steering Committee, subject to applicable law for the confidentiality and protection of the work performed and work products produced by consultants. Retention of a consultant under this Agreement by a Water Purveyor Party or its counsel will not prevent that consultant from performing work for another Water Purveyor Party or RWA on matters not included in scopes of work authorized under this Agreement. The Water Purveyor Parties, and not their legal counsel, collectively will be responsible for compensating consultants retained under this Agreement according to their respective shares as set forth in Exhibit A.

(c) Management of Consultants' Work. RWA will manage all work by consultants under the direction of the Steering Committee. RWA will ensure that its communications with consultants comply with this Agreement's confidentiality arrangements. Provided that RWA's manager of the Major Projects Management Services Program and all Water Purveyor Parties' legal counsel are included on the relevant communications, Steering Committee members may have direct contact with consultants and consultants may circulate information and drafts directly to Steering Committee members.

4. Cost-Sharing Upon Addition of Parties. A new Water Purveyor Party may be added to this Agreement with: (i) approval by all members of the Steering Committee, and (ii) a written commitment by the new Water Purveyor Party to pay its proportionate share of all of the consultants' costs and fees incurred for the applicable scope or scopes of work by consultants, including work already performed under the applicable scope or scopes of work. Upon the addition of a new Water Purveyor Party to the Agreement, that new Water Purveyor Party's share, and the shares of the pre-existing Water Purveyor Parties, of any costs and fees incurred in relation to the applicable scope or scopes of work will be as determined by the Steering Committee prior to the new Water Purveyor Party's admission into this Agreement.

5. Withdrawal, Removal, and Cost-Sharing.

(a) Withdrawal. Any Water Purveyor Party may withdraw from this Agreement at any time; provided, however, in the event that a Water Purveyor Party withdraws after the Steering Committee has authorized consultants to proceed with certain scopes of work and related task orders, the withdrawing Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's withdrawal. Written notice of withdrawal shall be sent to all members of the Steering Committee. A withdrawing Water Purveyor Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its written notice of withdrawal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that written notice of withdrawal.

(b) Removal. A Water Purveyor Party may be removed from this Agreement at any time by a three-fourths (3/4) vote of the remaining Water Purveyor Parties; provided, however, in the event that a Water Purveyor Party is removed from this Agreement after the

Steering Committee has authorized consultants to proceed with certain scopes of work and related task orders, the removed Water Purveyor Party shall remain obligated for payment of its proportionate share of the costs for such authorized work completed as of the date of the Water Purveyor Party's removal. A removed Water Purveyor Party shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its removal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that removal.

6. Term. This Agreement shall remain in effect until either of the following events occurs: (a) a majority of the Parties withdraw from the Agreement; or (b) the Steering Committee votes, by a two-thirds majority, to terminate this Agreement.

7. Billing Procedures. For all approved scopes of work by consultants under this Agreement, RWA will have the responsibility for collecting and managing each Water Purveyor Party's contribution of funds to pay for that work; processing invoices submitted by the consultants pursuant to the approved scopes of work and budgets; preparing invoices to the Water Purveyor Parties based on the shares specified in Exhibit A or any future cost-sharing allocation approved by the Water Purveyor Parties; and for maintaining an accurate accounting of this administration of funds. The Water Purveyor Parties will make payments on invoices presented by RWA within 30 days of the date of the specific invoice.

8. Privileged and Confidential Communications.

(a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among the Water Purveyor Parties, RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

(b) The Water Purveyor Parties and RWA will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the Water Purveyor Parties and their employees and contractors as well as any counsel and consultants retained by the Water Purveyor Parties, or on behalf of the Water Purveyor Parties, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals. RWA, as a public entity separate from its members, shall maintain as confidential all Joint Defense Materials within RWA as a separate public entity. Joint Defense Materials shall not be made available to RWA members that are not party to this Agreement.

(c) Any Joint Defense Materials shared or transmitted by or between Water Purveyor Parties and/or RWA should be clearly designated with the label "CONFIDENTIAL: JOINT DEFENSE MATERIALS" or a substantially similar label referencing "joint defense." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.

(d) Each Water Purveyor Party and RWA shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.

(e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining Water Purveyor Parties, neither a Water Purveyor Party nor RWA will disclose to non-Parties any Joint Defense Materials that it has received from another Water Purveyor Party or RWA.

(f) Each Water Purveyor Party and/or RWA shall notify the party that generated any Joint Defense Materials and all remaining Water Purveyor Parties of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If a Water Purveyor Party or RWA becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that Water Purveyor Party or RWA shall promptly notify the party that generated the materials and all remaining Water Purveyor Parties. The purpose

of these notifications is to provide the party that generated the Joint Defense Materials or any remaining Water Purveyor Party an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.

(g) The sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

(h) Execution of this Agreement constitutes the mutual agreement of the Water Purveyor Parties and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the Water Purveyor Parties' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the Water Purveyor Parties and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.

(i) If a Water Purveyor Party or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).

(j) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

9. Attorney-Client Relationships. The Water Purveyor Parties and RWA are represented by their respective legal counsel in connection with the above-referenced proceedings. A party's legal counsel will not have an attorney-client relationship with any other party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the parties' cooperative efforts on the above-described proceedings.

Similarly, no legal counsel will have a duty of loyalty or confidentiality to any other Water Purveyor Party or RWA other than that legal counsel's specific client(s), and consequently, no Water Purveyor Party may seek to disqualify the legal counsel for another Water Purveyor Party as a result of the legal counsel's participation in discussions and actions related to the parties' cooperative efforts under this Agreement.

10. Representations. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

11. Entire Agreement. This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

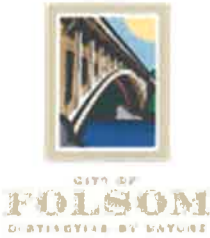
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original irrespective of the date of the execution, and said executed counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement. To ensure that each party has a full copy of this Agreement, upon a party's initial execution of this Agreement, that party shall transmit a copy of its signature to its legal counsel, who shall transmit copies of that copy to all other legal counsel under this Agreement.

13. Notices. All notices and other communications required to be given to a party under the terms of this Agreement (a) shall be in writing; (b) shall be personally delivered, sent via first class mail, or transmitted by facsimile or email with confirmation of receipt; and (c) shall be directed to such party at the address, facsimile number or email address specified below, or at such other address, facsimile number or email address as such party may hereafter designate by notice in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have executed this Common Interest and Cost-Share Agreement for Coordinated Participation: Bay-Delta Water Quality Control Plan Amendments.

EXHIBT A
Cost Allocation

Water Purveyor	Percent
Carmichael Water District	3.9%
City of Folsom	11.2%
City of Roseville	11.2%
City of Sacramento	11.2%
El Dorado Irrigation District	11.2%
Golden State Water Company	6.5%
Placer County Water Agency	11.2%
Sacramento County Water Agency	11.2%
Sacramento Suburban Water District	11.2%
San Juan Water District	11.2%



Folsom City Council Staff Report



MEETING DATE:	3/9/2021
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10593 – A Resolution Authorizing the City Manager to Execute a Regional Water Authority Major Projects Management Services Program Agreement
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. 10593 - A Resolution Authorizing the City Manager to Execute a Regional Water Authority Major Projects Management Services Program Agreement.

BACKGROUND / ISSUE

The City has been working with the Cities of Roseville and Sacramento along with San Juan Water District, Sacramento Suburban Water District, Placer County Water Agency, Sacramento County Water Agency, and El Dorado Irrigation District, collectively known as the “American River Water Agencies” to complete a new operating plan for the American River to be used in various regulatory proceedings at the State Water Resources Control Board.

For any potential regulatory proceedings, the American River Water Agencies group has determined that the Modified Flow Management Standard (MFMS), a package of modified minimum instream flow requirements, temperature control, and carryover storage targets for Folsom Reservoir, is required to protect the co-equal goals of American River stakeholders: protection of the lower American River ecosystem and the long-term water supply reliability of the Sacramento region. In particular, implementation of the MFMS would protect the City's water supplies against the operational risks that occurred during the drought years of 2012-2016. The MFMS operating plan has been refined to be protective of the region's goals while also protecting the Sacramento River and the Bay Delta.

As discussed in Resolution No. 10592, the American River Water Agencies are seeking to coordinate regional efforts through a Common Interest and Cost-Share Agreement. The Parties desire to provide the technical basis to enable their respective counsel to provide informed legal advice and to identify and pursue appropriate approaches to protect American River water supplies and water rights, by jointly pursuing technical work to, among other things, provide comment on the Bay-Delta Water Quality Control Plan (WQCP) amendments. The Parties share a common interest in achieving all the above.

POLICY / RULE

In accordance with Chapter 2.02 of the Folsom Municipal Code, all powers of the City shall be vested in the City Council and the City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law.

ANALYSIS

Since August 2015, the American River Water Agencies have collaborated closely to complete a new operating plan for the American River in preparation for several upcoming regulatory proceedings at the California State Water Resources Control Board. The goal of this effort is to develop a proposal for new operational rules for Folsom Reservoir and the American River. The proposed operational rules protect against the reservoir being drawn down as it was during 2014 and 2015 and to ensure that the construction and use of the proposed Delta tunnels, and the implementation of new regulatory rules, do not cause such drawdowns.

The American River Water Agencies, along with the Water Forum, have determined that the key element of this effort is a Modified Flow Management Standard (MFMS), a package of modified minimum instream flow requirements and carryover storage targets for Folsom Reservoir. The MFMS has been determined to be sufficient to protect the co-equal goals of American River stakeholders: protection of the lower American River ecosystem and the long-term water supply reliability of the Sacramento region.

One of the upcoming proceeding is the update of the Bay Delta WQCP. In this proceeding, the State Water Resources Control Board will consider adopting new streamflow requirements for the Delta that apply to all water-right holders in the Central Valley, including the City. The American River Water Agencies plan to include the MFMS in that proceeding as sufficiently protective of environmental resources and water supplies in the Sacramento region. Further technical work will be necessary to include the MFMS in this proceeding.

Work on the MFMS has been directed by the senior management of the American River Water Agencies, in cooperation with the Water Forum staff, and has been carried out by a local consulting team that is extensively, and to some extent uniquely, familiar with the issues facing the lower American River. The MFMS operating plan has been refined to be protective of the region's goals while also protecting the Sacramento River and the Bay Delta.

The Regional Water Authority (RWA) developed a Major Projects Management Services Program that allows member agencies to enter into an Agreement that allows RWA to undertake a project or program. This RWA Program will help support member agency efforts to participate in various regulatory and administrative processes jointly and cooperatively, including the Bay-Delta WQCP and other environmental and regulatory matters that affect the surface water supplies in the region. Through the Program, participants can access RWA’s availability to manage, on behalf of the Participants, large-scale regional efforts to participate in regulatory or administrative processes.

Staff recommends the City Council authorize the City Manager to execute a Regional Water Authority Major Projects Management Services Program Agreement for a not to exceed fee of \$18,812.50.

FINANCIAL IMPACT

The City’s cost share for the Major Projects Management Services Program is \$18,812.50. Funding for this work is budgeted and available in the FY 2020-21 Water Operating Fund (Fund 520).

ENVIRONMENTAL REVIEW

Execution of this agreement is not considered a project and therefore not subject to CEQA.

ATTACHMENT

- 1. Resolution No. 10593 - A Resolution Authorizing the City Manager to Execute a Regional Water Authority Major Projects Management Services Program Agreement
- 2. Regional Water Authority Major Projects Management Services Program Agreement

Submitted,

Marcus Yasutake, Director
 ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 10593

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REGIONAL WATER AUTHORITY MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM AGREEMENT

WHEREAS, the City, as part of the American River Water Agencies, began preparations for several regulatory proceedings regarding the Bay Delta Water Quality Control Plan; and

WHEREAS, the American River Water Agencies are seeking to coordinate regional efforts through a Regional Water Authority Program Agreement; and

WHEREAS, the American River Water Agencies wish to fund the regional project management for the regulatory proceedings regarding the Bay Delta Water Quality Control Plan; and

WHEREAS, this RWA Program will help support member agency efforts to participate in various regulatory and administrative processes jointly and cooperatively, including the Bay-Delta Water Quality Control Plan and other environmental and regulatory matters that affect the surface water supplies in the region; and

WHEREAS, the funds have been budgeted and are available in the FY 2020-21 Water Operating Fund (Fund 520); and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom Authorizes the City Manager to Execute a Regional Water Authority Major Projects Management Services Program Agreement for a not to exceed fee of \$18,812.50.

PASSED AND ADOPTED this 9th day of March 2021, 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

**REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT**

MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

This Agreement is made and entered into as of the ____ day of _____, 20__, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the

participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.
2. **Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.
3. **Description of the Program.** The RWA and the Participants desire to create and carry out a Major Projects Management Services Program (“Program”). The Program will pay for one half of a full-time equivalent employee and expenses. The Program will help support member agency efforts to jointly and cooperatively participate in various regulatory and administrative processes, including processes like the Bay Delta Water Quality Control Plan and other environmental and regulatory matters that affect the surface water supplies in the region. Through the Program, Participants can access RWA’s availability to manage, on behalf of the Participants, large-scale regional efforts to participate in regulatory or administrative processes. Specific work activities will be identified in an annual Work Plan to be approved by the Program Committee as described in Article 4 below.
4. **Program Committee.** The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a two thirds majority of the number present required for an affirmative vote.
5. **Program Staffing and Resources.** The program will involve the hiring of an employee by RWA and cover the costs of expenses.
6. **Work Products.** Participants shall have full access to the work products of the Program. To the extent the Program is being utilized to support any work that is otherwise confidential, that information will remain confidential to the Participants and to RWA. In order to

protect confidentiality, for any management services provided to the Participants for confidential work as part of the program, RWA will be party to any confidentiality agreement among the parties for that work. In such circumstances, the confidential information shall be held in confidence by RWA and shall not be available to any RWA member that is not party to the agreement establishing confidentiality.

7. Sharing in Program Costs and Benefits. The assessments for each Participant are further described and attached hereto as Exhibit 2 (“Financing Plan”). Each of the Participants will make one or more payments to RWA as long as they are a member of the Program. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The initial total annual cost for the program is estimated to be \$168,000. Notwithstanding article 4, future annual costs and allocations will be determined through an annual Work Plan approved by a two thirds majority vote of the entire Program Committee.

8. Role of RWA. The RWA will a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, b) provide information to the Participants on the status of implementation of the Program, c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services as approved by the Program Committee; and e) manage consultant support services in completion of the Program. Notwithstanding article 4, initial consultant services will be approved by a two thirds majority vote of the entire Program Committee.

9. Authorization to Proceed with the Program. The Program is authorized to proceed upon the commitment of \$200,000 from Program Participants to fund initial costs. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 2 (“Financing Plan”) to this Agreement.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days’ notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

12. Amendments. Notwithstanding article 4, this Agreement may be amended from time to time with the approval by the RWA and approval of a two thirds majority vote of the entire

Program Committee.

13. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

14. No Third Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

16. Audits and Accounting. All funds provided and expenses incurred under this Agreement shall be separately accounted for and maintained, with books and records of such funding and expenses open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

17. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 ("Notice Information"). This Agreement may be executed by the parties in counterpart and by facsimile or PDF signatures, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

18. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

EXHIBIT 1
PROGRAM PARTICIPANTS
REGIONAL WATER AUTHORITY
MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

Agency (Proposed)

Carmichael Water District
City of Folsom
City of Roseville
City of Sacramento
Golden State Water Company
El Dorado Irrigation District
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District
San Juan Water District

EXHIBIT 2
FINANCING PLAN
REGIONAL WATER AUTHORITY
MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

Proposed Fee Table

Agency	Not-to-Exceed Fee
Carmichael Water District	\$ 6,500.00
City of Folsom	\$ 18,812.50
City of Roseville	\$ 18,812.50
City of Sacramento	\$ 18,812.50
El Dorado Irrigation District	\$ 18,812.50
Golden State Water Company	\$ 11,000.00
Placer County Water Agency	\$ 18,812.50
Sacramento County Water Agency	\$ 18,812.50
Sacramento Suburban Water District	\$ 18,812.50
San Juan Water District	\$ 18,812.50
Total	\$ 168,000.00

EXHIBIT 3

NOTICE INFORMATION

REGIONAL WATER AUTHORITY

MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM

Carmichael Water District
 Attn: Cathy Lee
 7837 Fair Oaks Blvd
 Carmichael, CA 95608
 Phone: (916) 483-2452
 Email: cathy@carmichaelwd.org

El Dorado Irrigation District
 Attn: Jim Abercrombie
 2890 Mosquito Road
 Placerville, CA, 95667
 Phone: (530) 642-4041
 Email: jmabercrombie@eid.org

City of Folsom
 Attn: Marcus Yasutake
 50 Natoma Street
 Folsom, CA 95630
 Phone: (916) 461-6161
 Email: myasutake@folsom.ca.us

Placer County Water Agency
 Attn: Andy Fecko
 144 Ferguson Road
 Auburn, CA 95603
 Phone: (530) 823-4965
 Email: afecko@pcwa.net

Golden State Water Company
 Attn: Paul Schubert
 3005 Gold Canal Drive
 Rancho Cordova, CA, 95670
 Phone: (916) 420-6879
 Email: PSCHUBERT@gswater.com

Sacramento County Water Agency
 Attn: Kerry Schmitz
 827 7th Street, Room 301
 Sacramento, CA 95814
 Phone: (916) 874-4681
 Fax: (916) 874-8693
 Email: schmitzk@SacCounty.NET

City of Roseville
 Attn: Sean Bigley
 2005 Hilltop Circle
 Roseville, CA 95747
 Phone: (916) 774-5513
 Email: sbigley@roseville.ca.us

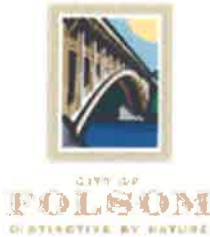
Sacramento Suburban Water District
 Attn: Dan York
 3701 Marconi #100
 Sacramento, CA 95821
 Phone: (916) 679-3973
 Fax: 916-972-7639
 Email: dyork@sswd.org

City of Sacramento
 Attn: Anne Sanger
 1395 35th Avenue
 Sacramento, CA 95822
 Phone: (916) 808-1725
 Email: asanger@cityofsacramento.org

San Juan Water District
Attn: Paul Helliker
P.O. Box 2157
Granite Bay, CA 95746
Phone: (916) 791-6933
Fax: (916) 791-6983
Email: phelliker@sjwd.org

Regional Water Authority
Attn: James Peifer
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916-967-7692
Fax: (916) 967-7322
Email: jpeifer@rwah2o.org

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Folsom City Council Staff Report



MEETING DATE:	3/9/2021
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10598 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Avolve Software Inc. for ProjectDox Upgrade and Renewal of Annual Support Services
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully requests that the City Council pass and adopt Resolution No. 10598 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Avolve Software Inc. for ProjectDox Upgrade and Renewal of Annual Support Services.

BACKGROUND / ISSUE

In April 2020, the Community Development Department launched its electronic plan review system using ProjectDox. ProjectDox is a software program developed by Avolve Software Inc., which allows customers to submit building plans electronically and City staff to review those plans without requiring paper submittals. This functionality saves time and resources for both staff and customers and has become an essential tool during the COVID-19 pandemic. City staff recommends that the City Council amend the City’s existing agreement with Avolve Software Inc. to include the following additional services: 1) upgrade ProjectDox version 9.1.8 to version 9.2 along with a contingency in case additional integration and testing work is necessary (\$11,700); 2) create a test environment on the City’s servers for testing the ProjectDox upgrade as well as the later integration with TRAKiT before launch (\$18,105), and; 3) provide another year of ProjectDox maintenance and support services (\$14,394.77) for a total of \$44,199.77. This contract amendment will be funded through of combination of funds remaining from the City’s original contract with Avolve and grant funding received from

the State for permitting improvements that will help modernize the City's development review process.

On May 28, 2019, in Resolution No. 10289, the City approved a professional services agreement with Avolve Software, Inc. for \$109,494.77. This agreement covered the installation, software configuration, and testing as well as one year of support services. Overall, ProjectDox has worked well, especially for repeat users. The one flaw is the current inability of applicants to pay online, but that will be addressed this summer as part of the City's launch of the TRAKiT permit tracking software, which will integrate with ProjectDox and will also provide an online payment platform that will allow customers to pay with a credit card.

The upgrade to ProjectDox version 9.2 will provide additional benefits to our customers since it 1) will make it easier to share comments and markups among members of a design team; 2) makes it easier to upload and submit project files and revisions; and 3) provides better instructions for each task for our customers. Creating a test environment on the City's servers will allow staff to test ProjectDox version 9.2 to make sure everything works properly before staff launch the new version. Furthermore, the test environment will be crucial to ensuring that ProjectDox works properly with TRAKiT, our new permitting system, when City staff launch that in the summer. Finally, the renewal of our service contract with ProjectDox Support is important for this upcoming year, given all the new electronic systems staff will be rolling out. It is important that the City have the resources in place to ensure a smooth rollout for our customers. All of the costs for these improvements will be covered either by grant funding or from funds remaining from the original ProjectDox installation project. No new General Fund dollars will be used.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, professional services contracts of \$62,657 or greater shall be approved by the City Council.

ANALYSIS

Staff recommends that the Council authorize the City Manager or her designee to amend the existing agreement with Avolve Software Corporation to add the following additional services totaling \$44,199.77:

- Upgrade ProjectDox version 9.1.8 to version 9.2 to provide improvements to customers.
- Establish a test environment to ensure ProjectDox version 9.2 works well before it is rolled out to our customers and to ensure that TRAKiT and ProjectDox are integrated and work seamlessly before TRAKiT is launched this summer.
- Continue another year of ProjectDox support services, which will provide the necessary support to staff and will ensure the timely resolution of any issues that arise.

FINANCIAL IMPACT

The total cost of the tasks in this amendment is \$44,199.77. No new General Fund monies will be used for this amendment to the professional services agreement with Avolve Software. The tasks in the amendment will be funded through a combination of grant funds and the remaining balance from the original agreement. The amount of funding remaining from the original agreement is \$14,325. The remainder of the funds (\$29,874.77) will come from the SB 2 Planning Grant Program (PGP) funds that the City received from the State Housing and Community Development Department (HCD). The City received \$310,000 in PGP funds last year, and one of the eligible uses of the funds is for improvements to the City’s planning and permitting processes.

ENVIRONMENTAL REVIEW

The execution of a professional service agreement amendment 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.

ATTACHMENT

Resolution No. 10598 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Avolve Software for ProjectDox Upgrade and Renewal of Annual Support Services

Submitted,



Pam Johns, Community Development Director

RESOLUTION NO. 10598**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH AVOLVE SOFTWARE INC. FOR PROJECTDOX
UPGRADE AND RENEWAL OF ANNUAL SUPPORT SERVICES**

WHEREAS, the City of Folsom desires to update and improve its electronic plan review system using ProjectDox software; and

WHEREAS, the City Council approved Resolution No. 10289 on May 28, 2019, authorizing the City Manager to execute a professional services agreement with Avolve Software Inc. in the amount of \$109,494.77 for the installation, configuration, training, and support services associated with ProjectDox; and

WHEREAS, the City received \$310,000 in Senate Bill 2 Planning Grant Program funds from the State Housing and Community Development Department for several planning and permitting process improvements, including modernizing the City's permit processes; and

WHEREAS, of the \$109,494.77 set aside for the original installation and configuration of ProjectDox, \$14,325 remains; and

WHEREAS, the total cost of the original scope of work from Avolve Software Inc. was \$109,494.77. The additional services, which include upgrading the current version of the software, creating a test environment, and renewing ProjectDox support services for another year, is \$44,199.77 for a total not to exceed amount of \$153,694.53 for this project; and

WHEREAS, sufficient funds are available in the General Fund (Fund 010) in the Community Development Department's Fiscal Year 2020-21 budget for the amendment; and

WHEREAS, approval of the amendment and the allocation of funding is exempt from the California Environmental Quality Act (CEQA):

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute Amendment No. 1 to the Consultant and Professional Services Agreement with Avolve Software Inc. for the ProjectDox upgrades and support services in the amount of \$44,199.77 for a total not-to-exceed amount of \$153,694.54, in a form acceptable to the City Attorney; and

PASSED AND ADOPTED this 9th day of March 2021, by the following roll-call vote:

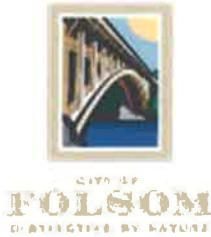
AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):
ABSTAIN: Council Member(s):

Michael R. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	3/9/2021
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10599 – A Resolution Authorizing Applications for Regional Early Action Planning Grants Program Funds for Housing Related Planning Activities and Authorizing the City Manager to Execute Agreements to Accept Awarded Grant Funds
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that City Council approve Resolution No. 10599 - A Resolution Authorizing Applications for Regional Early Action Planning Grants Program Funds for Housing Related Planning Activities and Authorizing the City Manager to Execute Agreements to Accept Awarded Grant Funds

BACKGROUND / ISSUE

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, the state Department of Housing and Community Development (HCD) established the Regional Early Action Planning Grant Program (REAP) with \$125 million to regions. REAP provides one-time grant funding to regional governments and regional entities for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA).

The Sacramento Area Council of Governments (SACOG) is eligible to receive \$6,612,880 in REAP funds to address the greater Sacramento region’s unique housing priorities and planning needs. In March of last year, the SACOG board recommended approval of a framework for spending an initial 25 percent of the REAP funds using an early access option provided by the

state. These early funds provided a formula allocation directly to local agencies for housing element updates or other planning projects related to housing. The City's allocation from this initial portion of REAP funds was \$41,000 and was explicitly for use on our Housing Element update. There are three additional REAP grant opportunities that staff is interested in pursuing. Two of these grants are non-competitive direct allocations. The third grant is a competitive grant. For each of these grants, eligible activities must demonstrate housing-related planning activities and facilitate accelerated housing production. Zoning code updates and specific plans that include an Environmental Impact Report (EIR), as well as an evaluation of infrastructure needs and cost analyses, are strongly encouraged because these planning activities are identified as priorities in SACOG's Green Means Go Program. Furthermore, for the competitive grant, the project is required to accelerate, increase, and/or intensify housing in the City's Green Zones. The planning activity must support the entire Green Zone or many parcels within the Green Zone.

Based on the City's current Housing Element update and the comprehensive zoning code update, staff has identified three distinct and qualifying grant projects to further the City's housing program goals as follows:

- **Multi-Family and Residential Mixed-Use Design, Density and Market Feasibility Analysis**
- **East Bidwell Drainage Study**
- **Housing Element Program H-2 Implementation: General Plan and Specific Plan Amendment and Environmental Analyses**

The total combined funding request for the three grant project applications is \$765,000. Given our current efforts with the Housing Element update and comprehensive zoning code update, these tasks will enhance the City's efforts to expand the City's lower-income housing capacity to meet our RHNA obligation. In addition, the funding will also enable the City to examine infrastructure, particularly drainage, to ensure sufficient capacity exists for additional housing development. Furthermore, as the City considers increasing density, City staff and the public must understand the feasibility of higher density development and how density and development standards affect the economics of those projects. Finally, the City must have design standards and expectations that promote attractive, high quality design for higher density multi-family and residential mixed-use development that fit well in the community. The grant funding will allow staff and selected consultants to pursue these additional efforts.

The grant applications have a due date of March 12, 2021, and all grant funds must be fully expended by August 30, 2023.

POLICY / RULE

The Regional Early Action Planning Grants Program requires the applicant's governing body certify by resolution the approval of the application before submission.

ANALYSIS

The City is currently in the process of updating the 2013 Housing Element. The upcoming sixth cycle Housing Element will cover the 2021 through 2029 planning period and will reassess the community's housing-related goals and objectives while addressing issues and establishing objectives concerning a wide range of possible housing related programs. The sixth cycle Housing Element presents several new challenges for the City of Folsom in meeting an increased Regional Housing Needs Assessment (RHNA) and navigating new state housing laws, including the new "no net loss" requirement. To create additional opportunities for high-density housing and ensure the City maintains an adequate capacity to meet its lower-income RHNA throughout the planning period, the 2021-2029 Housing Element includes Program H-2, which requires the City to increase maximum densities in the East Bidwell Mixed Use Overlay, SACOG Transit Priorities Areas (likely at the Glenn station and Iron Point station), and the Folsom Plan Area Specific Plan (FPASP) Town Center.

The three REAP grant project proposals advance the City's goal of exploring increased densities and updated development standards for the City's Transit Priority Areas, the East Bidwell Mixed Use Corridor, and the Town Center area of the FPASP. Key elements of this effort are understanding appropriate design for each area, establishing design standards, and understanding how design, density, and development standards affect development economics. As previously indicated, there are two separate non-competitive REAP grants and one competitive grant. Each of these grant proposals are summarized below.

Non-competitive Grants

Grant #1 - Multi-Family and Residential Mixed-Use Design, Density and Market Feasibility Analysis: The first non-competitive REAP grant is the most flexible and provides a formula allocation directly to local agencies for eligible activities that demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Under this non-competitive grant, the City's formula allocation is \$90,000. This grant will be used to fund an analysis of the economic feasibility of multi-family and residential mixed-use development at different densities on different size parcels, as well as an evaluation of the types of design and design standards that would be attractive and suitable in the areas where the City is considering increasing density and updating development standards to encourage more housing development. The goal is to provide the City Council and community with an understanding of the economics of residential development on smaller parcels (i.e., less than 4 acres) and how density and development standards affect design. Furthermore, the analysis will examine different approaches to design used successfully in other communities to address concerns over scale, height, massing, and other concerns associated with higher density development. Ultimately, the analysis will inform future planning activities related to the implementation of Housing Element Program H-2, referenced above.

Grant #2 - East Bidwell Drainage Study: The second non-competitive REAP grant is available to the City as a result of the City's participation in SACOG's 2018 Civic Lab Series, which examined the challenges facing older commercial corridors in the region, including Folsom's

East Bidwell Street corridor between Coloma Street and Blue Ravine Road. Civic Lab Series' goal was to identify strategies to promote revitalization, including housing, through the removal of barriers to infill development. Under this Civic Lab-related REAP grant, the City is eligible to receive up to \$100,000 for a drainage study to assess the extent and condition of the drainage system along the East Bidwell Street corridor section between Coloma Street and Blue Ravine. The area is identified in the City's 2035 General Plan by the East Bidwell Mixed Use Overlay land use designation, which allows residential mixed-use development. The City has identified several sites in this part of the corridor as potential sites in our Housing Element sites inventory analysis. Thus, given current and future plans for residential mixed-use development along this section of East Bidwell Street, understanding the existing drainage system condition and capacity is key to the future development of additional residential projects on the corridor.

Competitive Grant

Grant # 3 - Housing Element Program H-2 Implementation: General Plan and Specific Plan Amendment and Environmental Analyses: To implement the 2021-2029 Housing Element Program H-2, which requires the City to increase maximum densities in the East Bidwell Mixed Use Overlay, SACOG Transit Priorities Areas, and the Folsom Plan Area Specific Plan Town Center, a general plan amendment and associated environmental analysis is required. Concurrently, a FPASP specific plan amendment with environmental analysis will be required to increase densities in the Town Center and to revise Policy 4.7 to increase the total dwelling units allowed in the FPSAP. As previously indicated, for the competitive grant, the project is required to accelerate, increase, and/or intensify housing in the City's Green Zones. Zoning code updates and specific plans that include an Environmental Impact Report (EIR) and an evaluation of infrastructure needs and cost analyses are strongly encouraged because these planning activities are identified as priorities in SACOG's Green Means Go Program. Given that the East Bidwell Mixed Use Overlay and the SACOG Transit Priority Areas are in the City's Green Zones, SACOG has indicated that the proposed general plan amendment, FPASP specific plan amendment and associated environmental analyses necessary to implement Program H-2 are eligible for competitive REAP grant activities. SACOG's approved framework allocates \$1,727,000 to this competitive grant program, with a stipulation that no jurisdiction will receive more than one-third (or approximately \$575,000). As such, the City is eligible to receive a maximum of \$575,000 with this competitive REAP grant application.

Each of the three grant opportunities will work in tandem with other City efforts to further the City's goal of creating additional opportunities for high-density housing to ensure the City maintains an adequate capacity to meet the lower-income RHNA.

FINANCIAL IMPACT

The Regional Early Action Planning Grants Program funding request is for a combined total of up to \$765,000. None of the three grant applications require a financial match. Consultant

services would be funded initially through the General Fund and reimbursed by the Regional Early Action Planning Grants Program funds in accordance with the reimbursement schedule.

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.

ATTACHMENT

Resolution No. 10599 - A Resolution Authorizing Applications for Regional Early Action Planning Grants Program Funds for Housing Related Planning Activities and Authorizing the City Manager to Execute Agreements to Accept Awarded Grant Funds

Submitted,

A handwritten signature in blue ink, appearing to read "Pam Johns", with a long horizontal flourish extending to the right.

Pam Johns,
Community Development Director

RESOLUTION NO. 10599**A RESOLUTION AUTHORIZING APPLICATIONS FOR REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM FUNDS FOR HOUSING RELATED PLANNING ACTIVITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS TO ACCEPT AWARDED GRANT FUNDS**

WHEREAS, the State 2019-20 Budget Act allocated \$250 million for all California regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community; and

WHEREAS, the state Department of Housing and Community Development (HCD) established the Regional Early Action Planning Grant Program (REAP) to provide one-time grant funding to regional governments and regional entities for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA); and

WHEREAS, the Sacramento Area Council of Governments (SACOG) is eligible to receive \$6,612,880 in REAP funds to address the greater Sacramento region's unique housing priorities and planning needs; and

WHEREAS, SACOG received an advance allocation of REAP funds to provide direct allocations to local agencies for housing element updates or other planning projects related to housing; and

WHEREAS, the City is eligible to apply for two non-competitive REAP grants and one competitive REAP grant for eligible housing related activities, and

WHEREAS, each of the three grant opportunities will work in tandem with other City efforts to further the City's goal of creating additional opportunities for high-density housing to ensure the City maintains an adequate capacity to meet the lower-income RHNA; and

WHEREAS, the total combined funding request for the three grant project applications is for an amount up to \$765,000, with no city match required; and

WHEREAS, approval of the agreements for grant funding from SACOG is exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to apply for and to accept the Sacramento Area Council of Governments Regional Early Action Planning Grants for eligible housing planning related activities.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents, agreements, amendments, and payment requests to accept and fulfil the requirements of the Sacramento Area Council of Governments Regional Early Action Planning Grants.

PASSED AND ADOPTED this 9th day of March 2021, by the following roll-call vote:

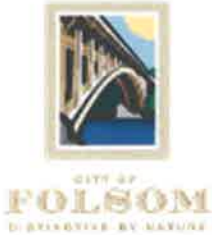
AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):
ABSTAIN: Council Member(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report



MEETING DATE:	3/9/2021
AGENDA SECTION:	New Business
SUBJECT:	ORDINANCE NO. 1311 - AN ORDINANCE OF THE CITY OF FOLSOM AMENDING CERTAIN SECTIONS IN TITLE 4 OF THE FOLSOM MUNICIPAL CODE REGARDING THE ARTS AND CULTURAL COMMISSION (Introduction and First Reading)
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully requests that the City Council introduce and hold the first reading of Ordinance No. 1311 - An Ordinance of the City of Folsom Amending Certain Sections in Title 4 of the Folsom Municipal Code Regarding the Arts and Cultural Commission (Introduction and First Reading)

BACKGROUND / ISSUE

The sole purpose of this Ordinance is to amend specific language in Title 4, Chapter 4.07 of the Folsom Municipal Code to change the name of the Arts and Cultural Commission to the Arts and Culture Commission.

This advisory body began as the Arts and Cultural Committee in 2000 with the passing of Ordinance No. 931 (Attachment 4) and then was later changed to the Arts and Cultural Commission in 2003 with Ordinance No. 1007 (Attachment 3).

During the January 12, 2021, City Council meeting the Vice Mayor commented on the name of this commission. She suggested that using the word “*Culture*” would be a more accurate reflection of the work that this commission performs and would create grammatical consistency within the name of the commission.

POLICY / RULE

Section 2.12 of the City Charter, amendments to the FMC require review and approval by the City Council.

ANALYSIS

As indicated in the background section of this report, the sole purpose of this Ordinance is to amend specific language in Title 4, Chapter 4.07 of the Folsom Municipal Code to change the name of the commission from the Arts and Cultural Commission to the Arts and Culture Commission. Furthermore, it will amend any language in the chapter to reflect the new name.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance No. 1311 - An Ordinance of the City of Folsom Amending Certain Sections in Title 4 of the Folsom Municipal Code Regarding the Arts and Culture Commission
2. Redlined Version of Ordinance No. 1311 - An Ordinance of the City of Folsom Amending Certain Sections in Title 4 of the Folsom Municipal Code Regarding the Arts and Culture Commission
3. Ordinance No. 1007- An Ordinance Amending Chapter 4.07 to Title 4 of the Folsom Municipal Code to Change the Name of the Folsom Arts and Cultural Committee to the Folsom Arts and Cultural Commission, To Change the Grant Review Committee Membership and to Add Eligibility Requirements for Commission Appointees
4. Ordinance No. 931- An Ordinance of the City Council of the City of Folsom Adding Chapter 4.07 to Title 4 of the Folsom Municipal Code Creating the Folsom Arts and Cultural Committee

Submitted,

Lorraine Poggione,
Parks and Recreation Director

ATTACHMENT 1

ORDINANCE NO. 1311

AN ORDINANCE OF THE CITY OF FOLSOM AMENDING CERTAIN SECTIONS IN TITLE 4 OF THE FOLSOM MUNICIPAL CODE REGARDING THE ARTS AND CULTURE COMMISSION

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

SECTION 1 PURPOSE

The purpose of this ordinance is to amend certain Sections in Title 4, Chapter 4.07 of the Folsom Municipal Code, to change the name of the Arts and Cultural Commission to the Arts and Culture Commission.

SECTION 2

Section 4.07.10 of the Folsom Municipal Code is hereby amended to read as follows:

4.07.010 Purpose

The purpose of the arts and culture commission is to advise the mayor and city council on promoting, encouraging, and increasing arts and cultural programs, projects and services for the community. (Ord. 1007 § 2 (part), 2003; Ord. 931 § 2 (part), 2000)

4.07.020 Creation of the arts and culture commission – Functions of the commission

The City of Folsom arts and culture commission hereafter referred to as (“the commission”) is hereby created and shall have the following functions:

- A. The commission shall serve in an advisory capacity and make recommendations to the mayor, city council and city manager to promote, encourage and increase support for the arts and culture within the city.
- B. Upon request of the city council or city manager, the commission shall assist with the development of special projects related to arts and cultural activities.
- C. The commission shall promote, encourage, and develop arts and cultural services for the community in accordance with a master plan for the arts as adopted by the city council.
- D. The commission shall advise the mayor, city council and city manager on projects and programs designed to promote public art throughout the city.
- E. The commission shall make recommendations to the city council or city manager on the expenditure of any funds that may become available for arts and cultural programs, grants, services, events, or activities. Should any grant funds be made available by the city, recommendations from the commission on funding requests shall be reviewed by an internal city

grant review committee composed of the mayor, vice mayor, city manager, parks and recreation director, and finance director.

F. The commission shall appoint subcommittees, as necessary, to carry out the functions of the commission. Any appointee to a subcommittee that is not a member of the commission shall be made with approval of the city council. (Ord. 1007 § 2 (part), 2003; Ord. 931 § 2 (part), 2000)

4.07.030 Membership

There shall be a Folsom arts and culture commission of 7 members. Each councilmember shall appoint 1 commission member whose term shall run concurrently with that of the appointed councilmember. Two additional members shall be appointed at large by the city council for 2-year terms by a majority vote of the city council. (Ord. 1007 § 2 (part), 2003; Ord. 931 § 2 (part), 2000)

4.07.035 Eligibility

A person is not eligible to hold office as a Folsom arts and culture commissioner unless he or she is, at the time of the appointment, a resident and registered voter of the city. If during his or her term of office, a member of the Folsom arts and culture commission moves his or her residence outside the city limits, or ceases to be a registered voter of the city, such member's office shall become immediately vacant. (Ord. 1007 § 2 (part), 2003)

4.07.040 Terms of membership – Vacancies and replacement

A. The city council may remove any member of the commission at any time by a majority vote of all councilmembers. No public hearing shall be required prior to removal of any member of the commission and no cause for removal need be shown.

B. If a vacancy occurs on the Folsom arts and culture commission for a commission position appointed by a city council member, such appointing city council member shall fill the vacancy for the remainder of the term. If a vacancy occurs on the Folsom arts and culture commission for an at-large commission position appointed by the city council, then such position shall be filled by the city council for the remainder of the at-large term. This section shall apply to vacancies resulting from death, resignation, removal, disqualification, or any other cause.

C. A commission member is subject to disqualification and removal from the commission if he or she has 3 unexcused absences from any regularly scheduled meetings. (Ord. 1007 § 2 (part), 2003; Ord. 957 § 2, 2002; Ord. 931 § 2 (part), 2000)

4.07.070 Agenda – Order of business - Voting

A. Agendas for meetings of the commission shall be prepared by the secretary of the commission. Items may be placed on an agenda by contacting the chairperson, parks and recreation director or his/her representative, or the secretary. Agendas shall be approved by the chairperson prior to the start of the meeting. Citizens or interested parties may address the commission by having their specific item(s) placed on an agenda or by addressing the

commission during the business from the floor portion of the meeting. Agendas shall be published as required by state law.

B. At the regular meetings of the commission, the following shall be the order of business:

1. Roll call
2. Review of minutes (or summary)
3. Agenda items of the Folsom arts and culture commission
4. Business from the floor
5. Adjournment

SECTION 3 SCOPE

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

SECTION 4 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 5 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 March 9, 2021 and the second reading occurred at the regular meeting of the City Council on March 23, 2021.

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 23 day of March 2021, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

ORDINANCE NO. 1311

AN ORDINANCE OF THE CITY OF FOLSOM AMENDING CERTAIN SECTIONS IN TITLE 4 OF THE FOLSOM MUNICIPAL CODE REGARDING THE ARTS AND CULTURE COMMISSION

Formatted: Underline

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

SECTION 1 PURPOSE

The purpose of this ordinance is to amend certain Sections of Title 4, Chapter 4.07 of the Folsom Municipal Code, to change the name of the Arts and Cultural Commission to the Arts and Cultureal Commission.

SECTION 2

Section 4.07.10 of the Folsom Municipal Code is hereby amended to read as follows:

4.07.010 Purpose

The purpose of the arts and cultureal commission is to advise the mayor and city council on promoting, encouraging, and increasing arts and cultural programs, projects and services for the community. (Ord. 1007 § 2 (part), 2003; Ord. 931 § 2 (part), 2000)

4.07.020 Creation of the arts and cultureal commission – Functions of the commission

The City of Folsom arts and cultureal commission hereafter referred to as (“the commission”) is hereby created and shall have the following functions:

- A. The commission shall serve in an advisory capacity and make recommendations to the mayor, city council and city manager to promote, encourage and increase support for the arts and culture within the city.
- B. Upon request of the city council or city manager, the commission shall assist with the development of special projects related to arts and cultural activities.
- C. The commission shall promote, encourage, and develop arts and cultural services for the community in accordance with a master plan for the arts as adopted by the city council.
- D. The commission shall advise the mayor, city council and city manager on projects and programs designed to promote public art throughout the city.
- E. The commission shall make recommendations to the city council or city manager on the expenditure of any funds that may become available for arts and cultural programs, grants, services, events, or activities. Should any grant funds be made available by the city, recommendations from the commission on funding requests shall be reviewed by an internal city

grant review committee composed of the mayor, vice mayor, city manager, parks and recreation director, and finance director.

F. The commission shall appoint subcommittees, as necessary, to carry out the functions of the commission. Any appointee to a subcommittee that is not a member of the commission shall be made with approval of the city council. (Ord. 1007 § 2 (part), 2003; Ord. 931 § 2 (part), 2000)

4.07.030 Membership

There shall be a Folsom arts and culture~~real~~ commission of 7 members. Each councilmember shall appoint 1 commission member whose term shall run concurrently with that of the appointed councilmember. Two additional members shall be appointed at large by the city council for 2-year terms by a majority vote of the city council. (Ord. 1007 § 2 (part), 2003; Ord. 931 § 2 (part), 2000)

4.07.035 Eligibility

A person is not eligible to hold office as a Folsom arts and culture~~real~~ commissioner unless he or she is, at the time of the appointment, a resident and registered voter of the city. If during his or her term of office, a member of the Folsom arts and culture~~real~~ commission moves his or her residence outside the city limits, or ceases to be a registered voter of the city, such member's office shall become immediately vacant. (Ord. 1007 § 2 (part), 2003)

4.07.040 Terms of membership – Vacancies and replacement

A. The city council may remove any member of the commission at any time by a majority vote of all councilmembers. No public hearing shall be required prior to removal of any member of the commission and no cause for removal need be shown.

B. If a vacancy occurs on the Folsom arts and culture~~real~~ commission for a commission position appointed by a city council member, such appointing city council member shall fill the vacancy for the remainder of the term. If a vacancy occurs on the Folsom arts and culture~~real~~ commission for an at-large commission position appointed by the city council, then such position shall be filled by the city council for the remainder of the at-large term. This section shall apply to vacancies resulting from death, resignation, removal, disqualification, or any other cause.

C. A commission member is subject to disqualification and removal from the commission if he or she has 3 unexcused absences from any regularly scheduled meetings. (Ord. 1007 § 2 (part), 2003; Ord. 957 § 2, 2002; Ord. 931 § 2 (part), 2000)

4.07.070 Agenda – Order of business - Voting

A. Agendas for meetings of the commission shall be prepared by the secretary of the commission. Items may be placed on an agenda by contacting the chairperson, parks and recreation director or his/her representative, or the secretary. Agendas shall be approved by the chairperson prior to the start of the meeting. Citizens or interested parties may address the commission by having their specific item(s) placed on an agenda or by addressing the

commission during the business from the floor portion of the meeting. Agendas shall be published as required by state law.

B. At the regular meetings of the commission, the following shall be the order of business:

- 1. Roll call
- 2. Review of minutes (or summary)
- 3. Agenda items of the Folsom arts and cultural commission
- 4. Business from the floor
- 5. Adjournment

SECTION 3 SCOPE

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

SECTION 4 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 5 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 March 9, 2021 and the second reading occurred at the regular meeting of the City Council on March 23, 2021.

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 23 day of March 2021, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 3

ORDINANCE NO. 1007

AN ORDINANCE AMENDING CHAPTER 4.07 OF THE FOLSOM MUNICIPAL CODE TO CHANGE THE NAME OF THE FOLSOM ARTS AND CULTURAL COMMITTEE TO THE FOLSOM ARTS AND CULTURAL COMMISSION, TO CHANGE THE GRANT REVIEW COMMITTEE MEMBERSHIP AND TO ADD ELIGIBILITY REQUIREMENTS FOR COMMISSION APPOINTEES (SECOND READING)

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

SECTION 1 PURPOSE

The purpose of this ordinance is to amend Chapter 4.07 of Title 4 of the Folsom Municipal Code to change the name of the Folsom Arts and Cultural Committee to the Folsom Arts and Cultural Commission, to change the membership of the Cultural Arts Grant Review Committee and to add eligibility requirements consistent with the eligibility requirements of the various other City Commissions.

SECTION 2 AMENDMENTS TO CHAPTER 4.07 OF THE FOLSOM MUNICIPAL CODE

- 1. Chapter 4.07 is amended as follows:

The name of the Folsom Arts and Cultural Committee is changed to the Folsom Arts and Cultural Commission; and all references to the Committee in Chapter 4.07 are changed to Commission.

- 2. Section 4.07.020 E is amended to read as follows:

The Commission shall make recommendations to the City Council or City Manager on the expenditure of any funds that may become available for arts and cultural programs, grants, services, events or activities. Should any grant funds be made available by the City, recommendations from the Commission on funding requests shall be reviewed by an internal City grant review committee composed of the Mayor, Vice Mayor, City Manager, Parks and Recreation Director, and Finance Director.

- 3. A new Section 4.07.060 is added as follows:

Eligibility - A person is not eligible to hold office as a Folsom Arts and Cultural Commissioner unless he or she is, at the time of the appointment, a resident and registered voter of the City. If during his or her term of office, a member of the Folsom Arts and Cultural Commission moves his or her residence outside the City limits, or ceases to be a registered voter of the City, such member's office shall become immediately vacant.

SECTION 3 SEVERABILITY

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.


SECTION 4 EFFECTIVE DATE

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

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on November 25, 2003 and the second reading occurred at the regular meeting of the City Council on December 9, 2003.

On a motion by Council Member Howell, seconded by Vice Mayor King, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 9th day of December 2003, by the following vote, to wit:

- AYES: Council Member(s): Morin, Howell, King, Miklos
- NOES: Council Member(s): None
- ABSTAIN: Council Member(s): None
- ABSENT: Council Member(s): Starsky



Stephen E. Miklos, MAYOR

ATTEST:

Christa Schmidt
 Christa Schmidt, CITY CLERK

ATTACHMENT 4

ORDINANCE NO. 931

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF FOLSOM
ADDING CHAPTER 4.07 TO TITLE 4
OF THE FOLSOM MUNICIPAL CODE CREATING
THE FOLSOM ARTS AND CULTURAL COMMITTEE**

THE CITY COUNCIL OF THE CITY OF FOLSOM HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1 PURPOSE

The purpose of this ordinance is to create a committee known as the Arts and Cultural Committee to expand the arts and cultural activities within the City.

SECTION 2 Chapter 4.07 is hereby added in its entirety as follows:

Chapter 4.07
Arts and Cultural Committee

Sections:

- 4.07.010 Purpose
- 4.07.020 Creation of the Arts and Cultural Committee; Functions of the Committee
Membership
- 4.07.030 Membership
- 4.07.040 Terms of Membership; Vacancies and Replacement
- 4.07.050 Officers
- 4.07.060 Meetings
- 4.07.070 Agendas, Order of Business; Voting

4.07.010 Purpose. The purpose of the Arts and Cultural Committee is to advise the Mayor and City Council on promoting, encouraging and increasing arts and cultural programs, projects and services for the community.

4.07.020 Creation of the Arts and Cultural Committee; Functions of the Committee. The City of Folsom Arts and Cultural Committee hereafter referred to as (“the Committee”) is hereby created and shall have the following functions:

- A. The Committee shall serve in an advisory capacity and make recommendations to the Mayor, City Council and City Manager to promote, encourage and increase support for the arts and culture within the City of Folsom.
- B. Upon request of the City Council or City Manager, the Committee shall assist with the development of special projects related to arts and cultural activities.

- C. The Committee shall promote, encourage and develop arts and cultural services for the community in accordance with a Master Plan for the Arts as adopted by the City Council.
- D. The Committee shall advise the Mayor, City Council and City Manager on projects and programs designed to promote public art throughout the City of Folsom.
- E. The Committee shall make recommendations to the City Council or City Manager on the expenditure of any funds that may become available for arts and cultural programs, grants, services, events or activities. Should any grant funds be made available by the city, recommendations from the Committee on funding requests shall be reviewed by an internal city grant review committee composed of the Mayor, Vice Mayor, City Manager, Redevelopment Manager, and Finance Director.
- F. The Committee shall appoint sub-committees, as necessary, to carry out the functions of the Committee. Any appointee to a sub-committee that is not a member of the Committee shall be made with approval of the City Council.

4.07.030 **Membership**

There shall be a Folsom Arts and Cultural Committee of seven members. Each Council Member shall appoint one committee member whose term shall run concurrently with that of the appointed Council Member. Two additional members shall be appointed at large by the City Council for two-year terms by a majority vote of the City Council

4.07.040 **Terms of Membership; Vacancies and Replacement.**

- A. The City Council may remove any member of the Committee at any time by a majority vote of all Council Members. No public hearing shall be required prior to removal of any member of the Committee and no cause for removal need be shown.
- B. A vacancy resulting from death, resignation, removal, disqualification or any other cause shall be filled by an appointment from the Mayor in accordance with Section 2.35.20 of the Municipal Code.
- C. A Committee member is subject to disqualification and removal from the Committee if he or she has three (3) unexcused absences from any regularly scheduled meetings.

4.07.050 **Officers**

- A. The officers of the Committee shall be the Chairperson and Vice-Chairperson.
- B. The Chairperson and Vice-Chairperson of the Committee shall be elected every year by majority vote of the Committee members. The Chair and Vice-Chair may be replaced at any time by majority vote of the Committee. No public hearing shall be required prior to the removal and no cause for removal need be shown.
- C. The Chair and Vice-Chair or other members presiding in such positions, shall not be deprived of any of the rights or privileges of any member by reason of his/her occupying the Chair and

may move, second and debate from the Chair, subject only to such limitations of debate as are by these rules imposed on all members.

- D. The Chairperson shall preside and preserve order at all regular and special meetings of the Committee. The Chairperson shall state every question coming before the Committee, announce the decisions of the Committee on all subjects and decide all questions of order without debate.
- E. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties and obligations of the Chairperson.
- F. The terms of the office of the Chairperson and Vice Chairperson shall be one year. If no successor is named by the conclusion of any officer's term, the officer's term shall continue in office until a successor has been named.
- G. A secretary shall be assigned to the Committee by the Parks and Recreation Director. The secretary shall serve as staff support to the Committee and shall be responsible for preparing agendas and agenda packets; scheduling meetings and meeting places; calling roll and recording roll; calling and recording votes; preparing minutes of the Committee meetings; and other duties as required. The secretary shall not be an official voting member nor considered an officer of the Committee.
- H. The Parks and Recreation Director or his/her representative shall serve as advisor to the Committee. Additionally, staff assigned from the City Manager's office and Redevelopment Agency may serve as advisors to the Committee. These staff advisor's shall not be official voting members nor considered officers of the Committee.

4.07.060 **Meetings**

- A. Regular meetings of the Committee shall be held at City Hall, 50 Natoma Street, Folsom, California on a day and time to be determined by the Committee.
- B. Four members of the Committee shall constitute a quorum. When there is no quorum at a regular meeting, the Chairperson, or any member of said body shall adjourn said meeting until the next regular meeting.
- C. The Chairperson (or Vice-Chairperson in the Chairperson's absence) shall take the Chair at the hour appointed for the meeting and shall call the Committee to order. In the absence of the Chairperson and Vice-Chairperson, the Parks and Recreation Director or his/her representative shall call the Committee to order whereupon a temporary Chairperson shall be elected from among the members present. Upon the arrival of the Chairperson or Vice-Chairperson, the temporary Chairperson shall relinquish the Chair upon concluding the item of business before the Committee.

4.07.070 **Agendas; Order of Business; Voting**

- A. Agendas for meetings of the Committee shall be prepared by the secretary of the Committee. Items may be placed on an agenda by contacting the Chairperson, Parks and Recreation Director or his/her representative, or the secretary. Agendas shall be approved by the

Chairperson prior to the start of the meeting. Citizens or interested parties may address the Committee by having his/her specific item(s) placed on an agenda or by addressing the Committee during the business from the floor portion of the meeting. Agendas shall be published as required by State law.

B. At the regular meetings of the Committee, the following shall be the order of business:

- 1. Roll call
- 2. Review of minutes (or summary)
- 3. Agenda Items of the Folsom Arts and Cultural Committee
- 4. Business from the floor
- 5. Adjournment

C. On all matters acted upon by the Committee, the voting shall be a roll-call vote of the members present. The “ayes” and “noes” of the members shall be recorded in the minutes or summary by the Committee secretary. All actions of the Committee shall require an affirmative vote of the majority of the Committee present and eligible to vote at the particular meeting where action is to take place.

D. All rules of order shall be determined in accordance with “Robert’s Rules of Order, Revised”.

E. The Committee may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been established. If a quorum is not established, no business other than adjournment may be transacted.

SECTION 3. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4 EFFECTIVE DATE

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

This Ordinance was introduced and the title thereof read at the regular meeting of the City Council on June 13, 2000 and by a majority vote of the Council Members present.

On a motion by Council Member Howell, seconded by Council Member Dow the foregoing Ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 27th day of June, 2000 by the following vote to wit:

AYES: Council Member(s): Howell, Dow, Messner. Miklos

NOES: Council Member(s): None

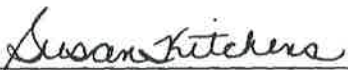
ABSTAIN: Council Member(s): None

ABSENT: Council Member(s): Aceituno



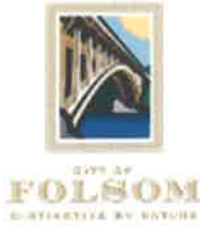
STEPHEN E. MIKLOS, MAYOR

ATTEST:



SUSAN KITCHENS,
ACTING CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	3/9/2021
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Fiscal Year 2021-22 Budget Workshop
FROM:	Finance Department

Staff will provide a brief presentation on the upcoming Fiscal Year 2022 Budget. Council members will be able to provide staff with additional direction and comments for the Fiscal Year 2022 budget, to be presented at a later date.

Submitted,

Stacey Tamagni, Finance Director

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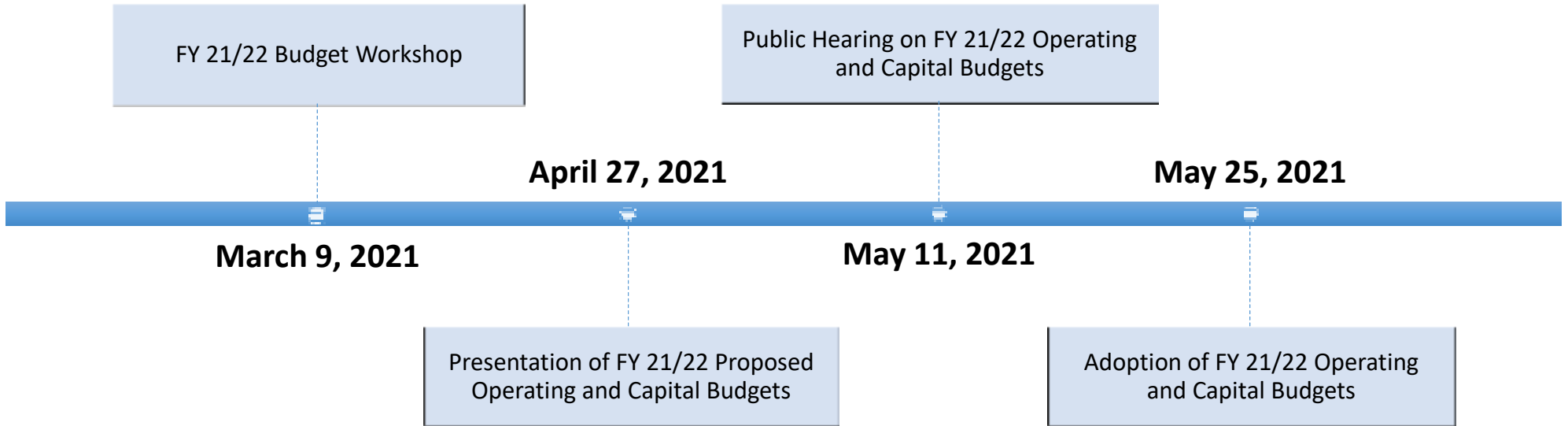
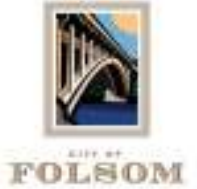
FY 2021-22 Budget Workshop

Presentation to the Folsom City Council
March 9, 2021

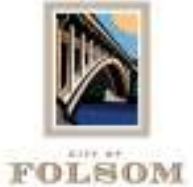


CITY OF
FOLSOM

Preliminary Budget Schedule

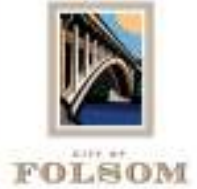


“As-is” Budget Comparison

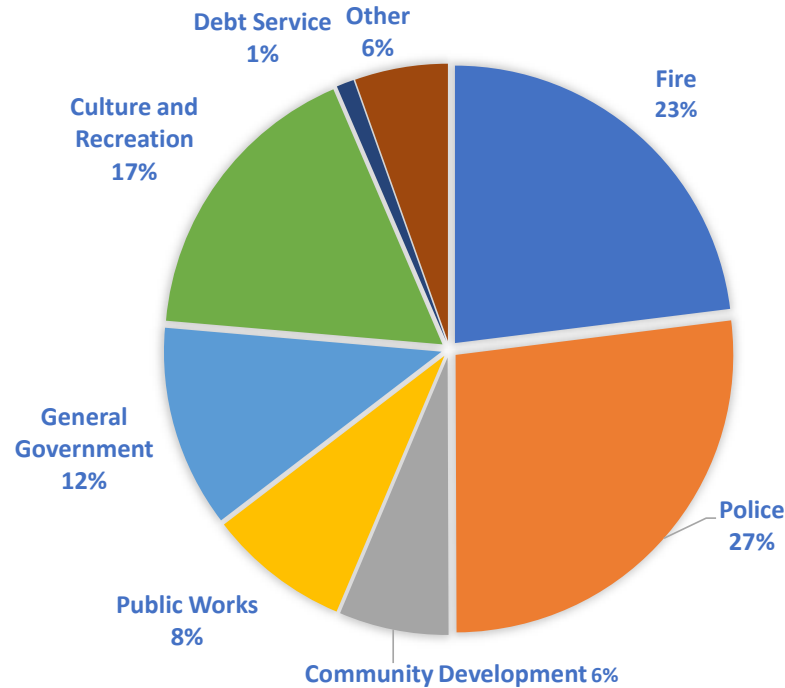


Budget by Category	FY 21	FY 22	\$ Diff	% Diff
General Government	10,543,757	10,305,508	(238,249)	-2.26%
Community Development	5,730,003	5,639,036	(90,967)	-1.59%
Fire	20,615,946	21,717,900	1,101,954	5.35%
Police	24,102,280	24,670,125	567,845	2.36%
Public Works	7,390,834	7,812,211	421,377	5.70%
Culture and Recreation	15,384,369	13,589,204	(1,795,165)	-11.67%
Debt Service	904,881	792,881	(112,000)	-12.38%
Other	4,866,406	7,267,586	2,401,180	49.34%
Total Appropriation	89,538,476	91,794,451	\$2,585,191	2.89%

Discussion Questions:



(1) With limited resources to allocate across all functions, are you still in favor of this overall allocation?



Discussion Questions:



CITY OF
FOLSOM

(2) If projected revenues exceed “as-is” budgeted expenditures, resulting in a projected budget surplus, are you more interested in using this money to replenish the general fund reserve (rainy day fund) or allocate funds to budget enhancements?

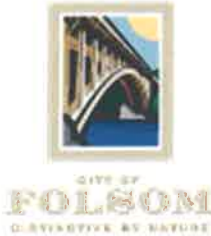
(3) What are your top three priorities for any budget enhancements?

(4) Are there services/programs the City’s general fund is currently providing that you do not see as significantly valuable at this time and would like to scale back in order to use the funding elsewhere?



CITY OF
FOLSOM

QUESTIONS / COMMENTS



Folsom City Council Staff Report

MEETING DATE:	3/9/2021
AGENDA SECTION:	New Business
SUBJECT:	Future Use Options for City-owned Property at 405 Natoma Station Drive and Direction to Staff
FROM:	Parks and Recreation Department

BACKGROUND / ISSUE

The Parks and Recreation Director will make a presentation regarding potential uses for the City-owned property located at 405 Natoma Station Drive. See attached PowerPoint presentation.

Submitted,

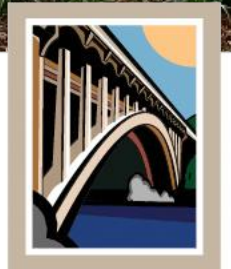
Lorraine Poggione,
Parks and Recreation Director

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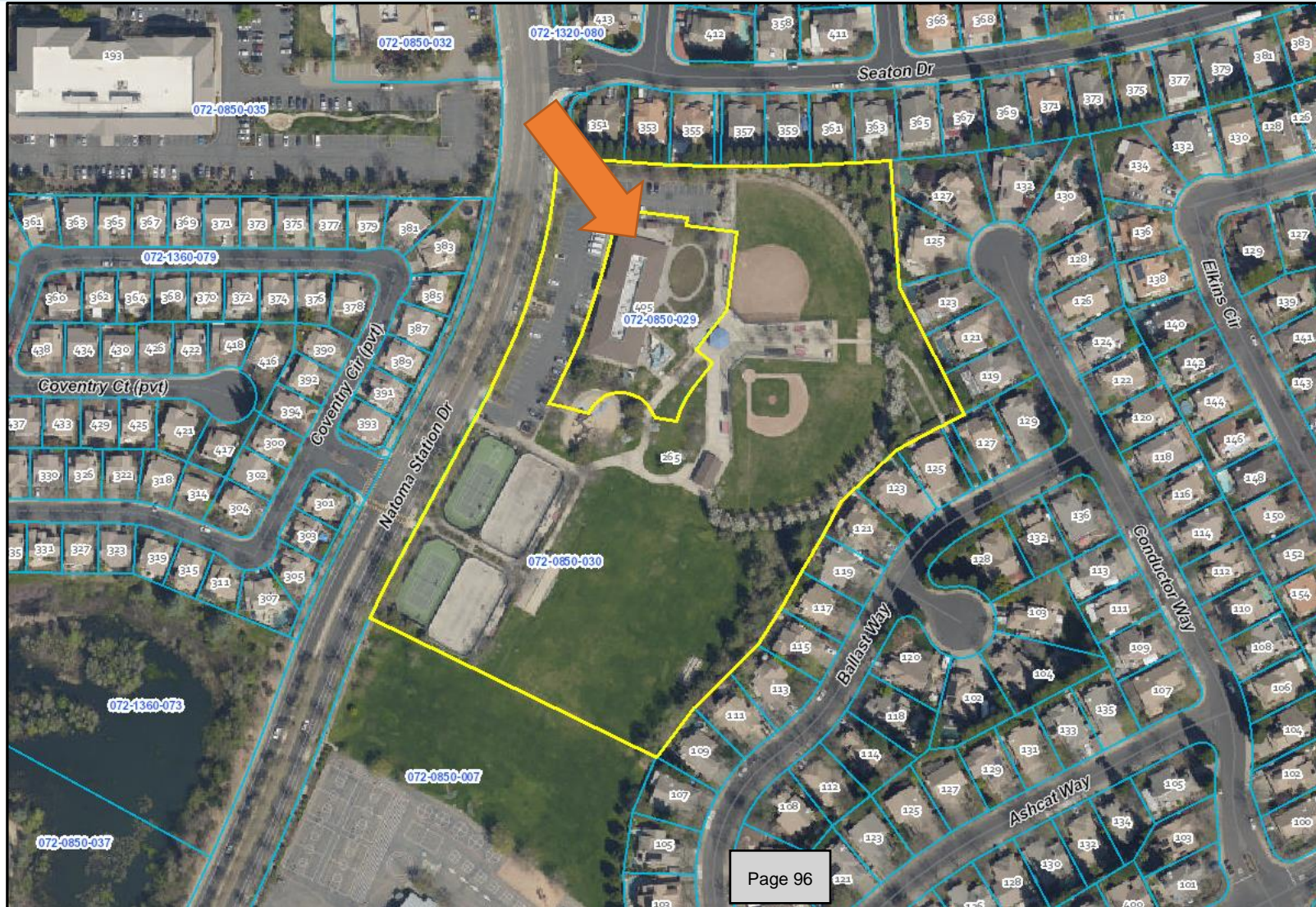
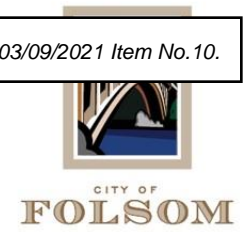
FUTURE USE OPTIONS:
405 Natoma Station Drive and Direction to Staff

City Council Presentation March 9, 2021



**CITY OF
FOLSOM**

The Parcel



Our City Property

03/09/2021 Item No. 10.



CITY OF
FOLSOM

- 10,000 sq ft building space
- 7 rooms, office space, reception area, restrooms, storage, and kitchen
- Approx. 8,000 sq ft outdoor space

Prior Use Agreement

03/09/2021 Item No. 10.

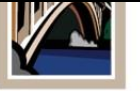


CITY OF
FOLSOM

- Leased to Brighton School for 20+ years
- Vacant Nov. 2019-present
- Monthly rent: ~\$6,500
- Monthly Utilities: \$1,200 - \$2,700
- Alarm Systems: paid by tenant
- City paid \$25,000/year for: landscape and building maintenance, garbage service

Current Conditions

03/09/2021 Item No. 10.



CITY OF
FOLSOM

- Debris and trash
- Damage to walls, flooring, ceiling tiles, carpentry
- Fixtures and appliances aged/damaged beyond repair
- HVAC (10 units) are 20+ years old
- Site ADA needs to be addressed
- Interior/exterior needs repainting

Current Conditions

03/09/2021 Item No. 10.



CITY OF
FOLSOM











03/09/2021 Item No. 10.

Improvement Costs

03/09/2021 Item No. 10.



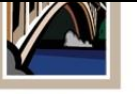
CITY OF
FOLSOM

- Basic clean-up: \$5,000
- HVAC replacement: \$85,000
- ADA compliance: \$90,000
- Interior repairs/replacements: \$35,000
- Painting interior/exterior: \$70,000
- Building signage: \$5,000
- Furniture and fixtures: \$25,000
- Other tenant improvements: \$40,000

TOTAL: \$350,000

Options for Future

03/09/2021 Item No. 10.



CITY OF
FOLSOM

- Retain for City Operations/Municipal Uses
- Lease the Building
- Sell the Building and Property

Retain for City Operations

03/09/2021 Item No. 10.



CITY OF
FOLSOM

Ideal for:

Art, senior, and youth specialty programming; relieves overcrowding at 48 Natoma and other facilities

Allows for:

Daily, evening, weekend rentals

Fills a need for:

Expanding and adding popular/growing services with revenue generating certainty

Serves as:

Mutually beneficial link to adjacent Natoma Station Elementary and Ernie Sheldon Youth Sports Complex

City Operation Strategies

03/09/2021 Item No. 10.



CITY OF
FOLSOM

A combination of relocated, expanded, and new programming:

Relocate:

- Fun Factory from Sports Complex to free up high-demand rental space
- Pre-K moves from Hinkle Creek to new space
- Specialty camps-relocated to new space

Expand:

- Preschool offerings in new space
- Add new summer Fun Factory classes in new space
- Add new ceramics and pottery classes in new space
- Senior Center to accommodate additional seniors

City Operation Strategies

03/09/2021 Item No. 10.



CITY OF
FOLSOM

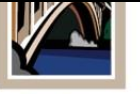
New Programming:

- Yoga, Mommy and Me, Grandparent/Tot classes-multi generational
- After-school and summer specialty programs (art, music, fitness, STEM)
- “Night-Out” programs for kids

There are 9 classes/programs that can be relocated and/or expanded and 10 new programs that can be created

Cost: City Operation

03/09/2021 Item No. 10.



CITY OF
FOLSOM

- City can spread costs over a 3-year period where items are not urgent or immediately needed (paint, kitchen, HVAC replacements, furniture/fixtures) -- \$100,000-\$150,000 per year
- Would address some of the ADA issues in Year 1 -- \$30,000
- Could focus on half of the interior to program and begin generating new revenue
- Could staff with existing full-time staff for first few years; will require new PT salaries
- Annual O&M approx. \$30,000-\$42,000

Revenue: City Operation

03/09/2021 Item No. 10.



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Potential Revenue

- First year investment: \$100,000-\$150,000 for repairs/furniture/signage
- First year programing: net revenue \$24,040
- Second year programming: net revenue \$70,451
- Third year programming: net revenue \$112,993 (would need to consider 1 new FT staff person year 3 or 4)
- Annual O&M: \$30,000-\$42,000

Lease the Facility

03/09/2021 Item No. 10.

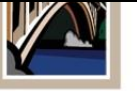


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- Open it up for leasing interest
- Possible tenants:
 - Day Care or School for Children
 - Other uses allowed: zoned R-1-M Single Family Residential (*one single family*); public park/school; real estate tract office; group home (*of six or less*). The General Plan is: Park.
- Create agreement regarding parking as the property does not have parking within its own site.

Cost: Lease Option

03/09/2021 Item No. 10.



CITY OF
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- Repairs and replacements can be negotiated or built into lease rate, but tenant may want reduced rent for doing the repairs/replacements
- City would still likely be responsible for certain aspects of the building repairs and ongoing maintenance (landscape, HVAC, building exterior, etc.)

Revenue: Lease

03/09/2021 Item No. 10.



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Decisions with Lease Option

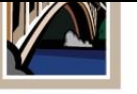
- Would need to decide what the City Council wants to do prior to leasing (ADA, some interior/exterior, etc.)
- Would need to decide if the lease would include a credit back to lessee to do some of the repairs/fixes

Lease Revenue

- Ranges from \$2-\$2.50/sq ft
- Monthly revenue \$20,000-\$25,000
- City would have some costs associated with negotiated items that city would still be responsible for such as landscape and building maintenance (\$5,000-\$10,000/month)
- Net revenue could be \$15,000-\$20,000/month

Sell Property and Building

03/09/2021 Item No. 10.



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- Property deemed surplus by City Council
- Property would be placed on Affordable Housing List
- Unique situation: parking not part of parcel

Cost: Sell

03/09/2021 Item No. 10.



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- Building could be sold “as-is” or certain repairs/replacements may be negotiated into the sell

Revenue: Sell

03/09/2021 Item No. 10.



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Decisions with Sell Option

- City Council to decide what they would want to fix/repair prior to sell (if anything)
- There could be costs associated with changing lot lines/parcel to include parking if desired
- Does the city want to declare this as surplus property?

Sell Revenue

- \$250-\$300/sq ft
- One-time revenue could be \$2,500,000-\$3,000,000

Pros/Cons of Retaining

03/09/2021 Item No. 10.



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Pros of City-Owned/Operated

- Contributes to city services
- Provides community benefit
- Remains in city control
- Next community center will be in FPA in 10+ years
- Revenue generating
- Improvements can be spread over 2- to 3-year period
- Consistent with city financial objectives of:
 - Maintain the functional balance of services that provide the unique Folsom experience.
 - Maintain effectiveness of our primary services and functions.
 - Consider alternative service delivery models in order to preserve services to the community.
 - Be responsive to the community.
- Consistent with 2035 General Plan Goal PR 4.1:
 - Effectively use city resources and the resources of other public entities to plan for recreation programs and facilities

Cons

- May not realize revenue immediately
- Will require ongoing maintenance funding
- Will eventually require some FT staffing resources

Pros/Cons of Leasing



Pros of Leasing

- Potential near-term revenue generating
- Some offset of maintenance costs if in agreement (i.e., tenant to be responsible for assuming costs for utilities, etc.)

Cons

- City may still have to invest funds into facility to bring to code (ADA access); and make it suitable for leasing
- City will likely still have maintenance obligations on the building and property (negotiable i.e., landscape, lighting, HVAC, alarms, etc.)
- Would need to make arrangement in agreement re: parking
- Would want to encourage a tenant that is compatible with existing activities at park and neighborhood

Pros/Cons of Selling

03/09/2021 Item No. 10.



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Pros

- City receives one-time cash windfall

Cons

- Could have unintended outcome if declared as surplus property
- Only one-time revenue source
- City may still have to invest to fix/repair/bring up to code
- City loses any option to retain, program, and utilize for municipal uses
- City loses control over site/uses; compatibility of park/school uses could alter

Summary



City Retaining:

Owned, operated, revenue-generating, keeping it in City inventory, good for near term and long-term future.

Leasing:

Liquid cash to the city, but the city would lose near-term and/or long-term opportunity for use.

Selling:

May generate one-time cash. Could have other elements to consider.

Direction to Staff

03/09/2021 Item No. 10.



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Staff is seeking direction from the City Council on whether to:

- Retain the property and building for City/Municipal Uses-short term or long term (reporting back to City Council as needed)
- Move forward with lease option (reporting back to City Council as needed)
- Move forward with sell option (reporting back to City Council as needed)