



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Agenda

City Council Regular Meeting

Folsom City Hall | City Council Chambers, First Floor
50 Natoma Street, Folsom, CA 95630

January 23, 2024, 6:30 PM

Welcome to Your City Council Meeting

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

Participation

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




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

Reasonable Accommodations

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

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 Hall | City Council Chambers, First Floor
50 Natoma Street, Folsom, CA 95630

www.folsom.ca.us

Tuesday, January 23, 2024 6:30 PM

Mike Kozlowski, Mayor

Sarah Aquino, Vice Mayor
Rosario Rodriguez, Councilmember

YK Chalamcherla, Councilmember
Anna Rohrbough, Councilmember

AGENDA

CALL TO ORDER

ROLL CALL:

Councilmembers: Rohrbough, Aquino, Chalamcherla, Rodriguez, 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

SCHEDULED PRESENTATIONS:

- [1.](#) Recognition of 2023 Folsom Holiday Lights Contest Winners
- [2.](#) Folsom Tourism and Economic Development Corporation (TEDCorp) Quarterly Report

BUSINESS FROM THE FLOOR:

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

CONSENT CALENDAR:

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

- [3.](#) Approval of January 9, 2024 Regular Meeting Minutes
- [4.](#) Ordinance No. 1341- An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions (Second Reading and Adoption)
- [5.](#) Resolution 11158–A Resolution Authorizing a Transfer of Police Special Revenue Trust Funds- Drug Asset Forfeiture, to the Police Department Operating Budget and the Appropriation of funds for the Purchase of Police Equipment and Training

NEW BUSINESS:

- [6.](#) Ordinance No. 1342 - An Ordinance of the City Council of the City of Folsom Adding Subsection D to Section 2.36.050 of the Folsom Municipal Code Pertaining to Design Immunity (Introduction and First Reading)
- [7.](#) Resolution No. 11159 – A Resolution to Declassify Five Landmark Trees within the Joint Powers Authority Landmark Grove to Allow for Removal as Part of the Sacramento Regional Transit Light Rail Modernization 15 Minutes to Folsom Project
- [8.](#) Resolution No. 11160 – A Resolution Approving the North Alternative Alignment as the Preferred Alternative for the Folsom Boulevard Bicycle and Pedestrian Overcrossing Project and Authorize Staff to Apply for Grant Funding through Caltrans Cycle 7 Active Transportation Program
- [9.](#) Resolution No. 11161 – A Resolution Authorizing the City Manager to Execute a Citywide Quarterly Citizen Award and Recognition Program
- [10.](#) Update on Placerville Sacramento Valley Railroad (PSVRR) License Agreement for Excursion Rail Operations and Direction to Staff.
- [11.](#) Consideration of Letter in Response to Demand Letter Received from Scott Rafferty Regarding Alleged Non-Compliance with the Brown Act

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER REPORTS

COUNCIL COMMENTS

ADJOURNMENT

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

NOTICE REGARDING CHALLENGES TO DECISIONS: *Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public*

Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

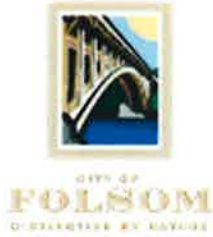
As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening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

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

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

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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.



Folsom City Council Staff Report

MEETING DATE:	1/23/2024
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Recognition of 2023 Folsom Holiday Lights Contest Winners
FROM:	City Manager's Office

RECOMMENDATION / CITY COUNCIL ACTION

The Folsom City Council will recognize the 2023 Holiday Lights Contest winners.

BACKGROUND / ISSUE

The City of Folsom hosted the citywide Folsom Holiday Lights Contest in December 2023. The City received more than 50 entries in five different categories. All participating homes and businesses were featured on the city website on an interactive map.

The entries were judged by five Folsom City Councilmembers. Winners received a commemorative sign from the City of Folsom and were recognized in the city e-newsletter and on city social media pages. This year, the City of Folsom partnered with local news and media website Folsom Times to promote the contest. The Folsom Times provided each winner with prizes from local businesses.

2023 Folsom Holiday Lights Contest winners:

- Holly Jolly Residence – Best overall residence: **530 Flower Drive**
- Clark Griswold – Best use of holiday lights (residential): **360 Listowe Drive**
- Hollywood Christmas – Best use of theme and/or fictional characters (residential): **152 Witmer Drive**
- Merry and Bright Business – Festive commercial business display: **Bayside Church, 870/890 Glenn Drive**
- Illuminate the Block – Best multi-house display: **Ledgemont Court**

Submitted,

Chris Shepard, Communications Officer



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Folsom City Council Staff Report

MEETING DATE:	1/23/2024
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Folsom Tourism and Economic Development Corporation (TEDCorp) Quarterly Report
FROM:	City Clerk's Department

CITY COUNCIL ACTION

Representatives from Folsom Tourism and Economic Development Corporation (TEDCorp) will provide a quarterly report. No action is requested of the City Council.

Respectfully submitted,

Christa Freemantle, CMC
City Clerk

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to facilitate double-sided printing.*

City Council Regular Meeting

MINUTES

January 9, 2024

CALL TO ORDER

The regular City Council meeting was called to order at 6:30 pm with Mayor Mike Kozlowski presiding.

ROLL CALL:

Councilmembers Present: Sarah Aquino, Vice Mayor
YK Chalamcherla, Councilmember
Rosario Rodriguez, Councilmember
Anna Rohrbough, Councilmember
Mike Kozlowski, Mayor

Councilmembers Absent: None

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

AGENDA UPDATE

City Attorney Steven Wang announced that item 3 is to be continued to a future meeting and that additional information had been submitted regarding item 17.

SCHEDULED PRESENTATIONS:

1. A Resolution of Commendation – Celebrating the Folsom Zoo Sanctuary's 60th Anniversary

Mayor Kozlowski presented the resolution of commendation.

2. Sacramento Regional Transit Presentation on Folsom 15-Minute Light Rail Service Project

Public Works Director Mark Rackovan introduced the item. Regional Transit representative Craig Norman made a presentation and responded to questions from the City Council.

Speaker Bob Holderness addressed the City Council.

3. Folsom Tourism and Economic Development Corporation (TEDCorp) Quarterly Report

Item 3 was continued to a future meeting.

Draft – Not Official Until Approved by the City Council

BUSINESS FROM THE FLOOR:

The following speakers addressed the City Council:

Judi Alexander
Steve Heard
Dan Carson

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.

4. Approval of November 14, 2023 Special and Regular Meeting Minutes
5. Approval of November 28, 2023 Special and Regular Meeting Minutes
6. Approval of December 12, 2023 Special and Regular Meeting Minutes
7. Resolution No. 11138 – A Resolution Authorizing the City Manager to Execute an Agreement with Serpa Chiropractic, Inc. for the Acquisition of a Drainage Easement at 513 Natoma Street in Relation to the Natoma Street Drainage Improvement Project, Project No. PW1901, State Project No. 5288(047) and Appropriation of Funds
8. Resolution No. 11149 - A Resolution Authorizing the City Manager to Execute an Agreement with Westnet, Inc. for Fire Station No. 35 First-In Fire Station Alerting System Upgrades
9. Resolution No. 11150 - A Resolution Authorizing the City Manager to Execute an Agreement with Westnet, Inc. for Fire Station No. 34 First-In Fire Station Alerting System
10. Resolution No. 11151 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Central Valley Engineering & Asphalt, Inc. for the Johnny Cash Trail Cash's Pick No. 1 Project Construction and Appropriation of Funds
11. *pulled for discussion*
12. *pulled for discussion*
13. Resolution No. 11154 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Precision Emprise LLC dba Precision Concrete Cutting for the District 2 Sidewalk Offset Repair Project
14. Resolution No. 11155 – A Resolution Approving the Application for Grant Funds from the Caltrans Sustainable Transportation Planning Grant Program for a Sustainable Transit Connections to Health Services Planning and Feasibility Study
15. Resolution No. 11156 - A Resolution Authorizing the City Manager to Execute an Agreement with Hasa, Inc. for the Supply of Sodium Hypochlorite for the Water Treatment Plant
16. Resolution No. 11157 – A Resolution Approving a Waiver of City Parade fees for Folsom High School Football Team Celebration

Motion by Vice Mayor Aquino, second by Councilmember Rohrbough to approve Consent Calendar items 4-10, 13-16. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION:

11. Resolution No. 11152 – A Resolution Authorizing the City Manager to Execute a Consultant and Professional Services Agreement with Ghirardelli Associates, Inc. for Inspection and Resident Engineer Services for the East Bidwell/Iron Point Road/US50 Onramp Improvement Project, Project No. PW2203 and Appropriation of Funds

Councilmember Chalamcherla pulled this item to ask about the bidding process. Public Works Senior Civil Engineer Zach Bosch responded.

Motion by Councilmember Chalamcherla, second by Councilmember Rodriguez to approve Resolution No. 11152. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

12. Resolution No. 11153 - A Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Terracare Associates LLC for the Maintenance of Parks, Trails and Pet Stations, Streetscapes/Public Works areas for the City of Folsom

Councilmember Rohrbough pulled this item to propose the matter comes back for further discussion to preserve services and to considering using general fund contingency to cover the difference in budgeted amount and cost.

City Manager Andersen sought and received additional information and clarification from City Attorney Wang.

Motion by Councilmember Rohrbough, second by Councilmember Chalamcherla to continue the item to further discuss the scope of the contract extension and funding options.

The City Council discussed the matter.

Councilmember Rohrbough’s motion failed by the following roll-call vote:

AYES: Chalamcherla, Rohrbough,
NOES: Aquino, Rodriguez, Kozlowski
ABSENT: None
ABSTAIN: None

Motion by Councilmember Aquino, second by Councilmember Rodriguez to approve Resolution No. 11153. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARING:

17. Resolution No. 11139 - A Resolution to Adopt an Addendum to the Folsom Plan Area Specific Plan EIR/EIS and Approve a Specific Plan Amendment to Modify FPASP Table A.7 (Transportation, Communication, Infrastructure) to Add “Electronic Readerboard Sign” as a Conditionally Permitted Use on a Specific Property (Parcel 61 - APN No. 072-3190-052) Located at the Southwest Corner of the Intersection of U.S. Highway 50 and East Bidwell Street within the Folsom Plan Area *(continued from the December 12, 2023 meeting)*

Principal Planner Steve Banks made a presentation and responded to questions from the City Council. Mayor Kozlowski opened the public hearing. Hearing no speakers, the public hearing was closed.

Motion by Councilmember Rodriguez, second by Councilmember Chalamcherla to approve Resolution No. 11139. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

NEW BUSINESS:

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

Using a ballot process, the City Council unanimously appointed:

John Lane, Historic Preservation Seat
Mark Dascallos, Business Owner with the Sutter Street Subarea
Kathleen Cole, Resident of the Historic District

19. Ordinance No. 1341 - An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions (Introduction and First Reading)

City Attorney Steven Wang made a presentation and responded to questions from the City Council.

**Motion by Vice Mayor Aquino, second by Mayor Kozlowski to introduce Ordinance No. 1341.
Motion passed by the following roll-call vote:**

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

OLD BUSINESS:20. Potential Sales Tax Measure for November 2024 General Municipal Election and Direction to Staff

1. Sample Ballot Measure to Add a General Sales Tax at the Rate of One Percent (1.0%)
2. Sample Ballot Measure to Add a Special Sales Tax at the Rate of One Percent (1.0%)

City Attorney Steven Wang made a presentation and responded to questions from the City Council.

The following speakers addressed the City Council:

Justin Raithel
Mike Reynolds
Loretta Hettinger
Bruce Cline

City Attorney Wang provided additional direction and clarification. The City Council discussed the potential sales tax measure.

The following speaker addressed the City Council:
Bill Romanelli, consultant for citizens' initiative measure

The City Council discussed the potential sales tax measure.

At the conclusion of further discussion, the City Council directed staff to bring back a potential special sales tax measure at the second City Council meeting in March for consideration. Prior to giving that

directive, the City Council agreed to present a revenue measure on the November election ballot, and further agreed that the revenue measure should be in the form of a special sales tax.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Rohrbough requested a presentation from Police regarding possible solutions to curtail some of the problems related to homelessness and a presentation regarding impact fee funding for a police substation.

Councilmember Rodriguez requested information regarding regional collaborative work regarding homelessness.

Vice Mayor Aquino requested presentations regarding permissible uses of accessory dwelling units and regarding the possible annexation of the part of American River Canyon that is in the San Juan boundaries into the Folsom Cordova boundaries.

CITY MANAGER REPORTS:

City Manager Andersen wished City Attorney Wang a happy birthday. She spoke of zoo docent training, River District area master planning process, and CAPS volunteers.

COUNCIL COMMENTS:

Councilmember Rodriguez thanked law enforcement. She spoke of the ice-skating rink, the FCUSD board meeting, and the Library Commission’s work.

Councilmember Rohrbough spoke of the FCUSD board meeting.

Councilmember Chalamcherla wished everyone a happy new year and thanked city staff.

Vice Mayor Aquino thanked Folsom Police and suggested using refillable water bottles instead of bottled water at the dais.

Mayor Kozlowski noted the Folsom Bulldog football team’s success.

ADJOURNMENT

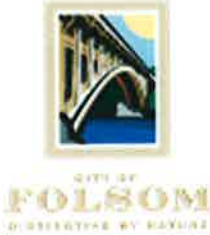
There being no further business to come before the City Council, the meeting was adjourned at 9:25 pm.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Michael D. Kozlowski, Mayor



Folsom City Council Staff Report

MEETING DATE:	1/23/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Ordinance No. 1341 - An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions (Second Reading and Adoption)
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council conduct second reading and adopt Ordinance No. 1341 - An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions.

BACKGROUND / ISSUE

The City Council introduced and conducted first reading of this Ordinance at its January 9, 2024 meeting. There is no change to the Ordinance.

Relying on previous (outdated) sections in the California Elections Code, the Folsom City Council in 1996 added Chapter 2.42, "Initiative, Referendum and Recall Petitions" to the Folsom Municipal Code to regulate circulators gathering signatures for local initiatives, referendum, and recall elections. Chapter 2.42 requires that the circulators be: (1) Folsom residents; (2) registered voters; (3) registered with the Chief of Police; and (4) licensed if they are paid to gather signatures.

Since 1996, several cases and a California Attorney General opinion have made the requirements in Chapter 2.42 unconstitutional and unenforceable:

1. The US Supreme Court in 1998 decided in *Buckley v. American Constitutional Law Foundation* (525 U.S. 182) that the requirement where signature gatherers must be registered voters is unconstitutional.
2. The California Attorney General in 1999 opined that restricting signature gatherers to residents of the city is unconstitutional (82 Ops.Cal.Atty.Gen 250 (1999)).
3. The California Court of Appeals for the Fourth Appellate District in 2008 decided in *Preserve Shorecliff Homeowners v. City of San Clemente* (158 Cal.App.4th 1427) that requiring signature gatherers to reside and be eligible to vote in a city is unconstitutional.

POLICY / RULE

Section 6.01(B) of the City Charter defaults initiatives, referendum and recall procedures to the State law:

Section 6.01. Election Procedures:

B. Initiative, Referendum and Recall. The electors of the City reserve to themselves the powers of initiative and referendum and the recall of elective officers, to be exercised in the manner prescribed by the State Elections Code.

ANALYSIS

The provisions in Chapter 2.42 of the Folsom Municipal Code governing signature gatherers for initiatives, referendum, and recall petitions have been found unconstitutional by courts deciding similar provisions in other cities over the years. The relevant State laws in the California Elections Code have since been updated to conform with court decisions and the State Attorney General's Opinion where signature gatherers no longer must be residents or registered voters of a city.

The City Charter already defaults initiatives, referendum and recall procedures to the State law, which have been updated by the State Legislature to remove the unconstitutional requirements. State law provides detailed procedures, requirements, and safeguards for signature gatherers in Chapter 2, "Petitions and Petition Signers" (Elections Code Sections 100 to 108), and the City does not need to have duplicative provisions in the Folsom Municipal Code that may be confusing or contrary to law.

To avoid confusion, staff respectfully recommend that the City Council conduct second reading and adopt Ordinance No. 1341 - An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions.

FINANCIAL IMPACT

This item has no impact on the City's general fund.

ENVIRONMENTAL REVIEW

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

ATTACHMENT

Ordinance No. 1341 - An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions (Second Reading and Adoption)

Respectfully submitted,

Steven Wang, City Attorney

ORDINANCE NO. 1341

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOLSOM REPEALING
CHAPTER 2.42 OF THE FOLSOM MUNICIPAL CODE PERTAINING TO
INITIATIVE, REFERENDUM AND RECALL PETITIONS**

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

SECTION 1 PURPOSE

The purpose of this Ordinance is to repeal Chapter 2.42, "Initiative, Referendum and Recall Petitions" in the Folsom Municipal Code to eliminate unconstitutional local laws and conform the initiative, referendum, and recall petition processes with the California Elections Code pursuant to Section 6.01(B) of the City Charter.

SECTION 2 REPEAL TO CODE

Chapter 2.42, "Initiative, Referendum and Recall Petitions" of the Folsom Municipal Code is hereby repealed in its entirety. All proceedings with respect to initiatives, referendum, and recall petitions shall be consistent with the requirements in the California Elections Code.

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 January 9, 2024, and the second reading occurred at the regular meeting of the City Council on January 23, 2024.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 23th day of January, 2024 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

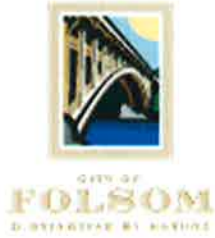
ABSTAIN: Councilmember(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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to facilitate double-sided printing.*



Folsom City Council Staff Report



MEETING DATE:	1/23/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution 11158- A Resolution Authorizing a Transfer of Police Special Revenue Trust Funds-Drug Asset Forfeiture, to the Police Department Operating Budget and Appropriation of Funds for the Purchase of Equipment and Training
FROM:	Police Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council adopt Resolution 11158–A Resolution Authorizing a Transfer of Police Special Revenue Trust Funds-Drug Asset Forfeiture, to the Police Department Operating Budget and the Appropriation of funds for the Purchase of Police Equipment and Training.

BACKGROUND / ISSUE

The Police Department currently participates in federal, state, and local drug asset forfeiture programs. The goal of these programs is to strip drug traffickers of the profits they derive from illicit controlled substance sales, thus limiting their ability to continue with their illegal enterprise. While arrest and drug seizures usually are temporary setbacks for drug traffickers, asset forfeiture often permanently impairs the criminal’s ability to continue with their illegal commerce.

Education and drug abuse prevention programs are funded with asset forfeiture proceeds. Additionally, by statute, law enforcement agencies are permitted to use the proceeds of asset forfeiture to purchase safer, more effective equipment they could otherwise not afford. In a very real way, then, asset forfeiture allows law enforcement agencies to turn criminal profits into supplemental funding which, in turn, is used to address illegal drug sales and serve to enhance educational and preventive programs.

The Police Department is requesting approval to transfer special revenue funds-drug asset forfeiture, to the Police Department operating budget and appropriation of funds for the purchase

of police equipment and training that is necessary for the effective and safe implementation of the Department’s mission.

POLICY / RULE

Folsom Municipal Code Section 3.02.030 requires that any transfer of funds from unappropriated balances be approved by the City Council.

ANALYSIS

Section 11489(d) of the California Health and Safety Code allows for the use of drug asset forfeiture monies to purchase law enforcement equipment, training and other items that would assist law enforcement efforts, provided the monies do not supplant any state or local funds that would, in the absence of section 11489(d) of the California Health and Safety Code, be made available to support law enforcement efforts in that agency.

The letter and spirit of asset forfeiture law allows for local law enforcement agencies to utilize legally seized and adjudicated assets from drug traffickers to be used to purchase equipment the agencies would not normally be able to afford. Given the City’s current fiscal challenges, training and equipment to be purchased in this proposal, while necessary, would be unfeasible without utilizing asset forfeiture funds.

In the City of Folsom, asset forfeiture proceeds are maintained in a special revenue trust fund (Fund 751). These funds are non-supplanting and restricted and the proposed equipment purchase is consistent with prior City Council direction on the expenditure of asset forfeiture proceeds.

FINANCIAL IMPACT

The projected cost of this proposal is \$90,000. The approved FY 2023-24 budget for Police Operations and the Police Special Revenue Trust Fund (Fund 751) do not include appropriations for these purchases.

For the cost to purchase police equipment and training, staff is requesting to transfer fund balance from the Police Special Revenue Trust Fund (Fund 751) to the Police Department’s Operating Budget in the General Fund (Fund 010). Additionally, staff is requesting an appropriation of \$90,000 in the Police Department’s Operating Budget in the General Fund (Fund 010). Sufficient funds are available in the Police Special Revenue Trust Fund (Fund 751) for the fund balance transfer.

ATTACHMENTS

Resolution No. 11158– A Resolution Authorizing a Transfer of Police Special Revenue Trust Funds-Drug Asset Forfeiture, to the Police Department Operating Budget and the Appropriation of funds for the Purchase of Police Equipment and Training

Submitted,

Rick Hillman, Chief of Police

RESOLUTION NO. 11158

A RESOLUTION AUTHORIZING A TRANSFER OF POLICE SPECIAL REVENUE TRUST FUNDS- DRUG ASSET FORFEITURE-TO THE POLICE DEPARTMENT OPERATING BUDGET AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF POLICE EQUIPMENT AND TRAINING

WHEREAS, the police equipment and training purchased with these funds is necessary for employees of the police department to safely and effectively carry out the department’s mission; and

WHEREAS, the purchase of this police equipment and training is consistent with the spirit and intent of drug asset forfeiture law; and

WHEREAS, For the cost to purchase police equipment and training, staff is requesting to transfer \$90,000 of fund balance from the Police Special Revenue Trust Fund (Fund 751) to the Police Department’s Operating Budget in the General Fund (Fund 010). Additionally, staff is requesting an appropriation of \$90,000 in the Police Department’s Operating Budget in the General Fund (Fund 010); and

WHEREAS, sufficient funds are available in the Police Special Revenue Trust Fund (Fund 751) for the fund balance transfer; and

WHEREAS, the equipment purchased will include computers, advanced firearms training equipment, personal protective equipment, audio visual equipment, training room equipment upgrades and pre-employment testing software; and

WHEREAS, the City of Folsom’s Core Values support innovation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the Finance Director to transfer fund balance in the amount of \$90,000 from the Police Special Revenue Trust Fund (Fund 751) to the General Fund (Fund 010), and to increase appropriations in the Police Department’s Operating Budget by \$90,000 in the General Fund (Fund 010)

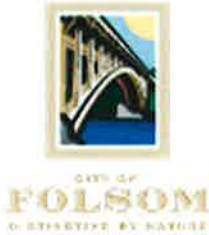
PASSED AND ADOPTED this 23 day of January, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report



MEETING DATE:	1/23/2024
AGENDA SECTION:	New Business
SUBJECT:	Ordinance No. 1342 - An Ordinance of the City Council of the City of Folsom Adding Subsection D to Section 2.36.050 of the Folsom Municipal Code Pertaining to Design Immunity (Introduction and First Reading)
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council introduce and conduct first reading of Ordinance No. 1342 - An Ordinance of the City Council of the City of Folsom Adding Subsection D to Section 2.36.050 of the Folsom Municipal Code Pertaining to Design Immunity.

BACKGROUND / ISSUE

Design immunity under Government Code Section 830.6 is one of the most powerful affirmative defenses for public entities. Partly due to a large number of lawsuits filed against public agencies alleging dangerous condition of public property with multi-million dollar demands, the City’s risk pool, Northern California Cities Self-Insured Fund (NCCSIF) has requested that its member cities adopt an ordinance to formally document and preserve design immunity in those types of lawsuits.

POLICY / RULE

Pursuant to Section 2.02 of the City Charter, all powers of the City shall be vested in the City Council except as otherwise provided by the City Charter.

ANALYSIS

California law provides various causes of actions for aggrieved parties to sue for monetary and non-monetary damages, as well as immunities and defenses where the State Legislature has deemed to be important public policy to shield certain individuals and entities from liability. An example is legislative immunity where the City Council cannot be held liable for enacting laws. Another example is judicial immunity where judges cannot be held liable for making rulings contrary to popular sentiment.

Pertinent to public agencies being sued for an alleged dangerous condition of public property, the defense of design immunity will almost always be raised in a motion for summary judgment where the judge will be asked to decide whether there is any substantial evidence that the public property was reasonably designed. A civil engineer’s opinion that the design was reasonably approved constitutes substantial evidence sufficient to support design immunity regardless of any conflicting witness testimony to the contrary.

The final design of all of the City’s public works projects has routinely been approved by either the Public Works Director or the City Engineer. Their signatures on the plan documents constitute substantial evidence that the public works project was reasonably designed, therefore entitling the City to assert the design immunity defense in lawsuits alleging dangerous condition of public property. The City has always relied on a civil engineer’s (i.e., City Engineer or the Public Works Director) stamp and signature on design documents to assert design immunity wherever appropriate. This Ordinance is prepared at the request of the City’s risk pool NCCSIF to formally document and preserve the City’s ability to raise design immunity as a defense.

FINANCIAL IMPACT

This item has no impact on the City’s general fund.

ENVIRONMENTAL REVIEW

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

ATTACHMENT

Ordinance No. 1342 - An Ordinance of the City Council of the City of Folsom Adding Subsection D to Section 2.36.050 of the Folsom Municipal Code Pertaining to Design Immunity (Introduction and First Reading)

Respectfully submitted,

Steven Wang, City Attorney

ORDINANCE NO. 1342

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOLSOM ADDING
SUBSECTION D TO SECTION 2.36.050 OF THE FOLSOM MUNICIPAL CODE
PERTAINING TO DESIGN IMMUNITY**

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

SECTION 1 PURPOSE

The purpose of this Ordinance is to add subsection D to Section 2.36.050, “Authority and duties”, of the Folsom Municipal Code to formally document and preserve design immunity in lawsuits involving public works projects. This Ordinance confirms and ratifies past City practices of preserving and asserting the defense of design immunity in lawsuits where said immunity was raised and asserted by the City.

SECTION 2 ADDITION TO CODE

Section 2.36.050(D) is hereby added to the Folsom Municipal Code to read as follows:

2.36.050 Authority and duties.

D. The Public Works Director and City Engineer are authorized to approve plans or designs for purposes of design immunity pursuant to Government Code Section 830.6 for all public works projects approved by the City. Nothing in this section is intended to, nor will it, preclude the City Council from separately or additionally approving plans or designs for purposes of design immunity pursuant to Government Code Section 830.6.

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 January 23, 2024, and the second reading occurred at the regular meeting of the City Council on February 13, 2024.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 13th day of February, 2024 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

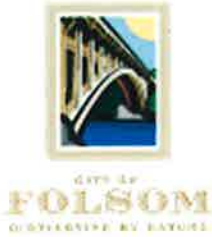
ABSTAIN: Councilmember(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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to facilitate double-sided printing.*



Folsom City Council Staff Report

MEETING DATE:	1/23/2024
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11159 – A Resolution to Declassify Five Landmark Trees within the Joint Powers Authority Landmark Grove to Allow for Removal as Part of the Sacramento Regional Transit Light Rail Modernization 15 Minutes to Folsom Project
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Adopt Resolution No. 11159 - A Resolution to Declassify Five Landmark Trees within the Joint Powers Authority Landmark Grove to Allow for Removal as Part of the Sacramento Regional Transit Light Rail Modernization 15 Minutes to Folsom Project.

BACKGROUND / ISSUE

Longstanding trees contribute to the City of Folsom’s character and “Distinctive by Nature” adage. One of the ways in which the City of Folsom shows recognition for particularly noteworthy specimens is through a Landmark Tree Registry. Landmark trees are trees that have been designated by the City Council as exceptional due to outstanding characteristics, special ecological contributions, or historical importance.

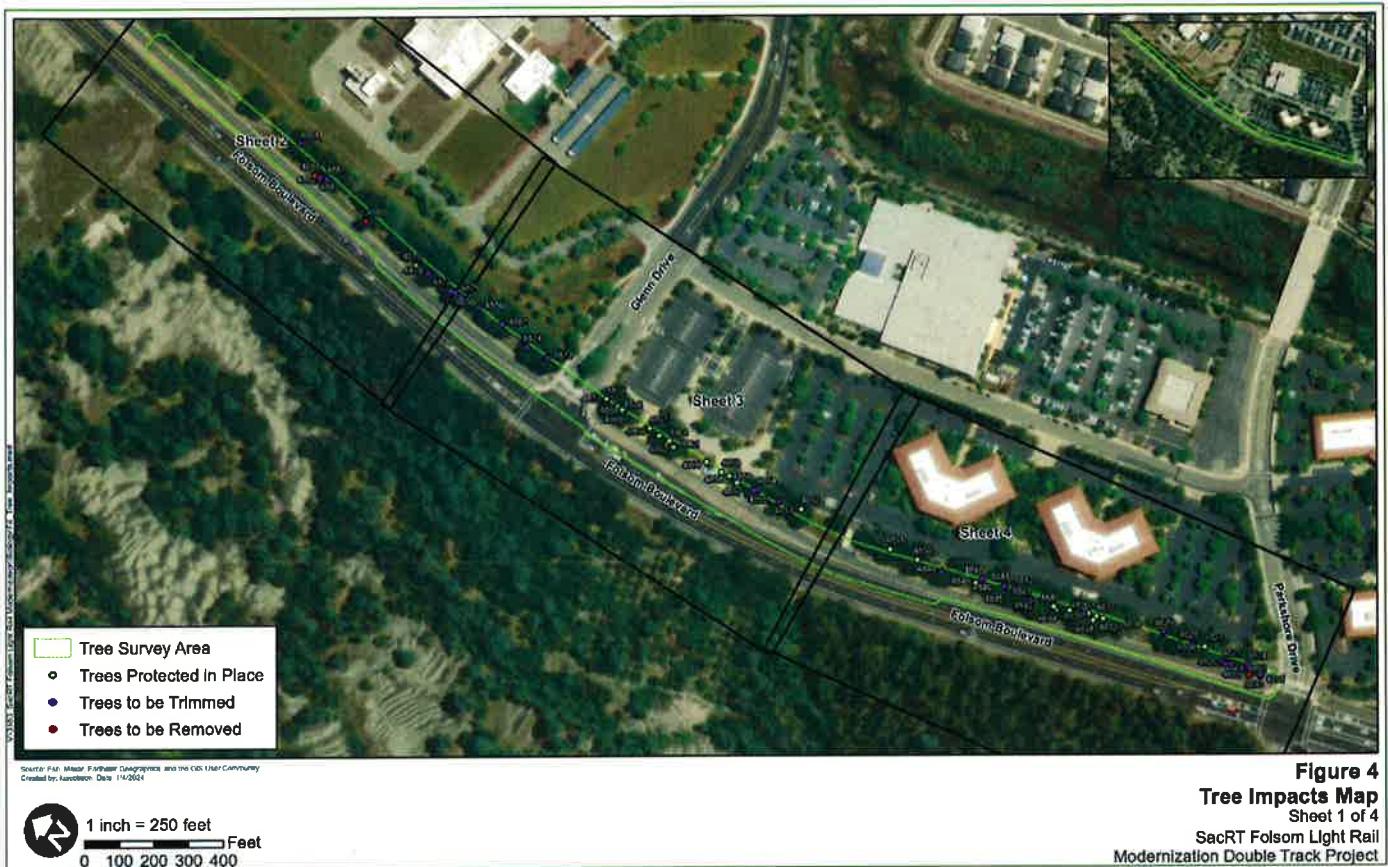
On March 9, 1999, the City Council adopted Resolution No. 5911 – *A Resolution Establishing Landmark Tree Designation at the JPA Right-of-Way on Folsom Boulevard Between Bidwell Street and Blue Ravine Road* to underscore the historical and ecological value of the native trees along the Folsom Boulevard scenic corridor. The associated staff report called attention to the possibility that the Joint Powers Authority (JPA), as the property owner, may potentially need to declassify one or more Landmark Trees for light rail improvements in the future. By designating the trees along the Folsom Blvd JPA corridor as Landmark Trees, City Council became the decision-making body for any future requests for declassification for the purposes of any tree removals that might be necessary for light rail improvements.



Aerial image illustrating the location and span of the Joint Powers Authority (JPA) Landmark Grove, which traverses along the east edge of Folsom Blvd between Blue Ravine Rd and Bidwell St.

On December 11, 2023, an application to declassify multiple trees within the JPA Landmark Grove was submitted to the Community Development Department by Dokken Engineering on behalf of Sacramento Regional Transit District (SacRT) in anticipation of their Folsom Light Rail Modernization Double Track Project. The planned project entails the construction of a passing track, adding a loading platform at the Glenn station, and adapting an existing platform at this station to accommodate modernized rail vehicles. Collectively, the improvements are anticipated to increase the operation of light rail trains from the Sunrise Station (Rancho Cordova) to the Historic Folsom Station reducing train headway capacity from every 30 minutes to 15 minutes. As planned and approved, the project will require the removal of five (5) oak trees, which conflict with the project footprint, as well as the pruning of several others along the corridor to provide necessary clearance for construction activities and the new light rail infrastructure.

The City’s application for Landmark declassification requires a letter of justification. The SacRT letter of justification dated December 11, 2023 (Attachment 1) initially identified four trees requiring removal to allow for the project. However, following review and comment by City staff, an updated arborist report was submitted to the Community Development Department in early January 2024 which identified five oaks requiring removal and an additional 32 requiring pruning in order to accommodate the project.



Excerpt from the arborist report prepared by Dokken Engineering showing proposed tree work prescriptions within the JPA Landmark Grove to accommodate the planned light rail improvements

POLICY / RULE

Native oak species measuring six inches in diameter at standard height (54” above grade) and greater are protected under Chapter 12.16 as Native Oak Trees, requiring a staff level discretionary tree permit prior to removal. In accordance with Section 12.16.170 of the Folsom Municipal Code, the Landmark Tree designation established under Resolution No. 5911 adds protections to all trees within the JPA corridor, inclusive of oak trees smaller than six inches in diameter at standard height and non-oak species that would not otherwise be protected. Additionally, the Landmark Tree status escalates the review body for declassification/removal from City staff to the City Council.

Section 12.16.170(D) of the Folsom Municipal Code allows a property owner to submit an application to the Community Development Department, requesting that the City Council declassify by resolution a tree or group of trees previously designated as a Landmark Tree(s). In order to remove the landmark designation of a tree, the City Council must find that the tree is no longer a significant community benefit because it meets one or more of the following factors:

- 1) The tree(s) has significantly deteriorated in health or appearance.
- 2) The tree(s) no longer possesses habitat value.
- 3) The tree(s) prevents reasonable use of the property.

If the City Council declassifies a tree or group of trees previously designated as a Landmark Tree, a copy of the resolution is provided to the property owner and the city’s Urban Forester will remove the tree(s) from the Landmark Tree Registry. Subsequently, the owner/applicant may submit a tree removal permit application to the Community Development Department and mitigate for the removals in accordance with Folsom Municipal Code 12.16.150.

ANALYSIS

The species distribution of tree resources within the project area of the JPA Landmark Grove is comprised primarily of interior live oak (*Quercus wislizeni*), with a small number of blue (*Q. douglasii*) and valley (*Q. lobata*) oaks interspersed throughout; along with a single black walnut (*Juglans nigra*). A detailed survey of all the trees located in proximity to the project area can be found within the arborist report, included herein as Attachment 2. Of the Landmark Trees surveyed, 32 will require pruning to accommodate the proposed permanent features of the project or the necessary clearance for access during construction. Said pruning will require a tree work permit from the Community Development Department, must be performed by an arborist certified with the International Society of Arboriculture, and must conform with all applicable City standards and policies.

Prior to the onset of construction, the project proponent will be required to establish a tree protection zone (TPZ) by enclosing all Landmark Trees to be retained in high-visibility exclusionary fencing affixed with weatherproof warning signs. Said fencing shall encompass as much of the critical root zone as possible in order to allow for the work and shall remain in place for the duration of the project.

Five oaks within the project area are located within the footprint of the proposed project improvements or are otherwise in such close proximity that the necessary pruning would constitute a critical impact resulting in the likely death of the tree. If the SacRT Light Rail Modernization Double Track Project is to move forward, these five oaks will need to be removed. The five oaks are delineated in Table 1 below, followed by staff’s assessment of

applicability for each of the three findings in Section 12.16.170(D)(2) in consideration of declassification of the subject Landmark Trees.

**Table 1
Oaks Proposed for Removal**

Tag #	Common Name	Botanical Name	Condition	DSH
4880	Blue oak	<i>Quercus douglasii</i>	Good	21"
4882	Interior live oak	<i>Quercus wislizeni</i>	Good	7"
4885	Interior live oak	<i>Quercus wislizeni</i>	Good	1"
4893	Interior live oak	<i>Quercus wislizeni</i>	Good	1"
4894	Valley oak	<i>Quercus lobata</i>	Good	2"
			TOTAL	32"

The trees have significantly deteriorated in health or appearance

Based on the information provided in the arborist report, which has been verified by the Urban Forester, the subject five oaks are in good condition. Therefore, this finding would not apply in consideration for declassification of the Landmark Tree designation.

The trees no longer have habitat value

Native oaks (genus *Quercus*) are keystone species, supporting more life-forms than any other tree genus. As such, this finding would not apply in consideration for declassification of the Landmark Tree designation.

The trees prevent reasonable use of the property

As described in the paragraphs above and illustrated in the supplemental documents attached to this report, SacRT contends that the five subject trees cannot feasibly be retained concurrently with their project as presently designed. Staff have reviewed the application documents and confirmed that the Light Rail Modernization project as designed is not compatible with the retention of oak #s 4880, 4882, 4885, 4893, and 4894.



CONCLUSION

The Urban Forester has confirmed the SacRT Light Rail Modernization endeavor cannot proceed congruently with retention of Landmark Tree #s 4880, 4882, 4885, 4893, and 4894 as the project is currently designed. Thus, staff agree that a finding can reasonably be made for declassification under Folsom Municipal Code 12.16.170(D)(2)(3): *The tree(s) prevents reasonable use of the property.*

As such, staff recommends the City Council adopt Resolution No. 11159 – *A Resolution to Declassify Five Landmark Trees within the Joint Powers Authority Landmark Grove to Allow for Removal as Part of the Sacramento Regional Transit Light Rail Modernization 15 Minutes to Folsom Project* with the expectation that the project proponent will remove and mitigate the subject trees in accordance with the Chapter 12.16 of the Folsom Municipal Code.

FINANCIAL IMPACT

The applicant has supplied the \$287 application fee for declassifying a Landmark Tree designation. If approved by City Council, the resolution to declassify the subject trees will allow the applicant to submit a tree removal permit and associated mitigation in-lieu fees (estimated at \$8,000) to the Community Development Department.

Pursuant to Section 12.16.160 of the Folsom Municipal Code, the anticipated mitigation fees will be deposited into the City's Tree Planting and Replacement Fund, which is utilized for tree planting projects, administration of supplemental tree programs, and maintenance of Landmark Trees.

ENVIRONMENTAL REVIEW

In consideration of environmental impacts, SacRT prepared an Initial Study and Mitigated Negative Declaration (IS/MND) for the project in January of 2020 in accordance with the California Environmental Quality Act (CEQA). The study found that a less-than significant impact on air quality and biological resources is expected from the project as a result of tree removals contingent upon the preparation of an arborist survey and mitigation for the tree removals through either a tree replacement plan or payment of in-lieu fees in conformance with local jurisdictional policies.

In keeping with the findings of the IS/MND, SacRT has acquired an arborist survey and plans on mitigating for the removal of the five subject trees through payment of the associated in-lieu fees as outlined in Section 12.16.150 of the Folsom Municipal Code.

The full IS/MND document can be accessed by visiting: https://www.sacrt.com/apps/wp-content/uploads/Folsom-Gold-Line-Double-Track-Final-IS-MND_Jan-2020.pdf

ATTACHMENTS

1. Resolution No. 11159 - A Resolution to Declassify Five Landmark Trees within the Joint Powers Authority Landmark Grove to Allow for Removal as Part of the Sacramento Regional Transit Light Rail Modernization 15 Minutes to Folsom Project.
2. SacRT Letter of Justification
3. Arborist Report
4. Light Rail Modernization Improvement Plan Excerpt
5. Resolution No. 5911
6. Current Map of Landmark Trees

Submitted,



PAM JOHNS
Community Development Director

ATTACHMENT 1

**RESOLUTION NO. 11159 - A RESOLUTION TO DECLASSIFY FIVE
LANDMARK TREES WITHIN THE JOINT POWERS AUTHORITY
LANDMARK GROVE TO ALLOW FOR REMOVAL AS PART OF
THE SACRAMENTO REGIONAL TRANSIT LIGHT RAIL
MODERNIZATION 15 MINUTES TO FOLSOM PROJECT**

RESOLUTION NO. 11159

A RESOLUTION TO DECLASSIFY FIVE LANDMARK TREES WITHIN THE JOINT POWERS AUTHORITY LANDMARK GROVE TO ALLOW FOR REMOVAL AS PART OF THE SACRAMENTO REGIONAL TRANSIT LIGHT RAIL MODERNIZATION 15 MINUTES TO FOLSOM PROJECT

WHEREAS, Section 12.16.020 of the Folsom Municipal Code defines Landmark Trees as a tree or group of trees determined by the City Council to confer a significant community benefit to the general public due to the size, age, location, historic association or ecological value; and

WHEREAS, Resolution No. 5911 – *A Resolution Establishing Landmark Tree Designation at the JPA Right-of-Way on Folsom Boulevard Between Bidwell Street and Blue Ravine Road* was adopted on March 9, 1999, to underscore the historical and habitat contribution of the native grove along Folsom Boulevard JPA scenic corridor. The associated staff report also called attention to the possibility that the Joint Powers Authority (JPA), as the property owner, may potentially need to declassify one or more Landmark Trees for light rail improvements in the future; and

WHEREAS, the City of Folsom Urban Forester has conducted a review of an application to declassify five oaks within the abovementioned Landmark grove in anticipation of removal for the SacRT Light Rail Modernization 15 Minutes to Folsom Project and confirmed retention of the subject trees conflicts with the project as designed; and

WHEREAS, the Community Development Department has recommended that the oaks with affixed tag numbers 4880, 4882, 4885, 4893, and 4894 qualify for declassification of Landmark Tree status for the reason that they prevent reasonable use of the property; and

WHEREAS, notice has been given in the manner required by City Code; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby finds the SacRT Light Rail Modernization 15 Minutes to Folsom project cannot move forward unless the Landmark oaks affixed with tag numbers 4880, 4882, 4885, 4893, and 4894 are removed and there are no reasonable alternative measures to construct the project as designed and retain the trees; and

BE IT FURTHER RESOLVED that following declassification of the oaks affixed with tag numbers 4880, 4882, 4885, 4893, and 4894, the SacRT Light Rail Modernization 15 Minutes to Folsom project proponent will obtain a tree removal permit and mitigate the subject oaks pursuant to Section 12.16.150 of the Folsom Municipal Code; and

BE IT FURTHER RESOLVED that all other trees within the JPA Landmark Grove shall be protected and managed consistent with ANSI A300 Standards, the International Society of Arboriculture's most recent *Best Management Practices* publications, and all applicable City of

Folsom standards and policies for the duration of the SacRT Light Rail Modernization 15 Minutes to Folsom project; and

BE IT FURTHER RESOLVED that the oaks affixed with tag numbers 4880, 4882, 4885, 4893, and 4894 as shown on Exhibit A, are hereby declassified from Landmark Tree status under Chapter 12.16 of the Folsom Municipal Code.

PASSED AND ADOPTED this 23rd day of January, 2024, by the following roll-call vote:

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

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Exhibit A
Site Map



Annotated excerpt from the arborist report prepared by Dokken Engineering calling out the five oaks proposed for declassification

ATTACHMENT 2

SACRAMENTO REGIONAL TRANSPORTATION DISTRICT LETTER OF JUSTIFICATION



**Sacramento Regional
Transit District**
A Public Transit Agency
and Equal Opportunity Employer

Administrative Offices
1400 29th Street
Sacramento, CA 95816
916-321-2800

Mailing Address
P.O. Box 2110
Sacramento, CA 95812-2110

Human Resources
2810 O Street
Sacramento, CA 95816
916-556-0299

**Customer Service &
Sales Center**
1225 R Street
Sacramento, CA 95811

**Route, Schedule & Fare
Information**
916-321-BUSS (2877)
TDD 916-483-HEAR (4327)
sacrt.com

Public Transit Since 1973

VIA EMAIL TRANSMISSION ONLY

December 11, 2023

Atte: Bryan Holm
City Hall
50 Natoma Street
Folsom CA, 95630

Re: Rail Modernization – 15 Minute Service to Folsom Project

Subject: Tree Removal Justification Memo

There are four trees that require removal to construct Track Work as part of the SacRT 15 Minute Service to Folsom Project as shown on the attached plan sheet C-011. The Mitigation Monitoring and Reporting Plan approved 10/13/2021 requires a tree removal permit from the City of Folsom.

The Folsom City Arborist has informed us that these trees are part of a Landmark Grove that was designated by the City Council approximately 30 years ago; and that these trees cannot be removed from a Landmark Grove without first having them “declassified” by the City Council. In order for the Council to make this declassification, they need to determine one of the following:

1. The tree is dead or dying with no reasonable alternative measures available to improve tree condition (i.e., mulching, irrigating, pruning, cabling, etc.); or
2. The tree no longer has habitat value; or
3. The tree prevents reasonable use of the property, and no feasible alternative measures exist to retain the subject tree concurrently with a specified reasonable use.

Unfortunately, per Item 3 above, there are no feasible alternatives that exist to retain the trees and deliver the project as planned due to the site constraints of adjacent roadways, dynamic train envelope, overhead catenary system, and sight distance.

Please accept this letter as justification to remove the trees shown on Plans sheet C-011. Your timely consideration is appreciated as our contractor, Aldridge Electric Inc., did coordinate with the City well in advance, but we understand that our contractor was not provided the above requirements.

Sincerely,

DALIA SIDAHMED

*Resident Engineer
Engineering and Construction*

SACRAMENTO REGIONAL TRANSIT DISTRICT

c: (279) 234-6730

e: dsidahmed@sacrt.com

2811 O Street, Sacramento, CA 95816

ATTACHMENT 3

ARBORIST REPORT

Arborist Report

SacRT Folsom Light Rail Modernization Double Track Project (v3)



Prepared for:
The City of Folsom
50 Natoma Street
Folsom, California 95630

Prepared by:
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, California 95630

January 2024

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Chapter 1. Introduction

The Sacramento Regional Transit District (SacRT) proposes to construct the SacRT Folsom Light Rail Modernization Double Track Project (Project) along Folsom Boulevard at the Glenn/Robert G. Holderness Station between Glenn Drive and Parkshore Drive within the City of Folsom, California. This report presents the results of an arborist survey conducted to quantify tree resources present within the project footprint. In addition to relaying current size and health of each tree within the project area, this report also presents an assessment of the effects of the proposed project on each tree.

1.1. Project Description

SacRT proposes to improve its light rail service to Folsom along its Gold Line. The improvements would allow light rail trains to operate every 15 minutes from the Sunrise Station to the Historic Folsom Station, rather than the current 30 minutes. The improvements are part of the “Folsom Light Rail Modernization Project” that collectively includes new low-floor light rail vehicles, modification to station platforms to accommodate the new vehicles, and addition of new passing tracks and signalization. Current service between the Sunrise Station and the eastern terminus of the Gold Line at the Historic Folsom Station (at Leidesdorff Street and Folsom Boulevard) is impeded because only a single track provides service between these stations. To remedy this operational constraint, the proposed project includes “double tracking” (or installing a passing track) in two locations; updating the signal system that controls train movements so that trains will be able to operate inbound and outbound between the Sunrise and Historic Folsom Stations with little or no delay; adding a second loading platform at the Glenn and Hazel Stations; and modifying the existing platforms at these stations to accommodate the new low-floor light rail vehicles.

1.2. City of Folsom Tree Ordinance

The City regulates the removal, pruning, and impacts to Protected Trees under the Tree Preservation and Protection Ordinance (Chapter 12.16 of the Municipal Code). The ordinance defines Protected Trees as including Native Oak Trees, Heritage Trees, Landmark Trees, and Regulated Trees.

Native Oak Trees include: valley oak (*Quercus lobata*), blue oak (*Quercus douglasii*), interior live oak (*Quercus wislizeni*), and coast live oak (*Quercus agrifolia*) with a single trunk diameter at standard height (DSH) of 6 inches or greater or a combined DSH of 20 inches or greater for multi-stem trees.

Heritage trees include any tree on the City’s Master Tree List with a DSH over 30 for single stemmed trees or over 50 for multi-stemmed trees.

Landmark trees include any tree or group of trees that have been determined by the City Council to confer a significant community benefit to the general public.

Regulated trees include trees required by City zoning code such as parking lot shade, street trees, or trees required as conditions of a development project.

Chapter 2. Tree Survey Results

Mitigation ratios for Protected Trees varies depending on the ASCA Tree Rating System and the size of replacement trees. Protected trees rated 3, 4 or 5 in the ASCA Tree Rating System (**Table 1. ASCA Tree Rating System**) shall be replaced at a ratio of one-inch equivalent for every one-inch of DSH removed as shown in Table 2 (**Table 2. Tree Replacement Equivalency Table**). Protected Trees rated 2 shall be replaced at a ratio of 0.5-inch equivalent for every one-inch removed. Protected Trees rated 0 or 1 require no replacement or any other mitigation unless a Parking Lot Shading Tree or Street Tree replacement is required under the Zoning Code.

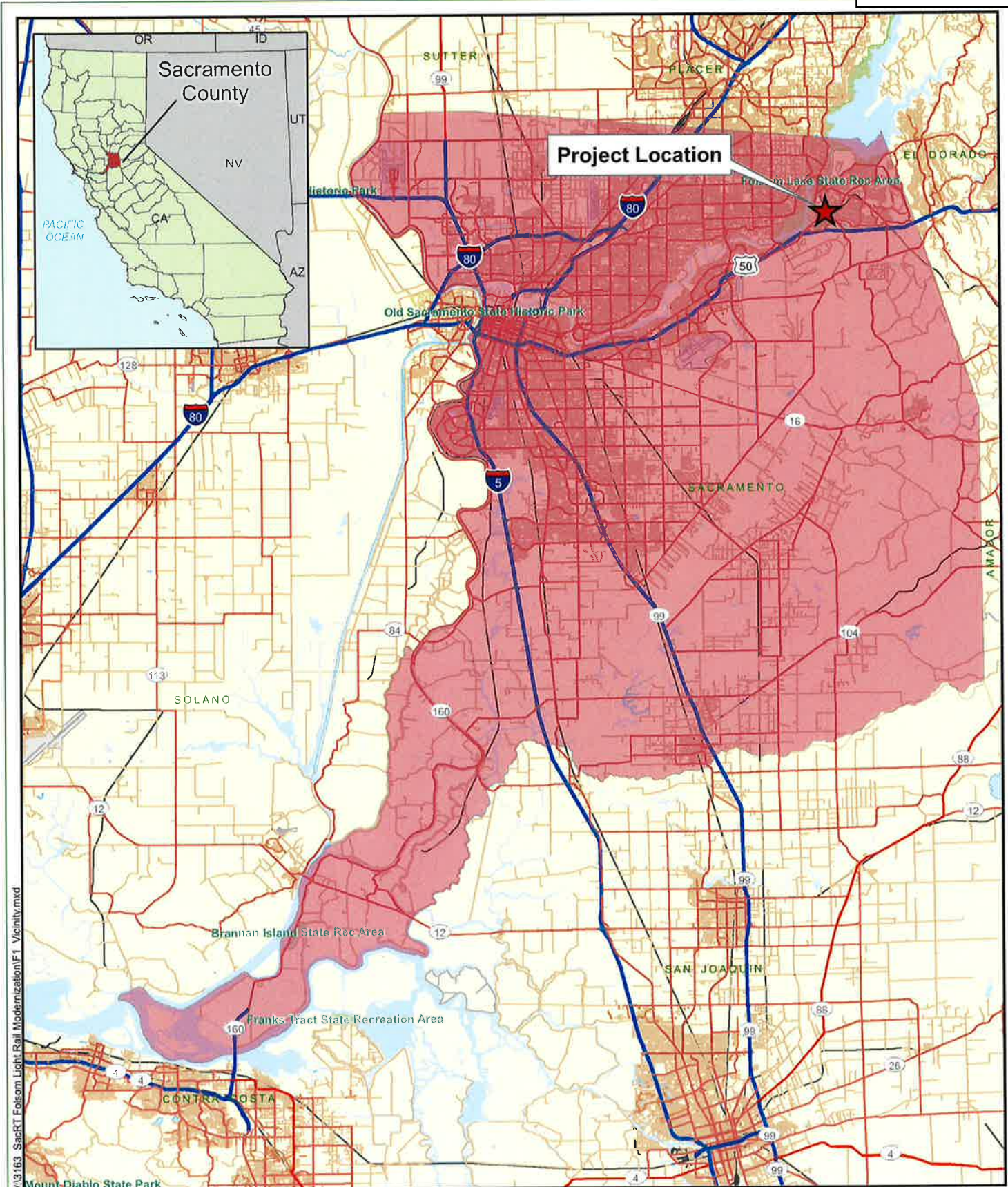
Mitigation may take the form of on-site planting, payment of in-lieu fees, or preservation of existing protected trees measuring one-inch DSH or greater. A combination of on-site replacement planting and payment of in-lieu fees may be used where the number of replacement trees cannot be accommodated on-site. The in-lieu payment shall be reduced based on the number of DSH inches of the replacement trees planted onsite. Mitigation may be waived if the City Arborist determines a tree proposed for removal poses a significant risk to health and safety.

Table 1. ASCA Tree Rating System

Rating	Rating No.	Rating Description
Excellent	5	No problem(s)
Good	4	No apparent problem(s)
Fair	3	Minor problem(s)
Poor	2	Major problem(s)
Hazardous or Non-correctable	1	Extreme problem(s)
Dead	0	Dead

Table 2. Tree Replacement Equivalency Table

Replacement Tree Size	DSH Equivalency
A sapling tree; or	0.5-inch DSH
Tree in container less than 15 gallons	0.5-inch DSH
15-gallon container tree	1-inch DSH
24-inch box tree	2-inch DSH
36-inch box tree	3-inch DSH



V:\3163_SacRT Folsom Light Rail Modernization\F1_Vicinity.mxd

Source: ESRI 2008; Dokken Engineering 11/30/2023; Created By: jharris

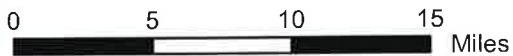


FIGURE 1
Project Vicinity

SacRT Folsom Light Rail
Modernization Project
Folsom, Sacramento County, California

1.3. Survey Methodology

The project area was surveyed by International Society of Arboriculture (ISA) certified arborist Scott Salembier (WE-12418A) on November 28, 2023 and December 22, 2023. Following clarification of project description, the surveyed trees were revisited on January 3, 2024 in order to evaluate potential effects to each tree. The results included in this report include all trees that meet the definition of a Protected Tree under the City Tree Ordinance that may be affected by the proposed project. The species of each tree was identified, and the location of each tree was mapped with GPS. The DSH of each stem was then measured with a diameter tape and recorded.

In accordance with the City tree ordinance, the DSH of multi-stem trees each stem was calculated by adding together the DSH of each stem. This combined DSH is used for determining if a tree qualifies as a heritage tree. In addition, for the purpose of calculating compensatory mitigation the extrapolated DSH was calculated by measuring the DSH of each stem and then taking the square root of the sum of each individual stem's DSH squared. Both combined and extrapolated DSH values are provided in the survey results.

Each tree was briefly inspected then rated according to the ASCA Tree Rating System for consistency with the City's tree ordinance. Dead trees were not recorded. Table 3 below includes the ASCA Tree Health Ratings.

Table 3. Tree Health and Structure Rating System

ASCA Tree Health Ratings		
5	Excellent	No evidence of disease or decline. Tree is exhibiting excellent vigor and strong consistent growth. Wounds are well closed with little to no sign of decay. No evidence of stress, nutrient deficiency, or insect infestation.
4	Good	Average or below-average deadwood/dieback for the age and species. Leaf size, color, and density typical for the species. Buds are normal size, viable, abundant, and uniform. Current and past growth increments are generally average or better. Wounds are well closed with little to no sign of decay. Very little evidence of stress, disease, nutrient deficiency, and/or insect infestation.
3	Fair	Above-average deadwood/dieback for the age and species. Leaf size and density below what is typically expected for the species. Leaves may be discolored, stunted, or deformed. Buds are normal size and viable but may be sparse. Current and past growth increments may be below average. Some wounds not closed. Some decay may be present. Some to moderate level of stress, nutrient deficiency, disease, and/or infestation.
2	Poor	Abundant deadwood/dieback. Leaf size and density are well below what is typically expected for the species. Leaves may be discolored or deformed from nutrient deficiency or infection. Few viable buds are present throughout the canopy. Current and past grown increments indicate minimal growth. Wounds show minimal closure. Decay may be present. The tree is strongly exhibiting signs of stress, nutrient deficiency, disease, and/or infestation. Tree is in decline.
1	Hazardous	Major structural hazards and/or severe decline leading to an elevated risk of major branch failure or complete tree failure. Tree is recommended for immediate removal.

Chapter 2. Tree Survey Results

A total of 67 trees were included in the survey results. Each tree was surveyed following the methods described in the previous chapter and was tagged with an aluminum tree tag. Table 4 lists each tree and that was found during the survey and identifies species, Combined DSH & Extrapolated DSH, ASCA Health Ranking, and Heritage Tree Status.

Table 4. Tree Survey Results

Tag #	Species	Combined DSH	Multi-Stem	Extrapolated DSH	ASCA Health Ranking	Heritage Status
4824	Interior live oak	47	Yes	34	Good	
4826	Valley oak	7		7	Good	
4827	Valley oak	31		31	Good	Yes
4828	Interior live oak	15		15	Good	
4829	Interior live oak	24	Yes	20	Good	
4830	Valley oak	11		11	Good	
4831	Valley oak	14		14	Good	
4832	Valley oak	13		13	Good	
4833	Black Walnut	20		20	Good	
4834	Interior live oak	25	Yes	11	Good	
4835	Valley oak	21		21	Good	
4836	Valley oak	31		31	Good	Yes
4837	Black Walnut	8		8	Good	
4838	Interior live oak	17		17	Good	
4839	Interior live oak	7		7	Good	
4840	Black Walnut	6		6	Good	
4841	Interior live oak	28		28	Good	
4843	Interior live oak	42	Yes	30	Good	
4844	Interior live oak	50	Yes	35	Good	Yes
4847	Interior live oak	27	Yes	19	Poor	
4848	Black Walnut	6		6	Good	
4849	Interior live oak	61	Yes	35	Good	Yes
4850	Interior live oak	121	Yes	47	Good	Yes
4851	Interior live oak	61	Yes	29	Good	Yes
4852	Interior live oak	124	Yes	48	Good	Yes
4853	Interior live oak	141	Yes	40	Poor	Yes
4854	Interior live oak	25	Yes	18	Good	
4855	Interior live oak	51	Yes	22	Good	Yes
4856	Interior live oak	44	Yes	17	Good	
4857	Interior live oak	25	Yes	15	Good	
4858	Interior live oak	13		13	Good	
4859	Interior live oak	7		7	Good	
4860	Interior live oak	10		10	Good	
4861	Interior live oak	13		13	Fair	
4862	Interior live oak	24		24	Fair	
4863	Interior live oak	10		10	Poor	

Chapter 2. Tree Survey Results

Tag #	Species	Combined DSH	Multi-Stem	Extrapolated DSH	ASCA Health Ranking	Heritage Status
4864	Interior live oak	24	Yes	17	Good	
4865	Interior live oak	60	Yes	35	Good	Yes
4867	Interior live oak	20	Yes	10	Good	
4868	Interior live oak	59	Yes	30	Good	Yes
4869	Interior live oak	66	Yes	30	Good	Yes
4870	Interior live oak	44	Yes	22	Good	
4871	Interior live oak	35	Yes	25	Good	
4872	Interior live oak	45	Yes	27	Good	
4873	Interior live oak	37		37	Good	Yes
4874	Interior live oak	28		28	Good	
4875	Interior live oak	10		10	Good	
4876	Interior live oak	23		23	Good	
4877	Interior live oak	11		11	Good	
4878	Interior live oak	16		16	Good	
4879	Interior live oak	8		8	Good	
4880	Blue Oak	21		21	Good	
4881	Interior live oak	19	Yes	10	Good	
4882	Interior live oak	7		7	Good	
4883	Interior live oak	11		11	Good	
4884	Interior live oak	78	Yes	40	Good	Yes
4885	Interior live oak	2	Yes	1	Good	
4886	Interior live oak	34	Yes	24	Good	
4887	Interior live oak	23	Yes	16	Good	
4888	Interior live oak	38		38	Good	Yes
4889	Interior live oak	5	Yes	4	Good	
4890	Interior live oak	1		1	Good	
4891	Interior live oak	1		1	Good	
4892	Interior live oak	1		1	Good	
4893	Interior live oak	1		1	Good	
4894	Valley oak	4	Yes	2	Good	
4895	Interior live oak	3		3	Good	

All trees found within the project area were in either good or fair health at the time of the survey except for two Interior Live Oaks (#4853 and #4863). The locations of all trees found within the project area are shown on Figure 3. Tree Survey Results.

2.1. Protected Tree Status

Native Oak Trees

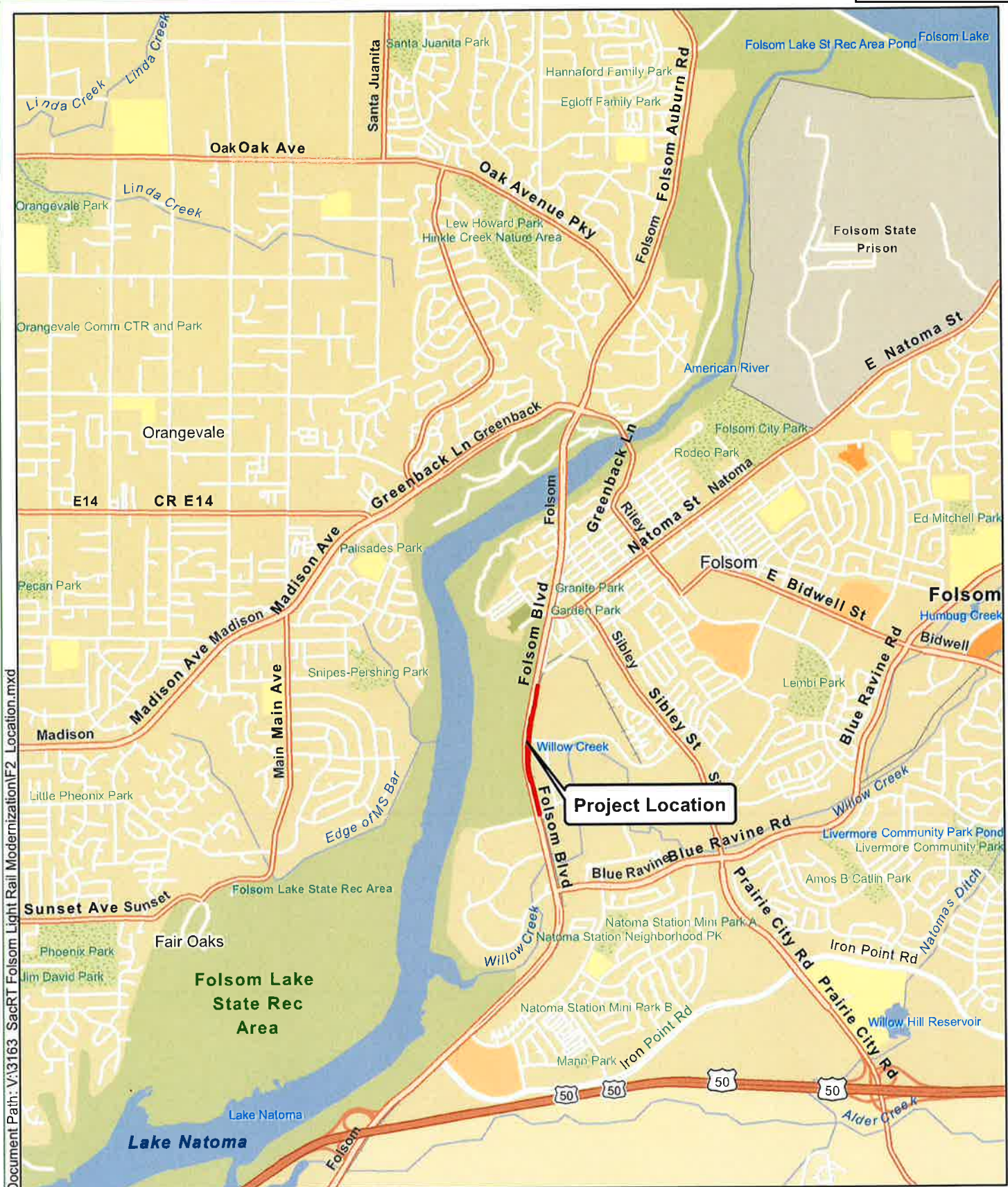
The survey area included 1 Blue oak, 47 interior live oaks, and 7 valley oaks that meet the minimum 6-inch DSH size criteria to be Protected Native Oak Trees under the City Ordinance.

Heritage Trees

The survey area included 1 valley oak and 14 interior live oaks that meet the minimum size criteria to Protected Heritage Trees under the City Ordinance.

Landmark Trees

Per conversations with the City Arborist, it was discovered that all trees within the JPA right-of-way along Folsom Boulevard between Bidwell Street and Blue Ravine were designated as a Landmark Grove by the City Council. Landmark trees may not be removed without prior declassification by the City Council. This includes every tree in the survey. In addition to the Native Oak Tree species reported above, an additional 7 interior live oaks and 1 valley oak with less than 6-inch DSH were included in the survey and are subject to Landmark tree provisions. A total of 67 trees were surveyed in the study area.



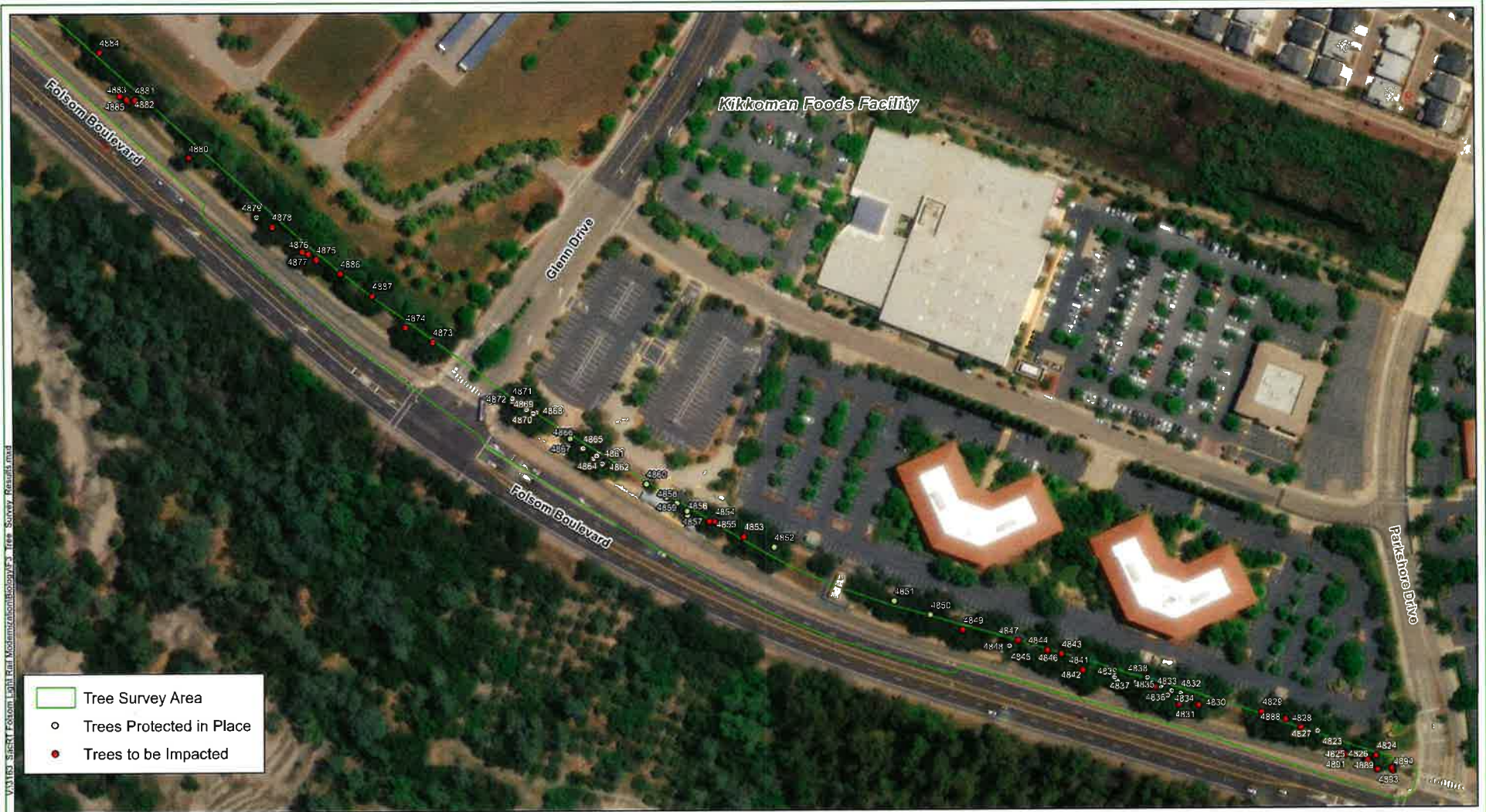
Document Path: V:\3163 SacRT Folsom Light Rail Modernization\F2 Location.mxd

Source: ESRI World Street Maps Online; Dokken Engineering 11/30/2023; Created By: jharris



FIGURE 2
Project Location

SacRT Folsom Light Rail
Modernization Double Track Project
Folsom, Sacramento County, California



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Created by: kjacobson, Date: 1/4/2024

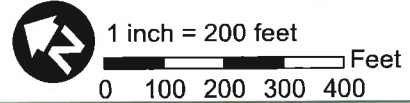


Figure 3
Tree Survey Results
SacRT Folsom Light Rail
Modernization Double Track Project

Chapter 3. Project Impacts & Discussion

3.1. Tree Impact Summary

Identification of the extent of project activities and footprint that will affect project area trees were gained through direction of the SacRT with additional clarification provided by the project contractor. These are as follows:

- Specific trimming and removal requirements for trees at the north end of the project alignment (trees with tag numbers 4880 to 4885)
- Clearance within 10 feet of the easternmost rail of the existing tracks (10-foot buffer) except for 1) trees adjacent to the existing Glenn Station which will be left as is, and 2) tree branches that arch over the 10-foot buffer and occur higher than the existing catenary poles will not be trimmed.
- Trees in the vicinity of a utility shed at the northeast corner of Glenn Drive and Folsom Boulevard will require trimming beyond the 10-foot buffer to allow for equipment access and clearance.

Of the 67 trees found within the Project Area, 5 must be removed and 32 must be trimmed. All 37 affected trees are in conflict with either permanent project features or access requirements during construction. Of the 37 trees, 29 are of sufficient girth to be protected by the City tree ordinance and all 37 are part of the Landmark Grove designated by the City Council. Two of the trees meet the minimum size requirements to be heritage trees. Of the 37 trees, 16 have multiple trunks and the extrapolated DSH for mitigation purposes was calculated by taking the square root of the sum total of each individual stem diameter squared in accordance with the City’s tree ordinance. Trees impacted by the project are listed in Table 6 below.

Table 5. Trees Impacted by the Project

Tag #	Species	Multi-Stem?	Combined DSH	Extrapolated DSH	Heritage Status	Impact Type
4824	Interior live oak	(18+29)	47	34		Trim
4826	Valley oak	No	7	7		Trim
4828	Interior live oak	No	15	15		Trim
4829	Interior live oak	(20+4)	24	20		Trim
4830	Valley oak	No	11	11		Trim
4831	Valley oak	No	14	14		Trim
4836	Valley oak	No	31	31	Yes	Trim
4841	Interior live oak	No	28	28		Trim
4843	Interior live oak	(20+22)	42	30		Trim
4844	Interior live oak	(27+23)	50	35	Yes	Trim
4847	Interior live oak	(11+16)	27	19		Trim
4849	Interior live oak	(21+21+19)	61	35	Yes	Trim
4853	Interior live oak	(17+8+9+9+13+8+12+10+4+8+13+14+4+12)	141	40	Yes	Trim
4854	Interior live oak	(11+14)	25	18		Trim
4855	Interior live oak	(13+6+11+8+9+4)	51	22	Yes	Trim

Chapter 3. Project Impacts and Discussion

Tag #	Species	Multi-Stem?	Combined DSH	Extrapolated DSH	Heritage Status	Impact Type
4873	Interior live oak	No	37	37	Yes	Trim
4874	Interior live oak	No	28	28		Trim
4875	Interior live oak	No	10	10		Trim
4876	Interior live oak	No	23	23		Trim
4877	Interior live oak	No	11	11		Trim
4878	Interior live oak	No	16	16		Trim
4880	Blue Oak	No	21	21		Remove
4881	Interior live oak	(6+5+4+4)	19	10		Trim
4882	Interior live oak	No	7	7		Remove
4883	Interior live oak	No	11	11		Trim
4884	Interior live oak	(24+22+16+16)	78	40	Yes	Trim
4885	Interior live oak	(1+1)	2	1		Remove
4886	Interior live oak	No	38		Yes	Trim
4887	Interior live oak	(20+14)	34	24		Trim
4888	Interior live oak	(13+10)	23	16		Trim
4889	Interior live oak	(3+2)	5	4		Trim
4890	Interior live oak		1	1		Trim
4891	Interior live oak		1	1		Trim
4892	Interior live oak		1	1		Trim
4893	Interior live oak		1	1		Remove
4894	Valley oak	(2+1+1)	4	2		Remove
4895	Interior live oak		3	3		Trim

The location of trees that will be impacted by the proposed project are shown on Figure 4. Tree Impacts. The remaining trees are located far enough away from proposed improvements that they can be protected in place for the duration of construction and will not need to be trimmed or removed. Details on tree trimming and justifications for tree removals are included on the following pages.



- Tree Survey Area
- Trees Protected in Place
- Trees to be Trimmed
- Trees to be Removed

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
 Created by: kjaacobson, Date: 1/4/2024

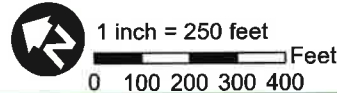
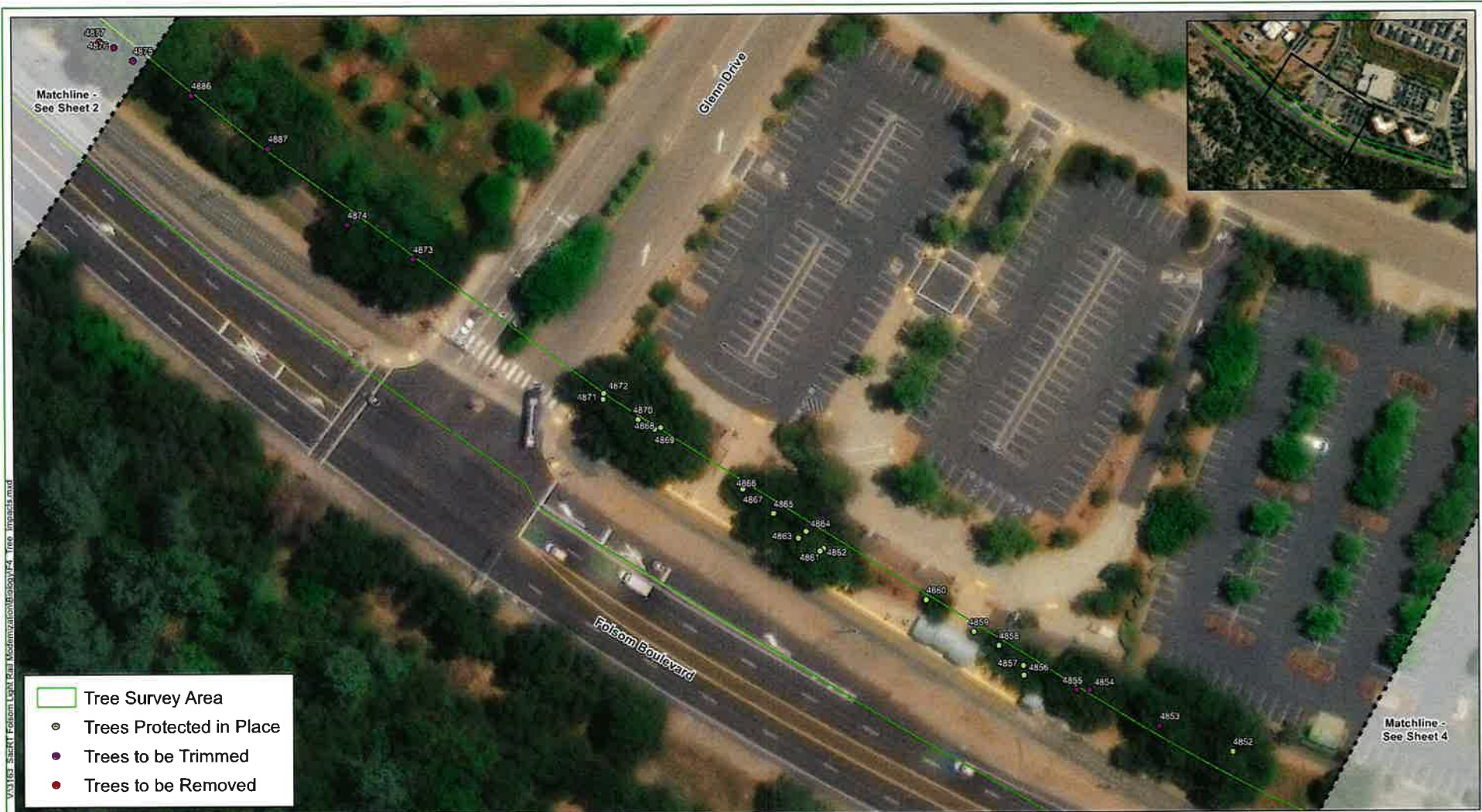


Figure 4
Tree Impacts Map
 Sheet 1 of 4
 SacRT Folsom Light Rail
 Modernization Double Track Project





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- Tree Survey Area
- Trees Protected in Place
- Trees to be Trimmed
- Trees to be Removed

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Created by: kjacobson, Date: 1/4/2024

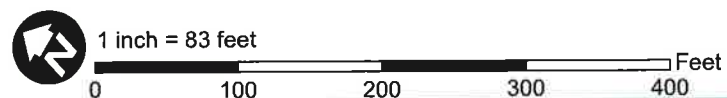


Figure 4
Tree Impacts Map
 Sheet 3 of 4
 SacRT Folsom Light Rail
 Modernization Double Track Project



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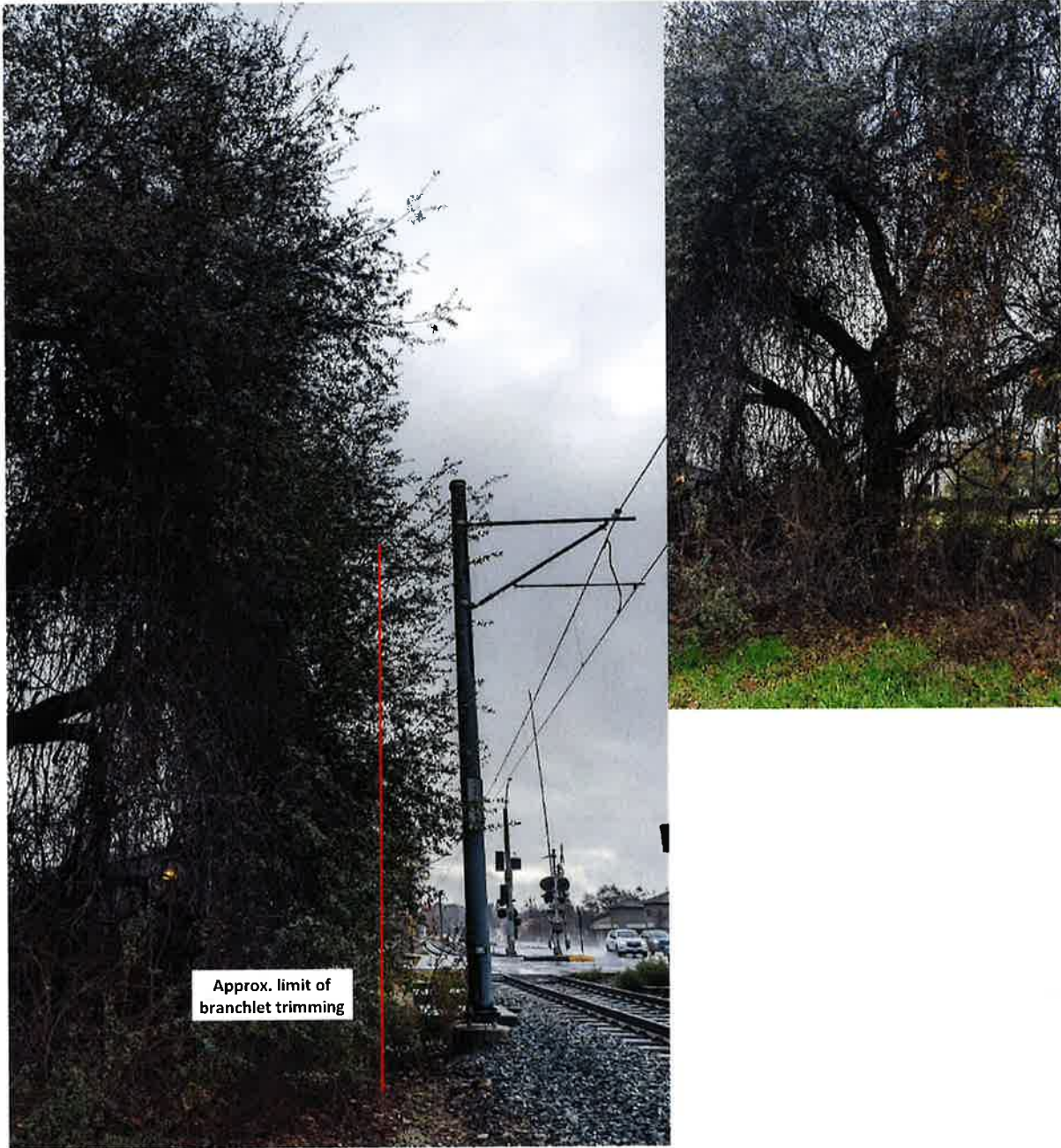
Source: Esri, Maxar, Earthstar* Geographics, and the GIS User Community
Created by: kjacobson, Date: 1/4/2024



Figure 4
Tree Impacts Map
 Sheet 4 of 4
 SacRT Folsom Light Rail
 Modernization Double Track Project

3.2. Tree Trimming Justifications

Tree 4824, Interior Live Oak, 18+29 Inches



Tree 4824 is a large 2-stemmed tree rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4826, Valley Oak, 7 Inches



Tree 4826 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes approximately 5 branchlets less than 1 inch in diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4828, Interior Live Oak, 15 Inches



Tree 4828 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes 5 lateral branches of 1–2-inch diameter and multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4829, Interior Live Oak 20+4 Inches



Tree 4829 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes 3 lateral branches of 2-3-inch diameter and a few branchlets less than 1 inch in diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4830, Valley Oak, 11 Inches



Tree 4830 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes a few branchlets less than 1 inch in diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4831, Valley Oak, 14 Inches



Tree 4831 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes 3 lateral branches of 1-2-inch diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4836, Valley Oak, 31 Inches



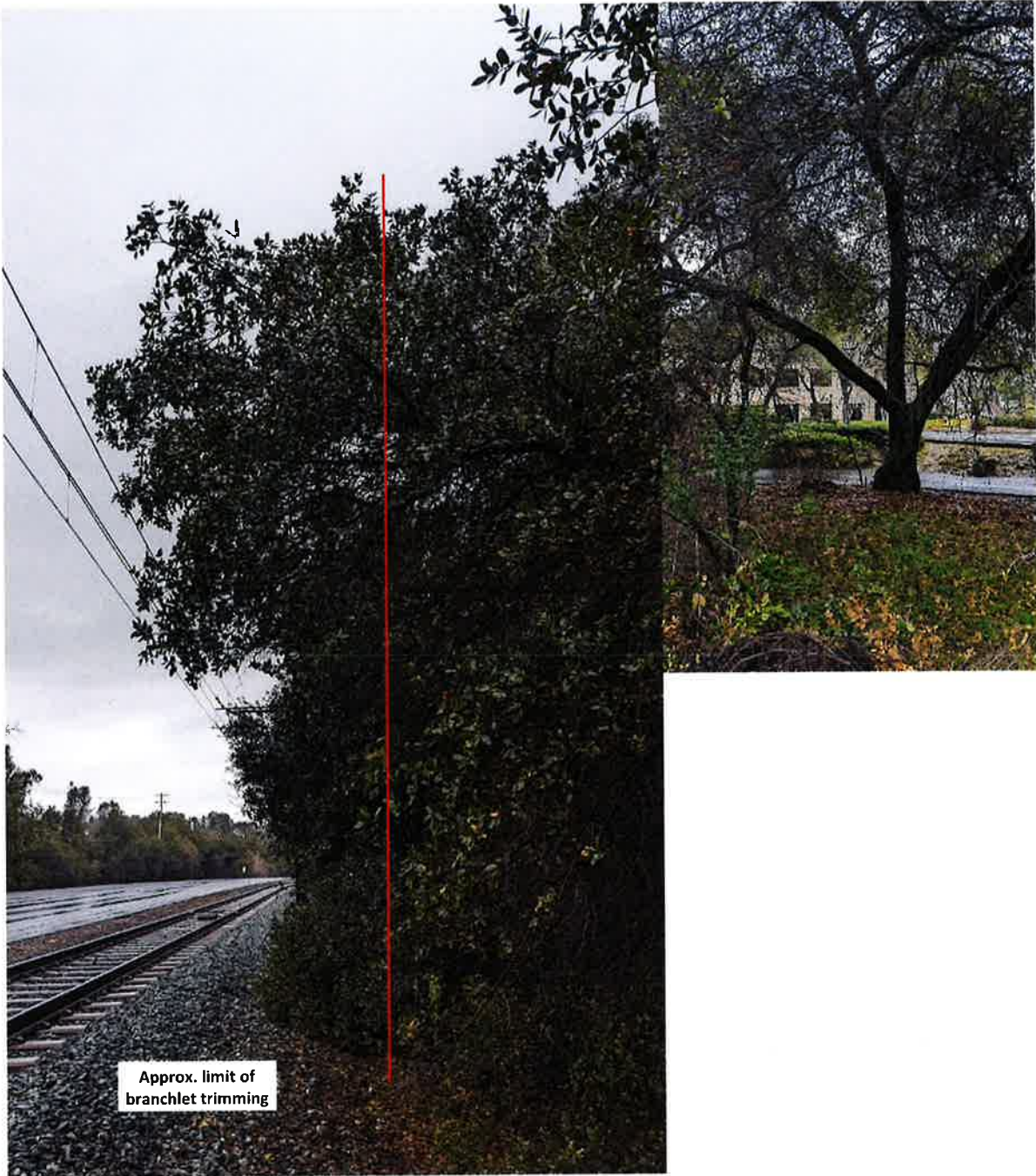
Tree 4836 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes 4 lateral branches of 1-2-inch diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4841, Interior Live Oak, 28 Inches



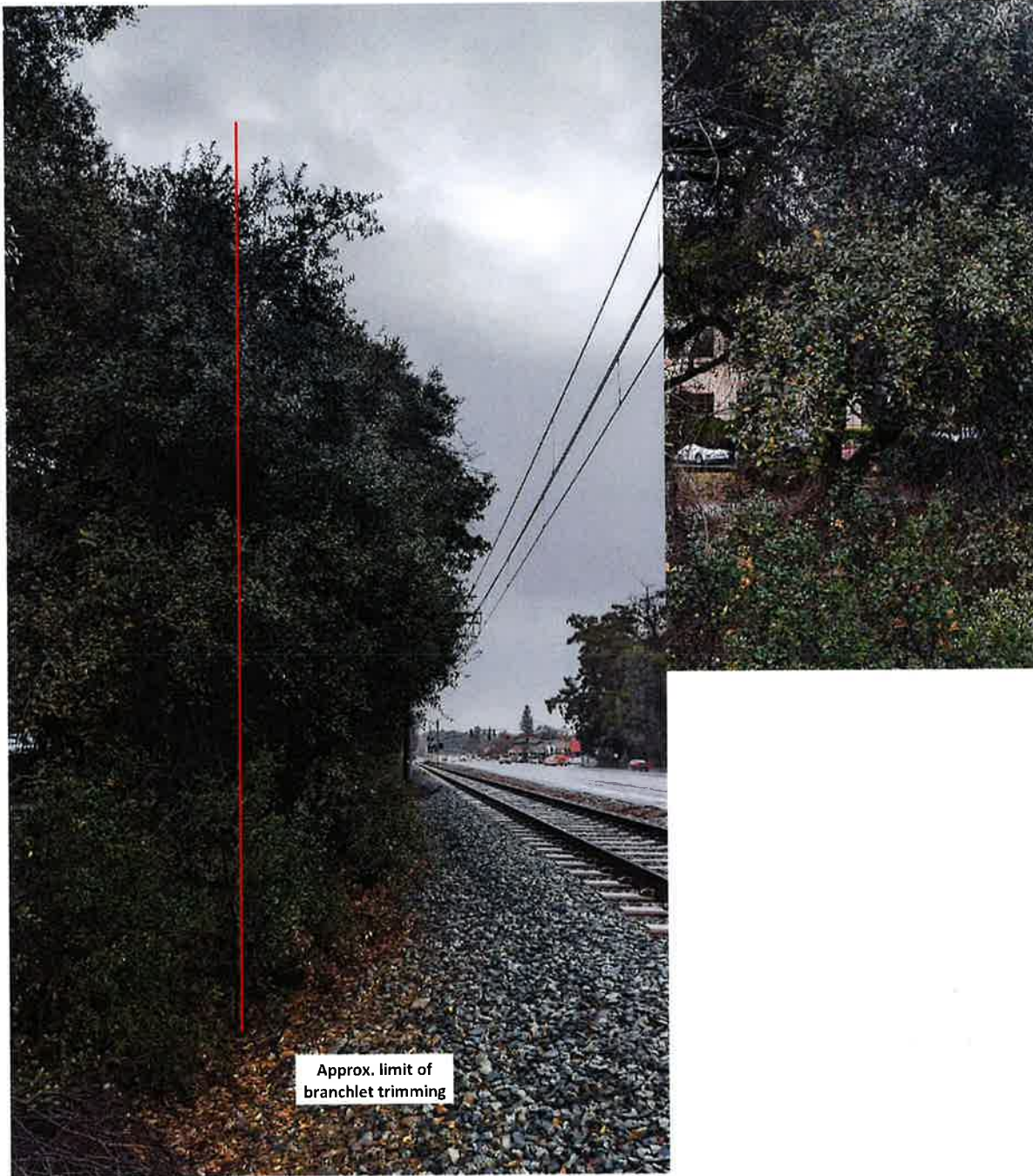
Tree 4841 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes 4 lateral branches of 1-inch diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4843, Interior Live Oak 20+22 Inches



Tree 4843 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one lateral branch of 3-inch, two of 2-inch, and two of 1-inch diameter, plus multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4844, Interior Live Oak, 27+23 Inches



Tree 4844 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one lateral branch of 4-inch, two of 2-inch, and four of 1-inch diameter, plus multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4847, Interior Live Oak, 11+16 Inches



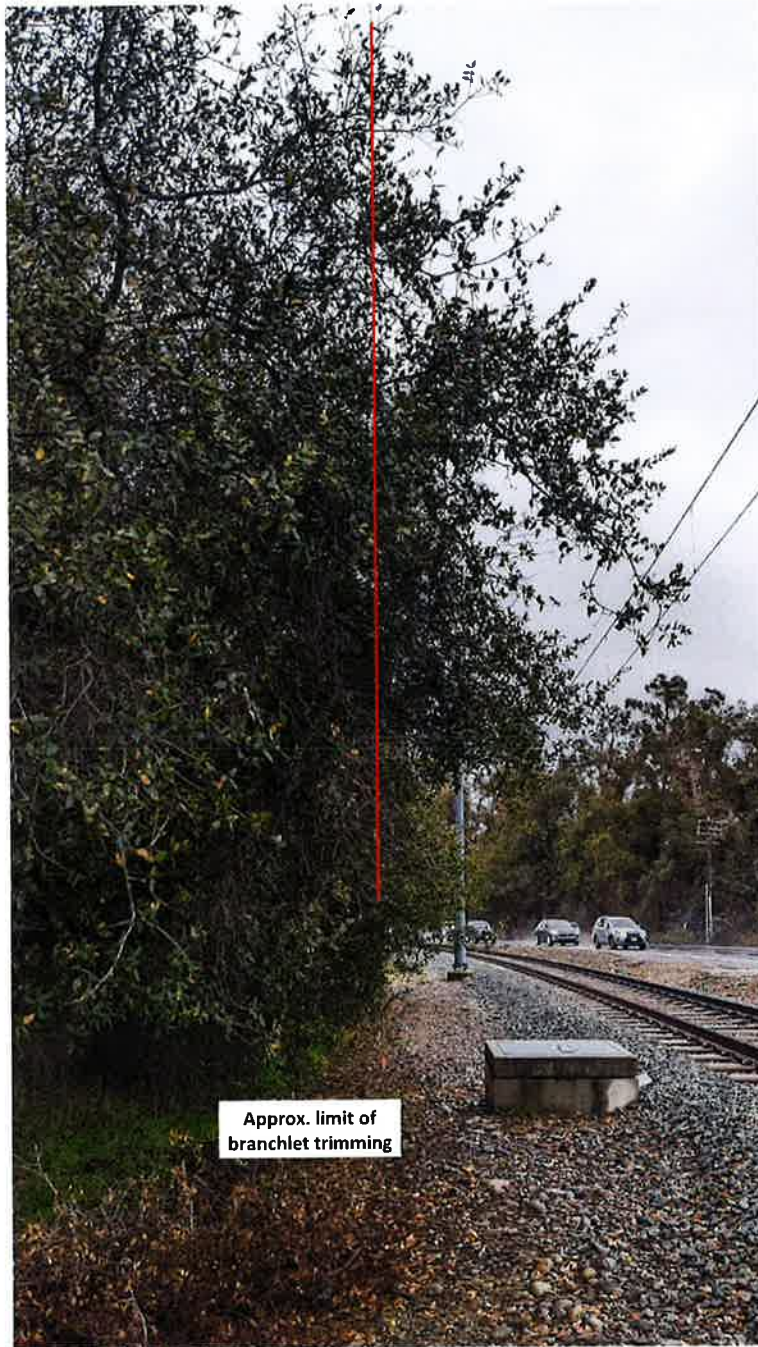
Tree 4847, in poor health, is rooted outside of the project footprint but ends of branch that extends into the construction area near to the ground will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. Trimming will remove approximately 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4849, Interior Live Oak, 21+21+19 Inches



Tree 4849 is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one lateral branch of 3-inch, two of 2-inch, and six of 1-inch diameter, plus multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4853, Interior Live Oak, 17+8+9+9+13+8+12+10+4+8+13+14+4+12 Inches



Tree 4853, in poor health, is rooted outside of the project footprint but ends of branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one lateral branch of 3-inch, one of 2-inch, and nine of 1-inch diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4854, Interior Live Oak, 11+14 Inches



Tree 4854 is rooted outside of the project footprint but ends of branch that extends into the construction area near to the ground will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes three lateral branches of 2-inch, and seven of 1-inch diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4855, Interior Live Oak, 13+6+11+8+9+4 Inches



Tree 4855 is rooted outside of the project footprint but ends of branches that extend into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes four lateral branches of 2-inch and five of 1-inch diameter, plus multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4873, Interior Live Oak, 37 Inches



Tree 4873 is rooted outside of the project footprint but ends of branches that extend into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one lateral branch of 3-inch, five of 2-inch and four of 1-inch diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4874, Interior Live Oak, 28 Inches



Tree 4873 is rooted outside of the project footprint but ends of branches that extend into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one lateral branch of 5-inch, three of 3-inch, ten of 2-inch and four of 1-inch diameter, plus multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 30% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4875, Interior Live Oak, 10 Inches



Tree 4875 is rooted outside of the project footprint but ends of branches extending into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes a few branchlets less than 1 inch in diameter. Trimming will remove less than 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4876, Interior Live Oak, 23 Inches



Tree 4876 is rooted outside of the project footprint but ends of branches extending into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4877, Interior Live Oak, 11 Inches



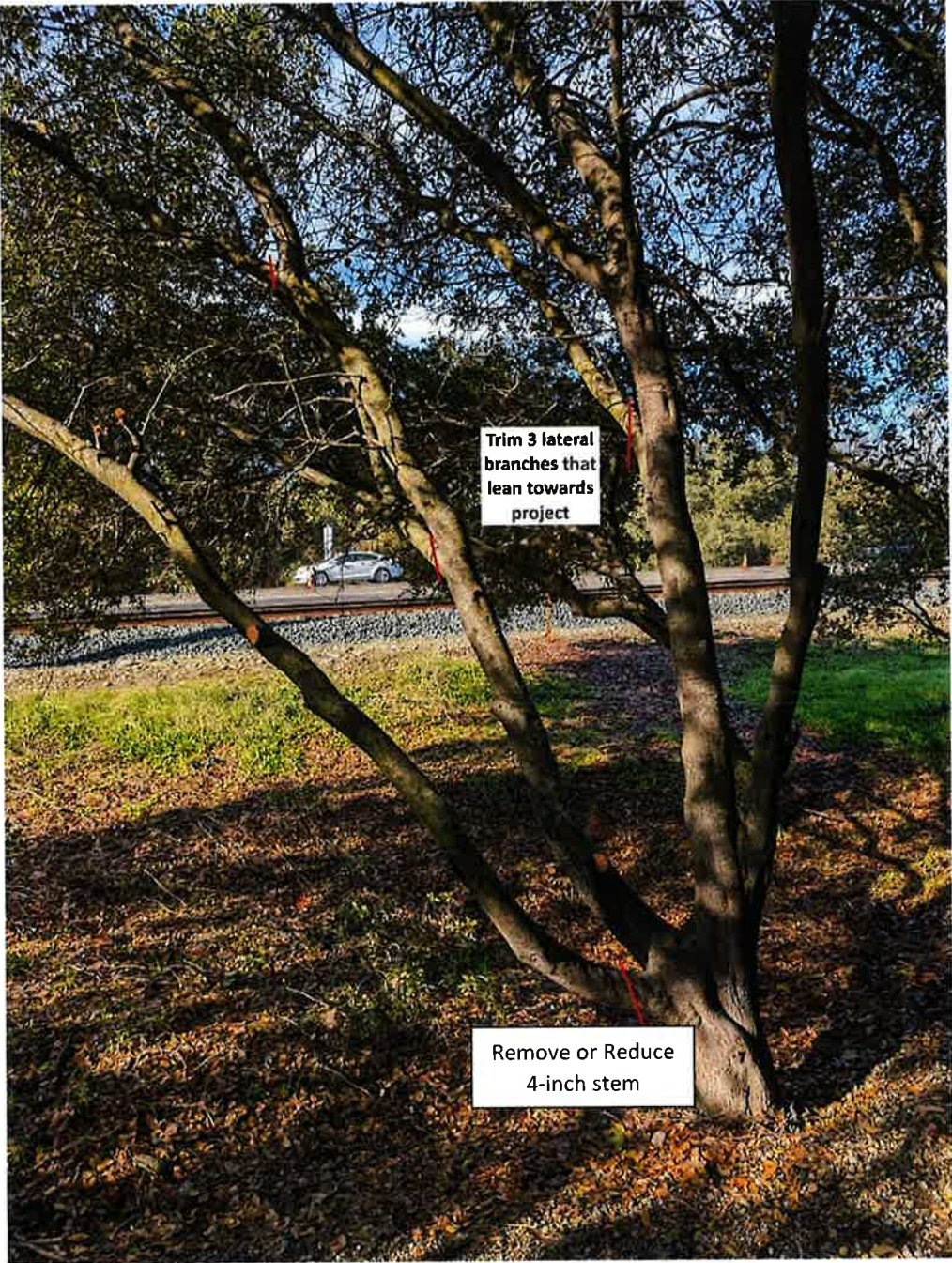
Tree 4877 is rooted outside of the project footprint but ends of branches extending into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4878, Interior Live Oak, 16 Inches



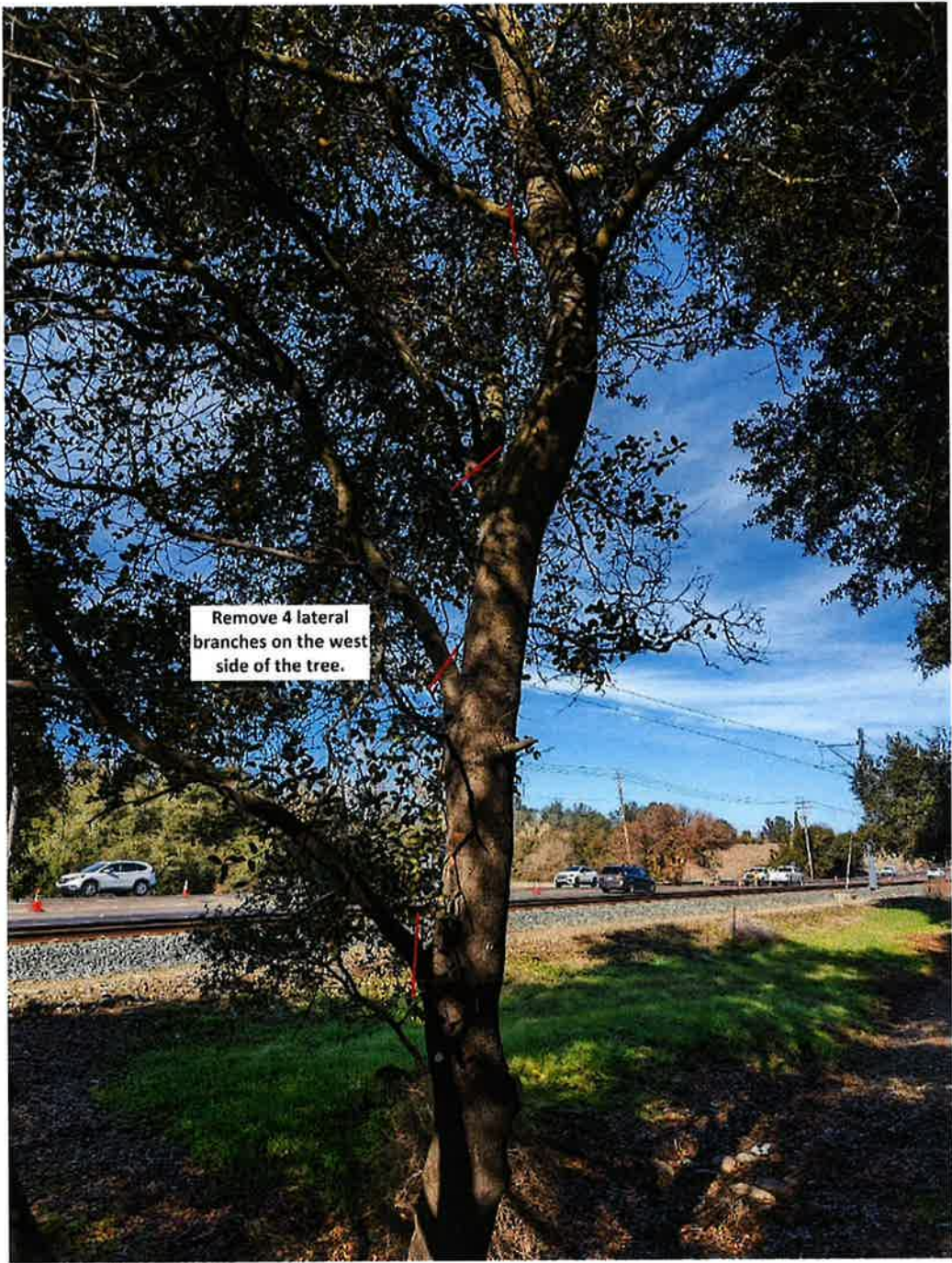
Tree 4878 is rooted outside of the project footprint but ends of branches that extend into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes three lateral branches of 2-inch diameter plus multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 30% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4881, Interior Live Oak, 6+5+4+4 Inches



Tree 4881 is rooted outside of the project footprint but branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes one 4-inch stem and three lateral branches between 2 and 3 inches in diameter totaling approximately 20% of the total canopy and is not expected to affect the long term health of the tree.

Tree 4883, Interior Live Oak, 11 Inches



Tree 4883 is rooted outside of the project footprint but branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes removing 4 lateral branches from the main leader. The upper canopy will remain untouched. Pruning will remove approximately 20% of the canopy and is not expected to negatively affect the long-term health of the tree.

Tree 4884, Interior Live Oak, 24+22+16+16 Inches



Tree 4884 is a large multi-stem tree with one of the stems growing almost horizontally out over the bike trail and into the construction area. This limb needs to be removed or reduced back to a strong lateral to gain vehicle access and clearance for the relocated overhead power lines for the light rail. Removing or reducing this stem will remove approximately 10% of the canopy and is not expected to adversely affect the health of the tree.

Tree 4886, Interior Live Oak, 20+14 Inches



Tree 4886 is rooted outside of the project footprint but branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. Trimming will remove less than 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4887, Interior Live Oak, 13+10 Inches



Tree 4887 is rooted outside of the project footprint but branches that lean towards the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. Trimming will remove less than 5% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4888, Interior Live Oak, 38 Inches



Tree 4888, located towards the southern end of the project alignment, is rooted outside of the project footprint but ends of branches that extend into the construction area will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes three lateral branches of 1-inch diameter. The canopy above catenary pole height overhangs the area needing trimming, so no canopy area will be affected. The trimming is not expected to affect the long-term health of the tree.

Tree 4889, Interior Live Oak, 3+2 Inches



Tree 4889, located towards the southern end of the project alignment, is a sapling rooted just outside of the project footprint with branches extending into the construction area that will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 50% of the canopy and is not expected to affect the long-term health of this healthy sapling.

Tree 4890, Interior Live Oak, 1 Inch



Tree 4890, located towards the southern end of the project alignment, is a sapling rooted just outside of the project footprint with branches extending into the construction area that will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes multiple branchlets less than 1 inch in diameter. Trimming will remove approximately 30% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4891, Interior Live Oak, 1 Inch



Tree 4891, located towards the southern end of the project alignment, is a sapling rooted just outside of the project footprint with branches extending into the construction area that will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes a few branchlets less than 1 inch in diameter. Trimming will remove approximately 20% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4892, Interior Live Oak, 1 Inch



Tree 4892, located towards the southern end of the project alignment, is a sapling rooted just outside of the project footprint with branches extending into the construction area that will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes a few branchlets less than 1 inch in diameter. Trimming will remove approximately 10% of the canopy and is not expected to affect the long-term health of the tree.

Tree 4895, Interior Live Oak, 3 Inches



Tree 4895, located towards the southern end of the project alignment, is a sapling rooted just outside of the project footprint with branches extending into the construction area that will need to be trimmed to allow for vehicle access and equipment clearance. Proposed trimming includes a few branchlets less than 1 inch in diameter. Trimming will remove approximately 20% of the canopy and is not expected to affect the long-term health of the tree.

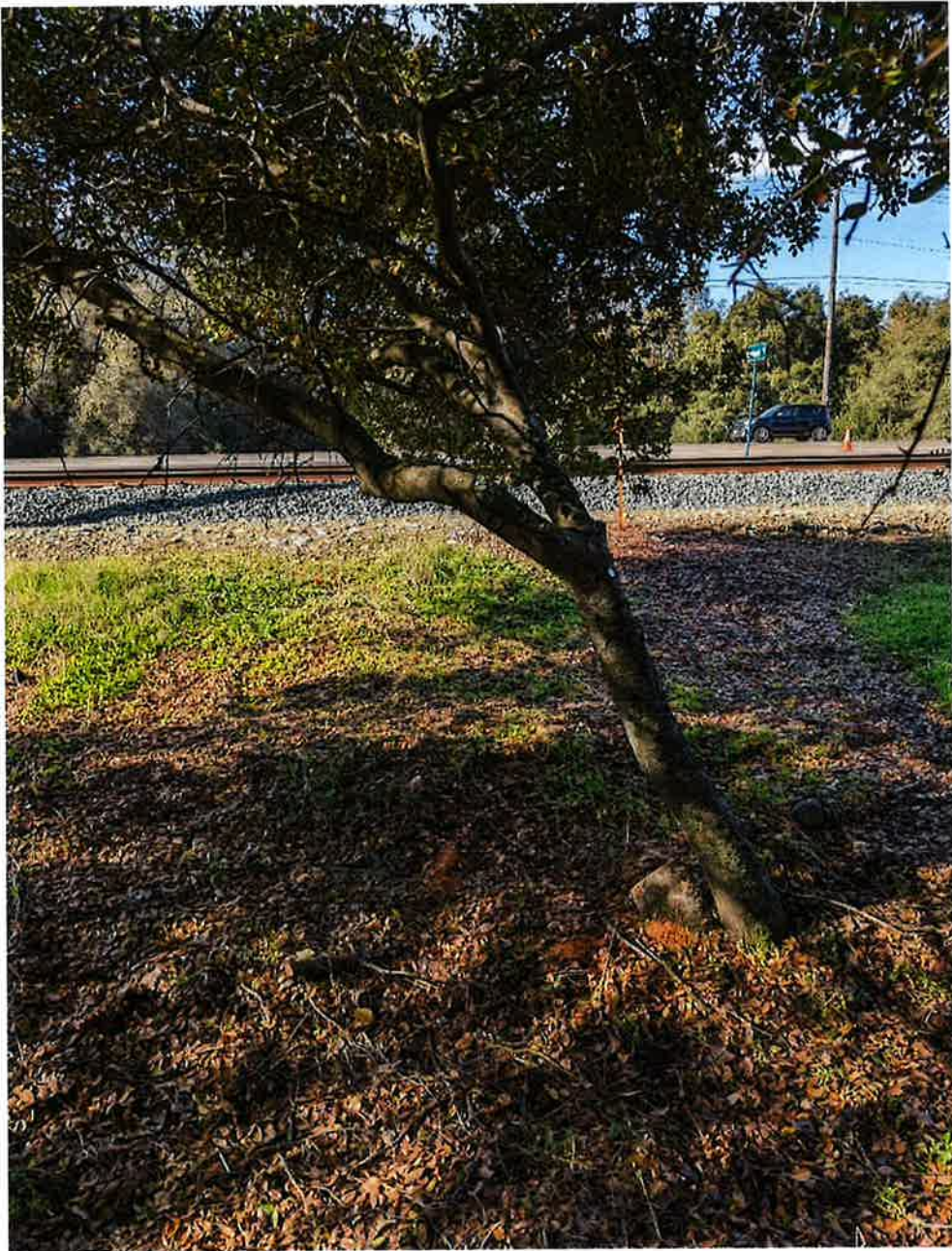
3.3. Tree Removal Justifications

Tree 4880, Blue Oak, 21 Inches



In order to retain tree 4880, SacRT would need to remove approximately 70% of the tree crown and grade and compact approximately 50% of the tree's critical root zone. These impacts are far greater than the recommended 25% maximum crown reduction for a single season and recommended 30% maximum critical root zone impact and are likely to cause significant health impacts to the tree. If left in place, the tree may survive for several years but would be at an increased risk of decline and failure. This risk is not acceptable in such close proximity to the light rail overhead powerlines and tracks and SacRT is proposing to remove the tree and pay the in-lieu fee.

Tree 4882, Interior Live Oak, 7 Inches



Tree 4882 is entirely within the fill slope for the new secondary light rail track and must be removed. Please note, when this tree was surveyed on November 28th, it had three stems, a 7-inch stem, an 8-inch stem, and a 5-inch stem. When the area was re-surveyed on December 22, 2023, it was noted that the 8-inch and 5-inch stems had been removed by someone not affiliated with the SacRT 15-minute light rail project. Numerous other trees along the adjacent bike trail had also recently been trimmed.

Tree 4885, Interior Live Oak, 1+1 inches



Tree 4885 is entirely within the fill slope for the new secondary light rail track and must be removed.

Tree 4893, Interior Live Oak, 1 Inch



Tree 4893, located towards the southern end of the project alignment, is a sapling rooted within the project footprint and will be removed.

Tree 4894, Valley Oak, 2+1+1 Inches



Tree 4894, located towards the southern end of the project alignment, is a sapling rooted within the project footprint and will be removed.

3.4. Tree Removal Mitigation

Compensatory mitigation for the 5 trees that must be removed will be required on an inch per inch basis before construction may proceed. Table 7 below lists these 5 trees and the DSH replacement mitigation requirement.

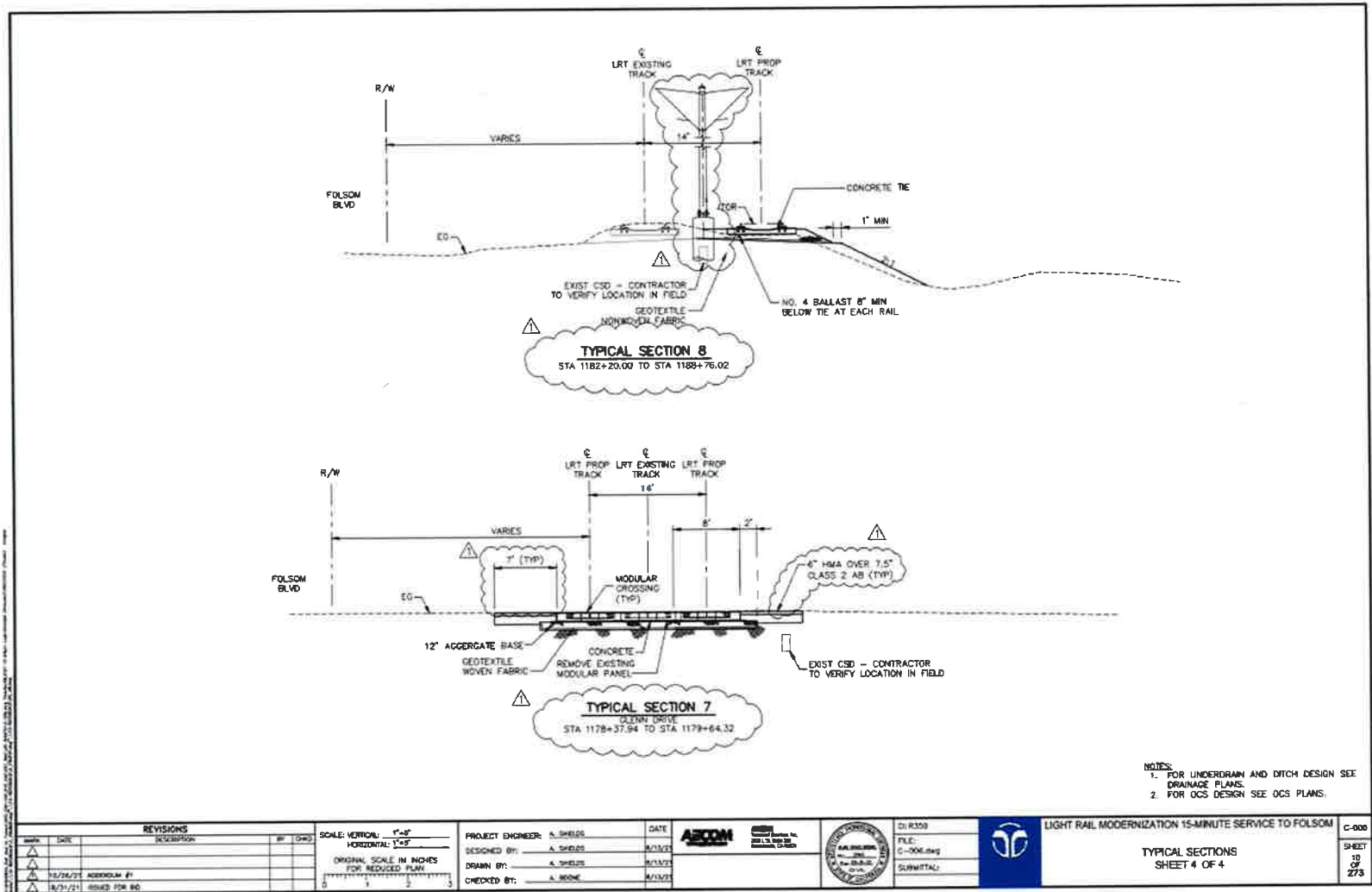
Table 6. Mitigation Requirement

Tag #	Species	Extrapolated DSH	ASCA Health Ranking	Replacement Ratio	DSH Replacement Requirement
4880	Blue Oak	21	Good	1:1	21
4882	Interior live oak	7	Good	1:1	7
4885	Interior live oak	1	Good	1:1	1
4893	Interior live oak	1	Good	1:1	1
4894	Valley oak	2	Good	1:1	2
Total DSH Replacement Requirement					32

Under the City's tree ordinance, mitigation may take the form of on-site planting, payment of in-lieu fees, or preservation of existing protected trees measuring one-inch DSH or greater.

SacRT is electing to mitigate for the removal of 32 DSH inches by paying the in-lieu fee. Current in-lieu fees are \$250/inch. In-lieu fee payment is estimated to be \$8,000.

ATTACHMENT 4
LIGHT RAIL MODERNIZATION IMPROVEMENT PLAN
EXCERPT



- NOTES:
1. FOR UNDERDRAIN AND DITCH DESIGN SEE DRAINAGE PLANS.
 2. FOR OCS DESIGN SEE OCS PLANS.

REVISIONS		
NO.	DATE	DESCRIPTION
1	12/24/22	ADD/DELTA #1
2	12/31/21	ISSUED FOR BD

SCALE: VERTICAL: 1"=4'
 HORIZONTAL: 1"=40'
 ORIGINAL SCALE IN INCHES FOR REDUCED PLAN

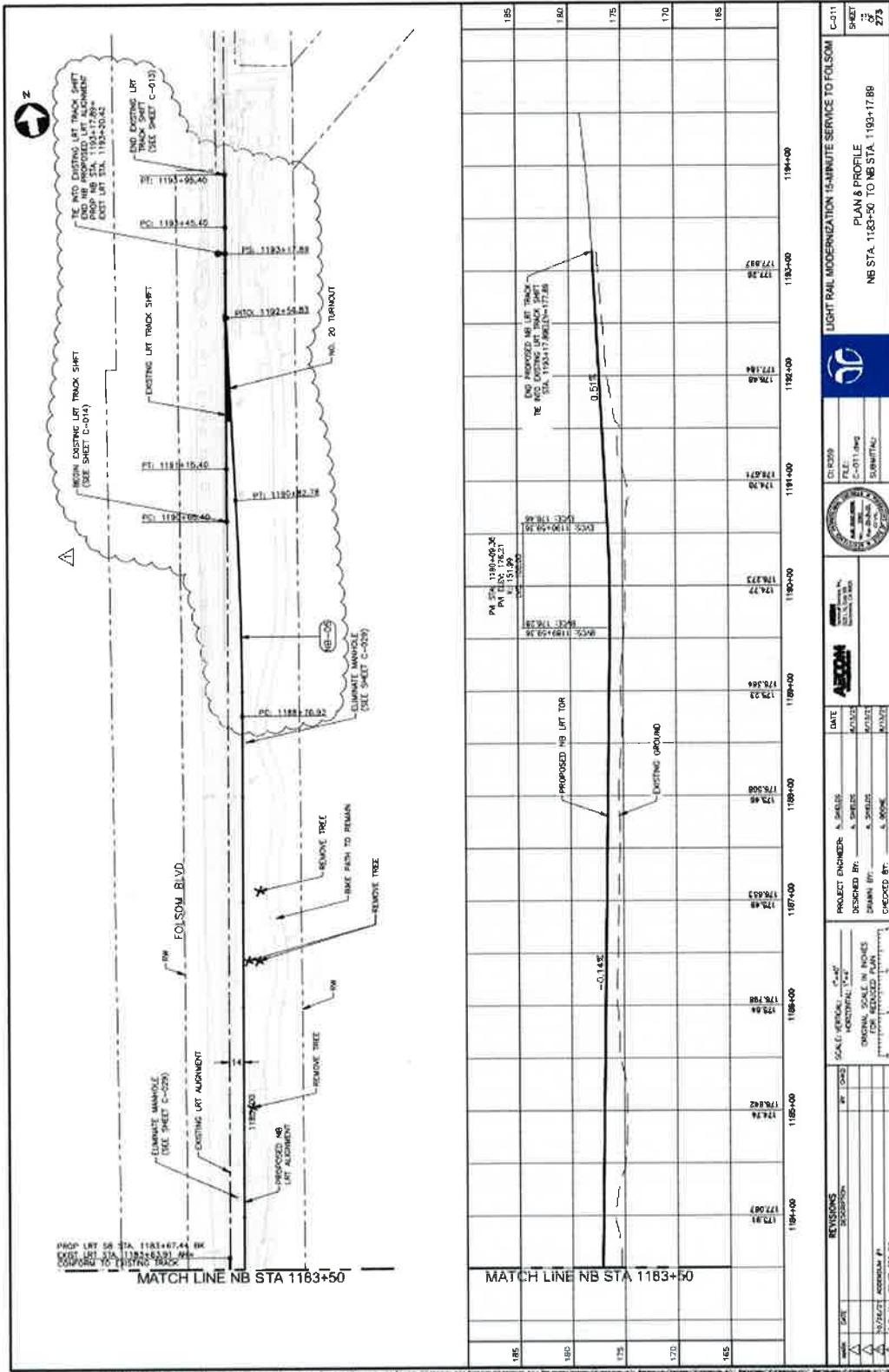
PROJECT ENGINEER: A. SHIELDS
 DESIGNED BY: A. SHIELDS
 DRAWN BY: A. SHIELDS
 CHECKED BY: A. MOORE



DATE: 12/13/22
 FILE: C-006.dwg
 SUBMITTAL:

LIGHT RAIL MODERNIZATION 15-MINUTE SERVICE TO FOLSOM
 TYPICAL SECTIONS
 SHEET 4 OF 4

C-000
 SHEET 10 OF 273



ATTACHMENT 5

RESOLUTION NO. 5911 – A RESOLUTION ESTABLISHING LANDMARK TREE DESIGNATION AT THE JPQ RIGHT-OF-WAY ON FOLSOM BOULEVARD BETWEEN BIDWELL STREET AND BLUE RAVINE ROAD

RESOLUTION NO. 5911

A RESOLUTION ESTABLISHING LANDMARK TREE DESIGNATION AT THE JPA RIGHT-OF-WAY ON FOLSOM BOULEVARD BETWEEN BIDWELL STREET AND BLUE RAVINE ROAD

WHEREAS, the City of Folsom's Tree Preservation Ordinance, Chapter 12.16 of the Folsom Municipal Code, establishes basic standards, measures and compliance to the preservation and protection of trees for the use and enjoyment of present and future generations; and

WHEREAS, the City of Folsom's Tree Preservation Ordinance, Section 12.16.090 of the Folsom Municipal Code, provides a means to designate Landmark Trees by Resolution of the City Council based upon one or more of the following attributes: 1) historical value; 2) excellent health rating; 3) outstanding habitat value; 4) unusual species; or 5) superior beauty; and

WHEREAS, the Planning, Inspections and Permitting Department has recommended that the City Council find that the grove of trees within the JPA right-of-way on Folsom Boulevard between Bidwell Street and Blue Ravine Road, based on the historical and habitat value along the Folsom Boulevard scenic corridor, be designated as Landmark Trees; and

WHEREAS, the Planning, Inspections and Permitting Department has recommended that the City Council find that an annual arborist evaluation of all the trees within the JPA right-of-way on Folsom Boulevard between Bidwell Street and Blue Ravine Road is not practical, and that staff determine when an arborist evaluation is warranted to monitor overall stand health; and

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

WHEREAS, this project is exempt from environmental review pursuant to Section 15307 of the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED by the Folsom City Council adopts this Resolution for the establishment of Landmark Trees located at the JPA right-of-way on Folsom Boulevard between Bidwell Street and Blue Ravine Road.

APPROVED AND ADOPTED this 9th day of March, 1999, by the following call vote:

AYES: Councilmembers: Aceituno, Dow, Drew, Howell, Miklos

NOES: Councilmembers: None

ABSTAIN: Councilmembers: None

ABSENT: Councilmembers: None



Mayor

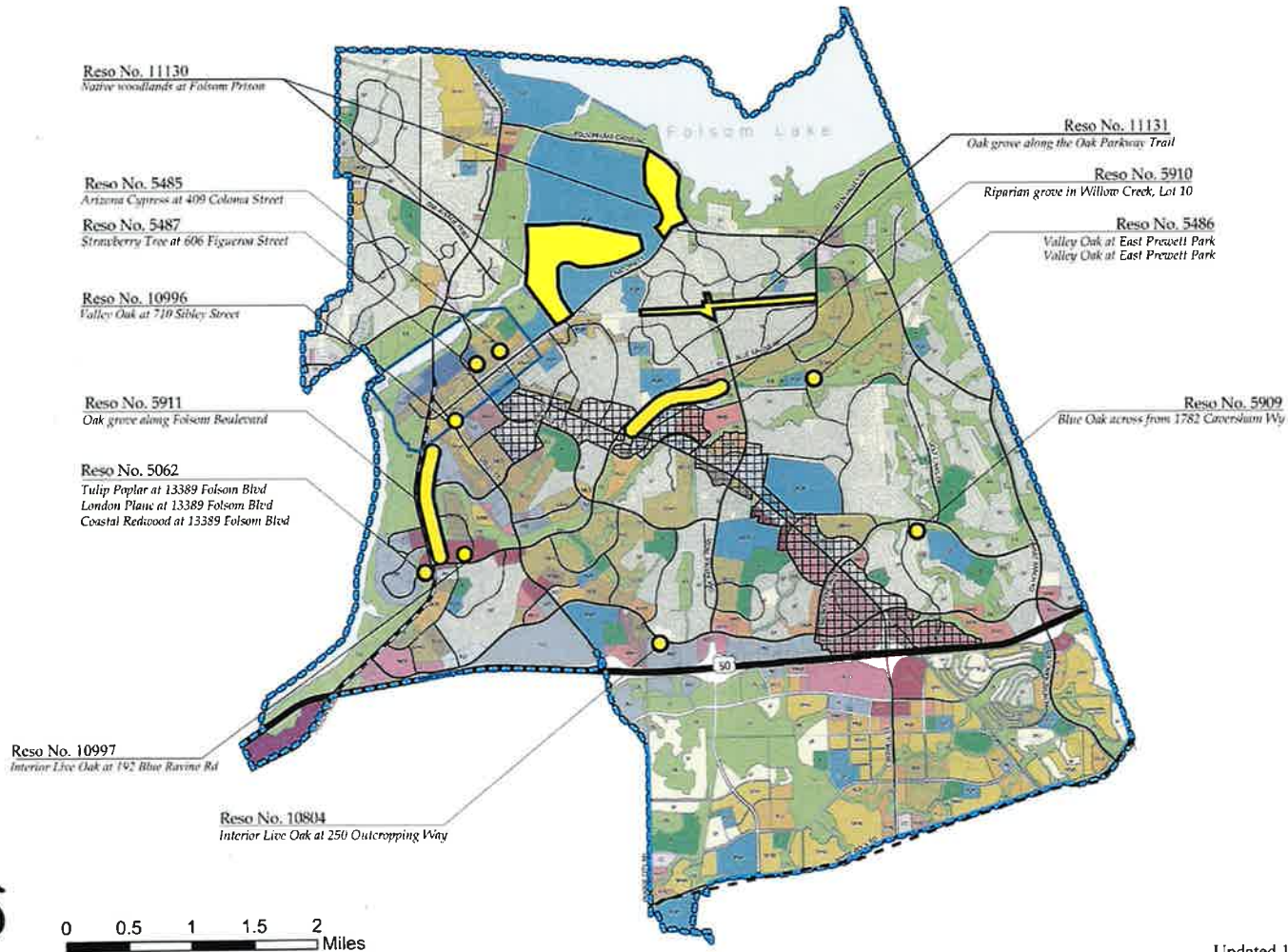
ATTEST:



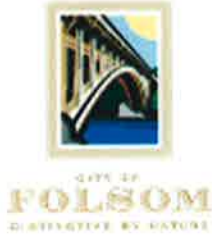
City Clerk

ATTACHMENT 6
CURRENT LANDMARK TREE MAP

Folsom Landmark Tree Map



Updated 1/18/2024



Folsom City Council Staff Report



MEETING DATE:	1/23/2024
AGENDA SECTION:	New Business
SUBJECT:	Resolution 11160 – Resolution Approving the North Alternative Alignment as the Preferred Alternative for the Folsom Boulevard Bicycle and Pedestrian Overcrossing Project and Authorize Staff to Apply for Grant Funding through Caltrans Cycle 7 Active Transportation Program
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Resolution approving the North Alternative Alignment as the preferred alternative for the Folsom Boulevard Bicycle and Pedestrian Overcrossing Project and authorize staff to apply for grant funding through Caltrans Cycle 7 Active Transportation Program.

BACKGROUND / ISSUE

In 2018, staff submitted an application as part of the Active Transportation Program (Cycle 4) grant funding opportunity for a Folsom Boulevard Bicycle and Pedestrian Overcrossing. In 2019, staff was informed that the project did not receive funding. The comments received from the application reviewers focused on the lack of public outreach. Understanding the need for a more robust public outreach process to support the project in the next grant funding opportunity, staff worked to secure funding for a feasibility study.

On August 26, 2022, the City of Folsom issued a Request for Proposal (RFP) for professional design services for the Folsom Boulevard Class I Overcrossing Feasibility Study. The RFP was distributed to qualified design consultants and advertised on CIPlist.com. The due date for the proposals was September 30, 2022, and three proposals were received. A full review of these proposals was performed by city staff from both the Public Works and Parks and Recreation departments. Dokken Engineering’s proposal demonstrated the expertise, capacity, and ability to complete the scope of services which entails project management, public workshop facilitation, bridge design, and cost estimation.

In December 2022 City Staff and the Dokken Engineering consultant team held a project kick-off meeting. In January 2023 staff and the consultant team held a meeting to walk the project site

boundaries with staff from State Parks and Sacramento Regional Transit (SacRT) to receive initial feedback on potential alignment issues.

On March 14, 2023, staff held an informational presentation for City Council to provide an overview and public outreach schedule for the Folsom Boulevard Pedestrian & Bicycle Overcrossing Feasibility Study.

On June 6, 2023, staff presented a project update to the Parks and Recreation Commission discussing the project study update and community feedback received regarding the overcrossing alternative alignments.

Community Outreach Process

As part of the feasibility study, an extensive outreach process was conducted which included two stakeholder meetings, two on-line surveys, and one community meeting. Staff collected feedback from over 500 City of Folsom residents and ten stakeholder groups. The process for the community outreach included the following steps:

Stakeholder Focus Group Meeting #1

On Tuesday, March 21, 2023, the staff and the consultant team held its first Stakeholder Focus Group Meeting to introduce four preliminary design alternatives for a bicycle and pedestrian overcrossing at Folsom Boulevard between Glenn Drive and Blue Ravine Road. This meeting was the initial stakeholder focus group meeting as part of the community outreach process for the Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study.

Online Community Questionnaire #1

In April and May 2023, the City of Folsom implemented a three-week long Online Community Questionnaire. Community members were encouraged to visit the project webpage on the City’s website, learn more about the four proposed alternatives for the overcrossing, and share their feedback and thoughts on those alternatives.

As a result of the Round 1 stakeholder meeting and public outreach questionnaire, the project team garnered over 240 responses from the public.

Stakeholder Focus Group Meeting #2

On Tuesday, July 18, 2023, the City of Folsom held the final Stakeholder Focus Group Meeting to provide an update on the planning process for the overcrossing. This meeting was the second stakeholder focus group meeting as part of the community outreach process for the Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study.

Public Outreach and Online Community Questionnaire #2

October 16 – 30 2023, the City of Folsom, as part of the Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study, implemented an additional two-week long Online Community Questionnaire. Community members were encouraged to visit the project webpage on the City’s website, learn more about the final two proposed alternative alignments (North Alternative and South Alternative) for the overcrossing and share their feedback and thoughts on their preferred alternative.

On Tuesday, October 19, 2023, the City of Folsom held an in-person Public Outreach Meeting, in addition to the Community Questionnaire, to get input on the preferred alternative alignment. During the meeting, the study team shared a project and community outreach update, the refined final two alternative alignments, and further developed architectural design concepts (Towers Concept & Arch Concept) for the bridge structure. Attendees were asked to share their thoughts on the refined alternatives and design concepts. Members from the study team were available to discuss the project and answer questions.

As a result of the Round 2 stakeholder meeting, public outreach meeting, and questionnaire, the project team garnered over 240 responses from the public.

ANALYSIS

In June 2022, the City Council adopted the Active Transportation Plan (ATP). The Active Transportation Plan is the guiding document that will provide the planning, development and maintenance of existing and future bicycle and pedestrian facilities within the city. The ATP identified the Folsom Boulevard Overcrossing as a “high priority” project.

An overcrossing would provide a safe, direct access for residents and businesses east of Folsom Boulevard to the American River Parkway Trail (ARPT), including the communities and neighborhoods that border the ARPT. The overcrossing will be a gateway to connect residents and visitors to a larger network of trails in the region. The overcrossing provides a connection between the regional, 15-mile Humbug Willow Creek (HBWC) Trail east of Folsom Boulevard and the 32-mile American River Parkway Trail (ARPT), providing users access to over 80 miles of trails in the region and connecting users to downtown Sacramento.

Between March and October 2023, the Parks and Recreation Department along with its consultant team conducted extensive outreach on a range of possible overcrossing routes and designs across Folsom Boulevard between the Glenn Station area Parkshore Drive. Based on public input, the range of routes and designs was narrowed down from four alternatives to two. One alternative is north of the Glenn light rail station and the second is south of the station area as shown in Attachments 1 and 2. Based on community input and project team expertise, staff believe the North Alternative Alignment provides the most benefits to pedestrians and bicyclists (refer to Attachment 1).

North vs South Alternative Alignment Community Outreach Summary

North Alternative Alignment

- Positive Reaction (60%)
- Serious Concern / Dislike (24%)
- Neutral (16%)
- Trail/Rec Opportunities Access (44%)
- SacRT Connection (31%)
- Experience / Ease of Access (24%)
- Connection to Lakes & ARB (31%)
- Disliked North Alt (8%)

South Alternative Alignment

- Positive Reaction (34%)
- Serious Concern / Dislike (56%)
- Neutral (10%)
- Trail/Rec Opportunities Access (34%)
- Commercial Areas Access (24%)
- Experience / Access (13%)
- Connection to HWCT (21%)
- Disliked Loop Ramp (22%)

The North Alternative Alignment would directly connect to the SacRT Glenn Light Rail Station, State Parks Folsom Lake State Recreation Area, and future affordable housing (SacRT Park & Ride lot) linking transit, neighborhoods, businesses, and recreational attractions to Folsom’s trail system. Also, partnering with State Parks and the SacRT on an overcrossing that provides a safe, convenient bridge over Folsom Blvd. showcases a project that will be desirable and competitive when applying for a grant to the Caltrans Cycle 7 Active Transportation Program (ATP) for design/engineering and construction funding in June 2024.

Since this is not only a major trail connection, but also a major City development project that helps to implement the City’s Active Transportation Plan and 2035 General Plan, staff sought not only the Parks & Recreation Commission support for this preferred alternative, but also support from the Planning Commission and the River District Master Plan Citizen Advisory Committee (CAC). The Planning Commission recommended to City Council the North Alternative Alignment at the November 15, 2023 meeting; the Parks and Recreation Commission recommended to City Council the North Alternative Alignment at the December 5, 2023 meeting; and, the River District CAC recommended to City Council the North Alternative Alignment at the December 13, 2023 meeting.

FINANCIAL IMPACT

The cost for the Folsom Boulevard Class I Overcrossing Feasibility Study is funded by \$200,000 of approved American Rescue Plan Act (ARPA) funds. The remaining \$17,657 would come out of the Transportation Tax Fund (Fund 248). There is no fiscal action associated with the preferred alternative alignment recommendation.

ENVIRONMENTAL REVIEW

The development and adoption of the ATP is a planning and feasibility study that will guide future actions by the City Council and is exempt from the California Environmental Quality Act (CEQA) review pursuant to the CEQA Guidelines Section 15262.

ATTACHMENTS

1. Resolution Approving the North Alternative Alignment as the Preferred Alternative for the Folsom Boulevard Bicycle and Pedestrian Overcrossing Project and Authorize Staff to Apply for Grant Funding through Caltrans Cycle 7 Active Transportation Program
2. North Alternative Alignment
3. South Alternative Alignment

Submitted,

Kelly Gonzalez, Director
PARKS & RECREATION DEPARTMENT

Attachment 1

RESOLUTION NO. 11160

**A RESOLUTION APPROVING THE NORTH ALTERNATIVE ALIGNMENT AS
THE PREFERRED ALTERNATIVE FOR THE FOLSOM BOULEVARD
BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT AND AUTHORIZE
STAFF TO APPLY FOR GRANT FUNDING THROUGH CALTRANS CYCLE 7
ACTIVE TRANSPORTATION PROGRAM**

WHEREAS, the City of Folsom desires to provide a safe, direct, grade-separated crossing of Folsom Boulevard to connect residents, workers, and visitors to a larger network of trails in the region; and

WHEREAS, the purpose of the Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study was to identify a location for a bridge structure over Folsom Boulevard to improve bicycle and pedestrian safety and close a gap in the Humbug-Willow Creek Trail system; and

WHEREAS, in June 2022, the City adopted an Active Transportation Plan that identified a Folsom Boulevard bicycle and pedestrian overcrossing as a “high-priority” project; and

WHEREAS, \$200,000 in American Rescue Plan Act (ARPA) funds were approved to conduct a Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study; and

WHEREAS, the City Council finds that the Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study will not add any new or significant adverse impacts and is therefore exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) with individual future projects to be separately analyzed under CEQA; and

WHEREAS, on November 15, 2023, the Planning Commission recommended adoption of the North Alternative Alignment as the preferred alignment to the City Council.

WHEREAS, on December 5, 2023, the Parks and Recreation Commission recommended adoption of the North Alternative Alignment as the preferred alignment to the City Council.

WHEREAS, on December 13, 2023, the River District Master Plan Citizen Advisory Committee recommended adoption of the North Alternative Alignment as the preferred alignment to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom, based on its review and consideration of the Folsom Boulevard Feasibility Study preferred North Alternative Alignment, and all public testimony:

1. Finds that moving forward with the preferred North Alternative Alignment is in the public interest and will advance the health, safety, and general welfare of the City of Folsom.

2. Finds that the Folsom Boulevard Bicycle and Pedestrian Overcrossing Feasibility Study is consistent with the Active Transportation Plan and the Folsom General Plan.

PASSED AND ADOPTED this 23rd day of January 2024, by the following roll-call vote:

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

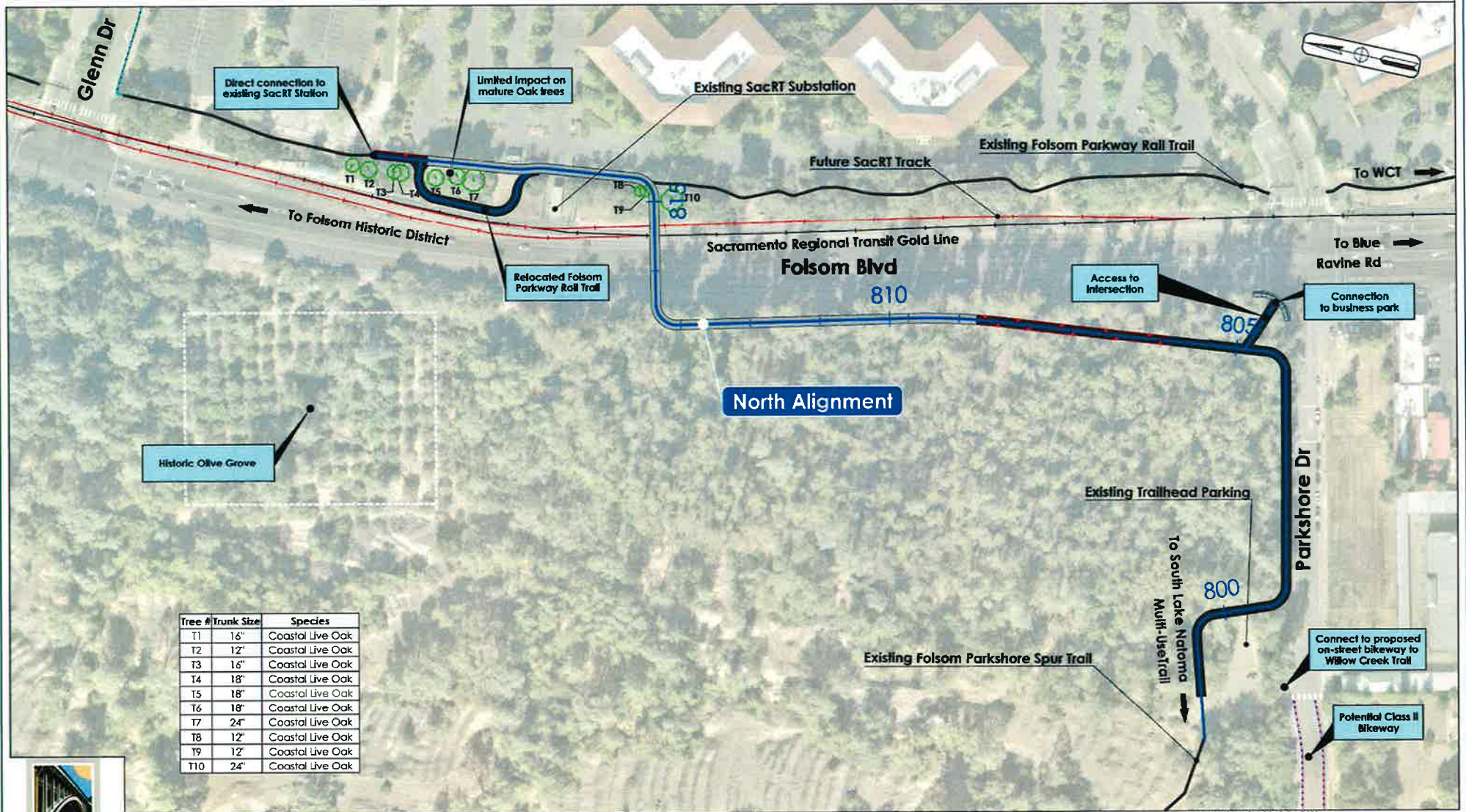
Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

Class I Bicycle and Pedestrian Overcrossing - North Alignment



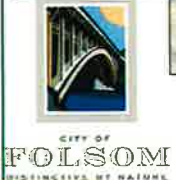
Historic Olive Grove

Tree #	Trunk Size	Species
T1	16"	Coastal Live Oak
T2	12"	Coastal Live Oak
T3	16"	Coastal Live Oak
T4	18"	Coastal Live Oak
T5	18"	Coastal Live Oak
T6	18"	Coastal Live Oak
T7	24"	Coastal Live Oak
T8	12"	Coastal Live Oak
T9	12"	Coastal Live Oak
T10	24"	Coastal Live Oak

NOTE: RIGHT OF WAY SHOWN IN THIS EXHIBIT IS APPROXIMATE AND IS USED AS A COMMUNICATION TOOL TO PROVIDE GENERAL IMPACTS THE PROJECT MAY HAVE ON SURROUNDING PROPERTIES.

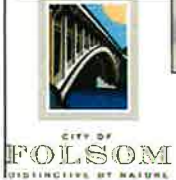
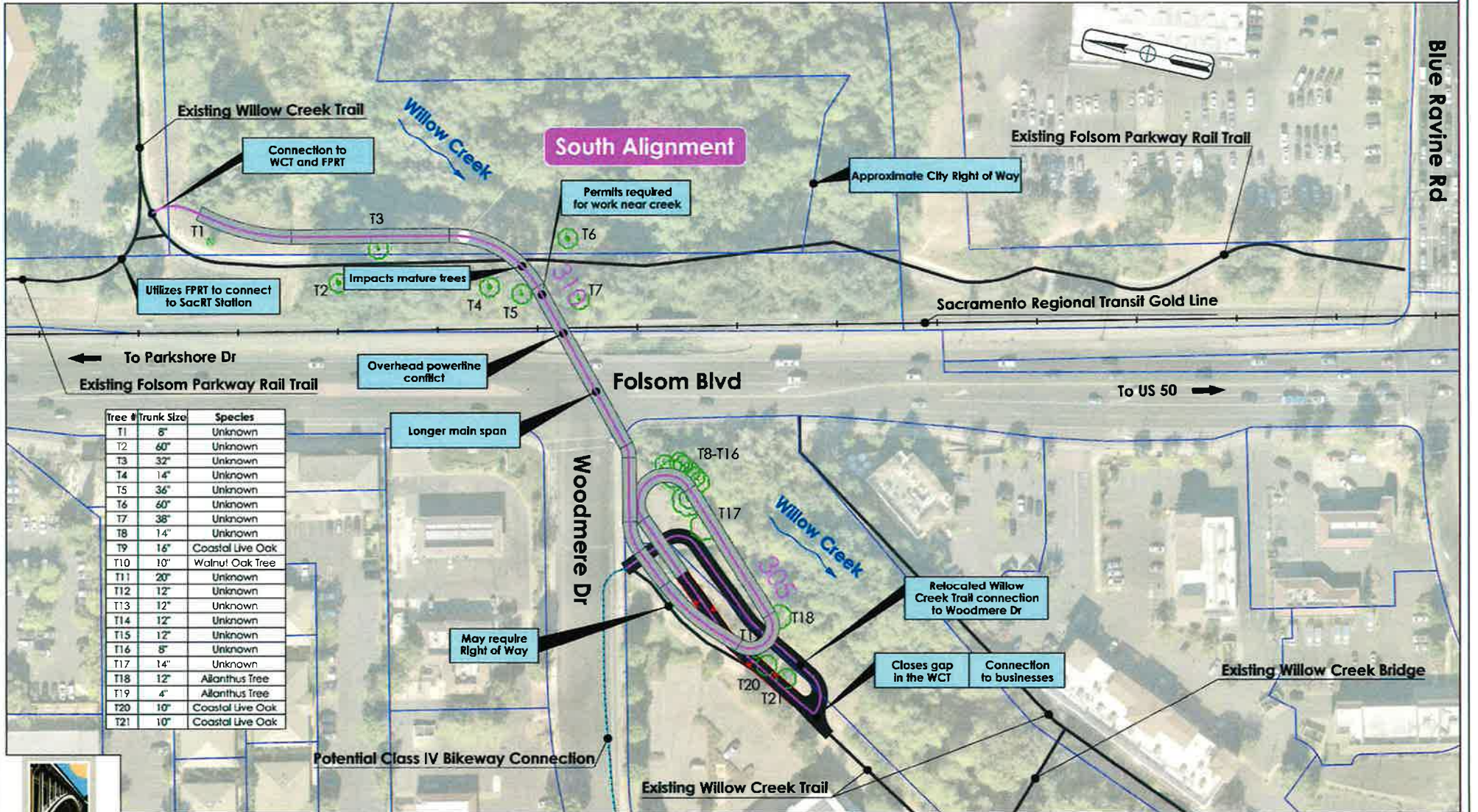
Legend:

- North Alignment
- Existing SacRT Rail Line
- Existing Trail
- Proposed Retaining Wall
- Alternative's Features
- Existing SacRT Rail Line
- Existing Trail
- Future SacRT Rail Line
- Approximate Right of Way
- WCT Willow Creek Trail
- FPRT Folsom Parkway Rail Trail
- Impacted 12"-24" Size Tree Trunk
- Potential Class II Bikeway



Attachment 3

Class I Bicycle and Pedestrian Overcrossing - South Alignment



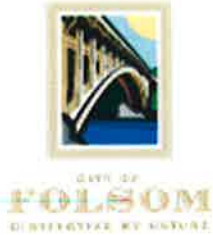
NOTE: RIGHT OF WAY SHOWN IN THIS EXHIBIT IS APPROXIMATE AND IS USED AS A COMMUNICATION TOOL TO PROVIDE GENERAL IMPACTS THE PROJECT MAY HAVE ON SURROUNDING PROPERTIES.

Legend:

- South Alignment
- Overcrossing
- Proposed Retaining Wall
- Alternative's Features
- Existing SacRT Rail Line
- Existing Trail
- Future SacRT Rail Line
- Approximate Right of Way
- WCT Willow Creek Trail
- FPRT Folsom Parkway Rail Trail
- Impacted Trees 10" - 60" Trunk Size
- Potential Class IV Bikeway

0 25 50 100

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to facilitate double-sided printing.*



Folsom City Council Staff Report



MEETING DATE:	1/23/2024
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11161 – A Resolution Authorizing the City Manager to Execute a Citywide Quarterly Citizen Award and Recognition Program
FROM:	City Manager's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the Folsom City Council provide direction on the establishment of a citywide quarterly citizen award and recognition program and approve Resolution No. 11161 – A Resolution Authorizing the City Manager to Execute a Citywide Quarterly Citizen Award and Recognition Program.

BACKGROUND / ISSUE

The Folsom City Council is committed to acknowledging and celebrating the accomplishments and dedication of community members who contribute significantly to the betterment of the Folsom community.

City Council meetings regularly feature presentations where organizations and individuals are honored for their outstanding achievements. On June 23, 2022, the City Manager introduced a policy outlining the issuance of certificates of recognition and appreciation. According to this policy, these certificates may be granted to individuals, groups, organizations, or businesses demonstrating extraordinary achievement or making exceptional contributions to the Folsom community.

At the October 10, 2023 City Council meeting, a consensus of the Folsom City Council requested that the Council consider a formalized process to recognize community members who have made a significant impact on enhancing the overall quality of life in Folsom.

ANALYSIS

The Folsom City Council seeks to consider enhancing its recognition practices by instituting a

quarterly citizen award and recognition program. In this initiative, Councilmembers will nominate one deserving individual each quarter.

Objectives of the program:

1. Acknowledge and Appreciate: Recognize and appreciate the invaluable contributions of community members.
2. Boost Community Engagement: Encourage more residents to actively participate in the community.
3. Build a Stronger Community: Strengthen community bonds and foster a sense of pride and belonging.

Under the program, each Councilmember will nominate one recipient every quarter, resulting in the acknowledgment of twenty recipients annually.

Award recipients will be honored with a certificate during a Folsom City Council meeting. Additionally, their achievements will be highlighted on the City's website, newsletter, and social media platforms and on a display at Folsom City Hall.

The selection criteria and program specifics for the award program will be developed by City staff. The program would commence in 2024.

POLICY / RULE

Folsom Charter section 2.04(D) states that the Mayor shall be responsible for public relations activities and represent the City for ceremonial purposes. Therefore, awards from individual Councilmembers shall not duplicate the actions or activities of the Mayor.

FINANCIAL IMPACT

There is no additional fiscal impact as a result of the proposed action.

ATTACHMENTS

Resolution No. 11161 – A Resolution Authorizing the City Manager to Execute a Citywide Quarterly Citizen Award and Recognition Program

Submitted,

Christine Brainerd, Acting Assistant City Manager/Communications Director

RESOLUTION NO. 11161

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CITYWIDE CITIZEN AWARD AND RECOGNITION PROGRAM

WHEREAS, the Folsom City Council is committed to acknowledging and celebrating the accomplishments and dedication of community members who contribute significantly to the betterment of the Folsom community; and

WHEREAS, the Folsom City Council regularly recognizes organizations and individuals are honored for their outstanding achievements; and

WHEREAS, a quarterly community service award and recognition program would formalize and expand efforts to spotlight and commend community members who have made a significant impact on enhancing the overall quality of life in Folsom; and

WHEREAS, in this initiative, Councilmembers will nominate one deserving recipient each quarter; and

WHEREAS, recipients will be honored with a certificate during a Folsom City Council meeting, and their achievements will be highlighted on the City’s website, newsletter, and social media platforms and on display at Folsom City Hall.

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 citywide quarterly citizen award and recognition program.

PASSED AND ADOPTED this 23rd day of January 2024, by the following roll-call vote:

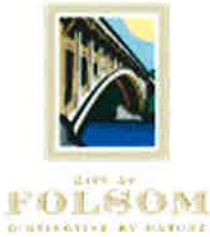
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Michael D. Kozlowski, MAYOR

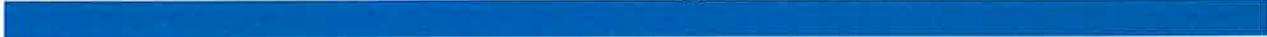
ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report



MEETING DATE:	1/23/2024
AGENDA SECTION:	New Business
SUBJECT:	Update on Placerville Sacramento Valley Railroad (PSVRR) License Agreement for Excursion Rail Operations and Direction to Staff
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

Provide direction to staff regarding renewal of license agreement for excursion rail services in the City of Folsom.

BACKGROUND / ISSUE

The Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) was established by its Member Agencies (County of Sacramento, Regional Transit, the County of El Dorado, and the City of Folsom) in 1991 to oversee the acquisition and preservation of the Placerville Branch of the Southern Pacific Railroad. In 1996, the SPTC-JPA completed the acquisition of 53 miles of railroad right-of-way extending from Sacramento to Placerville. The corridor passes through portions of Sacramento County, the City of Folsom, and El Dorado County. The City of Folsom segment extends from Highway 50 at Folsom Boulevard, through the City of Folsom, to White Rock Road at Old Placerville Road.

In 2007, the SPTC-JPA conducted public workshops in Placerville and Folsom to obtain community input on the potential uses and improvements to the Placerville Branch rail corridor. Workshop participants expressed interest in the initiation of some form of excursion rail service along the corridor. In response, the SPTC-JPA recommended the solicitation of proposals for the development and operation of such a service in the corridor. In 2007, the City Council approved the parameters for the preparation of a Request for Proposals (RFP) for excursion rail service, including the evaluation and selection of proposals submitted in response to the RFP, and authorized the SPTC-JPA to prepare and release the RFP.

The SPTC-JPA issued the RFP for excursion rail service in early 2008. On May 12, 2008, the SPTC-JPA Board of Directors directed its staff to commence discussions with the Folsom, El

Dorado and Sacramento Historical Railroad Associations (FEDS) to determine the feasibility of the excursion rail proposal submitted by the FEDS, and to ultimately negotiate a 20-year lease with the FEDS for a portion of the rail line. On October 6, 2008, the SPTC-JPA Board approved a Letter of Intent (LOI) with the FEDS for excursion rail operations. The LOI included provisions that allowed for the LOI to be terminated if sufficient progress was not being made in developing the service and negotiating a lease.

On February 7, 2011, in response to the SPTC-JPA staff's assessment that the FEDS had not made sufficient progress in developing excursion rail services, the SPTC-JPA Board directed that its Excursion Rail Committee be convened to assess alternatives to the previously proposed 20-year lease for excursion rail operations. On February 22, 2011, the Committee met with SPTC-JPA staff and representatives of the FEDS and the Placerville and Sacramento Valley Railroad, Inc. (PSVRR) to consider the direction in which to proceed with the development and implementation of excursion rail services. The Committee's recommendation was to develop a five-year License Agreement with the FEDS/PSVRR, in lieu of a 20-year lease, and to set goals and benchmarks for each operating year. On May 2, 2011, the SPTC-JPA Board approved the five-year License Agreement, authorized the Chief Executive Officer to submit the License Agreement to each affected Member Agency for approval and, following ratification by each affected Member Agency, to execute and deliver the License Agreement for excursion rail operations.

The City of Folsom, Sacramento Regional Transit, and Sacramento County all approved the Agreement; however, El Dorado County did not vote in support of the Agreement. The Agreement was then revised to exclude El Dorado County, thereby preventing PSVRR from operating in that jurisdiction, with the exception of special events authorized by County staff. The amended Agreement took effect in February 2013, with PSVRR providing excursion rail services in Folsom and Sacramento County. During the term of this Agreement, PSVRR was able to successfully work with El Dorado County to perform occasional excursions to the town of Latrobe under a specific permit.

The 2013 Agreement expired in February 2018. In preparation for a potential license renewal, PSVRR made a presentation to the SPTC-JPA Board at their August 2017 meeting, outlining PSVRR's progress over the current License Agreement, and their goals for the future if the Agreement were renewed; part of those goals included re-establishing regular excursion operations in El Dorado County.

At the November 6, 2017 SPTC-JPA Board meeting, the Board voted unanimously to approve a License Agreement, but with the exception that the status quo was to be maintained in El Dorado County, meaning no PSVRR activities except for special events and capital improvements if approved by the County. This amended Agreement was to take effect in February 2018, pending approval by the member agencies. However, some El Dorado County staff and PSVRR still had significant disagreements regarding the SPTC-JPA's intent and El Dorado County's goals, so a renewed Agreement was delayed, and the existing License Agreement was extended by the SPTC-JPA Board to May 2018. El Dorado County staff

advised their Board to deny the request for a new License Agreement, and effectively maintain the status quo within El Dorado County.

On April 24, 2018, the Folsom City Council unanimously approved a resolution authorizing the SPTC-JPA to execute the renewed license agreement. El Dorado County staff initially expressed concerns about the agreement but were able to make revisions that were acceptable to both the agency and to PSVRR and as a result the El Dorado County Board of Supervisors approved the revised agreement in September 2018. The License Agreement for Excursion Rail Operations between the SPTC- JPA and the PSVRR is a renewable agreement that is set for renewal in 2024.

POLICY / RULE

Per the Folsom Municipal Code, the City Council is the sole authority to ratify agreements on behalf of the City of Folsom.

ANALYSIS

In 2021, the City of Folsom and the SPTC-JPA received a notice from the Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC) listing several safety issues in the trackage and ballast between the Iron Point Station (Hampton Inn) and the crossing at White Rock Road. In response, PSVRR voluntarily paused its excursion rail operations. Other activities along the rail corridor, such as holiday train special events between East Bidwell Street and Oak Avenue Parkway, were not affected.

In September 2022, the City and the SPTC-JPA received another notice from the FRA stating that the safety issues remain and that no operations should be conducted until they are corrected. Following receipt of the FRA report the SPTC-JPA followed with a letter that served as formal notice to PSVRR that pause in operations must continue until written confirmation from the City of Folsom that all safety issues have been corrected to the satisfaction of the FRA and CPUC, and that the City grants permission to restart operations under the License Agreement. The SPTC-JPA and the City have yet to receive any information on progress made in the issues listed in the FRA report.

In October 2023 staff representing the SPTC-JPA, City of Folsom, and the Capital Southeast Connector JPA (CSEC) met to discuss the future of PSVRR Excursion Rail operations within the City of Folsom. Considerations discussed at the meeting included the following:

- Potential redevelopment of the “Wye” property (current PSVRR Operations Base)
- Connector (White Rock Road) rail crossing impacts
 - At-grade rail crossing safety and cost
 - Grade-separated rail crossing cost impacts
- Folsom Plan Area (FPA) street crossings cost impacts
- PSVRR benefits to City of Folsom vs. cost impacts
- FPA development and impacts of rail operations on residents
- FRA inspections (existing track conditions)
- Alternatives to excursion rail services in Folsom

After the meeting SPTC-JPA and City staff informed the PSVRR that the City of Folsom has serious concerns about the continued operation of the PSVRR excursion rail services from the Hampton Inn, just north of Highway 50, south across the Southeast Connector. The City and the SPTC-JPA are actively working with PSVRR to determine alternative operating segments and/or events for excursion rail services along the SPTC-JPA corridor.

The current License Agreement for Excursion Rail Operations between the SPTC-JPA and the PSVRR was approved as a renewable, five-year agreement that expired at the end of 2023. Staff intends to submit a proposed agreement for the Board's consideration at the February 5, 2024 regular Board meeting. However, City Council guidance is requested before a draft agreement can be developed for the Board's consideration.

The financial requirements for the excursion rail service are to be addressed by PSVRR as set forth in the License Agreement, and no City funds will subsidize the capital or operating costs associated with excursion rail service. However, if the City of Folsom decides to continue the excursion rail services from the Hampton Inn through the FPA and across the CSEC, either at-grade or grade-separated, financial commitments to improve the infrastructure to accommodate the crossing of the CSEC could fall on the City of Folsom.

FINANCIAL IMPACT

The recommended action of providing direction to staff will not result in any impact to the current City budget, nor does it impose any future financial commitments by the City.

ATTACHMENTS

1. License Agreement by SPTC-JPA with PSVRR for Excursion Rail Operations

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

**LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS**

This License Agreement ("Agreement") is made effective as of January 1, 2019, by and between the **Sacramento-Placerville Transportation Corridor Joint Powers Authority**, a California joint powers agency ("JPA"), and the **Placerville and Sacramento Valley Railroad, Inc.**, a California nonprofit public benefit corporation ("P&SVRR").

Recitals

- A. The JPA is a public entity formed in 1991 for the purpose of purchasing fifty three (53) miles of the Placerville Branch railroad right-of-way from Sacramento to Placerville, California. The JPA has four (4) member agencies, namely: The County of El Dorado, the City of Folsom, the County of Sacramento, and the Sacramento Regional Transit District.
- B. The JPA purchased the Rail Corridor in 1996 and continues to own it for the purpose of preserving it for transportation uses, and coordinating usage and maintenance by the member agencies.
- C. On or about January 28, 2008, the JPA issued a Request for Proposal ("**RFP**") to solicit proposals from firms and individuals with experience, knowledge and qualifications necessary to operate an excursion rail service on a portion of the Rail Corridor covering approximately twenty six (26) miles situated between the "Folsom Wye" (approximately milepost 111) and Shingle Springs Station (approximately milepost 137). The RFP required that the excursion rail service be operated without public subsidy and in such a manner as to preserve the excess width of the Rail Corridor for other potential uses, including natural trails, bicycle trails and equestrian trails.
- D. Pursuant to the RFP, on or about May 12, 2008, the JPA's Board of Directors selected P&SVRR's affiliate, the Folsom, El Dorado and Sacramento Historic Railroad Association ("**FEDSHRA**") as the entity with which to negotiate the operation of the excursion rail service.
- E. FEDSHRA representatives subsequently incorporated P&SVRR to act as the nonprofit entity responsible to develop and operate excursion rail service on the Rail Corridor and, by its signature below, the JPA hereby approves P&SVRR as the operator of excursion rail service.
- F. In January 2013, the P&SVRR and the JPA entered into a renewable license agreement for excursion rail services, with a five-year, renewable term. The operating limits of the license agreement adjusted to remove the El Dorado County section of the SPTC after the Board of Supervisors voted against the license agreement.

- G. The JPA and P&SVRR enter into this Agreement to set forth the terms and conditions under which excursion rail service will be operated. The parties therefore agree as follows:

Agreement

1. Definitions

- 1.1 The term “FRA” is defined as the United States Federal Railroad Administration or its regulatory successor.
- 1.2 The term “Hazardous Materials” is defined as any substance: (a) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as any hazardous waste, hazardous substance, bio-hazard, medical waste, pollutant, or contaminant under any governmental statute, code, ordinance, regulation, rule, or order, or any amendment thereto, including the Hazardous Material Transportation Act 49 U.S.C. § 5101 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous, including gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation.
- 1.3 The term “Hazardous Materials Laws” means all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations, and other requirements of any kind applicable to Hazardous Materials.
- 1.4 The terms “include”, “includes”, and “including” are to be read as if they were followed by the phrase “without limitation.”
- 1.5 The term “JPA” is defined in the introductory paragraphs of this Agreement and includes its member agencies, and their respective directors, officers, employees, agents, and all others acting under its or their authority.
- 1.6 The term “License Property” is defined as the portion of the Rail Corridor extending from approximately milepost 111 (Folsom Wye, Folsom, CA) to approximately milepost 119.4 (Sacramento/El Dorado County Line) consisting of all real and personal property within 10 feet of the centerline of any track on the Rail Corridor except where roadways, buildings, or Rail Corridor boundary lines reduce such distance to less than 10 feet, or additional width is necessary for PUC-required clearances, or approved stations, storage/maintenance facilities, siding, or other similar railroad facilities.
- 1.7 The term “Loss” is defined as any loss, damage, claim, demand, action, cause of action, penalty, fine, payment, cost, liability, or expense of whatsoever nature, including court costs and reasonable attorneys’ fees, resulting from or related to:

(a) any injury to or death of any person, including officers, agents, and employees of the JPA or P&SVRR; or (b) damage to or loss or destruction of any property, including the Rail Corridor, any adjacent property, and the roadbed, tracks, equipment, other property of the JPA or P&SVRR, and any property in the JPA's or P&SVRR's care or custody.

- 1.8 The term "Operating Segment" is defined as any segment of the License Property for which the JPA has given its written approval for Excursion Service operations pursuant to Section 2.1.
- 1.9 The term "Rail Corridor" is defined as the entire width of the Placerville Branch railroad right-of-way between approximately milepost 111 (Folsom Wye, Folsom, CA) and approximately milepost 144.9 (Missouri Flat Road, Diamond Springs, CA), purchased from Southern Pacific Transportation Company by the JPA, including all improvements thereto, whether now existing or hereafter constructed.
- 1.10 The term "Railroad Facilities" is defined as all tracks and other railroad property and fixtures, including rail, ties, switches, ballast, trackbeds, bridges, trestles, retaining walls, culverts, railroad signs, switch mechanisms, signals, grade crossings, active and passive grade crossing warning devices and other appurtenances located on the Rail Corridor.
- 1.11 The term "P&SVRR" is defined in the introductory paragraphs of this Agreement and includes its directors, officers, employees, agents, parents, subsidiaries, affiliates, commonly controlled entities, any other related persons and entities, and all others acting under its or their authority.
- 1.12 The term "Excursion Service" is defined as the transportation of tourists by rail. Excursion Service does not include regularly-scheduled passenger transit or commuter service.

2. JPA Grants Rights

- 2.1. Excursion Service. The JPA grants P&SVRR the right to provide Excursion Service on the License Property, subject to the following conditions:
- 2.1.1. P&SVRR's proposed Excursion Rail Service Operating Plan, is set forth in Exhibit A attached hereto and incorporated herein.
- 2.1.2. Operating hours will be limited to weekends and holidays only.
- 2.1.3. P&SVRR may schedule special events outside of the operating hours defined in Section 2.1.2 and the Operating Segments defined in Exhibit A, subject to prior written approval of the City of Folsom, County of Sacramento, or County of El Dorado, as applicable.

- 2.1.4. P&SVRR will permit passengers to disembark only at stops approved by the JPA or a member agency in writing, or in the case of emergency.
- 2.1.5. All Excursion Service operations and other activities permitted under this Agreement will be performed in compliance with applicable law. Without limiting the generality of the foregoing, P&SVRR may not, in performing such Excursion Service, exceed the maximum speeds authorized by applicable law for the existing track conditions or transport rail cars exceeding the applicable track and bridge weight limits.
- 2.1.6. P&SVRR will obtain and maintain all permits, licenses or other authorizations required from any municipal, county, state or federal authorities required in connection with the construction, maintenance, or repair of the License Property and the operation of the Excursion Service.
- 2.1.7. The portion of the License Property situated between milepost 111 (Folsom Wye, Folsom, CA) and milepost 116 (Iron Point Road Crossing, Folsom, CA) will be used only for movement of equipment and supplies and not for Excursion Service operations, except for special events authorized in writing by the City of Folsom as noted in Exhibit A attached.
- 2.1.8. P&SVRR will comply with any other operating rules deemed necessary or advisable by the JPA from time to time. In the event of any conflict between operating rules issued by the JPA and operating rules issued by a member agency, the operating rules issued by the member agency shall control.

2.2. Other Third-Party Licenses.

- 2.2.1. Third-Party Licenses. The JPA reserves the right to grant additional licenses over the License Property and the Railroad Facilities, provided that the JPA determines that any such licenses: (a) do not materially compete or conflict with P&SVRR's Excursion Service license to the extent of any regular Excursion Service operations, or special Excursion Service events, set forth in the Excursion Rail Services Operating Plan defined in Exhibit A attached herein, (b) require the licensee to pay a reasonable share of P&SVRR's costs to provide dispatching, and to maintain and repair the portion of the License Property and Railroad Facilities used by the licensee, and (c) require the licensee to (i) provide insurance and (ii) indemnify and hold harmless P&SVRR and the JPA as to any Loss arising out of or related to licensee's operations. The JPA will consult with P&SVRR to determine the cost of dispatching services and a good faith apportionment of maintenance and repair costs for the portion of the License Property and Railroad Facilities used by the licensee.

- 2.2.1.1. P&SVRR will provide dispatching services as necessary to facilitate the activity of any third party licensee and to ensure the safety thereof.
- 2.2.1.2. For purposes of Section 2.2.1(a), the term "material conflict" applies only to previously-approved Excursion Service operations and not to P&SVRR's maintenance or repair activities, the scheduling of which shall be subordinate to events authorized under any third-party license granted by the JPA.
- 2.2.1.3. The JPA or its designee will have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to P&SVRR's costs, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise verifying said costs. P&SVRR will provide the JPA or its designees with any Records requested for this purpose and will permit the JPA or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying such Records. P&SVRR further agrees to maintain such Records for a period of three years. The JPA acknowledges and agrees that these Records constitute P&SVRR's confidential information and will not be disclosed to any third-party without P&SVRR's prior written approval, except as otherwise required by applicable law.
- 2.2.1.4. P&SVRR will reasonably cooperate with any third party holding rights to use the Rail Corridor.
- 2.3. Investigation. P&SVRR hereby acknowledges that (a) it has satisfied itself at the time of this Agreement with respect to the condition of the License Property and Railroad Facilities and their suitability for P&SVRR's intended use; (b) it has made such investigations as it deems necessary with respect to the License Property and Railroad Facilities, as they exist at the time of this Agreement, and assumes responsibility therefor as to its occupancy and use thereof; and (c) neither the JPA nor any of the JPA's agents has made any oral or written representations or warranties with respect to the License Property or Railroad Facilities.
- 2.4. As-Is, Where-Is. P&SVRR will take the License Property in an "as-is, where-is" condition and without any express or implied warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or volume or quality of traffic on the License Property, and subject to: (i) encroachments or other existing conditions, (ii) all existing ways, alleys, privileges, rights, appurtenances and servitudes, howsoever created, and (iii) the JPA's rights hereunder.

2.5. **Release.** P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, the known or unknown, existing or future physical or environmental condition of the License Property and Railroad Facilities (including any Hazardous Materials contamination in, on, under, or adjacent to, the License Property, or any clearance constraints on the License Property), or any federal, state, or local law, ordinance, rule or regulation applicable thereto.

2.5.1. P&SVRR hereby grants to JPA, on behalf of any insurer providing property, general liability, or automobile liability insurance to either P&SVRR or JPA with respect to the operations of P&SVRR, a waiver of any right to subrogation which any such insurer of P&SVRR may acquire against JPA by virtue of the payment of any loss under such insurance.

2.6. The rights granted by the JPA under this Agreement are subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Rail Corridor and the word "grant" as used herein will not be construed as a covenant against the existence of any thereof.

3. **Limitation and Subordination of Rights Granted**

3.1. **JPA's Use of Rail Corridor.** The foregoing granted rights are subject and subordinate to the JPA's prior and continuing right to use and maintain the Rail Corridor for any purpose that is not inconsistent with this Agreement. Without limiting the generality of the foregoing, the JPA may construct; maintain, repair, renew, use, operate, change, modify or relocate public projects of any kind, railroad tracks, signals, communication equipment, fiber optics, pipelines, or other facilities upon, along, or across any or all of the Rail Corridor and License Property, all or any of which the JPA may freely do at any time or times without liability to P&SVRR for compensation or damages; provided, however, that the JPA may not materially interfere with P&SVRR's rights and operations under this Agreement. The JPA will, to the extent possible, notify P&SVRR as soon as practicable of any such planned or actual interference and take reasonably practicable measures to minimize any such interference. P&SVRR shall reasonably cooperate with the JPA in implementing the foregoing uses of the Rail Corridor.

3.2. **JPA's Inspection Access; Access for Maintenance.** The JPA may, as reasonable and as coordinated in advance with P&SVRR, (i) inspect the License Property and the Railroad Facilities, including any rail-yard or maintenance facility used in connection with Excursion Service, and (ii) access the License Property and Railroad Facilities (including access with JPA or third party rail vehicles) as necessary to maintain areas of the Rail Corridor outside of the License Property that are not otherwise reasonably accessible.

- 3.3. Future At-Grade Crossings; Improvements to Existing Crossings. The parties acknowledge that local governments may desire to create future at-grade public crossings of the License Property. In addition, the parties acknowledge specifically that the Capital Southeast Connector JPA and its member agencies intend to widen White Rock Road and improve its crossing with the Rail Corridor as part of a major regional connector parkway. P&SVRR will, at no cost or expense to itself, cooperate with the efforts of any applicable local governments to secure PUC approval of such crossings; provided, however, that P&SVRR shall be entitled to raise any reasonable safety concerns related to such crossings. P&SVRR will also cooperate with the construction of crossing improvements, as necessary.

4. **Maintenance and Operation of Railroad Facilities**

4.1. Maintenance of License Property and Railroad Facilities.

- 4.1.1. License Property and Railroad Facilities. P&SVRR, at its expense, will keep the License Property and Railroad Facilities in good repair and in a good and safe condition in conformity with applicable law, any standard and permits required by the member agencies, and approved operating plans. P&SVRR is not obligated to maintain or repair the Rail Corridor outside of the License Property for other uses or purposes, including without limitation bike trails, hiking trails, or other recreational activities. P&SVRR acknowledges and agrees that areas outside of the License Property are used for other recreational activities and that use of the License Property by P&SVRR will not obstruct or interfere with such recreational use.
- 4.1.2. Crossings. In addition to the foregoing, for each crossing located within any Operating Segment, P&SVRR will maintain the surface of such crossing in accordance with CPUC General Order No. 72-B. If unsafe conditions or disrepair are noted in any public road crossings, the JPA and its member agencies reserve the right to perform any maintenance or repair they deem necessary within the envelope of P&SVRR's maintenance responsibility set forth in the preceding sentence, and to charge P&SVRR for the cost thereof.
- 4.1.3. Optional Maintenance outside of License Property. P&SVRR may, at its option and only subject to a request from a member agency, enter portions of the Rail Corridor outside the License Property that is located within the requesting member agency's jurisdiction to collect trash, maintain drainage, abate weeds or graffiti, clear fallen trees and branches, or address other conditions, as necessary to ensure the safety of P&SVRR's operations. The JPA grants P&SVRR a license to enter all portions of the Rail Corridor as necessary to perform such work; P&SVRR will repair any damage caused as the result of P&SVRR's performance of any such

maintenance, and shall perform the work in compliance with any standards and permits required by the member agencies.

- 4.1.4. **Scope of Maintenance.** For purposes of this Section 4.1, the maintenance and repairs to be performed by P&SVRR include, as required by applicable law, (a) inspections, testing, track profiling, adjustments, lubricating, welding, re-spiking surfacing, tamping, and any other tasks constituting customary and routine maintenance of track structures; (b) repair, renewal, replacement, or other customary and routine work required to ensure the safety of Railroad Facilities, including maintenance of track to at least Class 1 standards where required by law, and compliance with any applicable bridge safety management program regulations that may be promulgated by the Secretary of Transportation pursuant to Public Law 110-432, Section 417, including the regulations set forth in 49 CFR Part 237; (c) drainage management; and (d) compliance with all mandated reporting. The JPA will have no responsibility to maintain the trackage, structures, or any other Railroad Facilities.
- 4.1.5. **Notice of Assignment.** Concurrently with the execution of this Agreement, both parties will execute and deliver to the FRA a written notice of the assignment of track inspection and maintenance responsibilities, and bridge safety management responsibilities, to P&SVRR in accordance with 49 CFR § 213.5(c) and 49 CFR § 237.3. The notice of assignment will attach a copy of this Agreement
- 4.1.6. **Release from Liability.** P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, existing or future (i) design flaws of public improvements, whether outside the License Property or within, or (ii) failure of JPA or its member agencies to maintain areas outside of the License Property. P&SVRR's exclusive remedy for any such Loss will be to abandon Excursion Operations as set forth in Section 7.4.
- 4.2. **Ownership of Track Materials.** All track materials installed by P&SVRR as part of the Railroad Facilities will be of equal or better quality than those track materials existing at the time of execution of this Agreement and will become the JPA's property. All materials removed by P&SVRR from the Railroad Facilities and replaced as part of maintenance, repairs, or capital improvements will become the property of P&SVRR, except for iron and hardware items such as rail, plates, switch signals, spikes and items of historical or archeological interest, which shall remain the property of the JPA. P&SVRR will not, without the prior written approval of JPA, remove track materials or other improvements from the Rail Corridor unless they are replaced as provided in this section. P&SVRR will keep a written record of track materials and other improvements removed from, or

installed upon, the Rail Corridor and will provide an updated copy of the record to the JPA on an annual basis.

4.3. Clearing of Obstructions, Derailments, and Wrecks. P&SVRR will as soon as practicable clear any obstructions, derailments, and wrecks of railroad equipment or Railroad Facilities.

4.3.1. To the extent that any such obstruction, derailment, or wreck damages the Rail Corridor, P&SVRR will as soon as practicable restore the Rail Corridor to the condition it was in prior to the obstruction, derailment, or wreck.

4.3.2. If P&SVRR fails to comply with the provisions of this section, the JPA may perform the required action and charge P&SVRR the reasonable cost thereof.

4.4. Responsibility for Repair or Replacement.

4.4.1. Damage Caused by P&SVRR Operations. Except as otherwise set forth in this Agreement, P&SVRR will be responsible to repair or replace any damage to the License Property or Railroad Facilities caused by, or related to, P&SVRR's operations.

4.4.2. Damage Caused by Acts of God or Other Factors beyond P&SVRR's Control. If any portion of the License Property or the Railroad Facilities are damaged or destroyed by flood, fire, civil disturbance, earthquake, earth movement, storm, sabotage, act of God, terrorism, accident or any other event beyond P&SVRR's reasonable control, including damage or destruction caused by third parties, even if said damage or destruction originates outside of the License Property, then P&SVRR may, but will not be required to, at no cost or expense to the JPA, (a) repair, or cause to be repaired, the damaged or destroyed portion of the Railroad Facilities; (b) replace, or cause to be replaced, such portion of the License Property or the Railroad Facilities; or (c) seek to abandon its Excursion Service and rights under this Agreement over all or such portion of the Rail Corridor as P&SVRR deems appropriate, as set forth in Section 7.4.

5. **Construction, Relocation, or Removal of Railroad Facilities**

5.1. By the JPA.

5.1.1. The license herein granted is subject to the JPA's needs and requirements to improve and use the Rail Corridor. Subject to P&SVRR's rights under this Agreement, the JPA, at its sole cost and expense, may add to any portion of the Railroad Facilities, or change or relocate them to new locations as reasonably designated by the JPA, whenever, in the furtherance of the JPA's needs and requirements, the JPA finds such action to be necessary.

5.1.2. All such work performed, and any installation of Railroad Facilities, will be in conformance with all applicable laws. If the JPA relocates any portion of the tracks, the centerline of the License Property will, upon completion of the relocation work, be deemed to have been modified to coincide with the centerline of the realigned tracks.

5.2. **By P&SVRR.** P&SVRR may, at its cost and expense, modify or improve the License Property and Railroad Facilities as needed to accommodate its Excursion Service; provided, however, that P&SVRR first obtains the written approval of both the JPA and the member agency where the License Property is located of P&SVRR's plans for such modifications and improvements, which approval may be granted or withheld in the member agency and the JPA's sole and absolute discretion. P&SVRR's modification or improvement of the License Property and Railroad Facilities may not interfere with or impede any existing or future public use of the Rail Corridor that the JPA may authorize. P&SVRR may, upon the termination of this Agreement or upon the abandonment of any applicable section of the License Property or portion of the Railroad Facilities, remove any modifications or improvements to such License Property or Railroad Facilities that were paid for by P&SVRR, that do not constitute any repair or replacement to such License Property or Railroad Facilities, and that have not become fixtures to such License Property or Railroad Facilities.

5.3. The terms, conditions, and stipulations expressed in this Agreement as to the License Property and Railroad Facilities will apply to the License Property and Railroad Facilities as they may at any time be expanded, added to, modified, changed, or relocated in accordance with this Section 5.

6. **License Fees.** Beginning on the commencement date of this Agreement and annually on the anniversary date of the commencement date each year thereafter, P&SVRR will pay JPA the sum of One Hundred Dollars (\$100.00) as a fee for the licenses granted hereunder.

7. **Term and Termination**

7.1. **Term.** This Agreement will become effective when fully executed and delivered by the parties and will continue in full force and effect for a period of five (5) years unless otherwise terminated as provided herein. Prior to the expiration of the term, the JPA will evaluate the Excursion Service operated by P&SVRR and consider an extension of the term hereof. Such determination will be made in the JPA's sole and absolute discretion.

7.2. **JPA Termination for Default.** If (i) P&SVRR does not substantially comply with the Operating Plan defined in Exhibit A, or the Operational Goals defined in Exhibit B, or (ii) P&SVRR remains in default in its performance of any covenant or Agreement contained herein for a period of 60 days after written notice from the JPA to P&SVRR specifying such default, the JPA may, at its option, terminate this Agreement by written notice; provided however, that if such default cannot

reasonably be cured within 60 days after such notice, the JPA may not terminate this Agreement provided that P&SVRR begins to cure the default within the 60-day notice period and proceeds diligently to complete such cure.

7.3. JPA Termination for Other Reasons.

7.3.1. Rail Banking; Reactivation of Freight Service. The Rail Corridor was rail banked under the federal Rails to Trails concurrently with its acquisition by the JPA in 1996. Accordingly, the Rail Corridor and this Agreement are subject to potential reactivation of freight rail service. In the event an authorized freight rail operator reactivates freight service on the Rail Corridor, JPA and P&SVRR will consult and cooperate with one another in regard to the impacts and effects thereof. If this Agreement is terminated as to all or a portion of the License Property due to the reactivation of freight rail service, or if P&SVRR's rights are materially adversely affected as a result thereof, JPA will pay to P&SVRR any amounts JPA receives from freight operator on account of the unamortized cost associated with (A) any improvements made to the License Property by P&SVRR, or (B) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of the reactivation of freight rail service.

7.3.2. Termination for Public Project. The parties acknowledge that the Rail Corridor is a publicly-owned right-of-way that may be required for other public needs in the future and that the JPA's member agencies have certain rights to use the Rail Corridor, including the License Property, under the Reciprocal Use and Funding Agreement among the JPA and its member agencies. Accordingly, the JPA reserves the right to terminate this Agreement with respect to all or a portion of the License Property for any public use that is incompatible with P&SVRR's continued operation (as determined by the JPA) under this Agreement. Such termination will be effective no earlier than 12 months following JPA's written notice to P&SVRR. The term "public use" does not include widening the trail or other recreational facilities that JPA's member agencies may desire to construct along the Rail Corridor.

7.3.2.1. If JPA terminates this Agreement under this Section 7.3.2 with respect to all or any portion of the License Property prior to the expiration hereof, JPA or its member agencies will compensate P&SVRR for the unamortized cost associated with (i) any improvements made to the License Property by P&SVRR, (ii) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service and (iii) any rolling stock purchased by P&SVRR for P&SVRR's Excursion Service operations following execution of this Agreement, provided that all of the foregoing will belong to JPA upon termination of the Lease.

JPA may review P&SVRR's records to substantiate such costs pursuant to Section 2.2.1.3. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of such termination. In particular, the parties acknowledge and agree that this Agreement and P&SVRR's Excursion Service operations are for the public benefit and/or education, and not for personal profit. Accordingly, this Agreement and any goodwill from P&SVRR's operations will be deemed to have no value in the event of any such termination.

7.3.2.2. The provisions of this Section 7.3.2 apply only to a termination for a public project and are not applicable to a termination for default.

7.4. **Abandonment of License Rights.** P&SVRR may at any time, in its sole and absolute discretion, immediately and without any liability to the JPA, abandon its Excursion Service and terminate this Agreement upon delivery of written notice thereof to the JPA.

7.5. All obligations incurred by the parties prior to the termination of this Agreement will be preserved until satisfied.

7.6. Upon the effective date of termination of this Agreement, P&SVRR will, if so requested by the JPA, execute any documents reasonably necessary to evidence such termination and to effectuate the purpose and intent of this Agreement.

8. **Insurance.** P&SVRR will obtain the insurance set forth below, to be kept in force during the life of this Agreement. All insurance policies must be written by a reputable insurance company reasonably acceptable to the JPA, or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in California.

8.1. **P&SVRR Insurance:** P&SVRR will, at its own cost and expense, provide and procure Commercial General Liability ("CGL") and, as applicable, Workman's Compensation or Federal Employer's Liability Act ("FELA"), insurance.

8.1.1. The CGL insurance policy providing bodily injury, including death, personal injury and property damage coverage will have a limit of not less than \$1 million each occurrence and \$2 million in the aggregate. The deductible or self-insured retention may not exceed \$10,000. The parties acknowledge that the prudent level of insurance required for rail operations will change throughout the term of this Agreement. The JPA reserves the right to require that P&SVRR raise its coverage limits to a level that conforms to the level of insurance commonly provided to short line and regional railroads with operations similar to those of P&SVRR on the License Property.

8.1.2. The CGL insurance policy must be written on a form at least as broad as ISO Occurrence Form CG 0001. This insurance will contain broad form

contractual liability covering the indemnity provisions contained in this Agreement, coverage for railroad operations, and coverage for construction or demolition work on or near railroad tracks. Prior to the execution of this Agreement, P&SVRR will provide the JPA with a certificate of insurance on a standard ACORD form, or other form reasonably acceptable to the JPA, substantiating the required coverages and limits set forth herein. Upon request by the JPA, P&SVRR will immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

- 8.1.3. The CGL insurance policy must include the JPA and each of its member agencies as “additional insureds” (using ISO Additional Insured Endorsement CG 20 26 or a substitute form reasonably acceptable to the JPA providing reasonably equivalent coverage).
- 8.1.4. Required Provisions: The CGL insurance policy will contain, or be endorsed to contain, the following provisions:
- 8.1.4.1. For any claims related to this Agreement, P&SVRR’s insurance coverage will be primary insurance as respects the JPA, its member agencies, and their respective directors, officers, employees, and agents and any insurance or self-insurance maintained by any of them will be in excess of P&SVRR’s insurance and will not contribute to it.
- 8.1.4.2. Any failure by P&SVRR to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the JPA, its directors, officers, employees, or agents.
- 8.1.4.3. P&SVRR’s insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- 8.1.4.4. Any exclusion for actions within 50 feet of a railroad shall be removed.
- 8.1.4.5. Each insurance policy required by this Agreement will be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days’ prior written notice by certified mail, return receipt requested, has been given to the JPA.
- 8.1.5. Workers’ Compensation or FELA insurance will cover any statutory liability as determined to be applicable by the compensation laws of the State of California or FELA, as applicable, with a limit of at least \$1 million.

8.1.6. The fact that insurance is obtained by P&SVRR or by the JPA on behalf of P&SVRR will not be deemed to release or diminish P&SVRR's liability, including liability under the indemnity provisions of this Agreement. Damages recoverable by the JPA from P&SVRR or any third party will not be limited by the amount of the required insurance coverage.

9. **Project Managers; Notices.** The JPA's project manager for this Agreement is its Chief Executive Officer, unless the JPA otherwise informs P&SVRR in writing. P&SVRR's project manager for this Agreement is its President, unless P&SVRR otherwise informs the JPA in writing. Each party to this Agreement may rely on the authority of the other party's designated project manager to take any action, or execute any notice or agreement, in connection with this Agreement. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail, or, if receipt thereof is acknowledged by the recipient, by facsimile or e-mail. The parties' addresses are as follows:

If to P&SVRR: Jim Harville, President
Placerville & Sacramento Valley Railroad, Inc.
705 Sibley Street,
Folsom CA 95630
Telephone: 916-708-7368
E-mail: president@psvrr.org

If to JPA: Mark A. Rackovan, CEO
50 Natoma Street
Folsom, CA 95630
Telephone: 916-461-6711
Fax: 916-351-0525
E-mail: mrackovan@folsom.ca.us

10. **Claims and Liens for Labor and Material.** P&SVRR agrees to pay in full for all materials joined or affixed to the Rail Corridor, to pay in full all persons who perform labor upon the Rail Corridor, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Rail Corridor, as to any work done or materials furnished thereon by P&SVRR or at P&SVRR's request. P&SVRR will indemnify, hold harmless and defend JPA (with counsel reasonably acceptable to JPA) against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished.
11. **Property Taxes.** P&SVRR will assume, bear, and pay all property and other taxes and assessments of whatsoever nature or kind (whether general, local, or special) levied or assessed upon or against any License Property or Railroad Facilities, including possessory interest taxes under California Revenue and Taxation Code section 107 *et seq.*, unless applicable law otherwise excuses payment of taxes due to P&SVRR's nonprofit status or the JPA's ownership of the Rail Corridor, the License Property, or the Railroad Facilities.

12. **Indemnity.** P&SVRR will indemnify, defend and hold harmless the JPA from any Loss which is due to or arises from: (a) P&SVRR's operation, maintenance, repair, or use of the License Property, Railroad Facilities, any appurtenances thereto, or any part thereof; (b) P&SVRR's provision of Excursion Service; or (c) P&SVRR's failure to comply with or perform any of the terms and conditions set forth in this Agreement; except to the extent that the Loss is caused by the sole negligence or willful misconduct of the JPA, its officers, agents, or employees. The provisions of this section will survive the termination or expiration of the term of this Agreement.
13. **Removal of P&SVRR Equipment, Personnel, and Property upon Termination of Agreement.** Prior to, or upon, the termination of this Agreement, P&SVRR will, at its sole expense, remove its equipment, personnel, and other property from the License Property and Railroad Facilities and will restore, to the JPA's reasonable satisfaction, such portions of the License Property and Railroad Facilities used by P&SVRR to as good a condition as they were in at the beginning of this Agreement, excepting normal wear and tear. If P&SVRR fails to do the foregoing, the JPA may do such work at the cost and expense of P&SVRR. P&SVRR may not remove any property, including the Railroad Facilities, that is or becomes the property of the JPA under this Agreement.
14. **Hazardous Substances and Wastes**
- 14.1. P&SVRR will not be liable or responsible for any Hazardous Materials present on, in, or under the Rail Corridor, or other problems relating to the Rail Corridor, prior to the effective date of this Agreement, except to the extent P&SVRR's activities exacerbate the contamination of any such pre-existing Hazardous Materials.
- 14.2. P&SVRR will comply with all applicable laws in its occupancy, operation, and maintenance of the License Property and Railroad Facilities. Without first obtaining the JPA's written permission (which may be withheld in the JPA's sole and absolute discretion), P&SVRR will not treat or dispose of Hazardous Materials on the License Property or Railroad Facilities. P&SVRR will not release any Hazardous Materials on or at the License Property or Railroad Facilities, including through any drainage or sewer systems. P&SVRR assumes all responsibility for the investigation and cleanup of any such release or exacerbation by P&SVRR and will indemnify, defend, and hold harmless the JPA and its property, its officers, agents, and employees, for all costs, including reasonable environmental consultant and reasonable attorneys' fees, and claims resulting from or associated with any such release or exacerbation by P&SVRR. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless JPA against all costs and claims associated with a release or leak of Hazardous Materials, or exacerbation of pre-existing Hazardous Materials, occurring during the term of this Agreement, and related to P&SVRR's use of the License Property or Railroad Facilities, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.

- 14.3. P&SVRR will not install any above-ground or underground storage tanks without the JPA's prior written consent, which consent may be granted or withheld in JPA's sole and absolute discretion. If such consent is granted, P&SVRR will obtain any necessary permits, notify the proper authorities, and provide the JPA with copies of any such permits and notifications. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless the JPA against all costs and claims associated with a release or leak of the contents of any such tank occurring during the term of this Agreement, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.
- 14.4. If P&SVRR knows, or has reasonable cause to believe, that any Hazardous Materials have come to be located under or about the License Property or Railroad Facilities, other than as specifically provided herein or as previously consented to in writing by the JPA, P&SVRR will immediately give the JPA written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to or received from any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Materials.
- 14.5. This Section 14 will continue in full force and effect regardless of whether this Agreement is terminated pursuant to any other provision or the License Property and Railroad Facilities are abandoned and vacated by P&SVRR.
15. **Waivers.** The failure of either party hereto to enforce any of the provisions of this Agreement, or to enforce any right or option which is herein provided, will in no way be construed to be a waiver of such provision(s) as to the future, nor in any way to affect the validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.
16. **Consent.** Unless expressly provided to the contrary elsewhere in this Agreement, whenever the consent, approval, judgment, or determination (collectively, "consent") of a party is required or permitted under this Agreement, the consenting party will exercise good faith and reasonable judgment in granting or withholding such consent. No party may unreasonably withhold or delay its consent; consent will be deemed to have been withheld if a party fails to consent to the other party within 30 days of having been given written notice of the other party's intention to take any action as to which consent is required or permitted.
17. **Entire Agreement.** This document, and the exhibits attached hereto, constitute the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations, agreements, arrangements, understandings, or undertakings, whether oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

18. **Modification to Agreement.** The provisions of this Agreement may be modified at any time by agreement of the parties hereto, provided such modification is in writing and signed by all parties to this Agreement. Any agreement made after the date of this Agreement and related to the subject matter contained herein will be ineffective to modify this Agreement in any respect unless in writing and signed.
19. **No Assignment Absent Consent.** P&SVRR will not assign this Agreement, in whole or in part, or any rights herein granted, without the JPA's prior written consent, which may be granted or withheld in its sole and absolute discretion.
20. **Successors and Assigns.** Subject to the provisions of Section 19, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
21. **Venue and Choice of Law**
- 21.1. Any and all disputes, controversies, or claims arising out of, relating to, or in connection with this Agreement will be instituted and maintained in a competent court in Sacramento or El Dorado County, California and the parties hereby consent to the jurisdiction of any such court and to service of process by any means authorized under California law.
- 21.2. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of California, without reference to its conflicts of laws provisions. The prevailing party in any claim or action arising out of or connected with this Agreement will be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief that may be awarded by any court or other tribunal of competent jurisdiction.
22. **Acts of God and Other Disruptions of Service.** Neither party will be deemed to be in default of this Agreement if any failure to meet any condition or to perform any obligation or provision hereof is caused by, a result of, or due to strikes, insurrections, acts of God, or any other causes beyond the party's control; provided, however, that performance will only be excused for as long as the disruption persists.
23. **Miscellaneous**
- 23.1. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof will remain in full force and effect and any invalid or unenforceable provisions will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provisions valid and enforceable. Without limiting the generality of the foregoing, if the requirement in Section 4.1.4 that P&SVRR comply with applicable bridge safety management program regulations (under Public Law 110-432, Section 417) is held to be a non-delegable duty of the JPA, the JPA may, at its option, (i) undertake this obligation and charge P&SVRR for the cost thereof, or (ii) terminate this Agreement.

- 23.2. Each party has participated in negotiating and drafting this Agreement so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.
- 23.3. Each party acknowledges that the officer executing this Agreement has the authority to enter into this Agreement on behalf of the party and in so doing is authorized to bind the party on whose behalf he is signing, to the terms and conditions of this Agreement.
- 23.4. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which will be deemed an original, but all of which together constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first herein written.

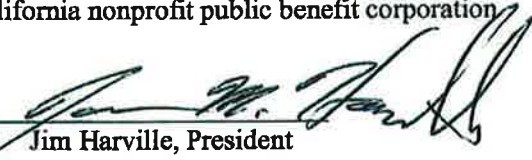
SACRAMENTO-PLACERVILLE
TRANSPORTATION JOINT POWERS
AUTHORITY, a joint powers agency

By: 
Mark Rackovan, CEO

Approved as to legal form:

By: 
Paul Chrisman,
Legal Counsel

PLACERVILLE & SACRAMENTO
VALLEY RAILROAD, INC.,
a California nonprofit public benefit corporation

By: 
Jim Harville, President

By: 
Donald Lee, Secretary
Alex Wilde

LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS

EXHIBIT A

P&SVRR Operating Plan for term of agreement (January 2018 through January 2023).

Definitions:

'**Light Equipment**' is defined as vehicles not restricted by weight from the right-of-way in its current condition. This includes the Weyerhaeuser 'Skagit'.

'**Motorcars**' are defined as small lightweight former maintenance-of-way vehicles with up to 6 seats, usually owned by private individuals (aka – "Speeders")

'**Heavy Equipment**' is defined as standard railroad equipment, including but not limited to locomotives, passenger and freight cars (either converted to passenger cars or for maintenance of way).

Abbreviations:

Location	Abbreviation	Milepost
Folsom Junction/Wye	FJ	111.2
East Bidwell Street Xing	EB	113.7
Willow Springs Station	WS	113.7
Oak Ave Parkway Xing	OP	114.4
Iron Point Road Xing	IP	116.0
Hampton Station	HS	116.4
White Rock Road Xing	WR	118.0
County Line	CL	119.4
Wetzel-Oviate Spur	WO	120.4
Deer Creek Xing	DC	122.5
Latrobe Road Xing	LR	126.1
Latrobe Whistestop	LW	126.4

Operating Segments:

Segment No.	From Milepost	To Milepost	Approved Operations
1	111.2 (FJ)	113.7 (EB)	Non-revenue equipment moves only
2	113.7 (EB)	114.3 (OA)	Revenue operations (special events only, all equip.)
3	114.4 (OA)	116.4 (HS)	Non-revenue equipment moves only
4	116.4 (HS)	119.4 (CL)	Revenue operations (all equipment allowed)
5	119.4 (CL)	126.4 (LW)	Special Events only subject to written approval from El Dorado County; light equipment/motorcars only.

Operating Schedule:

Typical revenue operations will occur every other weekend between Hampton Station (MP 116.4) and County Line (MP 119.4).

Special event revenue service will occur on the segment between East Bidwell Street (MP 113.7) and Oak Avenue Parkway (MP 114.4) prior to major holidays (Halloween, Christmas). Other planned special events include the Annual Handcar Derby (MP114.4 to MP116.0), Latrobe Octoberfest (MP126.4), Railfest (MP116.4 to MP119.4) and various dinner and beverage service events, field trips.

Capital Improvements:

P&SVRR intends to complete the following capital improvement projects as a part of their 5-year Operating Plan:

-
- Construct service/storage facility south of White Rock Road
- Construct Hampton Station to City of Folsom standards

The following capital improvements may also be performed by P&SVRR if and only if they are authorized by the El Dorado County Board of Supervisors at any point during the term of this license agreement:

- Upgrade track and bridges to Class 1 standard between County Line and Latrobe
- Repair Shingle Lime Mine Gap
- Construct Latrobe Station to El Dorado County standards
- Install crossing gates, signs and markings at Latrobe Road crossing

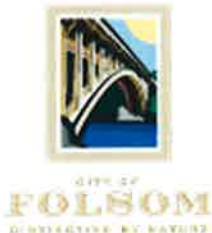
**LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS**

EXHIBIT B

Operating Goals

Based on the P&SVRR Operating Plan as set forth in Exhibit A, the following Excursion Service operational expectations are defined.

1. Annually, P&SVRR will submit a report to the SPTC JPA Board summarizing the target goals and actual numbers achieved for the following performance measures:
 - a. Ridership
 - b. Revenue
 - c. Capital improvement progress
 - d. Maintenance progress
2. JPA intends to issue a Request for Proposals (RFP) for a third-party track inspection, which will generate a Corrective Action Plan to prioritize and guide track maintenance; P&SVRR agrees to incorporate the Corrective Action Plan into their maintenance schedule.
3. At the beginning of the term of agreement, P&SVRR agrees to provide JPA staff with a copy of the General Code of Operating Rules (GCOR) that they intend to follow for the term of the agreement.



Folsom City Council Staff Report

MEETING DATE:	1/23/2024
AGENDA SECTION:	New Business
SUBJECT:	Consideration of Letter in Response to Demand Letter Received from Scott Rafferty Regarding Alleged Non-Compliance with the Brown Act
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council consider and approve the attached reply to Scott Rafferty (Attachment 1) providing an unconditional commitment to continue to comply with the Brown Act.

BACKGROUND / ISSUE

On January 10, 2024, the City received a cease and desist letter from Scott Rafferty (Attachment 2) alleging the following violations of the Brown Act on December 12, 2022¹:

1. The failure to make available all non-exempt documents relating to council districts that were distributed to the council in advance of its December 12, 2023 meeting;
2. The failure to permit the public to inspect the Agenda Packet and leaflet during the meeting; and
3. The receipt of special-interest communications during the meeting without contemporaneous disclosure to the public, including the identification of the individuals directing the Council's actions.

¹ While Mr. Rafferty's letter specified December 12, 2022, it is assumed that he made a mistake on the date. The date of the City Council meeting pertinent to his letter should be the meeting on December 12, 2023.

Although staff disagrees with the alleged non-compliance, the Brown Act provides a process for issues such as these to be resolved without further legal action. To that end, the Brown Act provides a prescribed form letter that the City Council may consider approving and sending in response to Mr. Rafferty's correspondence.

POLICY / RULE

The Brown Act provides that a response to the cease and desist letter shall be in substantially the form provided in Government Code section 54960.2(c)(1). The fact that the City Council provides an unconditional commitment shall not be construed or admissible as evidence of violation of the Brown Act. Government Code section 54960.2(c)(4).

ANALYSIS

Government Code section 54960.2 allows any interested person to submit a "cease and desist" letter to the City as a prerequisite to filing a lawsuit over alleged past non-compliance with the Brown Act. Pursuant to Section 54960.2(b), the City Council may respond to the "cease and desist" letter within thirty (30) days by providing an "unconditional commitment" not to repeat any or all of the actions challenged. By law, an "unconditional commitment" **does not** constitute admission of a violation, but it does bar a potential plaintiff from pursuing litigation and collecting attorneys' fees with respect to past non-compliance related to the specific action the City has "unconditionally committed" not to repeat.

The City Council's reply must be approved in open session as a separate item of business, not under the "Consent" portion of the agenda, and in substantially the form as prescribed by the Brown Act. Once approved, the Brown Act prohibits legal action by the potential plaintiff; however, if such an action is nonetheless filed, the court is required to dismiss the lawsuit with prejudice if it finds that the City Council has provided an unconditional commitment pursuant to the Brown Act.

FINANCIAL IMPACT

There is no legal expense associated with this item as the City Council has always complied with the Brown Act. In addition, providing the attached reply may reduce the chance of litigation and any associated legal costs.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS

1. Proposed reply from the City Council
2. Cease and desist letter dated January 10, 2024

Respectfully submitted,

Steven Wang, City Attorney

Attachment 1

January 24, 2024

Scott J. Rafferty
1913 Whitecliff Court
Walnut Creek, CA 94596

Re: Brown Act Cease and Desist Letter

To Mr. Rafferty:

The Folsom City Council has received your cease-and-desist letter dated January 10, 2024, alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

1. The failure to make available all non-exempt documents relating to council districts that were distributed to the council in advance of its December 12, 2023 meeting;
2. The failure to permit the public to inspect the Agenda Packet and leaflet during the meeting;
and
3. The receipt of special-interest communications during the meeting without contemporaneous disclosure to the public, including the identification of the individuals directing the Council's actions.

While the Folsom City Council strongly disputes and denies those allegations, in order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Folsom City Council hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The Folsom City Council may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any

means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment or may be mailed to an address that you have designated in writing.

Very truly yours,

Michael D. Kozlowski, Mayor

Attachment 2

SCOTT J. RAFFERTY**ATTORNEY AT LAW****1913 WHITECLIFF COURT
WALNUT CREEK CA 94596****(202)-380-5525
RAFFERTY@GMAIL.COM**

January 10, 2024

Ms. Christa Freemantle
 Clerk, City of Folsom
 50 E. Natoma Street
 Folsom CA 95630
 by electronic and postal mail

Dear Ms. Freemantle:

Mayor Rodriguez convened the regular meeting of the Folsom City Council on December 12, 2022, after I protested to the City Attorney that the agenda packet, which had been distributed to a majority of the council, was not available for inspection. Actions taken at this meeting will have dramatic, long-term effects on the safety of Folsom residents, the integrity of its social services, and the confidence of its Jewish residents in the impartiality of the incumbent council members.

Had the packet been available as required by law, the public could have instructed the council against transferring reserves needed to protect public safety and social services into an infrastructure fund that benefits special interests (item 17). The full import of this agenda item became apparent only after it was no longer possible to register for comment.

The agenda description for item 5 does not indicate that it has anything to do with Israel or Gaza. Had the public had access to the wording of the related resolution, they could have added balance to offensive and anti-semitic comments of one speaker. While the remaining speakers demonstrated respect and sensitivity, Mr. Rias Mohamed claimed that Israel "openly stated that they are conducting genocide." (25:10) He mischaracterized the resolution as calling for a cease fire. His final words attacked the creation of the State of Israel as "Original Sin."¹ (25:26) Mayor Rodriguez broke faith with the Jewish community and their many supporters when she failed to call this speaker out, instead thanking him. (25:30). The resolution did not call for a cease fire;

¹ "Forcibly displacing and murdering Palestinian citizens to establish a state on top of an existing state is the Original Sin." 25:39. It is factually inaccurate to claim that Israel was created "on top of an existing state."

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Israel has not openly stated that they are conducting genocide; and to equate the creation of the State of Israel with Original Sin is offensive to all people of faith.

Prior to the meeting, an individual appeared to be distributing an additional campaign leaflet "Folsom Takes Action," which Mr. Kozlowski later promoted in connection with a ballot question promoted by some of the same special interests who demanded that the City draw down its reserves. Mr. Kozlowski admitted: "This was passed to us on the dais while we were talking." (1:33:54). Had the leaflet been disclosed, members of the public would have had the information necessary during the public comment period to protest the unlawful promotion of this pro-development ballot question, to warn against Mr. Kozlowski's impending violation of council neutrality, and to oppose his appointment as mayor.² Even when the impropriety of this communication was brought to Mayor Kozlowski's attention, he defiantly announced: "Please feel free to join me on Monday for trivia at the Red Bus," adding that he was "always at" this bar. (1:34:27). The people of Folsom deserve a mayor who can conduct the people's business without relying on secret communications from special interests.

The violations of the Brown Act include:

1. The failure to make available all non-exempt documents relating to council districts that were distributed to the council in advance of its December 12, 2023 meeting.
2. The failure to permit the public to inspect the Agenda Packet and leaflet during the meeting.
3. The receipt of special-interest communications during the meeting without contemporaneous disclosure to the public, including the identification of the individuals directing the Council's actions. This is, of course, redolent of the anonymous cellphone communications that you read into the record in 2022.

This letter constitutes a demand specified by Section 54960.2(a)(1) that the City of Folsom cease and desist from violations of the Brown Act committed in connection with the regular meeting of the Council held on December 12, 2022. This letter also satisfies the requirement of Section 54960.2 and enables my clients to file an additional action to determine that the actions specified herein were taken in violation of the Brown Act. To the extent set forth herein, the City of Folsom may respond to the cease and desist demand by making an unconditional commitment to cease and desist from

² Only one speaker addressed item 14 (1:40).

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the challenged practices. This letter further constitutes a demand, pursuant to 54960.1(b) that the Council cure and correct the violation by annulling each action taken at this meeting.

We have already demanded that the Council cease and desist from failing to provide the agenda packet and from its receipt of special-interest communications during the meeting.³ We reserve the right to seek immediate enforcement of the previous Council commitments.

As the City Attorney indicated, Mayor Kozlowski's defiant promotion of a special-interest ballot measure violates additional laws. The City should immediately disclose the source of this leaflet and identify the individual who unlawfully distributed it to the dais. This letter constitutes a public records request for all communications to and from Mr. Kozlowski regarding the Red Bus event and the ballot question it promoted.

Thank you for your prompt attention to these matters.

Sincerely,



Scott J. Rafferty

³ "This letter also demands that the City cease and desist from failing to make Brown Act documents available to the public at the meeting, which includes posting them in the case of a teleconferenced meeting and making them available on paper in the council chambers." Rafferty to Freemantle 4/20/2022.

FOLSOM TAKES ACTION



DECEMBER

WEDNESDAY | **20** | 4 PM TO 7 PM

- ★ Learn about the challenges facing Folsom.
- ★ Sign the signature petition for a solution.
- ★ Join us in Taking Action!

Enjoy Cousins Maine Lobster Food Truck
 \$2 off any drink
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Red Bus Brewing Company
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to facilitate double-sided printing.*