



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Agenda

City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

June 28, 2022

6:30 PM

Welcome to Your City Council Meeting

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

Participation

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



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

Reasonable Accommodations

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

How to Watch

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

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

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



CITY OF
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DISTINCTIVE BY NATURE

City Council Regular Meeting

Folsom City Council Chambers
50 Natoma Street, Folsom, CA

www.folsom.ca.us

Tuesday, June 28, 2022 6:30 PM

Kerri Howell, Mayor

Rosario Rodriguez, Vice Mayor
YK Chalamcherla, Councilmember

Sarah Aquino, Councilmember
Mike Kozlowski, Councilmember

REGULAR CITY COUNCIL AGENDA

Members of the public wishing to participate in this meeting via teleconference may participate either online or by telephone via WebEx.

Meeting Number: 2558 602 3251

Meeting Password: 06 28 2022

Join the meeting by WebEx online:

<https://cityoffolsom.my.webex.com/cityoffolsom.my/j.php?MTID=m4d1d05dd42eaa651966d74055fafb6d4>

To make a public comment using the WebEx online platform, please use the "raise hand" feature at the bottom center of the screen. Please make sure to enable audio controls once access has been given by the City Clerk to speak. Please wait to be called upon by the City Clerk.

Join the meeting by WebEx telephone: Dial 1-415-655-0001

*To make a public comment by phone, please press *3 to raise your hand. Please make sure to enable audio controls by pressing *6 once access has been given by the City Clerk to speak. Please wait to be called upon by the City Clerk.*

Verbal comments via virtual meeting must adhere to the principles of the three-minute speaking time permitted for public comment at City Council meetings.

CALL TO ORDER

ROLL CALL:

Councilmembers: Rodriguez, Aquino, Chalamcherla, Kozlowski, Howell

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

PLEDGE OF ALLEGIANCE

AGENDA UPDATE

BUSINESS FROM THE FLOOR:

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

SCHEDULED PRESENTATIONS:

- [1.](#) Proclamation of the Mayor of the City of Folsom Proclaiming July 2022 as "Parks Make Life Better" Month
- [2.](#) Presentation of City Survey Results and Direction to Staff

CONSENT CALENDAR:

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

- [3.](#) Approval of June 14, 2022 Special and Regular Meeting Minutes
- [4.](#) Resolution No. 10873 - A Resolution Authorizing the City Manager to Execute an Agreement with BrightView Landscape Services for Landscaping and Lighting Districts, Community Facilities Districts, and Folsom Plan Area Landscapes for the City of Folsom and Appropriation of Funds
- [5.](#) Resolution No. 10874 - A Resolution Authorizing the City Manager to Execute Amendment No. 5 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom
- [6.](#) Resolution No. 10875 - A Resolution Accepting Donated Furniture Items for City Use
- [7.](#) Resolution No. 10876 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park
- [8.](#) Resolution No. 10877 - A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile US, LLC, at BT Collins Park
- [9.](#) Resolution No. 10878 - A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile West LLC, at Cummings Family Park
- [10.](#) Resolution No. 10879 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with Hydroscience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2
- [11.](#) Resolution No. 10880 – A Resolution Authorizing the City Manager to Execute an Agreement with HydroScience Engineers, Inc. for Construction Management Services for the Ashland Water Rehabilitation Project No. 2
- [12.](#) Resolution No. 10881 – A Resolution Authorizing the City Manager to Execute an Agreement with Caggiano General Engineering, Inc. for the Construction of the Ashland Water Rehabilitation Project No. 2 and Appropriation of Funds

13. Resolution No. 10882 – A Resolution Authorizing the City Manager to Execute a Construction Agreement with Pavement Coatings Co. for the Pavement Resurfacing Fiscal Year 2021-22
Project No. 8017

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.

PROCLAMATION

OF THE MAYOR OF THE CITY OF FOLSOM
PROCLAIMING JULY 2022

AS

“PARKS MAKE LIFE BETTER” MONTH IN THE CITY OF FOLSOM

WHEREAS, Parks and Recreation are vitally important in providing physical and mental health and wellness through organized and self-directed activities, play, and fitness; and

WHEREAS, Parks and Recreation provides numerous outdoor opportunities in our parks, trails, open spaces and facilities for all skill levels and interests; and

WHEREAS, Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident’s participation and engagement; and

WHEREAS, Parks and Recreation fosters social cohesiveness in communities by providing spaces for all individuals to come together peacefully and ensuring all have access to park and recreational benefits; and

WHEREAS, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation sustains and preserves our natural resources by protecting habitats and open space, connecting people to nature through our extensive trail network, and promoting the ecological awareness and sustainability; and

WHEREAS, Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, that make life better; and

NOW THEREFORE BE IT RESOLVED that, I Kerri M. Howell, Mayor of the City of Folsom, do hereby proclaim July 2022 as “*Parks Make Life Better*” month.

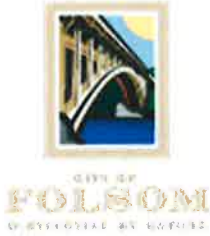
PROCLAIMED this 28th day of June 2022.

Attest:

Kerri M. Howell, Mayor

Christa Freemantle, City Clerk

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Folsom City Council Staff Report



MEETING DATE:	6/28/2022
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	Presentation of City Survey Results and Direction to Staff
FROM:	City Manager's Office

BACKGROUND / ISSUE

The City of Folsom conducted surveys to gauge public satisfaction with the quality of life in Folsom and obtain feedback about the community’s priorities on essential city services. City Manager Elaine Andersen and City-commissioned consultants will provide an overview of the formal and informal survey findings.

RECOMMENDATION / CITY COUNCIL ACTION

Receive presentation of survey results and provide direction to staff.

Submitted,

Elaine Andersen, City Manager

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City Council Special Meeting

MINUTES

Tuesday, June 14, 2022 5:30 PM

CALL TO ORDER

The special City Council meeting was called to order at 5:30 pm with Mayor Kerri Howell presiding.

ROLL CALL:

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

Councilmembers Absent: None

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

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Legal Counsel - Existing Litigation - Pursuant to Government Code section 54956.9(d)(1): Deborah Richardson v. City of Folsom, Sacramento County Superior Court Case Number: 34-2018-00246565
2. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6. Agency Negotiator: Interim Human Resources Director John Spittler. Employee Organization: Various Bargaining Groups

Motion by Councilmember Mike Kozlowski second by Vice Mayor Rosario Rodriguez to adjourn to Closed Session for the above referenced items. Motion carried with the following roll call vote:

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

RECONVENE

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

ADJOURNMENT

The meeting was adjourned at 6:36 p.m.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Kerri Howell, Mayor

City Council Regular Meeting

MINUTES

Tuesday, June 14, 2022 6:30 PM

CALL TO ORDER

The regular City Council meeting was called to order at 6:36 pm with Mayor Kerri Howell presiding.

ROLL CALL:

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

Councilmembers Absent: None

Participating Staff: City Manager Elaine Andersen
City Attorney Steven Wang
City Clerk Christa Freemantle
Environmental and Water Resources Director Marcus Yasutake
CFO/Finance Director Stacey Tamagni
Senior Planner Brett Bollinger
Public Works Director Mark Rackovan
Community Development Director Pam Johns
Fire Chief Ken Cusano

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

AGENDA UPDATE

City Attorney Steven Wang announced that item 13 was continued to the June 28 meeting and there was additional information for item 15.

BUSINESS FROM THE FLOOR:

The following speaker addressed the City Council:

- Jason Davis regarding homelessness

SCHEDULED PRESENTATIONS:

1. A Proclamation of the Mayor of the City of Folsom Proclaiming June 19, 2022 as Juneteenth National Freedom Day in the City of Folsom

Councilmember Mike Kozlowski presented the proclamation to Michael Harris.

2. Folsom Plan Area Semi-Annual Report

A Proclamation of the Mayor of the City of Folsom Proclaiming July 1 - 3, 2022 as Western Rodeo Days in the City of Folsom.

Mayor Kerri Howell presented the proclamation to the rodeo Grand Marshal Adam Frick.

CONSENT CALENDAR:

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

3. Approval of May 10, 2022 Special and Regular Meeting Minutes
4. Approval of May 24, 2022 Special and Regular Meeting Minutes
5. Resolution No. 10862 - A Resolution Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 8, 2022, Requesting the Board of Supervisors of the County of Sacramento Consolidate the General Municipal Election with the Statewide General Election, and Establishing Policies for Candidates' Statements
6. Resolution No. 10863 – A Resolution Authorizing the City Manager to Execute a Regional Water Authority Biological Opinion Services and Support Program Agreement and Appropriation of Funds
7. **Pulled for comment**
8. Resolution No. 10865 - A Resolution Authorizing Public Fireworks Displays During the Annual Folsom Pro Rodeo Activities
9. Resolution No. 10866 – A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Toll Brothers at Folsom Ranch Phase 1E Subdivision, and Approval of the Final Map for the Toll Brothers at Folsom Ranch Phase 1E Subdivision

- 10. Resolution No. 10867 - A Resolution Authorizing the City Manager to Execute Non-Exclusive Agreements with Approved Licensed Contractors to Implement the Sacramento Housing and Redevelopment Agency Inter-Agency Contract for the Seniors Helping Seniors Home Repair Program
- 11. Resolution No. 10869 - A Resolution Authorizing the City Manager to Adopt Local Assistance Procedures Manual Chapter 10, Consultant Selection, Policies and Procedures for Federal and State-only Funded Projects
- 12. Resolution No. 10872 - A Resolution Authorizing the City Manager to Submit an Application for Grant Funds to the United States Department of Justice, Community Oriented Policing Services (COPS) Hiring Program
- 13. Resolution No. 10873 - A Resolution Authorizing the City Manager to Execute an Agreement with BrightView Landscape Services for Landscaping and Lighting Districts, Community Facilities Districts, and Folsom Plan Area Landscapes for the City of Folsom and Appropriation of Funds (**Continued to June 28, 2022**)

Motion by Vice Mayor Rosario Rodriguez second by Councilmember Mike Kozlowski, to approve Consent Calendar items 1-6 and 8-12.

Motion carried with the following roll call vote:

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

CONSENT CALENDAR ITEM PULLED FOR COMMENT:

- 7. Resolution No. 10864 – A Resolution Authorizing the City Manager to Execute an Agreement with E Source Companies, LLC to Complete the City of Folsom’s Water Loss Control Program and Appropriation of Funds

Councilmember YK Chalamcherla explained that he pulled this item to praise the Environmental and Water Resources staff for detailing the process of evaluating proposals in the staff report.

Councilmember Mike Kozlowski left the dais.

Motion by Vice Mayor Rosario Rodriguez second by Councilmember YK Chalamcherla, to approve Resolution No. 10864.

Motion carried with the following roll call vote:

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

Councilmember Mike Kozlowski returned to the dais.

PUBLIC HEARING:

15. Resolution No. 10861 – A Resolution Adopting the City Manager’s Fiscal Year 2022-23 Operating and Capital Budgets for the City of Folsom, the Successor Agency, the Folsom Public Financing Authority, and the Folsom Ranch Financing Authority

City Manager Elaine Andersen introduced the item and gave a presentation in which she responded to questions raised at the last City Council meeting.

Mayor Kerri Howell opened the public hearing.

The following speakers addressed the City Council:

1. Jason Davis
2. Crystal Gorton (via teleconference)

There being no further speakers, the public hearing was closed.

The City Council further discussed the item. CFO/Finance Director Stacey Tamagni, City Manager Elaine Andersen, and Fire Chief Ken Cusano responded to questions from the City Council.

There was additional discussion regarding City Council strategic planning with consensus from the Council to bring the item back to a future meeting for discussion.

Motion by Councilmember Sarah Aquino second by Councilmember Mike Kozlowski, to approved Resolution No. 10861.

Motion carried with the following roll call vote:

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

OLD BUSINESS:

15. Resolution No. 10871 - A Resolution Adopting the Public Works and Parks and Recreation Departments 2022 Active Transportation Plan (ATP)

Senior Planner Brett Bollinger made a presentation and responded to questions from the City Council. Public Works Director Mark Rackovan provided additional information.

Motion by Councilmember Mike Kozlowski second by Vice Mayor Rosario Rodriguez, to approved Resolution No. 10871.

Motion carried with the following roll call vote:

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

NEW BUSINESS:

- 16. Resolution No. 10868 - A Resolution of the City Council Determining that the Proposed Lease Renewal is Exempt from the California Environmental Quality Act and Authorizing the City Manager to Execute and Agreement to Renew a Land Lease with the Placerville & Sacramento Valley Railroad for the Use of the Wye Property

Public Works Director Mark Rackovan made a presentation and responded to questions from the City Council.

The following speakers addressed the City Council:

- 1. Bob Holderness
- 2. Jim Harville

Motion by Councilmember Sarah Aquino second by Vice Mayor Rosario Rodriguez to approve Resolution No. 10868 with the sixth Whereas to state that the term of the renewal shall be two years starting November 2021 and give direction to staff that prior to the item coming back to the City Council in 2023 we have a presentation from Placerville-Sacramento Valley Railroad and that future lease agreements be subject to having a business plan on file with the City.

There was more discussion regarding the term of the lease with additional clarification from Public Works Director Mark Rackovan regarding the utilities and railroad crossing.

Substitute motion by Mayor Kerri Howell second by Council Mike Kozlowski to make the term of the lease four years.

Motion failed with the following roll call vote:

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

Mayor Howell called for the vote on the original motion by Councilmember Sarah Aquino second by Vice Mayor Rosario Rodriguez.

Motion carried with the following roll call vote:

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

17. Resolution No. 10870 - A Resolution of Consideration of the City Council of the City of Folsom to Amend the Rate and Method of Apportionment for Improvement Area No. 6 within the City of Folsom Community Facilities District No. 23 (Folsom Ranch), and Related Matters

CFO/Finance Director Stacey Tamagni made a presentation.

Motion by Vice Mayor Rosario Rodriguez second by Councilmember Mike Kozlowski, to approved Resolution No. 10870.

Motion carried with the following roll call vote:

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

CITY MANAGER REPORTS:

City Manager Elaine Andersen announced that the City continues to receive responses to the community survey. She spoke of upcoming ladder fuel removal and stated that the green waste disposal program starts July 1st. She also mentioned that the City phone voicemail is not working and staff is working to resolve the issue. She added that the annual National Night Out is August 2nd.

CITY COUNCIL COMMENTS:

Vice Mayor Rosario Rodriguez announced that tickets are available for the Folsom Pro Rodeo and wished everyone a happy Flag Day.

Councilmember Sarah Aquino reported on a recent meeting of the Association of California Cities Allied with Public Safety.

Councilmember YK Chalamcherla commented regarding the approved budget and a recent Cable Commission meeting. He said he would like for City Councilmembers to be invited and to attend Folsom school graduations. He reported on a recent Chamber of Commerce "Meet the Leaders" meeting that he attended and finished by adding that he would like to be invited to any employee retirement parties and staff celebrations.

Councilmember Mike Kozlowski discussed the transportation ballot measure that will be on the ballot in November.

Mayor Kerri Howell spoke of recent Regional Transit and Regional Sanitation meetings. She encouraged everyone to drive safely and wished a happy birthday to Cyndi Dow's late mother Diana.

ADJOURNMENT

There being no further business to come before the Folsom City Council, Mayor Kerri Howell adjourned the meeting at 8:54 pm in honor of Folsom resident Cindy Baker who passed away recently.

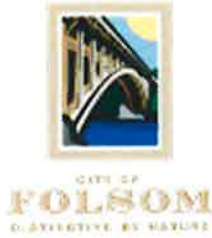
SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Kerri Howell, Mayor

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Folsom City Council Staff Report



MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10873 – A Resolution Authorizing the City Manager to Execute an Agreement with BrightView Landscape Services for Landscaping and Lighting Districts, Community Facilities Districts, and Folsom Plan Area Landscapes for the City of Folsom and Appropriation of Funds
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 10873 - A Resolution Authorizing the City Manager to Execute an Agreement with BrightView Landscape Services for Landscaping and Lighting Districts, Community Facilities Districts, and Folsom Plan Area Landscapes for the City of Folsom and Appropriation of Funds.

BACKGROUND / ISSUE

On March 31, 2022, the Parks and Recreation Department advertised on CIPlist.com and the City of Folsom website the availability of two landscape maintenance contracts that will service the City’s Landscaping and Lighting Districts, Community Facilities Districts, and the Folsom Plan Area Landscaping. The city requested both qualifications and a proposal (RFQ/RFP) from perspective contractors for this bid package.

As part of the city’s outreach, staff sent targeted emails to those contractors who over the last years requested to be on our bidder’s list to inform them of the availability and details of upcoming contracts, as well as other landscape maintenance firms in our area that could be interested in submitting a proposal and their qualifications.

POLICY / RULE

In accordance with Chapter 2.36.090 (A)(1) and 2.36.120 of the Folsom Municipal Code, professional services are not subject to competitive sealed bidding requirements, and those costing \$66,141 or greater shall be awarded by City Council.

ANALYSIS

The City currently contracts for landscape maintenance in these areas and this contract is a continuation of those services. The overall bid process consisted of the following steps:

- Posting of bid package: March 31, 2022
- Mandatory Pre-Bid meeting: April 13, 2022
- RFQ/RFP's Due to City: May 6, 2022 (4:00 PM)
- Interviews of Qualified Contractors: May 12 & 13, 2022
- RFP's of Qualified Contractors Opened: May 16, 2022
- Notice of Award: May 17, 2022

Some of the notable changes to this contract package from the prior contracts was more defined details about the maintenance areas. Staff went district by district creating overlays to calculate exact quantities of areas to be maintained as well as identified the levels of maintenance each area will receive (i.e., Streetscapes, quarterly weed abatement areas, trails, dog stations & trash cans, biofiltration areas, and vegetative swales)

The city received responses to the RFQ/RFP package from BrightView, TerraCare, New Image, and JG Landscaping. The evaluation process was comprised of three factors. The first phase was the independent evaluation of their request for qualifications by three staff members. The second was a panel interview consisting of 10 scored questions. The last factor that was taken into account was price. Based on these three criteria we scored and ranked the firms as shown in the table below:

	Terracare	JG Landscaping	New Image	BrightView
RFQ SCORE	78	81.83	69	92.5
INTERVIEW SCORE	75.83	78	84	97
COST	22.29	50	1.5	21.5
TOTAL	176.12	209.83	154.5	211

At the request of the Council, City Staff contacted JG Landscaping to verify their confidence in completing the outlined scope at their submitted price and further explaining the requirements of the contract outlined in the RFP. Upon clarification JG came to the conclusion that they would not be able to provide the outlined services at their submitted price and in turn retracted their proposal.

Pursuant to the existing agreement with Terracare, the City has been operating on a month-to-month basis to maintain contract services in the interim until the new contract is adopted. The

proposed three-year agreement allows for two, one-year extensions based on successful service and adherence to specifications in the original agreement. The proposed agreement is expected to begin on July 1, 2022. Agreement extensions after the three-year base agreement will each be reconsidered for approval by the City Council.

FINANCIAL IMPACT

While this is a professional services agreement, staff will highlight the cost comparisons of the proposals. The yearly maintenance cost as included in each proposal is shown below:

Company	Proposal Annual Maintenance Cost
Terracare	\$2,894,976.00
JG Landscaping	\$1,290,933.32
New Image	3,529,607.00
Brightview	2,994,508.68

With Brightview being the highest ranking on the RFQ and interview process, staff proceeded to discuss the proposed yearly maintenance cost with them as there was a significant increase over the estimated budgets. Recognizing the estimated budgets were based on current costs for service which were established over three years ago, staff expected costs to increase but wanted to ensure the scope of work and available funding were in alignment. Staff reviewed current levels of service and the proposed scope of services for all the maintenance areas (streetscapes, open space, turf, weed abatement, etc.) and determined that there could be savings achieved with some modified scope requirements without reducing the overall quality of service and city expectations. Staff proposed several scope adjustments in such areas as less visible slope or landscape areas as well as modified maintenance frequencies for less dense open space areas. No modifications to scope were made to the areas of highest visibility, public safety, fire safety, general weed control, etc.

As a result of some modifications to the scope of work, Brightview tailored their proposed maintenance costs which resulted in a revised yearly cost (that would not be adjusted for the first three years) to \$1,987,666.23. This is the amount being proposed for the new agreement. In addition, this agreement allows for unscheduled services in FY 2022-23 such as plant replacements, fence repairs, irrigation repairs, etc., in the amount, not to exceed, \$430,000. All unscheduled work is approved by the Landscape Services Manager prior to work beginning and contractor is not entitled to such funds unless authorized by the City.

In reviewing each district's fund balance, adequate funding is available in all of the districts however, new allocations will be needed in twenty-two of the thirty districts. The baseline amount already proposed in the existing budget is \$1,513,115.95. The amount that is needed to augment the baseline budget is \$474,550.28. The total contract amount would then be 1,987,666,23. The other eight districts (Prairie Oaks Ranch, Prairie Oaks Ranch No.2, American River Canyon North No. 3, The Islands at Parkshore, Folsom Heights, Folsom Heights No. 2, Folsom Plan Area CFD 19, Folsom Plan Area CFD 23) have adequate funds already budgeted. As such, additional funds will need to be appropriated in the FY 2022-23

L&L and CFD budgets. Districts requiring appropriations are outlined in the table provided below:

District	Fund Number (s)	New Cost	Estimated Budgets	New Allocation	Original Budget Total	New Budget Total
ARC North #2	267	\$ 105,094.58	\$ 56,500.00	\$ 48,594.58	\$ 139,256.00	\$ 187,850.58
Blue Ravine Oaks	250, 278	\$ 22,080.06	\$ 17,500.00	\$ 4,580.06	\$ 19,397.00	\$ 23,977.06
Broadstone #3	266	\$ 390,555.61	\$ 225,000.00	\$ 165,555.61	\$ 1,244,240.00	\$ 1,409,795.61
Broadstone 1, 2, & 4	210, 282	\$ 291,404.10	\$ 180,000.00	\$ 111,404.10	\$ 255,161.00	\$ 366,565.10
Cobble Hills Ridge II	214	\$ 25,218.38	\$ 20,000.00	\$ 5,218.38	\$ 54,046.00	\$ 59,264.38
Natoma Station	207	\$ 101,443.36	\$ 95,000.00	\$ 6,443.36	\$ 241,174.00	\$ 247,617.36
Willow Creek Estates South	252	\$ 76,442.54	\$ 25,000.00	\$ 51,442.54	\$ 266,790.00	\$ 318,232.54
Willow Springs	262	\$ 89,488.17	\$ 68,050.00	\$ 21,438.17	\$ 177,750.00	\$ 199,188.17
Briggs Ranch	205	\$ 66,042.95	\$ 45,000.00	\$ 21,042.95	\$ 102,612.00	\$ 123,654.95
Cobble Ridge	234	\$ 8,186.67	\$ 7,500.00	\$ 686.67	\$ 17,592.00	\$ 18,278.67
Folsom Plan Area- (CFD 18)	288	\$ 304,082.11	\$ 300,000.00	\$ 4,082.11	\$ 901,369.00	\$ 905,451.11
Hannafor Cross	212	\$ 16,961.76	\$ 11,500.00	\$ 5,461.76	\$ 28,438.00	\$ 33,899.76
Lake Natoma Shores/Preserve	213	\$ 17,637.84	\$ 7,000.00	\$ 10,637.84	\$ 23,173.00	\$ 33,810.84
Los Cerros	204	\$ 27,641.70	\$ 26,500.00	\$ 1,141.70	\$ 91,632.00	\$ 92,773.70
Natoma Valley/The Knolls	232	\$ 39,856.36	\$ 39,000.00	\$ 856.36	\$ 57,500.00	\$ 58,356.36
Prospect Ridge	285	\$ 14,669.94	\$ 8,000.00	\$ 6,669.94	\$ 27,769.00	\$ 34,438.94
Sierra Estates	231	\$ 8,532.70	\$ 4,500.00	\$ 4,032.70	\$ 17,445.00	\$ 21,477.70
Silverbrook	237	\$ 6,380.44	\$ 3,155.00	\$ 3,225.44	\$ 10,770.00	\$ 13,995.44
Steeplechase	251	\$ 14,300.28	\$ 14,000.00	\$ 300.28	\$ 46,366.00	\$ 46,666.28
The Residences at ARC/ ARC 2	271	\$ 14,905.06	\$ 14,000.00	\$ 905.06	\$ 31,866.00	\$ 32,771.06
Willow Creek Estates East	249, 284	\$ 55,830.68	\$ 55,000.00	\$ 830.68	\$ 28,481.00	\$ 29,311.68
			Total:	\$ 474,550.28	\$ 3,782,827.00	\$ 4,257,377.28

For additional information about each districts total budget that includes all costs beyond the landscape maintenance contracts such as utilities cost, streetlight maintenance, irrigation maintenance, planned projects, etc., the two last columns of the table show what is reflected in this yearly engineers report that is approved by City Council annually.

ATTACHMENT

Resolution No. 10873 - A Resolution Authorizing the City Manager to Execute an Agreement with BrightView Landscape Services for Landscaping and Lighting Districts, Community Facilities Districts, and Folsom Plan Area Landscapes for the City of Folsom and Appropriation of Funds

Submitted,

Lorraine Poggione,
Parks & Recreation Director

RESOLUTION NO. 10873

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES FOR LANDSCAPING AND LIGHTING DISTRICTS, COMMUNITY FACILITIES DISTRICTS, AND FOLSOM PLAN AREA LANDSCAPES FOR THE CITY OF FOLSOM AND APPROPRIATION OF FUNDS

WHEREAS, the City of Folsom desires to enter into a professional services agreement for an initial period beginning July 1, 2022 through June 30, 2025, for landscape maintenance services in the City of Folsom Landscaping and Lighting Districts, Community Facilities Districts, and the Folsom Plan Area Landscapes; and

WHEREAS, the City of Folsom can, at its discretion based on successful completion of the initial agreement, extend the contract for up to two additional one-year extensions; and

WHEREAS, proposals were solicited in accordance with Folsom Municipal Code Section 2.36.100 and advertised on March 31, 2022; and

WHEREAS, BrightView Landscape Services was the most qualified contractor; and

WHEREAS, funds are available in the respective districts current fund balance and budgeted in the respective FY 2022-23 Operating Budgets; and

WHEREAS, additional funds required to be allocated are available in each respective district fund balance, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with BrightView Landscape Services for landscape maintenance in Landscaping and Lighting Districts, Community Facilities Districts, and Folsom Plan Area Landscapes in the amount of \$1,987,666.23 for scheduled services and \$430,000 for unscheduled services for FY 2022-23.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate to each fund the amount listed on the attachment showing the appropriation amount as well as the total adjusted budget by fund for FY 2022-23.

PASSED AND ADOPTED this 28th day of June 2022 by the following roll-call vote:

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

Kerri M. Howell, MAYOR

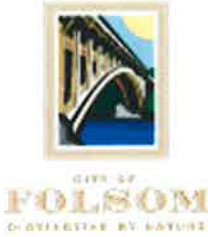
ATTEST:

Christa Freemantle, CITY CLERK

Attachment

District	Fund Number (s)	New Cost	Estimated Budgets	New Allocation	Original Budget Total	New Budget Total
ARC North #2	267	\$ 105,094.58	\$ 56,500.00	\$ 48,594.58	\$ 139,256.00	\$ 187,850.58
Blue Ravine Oaks	250, 278	\$ 22,080.06	\$ 17,500.00	\$ 4,580.06	\$ 19,397.00	\$ 23,977.06
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Willow Creek Estates East	249, 284	\$ 55,830.68	\$ 55,000.00	\$ 830.68	\$ 28,481.00	\$ 29,311.68
			Total:	\$ 474,550.28	\$ 3,782,827.00	\$ 4,257,377.28

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Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10874 - A Resolution Authorizing the City Manager to Execute Amendment No. 5 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10874 - A Resolution Authorizing the City Manager to Execute Amendment No. 5 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom.

BACKGROUND / ISSUE

The City has been working with San Juan Water District (SJWD) pertaining to federal water-related advocacy services. Our agencies continue to work together as direct diverters from Folsom Dam and Reservoir on federal legislative advocacy related to funding and water supply. As direct diverters from Folsom Dam and Reservoir, our agencies share many common federal legislative advocacy interests that can impact federal funding and local water supplies.

In November 2018, the City of Folsom entered into a memorandum of agreement (MOA) with San Juan Water District to engage The Ferguson Group (TFG) to continue lobbying efforts on behalf of the two partner agencies for a not to exceed fee of \$30,000. In August 2020, the City executed Amendment No. 3 to the MOA, bringing the total contract amount to \$36,000. The terms of the MOA have expired; however legislative advocacy is still necessary to address unforeseen Federal issues related to the Delta Plan, proposed Central Valley Project (CVP) re-

operational plans, and policy renewal processes with the U.S. Bureau of Reclamation Municipal and Industrial allocations. All these issues may impact the operations and water system allocations at Folsom Dam and Reservoir.

In May 2016, the partner agencies began a Request for Proposal (RFP) process for federal lobbying services for Fiscal Year 2017 through 2019. Three proposals were received and reviewed. Through the RFP process, the Water Purveyors selected The Ferguson Group, LLC as the most qualified and experienced federal lobbying group to perform these services. Amendment No. 5 to the MOA will allow the partner agencies to continue to share financial and staff resources in Fiscal Year 2022-23 for federal advocacy water issues important to Folsom and San Juan Water District.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$66,141 or greater shall be awarded by City Council.

ANALYSIS

During the past decade, City Council and staff have been continually involved in working with Federal elected officials and agencies on a number of issues of significant importance to the cities of Folsom and Roseville and the region. The Ferguson Group (TFG) has been under contract since 2002 with SJWD and the City of Folsom to represent issues related to water reliability projects at the Folsom Reservoir. This effort has been very successful in having our concerns heard at the Federal level. This amendment to the Memorandum of Agreement will provide water-related federal advocacy services through Fiscal Year 2022-23.

In January 2016, the City of Folsom and San Juan Water District began a Request for Proposal (RFP) process for federal lobbying services for Fiscal Year 2017. The RFP allowed the agencies to continue to share financial and staff resources for federal advocacy issues important to Folsom and its partners. As agencies who share a common interest in water supply from Folsom Reservoir, federal advocacy remains a critical component to having the City's issues related to water supply reliability heard at the federal level. Through the RFP process, the partner agencies selected The Ferguson Group, LLC as the most qualified and experienced federal lobbying group to perform these services.

The Ferguson Group interacts regularly with the U.S. Bureau of Reclamation, the U.S. Army Corps of Engineers, and a myriad of other federal departments, bureaus, and agencies on behalf of the City — both in Washington, D.C. and locally. The Ferguson Group's strong relationships with key officials and staff members in these agencies are critical to the success of the City's federal lobbying program.

The Environmental and Water Resources Department recommends that the City Council authorize the City Manager to execute Amendment No. 5 to the Memorandum of Agreement

(Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom.

FINANCIAL IMPACT

The City's cost share for continuing support of the lobbying effort is for an amount not to exceed \$36,000 for Fiscal Year 2022-23. Funding for this work is budgeted and available in the FY 2022-23 Water Operating Fund (Fund 520). Amendment No. 5 to the MOA will cover the City's share of services through June 30, 2023.

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(b)(3)). The Ferguson Group's contract work scope does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

ATTACHMENTS

1. Resolution No. 10874 - A Resolution Authorizing the City Manager to Execute Amendment No. 5 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom
2. Amendment No. 5 to the Memorandum of Agreement Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 10874

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 TO THE MEMORANDUM OF AGREEMENT (CONTRACT NO. 174-21 18-087) REGARDING SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES BETWEEN SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM

WHEREAS, the City has been working with San Juan Water District pertaining to federal water-related advocacy services; and

WHEREAS, San Juan Water District and the City of Folsom selected The Ferguson Group, LLC as the most qualified and experienced federal lobbying group through a competitive selection process; and

WHEREAS, Federal legislative advocacy services are still important and needed to address federal water issues; and

WHEREAS, the agreement with San Juan Water District will be for a not to exceed fee of \$36,000; and

WHEREAS, the funds have been budgeted in Fiscal Year 2022-23 and funds are available in the Water Operating Fund (Fund 520); and

WHEREAS, Amendment No. 5 to the Memorandum of Agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom Authorizes the City Manager to Execute Amendment No. 5 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between San Juan Water District and the City of Folsom

PASSED AND ADOPTED this 28th day of June 2022, by the following roll-call vote:

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

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

**AMENDMENT No. 5 TO THE MEMORANDUM OF AGREEMENT
REGARDING SHARING OF COSTS FOR LEGISLATIVE ADVOCACY SERVICES
BETWEEN THE SAN JUAN WATER DISTRICT AND THE CITY OF FOLSOM**

This is the fifth Amendment to the Memorandum of Agreement Regarding Sharing of Costs for Legislative Advocacy Services (“MOA”) that is made between the San Juan Water District (“District”) and the City of Folsom (“Party”) as of July 1, 2022. The District and the City of Folsom are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the MOA dated September 1, 2018, for the cost sharing of federal legislative advocacy services, by The Ferguson Group.

WHEREAS, this amendment will extend the amended MOA to and through June 30, 2022, at the not to exceed expenditure of \$72,000 (inclusive of regular business expenses).

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 3 of the MOA is amended to read that it “shall remain in full force and effect through June 30, 2023,” instead of June 30, 2019, while retaining all other language in the Section.
2. The previously amended Section 4 of the MOA is amended again, retaining all language except the following, to read:
 4. Ceiling Price: In no event shall the total cost of lobbying and support services procured pursuant to this MOA over the fiscal year beginning July 1, 2022 and ending June 30, 2023, exceed seventy-two thousand dollars to be paid by the Parties....”
3. All other terms and conditions in the MOA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment, effective as of July 1, 2022.

SAN JUAN WATER DISTRICT
A Community Services District

CITY OF FOLSOM
a Municipal Corporation

BY: _____
Paul Helliker, General Manager

BY: _____
Elaine Andersen, City Manager

Funding Available:

BY: _____
Stacey Tamagni, Finance Director

ORIGINAL APPROVED AS TO CONTENT:

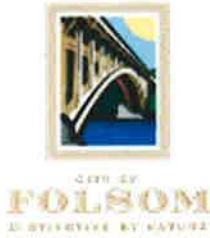
BY: _____
Marcus Yasutake, Environmental &
Water Resources Director

ORIGINAL APPROVED AS TO FORM:

BY: _____
Steven Wang, City Attorney

ATTEST:

BY: _____
Christa Freemantle, City Clerk



Folsom City Council Staff Report



MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10875 – A Resolution Accepting Donated Furniture Items for City Use
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 10875 – A Resolution Accepting Donated Furniture Items for City Use.

BACKGROUND / ISSUE

The Parks and Recreation Director was contacted by Steve Miklos of Bentley Mortgage with a donation of three modular desk units on June 7, 2022. The modular desk units are in good condition and suitable for use by the City.

POLICY / RULE

California Government Code Section 37354 states “The legislative body may accept or reject any gift, bequest, or devise made to or for the city, or to or for any of its officers in their official capacity or in trust for any public purpose. It may hold and dispose of the property and the income and increase from the property for such uses as are prescribed in the terms of the gift, bequest, or devise.”

ANALYSIS

Modular desk units are increasingly more expensive and difficult to obtain in the current supply chain environment due to the COVID-19 pandemic. New desk units are typically in the range of \$5,000 each.

FINANCIAL IMPACT

There is no negative fiscal impact to the city for accepting this donation. The city will save approximately \$5,000 per desk unit to accommodate staff needs.

ENVIRONMENTAL REVIEW

There is no environmental impact for accepting this donation.

ATTACHMENT

1. Resolution No. 10875 – A Resolution Accepting Donated Furniture Items for City Use

Submitted,

Lorraine Poggione, Parks & Recreation Director

RESOLUTION NO. 10875

A RESOLUTION ACCEPTING DONATED FURNITURE ITEMS FOR CITY USE

WHEREAS, Steve Miklos of Bentley Mortgage donated three modular desk units to the City for use; and

WHEREAS, the modular desk units are in good condition and suitable for City use; and

WHEREAS, California Government Code Section 37354 states “The legislative body may accept or reject any gift, bequest, or devise made to or for the city, or to or for any of its officers in their official capacity or in trust for any public purpose. It may hold and dispose of the property and the income and increase from the property for such uses as are prescribed in the terms of the gift, bequest, or devise.”; and

WHEREAS, this donation has no negative fiscal impact for the City. The city will save \$5,000 per desk unit; and

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the donated furniture items for City use.

PASSED AND ADOPTED this 28th day of June 2022, by the following roll-call vote:

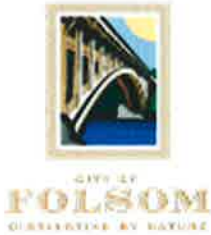
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report



MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10876 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to approve Resolution No. 10876 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park.

BACKGROUND / ISSUE

City Council authorized the City Manager to execute a license agreement with New Cingular Wireless PCS, LLC on April 27, 2010. The term of the agreement commenced with the issuance of a building permit for the site and site license agreement for a lease area of approximately 372 square feet. The antennas are secured to an existing Pacific Gas and Electric (PG&E) tower.

On January 13, 2022, PG&E contacted the City of Folsom to add an emergency generator at the site for power in the event of an outage. The proposed change requires an additional 189 square feet of lease space. During review of the existing agreement for the generator amendment, an inconsistency was noticed regarding the terms stated in the agreement and Exhibit D “Schedule of Fees”.

The term of the agreement is stated as follows: an initial term of five (5) years with five (5) automatic term extensions of five (5) years each for a total of thirty (30) years. Exhibit D in the original agreement only reflected fees for the first twenty (20) years; however, it will be updated in this amendment to reflect the full thirty (30) year term of the agreement.

Additionally, Exhibit B “Description of Premises” will be updated with the additional square footage and plans for the emergency generator.

POLICY / RULE

The City Manager shall receive City Council authority to execute contracts in excess of \$66,141.

ANALYSIS

New Cingular Wireless PCS, LLC proposes to add an additional 189 square feet to accommodate an emergency generator and modify Exhibit B.

Exhibit D will be updated to include Years 21 – 30 for a total of \$447,228.89 in additional scheduled rental fees over the remaining 10 years.

This amendment will be in a form acceptable to the City Attorney.

FINANCIAL IMPACT

Exhibit D of the original agreement only reflected fees for the first twenty (20) years totaling \$580,400.09. This amendment corrects Exhibit D to include the final ten (10) years of fees in the agreement for an additional \$447,228.89 in rental fees. The total value of the agreement with the amendment is \$1,027,628.98.

ENVIRONMENTAL REVIEW

This project is Categorically Exempt from the California Environmental Quality Act (CEQA) regulation under Section 15301 (Existing Facilities) of the CEQA Guidelines.

ATTACHMENTS

1. Resolution No. 10876 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park
2. Communications Site License Agreement with New Cingular Wireless PCS, LLC at BT Collins Park (Contract No. 173-21 10-033)
3. Exhibit B “Description of Premises”
4. Exhibit D “Schedule of Fees”

Submitted,

Lorraine Poggione, Parks and Recreation Director

ATTACHMENT 1

RESOLUTION NO. 10876

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE COMMUNICATIONS SITE LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AT BT COLLINS PARK

WHEREAS, New Cingular Wireless PCS, LLC requests authorization to add an emergency generator and 189 square feet of lease space; and

WHEREAS, Exhibit B “Description of Premises” is updated to reflect 189 additional square feet of lease space and plans for emergency generator; and

WHEREAS, Exhibit D “Schedule of Fees” is amended to reflect Years 21 – 30 of lease which will generate additional rental fees in the amount of \$447,228.89; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park.

PASSED AND ADOPTED this 28 day of June, 2022, by the following roll-call vote:

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

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2



F1Market: Reno/Sacramento
Cell Site Number: CN1613A
Cell Site Name: Dam Rd
Fixed Asset Number: 10101326
Address: 828 Willow Creek Drive, Folsom, CA 95630

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License Agreement") dated on this 20th day of April, 2010, is made by and between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, ("Licensee") whose address 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 and the CITY OF FOLSOM, a political subdivision of the State of California ("Licensor" or "City") whose address is 50 Natoma Street, Folsom, California 95630.

RECITALS

This License Agreement is entered into based upon the following facts, circumstances and understandings:

A. Licensor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as B.T. Collins Park, Folsom, California 95630, Sacramento County Assessor's Parcel Number APN No.071-0040-136 ("Licensor's Real Property"). Licensee desires to utilize an approximate 18' - 0" x 20' - 8" square foot portion of Licensor's Real Property with any necessary easements over other portions of Licensor's Real Property and/or shared use of Licensor's easements over other real property necessary for Licensee's access and utilities to the licensed area (altogether the "Premises"), as described on Exhibit "B" attached hereto. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Licensee is a communications carrier that desires to construct and operate a wireless communications site at the Premises as part of its communications network.

C. Licensor is willing to License the Premises to Licensee for Licensee's proposed use subject to the terms and conditions of this License Agreement.

WHEREFORE, the parties hereto agree as follows:

1. Grant of License. Licensor hereby licenses to Licensee the Premises for Licensee's proposed use, subject to the following terms and conditions.

2. Permitted Uses. The Premises may be used by Licensee for the operation of a wireless communications site. Under this License Agreement, Licensee may install, place, use, operate, repair, and maintain on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, and related equipment as described in Exhibit B for the operation of its wireless communications site at the Premises (collectively "Licensee's Facilities"). Further, Licensee has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Licensee's Facilities and as required for Licensee's communications operations at the Premises. Once Licensee's Facilities are installed, Licensee shall be required to obtain Licensor's prior written consent to further improvements or installation of additional equipment at the Premises, except that Licensee shall be permitted, without

Licensor's consent, to make enhancements, replacements, upgrades or substitutions of equipment and antennas which substantially conform to the physical specifications of the previously installed equipment and antennas. Licensee in accordance with the terms of this Agreement and conditions of approval shall return the Premises to its original condition upon removal of Licensee's Facilities.

3. Conditions Precedent: Prior Approvals. This License Agreement is conditioned upon Licensee obtaining, prior to any construction, alteration or use, all governmental licenses, permits and approvals enabling Licensee to construct and operate wireless communications facilities on the Premises. Licensor agrees to cooperate with Licensee's reasonable requests for Licensor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Licensor. Licensee covenants throughout the term of this Agreement, at Licensee's sole cost and expense, to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and city governments which may be applicable to Licensee's use of the Premises and Licensee's Facilities.

4. Term. The term of this License Agreement shall be five (5) years commencing with the issuance of a local governmental building permit allowing Licensee to construct Licensee's Facilities on the Premises or three (3) months from the date of full execution of this License Agreement, whichever occurs first ("Commencement Date") ("Term"). Licensee shall promptly deliver written notice to Licensor of the Commencement Date. This License Agreement shall automatically be extended for five (5) terms ("Renewal Terms") of five (5) years each for a total of thirty (30) years unless Licensee notifies Licensor in writing of Licensee's intention not to extend this License Agreement at least thirty (30) days prior to the expiration of the initial Term of five (5) years or subsequent renewal Terms.

5. Rent.

(a) During the term of this Agreement, and in the manner set forth in sub-paragraph (5b) below, Licensee shall pay to Licensor, at the address specified in Paragraph 22, Notices and Deliveries, the sum of Eighteen Hundred Dollars (\$1,800.00) per month. Fees shall be payable as indicated in Exhibit "D" attached hereto, in advance to Licensor as specified in sub-paragraph (5b) below. Furthermore, the Licensee shall pay to the Licensor a one-time capital improvement fee of \$25,000 to be used for on or off-site park related development. Obligation for this payment shall be on or before the Fee Commencement Date.

(b) Fees shall be payable as set forth in Exhibit "D" with a three percent (3%) annual increase after the first year and every subsequent year thereafter. The first payment of \$43,848.00 will consist of \$21,600.00 for year one and \$ 22,248.00 for year two. Thereafter, fees shall be payable every two (2) years in advance on the anniversary of the Commencement Date as described in Exhibit "D" attached hereto.

(c) The Licensee shall pay to the Licensor a one-time capital improvement fee of \$25,000 to be used for on or off-site park development. Obligation for this payment shall be on or before the Fee Commencement Date.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.

Licensee shall have the right (but not the obligation) at any time following the full execution of this License Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Licensee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation

or construction of Licensee's Facilities. During any Due Diligence activities or pre-construction work, Licensee shall have and maintain in full force and effect the insurance, set forth in Section 16, Insurance. Licensee will notify Licensor, at least 48 hours in advance, of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Licensor. If in the course of its Due Diligence Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee shall have the right to terminate this License Agreement prior to the Commencement Date by delivery of written notice thereof to Licensor as set forth in Section 13, Termination.

7. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this License Agreement, Licensee shall have the right of access to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Licensee. In exercising its right of access to the Premises herein, Licensee agrees to cooperate with any reasonable security procedures utilized by Licensor at Licensor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Licensor or of other tenants or occupants of Licensor's Real Property. Licensee will be attaching its antennas to an existing tower owned and controlled by Pacific Gas and Electric Company, a California corporation ("PG & E") and located on the Licensor's Property, as shown on Exhibit B hereto ("PG & E's Tower"). PG & E is entitled to place its towers and associated equipment on Licensor's Property pursuant to a right of way and easement agreement (the "PG & E Easement"). Licensor hereby consents to Licensee's use of PG & E's tower and easement area as contemplated in this Agreement; however such consent is contingent upon full compliance with the terms of this Agreement and all necessary governmental licenses, permits and approvals required to construct and operate a wireless communications facility on the Premises.

8. **Licensee's Work, Maintenance and Repairs.** All of Licensee's construction and installation work at the Premises shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Licensee shall maintain Licensee's Facilities and the Premises in neat and safe condition and in compliance with all applicable codes and governmental regulations and conditions of approval. Licensee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Licensee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this License Agreement, Licensee shall surrender the Premises in good condition, less ordinary wear and tear; however, Licensee shall not be required to remove, unless specifically requested to by the Licensor, any foundation supports for Licensee's Facilities or conduits, which have been installed by Licensee. If removal is required, Licensee shall restore the Premises and Licensor's Real Property to its original condition. Licensee's equipment shall be installed within the northwest quadrant designated for such use in the footprint of the PG&E tower. Utility trenching, site access disturbance or any other damage to Licensor's Real Property shall be restored to the satisfaction of the Parks and Recreation Director. Backfilling, compaction and reseeding (hydroseed) of the disturbed areas shall be required. Damage to existing decomposed granite or concrete pathways and walks caused by this project shall be repaired to the satisfaction of the Parks and Recreation Director. Licensee shall not suffer or permit any mechanic's, vendor's, laborer's or materialman's statutory or similar liens (collectively, "Mechanics Liens") to be filed against the Premises or Licensee's Facilities, nor against Licensee's interest in the Premises pursuant to this Agreement, by reason of work, labor, services or materials supplied or claimed to have been supplied to Licensee or anyone holding any interest in the Premises and/or Licensee's Facilities or any part thereof through or under Licensee. If any such mechanic's lien shall be filed, Licensee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Licensee shall have the right to contest, with due diligence, the validity or amount of any such lien or claimed lien, if Licensee shall give to Licensor security in an amount equal to one and one-half (1-1/2) times the amount of such lien or claimed lien. Subject to the foregoing provisions, if Licensee shall fail to cause such lien to be discharged within such thirty (30) day period, then, in addition to any other right or remedy of Licensor,

Licensor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the consent or request of Licensor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishings or any materials for any part of Licensee's Facilities, alterations to or repair of the Premises or Licensee's Facilities or any part thereof, nor as giving Licensee a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens against the Premises or Licensee's Facilities.

9. Title to Licensee's Facilities. Licensee shall hold title to Licensee's Facilities and any equipment placed on the Premises by Licensee. All of Licensee's Facilities shall remain the property of Licensee and are not fixtures. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License Agreement. Any damage or disturbance to the park premises caused by removal of Licensee's Facilities whether by Licensee or a third party shall be restored and repaired at Licensee's sole cost and expense and to the satisfaction of the Parks and Recreation Director. Licensor acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Licensor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Licensee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of temporary emergency back-up power). Subject to Licensor's approval of the location, which approval shall not be unreasonably withheld, Licensee shall have the right to place utilities on (or to bring utilities across) Licensor's Real Property in order to service the Premises and Licensee's Facilities. Upon Licensee's request, Licensor shall execute recordable easement(s) evidencing this right. Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities.

11. Interference with Communications. Licensee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment, which exist on Licensor's Real Property, which relate in anyway to the City's radio transmission infrastructure (including but not limited to the Fire Department's and the Police Department's voice and data radio transmissions), or which relate in anyway to the City's wireless irrigation controllers, on the effective date of this License Agreement ("Pre-existing Communications"), and Licensee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Licensor of any apparent interference by Licensee with Pre-existing Communications, Licensee shall have the responsibility to promptly terminate such interference or demonstrate to Licensor with competent information satisfactory to the Licensor that the apparent interference in fact is not caused by Licensee's Facilities or operations. Licensor shall not, nor shall Licensor permit any other tenant or occupant of any portion of Licensor's Real Property to, engage in any activities or operations which interfere with the communications operations of Licensee described in Section 2, above. Licensor will provide Licensee with technical information from the party proposing such installation for review and sign-off by Licensee. Licensor agrees to incorporate equivalent

provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portion of Licensor's Real Property."

12. Taxes. Licensee shall pay personal property taxes assessed against Licensee's Facilities, and Licensor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this License Agreement.

13. Termination. This License Agreement may be terminated without further liability except as set forth herein, on thirty (30) days prior written notice as follows: (i) by either party upon default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Licensee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; (iii) by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or changes in frequencies; or (iv) by Licensee for any reason. Except as set forth herein, upon termination, Licensor shall return to Licensee any prepaid rent. In the event this License Agreement is terminated due to a default by Licensee or Licensee terminates this Agreement pursuant to (ii) or (iv) above, Licensee shall pay Licensor a termination penalty as follows: (a) If such termination occurs during the first five (5) years of the term (years 1-5), there will be a penalty equal to two (2) years of the rent then in effect; (b) If such termination occurs during the second 5-year term (years 6-10), the penalty shall be equal to one (1) year of the rent then in effect; and (c) If such termination occurs during the third or fourth 5-year terms (years 11-20), then no penalty will be imposed.

14. Destruction of Premises. If the Premises or Licensor's Real Property is destroyed or damaged so as to prevent Licensee's effective use of the Premises and Licensor's Real Property for the ongoing operation of a wireless communications site, Licensee may elect to terminate this License Agreement as of the date of the damage or destruction by so notifying Licensor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties, which do not survive the termination of this License Agreement, shall cease as of the date of the damage or destruction.

15. Condemnation. If a condemning authority takes all of Licensor's Real Property, or a portion, which is sufficient to render the Premises unsuitable for Licensee's ongoing operation of a wireless communications site, then this License Agreement shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation preceding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance.

(a.) Licensee shall maintain the following insurance: (1) Commercial General Liability with limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence.

(b.) The City and its officers, agents, employees and volunteers shall be named as additional insureds with respect to General Liability and Automobile Liability insurance. Licensee shall furnish to Licensor a certificate, or certificates of

insurance with endorsements, with an insurance carrier(s) with AM Best ratings of at least A-VII on forms acceptable to the Licensor. Licensee shall furnish prior to or contemporaneously with the execution of this Agreement certificates of Insurance and endorsements. The certificates and endorsements for each insurance policy are to be signed by person authorized by the insurer to bind coverage on its behalf.

- (c.) Each certificate shall provide that insurers will not cancel without endeavoring to provide at least thirty (30) days prior written notice to Licensor.
- (d.) The minimum insurance coverage shall be as follows:
 - (i.) Commercial general liability insurance which includes, but is not limited to, personal injury, property damage, losses related to independent contractors, products and equipment, explosion, collapse and underground hazards shall be in the amount of not less than a combined single limit of five million dollars for one or more persons injured and property damage in each occurrence and in the aggregate. This insurance shall name Licensor as additional insured solely as respects this project on a primary basis, Licensor, as well as its officers, employees, agents and volunteers. To the extent insurance applies, the insurer shall assume the defense of Licensor, its officers, employees, agents and volunteers from all suits, actions, damages or claims of every type and description to which they may be subjected or put by reason of, or resulting from the construction or installation of Licensee's Facilities, except as respects suits, actions, damages or claims arising out of intentional or negligent acts of Licensor, its officers, employees, agents or volunteers.
- (e.) Each policy of insurance shall be with insurers with a Best' rating of no less than A: minus VII, and specify that:
 - (i.) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as if those separate policies had been insured to each insured, and
 - (ii.) It acts as primary insurance and that no insurance held by Licensor shall be called upon to cover either in full or in part, any loss covered under the policy.

17. Assignments or Transfers. Prior to the lien-free completion of construction of Licensee's Facilities, this Agreement and the interest of Licensee under this Agreement may not be assigned (except to Licensee's affiliates, as defined below) without the prior written consent of Licensor in each instance. Subsequent to completion of such construction, and with the prior consent of Licensor, this Agreement and the interest of Licensee under this Agreement may be assigned to any person, firm or corporation, provided that (with the exception of any permitted assignment as described below) to which the following requirements shall not apply): (a) no such assignment shall be effective for any purpose unless and until (i) the assignor's interest in Licensee's facilities shall be transferred to the assignee of this Agreement and (ii) there shall be delivered to Licensor (A) a duplicate original of the instrument or instruments of transfer of this Agreement and of the assignor's interest in the Licensee's Facilities in recordable form, containing the name and address of the transferee and (B) an instrument of assumption by the transferee of all of Licensee's obligations under this Agreement; and (b) no such assignment and

assumption shall operate or be deemed to operate as a release of the within-named Licensee and/or the duties, obligations and liabilities of Licensee (and/or any guarantor or guarantors of the duties, obligations and liabilities of the within-named Licensee) under this Agreement.

Notwithstanding anything set forth above to the contrary, Licensee shall have the right, without Licensor's consent, to sublicense or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of Licensee.

18. Co-location. Licensee shall have the right to permit other communications providers (Additional Providers) to occupy space in any equipment enclosure installed by Licensee on the Premises with Licensor's prior written consent, which consent shall not be unreasonably withheld, provided that any such Additional Provider shall be bound by all the duties and obligations of this License Agreement and that Licensee shall be primarily liable to Licensor for such Sub-licensee's performance under this License Agreement (Sublicense). In any such Sublicense, Licensee shall be entitled to charge the Sub-licensee rent or fees in order to recover a prorata portion of the expenses which Licensee advanced to develop Licensee's Facilities at the Premises and to provide utilities to the Premises. As a condition precedent to the effectiveness of any Sub-license agreement with any Additional Provider, Licensee agrees that such Additional Provider shall be obligated, prior to installation of their facilities, to enter into a separate license agreement with Licensor.

19. Nondisturbance and Quiet Enjoyment:

(a) So long as Licensee is not in default under this License Agreement, Licensee shall be entitled to quiet enjoyment of the Premises during the term of this License Agreement or any Renewal Term, and Licensee shall not be disturbed in its occupancy and use of the Premises.

20. Indemnification.

(a) **Licensee's Indemnity.** Licensee hereby agrees to indemnify and hold Licensor and Licensor's officers, directors, partners, shareholders, employees, agents, volunteers, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Licensee's use, operation, maintenance or repair of Licensee's Facilities at the Premises or access over Licensor's Real Property or Licensee's shared use of Licensor's easements for access to the Premises, except to the extent 100% attributable to the negligent or intentional act or omission of Licensor, its officers, directors, partners, shareholders, employees, agents, volunteers, contractors or subcontractors.

(b) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the cancellation or expiration of this License Agreement.

21. Environmental Issues; Historic Preservation; Hazardous Materials. Licensee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents. As of the Effective Date of this Agreement Licensee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, The provisions of this Paragraph 21 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any

applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Licensors: City of Folsom
Parks and Recreation Department
50 Natoma Street
Folsom, CA 95630-2692
Attn: Director
Telephone: (916) 355-7304
Facsimile: (916) 351-5931

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CN1613A; Cell Site Name: Dam Rd. (CA)
Fixed Asset No: 10101326
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the addresses above to AT&T Legal at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN1613A; Cell Site Name: Dam Rd. (CA)
Fixed Asset No: 10101326
P O Box 97061
Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN1613A; Cell Site Name: Dam Rd. (CA)
Fixed Asset No: 10101326
16331 NE 72nd Way
Redmond, WA 98052-7827

Licensors or Licensee may from time to time designate any other address for notices or deliveries by thirty (30) days prior written notice to the other party.

23. **Miscellaneous.**

(a) **Severability.** If any provision of the License Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this License Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this License Agreement have full power and authority, to execute and deliver this License Agreement, and that this License Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this License Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice, which may develop between the parties in the implementation or administration of the terms of this License Agreement, shall be construed to waive or lessen any right to insist upon strict performance of the terms of this License Agreement.

(d) **Venue:** This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

(e) **Attorneys' Fees and Costs.** The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this License Agreement, which by their sense and context survive the termination, cancellation, or expiration of this License Agreement will so survive.

(g) **Memorandum of License.** Licensor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Licensee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This License Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's license of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this License Agreement must be in writing and executed by authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of License Agreement.** The parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this License Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this License Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this License Agreement.

(j) **Remedies.** The specified remedies to which each party may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which each party may be lawfully entitled in case of any breach or threatened breach by Licensee of any provision of this Agreement. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option in this Agreement shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Licensor of Rent with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver either party of any provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by each party.

(k) This Agreement cannot be changed orally, but only by an agreement in writing signed and acknowledged by Licensee and Licensor.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the dates set forth below and acknowledge that this License Agreement is effective as of the date first above written.

LICENSEE:
New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By: AT&T Mobility Corporation
Its: Managing Member

By: 
Michael Guilford, Real Estate and Construction Manager
Its: Authorized Signatory under Schedule of Authorization

Tax I.D. Number


Date 4/20/10

Each of the above signatures must be notarized either on the form below or attach a separate Certificate of Acknowledgment, pursuant to Civil Code, Section 1189.

CITY OF FOLSOM, A Political Subdivision of the State of California:

Date 5/19/10


Kerry Miller, City Manager


ATTEST:

Christa Freemantle, City Clerk

ATTEST:

James W. Francis, Finance Director / CFO

ORIGINAL APPROVED AS TO CONTENT:

Robert Goss, Parks & Recreation Director

ORIGINAL APPROVED AS TO FORM:

Bruce C. Cline, City Attorney

STATE OF California)
COUNTY OF Alameda)

On April 26th 2010 before me, Ellen Magnie, the undersigned, a Notary Public in and for said State, personally appeared Michael Gumbord, who

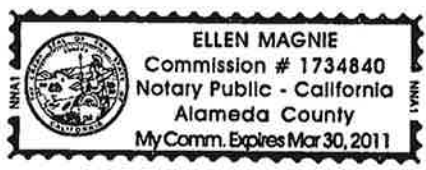
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature Ellen Magnie

Name Ellen Magnie
(typed or printed)



(Seal)

STATE OF _____)
COUNTY OF _____)

On _____ before me, _____, the undersigned, a Notary Public in and for said State, personally appeared _____, who

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

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

WITNESS my hand and official seal.

Signature _____

Name _____
(typed or printed)

(Seal)

Certificate of Acknowledgment pursuant to Civil Code, Section 1189, must be completed for each Corporate officer's signature.

STATE OF CALIFORNIA)
) ss

COUNTY OF SACRAMENTO)

On this _____, before me, _____, Notary Public, State of
California, (Date) (Name of Notary)

duly licensed and sworn, personally appeared _____ and
_____, known to me (or proved to me on the basis of satisfactory evidence) to
be the persons who executed the above instrument.

**IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California,
County of Sacramento, on the date set forth above in this document.**
(Seal)

Certificate of Acknowledgment pursuant to Civil Code, Section 1189, must be completed for each Corporate officer's signature.

STATE OF CALIFORNIA)
) ss

COUNTY OF SACRAMENTO)

On this _____, before me, _____, Notary Public, State of
California, (Date) (Name of Notary)

duly licensed and sworn, personally appeared _____ and
_____, known to me (or proved to me on the basis of satisfactory evidence) to
be the persons who executed the above instrument.

**IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California,
County of Sacramento, on the date set forth above in this document.**
(Seal)

**EXHIBIT A
TO THE LICENSE AGREEMENT**

DESCRIPTION OF LICENSOR'S REAL PROPERTY

Licensor's Property of which Premises are a part is described as follows:

Title No. 07-5004151
Locate No. CAFNT0934-0934-0010-0005004151

**LEGAL DESCRIPTION
EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1, as shown on that certain Parcel Map entitled "A Portion of 1266.758 Acre Tract, 33 R. S. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on October 29, 1984, in Book 83 of Parcel Maps, at Page 21, Sacramento County Records.

Excepting therefrom all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land and real property, whether now known, to exist or hereafter discovered, without, however, any right to use the surface of such land and real property, whether now known to exist or any portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved in that certain deed recorded May 31, 1984 at Page 2626 by and between Angelo K. Tsakopoulos etal and M.J. Brock and Sons, Inc., a Delaware corporation.

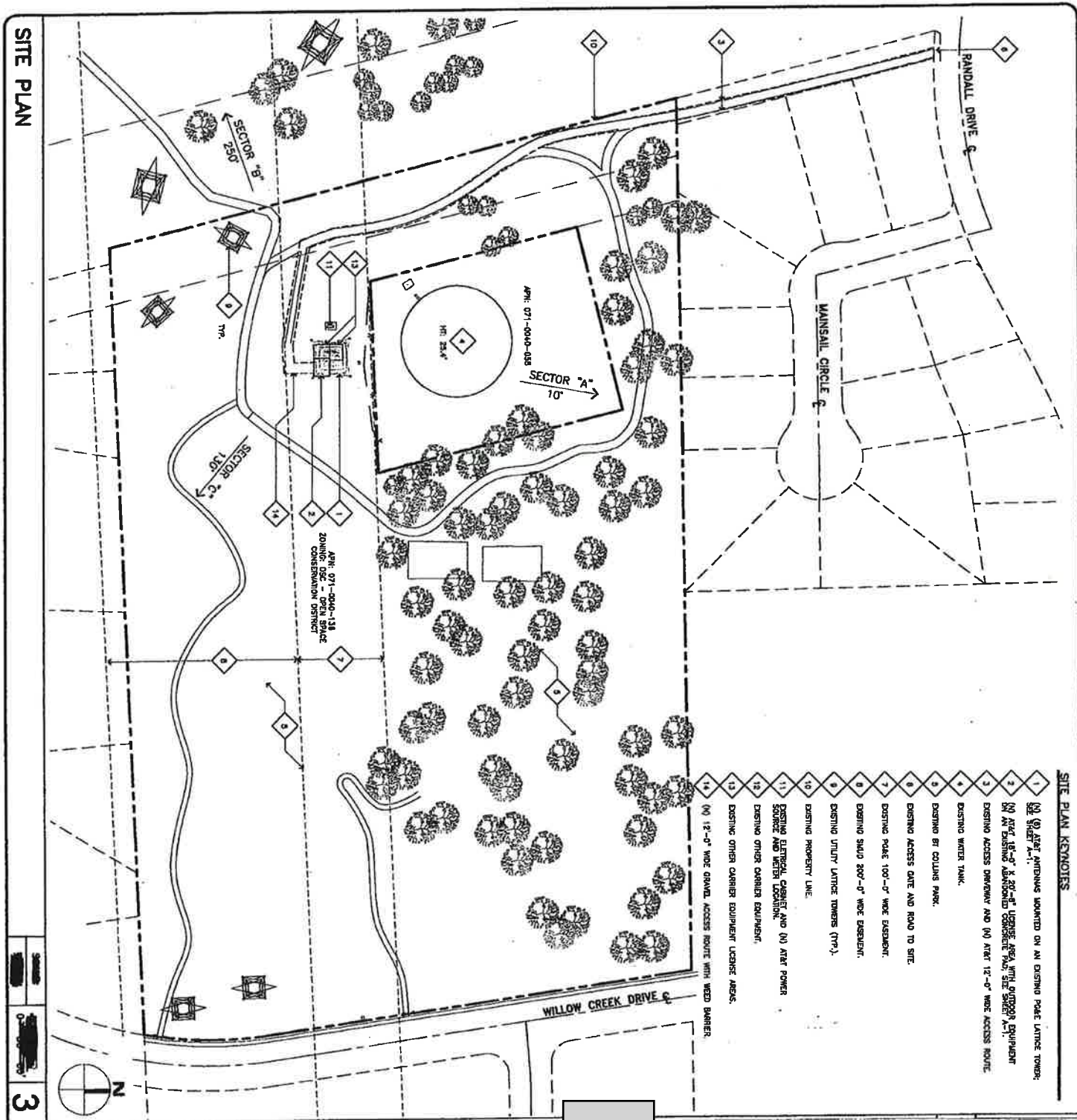
APN: 071-0040-136

**EXHIBIT B
TO THE LICENSE AGREEMENT**

DESCRIPTION OF PREMISES

Page 1 of 2

The Premises consist of those specific areas described/shown below or attached where Licensee's communications antennae, equipment and cables occupy Licensor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Licensee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Licensor's Real Property.



**EXHIBIT B
TO THE LICENSE AGREEMENT
DESCRIPTION OF PREMISES**
Page 2 of 2

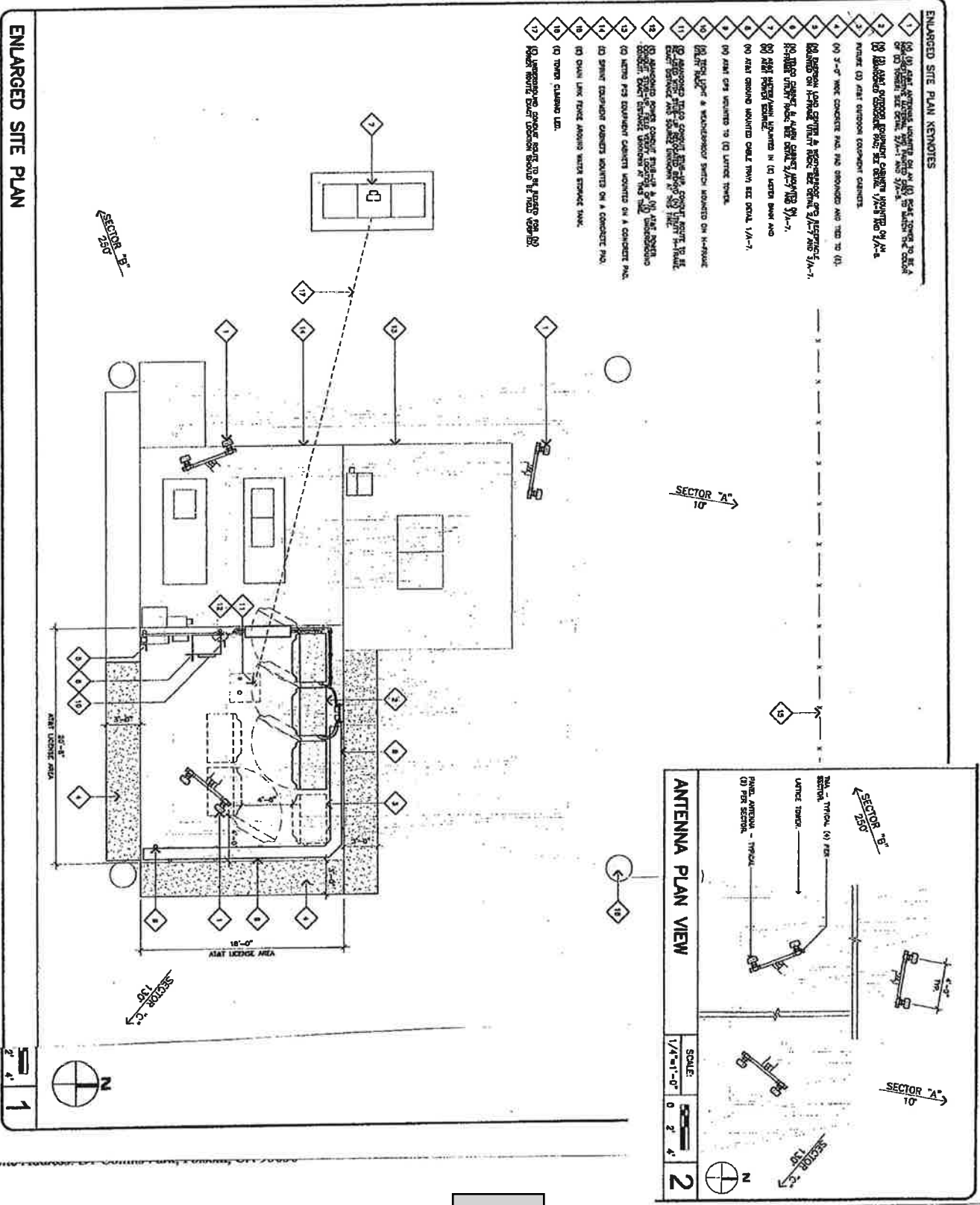


EXHIBIT C

MEMORANDUM OF AGREEMENT

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC,
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

Re: **Market: Reno/Sacramento**
Cell Site Number: CN1613A
Cell Site Name: Dam Rd
FA Number: 10101326
Address: 828 Willow Creek Drive, Folsom, CA 95630
County: Sacramento

MEMORANDUM OF SITE LICENSE AGREEMENT

APN: 071-0040-136

This Memorandum of Agreement is entered into on this ____ day of _____, _____, by and between the CITY OF FOLSOM, a municipal corporation of the State of California with an office at 50 Natoma Street, Folsom, California 95630 (hereinafter referred to as "Licensor"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, ("Licensee") whose address is 12555 Cingular Way, Alpharetta, GA 30009, (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a Communications Site License Agreement ["Agreement"] on the ____ day of _____, _____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the issuance of a local governmental building permit allowing Licensee to construct Licensee's Facilities on the Premise or three (3) months from the date of full execution of this License Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this License Agreement on the dates set forth below and acknowledge that this License Agreement is effective as of the date first above written.

LICENSEE:
New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By: AT&T Mobility Corporation
Its: Managing Member

Tax I.D. Number

By: **COPY- DO NOT EXECUTE**
Michael Guibord, Real Estate and Construction Manager
Its: Authorized Signatory under Schedule of Authorization

Date

Each of the above signatures must be notarized either on the form below or attach a separate Certificate of Acknowledgment, pursuant to Civil Code, Section 1189.

CITY OF FOLSOM, A Municipal Corporation:

Date

COPY- DO NOT EXECUTE
Kerry Miller, City Manager

ATTEST:

ATTEST:

Christa Schmidt, City Clerk

James W. Francis, Finance Director / CFO

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Robert Goss, Parks & Recreation Director

Bruce C. Cline, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, the undersigned, a Notary Public in and for said State, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

Name _____
(typed or printed)

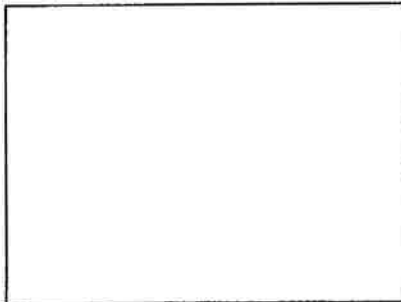
(Seal)

[Notary block for City of Folsom]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that John A. Storch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP Network Deployment of Clearwire US LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Exhibit A Legal Description

Title No. 07-5004151
Locate No. CAFNT0934-0934-0010-0005004151

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1, as shown on that certain Parcel Map entitled "A Portion of 1266.758 Acre Tract, 33 R. S. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on October 29, 1984, in Book 83 of Parcel Maps, at Page 21, Sacramento County Records.

Excepting therefrom all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land and real property, whether now known, to exist or hereafter discovered, without, however, any right to use the surface of such land and real property, whether now known to exist or any portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved in that certain deed recorded May 31, 1984 at Page 2626 by and between Angelo K. Tsakopoulos et al and M.J. Brock and Sons, Inc., a Delaware corporation.

APN: 071-0040-136

Exhibit D

SCHEDULE OF FEES OVER INITIAL TERM AND RENEWAL TERMS

Payment No.	Year	Fee	Payment
1	1	\$21,600.00	\$43,848.00
	2	\$22,248.00	
2	3	\$22,915.44	\$46,518.34
	4	\$23,602.90	
3	5	\$24,310.99	\$24,310.99
4	6	\$25,040.32	\$50,831.85
	7	\$25,791.53	
5	8	\$26,565.28	\$53,927.51
	9	\$27,362.23	
6	10	\$28,183.10	\$28,183.10
7	11	\$29,028.59	\$58,928.05
	12	\$29,899.45	
8	13	\$30,796.44	\$62,516.76
	14	\$31,720.33	
9	15	\$32,671.94	\$32,671.94
10	16	\$33,652.10	\$68,313.76
	17	\$34,661.66	
11	18	\$35,701.51	\$72,474.06
	19	\$36,772.55	
12	20	\$37,875.73	\$37,875.73
		\$580,400.09	\$580,400.09

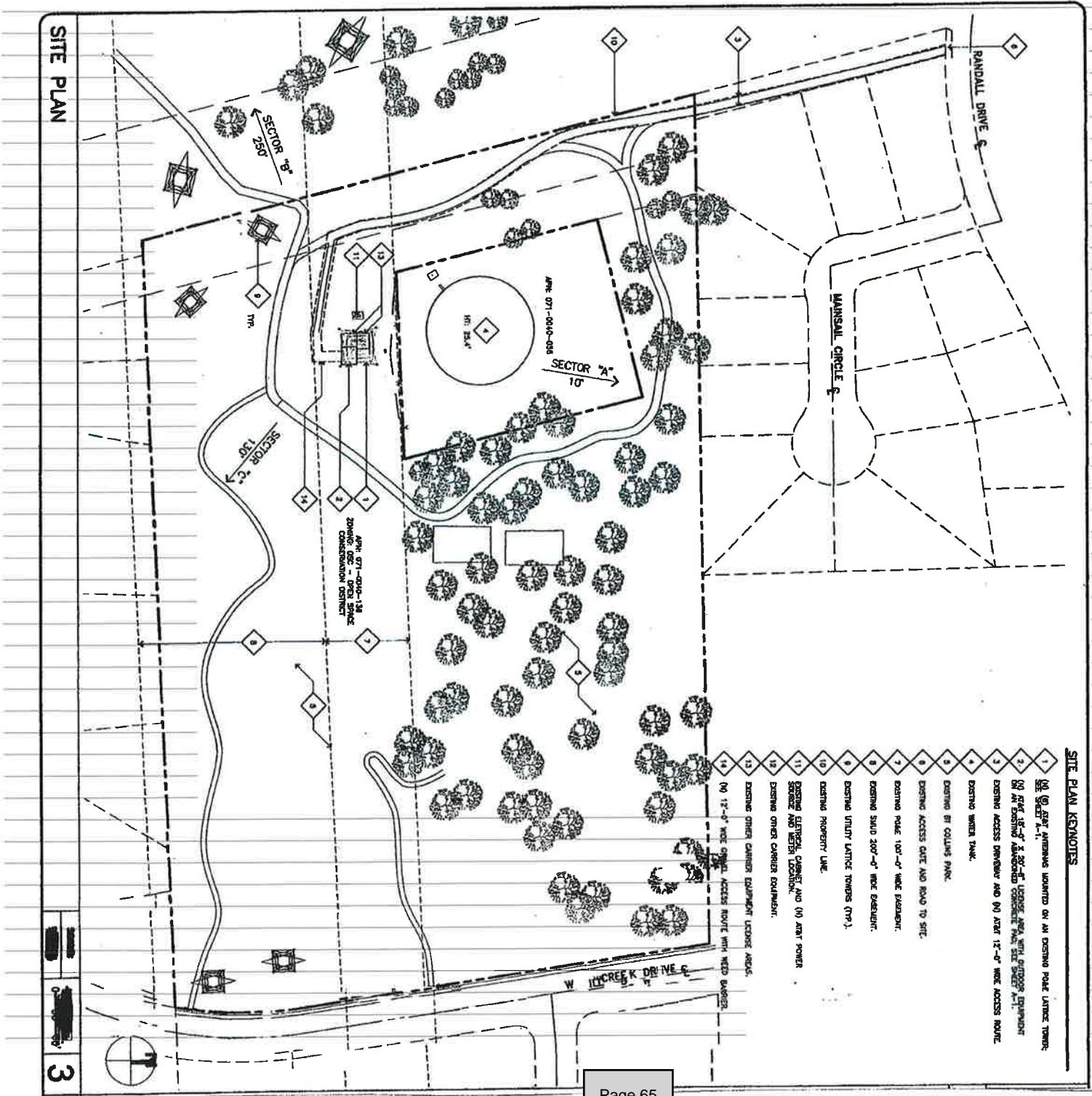
ATTACHMENT 3

**EXHIBIT B
TO THE LICENSE AGREEMENT**

DESCRIPTION OF PREMISES

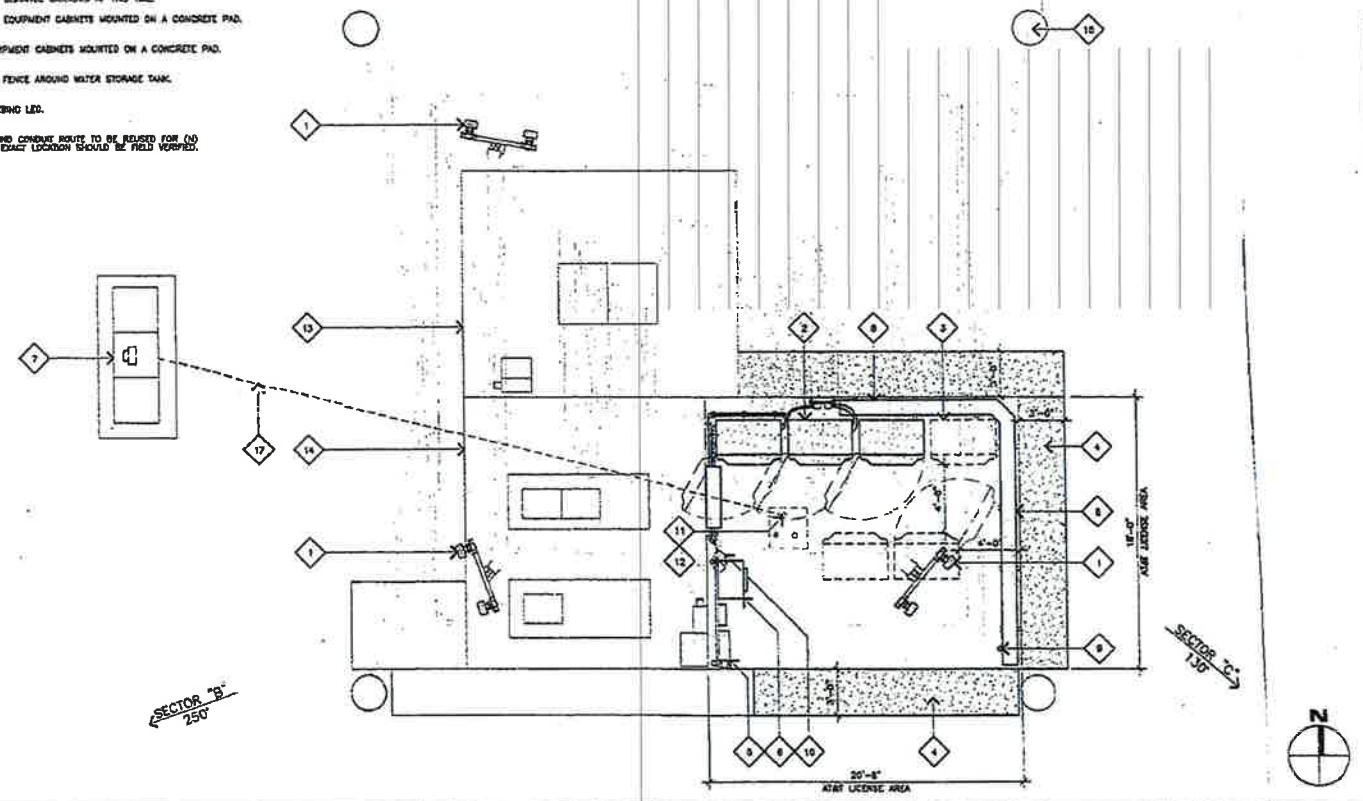
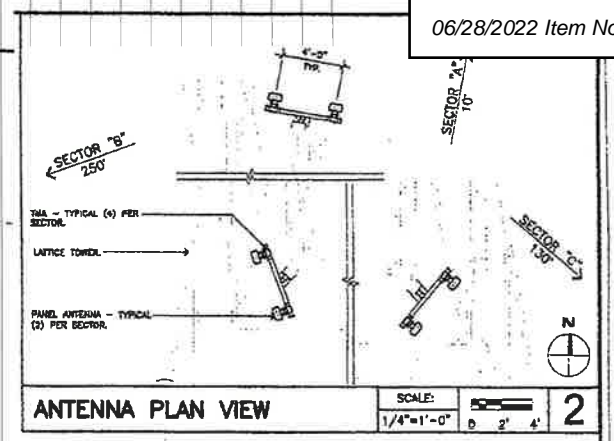
Page 1 of 4

The Premises consist of those specific areas described/shown below or attached where Licensee's communications antennae, equipment and cables occupy Licensor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Licensee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Licensor's Real Property.



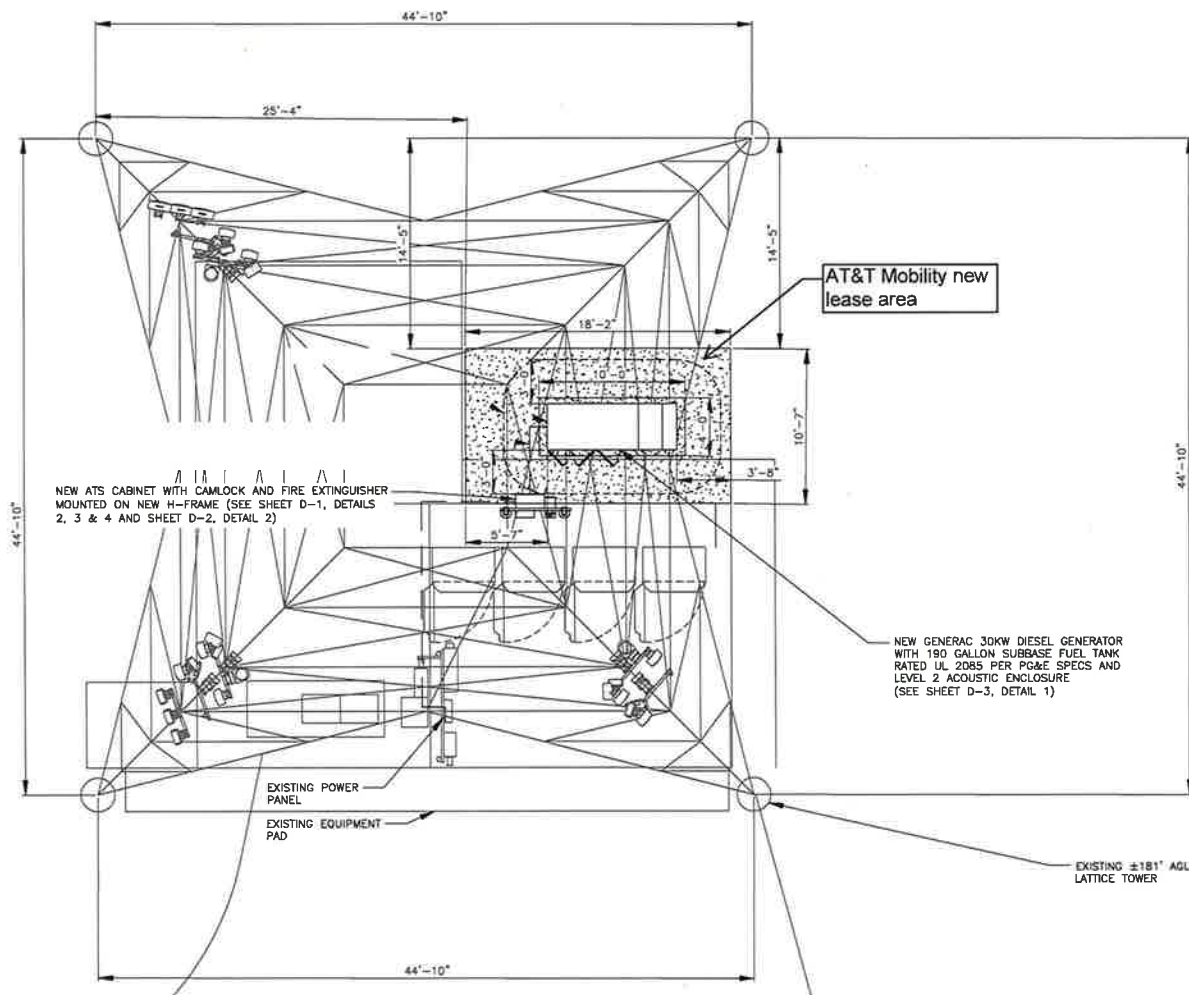
ENLARGED SITE PLAN KEYNOTES

- 1 (N) AT&T ANTENNA MOUNTED ON AN (E) POLE TOWER TO BE A NON-REFLECTIVE MATERIAL AND PAINTED GRAY TO MATCH THE COLOR OF (N) TOWER; SEE DETAIL 2/A-1 AND 3/A-8.
- 2 (N) AT&T OUTDOOR EQUIPMENT CABINETS MOUNTED ON AN (N) ABANDONED CONCRETE PAD; SEE DETAIL 1/A-3 AND 2/A-8.
- 3 FUTURE (S) AT&T OUTDOOR EQUIPMENT CABINETS.
- 4 (N) 7'-0" WIDE CONCRETE PAD, PAD GROUNDING AND TIED TO (S).
- 5 (N) EMERSON LOAD CENTER & WEATHERPROOF (S) RECEPTACLE MOUNTED ON H-FRAME UTILITY RACK; SEE DETAIL 2/A-7 AND 3/A-7.
- 6 (N) TELCO CABINET & ALARM CABINET MOUNTED ON H-FRAME UTILITY RACK; SEE DETAIL 2/A-7 AND 3/A-7.
- 7 (N) AT&T METER/HASH MOUNTED IN (C) METER BANK AND (N) AT&T POWER SOURCE.
- 8 (N) AT&T GROUND MOUNTED CABLE TRAY; SEE DETAIL 1/A-7.
- 9 (N) AT&T GPS MOUNTED TO (E) LATTICE TOWER.
- 10 (N) TECH LIGHT & WEATHERPROOF SWITCH MOUNTED ON H-FRAME UTILITY RACK.
- 11 (E) ABANDONED TELCO CONDUIT STUB-UP, CONDUIT ROUTE TO BE RE-EVALUATED WITH FIELD-UP INDICATED BEHIND (N) UTILITY H-FRAME, EXACT DISTANCE AND SOURCE UNKNOWN AT THIS TIME.
- 12 (E) ABANDONED POWER CONDUIT STUB-UP & (N) AT&T POWER SOURCE STUB-UP, FIELD VERIFY LOCATION OF (S) UNDERGROUND CONDUIT, EXACT DISTANCE UNKNOWN AT THIS TIME.
- 13 (C) METRO PCS EQUIPMENT CABINETS MOUNTED ON A CONCRETE PAD.
- 14 (C) SPRINT EQUIPMENT CABINETS MOUNTED ON A CONCRETE PAD.
- 15 (E) CHAIN LINK FENCE AROUND WATER STORAGE TANK.
- 16 (C) TOWER CLIMBING LEG.
- 17 (E) UNDERGROUND CONDUIT ROUTE TO BE RE-EVAL FOR (N) POWER ROUTE, EXACT LOCATION SHOULD BE FIELD VERIFIED.




ENLARGED SITE PLAN

1/4" = 1'-0" 1




ENLARGED SITE PLAN

22'x34' SCALE 1/4" = 1'-0"
 11'x17' SCALE 1/8" = 1'-0"



360 CIVIC DRIVE, SUITE C
PLEASANT HILL, CA 94523




2700 W WATT AVE
SACRAMENTO, CA 95821

INFINIGY8
ENGINEERING, LLP

3815 MITCHELL DR., SUITE 215
WALNUT CREEK, CA 94598

REV	DATE	DESCRIPTION
A	04/08/2020	30K Cdn
B	07/26/2020	100K Cdn
C	09/23/2020	100K Cdn
D	10/29/2020	100K Cdn
E	10/29/2020	100K Cdn
F	11/12/2020	100K Cdn
H	03/28/2021	100K Cdn



REGISTERED PROFESSIONAL ENGINEER
ROBERT A. KITSBERGER
C86713
CIVIL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DAM ROAD

CNU1613
828 WILLOW CREEK DRIVE
FOLSOM, CA 95630
10101326

SHEET TITLE

ENLARGED SITE PLAN

SHEET NUMBER

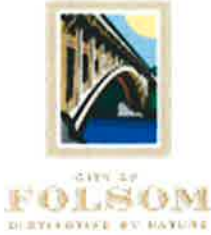
A-2

ATTACHMENT 4

EXHIBIT D

SCHEDULE OF FEES OVER INITIAL TERM AND RENEWAL TERMS

Payment No.	Year	Fee	Payment
1	1	\$ 21,600.00	\$ 43,848.00
	2	\$ 22,248.00	
2	3	\$ 22,915.44	\$ 46,518.34
	4	\$ 23,602.90	
3	5	\$ 24,310.99	\$ 24,310.99
4	6	\$ 25,040.32	\$ 50,831.85
	7	\$ 25,791.53	
5	8	\$ 26,565.28	\$ 53,927.51
	9	\$ 27,362.23	
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7	11	\$ 29,028.59	\$ 58,928.05
	12	\$ 29,899.45	
8	13	\$ 30,796.44	\$ 62,516.76
	14	\$ 31,720.33	
9	15	\$ 32,671.94	\$ 32,671.94
10	16	\$ 33,652.10	\$ 68,313.76
	17	\$ 34,661.66	
11	18	\$ 35,701.51	\$ 72,474.06
	19	\$ 36,772.55	
12	20	\$ 37,875.73	\$ 37,875.73
13	21	\$ 39,012.00	\$ 79,194.37
	22	\$ 40,182.36	
14	23	\$ 41,387.83	\$ 84,017.30
	24	\$ 42,629.47	
15	25	\$ 43,908.35	\$ 43,908.35
16	26	\$ 45,225.60	\$ 91,807.97
	27	\$ 46,582.37	
17	28	\$ 47,979.84	\$ 97,399.08
	29	\$ 49,419.24	
18	30	\$ 50,901.81	\$ 50,901.81
		\$1,027,628.98	\$1,027,628.98



Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10877 – A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile US, LLC, at BT Collins Park
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to approve Resolution No. 10877 – A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile US, LLC, at BT Collins Park.

BACKGROUND / ISSUE

The City of Folsom entered into a Communications Site License agreement with T-Mobile US, Inc. (formerly known as MetroPCS California/Florida, Inc., a Delaware Corporation, d/b/a MetroPCS Inc., formerly known as Pacific Bell Wireless, LLC) dated August 28, 2001, for twenty years. The agreement was effective on January 5, 2002, commencing with the issuance of the building permit, and expiring on January 4, 2022. T-Mobile US, Inc. then requested and was granted a six-month extension to the current agreement and expressed a commitment to work towards a fully executed agreement effective July 5, 2022.

T-Mobile US, Inc. desires to continue a Communications Site License Agreement at BT Collins Park. Upon review of the current site license agreement, it was determined by the staff that a new agreement for ten (10) years with three (3) automatic five (5) year renewals should be pursued instead of extending the existing lease. The lease area is approximately 252 square feet with antennas secured to an existing Pacific Gas and Electric (PG&E) tower. The new agreement will commence July 5, 2022, and expire on or before July 4, 2047, with a total value of \$1,458,371.

POLICY / RULE

The City Manager shall receive City Council authority to execute contracts in excess of \$66,141.

ANALYSIS

T-Mobile US, Inc. will enter into a new Communications Site License Agreement at BT Collins Park for an initial term of ten (10) years with three (3) automatic five (5) year renewals that will commence on July 5, 2022 and expire on or before July 4, 2047. The lease space is approximately 252 square feet, and the total value of the agreement is \$1,458,371. This amendment will be in a form acceptable to the City Attorney.

FINANCIAL IMPACT

The first year of the agreement the license fee shall be \$40,000 and increase each year thereafter by 3% until the term date. The total agreement value is \$1,458,371 disbursed over twenty-five (25) years.

ENVIRONMENTAL REVIEW

This project is Categorical Exempt from the California Environmental Quality Act (CEQA) regulation under Section 15301 (Existing Facilities) of the CEQA Guidelines.

ATTACHMENT

1. Resolution No. 10877 – A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile US, LLC, at BT Collins Park

Submitted,

Lorraine Poggione, Parks and Recreation Director

RESOLUTION NO. 10877

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT WITH T-MOBILE US, LLC, AT BT COLLINS PARK

WHEREAS, T-Mobile US, Inc. requests a Communications Site License Agreement with approximately 252 square feet of lease space; and

WHEREAS, the new agreement will commence July 5, 2022, and is for ten (10) years with three (3) automatic five (5) year renewals with an expiration date July 4, 2047; and

WHEREAS, per the lease agreement the first year license fee will be \$40,000 and increase each year by 3%; and

WHEREAS, the total value of the agreement is \$1,458,371 to be paid at the yearly rate shown in Exhibit D of the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a Communications Site License Agreement with T-Mobile US, LLC, at BT Collins Park.

PASSED AND ADOPTED this 28 day of June, 2022, by the following roll-call vote:

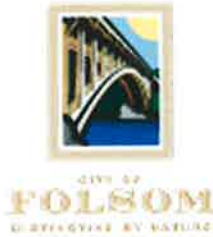
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10878 – A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile West LLC, at Cummings Family Park
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to approve Resolution No. 10878 – A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile West LLC, at Cummings Family Park.

BACKGROUND / ISSUE

The City of Folsom entered into a Communications Site License Agreement with Pacific Bell Wireless, LLC, a Nevada limited liability company, doing business as Cingular Wireless dated September 16, 2002, for twenty years. The agreement was effective on October 8, 2002, and expiring on October 7, 2022. T-Mobile USA acquired Cingular Wireless in California and Nevada in 2004.

T-Mobile West LLC (a Delaware limited liability company) desires to continue a Communications Site License Agreement at Cummings Family Park. Upon review of the current site license agreement, it was determined by staff that a new agreement for ten (10) years with three (3) automatic five (5) year renewals should be pursued instead of extending the existing lease so the new agreement is up to the City’s current standards. The lease area is approximately 784 square feet with antennas secured to an existing Pacific Gas and Electric (PG&E) tower. The new agreement will commence October 8, 2022, and expire on or before October 7, 2047, with a total value of \$1,483,371. The annual amount in year 1 is \$40,000 and the agreement includes an annual 3% escalator as shown in Exhibit D of the agreement.

POLICY / RULE

The City Manager shall receive City Council authority to execute contracts in excess of \$66,141.

ANALYSIS

T-Mobile US, Inc. will enter into a new Communications Site License Agreement at Cummings Family Park for an initial term of ten (10) years with three (3) automatic five (5) year renewals that will commence on October 8, 2022, and expire on or before October 7, 2047. The lease space is approximately 784 square feet, and the total value of the agreement is \$1,483,371.

This amendment will be in a form acceptable to the City Attorney.

FINANCIAL IMPACT

The annual amount in year one is \$40,000 and increases annually by 3% with a total agreement value of \$1,483,371 disbursed over twenty-five (25) years.

ENVIRONMENTAL REVIEW

This project is Categorical Exempt from the California Environmental Quality Act (CEQA) regulation under Section 15301 (Existing Facilities) of the CEQA Guidelines.

ATTACHMENT

1. Resolution No. 10878 – A Resolution Authorizing the City Manager to Execute a Communications Site License Agreement with T-Mobile West LLC, at Cummings Family Park

Submitted,

Lorraine Poggione, Parks and Recreation Director

RESOLUTION NO. 10878

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT T-MOBILE WEST LLC, AT CUMMINGS FAMILY PARK

WHEREAS, T-Mobile West LLC requests a Communications Site License Agreement with 784 square feet of lease space; and

WHEREAS, the new agreement will commence October 8, 2022, and is for ten (10) years with three (3) automatic five (5) year renewals with an expiration date October 7, 2047; and

WHEREAS, the license fee for the first year will be \$40,000 and will increase each year thereafter by 3%; and

WHEREAS, the total value of the agreement is \$1,483,371 to be paid at the yearly rate shown in Exhibit D of the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a Communications Site License Agreement with T-Mobile West LLC, at Cummings Family Park.

PASSED AND ADOPTED this 28 day of June, 2022, by the following roll-call vote:

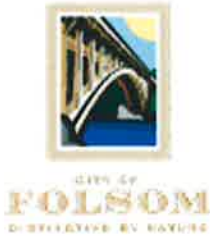
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10879 - A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with HydroScience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10879 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with HydroScience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2.

BACKGROUND / ISSUE

The Environmental and Water Resources (EWR) Department identifies water infrastructure rehabilitation and replacement projects through water master plans, ongoing water condition assessment programs, and regulatory changes. Through these efforts, portions of the water system have been identified as needing rehabilitation or replacement in order to improve the water distribution system reliability. EWR staff identified the Ashland Water Rehabilitation Project No. 2 as a priority project.

This project involves the abandonment of an existing water main in Baldwin Dam Road that has reached the end of its serviceable life and transferring all existing water services from the older water main to a newer parallel water main also located in Baldwin Dam Road. The project also involves re-connecting all branch waterlines, water services, and fire hydrants to the parallel active water main, and demolition of an existing decommissioned booster pump station.

This resolution will authorize the City Manager to execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with HydroScience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2 for a not-to-exceed amount of \$78,030.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$66,141 or greater shall be awarded by City Council.

ANALYSIS

In October 2018, the EWR Department completed a pre-qualification process for consultants for design and construction administration services for water and wastewater projects. The consulting firm HydroScience Engineers, Inc. was one of the firms selected to provide these services for this type of project through this pre-qualification process. HydroScience Engineers, Inc. is currently providing engineering design and bid phase support services for this project. HydroScience Engineers, Inc. was determined to provide the best value to the City based on their knowledge and familiarity with the project, understanding of the background and requirements of the project, and qualifications and experience of the project team.

Services recommended to be provided by HydroScience Engineers, Inc. include additional design services and construction administration services for the Ashland Water Rehabilitation Project No. 2. The following describes the additional engineering design services and construction administration services that HydroScience Engineers, Inc. will be performing:

- Additional Engineering Design Services:
 - Extended design phase duration (compared to the assumptions used in developing the original contract scope of work);
 - Additional site visits to coordinate unanticipated changes during the design phase encountered in the field;
 - One additional water main tie-in at 7635 Baldwin Dam Road for a future road/easement to back of property;
 - Additional arborist coordination than originally anticipated;
 - Additional review and coordination regarding the Water Service Outage Maps than originally anticipated;
 - City requested change to thrust restraint approach after the 90% design.
- Construction Administration – Engineering Services During Construction Services:
 - Attend the on-site pre-construction meeting and site inspection visits;
 - Coordinate activities during construction including Requests for Information (RFI) and submittal reviews;
 - Respond to RFI's;
 - Review technical submittals;

- Redesign either a water main tie-in, fire hydrant, or service lateral upon request (up to 4) of the City;
- Review and provide recommendations on proposed changes to the contract (change orders);
- Prepare record drawings to reflect the as-built project conditions;
- Participate in the final inspection and development of the punch lists as required by the City.

This resolution will authorize the City Manager to execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with HydroScience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2 for a not-to-exceed amount of \$78,030.

FINANCIAL IMPACT

The Ashland Water Rehabilitation Project No. 2 is included in the Capital Improvement Plan with a FY 2021-2022 total project budget of \$1,662,299. Sufficient funds are available in the Water Operating Fund (Fund 520) for Amendment No. 1. The Environmental and Water Resources Department recommends that the amendment be executed with HydroScience Engineers, Inc. for \$78,030, for a total contract amount of \$303,329.

ENVIRONMENTAL REVIEW

A review previously performed by HydroScience Engineers, Inc. found that this project is replacement and/or reconstruction of existing infrastructure with negligible or no expansion of use and therefore is categorically exempt from environmental review under the California Environmental Quality Act as noted in Title 14 – California Code of Regulations, Chapter 3 – Guidelines for Implementation of the California Environmental Quality Act, Article 19 – Categorical Exemptions, 15302(c) (Replacement or Reconstruction).

ATTACHMENT

Resolution No. 10879 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with HydroScience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 10879

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT (CONTRACT NO. 173-21 20-032) WITH HYDROSCIENCE ENGINEERS, INC. FOR DESIGN SERVICES FOR THE ASHLAND WATER REHABILITATION PROJECT NO. 2

WHEREAS, the City has identified this project as a priority to maintain integrity and operation of the water distribution system; and

WHEREAS, the infrastructure improvements identified to enhance the City’s water distribution system includes transferring existing water services from a water main that has reached the end of its serviceable life to a newer parallel water main, re-connecting all branch waterlines, water services, and fire hydrants to the parallel active water main, and demolition of an existing decommissioned booster pump station; and

WHEREAS, HydroScience Engineers, Inc. by reason of their knowledge and familiarity with the project, understanding of the background and requirements of the project, and qualifications and experience of the project team, are qualified to perform the required additional engineering design services and construction administration; and

WHEREAS, the Ashland Water Rehabilitation Project No. 2 was included in the FY 2021-22 Capital Improvement Plan; and

WHEREAS, sufficient funds are budgeted and available in the Water Operating Fund (Fund 520); and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute Amendment No. 1 to the Agreement (Contract No. 173-21 20-032) with HydroScience Engineers, Inc. for Design Services for the Ashland Water Rehabilitation Project No. 2 for a not-to-exceed amount of \$78,030 and a total contract amount of \$303,329.

PASSED AND ADOPTED this 28th day of June 2022, by the following roll-call vote:

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

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISCOVERING BY NATURE

Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10880 – A Resolution Authorizing the City Manager to Execute an Agreement with HydroScience Engineers, Inc. for Construction Management Services for the Ashland Water Rehabilitation Project No. 2
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10880 – A Resolution Authorizing the City Manager to Execute an Agreement with HydroScience Engineers, Inc. for Construction Management Services for the Ashland Water Rehabilitation Project No. 2.

BACKGROUND / ISSUE

The Environmental and Water Resources (EWR) Department identifies water infrastructure rehabilitation and replacement projects through water master plans, ongoing water condition assessment programs, and regulatory changes. Through these efforts, portions of the water system have been identified as needing rehabilitation or replacement in order to improve the water distribution system reliability. EWR staff identified the Ashland Water Rehabilitation Project No. 2 as a priority project.

This project involves the abandonment of an existing water main in Baldwin Dam Road that has reached the end of its serviceable life and transferring all existing water services from the older water main to a newer parallel water main also located in Baldwin Dam Road. The project also involves re-connecting all branch waterlines, water services, and fire hydrants to the parallel active water main, and demolition of an existing decommissioned booster pump station.

This resolution will authorize the City Manager to execute an agreement with HydroScience Engineers, Inc. for construction management and inspection services for the Ashland Water Rehabilitation Project No. 2 in the amount of \$294,389.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$66,141 or greater shall be awarded by City Council.

ANALYSIS

In October 2018, the EWR Department completed a pre-qualification process for consultants for construction management and inspection services. HydroScience Engineers, Inc., NV5, Inc., and Psomas were three of the consulting firms selected to provide these services for this type of project through the pre-qualification process.

On May 24, 2022, the City requested proposals from these consultants for construction management and inspection services for the Ashland Water Rehabilitation Project No. 2. The EWR department received a proposal from Hydrosience Engineers, Inc. on June 8, 2022. NV5, Inc. and Psomas chose to not submit a proposal.

The fee schedule from the proposal received is outlined below:

Consultant	Fee Amount
HydroScience Engineers, Inc.	\$294,389
NV5, Inc.	Not Submitted
Psomas	Not Submitted

EWR staff evaluated the consultant submittal based on relevant project experience, the consultant’s understanding of the background and requirements of the project, qualifications and experience of the consultant’s construction management team, previous work with municipalities, cost, and best value to the City.

HydroScience Engineers, Inc. was determined to provide the best value to the City based on the fee amount, past municipal project experience involving work of similar scope and complexity, staff coordination, and abilities for performing these types of construction management and inspection services.

The construction management and inspection for this project will require highly technical and specialized services, including full-time construction inspection. The proposed fee for construction management and inspection services is consistent with recent City construction projects with respect to the construction duration. Construction management services require full-time, on-site inspection, and include other necessary tasks such as project schedule tracking, review and/or coordination of project submittals, coordination with the other on-going City construction projects, materials testing, and overall owner representation throughout project construction.

This resolution will authorize the City Manager to execute an agreement with HydroScience Engineers, Inc. for construction management and inspection services for the Ashland Water Rehabilitation Project No. 2 in the amount of \$294,389.

FINANCIAL IMPACT

The Ashland Water Rehabilitation Project No. 2 is included in the Capital Improvement Plan with a FY 2021-22 total project budget of \$1,662,299. Sufficient funds are available in the Water Operating Fund (Fund 520) and the Environmental and Water Resources Department recommends that the contract be awarded to HydroScience Engineers, Inc. in the amount of \$294,389.

ENVIRONMENTAL REVIEW

A review previously performed by HydroScience Engineers, Inc. found that this project is replacement and/or reconstruction of existing infrastructure with negligible or no expansion of use and therefore is categorically exempt from environmental review under the California Environmental Quality Act as noted in Title 14 – California Code of Regulations, Chapter 3 – Guidelines for Implementation of the California Environmental Quality Act, Article 19 – Categorical Exemptions, 15302(c) (Replacement or Reconstruction).

ATTACHMENT

Resolution No. 10880 – A Resolution Authorizing the City Manager to Execute an Agreement with HydroScience Engineers, Inc. for Construction Management Services for the Ashland Water Rehabilitation Project No. 2

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 10880

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HYDROSCIENCE ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ASHLAND WATER REHABILITATION PROJECT NO. 2

WHEREAS, the City has identified this project as a priority to maintain integrity and operation of the water distribution system; and

WHEREAS, the infrastructure improvements identified to enhance the City’s water distribution system includes transferring existing water services from a water main that has reached the end of its serviceable life to a newer parallel water main, re-connecting all branch waterlines, water services, and fire hydrants to the parallel active water main, and demolition of an existing decommissioned booster pump station; and

WHEREAS, HydroScience Engineers, Inc. by reason of their relevant project experience, understanding of the background and requirements of the project, qualifications and experience of their construction management team, previous work, cost, and best value to the City;

WHEREAS, the Ashland Water Rehabilitation Project No. 2 was included in the FY 2021-22 Capital Improvement Plan; and

WHEREAS, sufficient funds are budgeted and available in the Water Operating Fund (Fund 520) for this agreement; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with HydroScience Engineers, Inc. for Construction Management Services for the Ashland Water Rehabilitation Project No. 2 for a not-to-exceed amount of \$294,389.

PASSED AND ADOPTED this 28th day of June 2022, by the following roll-call vote:

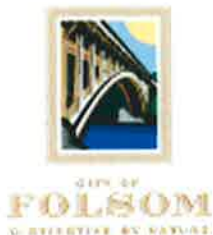
AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10881 – A Resolution Authorizing the City Manager to Execute an Agreement with Caggiano General Engineering, Inc. for the Construction of the Ashland Water Rehabilitation Project No. 2 and Appropriation of Funds
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10881 – A Resolution Authorizing the City Manager to Execute an Agreement with Caggiano General Engineering, Inc. for the Construction of the Ashland Water Rehabilitation Project No. 2 and Appropriation of Funds.

BACKGROUND / ISSUE

The Environmental and Water Resources (EWR) Department identifies water infrastructure rehabilitation and replacement projects through water master plans, ongoing water condition assessment programs, and regulatory changes. Through these efforts, portions of the water system have been identified as needing rehabilitation or replacement in order to improve the water distribution system reliability. EWR staff identified the Ashland Water Rehabilitation Project No. 2 as a priority project.

This project involves the abandonment of an existing water main in Baldwin Dam Road that has reached the end of its serviceable life and transferring all existing water services from the older water main to a newer parallel water main also located in Baldwin Dam Road. The project also involves re-connecting all branch waterlines, water services, and fire hydrants to the parallel active water main, and demolition of an existing decommissioned booster pump station.

This resolution will authorize the City Manager to execute an agreement with Caggiano General Engineering, Inc. for the construction of the Ashland Water Rehabilitation Project No. 2 in the amount of \$1,494,998, and the budget for this agreement to include a 10% contingency in the amount of \$149,500 and appropriation of funds.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of \$66,141 or greater shall be awarded by City Council.

ANALYSIS

The City completed plans and specifications for the Ashland Water Rehabilitation Project No. 2 and publicly advertised for bids on May 9, 2022. In addition, the City provided these documents to www.ciplist.com which is also picked up by several area builders' exchanges and the City of Folsom's website. The Environmental and Water Resources Department received the following bids on June 10, 2022, for construction of the Ashland Water Rehabilitation Project No. 2:

Contractor	Bid Amount
Caggiano General Engineering, Inc.	\$1,494,998
Rawles Engineering Inc.	\$2,288,700

Staff has reviewed the bids submitted and has determined that Caggiano General Engineering, Inc. is the lowest responsible and responsive bidder who meets the requirements and specifications set forth in the invitation for bids. The Engineer's estimate was \$1,380,000.

FINANCIAL IMPACT

The Environmental and Water Resources Department recommends that the contract be awarded to the lowest responsible, responsive bidder, Caggiano General Engineering, Inc. for \$1,494,998 with the project budgeted for this agreement in the amount of \$1,644,498, which will include a 10% contingency in the amount of \$149,500.

Approximate project costs to date, which include original design services, additional design services, construction administration services, and construction management and inspection services total approximately \$598,679. The Ashland Water Rehabilitation Project No. 2 is included in the Capital Improvement Plan with a FY 2022-23 total project budget of \$1,742,299. Therefore, an additional appropriation will be needed for construction costs, and staff is requesting an additional appropriation of \$500,878 in the Water Operating Fund (Fund 520) for a total project budget of \$2,243,177. Funds are available in Fund 520 for this additional appropriation.

ENVIRONMENTAL REVIEW

A review previously performed by HydroScience Engineers, Inc. found that this project is replacement and/or reconstruction of existing infrastructure with negligible or no expansion of use and therefore is categorically exempt from environmental review under the California Environmental Quality Act as noted in Title 14 – California Code of Regulations, Chapter 3 – Guidelines for Implementation of the California Environmental Quality Act, Article 19 – Categorical Exemptions, 15302(c) (Replacement or Reconstruction).

ATTACHMENT

Resolution No. 10881 – A Resolution Authorizing the City Manager to Execute an Agreement with Caggiano General Engineering, Inc. for the Construction of the Ashland Water Rehabilitation Project No. 2 and Appropriation of Funds

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

RESOLUTION NO. 10881**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CAGGIANO GENERAL ENGINEERING, INC. FOR THE CONSTRUCTION OF THE ASHLAND WATER REHABILITATION PROJECT NO. 2 AND APPROPRIATION OF FUNDS**

WHEREAS, the City has identified this project as a priority to maintain integrity and operation of the water distribution system; and

WHEREAS, the infrastructure improvements identified to enhance the City's water distribution system includes transferring existing water services from a water main that has reached the end of its serviceable life to a newer parallel water main, re-connecting all branch waterlines, water services, and fire hydrants to the parallel active water main, and demolition of an existing decommissioned booster pump station; and

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

WHEREAS, plans and specifications were prepared for this work and publicly advertised for bids on May 9, 2022; and

WHEREAS, Caggiano General Engineering, Inc. was the lowest responsible and responsive bidder, with an amount of \$1,494,998; and

WHEREAS, this project is included in the FY 2022-23 Capital Improvement Plan with a project budget of \$1, 742,299, staff is now projecting the total project costs will be \$2,243,177; and

WHEREAS, an additional appropriation of funds in the amount of \$500,878 is needed for a revised project budget of \$2,243,177 and sufficient funds are available in the Water Operating Fund (Fund 520) for this appropriation; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with Caggiano General Engineering, Inc. for the Construction of the Ashland Water Rehabilitation Project No. 2 for a not-to-exceed amount of \$1,494,998 with the budgeted amount to include a 10% contingency of \$149,500 for a total of \$1,644,498.

BE IT FURTHER RESOLVED that the Finance Director is authorized to appropriate \$500,878 for this agreement. The appropriation will be from the Water Operating Fund (Fund 520), for a total project budget of \$2,243,177.

PASSED AND ADOPTED this 28th day of June 2022, by the following roll-call vote:

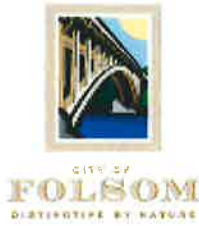
AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10882 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Pavement Coatings Co. for the Pavement Resurfacing Fiscal Year 2021-22 Project No. 8017
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 10882 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Pavement Coatings Co. for the Pavement Resurfacing Project Fiscal Year 2021-22 Project No. 8017.

BACKGROUND / ISSUE

As part of the City of Folsom Pavement Management Program, the Public Works Department budget includes funding for the repair, resurfacing, and maintenance of various roadways in the City.

The pavement condition for the City’s entire inventory of roadways, bike paths, and parking lots was inspected in 2019 and rated according to industry standards. The result of this inspection was compiled into StreetSaver, a pavement management software program that Staff uses to identify preventative maintenance treatments and was utilized in determining the scope of this project.

This project will consist of an application of Polymer Modified Slurry Seal (Type II) to Iron Point Road between Prairie City Road and East Bidwell Street and to Broadstone Parkway between Iron Point Road and East Bidwell Street. All streets scheduled to be resurfaced have already received crack fill treatment and are excellent candidates for this type of resurfacing

treatment to extend their useful life. Pavement markings and striping will all be replaced to current standards. Modifications to the travel lane striping will enable a two-foot-wide buffered bike lane for additional bicycle safety.

Prior to the start of construction, all property owners and businesses on the affected streets will be notified of the proposed work and schedule. Detailed maps will be provided to notify of parking/driving restrictions and project schedule. The project is expected to begin in July 2022 with project completion by the end of August 2022.

POLICY / RULE

Section 2.36.080, Award of Contracts of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services and construction with an estimated value of \$66,141 or greater shall be awarded by City Council.

ANALYSIS

Public Works staff prepared the bid package, and the project was publicly advertised on May 12, 2022. On June 2, 2022, the Public Works Department received the following bids:

1. Pavement Coatings Co.	\$ 1,063,250
2. VSS International	\$ 1,102,000
3. Doolittle Construction	\$ 1,230,300
4. American Pavement Systems	\$ 1,242,575
5. Sierra Nevada Construction	\$ 1,260,007

The Engineer’s Estimate for this project was \$1,200,000. The Public Works Department has found the bids to be in order and recommends that the contract be awarded to the low-bidder, Pavement Coatings Co. Staff will use the City’s standard agreement in a form acceptable to the City Attorney.

FINANCIAL IMPACT

The contract with Pavement Coatings Co. would be authorized for \$1,063,250 with the project budgeted for a total of \$1,169,575 which will include a ten percent contingency amount of \$106,325 for potential change orders.

Funds in the amount of \$1,169,575 are budgeted and available in the Street Overlay/Pavement Management Project No. 8017 for Fiscal Year 2021-22, utilizing SB-1 Road Maintenance and Rehabilitation funds (Fund 235) and Measure A Funds (Fund 276).

ENVIRONMENTAL REVIEW

This project has been deemed categorically exempt from the provisions of the California Environmental Quality Act (CEQA) based on California Code of Regulations Section 15301 Existing Facilities (c) Existing Highways.

ATTACHMENT

Resolution No. 10882 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Pavement Coatings Co. for the Pavement Resurfacing Fiscal Year 2021-22 Project No. 8017

Submitted,



Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 10882

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT WITH PAVEMENT COATINGS CO. FOR THE PAVEMENT RESURFACING FISCAL YEAR 2021-22 PROJECT NO. 8017

WHEREAS, this project will resurface Iron Point Road between Prairie City Road and East Bidwell Street and Broadstone Parkway between Iron Point Road and East Bidwell Street, in conformance with the Pavement Management Plan; and

WHEREAS, this project was publicly advertised, and the bids were received on June 2, 2022 with Pavement Coatings Co. being the lowest responsive, responsible bidder; and

WHEREAS, funds in the amount of \$1,169,575 are budgeted and available in Street Overlay/Pavement Management Project No. 8017, for Fiscal Year 2021-22 utilizing SB-1 Road Maintenance and Rehabilitation funds (Fund 235) and Measure A funds (Fund 276); and

WHEREAS, the agreement will be in a form acceptable to the City Attorney: (as applicable to contracts)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a construction agreement with Pavement Coatings Co. for the Pavement Resurfacing Fiscal Year 2021-22 Project in the amount of \$1,063,250, with the budgeted amount to include a ten percent contingency for a total not-to-exceed amount of \$1,169,575.

PASSED AND ADOPTED this 28th day of June 2022, by the following roll-call vote:

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

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK