



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

# Agenda

## City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

January 28, 2020

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 [cfreemantle@folsom.ca.us](mailto:cfreemantle@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

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

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



## City Council Regular Meeting

Folsom City Council Chambers  
50 Natoma Street, Folsom, CA  
[www.folsom.ca.us](http://www.folsom.ca.us)

Tuesday, January 28, 2020 6:30 PM

*Sarah Aquino, Mayor*

*Ernie Sheldon, Vice Mayor*  
*Kerri Howell, Council Member*

*Roger Gaylord, Council Member*  
*Mike Kozlowski, Council Member*

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## REGULAR CITY COUNCIL AGENDA

### **CALL TO ORDER:**

### **ROLL CALL:**

**Council Members:** Howell, Kozlowski, Sheldon, Gaylord, Aquino

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

### **PLEDGE OF ALLEGIANCE**

### **AGENDA UPDATE**

### **BUSINESS FROM THE FLOOR:**

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

### **SCHEDULED PRESENTATIONS:**

1. Resolution of Commendation Honoring the Folsom Jr. Bulldogs for Earning the 2019 Excellence in Academics and Athletics Award

### **CONSENT CALENDAR:**

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

2. Approval of the December 10, 2019 Special/Regular Meeting Minutes

- [3.](#) Approval of January 14, 2020 Special/Regular Meeting Minutes
- [4.](#) Ordinance No. 1299 - An Ordinance Repealing and Replacing the Tree Preservation Ordinance as set forth in Chapter 12.16 of the Folsom Municipal Code (Second Reading and Adoption)
- [5.](#) Resolution No. 10379 – A Resolution Authorizing the City Manager to Execute a Contract Between the United States and City of Folsom Providing for Project Water Service and Facilities Repayment
- [6.](#) Resolution No. 10380 - A Resolution Authorizing the City Manager to Execute a Contract with Allstar Fire Equipment and Bauer Compressors to Purchase Self-Contained Breathing Apparatus and Related Equipment to Maintain Compliance with the Department of Transportation, National Fire Protection Association, and OSHA Requirements
- [7.](#) Resolution No. 10381 – A Resolution Authorizing the City Manager to Execute an Amendment for Consulting Services with Unico Engineering, Inc. (Contract No. 173-21 16-012) for the Construction Management, Inspection, and Materials Testing of the Rainbow Bridge Maintenance Project, Project No. 2389 and Appropriation of Funds
- [8.](#) Resolution No. 10382 - A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities FY 2019-20 to the Sacramento Area Council of Governments
- [9.](#) Resolution No. 10383 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Ascent Environmental for the Housing Element Update and Appropriation of Funds
- [10.](#) Resolution No. 10385 – A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2020 and Appropriation of Funds

**OLD BUSINESS:**

- [11.](#) Resolution No. 10384 – A Resolution of the City Council Amending Attachment 1 to Resolution No. 10362 Pertaining to the Folsom Plan Area Water Surcharge in the Proposition 218 Notice
- [12.](#) Budget FY 2020-21 Workshop - Introduction to the Budget and Requests for Budget Priorities

**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](http://www.folsom.ca.us).*

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

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

# City of Folsom Resolution of Commendation

*Honoring*

## **THE FOLSOM JR. BULLDOGS**

*for earning the*

**2019**

### **EXCELLENCE IN ACADEMICS AND ATHLETICS AWARD**

**WHEREAS,** the Folsom Jr. Bulldogs is an official youth football and cheer association in Folsom; and

**WHEREAS,** the Folsom Jr. Bulldogs organization is committed to both academic and athletic excellence; and

**WHEREAS,** members of the Folsom Jr. Bulldog football and cheer teams maintained a grade point average of 3.0 or better during the football and cheer season; and

**WHEREAS,** this level of academic achievement merits recognition from the Board of Directors of Folsom Youth Football and Cheer and the City of Folsom.

**NOW, THEREFORE, I, SARAH AQUINO,** Mayor of the City of Folsom, on behalf of the Folsom City Council and the Folsom community, do hereby extend commendations in the highest regard to the

### **Members of the Folsom Jr. Bulldogs**

who earned the *Excellence in Academics and Athletics Award 2019* and encourage their continued scholastic excellence in the future.

**PASSED AND APPROVED** this 28<sup>th</sup> day of January 2020.



*Sarah Aquino*  
\_\_\_\_\_  
Sarah Aquino, Mayor

ATTEST:

*Christa Freemantle*  
\_\_\_\_\_  
Christa Freemantle, City Clerk

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Meeting Minutes  
Folsom City Council Special Meeting  
December 10, 2019

**CALL TO ORDER:**

The special City Council meeting was called to order at 6:15 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Kerri Howell presiding.

**ROLL CALL:**

Council Members

Present:

Sarah Aquino, Vice Mayor  
Roger Gaylord, Council Member  
Ernie Sheldon, Council Member  
Mike Kozlowski, Council Member  
Kerri Howell, Mayor

Council Members Absent: None

Staff Present:

City Manager Elaine Andersen  
Assistant City Manager Jim Francis  
City Attorney Steve Wang  
City Clerk Christa Freemantle

**Adjournment to Closed Session for the Following Purposes:**

- 3a. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6: Agency Negotiator Human Resources Director James Francis, Employee Organization, Folsom Middle Management Group

City Attorney Steve Wang read the closed session item into the record.

**Motion by Vice Mayor Sarah Aquino, second by Council Member Mike Kozlowski to adjourn to closed session for the above referenced item. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Gaylord, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

**RECONVENE**

City Attorney Steve Wang announced that no final action was taken during closed session.

**ADJOURNMENT:**

There being no further business to come before the Folsom City Council, the special meeting was adjourned at 6:31 p.m.

PREPARED AND SUBMITTED BY:

\_\_\_\_\_  
Christa Freemantle, City Clerk

ATTEST:

\_\_\_\_\_  
Kerri Howell, Mayor

**Meeting Minutes**  
**City Council Regular Meeting**  
**Joint City Council / Successor Agency / Public Financing Authority /**  
**Folsom South Of 50 Parking Authority / Folsom Ranch Financing Authority Special**  
**Meeting**  
**December 10, 2019**

**CALL TO ORDER:**

The regular City Council meeting was called to order at 6:31 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Kerri Howell presiding.

**ROLL CALL:**

Council Members  
Present:

Sarah Aquino, Vice Mayor  
Roger Gaylord, Council Member  
Ernie Sheldon, Council Member  
Mike Kozlowski, Council Member  
Kerri Howell, Mayor

Council Members Absent: None



Staff Present:                   City Manager Elaine Andersen  
  Assistant City Manager Jim Francis  
  City Attorney Steve Wang  
  City Clerk Christa Freemantle  
  Finance Director Stacey Tamagni  
  Community Development Director Pam Johns  
  Public Works Director Dave Nugen  
  Engineering Manager Mark Rackovan  
  Solid Waste General Services Manager Marie McKeeth  
  Chief Building Official Scott Zangrando  
  Deputy Fire Marshall Lauren Ono

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited.

**AGENDA UPDATE**

City Attorney Steve Wang announced that there were updates to items 6b, 7a, 8a, 8b, and 8c.

**BUSINESS FROM THE FLOOR**

The following speakers addressed the City Council:

- Michelle Gibson expressing concern about traffic enforcement; City Manager Elaine Andersen responded.

**CONSENT CALENDAR**

- 6a. Approval of the November 12, 2019 Special/Regular Meeting Minutes
- 6b. pulled for discussion
- 6c. Resolution No. 10361 - A Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Memorandum of Agreement (Contract No. 174-21 18-087) Regarding Sharing of Costs for Legislative Advocacy Services Between the San Juan Water District and the City of Folsom
- 6d. pulled for discussion

- 6e. Resolution No. 10366 – A Resolution of the City of Folsom Authorizing the City Manager to Execute an Agreement with Vintage Willow Creek, USA Properties, Approving Loan Modifications #2
- 6f. Resolution No. 10367 - A Resolution Accepting the AB1600 Development Fees Annual Report for the Fiscal Year Ended June 30, 2019
- 6g. pulled for discussion
- 6h. Resolution No. 10369 – A Resolution Authorizing Adoption of a Memorandum of Understanding Between the City of Folsom and the Folsom Middle Management Group (FMMG) for the Period of January 1, 2020 Through December 31, 2022
- 6i. pulled for discussion
- 6j. Resolution No. 10371 - A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the White Rock Springs Ranch Phase 2 Village Nos. 2 & 3 Subdivision, and Approval of the Final Map for the White Rock Springs Ranch Phase 2 Village Nos. 2 & 3 Subdivision
- 6k. Resolution No. 10372 - A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the White Rock Springs Ranch Phase 2 Village Nos. 4, 5, 6 & 7 Subdivision, and Approval of the Final Map for the White Rock Springs Ranch Phase 2 Village Nos. 4, 5, 6 & 7 Subdivision
- 6l. Resolution No. 10373 - A Resolution Authorizing the City Manager to Execute a Subdivision Improvement Agreement and Accept Offers of Dedication for the Mangini Ranch Phase 2 Village No. 7 Subdivision, and Approval of the Final Map for the Mangini Ranch Phase 2 Village No. 7 Subdivision
- 6m. Receive and File SB-165 Annual Reports for Community Facilities District No. 13, No. 14, No. 2013-1, No. 16, No. 17, No. 18, No. 19, No. 20, No. 21, and No. 22 to Comply with the Local Agency Special Tax Bond and Accountability Act
- 6n. Resolution No. 10374 - A Resolution Amending Resolution No. 10355 to Change Vendor from Xylem Dewatering Solutions, Inc. to Pac Machine Co., Inc.

**Motion by Vice Mayor Sarah Aquino, second by Council Member Roger Gaylord to approve Consent Calendar items 6a, 6c, 6e-f, 6h, 6j-n. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Gaylord, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>

**ABSTAIN: Council Member(s): None**

**CONSENT CALENDER ITEMS PULLED FOR DISCUSSION:**

6b. Resolution No. 10360 – A Resolution Authorizing the City Manager to Execute a Consultant Services Agreement with Kimley-Horn and Associates, Inc. for the Intersection Control Evaluation of Various Intersections in the City of Folsom

Council Member Roger Gaylord pulled this item to inquire about the criteria for intersections. Engineering Manager Mark Rackovan responded.

**Motion by Council Member Roger Gaylord, second by Vice Mayor Sarah Aquino to approve Resolution No. 10360. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Gaylord, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

6d. Resolution No. 10365 - A Resolution Authorizing the City Manager to Execute an Agreement with Terracare Associates for Maintenance of Parks, Trails and Pet Stations, Streetscape/Public Works Areas, Landscaping and Lighting Districts, and Folsom Plan Area Landscapes for the City of Folsom

Council Member Mike Kozlowski pulled this item to inquire about maintenance. Parks and Recreation Director Lorraine Poggione responded.

**Motion by Council Member Mike Kozlowski, second by Council Member Roger Gaylord to approve Resolution No. 10365. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Gaylord, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

6g. Resolution No. 10368 - A Resolution to Maintain Existing Speed Limits on East Natoma Street, Empire Ranch Road, Folsom-Auburn Road, and Oak Avenue Parkway

Mayor Kerri Howell pulled this item to inquire about speed limits. Engineering Manager Mark Rackovan responded.

**Motion by Mayor Kerri Howell, second by Council Member Mike Kozlowski to approve Resolution No. 10368. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Gaylord, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

6i. Resolution No. 10370 – A Resolution Authorizing the City Manager to Execute a Construction Agreement with Tim Paxin’s Pacific Excavation, Inc. to Supply and Install Intelligent Transportation System Infrastructure for Folsom Boulevard and Appropriation of Funds

Mayor Kerri Howell pulled this item to inquire about funding appropriations. Public Works Director Dave Nugen responded.

**Motion by Mayor Kerri Howell, second by Council Member Roger Gaylord to approve Resolution No. 10370. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Gaylord, Sheldon, Kozlowski, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

**PUBLIC HEARING:**

- 7a. Public Hearing Regarding Proposed Increases to Water, Wastewater and Solid Waste Rates and Fees
  - i. Resolution No. 10362 - A Resolution of the City Council Setting Forth Results of Protests in Connection with Utility Rate Hearing Conducted Pursuant to Proposition 218 and Establishing New Water Rates
  - ii. Resolution No. 10363 – A Resolution of the City Council Setting Forth Results of Protests in Connection with Utility Rate Hearing Conducted Pursuant to Proposition 218 and Establishing New Wastewater Rates
  - iii. Resolution No. 10364 – A Resolution of the City Council Setting Forth Results of Protests in Connection with Utility Rate Hearing Conducted Pursuant to Proposition 218 and Establishing New Solid Waste Rates and Fees

City Manager Elaine Andersen introduced the item and provided an overview of outreach efforts. Environmental and Water Resources Director Marcus Yasutake and Public Works Director Dave Nugen made a presentation and responded to questions. Marie McKeeth provided additional information in response to questions.

Mayor Kerri Howell opened the public hearing at 7:27 p.m. The following speakers addressed the City Council:

1. Todd Pfeffer in opposition to rate increases
2. Josh Johnson in opposition to rate increases
3. Matt Keister encouraged more analysis on rates

Mayor Kerri Howell announced the close of the public hearing and the last opportunity for individuals to submit protests. Mayor Kerri Howell then called a recess to allow the City Clerk to tally protests.

The meeting resumed after the recess, and City Clerk Christa Freemantle announced that 201 protests were received for water rates, 210 protests for wastewater rates, and 227 protests for solid waste rates; a majority protest does not exist.

**Motion by Council Member Mike Kozlowski, second by Vice Mayor Sarah Aquino to approve Resolution No. 10362. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>Gaylord</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

**Motion by Council Member Mike Kozlowski, second by Vice Mayor Sarah Aquino to approve Resolution No. 10363 as modified. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>Gaylord</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

**Motion by Council Member Mike Kozlowski, second by Vice Mayor Sarah Aquino to approve Resolution No. 10364. Motion carried with the following roll call vote:**

<b>AYES:</b>	<b>Council Member(s):</b>	<b>Aquino, Kozlowski, Sheldon, Howell</b>
<b>NOES:</b>	<b>Council Member(s):</b>	<b>Gaylord</b>
<b>ABSENT:</b>	<b>Council Member(s):</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>Council Member(s):</b>	<b>None</b>

**NEW BUSINESS:**

- 8a. Ordinance No. 1297 - An Ordinance of the City of Folsom Repealing and Re-Enacting Chapter 8.36 of the Folsom Municipal Code Concerning the Folsom Fire Code (Introduction and First Reading)

8b. Ordinance No. 1298 - An Ordinance of the City of Folsom Repealing and Re-Enacting Certain Chapters of Title 14, "Buildings and Construction", of the Folsom Municipal Code Concerning Enforcement of Folsom Construction Codes (Introduction and First Reading)

NOTE: Items 8a and 8b were presented together.

Community Development Director Pam Johns and Fire Chief Felipe Rodriguez introduced the item. Staff members Scott Zangrando and Lauren Ono provided additional information.

**Motion by Council Member Roger Gaylord, second by Vice Mayor Sarah Aquino to introduce Ordinance No. 1297 as amended. Motion carried with the following roll call vote:**

**AYES: Council Member(s): Aquino, Gaylord, Kozlowski, Sheldon, Howell**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

**Motion by Mayor Kerri Howell, second by Council Member Mike Kozlowski to introduce Ordinance No. 1298 (as amended). Motion carried with the following roll call vote:**

**AYES: Council Member(s): Aquino, Gaylord, Kozlowski, Sheldon, Howell**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

8c. Appointment of Three At-Large Members to the Folsom Historic District Commission

Each applicant addressed the City Council regarding their qualifications and interest in serving.

**Using an open ballot process, the City Council voted:**

	<b>Historic Preservation</b>	<b>Resident of the Historic District</b>	<b>Business Owner within Sutter Street Subarea</b>
<b>Aquino</b>	Daron Bracht	Kathleen Cole	Rosario Rodriguez
<b>Gaylord</b>	Daron Bracht	Kathleen Cole	(abstain)*
<b>Howell</b>	Daron Bracht	John Lane	Rosario Rodriguez
<b>Kozlowski</b>	Daron Bracht	Kathleen Cole	Rosario Rodriguez
<b>Sheldon</b>	Daron Bracht	John Lane	Rosario Rodriguez
<b>APPOINTED:</b>	<b>Daron Bracht</b>	<b>Kathleen Cole</b>	<b>Rosario Rodriguez</b>

\*It was incorrectly announced at the meeting that Council Member Gaylord voted for Rosario Rodriguez; he had actually abstained from voting on that seat.

The City Council meeting temporarily adjourned to the joint City Council / Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority meeting.

**CALL TO ORDER:**

The joint City Council / Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority meeting was called to order at 8:29 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Kerri Howell presiding.

**ROLL CALL:**

**Council Members**

**Present:**

Sarah Aquino, Vice Mayor  
Roger Gaylord, Council Member  
Ernie Sheldon, Council Member  
Mike Kozlowski, Council Member  
Kerri Howell, Mayor

**Council Members Absent:** None

**Staff Present:**

City Manager Elaine Andersen  
Assistant City Manager Jim Francis  
City Attorney Steve Wang  
City Clerk Christa Freemantle  
Finance Director Stacey Tamagni  
Community Development Director Pam Johns  
Public Works Director Dave Nugen

**Consent Calendar:**

9b(i). Approval of the October 8, 2019 Joint City Council/Successor Agency/Public Financing Authority/Folsom South of 50 Parking Authority/Folsom Ranch Financing Authority Special Meeting Minutes

9b(ii). Approval of the November 12, 2019 Joint City Council/Folsom Ranch Financing Authority Special Meeting Minutes

9b(iii). Receive and File the City of Folsom, the Folsom Redevelopment Successor Agency, the Folsom Public Financing Authority, the South of 50 Parking Authority, and the Folsom Ranch Financing Authority Monthly Investment Reports for the Month of September 2019

**Motion by Council Member Roger Gaylord, second by Vice Mayor Sarah Aquino to approve the Consent Calendar. Motion carried with the following roll call vote:**

**AYES: Council Member(s): Aquino, Gaylord, Kozlowski, Sheldon, Howell**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

**Adjournment**

There being no further business to come before the Folsom City Council, the joint City Council / Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority meeting was adjourned at 8:31 p.m.

**ELECTION:**

11a. Mayor and Vice Mayor

The following speakers addressed the City Council:

Sharon Kindel  
 John Combs  
 Aaron Ralls  
 Matt Ferron  
 Zaid Akhter

Council Members shared their thoughts and comments.

**Using an open ballot process, the City Council voted:**

	<b>Mayor</b>	<b>Vice Mayor</b>
<b>Aquino</b>	Sarah Aquino	Ernie Sheldon
<b>Gaylord</b>	(abstain)	Ernie Sheldon
<b>Howell</b>	Sarah Aquino	Ernie Sheldon
<b>Kozlowski</b>	Sarah Aquino	Ernie Sheldon
<b>Sheldon</b>	Sarah Aquino	Ernie Sheldon
<b>APPOINTED:</b>	<b>Sarah Aquino</b>	<b>Ernie Sheldon</b>



**CITY MANAGER REPORTS:**

City Manager Elaine Andersen invited residents to attend community events.

**COUNCIL COMMENTS:**

Council Member Mike Kozlowski spoke of Ernie Sheldon's work as a "community organizer".

Council Member Roger Gaylord spoke of Ernie Sheldon's work for the community. He thanked Folsom Police and Fire for their work on the Santa Sleigh events.

Vice Mayor Sarah Aquino complimented Ernie Sheldon for his work and wished everyone a happy new year.

Mayor Kerri Howell spoke of regional meetings and urged everyone to drive carefully.

**ADJOURNMENT:**

There being no further business to come before the Folsom City Council, the meeting was adjourned at 9:20 p.m.

PREPARED AND SUBMITTED BY:

\_\_\_\_\_  
Christa Freemantle, City Clerk

ATTEST:

\_\_\_\_\_  
Kerri Howell, Mayor

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# City Council Special Meeting

## MINUTES

Tuesday, January 14, 2020 6:15 PM

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### CALL TO ORDER

The special City Council meeting was called to order at 6:15 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Sarah Aquino presiding.

### ROLL CALL:

Council Members Present:

Roger Gaylord, Council Member  
Kerri Howell, Council Member  
Mike Kozlowski, Council Member  
Ernie Sheldon, Vice Mayor  
Sarah Aquino, Mayor

Council Members Absent: None

Staff Present:

City Manager Elaine Andersen  
Assistant City Manager Jim Francis  
City Attorney Steve Wang  
City Clerk Christa Freemantle

### ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code Section 54956.9(d)(1): William “Pat” King v. City of Folsom, Workers’ Compensation Appeals Board Case No. ADJ10841614

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

**Motion by Council Member Kerri Howell, second by Council Member Roger Gaylord to adjourn to closed session for the above referenced item. Motion carried with the following roll call vote:**

**AYES: Council Member(s): Gaylord, Howell, Kozlowski, Sheldon, Aquino**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

### RECONVENE

City Attorney Steve Wang announced that no final action was taken during closed session.

**ADJOURNMENT**

There being no further business to come before the Folsom City Council, the special meeting was adjourned at 6:31 p.m.

PREPARED AND SUBMITTED BY:

\_\_\_\_\_  
Christa Freemantle, City Clerk

ATTEST:

\_\_\_\_\_  
Sarah Aquino, Mayor

# City Council Regular Meeting

## MINUTES

Tuesday, January 14, 2020 6:30 PM

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### CALL TO ORDER

The special City Council meeting was called to order at 6:15 p.m. in City Council Chambers, 50 Natoma Street, Folsom, California, with Mayor Sarah Aquino presiding.

### ROLL CALL:

Council Members Present:

Roger Gaylord, Council Member  
Kerri Howell, Council Member  
Mike Kozlowski, Council Member  
Ernie Sheldon, Vice Mayor  
Sarah Aquino, Mayor

Council Members Absent: None

Staff Present:

City Manager Elaine Andersen  
Assistant City Manager Jim Francis  
City Attorney Steve Wang  
City Clerk Christa Freemantle  
Finance Director Stacey Tamagni  
Community Development Director Pam Johns  
Public Works Director Dave Nugen  
City Engineer Steve Krahn  
Principal Planner Desmond Parrington  
Arborist Aimee Nunez

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

### AGENDA UPDATE

City Clerk Christa Freemantle advised that there was additional information related to item 2.

### BUSINESS FROM THE FLOOR:

None

**SCHEDULED PRESENTATIONS:**

1. Folsom Plan Area Quarterly Update for 2019 Fourth Quarter

Community Development Director Pam Johns introduced the item, and City Engineer Steve Krahn made a presentation and responded to questions from the City Council.

2. Presentation Regarding New California Laws Pertaining to Accessory Dwelling Units (Effective January 1, 2020) and Upcoming Folsom Municipal Code Amendments to Ensure Consistency with State Law

Principal Planner Desmond Parrington made a presentation and responded to questions from the City Council. City Attorney Steve Wang provided additional information.

The following speakers addressed the City Council:

- Mike Brenkwitz
- Loretta Hettinger
- Beth Kelly

**CONSENT CALENDAR:**

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

3. Resolution No. 10376 - A Resolution Rejecting all Submitted Bids for the Nisenan Park Basketball Court Resurfacing Project
4. Ordinance No. 1297 - An Ordinance of the City of Folsom Repealing and Re-Enacting Chapter 8.36 of the Folsom Municipal Code Concerning the Folsom Fire Code (Second Reading and Adoption)
5. Ordinance No. 1298 - An Ordinance of the City of Folsom Repealing and Re-Enacting Certain Chapters of Title 14, "Buildings and Construction," of the Folsom Municipal Code Concerning Enforcement of Folsom Construction Codes (Second Reading and Adoption)
6. Resolution No. 10378 – A Resolution Approving and Certifying an Addendum to the Environmental Impact Report for the Folsom General Plan 2035 for the Folsom Tree Preservation Ordinance Update and the 58-acre Corporation Yard Site

**Motion by Council Member Kerri Howell, second by Council Member Roger Gaylord to approve the Consent Calendar. Motion carried with the following roll call vote:**

**AYES:** Council Member(s): **Gaylord, Howell, Kozlowski, Sheldon, Aquino**  
**NOES:** Council Member(s): **None**  
**ABSENT:** Council Member(s): **None**  
**ABSTAIN:** Council Member(s): **None**

**NEW BUSINESS:**

7. Nomination of City of Folsom Representative to the Citizens' Advisory Committee for Folsom Prison

City Clerk Christa Freemantle presented the staff report, clarifying that the City Council nominates members to the Committee and then the Prison Warden has the authority to confirm the appointment.

**Using an open ballot process, the City Council voted:**

	<b>Nomination</b>
<b>Aquino</b>	Sandra Munoz-Braidman
<b>Gaylord</b>	Sandra Munoz-Braidman
<b>Howell</b>	Scott Bailey
<b>Kozlowski</b>	Sandra Munoz-Braidman
<b>Sheldon</b>	Scott Bailey
<b>NOMINATED:</b>	Sandra Munoz-Braidman

8. Presentation Regarding the Newly Formed Sacramento Homeless Policy Council and Appointment of City Council Representatives to the Sacramento Homeless Policy Council

City Clerk Christa Freemantle introduced the item. Lisa Bates, Sacramento Steps Forward, made a presentation and responded to questions from the City Council.

**Motion by Council Member Kerri Howell, second by Council Member Roger Gaylord to approve the Consent Calendar. Motion carried with the following roll call vote:**

**AYES: Council Member(s): Gaylord, Howell, Kozlowski, Sheldon, Aquino**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

9. Budget for FY 2020-21 - Preliminary Discussion of Budget Priorities, Requests and Expectations and Direction to Staff

City Manager Elaine Andersen introduced the item, and Finance Director Stacey Tamagni made a presentation and responded to questions from the City Council.

The following speaker addressed the City Council:

- Loretta Hettinger

10. Ordinance No. 1299 - An Ordinance Repealing and Replacing the Tree Preservation Ordinance as set forth in Chapter 12.16 of the Folsom Municipal Code (Introduction and First Reading)

Arborist Aimee Nunez made a presentation and responded to questions from the City Council. City Attorney Steve Wang provided direction about the inadvertent omission of section 12.16.030 from the first reading draft.

The following speaker addressed the City Council:

- Janine Analise Ferrer
- Jodi Carlson

**Motion by Council Member Kerri Howell, second by Council Member Roger Gaylord to introduce Ordinance No. 1299, with the addition of section 12.16.030 which was inadvertently omitted. Motion carried with the following roll call vote:**

**AYES: Council Member(s): Gaylord, Howell, Kozlowski, Sheldon, Aquino**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

**PUBLIC HEARING:**

11. Resolution No. 10377 - A Resolution Amending Resolution No. 4792 to Increase the City's Tree Mitigation Fees

Principal Planner Desmond Parrington made a presentation and responded to questions from the City Council. Mayor Sarah Aquino opened the public hearing.

The following speaker addressed the City Council:

- Barbara Leary
- Jodi Carlson

Hearing no further speakers, the public hearing was closed.

**Motion by Council Member Kerri Howell, second by Council Member Roger Gaylord to approve Resolution No. 10377 (with suggested typographic corrections). Motion carried with the following roll call vote:**

**AYES: Council Member(s): Gaylord, Howell, Kozlowski, Sheldon, Aquino**  
**NOES: Council Member(s): None**  
**ABSENT: Council Member(s): None**  
**ABSTAIN: Council Member(s): None**

**CITY MANAGER REPORTS**

City Manager Elaine Andersen spoke of Regional Transit expanding microtransit service, upcoming fireworks sale application period, Lego competition at the Library and the Folsom Zoo Sanctuary docent training program.

**COUNCIL COMMENTS**

Council Member Mike Kozlowski spoke of the upcoming SACOG meeting, an eagle scout court of honor, his service on the League of California Policy Board and the upcoming SACOG meeting in San Diego to view regional projects. He also mentioned the upcoming track season.



Council Member Kerri Howell thanked everyone for the work on FHDA Tree Lighting event and the zoo volunteers for their work on the Holiday Lights event, congratulated Sarah Aquino on her term as Mayor and spoke of upcoming crab feed. She also mentioned Regional Transit expanding microtransit and airport service.

Council Member Roger Gaylord complimented Mayor Sarah Aquino on her first meeting.

Vice Mayor Ernie Sheldon spoke of upcoming Veterans Day Parade award presentations.

Mayor Sarah Aquino reminded everyone of open hours at the Mayors office on Thursday afternoons.

**ADJOURNMENT**

There being no further business to come before the Folsom City Council, the meeting was adjourned at 9:20 p.m.

PREPARED AND SUBMITTED BY:

\_\_\_\_\_  
Christa Freemantle, City Clerk

ATTEST:

\_\_\_\_\_  
Sarah Aquino, Mayor

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CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

## Folsom City Council Staff Report

<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Ordinance No. 1299 – An Ordinance Repealing and Replacing the Tree Preservation Ordinance as Set Forth in Chapter 12.16 of the Folsom Municipal Code (Second Reading and Adoption)
<b>FROM:</b>	Community Development Department

**RECOMMENDATION / CITY COUNCIL ACTION**

Staff respectfully requests that the City Council adopt Ordinance No. 1299 - An Ordinance Repealing and Replacing the Tree Preservation Ordinance as set forth in Chapter 12.16 of the Folsom Municipal Code (Second Reading and Adoption)

**BACKGROUND / ISSUE**

At the January 14, 2020 meeting, the City Council introduced and held the first reading of the attached Ordinance repealing and replacing Chapter 12.16 of the Folsom Municipal Code regarding tree preservation. Minor modifications discussed by the City Council have been incorporated into the attached Ordinance for second reading and adoption.

In 1995, the City Council adopted a Tree Preservation Ordinance (Folsom Municipal Code Chapter 12.16) primarily to establish and maintain tree cover and to promote conservation of tree resources. In the 24 years since that time, there have been a few minor amendments to the definitions and procedures (1996) and to mitigation fees (2006). City Staff and stakeholders (residents, developers, arborists) identified challenges interpreting/implementing the current code as originally written. As such, staff has engaged the community in a focused update to solve problems and give us more tools in our toolbelts to help protect and preserve trees.

Proposed issues were vetted and solutions identified through a series of stakeholder meetings and community workshops. The resulting changes were introduced, revised, and ultimately presented to the City Council for consideration and adoption.

## **DISCUSSION**

Four non-substantive edits have been addressed in the ordinance since the document was presented for first reading on January 14, 2020. The corrections were in response to omission errors in the conversion of the final draft from the track changes document (both of which were included in the staff report packets for the January 14, 2020 City Council meeting). The missing items have been added to the ordinance and include:

1. A definition for Root System (12.16.020). This definition was shown in the track changes document, which was included as attachment 3 in the staff report packet for the first reading but was unintentionally omitted in the public hearing document. The definition has now been included in the ordinance.
2. A parenthetical in Prohibited Activities (12.16.040)(B). This language clarifies what structures cannot be attached to Protected Trees using nails, screws, and/or spikes. This language was shown in the track changes document, which was included as attachment 3 in the staff report packet for the first reading but was unintentionally omitted in the public hearing document. The language has now been included in the ordinance.
3. Two phrases in Exemptions (12.16.050)(C)(6). These two phrases were insertions by the City Attorney and were included in the track changes document. The language has now been included in the ordinance.
4. A single phrase in Tree Protection Zone Work (12.16.130)(B)(7). Language clarifying the recipient of the Certificate of Compliance was shown in the track changes document but unintentionally omitted in the public hearing document. The language has now been included in the ordinance.

Attachment 2 includes the corresponding excerpts from the track changes document, highlighting the items that have now been included in the Tree Preservation Ordinance.

## **ENVIRONMENTAL REVIEW**

On January 14, 2020, City Council approved and certified an Addendum to the 2035 General Plan Final Program Environmental Impact Report (FPEIR) for the Folsom Tree Preservation Ordinance Update (TPOU). The Addendum analyzed the effects of revising the existing Tree Preservation Ordinance (Folsom Municipal Code Chapter 12.16) to update and modify permit requirements, impose standard management and preservation conditions, and focus the TPOU on the preservation of existing trees. Based on the analysis in the Addendum, the City found that there will not be a significant effect on the environment because the mitigation measures imposed with the certified 2035 General Plan Final FPEIR have either already been implemented, or will be implemented via future City actions to reduce impacts to a less-than-significant level. In the case of any unmitigated significant impacts previously

identified in the certified FPEIR, these have been identified in the Statement of Findings and Overriding Considerations that was adopted during certification of the FPEIR (Resolution 10147) that applies to the Folsom General Plan 2035 project as a whole. The information in the environmental study (Addendum) supports the determination that the revisions to the Folsom Municipal Code Chapters 12.16.010 through 12.16.230 (Tree Preservation Ordinance Update) are within the scope of the previously certified FPEIR.

**ATTACHMENTS**

1. Ordinance No. 1299 – An Ordinance Repealing and Replacing the Tree Preservation Ordinance as set forth in Chapter 12.16 of the Folsom Municipal Code. (Second Reading and Adoption)
2. Excerpts from the the Public Hearing Draft Tree Preservation Ordinance dated December 30, 2019 with track changes showing edits to the October 2019 Public Review Draft Tree Preservation Ordinance

Submitted.



Pam Johns, Community Development Director

## **Attachment 1**

### **Ordinance No. 1299 – An Ordinance Repealing and Replacing the Tree Preservation Ordinance as set forth in Chapter 12.16 of the Folsom Municipal Code**

**ORDINANCE NO. 1299**

**AN ORDINANCE REPEALING AND REPLACING THE TREE PRESERVATION  
ORDINANCE AS SET FORTH IN CHAPTER 12.16 OF THE FOLSOM MUNICIPAL  
CODE**

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

**SECTION 1 PURPOSE**

The purpose of this ordinance is to repeal and re-enact Chapter 12.16 (Tree Preservation) of Title 12 (Streets and Sidewalks) of the Folsom Municipal Code to establish standards and measures for the preservation trees consistent with the City’s General Plan and community values.

**SECTION 2 CHANGES TO FOLSOM MUNICIPAL CODE**

Chapter 12.16 of Title 14 of the Folsom Municipal Code is hereby amended to read as follows:

**Title 12  
STREETS AND SIDEWALKS**

- Chapters:
- 12.16 Tree Preservation

**Chapter 12.16  
TREE PRESERVATION**

**SECTIONS**

- 12.16.010 Purpose and Intent
- 12.16.020 Definitions
- 12.16.030 Applicability
- 12.16.040 Prohibited Activities
- 12.16.050 Permit Required
- 12.16.060 Application Requirements
- 12.16.070 Approving Authority
- 12.16.080 Findings for Approval
- 12.16.090 Notice of Decision
- 12.16.100 Appeals
- 12.16.110 Effective Date and Permit Expiration
- 12.16.120 Permit Compliance and Amendment
- 12.16.130 Conditions of Approval
- 12.16.140 Tree Protection and Mitigation Plan Requirements
- 12.16.150 Mitigation Requirements

- 12.16.160 Tree Planting and Replacement Fund
- 12.16.170 Landmark Designation
- 12.16.180 Maintenance
- 12.16.190 Street Tree Planting
- 12.16.200 Parking Lot Shading Tree Planting
- 12.16.210 Solar Shade Control Act Exemption
- 12.16.220 Violations, Enforcement, And Penalties

12.16.010 Purpose and Intent

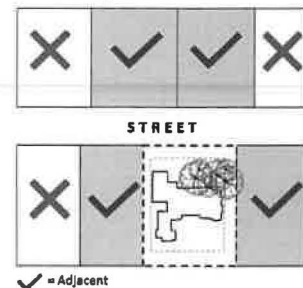
- A. Purpose. Trees are both community and environmental assets, unique in their ability to provide a multitude of benefits that appreciate over time. In addition to many others, these benefits include life-giving oxygen, filtration of air pollutants, protection from heat and ultra-violet radiation, energy savings, reduced Heat Island effect, habitat for wildlife, carbon sequestration, and improvement of property values. The purpose of this chapter is to advance these aesthetic, economic, environmental, and social contributions of the City’s Urban Forest through the creation and preservation of tree resources. In order to promote the public health, safety and general welfare, enhance the beauty of Folsom and to complement and strengthen zoning, subdivision and land use standards and regulations, while at the same time recognizing individual rights to develop private property, the City Council finds it necessary to establish standards and measures for the preservation of trees.
- B. Intent. The provisions of this Chapter are enacted to:
1. Establish and maintain the optimum amount of tree cover on public and private lands.
  2. Promote conservation of tree resources and long-term sustainability.
  3. Safeguard the health of the City’s Urban Forest by ensuring proper tree management practices.
  4. Protect the visual and aesthetic character of the City.
  5. Implement the conservation goals of the General Plan.
  6. Establish procedures for the City to administer this tree preservation ordinance.

12.16.020 Definitions

This section includes the definition of terms and phrases used in this Chapter that are technical or specialized, or that may not reflect common usage. If any of the definitions in this Chapter conflict with definitions in other provisions of the Municipal Code, the terms and phrases as defined in this Chapter shall control for the purposes of this Chapter. If a word is not defined in this Chapter, the Community Development Director shall determine the most appropriate definition for purposes of enforcing the tree preservation ordinance.

Adjacent. Having a common property line, or immediately next to a property or to a property located across from an alley, path, private street, easement, or public street as shown in Figure 12.16-1.

Figure 12.16-1





ANSI A300 Standards. The most current version of Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices of the American National Standards Institute, as amended from time to time.

Appeal Authority. The Director or Commission authorized under this Chapter to consider appeals of decisions by the Approving Authority.

Approving Authority. The City Arborist is the Approving Authority for the Tree Work Permit and Tree Removal Permit covered by this Chapter.

Arborist Report. A report prepared by an Arborist containing specific information on location, condition, potential impacts of development, recommended actions and mitigation measures relating to 1 or more trees on an individual lot or project site.

Arborist. An individual certified as an Arborist by the International Society of Arboriculture (ISA) and holds a current and unexpired certification.

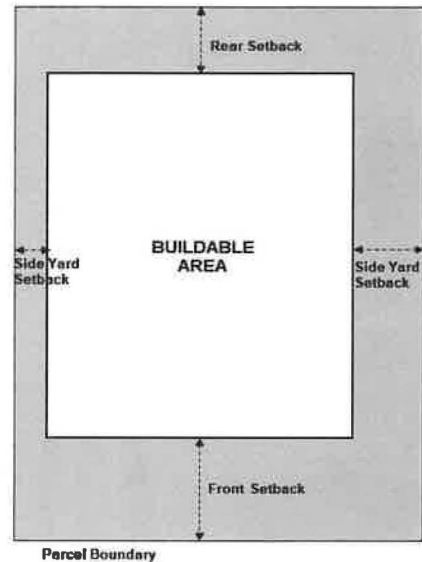
Buildable Area. The area of a parcel where buildings may be constructed excluding front, rear and side yard setbacks as required by the Zoning Code. In the case of a parcel that is to be subdivided, the buildable footprint would be the Buildable Area of each proposed new parcel excluding front, rear and side yard setbacks as required by the existing or proposed zoning for the new parcel(s). Refer to Figure 12.16-2.

City Arborist. An Arborist who is a City employee whose job duties include the review, evaluation and preparation of reports and permits under this Chapter.

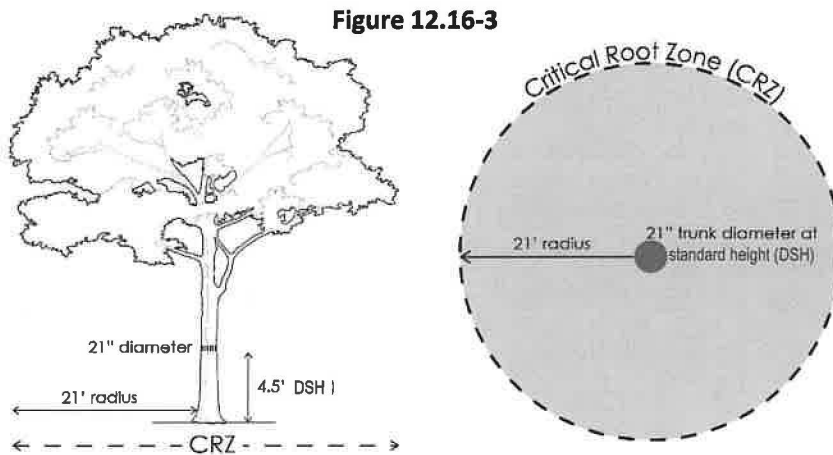
Certificate of Compliance. A written statement from an Arborist verifying that the conditions associated with a Tree Permit have been satisfied.

Commission. The Planning Commission or Historic District Commission depending on the location of the Regulated Activity.

Figure 12.16-2

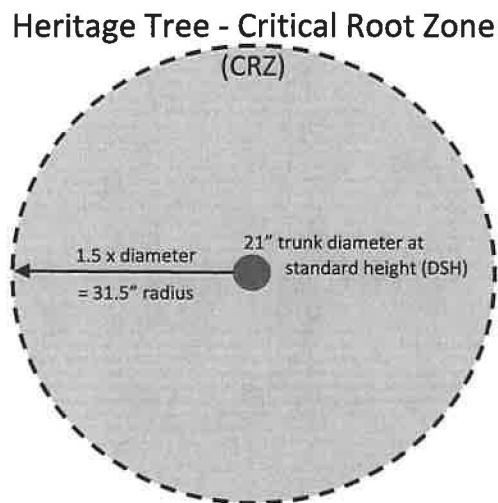


Critical Root Zone (CRZ). The area of soil extending from the tree trunk where roots required for future tree health and survival are located. This Critical Root Zone area for all trees except Heritage Trees is a circle with a minimum radius of 1 foot for every 1 inch in trunk diameter at DSH. Refer to Figure 12.16-3



For Heritage Trees, the Critical Root Zone area shall be a circle with a minimum radius of 1.5 feet for every 1 inch in trunk diameter at DSH, unless reduced by the City Arborist. Refer to Figure 12.16-4.

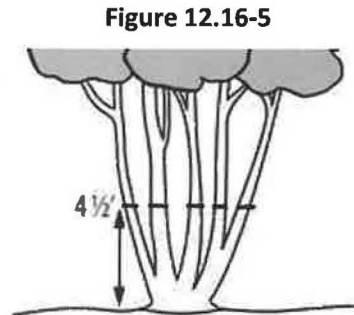
**Figure 12.16-4**



Diameter at Standard Height (DSH). The diameter of a tree measured at four and one-half (4.5) feet above the ground while standing on the high side of the tree. For a tree other than a Multi-trunked Tree that branches at or below four and one-half feet, DSH shall mean the diameter at the narrowest point between the grade and the lowest branching point. The diameter shall be calculated by use of the following formula:

$$\text{diameter} = \text{circumference} / 3.142$$

For Multi-trunked Trees, the DSH shall be the diameter of each stem measured at four and one-half feet above the ground while standing on the high side of the tree added together in total. Refer to Figure 12.16-5.

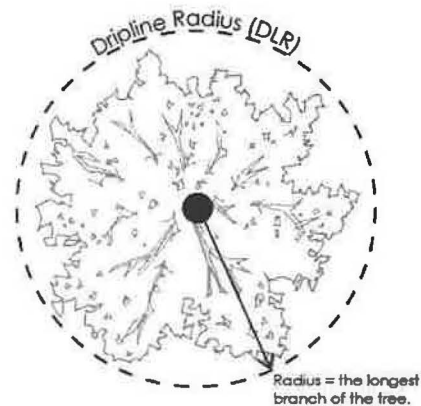


Extrapolated Diameter at Standard Height (DSH). This shall be used for purposes of calculating the mitigation for a Multi-trunked Tree. It is derived from adding the cross-sectional area of each stem measured at four and one-half (4.5) feet above grade to determine a value for the DSH. In a Multi-trunked Tree, this is calculated by taking the square root of the sum of each individual stem’s DSH squared. The Extrapolated DSH value is used for determining mitigation and may be calculated using an alternative method acceptable to the City Arborist.

Director. The Director of the City’s Community Development Department or his/her designee.

Dripline Radius (DLR). A perfect circle around the tree with the radius being equal to the longest branch of the tree. Refer to Figure 12.16-6.

Figure 12.16-6



Emergency. For purposes of this Chapter, emergency is defined as an imminent danger to the safety of persons or property and/or the imminent loss of water, sewer, gas or electrical service or access to public or private property(ies).

Heat Island. An urban or metropolitan area that has higher average temperatures than surrounding rural areas due to the greater absorption, retention, and generation of heat by buildings, pavements, and human activities.

Heritage Tree. Except for trees listed as “Not Eligible for Heritage Status” on the City’s Master Tree List, a tree on the City’s Master Tree List over 30 inches in DSH or a multi-trunked tree on the Master Tree List having a combined DSH of 50 inches or more.

ISA Best Management Practices. Recommended methods for the planting, care, maintenance, pruning of trees prepared by the International Society of Arboriculture.

Landmark Tree. A tree or group of trees determined by the City Council to confer a significant community benefit to the general public due to its size, age, location, historic association or ecological value.

Major Pruning. The cutting of any individual branch or root with a diameter of two inches or greater or a circumference of more than six and one-quarter inches at the location of the cut on such branch or root. It shall also include the cutting of a cumulative amount of more than ten percent of the Root System, the Tree Crown, or a combination of both within a 12-month period.

Master Tree List. A list prepared by the City, as amended from time to time, identifying the species of trees that may be planted as replacement trees, as Parking Lot Shading Trees, or as Street Trees as well as trees that are not-recommended or excluded from protection.

Minor Pruning. The cutting of any individual branch or root of less than two inches in diameter at the point of the cut on such branch or root. The cumulative amount of cutting shall not be more than ten percent of the Root System, the Tree Crown, or a combination of both within a 12-month period. Pruning that substantially reduces the overall size or density of the tree or destroys the existing symmetry or natural shape of the tree is not considered Minor Pruning.

Mitigation. For purposes of this Chapter, this is the action or set of actions designed to reduce the negative effects resulting from the loss of a Protected Tree and the reduction to Folsom’s tree canopy.

Monitoring Period. A time period specified in the Tree Protection and Mitigation Plan and approved by the City Arborist in order to ensure that preserved trees and replacement trees are in good health and remain viable. For replacement trees, this time period is typically three years.

Multi-trunked Tree. A tree with multiple stems originating from a single root mass.

Native Oak Tree. One of the following indigenous species of tree or hybrids of any of the trees listed below, with a minimum diameter as shown in Table 12.16-7:

**Table 12.16-7  
Native Oak Trees**

<b>Common Name</b>	<b>Botanical Name</b>	<b>Trunk (DSH)</b>	<b>Multi-trunked Combined (DSH)*</b>
Valley Oak	Quercus lobata	6"	20"
Blue Oak	Quercus douglasii	6"	20"
Interior Live Oak	Quercus wislizenii	6"	20"
Coast Live Oak	Quercus agrifolia	6"	20"

\*A Native Multi-trunked Tree listed above with a single stem 6 inches or greater shall be considered a Native Oak Tree.

**Parking Lot Shading Tree.** Any tree planted in a parking lot in order to meet shade coverage requirements and as identified in the Zoning Code.

**Protected Tree.** Trees protected under this Chapter include Native Oak Trees, Heritage Trees, Landmark Trees, and Regulated Trees, as defined herein.

**Pruning.** To cut off or cut back parts a tree to enhance health and structure. Pruning refers to both above surface and underground cutting. See also “Major Pruning” and “Minor Pruning”.

**Reasonable Alternative Measures.** Measures determined and authorized by the Approving Authority or Appeal Authority that may be reasonably implemented to minimize impact to a Protected Tree in order to avoid activities which could result in greater impact to the tree or removal of the tree. Examples may include tree management practices such as root barriers, pruning, root pruning, and soil protection. It may also include minor modifications to the development standards set forth in the Zoning Code to allow a development to preserve existing trees on-site (which may require a variance or other land use approvals).

**Regulated Activity.** Activities involving Major Pruning of a Protected Tree, activities such as grading, trenching, paving or soil disturbance undertaken within the Tree Protection Zone of a Protected Tree, removal of a Protected Tree, cabling and/or bracing of a Protected Tree, or other activities that may impact the long-term health and survivability of a Protected Tree as may be determined by the City Arborist.

**Regulated Tree.** Trees required by the City’s Zoning Code, (such as Parking Lot Shading Trees and Street Trees), or required as conditions of development project approval (such as landscape buffer or screening trees), or required by this Chapter as mitigation for the removal of a Protected Tree(s).

**Replacement Tree.** A tree required to be planted as mitigation for removal of a Protected Tree in accordance with the requirements of this Chapter.

**Root System.** This configuration of the underground parts or appendages of a tree, providing several functions including anchoring and providing water and nutrients to the tree.

**Root System.** The configuration of the underground parts or appendages of a tree, providing several functions including anchoring and providing water and nutrients to the tree.

**Routine Maintenance.** Includes the following activities: Minor Pruning; dead branch removal; irrigation; mulch application; mowing or trimming grass or other ground cover close to a tree; application of fertilizer, insecticides, or herbicides in accordance with their label; or any other similar activities that promote the life, growth, or health of trees. Any procedure, technique, or practice that is considered unacceptable or prohibited under the City’s Tree Care and Maintenance Standards or by this Chapter is not Routine Maintenance.

**Street Tree.** A tree of an approved species in accordance with the Folsom Master Tree List located within 12.5’ of a street or sidewalk, measured from the back of the sidewalk or back of curb if no sidewalk exists. Street Trees can be either privately or publicly owned.

Ordinance No. 1299

Page 7 of 27

Subject Property. The property, or properties, for which a permit request has been filed.

Terminal Leader. This is the vertical stem(s) at the top of the trunk of a tree.

Tree Care and Maintenance Standards. Standards required by the City for the care and maintenance of Protected Trees based on the ANSI 300 Standards, the ISA Best Management Practices, and any other relevant standards as determined by the City Arborist and as amended by the City from time to time.

Tree Crown. This is the top part of the tree, which features branches, foliage, flowers, and seeds that grow out from the main trunk and support the various leaves used for photosynthesis.

Tree Permit. A permit issued by the City covering any Regulated Activity affecting a Protected Tree, which may be a Tree Work Permit or a Tree Removal Permit or both.

Tree Protection and Mitigation Plan. A report and/or plan submitted for review and approval before the start of any Regulated Activity.

Tree Protection Zone. The circumference of the outermost edge of a tree's Critical Root Zone or Dripline Radius, whichever is greater, plus one foot. When depicted on a map, the Tree Protection Zone will appear as a perfect circle, or group of overlapping circles for multiple trees. Refer to Figure 12.16-8.

Topping. A type of pruning that is not Routine Maintenance and involves the removal of tops of trees, or large branches or trunks from tops of trees, leaving large stubs or lateral branches that are too small to assume the role of a Terminal Leader. Refer to Figure 12.16-9.

Figure 12.16-8

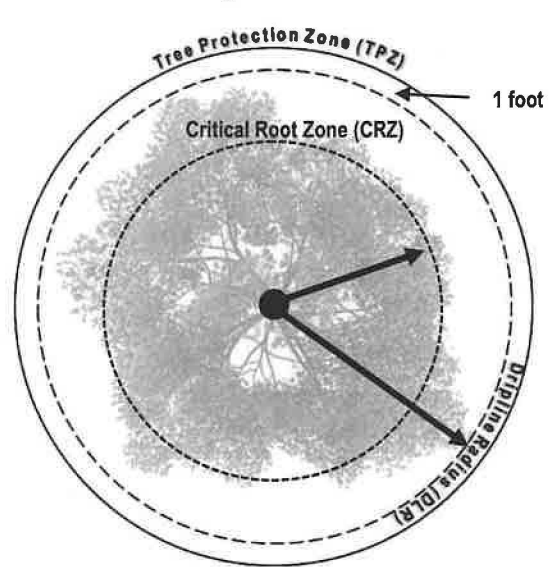
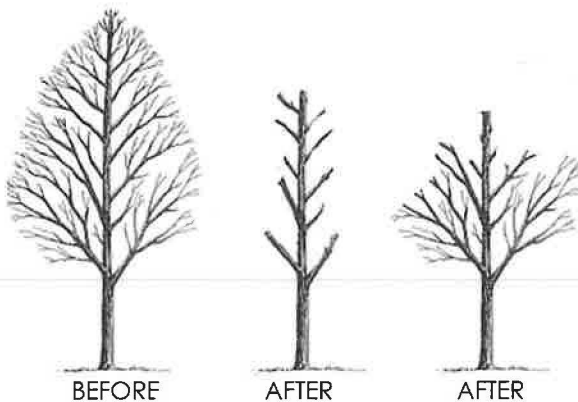


Figure 12.16-9



Urban Forest. A forest, or collection of trees, or the total of all trees on public and private properties that grow within an urban boundary.

Zoning Code. Title 17 of the Folsom Municipal Code.

#### 12.16.030 Applicability

The provisions of this Chapter shall apply to all Regulated Activities affecting Protected Trees, excluding those activities undertaken by the City. Trees that are not Protected Trees are not subject to the provisions of this Chapter. When a tree qualifies as more than one type of Protected Tree, the more stringent requirements apply.

#### 12.16.040 Prohibited Activities

The following activities shall be prohibited with respect to Protected Trees:

- A. Topping.
- B. Attaching structures (such as bird houses, tree houses or ladder steps for climbing into a tree) using nails, screws, and/or spikes except for the attachment of tags by an Arborist for purposes of tree identification.
- C. Wounding or breaking tree trunks or branches through contact with vehicles and heavy equipment.
- D. Wounding trunks with string weed trimmers, lawn mowers, and similar equipment.
- E. Causing injury by fire or excessive heat.
- F. Pruning activities not conducted in accordance with City's Tree Care and Maintenance Standards.
- G. The use of tree spikes or spurs while pruning.
- H. Any of the following activities within the Tree Protection Zone of any Protected Tree, unless specifically approved by the City and conducted in accordance with the standards of Section 12.16.130 (Conditions of Approval):
  - 1. Placement or storage of large quantities of soil and/or mulch greater than six inches in depth.
  - 2. Excavation and trenching.
  - 3. Changing soil grade by cutting or filling.
  - 4. Grading, tearing, and/or grubbing.
  - 5. Compacting soil with equipment, vehicles, material storage, and/or foot traffic.
  - 6. Installing impervious surfaces, including but not limited to parking lots, driveways, and walkways.

- I. Contamination of soil by washing out equipment (especially paint, stucco and concrete) and vehicle maintenance within the Tree Protection Zone.
- J. Contamination or compaction of soil by storing or placing construction materials or construction debris and waste within the Tree Protection Zone.
- K. Accumulation of water from construction-related activities within the Tree Protection Zone.
- L. Cutting down, destroying, effectively destroying through damaging, removing, or moving any Protected Tree without a Tree Work Permit or a Tree Removal Permit at any time unless specifically exempted by this Chapter.

#### 12.16.050 Permit Required

- A. Tree Work Permit Required. A Tree Work Permit is required for any Regulated Activities undertaken with respect to a Protected Tree, except where specifically exempted by subsection "C" below:
- B. Tree Removal Permit Required. A Tree Removal Permit is required before removal of any Protected Tree, except where specifically exempted by subsection "C" below.
- C. Exemptions. The following activities with respect to Protected Trees are specifically exempted from the requirements for obtaining a Tree Work Permit or a Tree Removal Permit.
  - 1. Resurfacing, repaving, or concrete replacement of existing paved areas within the Tree Protection Zone, if conducted under the supervision of an Arborist to guarantee appropriate measures are taken to ensure tree survival.
  - 2. Parking or operation of motor vehicles within the Tree Protection Zone on existing paved areas.
  - 3. Placement or storage of equipment or construction material within the Tree Protection Zone on existing paved areas.
  - 4. Proper planting and maintenance of under-canopy landscaping in accordance with the City's Tree Care and Maintenance Standards.
  - 5. Routine maintenance of Protected Trees.
  - 6. Emergency work involving the removal of limbs or trees damaged by sudden or extreme weather, chance occurrence, or unavoidable accident beyond the reasonable control of the property owner provided that the tree replacement requirements are met.
  - 7. Removal of a Protected Tree that is dead or dying as determined by an Arborist and/or verified by the City Arborist provided that the tree replacement requirements are met.
  - 8. Removal of a Protected Tree that poses an imminent safety risk to the public as determined by the City Arborist or City Fire Chief.
  - 9. Minor pruning activities.



- 10. Activities that do not disturb or contaminate the soil within the Tree Protection Zone or result in physical contact to the Protected Tree.
  - 11. Public and private utilities performing tree pruning or removal activities as is necessary to maintain a safe operation of their facilities. However, the utility shall notify the Community Development Department at least seven (7) business days before taking any action. If the utility conducts routine maintenance in Folsom on a regular basis, receipt of an annual encroachment permit from the City shall satisfy the notification requirement of this section.
- D. Combined Activities. Separate but similar tree-related activities may be reviewed under one permit. The City’s decision on the permit shall apply to all activities included in the permit.
  - E. Limitation. Permit issued under this Chapter entitles the permittee to perform only the Regulated Activities authorized in the permit and is not valid for any other purpose.

12.16.060 Application Requirements

- A. Application Form. All Tree Work Permit or Tree Removal Permit applications must be submitted in writing to the Community Development Department on a form provided by the City.
  - 1. Minimum submittal requirements shall be established by the Director. Additional information necessary for the complete evaluation of an application may be required by the City Arborist. All required material and information shall be provided by the applicant before the application may be deemed complete and accepted for processing.
  - 2. No application shall be considered complete for acceptance and processing until the required application fee is paid in full.
  - 3. For work within the Tree Protection Zone or work involving the removal of a Protected Tree, a Tree Protection and Mitigation Plan may be required as part of the permit application as determined by the City Arborist unless exempt under Section 12.16.050(C). If Protected Trees are present on or encroaching into a proposed development site, a Tree Protection and Mitigation Plan may be required as part of the entitlement application.
    - a. If all Regulated Activity is outside of the Tree Protection Zone of the Protected Trees, then only a site plan showing the location of the Protected Trees in accordance with Section 12.16.140(A) will be required.
- B. Application Fees. The City Council may establish a fee by resolution for the processing of permit applications under the provisions of this Chapter, which may be amended from time to time.

12.16.070 Approving Authority

The Approving Authority may approve, modify, approve with conditions, or deny the permit application in accordance with this Chapter. The Approving Authority shall be responsible for the interpretation of provisions of this Chapter in the event of confusion or a conflict. The

decision of the Approving Authority on a Tree Work Permit shall be final and not subject to appeal. A Tree Removal Permit may be appealed to the Appeal Authority pursuant to procedures set forth in Section 12.16.100 (Appeals).

#### 12.16.080 Findings for Approval

The following findings are required before issuance of the specified permit.

- A. Tree Work Permit. Before approving an application for a Tree Work Permit, the Approving Authority shall make the following findings:
1. The proposed activity is not detrimental to the immediate or long-term health of the Protected Tree; or
  2. The proposed activity may impact the immediate health of the Protected Tree(s), but a Tree Protection and Mitigation Plan has been prepared that minimizes the impact and protects the long-term health of the tree(s) to the satisfaction of the Approving Authority; and
  3. The proposed activity is in accordance with the provisions of this Chapter and all applicable City standards and policies.
- B. Tree Removal Permit. Before approving an application for a Tree Removal Permit, the Approving Authority shall make at least one of the following findings:
1. The condition of the Protected Tree with respect to disease, danger of falling, or long-term health of the tree is such that the tree is not likely to survive.
  2. The condition or location of the Protected Tree or its roots is interfering with water, sewer, gas, electrical services, streets or sidewalks and is likely to cause a foreseeable interruption in service or function to the subject property or properties in the vicinity and there are no Reasonable Alternative Measures to avoid, prevent or lessen the interference.
  3. The Protected Tree or its roots are causing or will cause damage in the near future to any existing permanent structure or feature on the property or on any Adjacent property including pools, driveways, and there are no Reasonable Alternative Measures to avoid, prevent or remove and repair the damage or imminent damage.
  4. Use of the property consistent with the Zoning Code cannot be made unless the Protected Tree is removed and there are no Reasonable Alternative Measures to allow for use of the property consistent with the Zoning Code.
  5. The tree is a Protected Tree, other than a Native Oak Tree or Landmark Tree, in the front yard of a residential property of one-half acre or less with an existing residential structure on-site, and the property owner agrees to plant a replacement tree on the property consistent with the requirements of Section 12.16.150 (A)(1)(c).

#### 12.16.090 Notice of Decision

- A. Written notice of an application for a Tree Removal Permit shall be provided to owners of properties located immediately Adjacent to the subject property after an application has been received by the City. The notice shall include the following:
1. Location where the application may be viewed.
  2. The timing for the decision on the application to be made by the Approving Authority.
  3. The location where the decision and any conditions imposed as part of the approval or reasons for denial may be viewed.
  4. The timeline and process for appeals, as applicable.
- B. Written Notice. Written notice of decision on an application for a Tree Work Permit or Tree Removal Permit shall be provided to the applicant as part of the permit issuance or denial. Notice of decision on a Tree Removal Permit will also be posted on the City's website.

#### 12.16.100 Appeals

- A. Right to Appeal. The decision on a Tree Work Permit is final and not subject to appeal. For a Tree Removal Permit, any person dissatisfied with the determination of the Approving Authority may file an appeal with the Director. The decision of the Director may be appealed to the Planning Commission or the Historic District Commission depending upon the location of the Protected Tree. The decision of the Planning Commission or Historic District Commission may be appealed to the City Council.
- B. Filing an Appeal. An appeal shall be submitted in writing to the City Clerk within 10 calendar days following a decision rendered under this Chapter, with payment of an appeal fee adopted by the City Council. The appeal shall, at a minimum, state the following:
1. The project or matter being appealed.
  2. The date of the City's decision that is the subject of the appeal.
  3. The specific finding(s), condition(s), standard, or action being appealed.
  4. A statement specifying the basis or grounds of the appeal, such as why the decision is not consistent with the standards and regulations of this Chapter.
  5. No appeal shall be deemed filed until the prescribed appeal fee has been paid.
  6. Failure to file a written appeal within the time and in the manner stated above shall constitute a waiver of the right to appeal.
- C. Notice and Schedule of Appeal Hearings.
1. For appeal to the Director of a decision by the Approving Authority pursuant to this Chapter, no hearing shall be required prior to a decision by the Director on the appeal.
  2. For appeal to the Commission of a decision by the Director pursuant to this Chapter, the Director shall schedule an appeal hearing with the Planning Commission or the Historic District Commission, as applicable, as soon as practicable following receipt of the appeal. Notice of the date, time and place of the hearing shall be provided to the appellant and the project applicant no later

than 10 calendar days before the date of the hearing. Any hearing may be continued from time to time.

3. For appeal to the City Council of a decision by the Commission pursuant to this Chapter, the Director shall schedule an appeal hearing with the Council, as soon as practicable following receipt of the appeal. Notice of the date, time and place of the hearing shall be provided to the appellant and the project applicant no later than 10 calendar days before the date of the hearing. Any hearing may be continued from time to time.

D. **Appeal Review and Action.** The Director, Planning Commission and/or Historic District Commission, and/or Council acting as Appeal Authority shall review all matters relating to the decision being appealed, de novo, and may make any order it deems just and equitable. The Appeal Authority may act to confirm, modify, or reverse the decision of the Approving Authority, in whole or in part, or add or amend such conditions as it deems necessary.

E. **Notice of Appeal Decision.**

1. **Director Decisions.** At the conclusion of the review, the Director shall make findings supporting the decision on the appeal. Written notice of the decision shall be provided to the appellant and the project applicant.
2. **Commission Decisions.** At the conclusion of the hearing, the Planning Commission or Historic District Commission shall make findings supporting its decision on the appeal. The decision of the Planning Commission or Historic District Commission shall be filed with the City Clerk and provided to the appellant and the project applicant.
3. **Council Decisions.** At the conclusion of the hearing, the Council shall make findings supporting its decision on the appeal. The decision of Council shall be filed with the City Clerk and provided to the appellant and the project applicant.

#### 12.16.110 Effective Date and Permit Expiration

A. **Effective Date.**

1. **Tree Work Permit.** Tree Work Permits shall become effective on the date an approval is issued by the Approving Authority.
2. **Tree Removal Permit.** Tree Removal Permits issued under this Chapter shall become effective 10 calendar days following the date of approval unless a timely appeal has been filed. Upon filing of a timely appeal, the effective date shall be suspended until such time that final action is taken on the appeal. If the Appeal Authority upholds a Tree Removal Permit application, the permit shall become effective on the day following the decision by the Appeal Authority.

B. **Time Limits.**

1. **Application Expiration.** Any application inactive for a period of six (6) months from the last written correspondence with the applicant shall expire, as determined by the Approving Authority. If the applicant subsequently wishes to

continue to pursue the requested permit, a new application, including fees and all submittal requirements must be filed in compliance with this Chapter.

2. **Permit Expiration.** Any permit not exercised within six (6) months from the date of approval shall expire. The exercise of a permit occurs when the permittee performs substantial work for the activity approved under the permit, as determined by the Approving Authority.
3. **Associated Entitlements.** When a permit under this Chapter is approved in association with other project entitlements (i.e., tentative map, design review, etc.), the permit expiration date shall track the expiration of said project entitlements not to exceed two (2) years.
4. **Extensions.** An applicant may request an extension in writing for up to six (6) months for a permit or a permit application, which may be granted at the discretion of the Approving Authority. The request must include the reason(s) for the extension.

#### 12.16.120 Permit Compliance and Amendment

- A. **Compliance with Permit Requirements.** A Tree Permit shall entitle the applicant to perform only the Regulated Activity authorized by the permit. No person shall undertake any Regulated Activity that does not comply with an approved Tree Permit. Any proposed change in the nature or scope of the Regulated Activity that is not in compliance with the approved permit shall require an application to amend the approved permit, which shall be submitted, processed, and reviewed as a new application under the provisions of this Chapter.
- B. **Substantial Compliance.** The Approving Authority may approve minor changes to an approved permit if the proposed changes are in substantial compliance with the permit and permit conditions. Such proposed changes shall not significantly affect the scope and intent of the approved work or reduce any requirement intended to mitigate an impact to a Protected Tree.

#### 12.16.130 Conditions of Approval

The Approving Authority may impose such conditions as are necessary to ensure compliance with this Chapter with respect to the proposed project, including but not limited to conditions to lessen impacts to Protected Trees or to mitigate environmental impacts of the proposed activity. The following are standard conditions of approval that shall apply to each type of work listed below.

- A. **Tree Pruning.** Tree Work Permit for Protected Tree pruning activities shall be subject to the following standard conditions, in addition to any other condition imposed by the Approving Authority:
  1. All pruning activities shall be conducted in accordance with the City's Tree Care and Maintenance Standards.
  2. All work shall be performed by or under the supervision of an Arborist.

- B. Tree Protection Zone Work. Tree Work Permits for Regulated Activities conducted within the Tree Protection Zone shall be subject to the following standard conditions, in addition to any other condition imposed by the Approving Authority:
1. A Tree Protection and Mitigation Plan may be required by the Approving Authority.
  2. All work shall be conducted and performed:
    - a. In accordance with the City's Tree Care and Maintenance Standards.
    - b. In accordance with the approved Tree Work Permit and, if required, the Tree Protection and Mitigation Plan.
    - c. By or under the supervision of an Arborist unless this requirement is waived by the Approving Authority.
  3. For construction activities, each Protected Tree or group of Protected Trees to be preserved shall be enclosed with high visibility fencing prior to the commencement of any Regulated Activity.
  4. Signs shall be posted on all sides of fences surrounding each Protected Tree or Trees stating that enclosed tree(s) are to be preserved. The signs shall state the penalty for damage to, or removal of, the Protected Tree. The size and number of posted signs required for the site shall be determined by the Approving Authority.
  5. Any approved Tree Protection and Mitigation Plan must be submitted as part of the application and plan set submittal for the Regulated Activity such as applications and plans for a grading permit, building permit, landscape permit, etc.
  6. An Arborist or their authorized representative shall be present on-site during all permit activities in order to monitor compliance with the permit, the permit conditions, and this Chapter to the satisfaction of the Approving Authority.
  7. A Certificate of Compliance shall be submitted by an Arborist to the Approving Authority as follows:
    - a. Once all permit activities are complete – to confirm compliance with the Tree Protection and Mitigation Plan.
    - b. Once the Monitoring Period specified in the Tree Protection and Mitigation Plan has closed – to confirm that the Protected Trees are in good health and remain viable.
- C. Tree Removal. A Tree Removal Permit for removal of a Protected Tree shall be subject to the following standard conditions, in addition to any other condition imposed by the Approving Authority:
1. A Tree Protection and Mitigation Plan may be required by the Approving Authority.
  2. A Certificate of Compliance may be required by an Arborist to the Approving Authority as follows:
    - a. Once replacement planting is complete – to confirm that the replacement tree(s) have been planted in accordance with the submitted Tree Protection and Mitigation Plan and any other applicable conditions of approval.

- b. Once the Monitoring Period specified in the Tree Protection and Mitigation Plan has closed – to confirm that the replacement trees are in good health and remain viable.
- D. All Tree Permits shall be subject to the following:
- 1. Tree Permit Kept on Site. A copy of the applicable Tree Permit and Tree Protection and Mitigation Plan shall be kept at the project site at all times and shall be made available for inspection upon request.
  - 2. Permittee Responsibilities. The permittee is responsible for compliance with all requirements of the Tree Permit.
  - 3. Indemnification. Permittees of Tree Permits issued under this Chapter shall defend, protect, indemnify and hold harmless the City and its officials, agents and employees from any and all claims, demands, suits, causes of action, damages, costs, expenses, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the issuance of the Tree Permit or the permittee's work performed under the Tree Permit.

#### 12.16.140 Tree Protection and Mitigation Plan Requirements

The Tree Protection and Mitigation Plan, if required under this Chapter, shall be prepared by an Arborist or other licensed professional, as approved by the Approving Authority, and contain the following information:

- A. A site plan, which shall include the following information, and any other information determined to be necessary by the Approving Authority.
  - 1. Physical characteristics (existing and proposed).
    - a. Property lines;
    - b. Streets, access easements and/or public or private driveways and other paved areas;
    - c. Buildings or structures;
    - d. Setbacks of all buildings and structures from property lines;
    - e. Parking and other paved areas;
    - f. Land uses on parcel (existing and proposed as applicable); and
    - g. Proposed grading and construction, including utilities, if available.
  - 2. Tree locations, including:
    - a. All trees located on the property;
    - b. Diameter at Standard Height of each tree;
    - c. Species of each tree;
    - d. Those Protected Trees which are to be preserved and which will be subject to Regulated Activity;
    - e. Protected Trees that may or will be impacted by the proposed Regulated Activities shall be clearly indicated;
    - f. The location of any replacement trees proposed as mitigation;
    - g. The exact location of the base and Tree Protection Zone for each tree within the project boundary;

- h. The tree number(s) shall be shown on both the site plan and grading plan and on the trees themselves (attached by nonharmful methods);
- i. The base elevation of each Protected Tree shall be shown on the site plan as well as the grading plan; and
- j. A survey of the exact location(s) of such tree(s), both horizontally and vertically, shall be conducted by a professional engineer or a licensed land surveyor.

B. An Arborist Report which includes the following and any other information determined to be necessary by the Approving Authority:

- 1. A statement of qualifications for the Arborist(s) or others that prepare the Tree Protection and Mitigation Plan.
- 2. Protected Trees shall be rated according to this American Society of Consulting Arborists (ASCA) Tree Rating System shown in Table 12.16-10.

**Table 12.16-10  
ASCA Tree Rating System**

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

- 3. A description of Regulated Activities to be conducted.
- 4. A procedure and course of action recommended by an Arborist which addresses the impacts to individual Protected Trees from the proposed Regulated Activity and provides the details necessary for preservation and mitigation and which shall include the following:
  - a. For Regulated Activity to be conducted within a Tree Protection Zone, the Tree Protection and Mitigation Plan shall identify those methods that shall be used by the applicant to protect the tree(s) during the proposed Regulated Activities, consistent with the requirements of Section 12.16.150. The methods used shall include, but not be limited to, the following:
    - i. Preservation devices such as soil or surface protection, protective fencing, root protection devices or other such methods.



- ii. The detailed recommendations for existing or proposed planting and/or irrigation within the Tree Protection Zone.
  - iii. Standards for performing work such as trenching, root cutting, or grading shall be consistent with the City's Tree Care and Maintenance Standards to preserve the Protected Tree.
- b. For removal of a Protected Tree, the Tree Protection and Mitigation Plan shall include:
- i. The number of replacement trees required to mitigate for removal of the Protected Tree(s) consistent with Section 12.16.150(A).
  - ii. The number of replacement trees that may be accommodated on the same property as the Protected Tree(s) proposed for removal. The number of replacement trees that may be accommodated on the property shall be determined by an Arborist based on the long-term viability of the replacement tree(s). Long-term viability shall be determined based on the following factors:
    - 1. Whether the proposed location of the replacement tree can accommodate full growth.
    - 2. Quality of the environment in which the tree is to be located.
    - 3. Potential impact to the replacement tree from any proposed development or construction activities.
  - iii. The schedule for planting of the replacement trees subject to approval of the Approving Authority.
  - iv. The strategy chosen by the applicant to satisfy the required mitigation shall be consistent with the provisions of Section 12.16.150(B).
  - v. If in-lieu fee payment is the only feasible option available to satisfy the mitigation requirements set forth in Section 12.16.150(B) then the information listed above in Section 12.16.140(B)(4) is not required.
- c. A monitoring program for the replacement trees, including a specified time period, the party responsible for monitoring, and the method and frequency by which monitoring reports will be submitted to the City.
- d. Other items as determined by the Approving Authority to satisfy the requirements of this Chapter.

#### 12.16.150 Mitigation Requirements

Removal of any Protected Tree shall be mitigated in accordance with the provisions of this section.

- A. Replacement Trees Required. Replacement trees shall be required as follows:
- 1. Protected Trees. Protected Trees rated 3, 4 or 5 in the ASCA Tree Rating System in Section 12.16.140(B) shall be replaced at a ratio of one-inch equivalent for every one-inch of DSH removed as shown in Table 12.16-11. Smaller trees such as saplings or trees in containers less than 15-gallons may be used, but two

replacement trees of that size would be required for every inch of Protected Tree removed. Protected Trees rated 2 shall be replaced at a ratio of 0.5-inch equivalent for every one-inch removed. Protected Trees rated 0 or 1 require no replacement or any other mitigation unless a Parking Lot Shading Tree or Street Tree replacement is required under the Zoning Code. Before removal of a Landmark Tree, the landmark designation shall be declassified pursuant to Section 12.16.170(D).

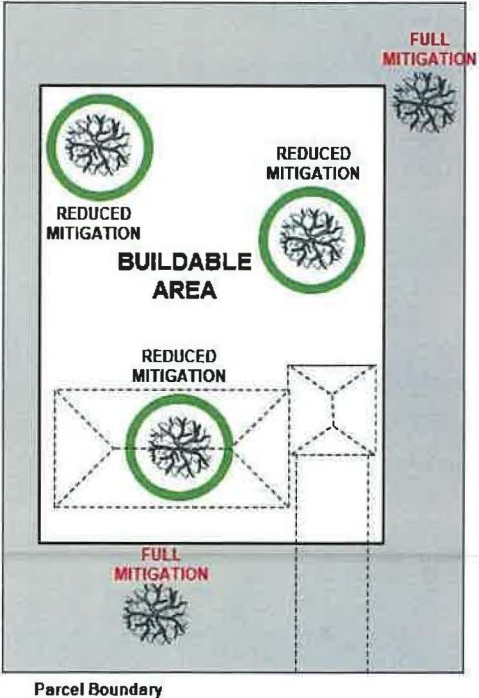
- a. Equivalency Table. The following equivalent sizes shall be used whenever new trees are planted pursuant to a Tree Protection and Mitigation Plan (refer to Table 12.16-11).

**Table 12.16-11  
Tree Replacement Equivalency Table**

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

- b. Reduced Mitigation Rate Within the Buildable Area of Residential Lots. Within the buildable area of a parcel zoned to allow for residential development, the mitigation requirements shall be reduced by 50 percent if any part of the tree base is located within the Buildable Area as shown in Figure 12.16-12.
- c. Removal of Street Trees on Residential Property with Existing Residential Dwellings. Street trees on residential property one-half acre or less shall be replaced at a ratio of one replacement tree for every tree removed if the property has an existing residential structure on-site. For residential properties greater than one-half acre, two replacement trees

**Figure 12.16-12**



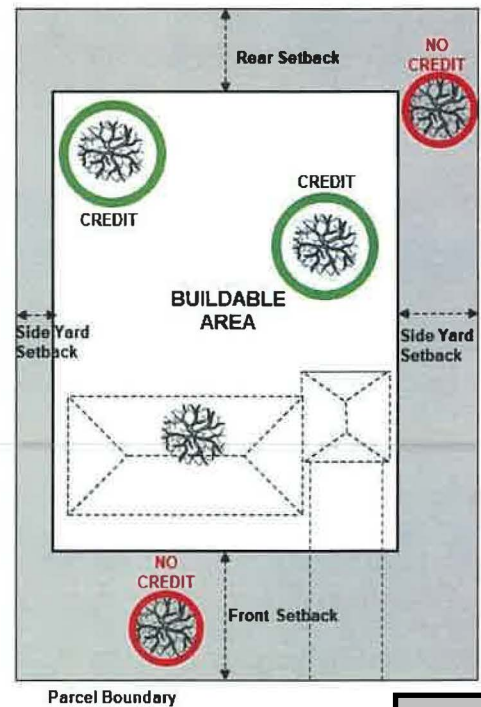
for every Street Tree removed shall be required at the discretion of the Approving Authority. Regardless of property size, removal of Street Trees that are Native Oak Trees or Heritage Trees requires the mitigation set forth in Section 12.16.150(B).

- d. Reduction or Waiver of Tree Replacement Requirements. The Director may consider requests to reduce or waive the tree replacement requirements in this section provided that the applicant has met findings 1, or 2, or 3 as set forth in 12.16.080(B) and the Protected Tree(s) is removed pursuant to a Tree Removal Permit issued pursuant to this Chapter.

B. Mitigation Strategies.

- 1. On-Site Replacement Planting. Replacement trees shall be planted on the same property as the Protected Tree proposed for removal, subject to review by the Approving Authority. Where the subject property is not able to accommodate the required number of replacement trees on-site, the payment of in-lieu fees shall be required in accordance with Section 12.16.150(B)(2).
  - a. Replacement Tree Species. Trees planted as replacement trees shall be the same species as those removed or a species that is acceptable to the Approving Authority, with consideration given to species diversity.
- 2. Payment of In-Lieu Fee. Payment of in-lieu fees may be allowed where the subject property is not able to accommodate the required number of replacement trees on-site. The in-lieu fee shall be calculated as a dollar amount for each DSH inch of Protected Tree removed, as adopted by City Council resolution.
- 3. Combination of Planting and Fee Payment. A combination of on-site replacement planting and payment of in-lieu fees may be used where the number of replacement trees cannot be accommodated on-site. The in-lieu payment shall be reduced based on the number of DSH inches of the replacement trees planted on-site.
- 4. Tree Preservation Credit. Protected Trees, including Native Oaks measuring one inch DSH or greater, may be preserved in order to receive a Tree Preservation Credit (TPC). Credit of one-half inch DSH shall be granted for every inch DSH preserved. However, required mitigation cannot be entirely satisfied using Tree Preservation Credit alone. Even when credit is granted, in no case can mitigation for Protected Tree removal be less than either:
  - a. The replanting, maintenance and monitoring for 3 years of one 15-gallon tree from a species of similar size at maturity that is listed on the Folsom Master Tree List; or

Figure 12.16-14



- b. The in-lieu fee equivalent to the replacement of the Protected Tree at one-inch DSH.

Any tree that is to be considered for Tree Preservation Credit shall be evaluated, included in the Tree Protection and Mitigation Plan, and shall have been found to be rated a 3, 4, or a 5 by an Arborist based on the ASCA Tree Rating System identified in Section 12.16.140. Credits shall only be accepted if any part of the base of the tree to be preserved is located within the Buildable Area of the parcel as shown in Figure 12.16-14, the Tree Protection Zone (TPZ) is protected on the construction site, the spacing is equal to or greater than the proper spacing dictated by the Folsom Master Tree List, and the tree is determined by the City Arborist to be viable long-term.

5. Other Strategies. Other strategies as may be determined appropriate by the Approving Authority and that meet the intent of mitigation for removal of the Protected Tree(s).

#### 12.16.160 Tree Planting and Replacement Fund

Mitigation fees and penalty assessments under this Chapter shall be deposited into the Tree Planting and Replacement Fund. The Tree Planting and Replacement Fund may be used for tree planting and revegetation projects such as parkways, parks, planting of trees along public trails and beautification projects, to purchase property for tree mitigation sites, or beautification projects, for the retention of a City Arborist, or for the development, staffing or implementation of an Urban Forestry program, if established. Funds shall not be made available for mitigation or planting on private property, with the following exceptions: 1) private property that is maintained by the City under the terms of a maintenance agreement; or 2) maintenance of Landmark Trees at the recommendation of the City Arborist. This fund shall be administered by the Community Development Department.

#### 12.16.170 Landmark Designation

- A. Establishment of Landmark Designation. Application for Landmark Designation. Any interested party may submit an application to the Community Development Department, requesting that the City Council establish by resolution a tree or group of trees as a Landmark Tree(s). Applications shall be made on a form supplied by the City and be subject to an application fee pursuant to the adopted fee schedule. The City Council may also, on its own motion and without the payment of a fee, commence the process of designating a Landmark Tree. If the owner of the proposed Landmark Tree(s) is not the applicant, the Community Development Department shall notify, by first-class mail, the owner of the proposed Landmark Tree(s) thirty days before the hearing on the application, and the owner must provide written confirmation to the City that they support the application. Once an application has been submitted, and before City Council action, the proposed Landmark Tree shall have the same status as a Protected Tree under this Chapter.

Designation of Landmark Trees. In order to designate a tree as a Landmark Tree, the City Council shall find that the tree is in good health and is a significant community benefit because it possesses one or more of the following attributes:

1. Historical value.
2. Outstanding habitat value.
3. Unusual species.
4. Superior beauty.

Property Owner Notification. If the City Council designates a tree as a Landmark Tree, the City Clerk shall mail a copy of the resolution to the owner of the tree and direct the City Arborist to add the tree to the list of Landmark Trees.

- B. Maintenance of Landmark Trees. Upon the request of the property owner, the City Arborist may cause a Landmark Tree to be inspected by an Arborist. A report on the health of the tree(s) and recommended maintenance shall be prepared if determined to be necessary by the City Arborist. Copies of the report shall be provided to the owner of the Landmark Tree(s).
- C. Documenting Landmark Trees. The Community Development Department shall map the location of Landmark Trees.
- D. Declassification of Landmark Designation.
  1. Application to Remove Landmark Designation. The owner of a Landmark Tree may submit an application to the Community Development Department, requesting that the City Council declassify a tree or group of trees previously designated as a Landmark Tree(s). Applications shall be made on a form supplied by the City and shall be subject to an application fee pursuant to the adopted fee schedule. The City Council may also, on its own motion and without the payment of such a fee, commence the process of declassifying a Landmark Tree(s). Unless the owner of the Landmark Tree is the applicant, the Community Development Department shall notify the owner by first-class mail thirty days before the City Council meeting scheduled for the proposed action.
  2. Declassification of Landmark Trees. In order to remove the landmark designation of a tree(s), the City Council shall find that the tree(s) is no longer a significant community benefit because it meets one or more of the following factors:
    - a. The tree(s) has significantly deteriorated in health or appearance.
    - b. The tree(s) no longer has habitat value.
    - c. The tree(s) prevents reasonable use of the property.
  3. Property Owner Notification. If the City Council declassifies a tree or group of trees previously designated as a Landmark Tree(s), the City Clerk shall mail a copy of the resolution to the owner of the tree(s) and direct the City Arborist to remove the tree(s) from the list of Landmark Trees.

12.16.180 Maintenance

- A. Every property owner shall maintain:

1. Any Protected Tree located within the limits of their property in accordance with the requirements of this Chapter.
  2. Any Street Tree shall be pruned by the property owner in accordance with the requirements of this Chapter and shall maintain a minimum seven-foot vertical clearance over all public sidewalks, a minimum eight-foot vertical clearance over all public bicycle lanes, and a minimum 14.5-foot vertical clearance over all public streets.
- B. Nothing in this Chapter shall interfere with the application or enforcement of the requirements in Chapters 8.36 (Folsom Fire Code) and 8.37 (Abatement of Weeds, Refuse, and Abandoned Material) of the Folsom Municipal Code. In the event of a conflict with this Chapter, the requirements of Chapters 8.36 and 8.37 shall control; however, a Tree Removal Permit shall be required for the removal of Protected Trees. Permitted removal of Protected Trees shall be exempt from mitigation if the removal is either:
1. Part of a City-approved Fuel Modification Plan as set forth in Chapter 8.36; or
  2. The result of a Notice to Remove Weeds, Noxious Vegetation, Refuse and Other Obstructions issued by the Fire Chief in accordance with Chapter 8.37.

#### 12.16.190 Street Tree Planting

- A. Street Tree Planting. Each applicant for a building permit for new construction of residential or commercial structures on parcels without existing Street Trees, or for a parcel map, subdivision map or planned development permit which seeks, in whole or in part, the improvement of real property, shall be responsible for the planting of Street Trees, unless waived by the City Arborist due to physical site constraints of the parcel. The species of trees to be planted shall be in accordance with the Master Tree List. As part of the application process, the City Arborist shall review and approve the species and size of the tree to be planted, the location of the planting and the stage of the development at which the tree is to be planted. There shall be at least one Street Tree for each single-family and two-family lot, except for corner lots, for which two trees shall be planted. For Street Trees for multi-family, mixed-use, commercial and industrial parcels, there shall be at least:
- a. One large-size tree species from the City's Master Tree List planted on center every forty feet of street frontage; or
  - b. One medium-size tree species from the City's Master Tree List planted on center for every 30 feet of street frontage; or
  - c. One small-size tree species from the City's Master Tree List planted on center for every 20 feet of street frontage; or
  - d. If the City Arborist confirms that the planting of Street Trees is not feasible then payment of an in-lieu fee by the applicant will be required based on the number of Street Trees that would have been required given the linear feet of street frontage of the project.
- B. Responsibility. The cost of the tree stock, the planting thereof and the maintenance of the tree pending occupancy of the property shall be the responsibility of the applicant. Unless

the applicant can demonstrate to the satisfaction of the Community Development Department that adequate provision has been made for the planting and initial maintenance of the Street Trees, the applicant shall be required to furnish security which, at the option of and subject to the approval of the Director, shall be in the form of those alternatives authorized under Government Code Section 66499 et seq. Adequate provision may take the form of covenants, conditions and restrictions (CC&Rs) that require the planting and maintenance of Street Trees and that, in the opinion of the City Attorney, are enforceable by property owners or an association of owners created by such CC&Rs.

12.16.200 Parking Lot Shading Tree Planting

- A. Planting in Parking Lot. Each applicant for a building permit for new construction of a commercial structure(s) with surface parking on a parcel without Parking Lot Shading Trees, or for a parcel map, subdivision map or planned development permit which seeks, in whole or in part, the improvement of real property, shall be responsible for the planting of Parking Lot Shading Trees in accordance with the requirements of the Zoning Code. The species of trees to be planted shall be in accordance with the Master Tree List. As part of the application process, the City Arborist shall review and approve the species and size of the trees to be planted, the location within the parking lot where the trees are to be planted, the monitoring and maintenance period, and the total number of trees necessary to meet the requirements of the Zoning Code.
  
- B. Responsibility. The cost of the tree stock, the planting thereof and the maintenance of the tree pending occupancy of the property shall be the responsibility of the applicant. Unless the applicant can demonstrate to the satisfaction of the Community Development Department that adequate provision has been made for the planting and initial maintenance of the Parking Lot Trees, the applicant shall be required to furnish security which, at the option of and subject to the approval of the Director, shall be in the form of those alternatives authorized under Government Code Section 66499 et seq. Adequate provision may take the form of covenants, conditions and restrictions (CC&Rs) that require the planting and maintenance of Parking Lot Shading Trees and that, in the opinion of the City Attorney, are enforceable by property owners or an association of owners created by such CC&Rs.

12.16.210 Solar Shade Control Act Exemption

The City is exempt from the provisions of the Solar Shade Control Act, Chapter 12 (commencing with Section 25980) of Division 15 of the California Public Resources Code.

12.16.220 Violations, Enforcement, and Penalties

- A. Violations
  - 1. A violation of this Chapter shall be an administrative violation as defined in Section 1.08.020. In addition to enforcement by any procedure set forth in Chapters 1.08 through 1.10, any violation of this Chapter shall be punishable as a misdemeanor, which shall be punishable by a fine not to exceed one thousand

dollars, or by imprisonment in the County jail for not more than six months, or by both fine and imprisonment.

- 2. Each of the sanctions for administrative violations identified in Section 1.09.013 shall be available to redress violation of the provisions of this Chapter.
- 3. In addition to the criminal penalty set forth in subsection A of this section, based upon the criteria for the imposition of administrative sanctions set forth in Section 1.09.014, a violation of a provision of this Chapter shall be deemed a Level E violation, as that term is described in Section 1.09.012.
- 4. Notwithstanding the maximum fee level identified in Section 1.09.012(A), the monetary sanction for the removal of a Protected Tree or damage resulting in a critical impact to a Protected Tree, as determined by the City Arborist, shall be in an amount at least two times what would have been charged as an in-lieu fee under Section 12.16.150(B)(2) of this Chapter.

B. Enforcement

- 1. This Chapter shall be enforced pursuant to the provisions of Chapters 1.08 through 1.10 of the Folsom Municipal Code.

C. Enforcement Procedures—Notice to Correct

- 1. Prior to the assessment of any monetary sanction or the commencement of any other enforcement action pursuant to this Chapter, the Director shall follow the procedures set forth in Chapter 1.09 of the Folsom Municipal Code.

**SECTION 3 SEVERABILITY**

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

**SECTION 4 EFFECTIVE DATE**

This ordinance shall become effective April 1, 2020, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City of Folsom.

This ordinance was introduced at the regular meeting of the City Council for the first reading on January 14, 2020, and the second reading occurred at the regular meeting of the City Council of January 28, 2020.

On a motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this day of January 28, 2020 by the following vote, to wit.

AYES: Council Member(s):

Ordinance No. 1299

Page 26 of 27



NOES: Council Member(s):

ABSTAIN: Council Member(s):

ABSENT: Council Member(s):

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Sarah Aquino, MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

## **Attachment 2**

**Excerpts from the Public Hearing Draft Tree Preservation Ordinance dated December 30, 2019 with track changes showing edits to the October 2019 Public Review Draft Tree Preservation Ordinance**

**Root System.** This The configuration of the underground tentacles parts or appendages is one of its important elements of a tree, providing several vital functions including anchoring and providing water and nutrients to the tree. Roots store nutrients for the tree during the winter and transport water and minerals during the active part of the growing season. Roots also provide an anchor to the tree, keeping it from toppling during extreme weather conditions.

**Routine Maintenance.** Includes the following activities: Minor Pruning; dead wood-branch removal; irrigation; mulch application; mowing or trimming grass or other ground cover close to a tree; application of fertilizer, insecticides, or herbicides in accordance with their label; or any other similar activities that promote the life, growth, or health of trees. Any procedure, technique, or practice that is expressly prohibited considered unacceptable or prohibited under the ANSI A300 standards City's Tree Care and Maintenance Standards or by this Chapter is not Routine Maintenance.

**Street Tree.** A tree of an approved species in accordance with the Folsom Master Tree List located within 12.5' of a street or sidewalk, measured from the back of the curb or back of the sidewalk sidewalk or back of curb if no sidewalk exists. Street Trees can be either privately or publicly owned.

**Subject Property.** The property, or properties, for which a permit request has been filed.

**Terminal Leader.** This is the vertical stem(s) at the top of the trunk of a tree.

**Tree Care and Maintenance Standards.** Standards required by the City for the care and maintenance of Protected Trees based on the ANSI 300 Standards, the ISA Best Management Practices, and any other relevant standards as determined by the City Arborist, and as amended by the City from time to time.

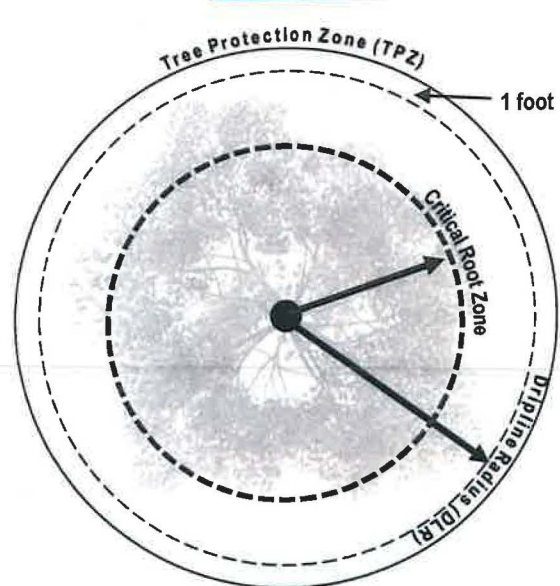
**Tree Crown.** This is the top part of the tree, which features branches, foliage, flowers, and seeds that grow out from the main trunk and support the various leaves used for photosynthesis.

**Tree Permit.** A permit issued by the City of Folsom covering any Regulated Activity affecting a Protected Tree, which may be a Tree Work Permit or a Tree Removal Permit or both.

**Tree Protection and Mitigation Plan.** A report and/or plan submitted for review and approval before the start of any Regulated Activity.

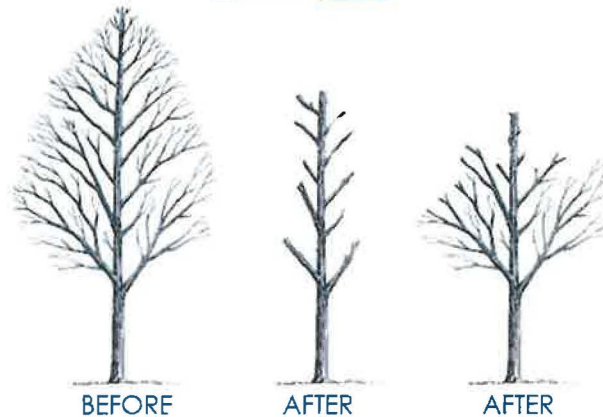
**Tree Protection Zone (TPZ).** The circumference of the outermost edge of a tree's Critical Root Zone or Dripline Radius, whichever is greater, plus one foot. When depicted on a map, the Tree Protection Zone will appear as a perfect circle, or group of overlapping circles for multiple trees. Refer to Figure 12.16-8.

Figure 12.16-8



**Topping.** A type of pruning that is not Routine Maintenance and involves the removal of tops of trees, large branches or trunks from tops of trees, leaving large stubs or lateral branches that are too small to assume the role of a Terminal Leader. [Refer to Figure 12.16-9.](#)

**Figure 12.16-9**



**Urban Forest.** A forest, or collection of trees, or the total of all trees on public and private properties that grow [within the City's urban boundary boundaries.](#)

**Zoning Code.** Title 17 of the Folsom Municipal Code.

### 12.16.030 Applicability

The provisions of this Chapter shall apply to all Regulated Activities affecting Protected Trees, excluding those activities undertaken by the City. Trees that are not Protected Trees are not subject to the provisions of this Chapter. When a tree qualifies as more than one type of Protected Tree, the more stringent requirements apply.

### 12.16.040 Prohibited Activities

The following activities shall be prohibited with respect to Protected Trees:

- A. Topping.
- B. Attaching [structures \(such as birdhouses, tree houses, or ladder steps for climbing into a tree\) anything](#) using nails, screws, and/or spikes [except for the attachment of tags by an Arborist for purposes of tree identification.](#)
- C. Wounding or breaking tree trunks or branches through contact with vehicles and heavy equipment.
- D. Wounding trunks with string weed trimmers, lawn mowers, and similar equipment.
- E. Causing injury by fire or excessive heat.
- F. Pruning activities not conducted in accordance with City's Tree Care and Maintenance Standards.
- G. The use of tree spikes or spurs while pruning.
- H. Any of the following activities within the Tree Protection Zone of any Protected Tree, unless specifically approved by the City and conducted in accordance with the standards of Section [12.16.140-130 \(Standard Conditions of Approval\)](#):
  1. [Placement or sStorage of large quantities of soil and/or mulch greater than six inches in depth.](#)

2. Excavation and trenching.
3. Changing soil grade by cutting or filling.
4. Grading, tearing, and/or grubbing.
5. Compacting soil with equipment, vehicles, material storage, and/or foot traffic.
- ~~6. Washing out equipment (especially paint, stucco and concrete) and vehicle maintenance.~~
- ~~7.6.~~ Installing impervious surfaces, including but not limited to parking lots, driveways, and walkways.
- ~~8. Storing or placing construction materials or construction debris and waste.~~
- ~~9. Accumulation of water from construction-related activities.~~
- I. Contamination of soil by ~~w~~Washing out equipment (especially paint, stucco and concrete) and vehicle maintenance within the Tree Protection Zone.
- J. Contamination or compaction of soil by ~~s~~storing or placing construction materials or construction debris and waste within the Tree Protection Zone.
- K. Accumulation of water from construction-related-activities within the Tree Protection Zone.
- ~~L.~~ Cutting down, destroying, effectively destroying through damaging, removing, or moving any Protected Tree without a Tree Work Permit or a Tree Removal Permit at any time unless specifically exempted by this Chapter.

### 12.16.050 Permit Required

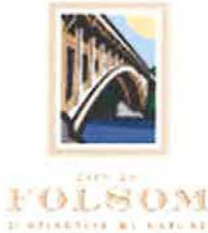
- A. **Tree Work Permit Required.** A Tree Work Permit is required for any Regulated Activities undertaken with respect to a Protected Tree, except where specifically exempted by subsection "C" below:
- B. **Tree Removal Permit Required.** A Tree Removal Permit is required before removal of any Protected Tree, except where specifically exempted by subsection "C" below.
- C. **Exemptions.** The following activities with respect to Protected Tree are specifically exempted from the requirements for obtaining a Tree Work Permit or a Tree Removal Permit.
  1. Resurfacing, repaving, or concrete replacement of existing paved areas within the Tree Protection Zone, if conducted under the supervision of an Arborist to guarantee appropriate measures are taken to ensure tree survival.
  2. Parking or operation of motor vehicles within the Tree Protection Zone on existing paved areas.
  3. Placement or storage of equipment or construction material within the Tree Protection Zone on existing paved areas.
  4. ~~Maintenance~~ Proper planting and maintenance of under-canopy landscaping in accordance with the City's Tree Care and Maintenance Standards.
  5. Routine maintenance of Protected Trees.
  6. Emergency work involving the removal of limbs or trees damaged by sudden or extreme weather, chance occurrence, or unavoidable accident beyond the reasonable control of the property owner provided that the tree replacement requirements are met.
  7. Removal of a Protected Tree that is dead or dying as determined by an Arborist and /or verified by the City Arborist provided that the property complies with the tree replacement requirements of the Zoning Code are met.

B. **Tree Protection Zone Work.** Tree Work Permits for Regulated Activities conducted within a Tree Protection Zone shall be subject to the following standard conditions, in addition to any other condition imposed by the Approving Authority:

- 1. A Tree Protection and Mitigation Plan ~~shall~~ may be required by the Approving Authority ~~be prepared in accordance with Section 12.16.150.~~
- 2. All work shall be conducted and performed:
  - a. In accordance with the City’s Tree Care and Maintenance Standards.
  - b. In accordance with the approved Tree Work Permit and, if required, the Tree Protection and Mitigation Plan ~~and the Tree Work Permit.~~
  - c. By or under the supervision of an Arborist unless this requirement is waived by the Approving Authority.
- 3. For construction activities, each Protected Tree or group of Protected Trees to be preserved shall be enclosed with high visibility fencing prior to the commencement of any Regulated Activity.
- 4. Signs shall be posted on all sides of fences surrounding each Protected Tree or Trees stating that enclosed tree(s) are to be preserved. The signs shall state the penalty for damage to, or removal of, the Protected Tree. The size and number of posted signs required for the site shall be determined by the Approving Authority.
- 5. Any approved Tree Protection and Mitigation Plan must be submitted as part of the application and plan set submittal for the Regulated Activity such as applications and plans for a grading permit, building permit, landscape permit, etc.
- ~~3-6.~~ An Arborist or their authorized representative shall be present on-site during all permit activities in order to monitor compliance with the permit, the permit conditions, and this Chapter to the satisfaction of the Approving Authority.
- ~~4-7.~~ A Certificate of Compliance shall be submitted by an Arborist to the Approving Authority as follows:
  - a. Once all permit activities are complete – to confirm compliance with the Tree Protection and Mitigation Plan.
  - b. Once the ~~monitoring~~ Monitoring period ~~Period~~ specified in the Tree Protection and Mitigation Plan has closed – to confirm that the Protected Trees are in good health and remain viable.

C. **Tree Removal.** A Tree Removal Permit for removal of a Protected Tree shall be subject to the following standard conditions, in addition to any other condition imposed by the Approving Authority:

- 1. A Tree Protection and Mitigation Plan ~~shall~~ may be required by the Approving Authority ~~be prepared in accordance with Section 12.16.150.~~
- ~~2.~~ An Arborist shall be present on site during constructional permit activities in order to monitor compliance with the permit, the permit conditions, and this Chapter.
- ~~3-2.~~ A Certificate of Compliance ~~shall~~ may be submitted ~~required~~ by an Arborist to the Approving Authority as follows:
  - a. Once replacement planting is complete – to confirm that the replacement tree(s) have been planted in accordance with the submitted Tree Protection and Mitigation Plan and any other applicable conditions of approval.



# Folsom City Council Staff Report



<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10379 - A Resolution Authorizing the City Manager to Execute a Contract Between the United States and City of Folsom Providing for Project Water Service and Facilities Repayment
<b>FROM:</b>	Environmental and Water Resources Department

### **RECOMMENDATION / CITY COUNCIL ACTION**

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10379 - A Resolution Authorizing the City Manager to Execute a Contract Between the United States and City of Folsom Providing for Project Water Service and Facilities Repayment

### **BACKGROUND / ISSUE**

In April 1999, pursuant to Federal Reclamation Law, the federal government (United States) and the Sacramento County Water Agency (SCWA) entered into Contract No 6-07-20-W1372 where the United States agreed to furnish up to 22,000 acre-feet (AF) of Central Valley Project (CVP) water annually to SCWA. Article 34 of that agreement allowed SCWA to enter into a sub-contract for the resale of water, up to 7,000 AF annually, to the City of Folsom.

In April 2000, the City entered into the aforementioned sub-contract agreement with the SCWA for 7,000 AF of CVP water annually for use within the “Contract Service Area”, also identified as the City’s East Area. In October 2016, through Resolution No. 9844, City Council approved the following:

1. An agreement assigning Central Valley Project water from the United States Bureau of Reclamation to the City of Folsom
2. Termination of the existing sub-contract agreement to procure Central Valley Project water from the Sacramento County Water Agency

Each of these actions resulted in the City having a direct contract with Reclamation. The assignment of water from Reclamation to the City improved the annual reporting and accounting between the City and Reclamation. Furthermore, the assignment of CVP water supplies from Reclamation directly to the City will simplify the dry-year allocation process under Reclamation's Municipal and Industrial Water Shortage Policy moving forward between the City and Reclamation.

In December 2016, Congress passed the Water Infrastructure Improvements for the Nation (WIIN) Act, which is comprehensive legislation relating to federal water infrastructure. More specifically, the WIIN Act includes Section 4011 of Subtitle J that addresses California Water and the conversion and prepayment of current water service contracts into repayment contracts. For the City, this allows for the following:

- The City would not have to renew its CVP water service contract at any time in the future
- The City would pay off its unpaid construction costs, which is approximately \$200,000 and avoid annual interest costs associated with this unpaid balance
- The City would not likely have to develop future water needs assessments for the use of the 7,000 AF of CVP water

### **POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, agreements costing \$62,014 or greater shall be approved by the City Council.

### **ANALYSIS**

In December 2016, Congress passed the Water Infrastructure Improvements for the Nation (WIIN) Act, which is comprehensive legislation relating to federal water infrastructure. More specifically, the WIIN Act includes Section 4011 of Subtitle J that addresses California Water and the conversion and prepayment of current water service contracts into repayment contracts. For the City, this allows for the following:

- The City would not have to renew its CVP water service contract at any time in the future
- The City would pay off its unpaid construction costs, which is approximately \$200,000
- The City would not likely have to develop future water needs assessments for the use of the 7,000 AF of CVP water

As required by the WIIN Act, the City submitted a letter to the Bureau of Reclamation in May 2018 requesting that Reclamation initiate a review of the City's financial obligations under its existing CVP water service contract and the potential obligations to convert this into a repayment contract. In August 2018, Reclamation confirmed receipt of the City's request and provided an estimate of unpaid construction costs owed by the City to Reclamation. Beginning in May 2019, Reclamation initiated the contract conversion process and began negotiations



with contractors throughout the CVP to convert their water service contracts to repayment contracts.

Upon completion of the negotiations at the CVP-wide level, in August 2019, Reclamation began working with CVP Contractors at the Division level. For the City, the negotiations continued with other American River Division Contractors and Reclamation's Central California Area Office. The negotiations covered topics such as addressing the removal of Reclamation Reform Act restrictions upon completion of the conversion to a repayment contract, and updates to the method of payment, the equal employment opportunity, and other language in the standard articles that Reclamation imposes in every water supply contract.

In December 2019, Reclamation announced the public release of the draft repayment contracts for the American River Division, including the City of Folsom's contract, for a 60-day public comment period. As shown in the attached draft, the City's proposed Repayment Contract reflects the same terms and basic elements of the existing water service contract assignment, including the amount of CVP water to be supplied, the shortage provisions of Reclamation's Municipal and Industrial Shortage Policy for dry or drought conditions, the requirements related to water reporting and scheduling, and the terms for payment for water delivered to the City. The substantive provisions of the repayment contract are the same as exist for the City in its assignment of the SCWA contract because the WIIN Act directed Reclamation to convert the contracts without changing the substantive terms.

The proposed Repayment Contract provides a more favorable contract term (permanent as opposed to term of years) and it provides the same quantity and access to CVP water from Folsom Reservoir.

The Environmental and Water Resources Department recommends the City Council pass and adopt a Resolution authorizing the City Manager to execute the contract between the United States and City of Folsom providing for project water service and facilities repayment. As noted above, this contract will not change the requirements or responsibilities of the City or Reclamation for CVP water service, nor will it change the amount of CVP water available to the City.

The attached proposed Resolution recognizes that non-substantive corrections may occur from the time City Council takes action and the presentation of the proposed Repayment Contract for execution by the City of Folsom. The attached proposed Resolution allows for execution of the draft Repayment Contract, if, in the opinion of the City Attorney, any subsequent changes were only technical and did not change the substantive terms of the contract, such as changes of a technical or clerical nature.

**FINANCIAL IMPACT**

Funds have been budgeted and are available in the Water Operating Fund (Fund 520) for the payment of unpaid construction costs. These costs, which will be calculated by the Bureau of Reclamation upon execution of the agreement and based on estimates provided by Reclamation

in December 2019, should not exceed \$200,000. Staff is requesting authorization for a not to exceed amount of \$200,000. Execution of the Repayment Contract would result in future cost savings in that the City would not have to incur the environmental review and other expenses associated with future renewals of its Long-Term Water Service Contract

**ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. CEQA defines "project" to include only those activities that involve a direct or reasonably foreseeable indirect physical impact on the environment. Pub. Res. Code § 21065. An activity that does not satisfy this threshold criterion is not subject to CEQA and the agency can properly make a finding that the activity is exempt from CEQA. CEQA Guidelines § 15060(c). Organizational and financial activities do not constitute a project subject to CEQA review absent evidence the activities will trigger a change in the existing physical environment. Furthermore, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The proposed execution of the Repayment Contract for water service with the U.S. Bureau of Reclamation meets the above criteria and is not subject to CEQA. The proposed action is the conversion of contracts from long-term water service contracts to permanent contracts. No changes in the operations of the project or the delivery of water will be triggered by the proposed action. This is merely a legal and financial transaction that will not cause any physical impact on the environment. A Notice of Exemption has been prepared to that effect, and no additional environmental review is required.

**ATTACHMENTS**

1. Resolution No. 10379 - A Resolution Authorizing the City Manager to Execute a Contract Between the United States and City of Folsom Providing for Project Water Service and Facilities Repayment
2. Contract Between the United States and City of Folsom Providing for Project Water Service and Facilitates Repayment.

Submitted,

  
 \_\_\_\_\_  
 Marcus Yasutake, Director  
 ENVIRONMENTAL & WATER RESOURCES DEPARTMENT

ATTACHMENT 1

**RESOLUTION NO. 10379**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE UNITED STATES AND CITY OF FOLSOM PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT**

**WHEREAS**, the City currently has a water service contract with the United States Bureau of Reclamation for Central Valley Project water; and

**WHEREAS**, the existing CVP water service contract will expire on April 8, 2024; and

**WHEREAS**, the proposed repayment contract will not have an expiration date; and

**WHEREAS**, by converting the water service contract to a permanent repayment contract, the City will avoid future costs that would otherwise be incurred to renew the water service contract, such as legal and environmental review costs; and

**WHEREAS**, the City’s unpaid construction costs of the Central Valley Project owed to the Bureau of Reclamation are slightly less than \$200,000; and

**WHEREAS**, the Bureau of Reclamation will provide the final costs owed by the City upon the execution of this agreement; and

**WHEREAS**, sufficient funds are available in the Water Operating Fund (Fund 520) for an amount not to exceed \$200,000; and

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

**WHEREAS**, the City's conversion from a water service contract to a Repayment Contract does not increase the amount of water the City receives, nor does it change any water project operations or deliveries. This is merely a legal and financial transaction that will not cause any physical impact on the environment. Consequently, approval of this Repayment Contract does not trigger environmental review under the California Environmental Quality Act;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute a contract between the United States and City of Folsom providing for project water service and facilities repayment; and,

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Council of the City of Folsom that non-substantive corrections may occur after the time City Council takes action on this item and before presentation of the proposed Repayment Contract for execution by the United States and that, if in the opinion of the City Attorney, any subsequent changes did not change substantive terms of the contract, such as changes of a technical or clerical nature, the City Manager may make and approve such edits without further City Council action being required.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of January 2020, by the following roll-call vote:

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

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Sarah Aquino, MAYOR

ATTEST:

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Christa Freemantle, CITY CLERK

**ATTACHMENT 2**

- CCAO 11-15-2019
- CCAO 11-19-2019
- CCAO 12-02-2019
- CCAO 12-11-2019
- CCAO 12-16-2019
- CCAO 01-09-2020

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 American River Division, Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES  
AND  
CITY OF FOLSOM  
PROVIDING FOR PROJECT WATER SERVICE  
AND FACILITIES REPAYMENT

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- Exhibit A - Rates and Charges
- Exhibit B - Map of Contractor’s Service Area
- Exhibit C – Existing Capital Obligation



1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 American River Division, Central Valley Project, California  
5

6 CONTRACT BETWEEN THE UNITED STATES  
7 AND  
8 CITY OF FOLSOM  
9 PROVIDING FOR PROJECT WATER SERVICE  
10 AND FACILITIES REPAYMENT

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, in pursuance  
11 generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto,  
12 including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and supplemented;  
13 August 4, 1939 (53 Stat. 1187), as amended and supplemented; June 21, 1963 (77 Stat. 68); October 12,  
14 1982 (96 Stat. 1262), as amended; November 5, 1990 (104 Stat. 2074), Title XXXIV of the Act of  
15 October 30, 1992 (106 Stat. 4706), and the Water Infrastructure Improvements for the Nation Act  
16 (Public Law 114-322, 130 Stat. 1628), Section 4011 (a-d) and (f) (“WIIN Act”), all collectively  
17 hereinafter referred to as the Federal Reclamation law, between THE UNITED STATES OF  
18 AMERICA, hereinafter referred to as the United States, represented by the officer executing this  
19 Contract, hereinafter referred to as the Contracting Officer, and the CITY OF FOLSOM, hereinafter  
20 referred to as the Contractor, a public agency of the State of California, duly organized, existing, and  
21 acting pursuant to the laws thereof, with its principal place of business in Folsom, California;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 [1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central Valley  
25 Project, California, for diversion, storage, carriage, and distribution of waters of the Sacramento,  
26 American, Trinity, and San Joaquin Rivers and their tributaries for flood control, irrigation, municipal,

27 domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution  
28 of electric energy, salinity control, navigation and other beneficial uses; and

29 [2<sup>nd</sup>] WHEREAS, the United States constructed Folsom Dam and Reservoir and appurtenant  
30 facilities, hereinafter collectively referred to as the Project facilities, which will be used in part for the  
31 furnishing of water to the Contractor pursuant to the terms of this Contract; and

32 [3<sup>rd</sup>] WHEREAS, Section 206(b) of P. L. 101-514 (104 Stat. 2074) authorized and directed the  
33 Secretary of the Interior to enter into a municipal and industrial (M&I) water supply contract with  
34 Sacramento County Water Agency, not to exceed a total amount of 22,000 acre-feet annually, to meet  
35 the immediate needs of Sacramento County, and as the first phase of a contracting program to meet the  
36 long-term water supply needs of Sacramento County; and

37 [3.1] WHEREAS, Section 206(b) of P. L. 101-514 provides that annual quantities delivered  
38 under that contract will be determined by the Contracting Officer based upon the quantity of water  
39 actually needed in the Sacramento County Water Agency service area, after considering factors  
40 specified in the statute; and

41 [3.2] WHEREAS, Section 203 of P. L. 108-137 subsequently deleted the requirement imposed  
42 by Section 206(b) of P. L. 101-514, and eliminated the need for the Contracting Officer to determine the  
43 water needs in the Sacramento County Water Agency service area and quantities of water to be  
44 delivered on an annual basis; and

45 [4<sup>th</sup>] WHEREAS, Section 206(b) of P.L. 101-514 specified that the contracts entered into  
46 pursuant to that section were exempt from the general prohibition on new Central Valley Project  
47 contracts contained in Section 3404 of the Central Valley Project Improvement Act (CVPIA); and

48 [5<sup>th</sup>] WHEREAS, Sacramento County Water Agency requested that the United States enter  
49 into a contract for water service from the Central Valley Project pursuant to Section 206(b) of P.L. 101-  
50 514, Federal Reclamation law and the laws of the State of California, and on April 8, 1999, Sacramento  
51 County Water Agency and the United States did enter into Contract No. 6-07-20-W1372 (the "Master  
52 Contract"); and

53 [6<sup>th</sup>] WHEREAS, Pursuant to the Master Contract, the United States agreed to furnish up to  
54 22,000 acre-feet of water annually from Project facilities to Sacramento County Water Agency, subject  
55 to the terms and conditions of the Master Contract; and

56 [7<sup>th</sup>] WHEREAS, The Contractor is a municipality within the boundaries of Sacramento  
57 County Water Agency; and

58 [8<sup>th</sup>] WHEREAS, investigations indicated that there was a need for water in the amount of  
59 7,000 acre-feet annually for municipal and industrial use by the Contractor within the Contractor's  
60 Service Area as described in the Master Contract; and

61 [9<sup>th</sup>] WHEREAS, Sacramento County Water Agency requested authorization under the Master  
62 Contract to enter into a subcontract with the City of Folsom for the resale and distribution of up to 7,000  
63 acre-feet of Project Water made available under the Master Contract to be diverted at Folsom Reservoir  
64 for delivery to the Contractor's water treatment plant for use within the Master Contract Use Area; and

65 [10<sup>th</sup>] WHEREAS, The Contracting Officer, as that term is defined in the Master Contract, gave  
66 consent to and approval of the form, terms and conditions of the Subcontract between Sacramento  
67 County Water Agency and the Contractor;

68 [11<sup>th</sup>] WHEREAS, with the approval of the Contracting Officer, Sacramento County Water  
69 Agency later agreed to assign a portion of the Master Contract to the Contractor and to terminate the

70 P. L. 101-514 Project Subcontract effective upon the partial assignment of the Master Contract, and the  
71 partial assignment Contract No. 6-07-20-W1372B is referred to herein as the Existing Contract; and

72 [12<sup>th</sup>] WHEREAS, the Contracting Officer has determined that the Contractor has the capability  
73 to fully utilize for reasonable and beneficial use, or shown projected future reasonable and beneficial use  
74 for, the quantity of Project Water to be made available to it pursuant to this Contract; and

75 [13<sup>th</sup>] WHEREAS, on December 16, 2016, the 114th Congress of the United States of America  
76 enacted the WIIN Act; and

77 [14<sup>th</sup>] WHEREAS, WIIN Act, Section 4011(a)(1) provides that “upon request of the contractor,  
78 the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of  
79 this subtitle and between the United States and a water users’ association [Contractor] to allow for  
80 prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and  
81 conditions.”; and

82 [15<sup>th</sup>] WHEREAS, WIIN Act, Section 4011(a)(1) further provides that “the manner of  
83 conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into  
84 under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall be  
85 converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B) Water service  
86 contracts that were entered under subsection (c)(2) of section 9 of the Act of August 4, 1939 (53 Stat.  
87 1194), to be converted under this section shall be converted to a contract under subsection (c)(1) of  
88 section 9 of that Act (53 Stat. 1195).”; and

89 [16<sup>th</sup>] WHEREAS, WIIN Act, Section 4011(a)(4)(C) further provides all contracts entered into  
90 pursuant to WIIN Act, Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment,  
91 exchange and transfer contractual rights between the water users’ association [Contractor], and the

92 Bureau of Reclamation, or any rights, obligations, or relationships of the water users' association  
93 [Contractor] and their landowners as provided under State law.”; and

94 [17<sup>th</sup>] WHEREAS, WIIN Act, Section 4011(d)(3) and (4) provides that “implementation of the  
95 provisions of this subtitle shall not alter...(3) the priority of a water service or repayment contractor to  
96 receive water; or (4) except as expressly provided in this section, any obligations under the reclamation  
97 law, including the continuation of Restoration Fund charges pursuant to section 3407(d) (Public Law  
98 102-575), of the water service and repayment contractors making prepayments pursuant to this section.”;  
99 and

100 [18<sup>th</sup>] WHEREAS, upon the request of the Contractor, the WIIN Act directs the Secretary to  
101 convert municipal and industrial (M&I) water service contracts into repayment contracts, amend  
102 existing repayment contracts, and allow contractors to prepay their construction cost obligations  
103 pursuant to applicable Federal Reclamation law; and

104 [19<sup>th</sup>] WHEREAS, the Contractor requested that its Existing Contract be converted under the  
105 WIIN Act, and the United States and the Contractor have agreed to convert the Existing Contract into  
106 this repayment contract, consistent with the Federal Reclamation law; and

107 [20<sup>th</sup>] WHEREAS, consistent with the WIIN Act, in entering into this Contract, the parties do  
108 not intend to change or delete any terms or provisions of the Existing Contract except as expressly set  
109 forth in this Contract; and

110 [21<sup>st</sup>] WHEREAS, the United States has determined that the Contractor has fulfilled all of its  
111 obligations under the Existing Contract; and

112 [22<sup>nd</sup>] WHEREAS, the United States and the Contractor agree that this Contract complies with  
113 WIIN Act, Section 4011.

114 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained,  
115 it is hereby mutually agreed by the parties hereto as follows:

116 DEFINITIONS

117 1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with  
118 the intent hereof, the term:

119 (a) "Calendar Year" shall mean the period January 1 through December 31, both  
120 dates inclusive;

121 (b) "Charges" shall mean the payments required by Federal Reclamation Law in  
122 addition to the Rates and Tiered Pricing Component specified in this Contract as determined annually by  
123 the Contracting Officer pursuant to this Contract.;

124 (c) "Contract Use Area" shall mean the area to which the Contractor is permitted,  
125 subject to Article 5(c), to provide Project Water obtained under this Contract. As of the date of this  
126 Contract, the Contract Use Area is the "City of Folsom." The Contract Use Area may be revised by the  
127 Contractor without amending this Contract if such revisions are approved in writing by the Contracting  
128 Officer.

129 (d) "Contractor's Service Area" shall mean all areas or locations within the Contract  
130 Use Area that receive surface water service or commingled ground water and surface water service from  
131 the Contractor. For the purposes of subdivisions (b)(1) and (b)(2) of Article 3, the Contractor's Service  
132 Area shall include any area or location at which the Contractor intends to provide surface water service  
133 or commingled ground water and surface water service in a Year for which a determination under  
134 subdivisions (b)(1) or (b)(2) of Article 3 is made.

135 (e) "CVPIA" shall mean the Central Valley Project Improvement Act, Title XXXIV  
136 of the Act of October 30, 1992 (106 Stat. 4706);

137 (f) Omitted;

138 (g) "Delivered Water" shall mean Project Water made available to the Contractor and  
139 diverted at the point(s) of delivery approved by the Contracting Officer;

140 (h) "Irrigation Water" shall mean the use of Project Water to irrigate land primarily  
141 for the production of commercial agricultural crops or livestock, and domestic and other uses that are  
142 incidental thereto;

143  
144 (i) "M&I Water" ("M&I Water") shall mean the use of Project Water for municipal,  
145 industrial and miscellaneous other purposes not falling under the definition of Irrigation Water or within  
146 another category of water use under an applicable Federal authority.

147  
148 Water uses established before [effective date of Contract] and known to the Contracting  
149 Officer and the Contractor are deemed to be authorized uses of M&I Water;;

150 (j) "M&I Full Cost Rate" shall mean the annual rate, which as determined by the  
151 Secretary, shall amortize the expenditures for construction allocable to Project M&I facilities in service,  
152 including all operation and maintenance (O&M), O&M deficits funded, less payments, over such  
153 periods as may be required under Federal Reclamation law or applicable contract provisions, with  
154 interest on both accruing from the dates such costs were first incurred plus the applicable rate for the  
155 O&M of such Project facilities;

156 (k) "O&M" shall mean normal and reasonable care, control, operation, repair,  
157 replacement, and maintenance of Project facilities;

158 (l) "Operating Non-Federal Entity" shall mean a Non-Federal entity which has the  
159 obligation to operate and maintain all or that portion of the American River Division facilities utilized  
160 for delivery of Project Water to the Contractor pursuant to an agreement with the United States;

161 (m) "Project" shall mean the Central Valley Project owned by the United States and  
162 operated by the Department of the Interior, Bureau of Reclamation;

163 (n) "Project Contractors" shall mean all parties who have contracts for water service  
164 for Project Water from the Project with the United States pursuant to Federal Reclamation law;

165 (o) "Project Water" shall mean all water that is developed, diverted, stored, or  
166 delivered by the United States in accordance with the statutes authorizing the Project and in accordance  
167 with the terms and conditions of applicable water rights' permits and licenses acquired by and/or issued  
168 to the United States pursuant to California law;

169 (p) "Rates" shall mean the payments determined annually by the Contracting Officer  
170 in accordance with the then current applicable water rate setting policies for the Project;

171 (q) "Secretary" or "Contracting Officer" shall mean the Secretary of the United States  
172 Department of the Interior or his duly authorized representative;

173 (r) Omitted.

174 (s) "Year" shall mean the period from and including March 1 of each Calendar Year  
175 through the last day of February of the following Calendar Year;

176 (t) "Additional Capital Obligation" shall mean construction costs or other capitalized  
177 costs incurred after [effective date of Contract] or not reflected in the Existing Capital Obligation as  
178 defined herein and in accordance with WIIN Act, Section 4011, subsection (a)(3)(B);

179 (u) "Existing Capital Obligation" shall mean the remaining amount of construction  
180 costs or other capitalized costs allocable to the Contractor as described in Section 4011, subsection  
181 (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or  
182 Municipal and Industrial Water Rates, respectively, dated Month/Day/Year [specify ratebook year for all



183 contractors.], as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has  
184 computed the Existing Capital Obligation and such amount is set forth in Exhibit C, which is  
185 incorporated herein by reference; and

186 (v) "Repayment Obligation" shall mean the amount due and payable to the United  
187 States, pursuant to Section 4011(a)(3)(A) of the WIIN Act; and

188 (w) "Condition of Shortage" shall mean a condition respecting the Project during any  
189 Year such that the Contracting Officer is unable to deliver sufficient water to meet this Contract Total;  
190 and

191 (x) "Contract Total" shall mean the maximum amount of water to which the  
192 Contractor is entitled under subdivision (a) of Article 3 of this Contract.

193 (y) "Tiered Pricing Component" shall be the incremental amount to be paid for each  
194 acre-foot of Water Delivered as described in Article 7 of this Contract;

195 TERM OF CONTRACT – RIGHT TO USE WATER

196 2. (a) This Contract shall be effective [effective date] and shall continue so long as the  
197 Contractor pays applicable Rates and Charges under this Contract, consistent with Section 9(d) or  
198 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law.

199 (1) Provided, That the Contracting Officer shall not seek to terminate this  
200 Contract for failure to fully or timely pay applicable Rates and Charges by the Contactor, unless the  
201 Contracting Officer has first provided at least sixty (60) calendar days written notice to the Contractor of  
202 such failure to pay and Contractor has failed to cure such failure to pay, or to diligently commence and  
203 maintain full curative payments satisfactory to the Contracting Officer within the sixty (60) calendar  
204 days' notice period;

205 (2) Provided further, That the Contracting Officer shall not seek to suspend  
206 making water available or declaring Water Made Available pursuant to this Contract for non-compliance  
207 by the Contractor with the terms of this Contract or Federal law, unless the Contracting Officer has first  
208 provided at least thirty (30) calendar days written notice to the Contractor and the Contractor has failed  
209 to cure such non-compliance, or to diligently commence curative actions satisfactory to the Contracting  
210 Officer for a non-compliance that cannot be fully cured within the thirty (30) calendar days' notice  
211 period. If the Contracting Officer has suspended making water available pursuant to this paragraph,  
212 upon cure of such noncompliance satisfactory to the Contracting Officer, the Contracting Officer shall  
213 resume making water available and declaring Water Made Available pursuant to this Contract;

214 (3) Provided further, That this Contract may be terminated at any time by  
215 mutual consent of the parties hereto.

216 (b) Upon complete payment of the Repayment Obligation by the Contractor, and  
217 notwithstanding any Additional Capital Obligation that may later be established, the acreage limitations,  
218 reporting, and the Full Cost pricing provisions of the Reclamation Reform Act of 1982 shall no longer  
219 be applicable to the Contractor pursuant to this Contract.

220 (c) Omitted.

221 (d) Notwithstanding any provision of this Contract, the Contractor reserves and shall  
222 have all rights and benefits, under the Act of June 21, 1963 (77.Stat. 68), to the extent allowed by law.

223 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

224 3. (a) Subject to the provisions set forth in Articles 3(b), 11, and 12 hereof, and  
225 consistent with applicable State water rights, permits, and licenses, the Contractor is entitled to, and the  
226 Contracting Officer shall be obligated to make available to the Contractor up to 7,000 acre-feet of

227 Project Water during any Year for municipal and industrial uses in the Contract Use Area. The quantity  
228 of Project Water delivered to the Contractor in accordance with subdivision (a) of this Article in any  
229 Year shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 hereof, and shall not  
230 exceed the quantity of Project Water the Contractor intends to put to reasonable beneficial use within the  
231 Contract Use Area, or sold, transferred, or exchanged, subject to Article 9, during any Year.

232 (b) (1) Notwithstanding the provisions of subdivision (a) of this Article, as  
233 provided in Section 206(b)(1) of P. L. 101-514, the Contracting Officer shall determine, and annual  
234 quantities of water delivered under this Contract shall be based upon, the quantity of water actually  
235 needed within the Contractor's Service Area, after considering reasonable efforts to: (i) promote full  
236 utilization of existing water entitlements within Sacramento County; (ii) implement water conservation  
237 and metering programs within the area served by the Contract; and (iii) implement programs to  
238 maximize to the extent feasible conjunctive use of surface water and ground water. The Contracting  
239 Officer has reviewed the Final Needs Assessment Pertaining to the Sacramento County Water Agency  
240 EIS/EIR for Water Supply Contracts under P. L. 101-514 Section 206 (Beak Consultants, Inc., January  
241 1995) (Needs Analysis) and based on that analysis agrees (after considering reasonable efforts to:  
242 promote full utilization of existing entitlements within Sacramento County; implement water  
243 conservation and metering programs within the area served by the Contract; and implement programs to  
244 maximize to the extent feasible the conjunctive use of surface water and ground water) that the quantity  
245 of water actually needed by the Contractor within the Contract Use Area exceeds 7,000 acre-feet per  
246 annum, although scheduled deliveries may be less than this amount until facilities are completed . The  
247 Contractor shall, on or before November 1 of each Year or such other date as the Contractor and  
248 Contracting Officer may agree, notify the Contracting Officer of the quantity of water the Contractor

249 believes will actually be needed in the Contractor's Service Area in the succeeding Year. Except as  
250 provided in subdivision (b)(2) of this Article, the notice shall be accompanied by an analysis sufficient  
251 to demonstrate the basis for the Contractor's notification. The Needs Analysis is sufficient to  
252 demonstrate the basis for notification with respect to at least 7,000 acre-feet of water. The Contracting  
253 Officer shall review the analysis provided by the Contractor based on any lawful M&I water needs  
254 criteria that are then being applied to all CVP M&I contracts. The Contracting Officer shall notify the  
255 Contractor in writing of the Contracting Officer's determination of the quantity of water actually needed  
256 within the Contractor's Service Area for the following Year. If the determination is that the quantity  
257 actually needed is less than the amount identified in the Contractor's notice, the notice of determination  
258 from the Contracting Officer shall explain in detail the basis for the Contracting Officer's determination.  
259 If the Contracting Officers written determination is not made within sixty (60) days after the receipt of  
260 the notice, the Contractor may schedule the quantity of water specified in the notice subject to the  
261 quantity of Project Water available pursuant to Articles 3(a), 4(a), 11, and 12.

262 (2) If the amount of water specified in the notice provided by the Contractor  
263 under subdivision (b)(1) of this Article is less than or equal to the amount determined by the Contracting  
264 Officer to have been actually needed for a Year prior to the Year for which the notice is submitted, the  
265 Contracting Officer's determination shall be deemed to equal the amount specified in the notice:  
266 Provided, That if within twenty (20) days of the receipt of the said notice, the Contracting Officer  
267 notifies the Contractor in writing that the Contracting Officer has determined that substantial changes in  
268 circumstances require the submittal of additional information by the Contractor and explains in detail the  
269 basis for such determination, the Contractor shall submit the additional information within thirty (30)  
270 days or other agreed period, and the procedures in subdivision (b)(1) of this Article apply.

271 (3) Omitted

272 (c) Contractor's compliance with Articles 6 and 23 shall be deemed conclusively to  
273 constitute reasonable efforts to implement metering and conservation programs, respectively, within the  
274 Contractor's Service Area.

275 (d) The Contractor shall utilize the Project Water made available to it pursuant to this  
276 Contract in accordance with all applicable requirements of any Biological Opinion addressing Project  
277 operations developed pursuant to Section 7 of the Endangered Species Act of 1973 as amended, and in  
278 accordance with environmental documentation as may be required for specific activities.

279 (e) The Contractor shall make reasonable and beneficial use of Project Water or other  
280 water furnished pursuant to this Contract. Use of Project Water in a ground-water recharge program  
281 shall be permitted under this Contract to the extent that it is recognized as a reasonable and beneficial  
282 use of water under California law and is otherwise carried out in accordance with California law.

283 (f) If the Contracting Officer determines that Project Water, or other water available  
284 to the Project, can be made available to the Contractor in addition to the quantity of Project Water made  
285 available to the Contractor pursuant to subdivision (a) of this Article, the Contracting Officer shall so  
286 notify the Contractor. If the Contractor requests the delivery of any quantity of such water, the  
287 Contracting Officer shall make such water available to the Contractor in accordance with applicable  
288 statutes, regulations, guidelines, and policies.

289 (g) If the Contractor requests permission to reschedule for use during the subsequent  
290 Year some or all of the Project Water made available to the Contractor during the current Year or to use,  
291 during the current Year, that quantity of Project Water the United States has agreed to make available to

292 the Contractor during the subsequent Year, the Contracting Officer may permit such uses in accordance  
293 with applicable statutes, regulations, guidelines, and policies.

294 (h) The Contractor's right pursuant to Federal Reclamation law and applicable State  
295 law to the beneficial use of water furnished pursuant to this Contract shall not be disturbed, and this  
296 Contract shall continue so long as the Contractor pays applicable Rates and Charges under this Contract  
297 consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195), and P.L. 101-514,  
298 as applicable, and applicable law. Nothing in the preceding sentence shall affect the Contracting  
299 Officer's ability to impose shortages under Article 11 and subdivision (b) of Article 12 of this Contract.

300 (i) Notwithstanding subdivision (a) of this Article, Project Water furnished to the  
301 Contractor pursuant to this Contract may be delivered for purposes other than for municipal and  
302 industrial purposes upon written approval by the Contracting Officer in accordance with the terms and  
303 conditions of such approval.

304 TIME FOR DELIVERY OF WATER

305 4. (a) On or about February 15, of each Calendar Year, the Contracting Officer shall  
306 declare the amount of Project Water estimated to be made available to the Contractor pursuant to this  
307 Contract for the upcoming Year. The declaration will be updated monthly, as necessary, based on  
308 current hydrologic conditions. The Contracting Officer shall make available the forecast of Project  
309 operations, with relevant supporting information, upon the written request of the Contractor or its  
310 representatives. Upon written request of the Contractor, the Contracting Officer shall provide the basis  
311 of the estimate, which shall include, but not be limited to, the projected carryover of Project reservoirs,  
312 projected CVPIA impacts, projected Endangered Species Act impacts, and all other regulatory impacts.

313 (b) On or before each March 1, the Contractor shall submit to the Contracting Officer  
314 and at such other times as necessary, a written schedule, satisfactory to the Contracting Officer, showing  
315 the times and the estimated quantities of Project Water to be delivered by the United States to the  
316 Contractor.

317 (c) Subject to the conditions set forth in subdivision (a) of Article 3, the United States  
318 shall deliver Project Water to the Contractor in accordance with the initial schedule submitted by the  
319 Contractor pursuant to subdivision (b) of this Article, or any revision(s) thereto submitted within a  
320 reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented.

321 POINT OF DELIVERY AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

322 5. (a) Project Water shall be made available to the Contractor, directly from Folsom  
323 Reservoir via the pipeline through Folsom Dam. The point of delivery will be the Folsom Valve Pit  
324 located at 38°42'09.43" N, 121°09'15.86" W, or other points of delivery requested in writing by the City  
325 and approved in writing by the Contracting Officer, without an amendment to this Contract.

326 (b) The Contracting Officer shall make all reasonable efforts to maintain sufficient  
327 flows to the authorized points of delivery to allow the Contractor to meet the demands of the  
328 Contractor's customers.

329 (c) Omitted

330 (d) Project Water delivered to the Contractor pursuant to this Contract, and other  
331 water to which the Contractor is entitled that is diverted at the same point of delivery, shall be measured  
332 and recorded with equipment furnished, installed, operated, and maintained by the Contractor at the  
333 point or points of delivery established pursuant to subdivision (a) of this Article. Provided, That if the  
334 Project Water delivered pursuant to this Contract is diverted at a location or in a manner so as to be

335 commingled with water diverted by any other entity, the point of measurement for Project Water  
336 delivered to the Contractor shall be a location at which Project Water diverted for Contractor's use can  
337 be measured separately from water diverted by any such entity or entities. Upon the request of the  
338 Contracting Officer or the responsible Operating Non-Federal Entity, the Contractor shall investigate the  
339 accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein.

340 (e) The Contractor shall advise the Contracting Officer on or before the tenth  
341 calendar day of each month of the daily quantities of Delivered Water taken during the preceding month  
342 measured and recorded in accordance with subdivision (d) of this Article.

343 (f) Neither the United States nor any Operating Non-Federal Entity shall be  
344 responsible for the control, carriage, handling, use, disposal, or distribution of Project Water made  
345 available to the Contractor pursuant to this Contract beyond the delivery points specified in subdivision  
346 (a) of this Article. The Contractor shall indemnify the United States its officers, employees, agents, and  
347 assigns on account of damage or claim of damage of any nature whatsoever for which there is legal  
348 responsibility, including property damage, personal injury, or death arising out of or connected with the  
349 control, carriage, handling, use, disposal, or distribution of such Project Water beyond such delivery  
350 points, except for any damage or claim arising out of acts performed by the United States or any of its  
351 officers, employees, agents, or assigns, including any responsible Operating Non-Federal Entity, with  
352 the intent of creating the situation resulting in any damage or claim; (ii) willful misconduct of the United  
353 States or any of its officers, employees, agents, or assigns, including any responsible Operating Non-  
354 Federal Entity; or (iii) negligence of the United States or any of its officers, employees, agents, or  
355 assigns, including any responsible Operating Non-Federal Entity.



356 MEASUREMENT OF WATER

357 6. (a) Within five (5) Years of the effective date of this Contract, the Contractor shall  
358 ensure that, unless the Contractor establishes an alternative measurement program satisfactory to the  
359 Contracting Officer, all surface water delivered for municipal and industrial purposes within the  
360 Contractor's Service Area is measured at each municipal and industrial service connection. All water  
361 measuring devices or water measuring methods of comparable effectiveness must be acceptable to the  
362 Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and  
363 repairing all such measuring devices and implementing all such water measuring methods at no cost to  
364 the United States. The Contractor shall use the information obtained from such water measuring devices  
365 or water measuring methods to ensure proper management of the water; to bill water users for water  
366 delivered by the Contractor; and, if applicable, to record water delivered for municipal and industrial  
367 purposes by customer class as defined in its water conservation plan. Nothing herein contained,  
368 however, shall preclude the Contractor from establishing and collecting any charges, assessments, or  
369 other revenues authorized by California law. The Contractor shall include a summary of its annual  
370 surface water deliveries in the annual report described in subdivision (c) of Article 23.

371 (b) To the extent the information has not otherwise been provided, upon execution of  
372 this Contract, the Contractor shall provide to the Contracting Officer a written report describing the  
373 measurement devices or water measuring methods used or to be used to implement subdivision (a) of  
374 this Article and identifying the municipal and industrial service connections or alternative measurement  
375 programs approved by the Contracting Officer, at which such measurement devices or water measuring  
376 methods are being used, and, if applicable, identifying the locations at which such devices and/or  
377 methods are not yet being used including a time schedule for implementation at such locations. The

378 Contracting Officer shall advise the Contractor in writing within ninety (90) days as to the adequacy of,  
379 and necessary modifications, if any, of the measuring devices or water measuring methods identified in  
380 the Contractor's report and if the Contracting Officer does not respond in such time, they shall be  
381 deemed adequate. Within six (6) months following the Contracting Officer's response, the parties shall  
382 negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring  
383 devices and/or measuring methods as required by the Contracting Officer to ensure compliance with  
384 subdivision (a) of this Article.

385 (c) All new surface water delivery systems installed within the Contractor's  
386 Service Area after the effective date of this Contract shall also comply with the measurement provisions  
387 described in subdivision (a) of this Article.

388 (d) The Contractor shall inform the Contracting Officer and the State of California in  
389 writing by April 30 of each Year of the monthly volume of surface water delivered within the  
390 Contractor's Service Area during the previous Year.

391 RATES, METHOD OF PAYMENT FOR WATER,  
392 AND ACCELERATED REPAYMENT OF FACILITIES  
393

394 7. (a) Notwithstanding the Contractor's full prepayment of the Repayment Obligation  
395 pursuant to Section 4011, subsection (a)(3)(A) of the WIIN Act, as set forth in Exhibit C, and any  
396 payments required pursuant to Section 4011, subsection (b) of the WIIN Act, to reflect the adjustment  
397 for the final cost allocation as described in this Article, subsection (b), the Contractor's Project  
398 construction and other cost obligations shall be determined in accordance with: (i) the Secretary's  
399 ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting  
400 policy for M&I Water, consistent with the WIIN Act, and such ratesetting policies shall be amended,

401 modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal  
402 Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of  
403 this Contract. Payments shall be made by cash transaction, electronic funds transfer, or any other  
404 mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates,  
405 Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are  
406 set forth in Exhibit "A," as may be revised annually.

407 (1) The Contractor shall pay the United States as provided for in this Article  
408 of this Contract for all Delivered Water at Rates, Charges and Tiered Pricing Component in accordance  
409 with policies for M&I Water. The Contractor's Rates shall be established to recover its estimated  
410 reimbursable costs included in the operation & maintenance component of the Rate and amounts  
411 established to recover deficits and other charges, if any, including construction costs as identified in the  
412 following subdivisions.

413 (2) In accordance with the WIIN Act, the Contractor's allocable share of  
414 Project construction costs will be repaid pursuant to the provisions of this Contract.

415 (A) The amount due and payable to the United States, pursuant to the  
416 WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the  
417 Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment as  
418 set forth in Exhibit C. The Repayment Obligation is due in lump sum within 60 days of the effective  
419 date of this Amendment as provided by the WIIN Act. Notwithstanding any Additional Capital  
420 Obligation that may later be established, receipt of the Contractor's payment of the Repayment  
421 Obligation to the United States shall fully and permanently satisfy the Existing Capital Obligation.

422 (B) Additional Capital Obligations that are not reflected in the  
423 schedules referenced in Exhibit C and are properly assignable to the Contractor shall be repaid as  
424 prescribed by the WIIN Act without interest except as required by law. Consistent with Federal  
425 Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital  
426 Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the Additional  
427 Capital Obligation assigned to the Contractor caused solely by annual adjustment of the Additional  
428 Capital Obligation assigned to each Project Contractor by the Secretary shall not be considered in  
429 determining the amounts to be paid pursuant to this subdivision (a)(2)(B), however, such increases or  
430 decreases will be considered under subdivision (b) of this Article. A separate agreement shall be  
431 established by the Contractor and the Contracting Officer to accomplish repayment of the Additional  
432 Capital Obligation assigned to the Contractor within the timeframe prescribed by the WIIN Act, subject  
433 to the following:

434 (1) If the collective Additional Capital Obligation properly  
435 assignable to the contractors exercising conversion under Section 4011 of the WIIN Act is less than five  
436 million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be  
437 repaid not more than five (5) years after the Contracting Officer notifies the Contractor of the Additional  
438 Capital Obligation; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall  
439 not be a precedent in any other context.

440 (2) If the collective Additional Capital Obligation properly  
441 assignable to the contractors exercising conversion under Section 4011 of the WIIN Act is equal to or  
442 greater than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the  
443 Contractor shall be repaid as provided by applicable Federal Reclamation law and Project ratesetting

444 policy; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a  
445 precedent in any other context.

446 (b) In the event that the final cost allocation referenced in Section 4011(b) of the  
447 WIIN Act determines that the costs properly assignable to the Contractor are greater than what has been  
448 paid by the Contractor, the Contractor shall be obligated to pay the remaining allocated costs. The term  
449 of such additional repayment contract shall be not less than one (1) year and not more than ten (10)  
450 years, however, mutually agreeable provisions regarding the rate of repayment of such amount may be  
451 developed by the Contractor and Contracting Officer. In the event that the final cost allocation indicates  
452 that the costs properly assignable to the Contractor are less than what the Contractor has paid, the  
453 Contracting Officer shall credit such overpayment as an offset against any outstanding or future  
454 obligations of the Contractor, with the exception of Restoration Fund charges pursuant to Section  
455 3407(d) of Public Law 102-575.

456 (c) If the amount of Delivered Water is less than or equal to eighty (80%) percent of  
457 the Contractor's maximum contractual entitlement to Project Water pursuant to subdivision (a) of Article  
458 3, then payment for all Delivered Water shall be at the applicable Rates specified in Exhibit A. If the  
459 amount of Delivered Water exceeds eighty (80%) percent of the Contractor's maximum contractual  
460 entitlement to Project Water pursuant to subdivision (a) of Article 3, then payment for that amount of  
461 Delivered Water, which equals eighty (80%) percent of the maximum contractual entitlement shall be at  
462 the applicable Rates specified in Exhibit A, but the payment for the increment of Delivered Water,  
463 which is in excess of eighty (80%) percent of the maximum contractual entitlement, shall be at the  
464 applicable Tiered Pricing Component as follows:

465 (1) When the total amount of Delivered Water exceeds eighty (80%) percent

466 of the maximum contractual entitlement, then the increment in excess of eighty (80%) percent, but less  
467 than or equal to ninety (90%) percent, shall be paid for by the Contractor at a rate equal to the average of  
468 the applicable Rate and the M&I Full Cost Rate; and

469 (2) When the total amount of Delivered Water exceeds ninety (90%) percent  
470 of the maximum contractual entitlement, then the increment in excess of ninety (90%) percent shall be  
471 paid for by the Contractor at the M&I Full Cost Rate.

472 (d) The Contracting Officer shall notify the Contractor of the Rates, Charges, and  
473 Tiered Pricing Component as follows:

474 (1) Prior to July 1 of each Calendar Year, the Contracting Officer shall  
475 provide the Contractor the preliminary calculation of the Charges that will be applied for the period  
476 October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and  
477 identify the statutes, regulations, and guidelines used as the basis for such calculations. On or before  
478 September 15, of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of  
479 the Charges to be in effect during the period October 1, of the current Calendar Year, through September  
480 30, of the following Calendar Year, and such notification shall revise Exhibit "A"; and

481 (2) Prior to October 1 of each Calendar Year, the Contracting Officer shall  
482 make available to the Contractor an estimate of the Rates and Tiered Pricing Component of payment for  
483 Project Water for the following Year and the computations and cost allocations upon which those Rates  
484 are based. The Contractor shall be allowed not less than two (2) months to review and comment on  
485 such computations and cost allocations. By December 31 of each Calendar Year, the Contracting  
486 Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in  
487 effect for the upcoming Year, and such notification shall revise Exhibit "A".

488                   (e)     At the time the Contractor submits the initial schedule for the delivery of Project  
489 Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor shall pay  
490 the United States the total amount payable pursuant to the applicable Rate(s) for all Project Water  
491 scheduled to be delivered pursuant to this Contract during the first two (2) calendar months of the Year.  
492 Before the end of the first month or part thereof of the Year, and before the end of each calendar month  
493 thereafter, the Contractor shall pay pursuant to the applicable Rate(s) for all Project Water scheduled to  
494 be delivered pursuant to this Contract during the second month immediately following. Adjustments  
495 between the payments for the scheduled amount of Project Water and the appropriate payments for  
496 quantities of Delivered Water furnished pursuant to this Contract each month shall be made before the  
497 end of the following month and may be reflected in the payments made during the following month:  
498 Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 that increases the  
499 amount of Project Water to be delivered pursuant to this Contract during any month shall be  
500 accompanied with appropriate payment for Rates to assure that Project Water is not furnished to the  
501 Contractor in advance of such payment. In any month in which the quantity of Delivered Water  
502 furnished to the Contractor pursuant to this Contract equals the quantity of Project Water scheduled and  
503 paid for by the Contractor, no additional Project Water shall be made available to the Contractor unless  
504 and until payment of Rates for such additional Project Water is made. Final adjustment between the  
505 payments of Rates for the Project Water scheduled and the quantities of Delivered Water furnished  
506 during each Year pursuant to this Contract shall be made as soon as possible, but no later than April 30  
507 of the following Year.

508                   (f)     The Contractor shall pay all Charges and the appropriate Tiered Pricing  
509 Component owing for Delivered Water before the end of the month following the month of delivery.

510 Such amounts shall be consistent with the quantities of M&I Water shown in the United States' water  
511 delivery report for the subject month. The water delivery report shall be regarded by the Contractor as a  
512 bill for the payment of appropriate Charges and the applicable Tiered Pricing Component for Delivered  
513 Water. Any monthly adjustment for overpayment or underpayment of Charges shall be accomplished  
514 through the adjustment of Charges due to the United States in the next month. By March 31 of each  
515 Year, the Contractor shall make any additional payment of Charges and the Tiered Pricing Component it  
516 is obligated to make for Delivered Water furnished to the Contractor pursuant to this Contract for the  
517 previous Year. The amount to be paid for past due payment of Charges and the Tiered Pricing  
518 Component shall be computed pursuant to Article 18 of this Contract.

519 (g) The Contractor shall pay for any Project Water provided under subdivision (f) of  
520 Article 3 as determined by the Contracting Officer pursuant to applicable statutes, regulations,  
521 guidelines, and policies.

522 (h) Payments to be made by the Contractor to the United States under this Contract  
523 may be paid from any revenues available to the Contractor.

524 (i) Revenues received by the United States pursuant to this Contract shall be  
525 allocated and applied in accordance with the Federal Reclamation law, including but not limited to  
526 subsection (f) of Section 3405 and subsection (d)(2)(A) of Section 3407 of the CVPIA, and the  
527 associated regulations, including but not limited to, the Project M&I ratesetting policy promulgated  
528 pursuant to the Administrative Procedure Act.

529 (j) At the Contractor's request, the Contracting Officer shall provide to the  
530 Contractor an accounting of all of the expenses allocated and the disposition of all revenues received  
531 pursuant to this Contract in sufficient detail to allow the Contractor to determine that the allocation



532 of expenses and disposition of all revenues received was accomplished in conformance with Federal  
533 Reclamation law and the associated regulations. The Contracting Officer and the Contractor shall enter  
534 into good faith negotiations to resolve any discrepancies or disputes arising out of said accounting of  
535 the Contractor's review thereof.

536 (k) The parties acknowledge and agree that the efficient administration of this  
537 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies,  
538 and procedures used for establishing Rates, Charges, and Tiered Pricing Component, and/or for making  
539 and allocating payments, other than those set forth in this Article would be in the mutual best interest of  
540 the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms,  
541 policies, and procedures for any of those purposes while this Contract is in effect without amending this  
542 Contract.

543 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICIT

544 8. The Contractor and the Contracting Officer concur that, at the time of the execution of  
545 this Contract, the Contractor has no non-interest bearing operation and maintenance deficit or other  
546 deficit of any kind.

547 TRANSFERS OR EXCHANGES OF WATER

548 9. (a) Project Water made available under this Contract shall not be sold, transferred,  
549 or exchanged to others outside the County of Sacramento.

550 (b) The parties agree that the lack of acknowledgment in this Contract by the  
551 Contracting Officer as to which county, watershed, or other area of origin, as those terms are utilized  
552 under California law, the Contractor lies within, if any, does not constitute, and shall not be construed as  
553 constituting : (i) a determination by the Contracting Officer as to the applicability or non-applicability of

554 Section 3405(a)(1)(M) of the CVPIA to the Contractor as a transferor or transferee of Project Water;  
555 (ii) an agreement or admission by the Contractor that the said section does not apply to it; or (iii) an  
556 agreement or admission by the Contractor that it does or does not lie within any given county,  
557 watershed, or area of origin, as those terms are utilized under California law.

558 APPLICATION OF PAYMENTS AND ADJUSTMENTS

559 10. (a) The amount of any overpayment by the Contractor shall be applied first to any  
560 accrued indebtedness arising out of this Contract then due and payable by the Contractor. Any amount  
561 of such overpayment then remaining shall, at the option of the Contractor, be refunded to the Contractor  
562 or credited upon amounts to become due to the United States from the Contractor under the provisions  
563 hereof in the following months. With respect to overpayment, such adjustment shall constitute the sole  
564 remedy of the Contractor or anyone having or claiming to have the right to the use of any of the water  
565 supply provided for herein.

566 (b) All advances for miscellaneous costs incurred for work requested by the  
567 Contractor pursuant to Article 22 shall be adjusted to reflect the actual costs when the work has been  
568 completed. If the advances exceed the actual costs incurred, the difference will be refunded to the  
569 Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the  
570 additional costs pursuant to Article 22.

571 TEMPORARY REDUCTIONS-RETURN FLOWS

572 11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and (ii) the  
573 obligations of the United States under existing contracts, or renewals thereof, providing for water  
574 deliveries from the Project, the Contracting Officer shall make all reasonable efforts to optimize Project  
575 Water deliveries to the Contractor as provided in this Contract.

576 (b) The United States may temporarily discontinue or reduce the quantity of Project  
577 Water to be delivered to the Contractor as herein provided for the purposes of investigation, inspection,  
578 maintenance, repair, or replacement of any of the Project facilities or any part thereof necessary for the  
579 delivery of Project Water to the Contractor, but so far as feasible the Contracting Officer will give the  
580 Contractor due notice in advance of such temporary discontinuance or reduction, except in case of  
581 emergency, in which case no notice need be given: Provided, That the United States shall use its best  
582 efforts to avoid any discontinuance or reduction in such service. Upon resumption of service after such  
583 reduction or discontinuance, and if requested by the Contractor, the United States will, if possible,  
584 deliver the quantity of Project Water that would have been delivered hereunder in the absence of such  
585 discontinuance or reduction: Provided further, That with respect to any quantity of Project Water not  
586 delivered after a discontinuance or reduction the Contractor shall be relieved of its scheduling and  
587 payment obligations for such quantity of Project Water.

588 (c) The United States reserves the right to all seepage and return flow water  
589 derived from water delivered to the Contractor hereunder that escapes or is discharged beyond the  
590 Contractor's boundaries: Provided, That this shall not be construed as claiming for the United States any  
591 right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract  
592 within the Contractor's boundaries by the Contractor or those claiming by, through, or under the  
593 Contractor.

#### 594 WATER SHORTAGE AND APPORTIONMENT

595 12. (a) In its operation of the Project, the Contracting Officer will use all reasonable  
596 means to guard against a condition of shortage in the quantity of water to be made available to the  
597 Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition  
598 of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as  
599 soon as practicable.

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(b) If there is a Condition of Shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project, drought and other physical or natural causes beyond the control of the Contracting Officer, or actions taken by the Contracting Officer to meet current and future legal obligations, then, except as provided in subdivision (a) of Article 17 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

(c) In any Year in which there may occur a shortage for any of the reasons specified in subdivision (b) of this Article, the Contracting Officer shall apportion the available Project Water supply among the Contractor and others entitled, under existing contracts and future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the contractual obligations of the United States.

ARTICLE 13

13. Omitted.

RULES, REGULATIONS, AND DETERMINATIONS

14. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

PROTECTION OF WATER AND AIR QUALITY

15. (a) The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest level possible as determined by the Contracting Officer. The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(b) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California, and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of

639 Federal or Contractor facilities or Project Water provided by the Contractor within its Project Water  
640 Service Area.

641 WATER ACQUIRED BY THE CONTRACTOR OTHER THAN  
642 FROM THE UNITED STATES  
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644 16. Water or water rights now owned, or hereafter acquired by the Contractor or  
645 Subcontractor, other than from the United States, may be simultaneously transported through the same  
646 distribution facilities of the Contractor.

647 OPINIONS AND DETERMINATIONS

648 17. (a) Where the terms of this Contract provide for actions to be based upon the opinion  
649 or determination of either party to this Contract, said terms shall not be construed as permitting such  
650 action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both  
651 parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief  
652 from and appropriate adjustment, including monetary damages, for any such arbitrary, capricious, or  
653 unreasonable opinion or determination. Each opinion or determination by either party shall be provided  
654 in a timely manner.

655 CHARGES FOR DELINQUENT PAYMENTS

656 18. (a) The Contractor shall be subject to interest, administrative, and penalty charges on  
657 delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest  
658 charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a  
659 payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an  
660 administrative charge to cover additional costs of billing and processing the delinquent payment. If a  
661 payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and  
662 administrative charges, a penalty charge for each day the payment is delinquent beyond the due date,  
663 based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor  
664 shall also pay any fees incurred for debt collection services associated with a delinquent payment.

665 (b) The interest charge rate shall be the greater of the rate prescribed quarterly in the  
666 Federal Register by the Department of the Treasury for application to overdue payments, or the interest  
667 rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain  
668 fixed for the duration of the delinquent period.

669 (c) When a partial payment on a delinquent account amount received shall be  
670 applied, first to the penalty charges, second to the administrative charges, third to the accrued interest,  
671 and finally to the overdue payment.

672 EQUAL EMPLOYMENT OPPORTUNITY

673 19. During the performance of this Contract, the Contractor agrees as follows:

674 (a) The Contractor will not discriminate against any employee or applicant for  
675 employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.  
676 The Contractor will take affirmative action to ensure that applicants are employed, and that employees  
677 are treated during employment, without regard to their race; color, religion, sex, sexual orientation,  
678 gender identity, or national origin. Such action shall include, but not be limited to, the following:  
679 employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or  
680 termination, rates of pay or other forms of compensation; and selection for training, including  
681 apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and  
682 applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions  
683 of this nondiscrimination clause.

684 (b) The Contractor will, in all solicitations or advertisements for employees placed by  
685 or on behalf of the Contractor, state that all qualified applicants will receive consideration for  
686 employment without discrimination because of race, color, religion, sex, sexual orientation, gender  
687 identity, or national origin.

688 (c) The Contractor will not discharge or in any other manner discriminate against any  
689 employee or applicant for employment because such employee or applicant has inquired about,  
690 discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.  
691 This provision shall not apply to instances in which an employee who has access to the compensation  
692 information of other employees or applicant as part of such employee's essential job functions discloses  
693 the compensation of such other employees or applicants to individuals who do not otherwise have access  
694 to such information unless such disclosure is in response to a formal complaint or charge, in furtherance  
695 of an investigation, proceeding, hearing, or action, including an investigation conducted by the  
696 employer, or is consistent with the contractor's legal duty to furnish information.

697 (d) The Contractor will send to each labor union or representative of workers with  
698 which it has a collective bargaining agreement or other contract or understanding, a notice, to be  
699 provided by the Contracting Officer, advising the labor union or workers' representative of the  
700 Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and  
701 shall post copies of the notice in conspicuous places available to employees and applicants for  
702 employment.  
703

704 (e) The Contractor will comply with all provisions of Executive Order No. 11246 of  
705 September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of  
706 Labor.

707 (f) The Contractor will furnish all information and reports required by amended  
708 Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and orders of the  
709 Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the  
710 Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance  
711 with such rules, regulations, and orders.

712 (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses  
713 of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled,  
714 terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further  
715 Government contracts in accordance with procedures authorized in amended Executive Order No.  
716 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as  
717 provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the  
718 Secretary of Labor, or as otherwise provided by law.

719 (h) The Contractor will include the provisions of paragraphs (a) through (h) in every  
720 subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of  
721 Labor issued pursuant to Section 204 of amended Executive Order No. 11246 of September 24, 1965, so  
722 that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such  
723 action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as  
724 a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that  
725 in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor  
726 or vendor as a result of such direction, the Contractor may request the United States to enter into such  
727 litigation to protect the interests of the United States.

728 OBLIGATION TO PAY—BENEFITS  
729 CONDITIONED UPON PAYMENT

730 20. (a) The obligation of the Contractor to pay the United States as provided in this  
731 Contract is an obligation of the Contractor notwithstanding the manner in which the obligation may be  
732 distributed among the Contractor's water users and notwithstanding the default of individual water users  
733 in their obligations to the Contractor.

734 (b) The payment of charges becoming due hereunder is a condition precedent to  
735 receiving benefits under this Contract. The United States shall not make water available to the  
736 Contractor through Project facilities during any period in which the Contractor may be in arrears in the  
737 advance payment of water rates due the United States. The Contractor shall not deliver water under the  
738 terms and Conditions of this Contract for lands or parties which are in arrears in the advance payment of  
739 water rates as levied or established by the Contractor.  
740

741 COMPLIANCE WITH CIVIL RIGHTS LAWS  
742 AND REGULATIONS

743 21. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
744 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as  
745 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III;  
746 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42  
747 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable  
748 implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or  
749 Bureau of Reclamation.

750 (b) These statutes prohibit any person in the United States from being excluded from  
751 participation in, being denied the benefits of, or being otherwise subjected to discrimination under any  
752 program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of  
753 race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to  
754 immediately take any measures necessary to implement this obligation, including permitting officials of  
755 the United States to inspect premises, programs, and documents.

756 (c) The Contractor makes this agreement in consideration of and for the purpose of  
757 obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial  
758 assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including  
759 installment payments after such date on account of arrangements for Federal financial assistance which  
760 were approved before such date. The Contractor recognizes and agrees that such Federal assistance will  
761 be extended in reliance on the representations and agreements made in this Article, and that the United  
762 States reserves the right to seek judicial enforcement thereof.

763 (d) Complaints of discrimination against the Contractor shall be investigated by the  
764 Contracting Officer's Office of Civil Rights.  
765

766 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

767 22. In addition to all other payments to be made by the Contractor pursuant to this Contract,  
768 the Contractor shall pay to the United States, within sixty (60) days after receipt of a bill and detailed  
769 statement submitted by the Contracting Officer to the Contractor for such specific items of direct cost  
770 incurred by the United States for work requested by the Contractor associated with this Contract plus  
771 a percentage of such direct costs for administrative and general overhead in accordance with applicable  
772 Bureau of Reclamation policy and procedures. All such amounts referred to in this Article shall not



773 exceed the amount agreed to in writing in advance by the Contractor. This Article shall not apply to  
774 costs for routine contract administration.

775 WATER CONSERVATION

776 23. (a) Prior to the delivery of water provided from or conveyed through federally  
777 constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water  
778 conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43  
779 C.F.R. 427.1 (Water Conservation Rules and Regulations).

780  
781 Additionally, an effective water conservation and efficiency program shall be based on  
782 the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the  
783 conservation and efficiency criteria for evaluating water conservation plans established under Federal  
784 law. In the event the Contractor's water conservation plan has not yet been determined by the  
785 Contracting Officer to meet such criteria, due to circumstances that the Contracting Officer determines  
786 are beyond the control of the Contractor, Project Water deliveries shall be made under this Contract so  
787 long as the Contractor diligently works with the Contracting Officer to obtain such determination at the  
788 earliest practicable date, and thereafter the Contractor immediately begins implementing its water  
789 conservation program in accordance with the time schedules therein. The water conservation program  
790 shall contain definite water conservation objectives, appropriate economically feasible water  
791 conservation measures, and time schedules for meeting those objectives.

792 (b) Should the amount of M&I water delivered pursuant to subdivision (a) of  
793 Article 3 of this Contract equal or exceed two thousand (2,000) acre-feet per Year, the Contractor  
794 shall implement the Best Management Practices identified by and the time frames issued by the  
795 Mid-Pacific Region's then-existing conservation and efficiency criteria for such M&I Water, unless any  
796 such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

797 (c) The Contractor shall submit to the Contracting Officer, by December 31 of each  
798 Calendar Year, an annual report on the status of its implementation of the water conservation program.

799 (d) Prior to the expiration of the Contractor's currently approved water conservation  
800 plan, and thereafter at five-year intervals, the Contractor shall revise its water conservation plan to  
801 reflect the then-existing conservation and efficiency criteria for evaluating water conservation plans  
802 established under Federal law and submit such revised water conservation plan to the Contracting  
803 Officer for review and evaluation. The Contracting Officer will then determine if the water conservation  
804 plan meets the Bureau of Reclamation's then-existing conservation and efficiency criteria for evaluating  
805 water conservation plans established under Federal law.

806 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

807 24. (a) Except as specifically provided in Articles 5 and 16 of this Contract, the  
808 provisions of this Contract shall not be applicable to or affect water or water rights now owned or  
809 hereafter acquired by the Contractor or any user of such water within the Contract Use Area from other  
810 than the United States. Any such water shall not be considered Project Water under this Contract. In  
811 addition, this Contract shall not be construed as limiting or curtailing any rights that the Contractor or  
812 any water user within the Contract Use Area acquires or has available under any other contract pursuant  
813 to Federal Reclamation law.

814 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

815 25. (a) The operation and/or maintenance of all or any portion or portions of the Project  
816 facilities may be transferred to the Operating-Non-Federal Entity by separate agreement between the  
817 United States and the Operating Non-Federal Entity. Any such separate agreements shall not interfere  
818 with the rights or obligations of the Contractor or the United States hereunder.

819 (b) If so notified in writing by the Contracting Officer, the Contractor shall pay  
820 directly to such Operating Non-Federal Entity in accordance with such notice its allocated share of all  
821 charges for the operation and maintenance of the American River Division facilities operated and/or  
822 maintained by the Operating Non-Federal Entity, all in compliance with all provisions of Article 7  
823 hereof: Provided, That this shall not relieve the Contractor of its obligation to pay directly to the  
824 United States for its allocated share of the Project construction costs and its allocated share of the  
825 remaining operation and maintenance costs for the Project.

826 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

827 26. The expenditure or advance of any money or the performance of any obligation of the  
828 United States under this Contract shall be contingent upon appropriation or allotment of funds.  
829 Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations  
830 under this Contract. No liability shall accrue to the United States in case funds are not appropriated or  
831 allotted.

832 BOOKS, RECORDS, AND REPORTS

833 27. The Contractor shall establish and maintain accounts and other books and records  
834 pertaining to administration of the terms and conditions of this Contract, including: the Contractor's  
835 financial transactions, water supply data, and project operation, maintenance, and replacement logs;  
836 project land and rights-of-way use agreements; the water users' land-use (crop census), land ownership,  
837 land-leasing, and water use data; and other matters that the Contracting Officer may require. Reports  
838 shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting  
839 Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall  
840 have the right during office hours to examine and make copies of the other party's books and records  
841 relating to matters covered by this Contract.

842 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

843 28. (a) The provisions of this Contract shall apply to and bind the successors and assigns  
844 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by  
845 either party shall be valid until approved in writing by the other party.

(b) The assignment of any right or interest in this Contract by either party shall not

interfere with the rights or obligations of the other party to this Contract absent the written concurrence of said other party.

SEVERABILITY

846

847           29.     In the event that an action is brought in a court of competent jurisdiction by a person  
848 or entity other than the Contractor challenging the legality or enforceability of a provision included  
849 in this Contract and a final court decision is issued holding that such provision is legally invalid or  
850 unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiffs), the  
851 parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of such final  
852 court decision identify by mutual agreement the provisions in this Contract that must be revised; and (ii)  
853 within three (3) months thereafter promptly agree on the appropriate revision(s). The time periods  
854 specified above may be extended by mutual agreement of the parties. Pending the completion of the  
855 actions designated above, to the extent it can do so without violating any applicable provisions of law,  
856 the United States shall continue to make the quantities of Project Water specified in this Contract  
857 available to the Contractor pursuant to the provisions of this Contract that were not found to be legally  
858 invalid or unenforceable in the final court decision.

859

OFFICIALS NOT TO BENEFIT

860           30.     No Member of or Delegate to Congress, Resident Commissioner or official of the  
861 Contractor shall benefit from this Contract other than as a water user or landowner in the same manner  
862 as other water users or landowners.

863

CHANGES IN CONTRACTOR'S SERVICE AREA OR ORGANIZATION

864           31.     While this Contract is in effect, no change may be made in the Contractor's Service Area  
865 or organization, by inclusion or exclusion of lands or by any other changes which may affect the  
866 respective rights, obligations, privileges, and duties of either the United States or the Contractor under  
867 this Contract, including, but not limited to, dissolution, consolidation, or merger, except upon the  
868 Contracting Officer's written consent.

869

NOTICES

870           32. Any notice, demand, or, request authorized or required by this Contract shall be deemed  
871 to have been given, to the United States, when mailed, postage prepaid, or delivered to Area Manager,  
872 Bureau of Reclamation, 7794 Folsom Dam Road, Folsom CA 95630-1799, and to the Contractor, when  
873 mailed, postage prepaid, or delivered to City Manager, City of Folsom, 50 Natoma Street, Folsom,  
874 California 95630. The designation of the-addressee or the address may be changed by notice given in  
875 the same manner as provided in this Article for other notices.

CERTIFICATION OF NONSEGREGATED FACILITIES

33. Omitted

MEDIUM FOR TRANSMITTING PAYMENTS

34. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) The Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

35. This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced Articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles. Single-spaced articles are standard articles pursuant to Reclamation policy.

CONFIRMATION OF CONTRACT

36. Omitted

876 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day  
877 and year first above written.

878 THE UNITED STATES OF AMERICA

879 By: \_\_\_\_\_  
880 Regional Director, Mid-Pacific Region  
881 Bureau of Reclamation

882 CITY OF FOLSOM

883 By: \_\_\_\_\_  
884 City Manager, City of Folsom  
885 A California municipal corporation

886  
887 Approved as to content:

888  
889  
890  
891 By: \_\_\_\_\_  
892 Director of Environmental and  
893 Water Resources,  
894 City of Folsom

895 Approved as to form:

896  
897  
898  
899 By: \_\_\_\_\_  
900 City Attorney,  
901 City of Folsom  
902

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Attest:

By:

\_\_\_\_\_  
City Clerk,  
City of Folsom

**Exhibit A  
CITY OF FOLSOM  
2019 Rates and Charges  
Folsom Dam and Reservoir (Per Acre-Foot)**

	<b>M&amp;I Water</b>
<b>COST-OF-SERVICE (COS) RATE</b>	
Construction Component	\$4.55
O&M Component	
Water Marketing	\$7.34
Storage	\$15.90
Deficit Cost Component	\$0.00
<b>TOTAL COS RATE</b>	<b>\$27.79</b>
<b>M&amp;I FULL COST RATE</b>	<b>\$29.26</b>
<b>TIERED PRICING COMPONENTS</b> <i>(In Addition to Total COS Rate Above)</i>	
<b>M&amp;I</b>	
<i>Tier 2 Rate : &gt;80% &lt;=90% of Contract Total</i>	
[M&I Full Cost Rate - M&I COS Rate]/2	
<i>(Amount to be Added to Tier 1 Rate)</i>	\$0.74
<i>Tier 3 Rate : &gt;90% of Contract Total</i>	
[M&I Full Cost Rate - M&I COS Rate]	
<i>(Amount to Be Added to Tier 1 Rate)</i>	\$1.47
<b>CHARGES AND ASSESSMENTS</b> <i>(Payments in Addition to Rates)</i>	
<b>P.L. 102-575 Surcharges</b> (Restoration Fund Payments) <sup>1</sup>	
[Section 3407(d)(2)(A)]	\$21.26
<b>P.L. 106-377 Assessment</b> (Trinity Public Utilities District) <sup>2</sup>	
[Appendix B, Section 203]	\$0.30

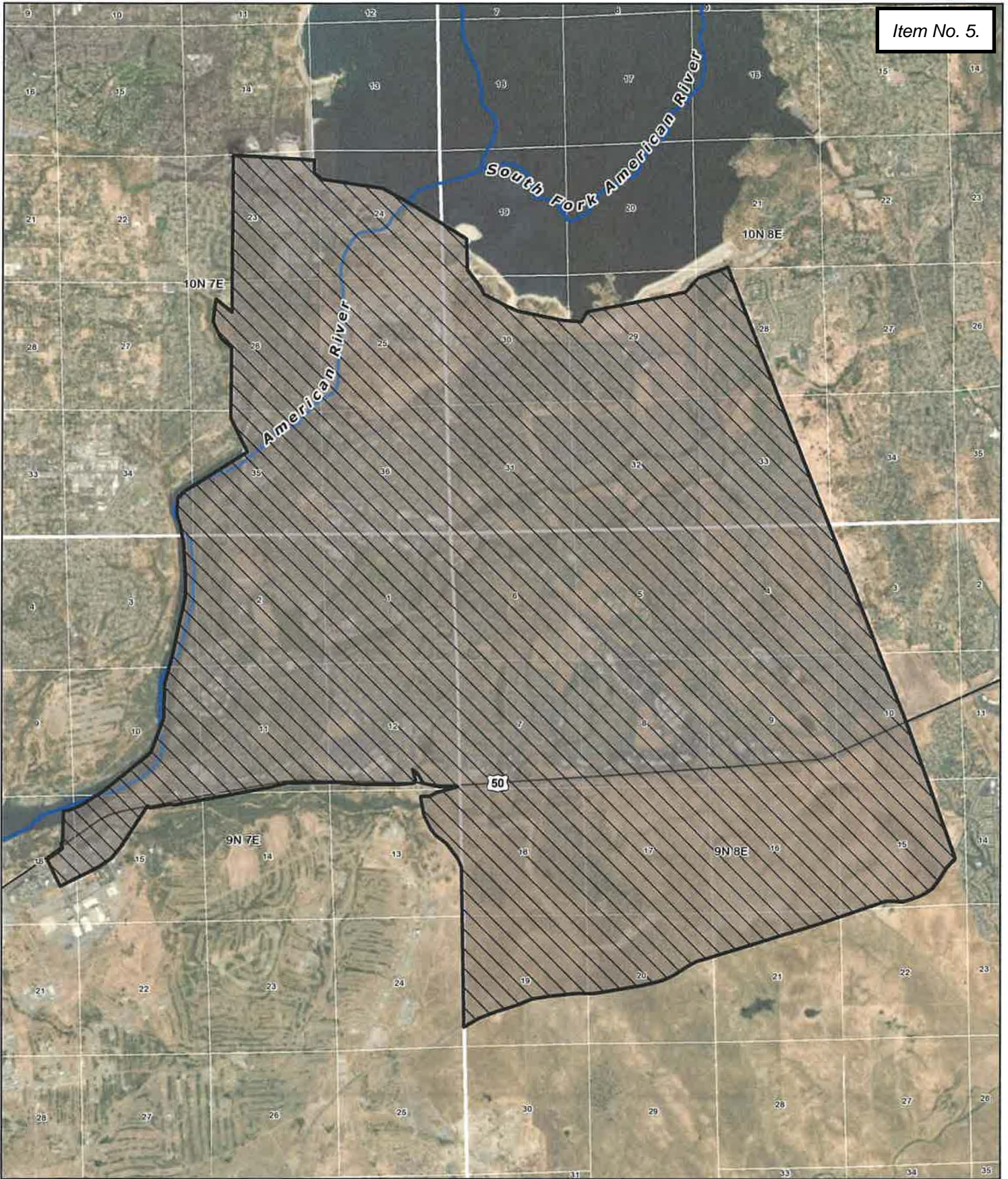
**EXPLANATORY NOTES**



- 1 The surcharges were determined pursuant to Title XXXIV of P.L. 102-575. Restoration Fund surcharges under P.L. 102-575 are determined on a fiscal year basis (10/1-9/30).
- 2 The Trinity Public Utilities District Assessment is applicable to each acre-foot of water delivered from 3/1/2019-2/28/2020 and is adjusted annually.

The Historical Use, as defined in the CVP M&I Water Shortage Policy, is TBD acre-feet.

This Exhibit template is unchanged from existing Contract and is updated annually. Rate Schedules may be found at: <https://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>





-  District Boundary
-  Contractor's Service Area

### City of Folsom

Contract No. 6-07-20-W1372B

EXHIBIT A

**RECLAMATION**  
*Managing Water in the West*



# Exhibit C

## Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

**Unpaid Construction Cost from the 2020 Water Rate Books\***

**Contractor:** City of Folsom  
**Facility:** Folsom D&R  
**Contract:** 6-07-20-W137B

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba and A-2Bc)			
	Unpaid Cost	Discount	
Construction Cost (Excludes Intertie):	\$ -		
2019 Repayment (Estimate) **	\$ -		
Adjusted Construction Cost (Excludes Intertie):	\$ -	\$ -	
Intertie Construction Cost:	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	
If Paid in Installments (Used 20 yr CMT)			
Due			
Payment 1	N/A	\$ -	
Payment 2	N/A	\$ -	
Payment 3	N/A	\$ -	
Payment 4	N/A	\$ -	
<b>Total Installment Payments</b>		<b>\$ -</b>	
20 yr CMT Rates			N/A
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))			N/A

M&I Construction Cost (2020 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	\$ 198,951
2019 Repayment (Estimate) **	\$ 16,289
<b>Adjusted Construction Cost***:</b>	<b>\$ 182,662</b>

**Calculation Support:** Irrigation Lump Sum or First Payment Due Date N/A  
 Days Until the End of the Fiscal Year N/A

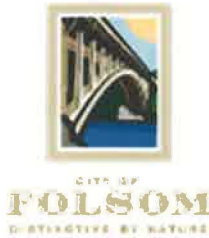
Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2031-63				\$ -	\$ -	\$ -	\$ -
<b>Total, Lump Sum Payment</b>			<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>

Amount of Reduction, Lump Sum \$ - \$ - \$ -

\* Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

\*\* 2019 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

\*\*\* Excludes interest to payment date as interest will be computed as an annual expense as usual.



## Folsom City Council Staff Report

<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution 10380 – A Resolution Authorizing the City Manager to Execute a Contract with Allstar Fire Equipment and Bauer Compressors to Purchase Self-Contained Breathing Apparatus and Related Equipment to Maintain Compliance with the Department of Transportation, National Fire Protection Association, and OSHA Requirements.
<b>FROM:</b>	Fire Department

### **RECOMMENDATION / CITY COUNCIL ACTION**

The Fire Department recommends the approval of Resolution No. 10380 - A Resolution Authorizing the City Manager to Execute a Contract with Allstar Fire Equipment and Bauer Compressors to Purchase Self-Contained Breathing Apparatus and Related Equipment to Maintain Compliance with the Department of Transportation, National Fire Protection Association, and OSHA Requirements.

### **BACKGROUND / ISSUE**

Self Contained Breathing Apparatus (SCBA) protect firefighters from toxic fumes and smoke. They are worn on the firefighter’s back and supplies them with a fresh breathing air source via a mask and regulator system.

The City of Folsom Fire Department last purchased SCBA’s in 2004. The regulated lifespan of the air cylinders per Department of Transportation (DOT) 49 CFR 180.205(c) as well as National Fire Protection Association (NFPA) 1500 and NFPA 1852 is fifteen (15) years. Pursuant to NFPA 1852 (Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus) maintains that all composite breathing air cylinders utilized in SCBA applications have hydrostatic testing every three (3) years with a total serviceability lifespan of fifteen (15) years.

SCBA's currently in service within the Fire Department have become unserviceable due to replacement components being obsolete and not supported by the manufacturer. All SCBA cylinders will have reached the serviceability lifespan during Fiscal Year (FY) 2019-20 and become unusable.

In FY 2017-18, a regional SCBA committee was formed in the Sacramento area. Participating agencies include the City of Folsom Fire Department, Sacramento Metropolitan Fire Protection District, Cosumnes Fire Department, City of West Sacramento Fire Department, South Placer Fire District, Roseville Fire Department and El Dorado Hills Fire Department. The goal of the committee was to recommend a SCBA unit which provided fire agency interoperability throughout the region in the event of a large-scale emergency event like a fire, hazardous materials, or weapons of mass destruction (WMD) incident. The committee was also tasked to research the various types of SCBA's; and to identify potential vendors, their financial costs to purchase, and the impacts to each agency on the use of a standardized SCBA for all fire agencies in the region.

The SCBA committee recommended the Scott 5.5 X3 Pro Air Packs that utilize 5,500 psi operating pressures. The selected air packs will adhere to the updated NFPA 1981/1982 – 2018 specifications for safety standards.

**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 \$62,014 or greater shall be awarded by City Council.

Purchase of the SCBA's follows Folsom Municipal Code, Title 2, Chapter 2.36, Section 2.36.100 Competitive Sealed Bidding.

Pursuant to OSHA 29 CFR 1910.134(a)(2) and (d)(2), employers shall provide SCBA respirators for use in Immediately Dangerous to Life or Health (IDLH) atmospheres.

**ANALYSIS**

After recommendations from the regional SCBA committee, Fire Department staff have selected Scott 5.5 X3 Pro air packs to replace the expiring inventory.

The FY 2019-20 Fire Department budget included \$628,000 to purchase SCBA's and related equipment. This purchase has been delayed in an attempt to seek additional funding and continue working with the regional committee. Current cylinder end-of-life hydrostatic testing dates expire during FY 2019-20, rendering the cylinders inoperable.

Public notice was provided pursuant to Folsom Municipal Code, Title 2, Chapter 2.36, Section 2.36.100, for vendors to provide sealed bids for the purchase of SCBA's and supporting

equipment. Two (2) responsible and responsive sealed bids were submitted by the following vendors as listed below:

Allstar Fire Equipment, Inc. \$612,176.24

Cascade Fire Equipment Company \$697,573.50

The Fire Department will enter into a purchase agreement with Allstar Fire Equipment to provide SCBA's and supporting equipment (see attachment 2).

Vehicle #341083 (Air Unit 35) will have its plumbing lines and fill stations upgraded to meet the requirements to fill air cylinders up to the 5,500 psi operating pressures of the new breathing apparatus.

**FINANCIAL IMPACT**

The contract with Allstar Fire Equipment, Inc., would be \$609,168 to provide SCBA equipment as listed in Attachment #2.

The contract with Bauer Compressors would be \$18,561 to provide the upgraded equipment for vehicle #341083 as listed in Attachment #3.

The FY 2019-20 Fire Department budget includes \$628,000 for replacement SCBA's and related equipment, including the air unit upgrade.

The cost to purchase the SCBA's and related equipment, including the air unit upgrade, is **\$627,729** and is currently available.

**ENVIRONMENTAL REVIEW**

This project has been deemed categorically exempt from environmental review.

**ATTACHMENTS**

1. Resolution 10380 – A Resolution Authorizing the City Manager to Execute a Contract with Allstar Fire Equipment and Bauer Compressors to Purchase Self-Contained Breathing Apparatus and Related Equipment to Maintain Compliance with the Department of Transportation, National Fire Protection Association, and OSHA Requirements.
2. Allstar Fire Equipment, Inc. Sales Quote
3. Bauer Compressors Quote

Submitted,

  
\_\_\_\_\_  
Felipe Rodríguez, FIRE CHIEF

Attachment 1

Resolution No. 10380 –A Resolution Authorizing the City Manager to Execute a Contract with Allstar Fire Equipment and Bauer Compressors to Purchase Self-Contained Breathing Apparatus and Related Equipment to Maintain Compliance with the Department of Transportation, National Fire Protection Association, and OSHA Requirements.

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALLSTAR FIRE EQUIPMENT AND BAUER COMPRESSORS TO PURCHASE SELF-CONTAINED BREATHING APPARATUS AND RELATED EQUIPMENT TO MAINTAIN COMPLIANCE WITH THE DEPARTMENT OF TRANSPORTATION, NATIONAL FIRE PROTECTION ASSOCIATION, AND OSHA REQUIREMENTS**

**WHEREAS**, the existing self-contained breathing apparatus are experiencing regular mechanical problems, the manufacturer is unable to provide replacement parts and service support to maintain proper operability, and the cylinders have reached end-of-life hydrostatic testing certification; and,

**WHEREAS**, the Fire Department has validated the need to replace existing self-contained breathing apparatus (SCBA's); and,

**WHEREAS**, staff has reviewed various vendor products and determined that Scott Health and Safety will provide the best quality product for the best value; and,

**WHEREAS**, a purchase agreement will be executed with Allstar Fire Equipment, Inc. for the purchase; and,

**WHEREAS**, the Fiscal Year 2019-20 budget included replacement SCBA's and related equipment in the amount of \$628,000 and the entire amount is currently available; and,

**WHEREAS**, staff complied with the provisions of Section 2.36.100 of the Folsom Municipal Code,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that the City Manager is authorized to award a contract to Allstar Fire Equipment, Inc. in the amount of \$609,167.86 for self-contained breathing apparatus and \$18,561.26 to Bauer Compressors for vehicle #341083 (Air 35) upgrades.

**PASSED AND ADOPTED** on this 28<sup>th</sup> day of January 2020, by the following roll-call vote:

- AYES:** Council Member:
- NOES:** Council Member:
- ABSTAIN:** Council Member:
- ABSENT:** Council Member:

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK



Attachment 2

Allstar Fire Equipment, Inc. Sales Quote

Date: January 6, 2020

To: Folsom Fire Department

FFD-X3PRO-55

Attn: Chief Ken Cusano

Jan-2020 1st revision

Phone: (916) 716-7412

E-Mail: [kcusano@folsom.ca.us](mailto:kcusano@folsom.ca.us)

Per your request, we are pleased to quote on the following.

Qty	Unit	Description	Price	Extension
77	Each	X8915025305304 Air-Pak. X3 PRO. NFPA 2018 Version 5500 Psi. Snap Change, Cylinder. Quick Disconnect Regulator, UNIVERSAL Dual EBSS (Buddy Breathing), Console with PASS and Pak-Tracker.	\$5,778.00	\$444,906.00
77	Each	200970-01 Carbon Cylinder with Snap-Change Valve. 5500 psi, 45 minute	\$0.00	\$0.00
77	Each	200970-01 Carbon Cylinder with Snap-Change Valve. 5500 psi, 45 minute (Additional)	\$889.00	\$68,453.00
8	Each	200954-15 RIT III with Bag. 5500 Psi. with <b>Rectus</b> connection Includes Mask, Bag, High and Low Pressure connections.	\$2,849.00	\$22,792.00
9	Each	200975-01 Carbon Cylinder with Valve, CGA Connection. 5500 psi, 75 minute	\$0.00	\$0.00
9	Each	200975-01 Carbon Cylinder with Valve, CGA Connection. 5500 psi, 75 minute (Additional)	\$998.00	\$8,982.00
18	Each	201585-01 Scott Sight Install kit for AV3000HT Mask. Med.	\$1,068.00	\$19,224.00
2	Each	200388-01 Tool Adapter. Snap Change Cylinder - CGA Out.	\$498.00	\$996.00
<b>Terms:</b>		Net 30		
<b>FOB:</b>		Destination		
			Subtotal	\$565,353.00
			7.750%	\$43,814.86
			S & H	\$0.00
			<b>Total</b>	<b>\$609,167.86</b>

Quoted by - Mark Preisendorf

[MarkP@AllstarFire.com](mailto:MarkP@AllstarFire.com)

Attachment 3

Bauer Compressors Quote



267 East Airway Blvd  
Livermore, CA 94551  
Phone: 925-449-7210  
Fax: 925-449-7201

To:  
Mike Query  
Folsom Fire Department  
Phone: 916-300-6764  
Email: mquery@folsom.ca.us

Date:11/27/2018

Quotation Valid for 60 Days.

RE: Air/Light Truck 5.5 Fill Station Retro

ITEM	QTY	DESCRIPTION	PRICE	AMOUNT
1	2	CFS5.5/2S Fill Station Two Position Fill with Adjustable Pressure Regulator, Inlet Pressure Gauge, Adjustable Pressure Gauge, Two Fill Control Valves and Two Fill Pressure Gauges	\$7,221.00	\$14,442.00
		Sales Tax 7.75 %		\$1,119.26
		Installation Labor		\$2,000.00
		Freight		<u>\$1000.00</u>
		Total		\$18,561.26

**Note:** Bauer will re-place existing 4.5 units on Air/Light Truck with new 5.5 Fill Stations, plumb new fill stations to existing Bauer compressor, test fill stations for proper operation and perform operational training for Folsom FD personnel. Service will be performed at Bauer facility located in Livermore, CA.

Prices do not include shipping/handling charges or sales tax unless specified.  
Quotation prices are valid for 60 days. Call 925-449-7210 if past expiration date.

Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,  
Tim McGuire  
925-449-7210



**CITY OF**  
**FOLSOM**  
DIVERSITY BY NATURE

# Folsom City Council Staff Report



<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10381 – A Resolution Authorizing the City Manager to Execute an Amendment for Consulting Services with Unico Engineering Inc. (Contract No. 173-21 16-012) for the Construction Management, Inspection, and Materials Testing of the Rainbow Bridge Maintenance Project, Project No. 2389 and Appropriation of Funds
<b>FROM:</b>	Public Works Department

### RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 10381 – A Resolution Authorizing the City Manager to Execute an Amendment for Consulting Services with Unico Engineering Inc. (Contract No. 173-21 16-012) for the Construction Management, Inspection, and Materials Testing of the Rainbow Bridge Maintenance Project, Project No. 2389 and Appropriation of Funds.

### BACKGROUND / ISSUE

The Folsom City Council previously approved the Program Supplement Agreement No. 24-N with the California Department of Transportation (Caltrans) to fund the Rainbow Bridge Maintenance Project Design at the August 27, 2013 meeting. Subsequently, City Council authorized a consulting services contract with Unico Engineering Inc. on February 23, 2016 for the construction engineering and inspection of the Rainbow Bridge Maintenance Project.

The Rainbow Bridge serves approximately 24,000 vehicle trips per day. The maintenance project will extend the useful life of the structure by completing the following repairs: Concrete Spall Repair; Rock Pocket and Crack Repair; Barrier Rail Repair; Joint Repair and Seal Placement; and Resurfacing of Bridge Deck.

Extensive inspection is required to observe repairs to the structure and to ensure public safety during the project. With oversight by staff, the construction management firm is responsible for all documentation required by Caltrans, along with inspection and materials testing.

In May of 2016, the project was partially completed, but had to be suspended due to environmental concerns for nesting swallows. Normally work would have restarted in late 2016/early 2017. However, the rain season started early and the 2016/17 winter was exceptionally strong. Dangerous conditions did not allow work to begin prior to the next nesting season. Work resumed in November 2017, and was completed February 16, 2018. Work completed includes resurfacing of deck, addition of joint seals, barrier rail repair, and spall repair where the bridge is unaffected by swallow nesting.

**POLICY / RULE**

Section 2.36.080 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$62,014 or greater shall be awarded by the City Council.

**ANALYSIS**

In February 2016, Unico Engineering Inc. submitted a competitive proposal for construction engineering, inspection and material testing of the Rainbow Bridge Maintenance Project in the amount of \$163,020. The proposal was reviewed by Public Works staff and determined to be reasonable, authorized by City Council on February 23, 2016 and an agreement was subsequently executed.

No additional funding is required for Unico Engineering Inc. to complete their services at this time. Construction was suspended in May of 2016 to accommodate the environmental concerns related to the swallows. Construction resumed in November 2017. The work completed for construction included placement of a work platform on the arches and repair of spalled concrete on the arches, columns and soffit over Lake Natoma. Construction concluded on February 16, 2018. Unico Engineering Inc. provided all inspection reports and material testing upon completion of construction.

Due to the start and stops of the project and the need for night work and overtime, Unico Engineering, Inc. exceeded their contract amount. Upon noticing the funding shortfall, staff informed Unico to complete the work, and an amendment would be processed upon funding of the additional hours by Caltrans Local Assistance. After several iterations with Caltrans, staff received an updated E-76 and finance letter that provided additional funding to cover Unico Engineering, Inc.'s additional cost on 11/15/19 and 12/10/19 respectively.

**FINANCIAL IMPACT**

Total Project Cost is as follows:

<b>Item</b>	<b>Original Contract Cost</b>	<b>Total Cost</b>	<b>Participating Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
<b>Preliminary Engineering/Dokken</b>	\$206,018	\$206,018	\$198,295.54	\$175,550.66	\$22,744.88
<b>Construction/Bugler</b>	\$782,944.50	\$800,831.27	\$785,373.30	\$695,291.01	\$90,082.29
<b>Construction Engineering/Dokken</b>	\$50,695	\$44,590.80	\$44,590.80	\$39,476.24	\$5,114.56
<b>Construction Engineering/Unico</b>	\$163,020	\$193,208.78	\$192,976.29	\$170,841.91	\$22,366.87
<b>Totals</b>	<b>\$1,202,677.50</b>	<b>\$1,244,648.85</b>	<b>\$1,221,235.93</b>	<b>\$1,081,159.82</b>	<b>\$140,308.60</b>

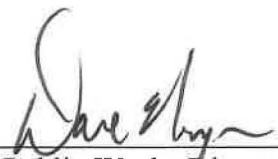
The proposed contract amendment requires \$30,189 to be appropriated from the Transportation Fund (Fund 446) to the Rainbow Bridge Maintenance Project, Project No. 2389 to fund the amendment. \$26,520 will be reimbursed by Caltrans. All other project costs have been paid previously.

**ENVIRONMENTAL REVIEW**

As part of the Caltrans review and authorization to begin construction, this project was deemed categorically exempt from California Environmental Quality Act (CEQA) environmental review and compliant with a National Environmental Policy Act (NEPA) Categorical Exclusion prepared by Caltrans.

**ATTACHMENTS**

Resolution No. 10381 – A Resolution Authorizing the City Manager to Execute an Amendment for Consulting Services with Unico Engineering Inc. (Contract No. 173-21 16-012) for the Construction Management, Inspection, and Materials Testing of the Rainbow Bridge Maintenance Project, Project No. 2389 and Appropriation of Funds.

Submitted,  
  
 \_\_\_\_\_  
 Dave Nugen, Public Works Director

**RESOLUTION NO. 10381**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR CONSULTING SERVICES WITH UNICO ENGINEERING INC. (CONTRACT NO. 173-21 16-012) FOR THE CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING OF THE RAINBOW BRIDGE MAINTENANCE PROJECT, PROJECT NO. 2389 AND APPROPRIATION OF FUNDS**

**WHEREAS**, the City of Folsom desires to perform maintenance activities on the Rainbow Bridge; and

**WHEREAS**, Unico Engineering, Inc. has performed the construction management, inspection and materials testing for the Rainbow Bridge Maintenance Project; and

**WHEREAS**, the Rainbow Bridge Maintenance Project has been previously suspended for environmental concerns; and

**WHEREAS**, construction of the Rainbow Bridge Maintenance Project was completed in February 2018; and

**WHEREAS**, due to the delay caused by the temporary construction suspension, the agreement with Unico Engineering Inc. is underfunded by \$30,189 and;

**WHEREAS**, the amendment 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 amendment for consulting services with Unico Engineering Inc. (Contract No. 173-21 16-012) for the Construction Management, Inspection, and Materials Testing of the Rainbow Bridge Maintenance Project, Project No. 2389;

**BE IT FUTHER RESOLVED** that the Chief Financial Officer is directed to appropriate an additional \$30,189 from the Transportation Fund (Fund 446) for the Rainbow Bridge Maintenance Project, Project No. 2389. The additional appropriation will also be an increase to the Intergovernmental Revenue in the amount of \$26,520 to use the fund balance of \$3,669 in the Transportation Fund.

**PASSED AND ADOPTED** on this 28<sup>th</sup> day of January 2020, by the following roll-call vote:

**AYES:** Council Member(s):

**NOES:** Council Member(s):

**ABSENT:** Council Member(s):



**ABSTAIN:** Council Member(s):

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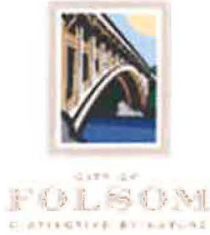
Sarah Aquino, MAYOR

**ATTEST:**

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Christa Freemantle, CITY CLERK

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# Folsom City Council Staff Report

<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10382 - A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities FY 2019-20 to the Sacramento Area Council of Governments
<b>FROM:</b>	Parks and Recreation Department

**RECOMMENDATION / CITY COUNCIL ACTION**

The Parks and Recreation Department recommends that the City Council pass and adopt Resolution No. 10382 – A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities FY 2019-20 to the Sacramento Area Council of Governments.

**BACKGROUND / ISSUE**

The Sacramento Area Council of Governments (SACOG) requires annual submission of funding claims regarding the use of Transportation Development Act (TDA) funds in the form of Local Transportation Funds (LTF). These funds are used by the City of Folsom for pedestrian and bicycle facilities.

**POLICY / RULE**

SACOG requires City Council approval for Transportation Development Act Claim submissions.

**ANALYSIS**

The portion of LTF funds for pedestrian and bicycle facilities available to the City of Folsom is calculated on a percentage of sales tax based on population. For this Fiscal Year 2019-20, the amount is \$69,158, which includes all available LTF pedestrian and bicycle funds for Fiscal Year 2019-20.

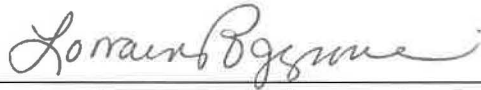
**FINANCIAL IMPACT**

Approval of the Fiscal Year 2019-20 TDA claim, in the amount of \$69,158, by the City of Folsom and the SACOG Board of Directors will provide additional funding for pedestrian and bicycle facility projects without reliance on the General Fund.

**ATTACHMENTS**

1. Resolution No. 10382 - A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities FY 2019-20 to the Sacramento Area Council of Governments
2. Transportation Development Act Claim Packet

Submitted,



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Lorraine Poggione, Parks and Recreation Department Director

ATTACHMENT 1  
Resolution No. 10382

**RESOLUTION NO. 10382**

**A RESOLUTION AUTHORIZING SUBMISSION OF FOLSOM TRANSPORTATION DEVELOPMENT ACT CLAIM FOR PEDESTRIAN AND BICYCLE FACILITIES FY 2019-20 TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**WHEREAS**, the Transportation Development Act (TDA) of 1974 allows two percent (2%) of the Local Transportation Fund apportionment to be made available exclusively for pedestrian and bicycle facilities; and

**WHEREAS**, the City desires to utilize these authorized TDA fund for construction, maintenance, and repair of existing and future bicycle and pedestrian facilities throughout the City of Folsom; and

**WHEREAS**, the Sacramento Area Council of Governments has estimated the amount of TDA funds available to the City of Folsom for bicycle and pedestrian facilities in Fiscal Year 2019-20 to be \$69,158; and

**WHEREAS**, the Sacramento Area Council of Governments requires a claim package be submitted to receive the TDA allocation, including a resolution approved by the City Council authorizing the filing of the claim; 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 submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities Fiscal Year 2019-20 in the amount of \$69,158, along with any subsequent amendments should the amount of requested funds be adjusted.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of January 2020, by the following roll-call vote:

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

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

ATTACHMENT 2

Transportation Development Act Claim Packet



TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814



**TRANSPORTATION DEVELOPMENT ACT  
CLAIM CHECKLIST**

Please check the following items as either included with the attached TDA claim package or on file at SACOG.

<b>Item</b>	<b>Claimant</b>	<b>Attached</b>	<b>On File</b>
TDA-1 Annual Transportation Development Claim	All Claimants	X	N/A
TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and prior fiscal year)	All Claimants	X	N/A
TDA-3 Status of Previously Approved Projects	All Claimants	X	N/A
TDA-4 Statement of Conformance	All Claimants	X	N/A
TDA-5 TDA Claim Certification	All Claimants	X	N/A
Resolution by governing body that authorized the claim	All Claimants	X	N/A
CHP Safety Compliance Report (completed within the last 13 months)	Claimants for transit service		
Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service		
Signed copy of transit service contract	Claimants for transit service		
Area wide transfer agreement and resolution	Claimants that allow inter-system transfers		
Information establishing eligibility under efficiency criteria - STA Operator Qualifying Criteria calculation based on Section 99314.6	Claimants for revenue-based STA funds		
Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities		
Compliance with PUC Sections 99155 and 99155.5	Claimants for transit service		
Copy of Ten-Year Capital & Operations Program	Claimants for transit service		

**TDA-1  
TRANSPORTATION DEVELOPMENT ACT CLAIM**

**TO:** Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

**FROM:**

Claimant	City of Folsom, Parks and Recreation Department
Address	50 Natoma Street
City	Folsom <span style="margin-left: 100px;">Zip Code</span> 95630
Contact Person	Brett Bollinger
Telephone	(916) 461-6632
E-Mail	bbollinger@folsom.ca.us

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

**LTF: \$69,158.00** **FY 2019/2020**

**STA: None**

Submitted by: **Lorraine Poggione**  
 Title: **Parks and Recreation Director**  
 Date: \_\_\_\_\_

**TDA-2 FY 18-19  
ANNUAL PROJECT AND EXPENDITURE PLAN**

**Claimant: City of Folsom** **Fiscal Year: FY 19-20**

Project Title and TDA Article Number									
	TDA LTF FY 19-20	TDA STA FY 19-20	TDA STA-SGR FY 19-20	Transit Fares	General Fund	Fund Balance- Transit	Federal/State	Other Income and Interest	Total
Article 8 Section 9923(c) Pedestrian and Bikes	\$69,158.00								\$69,158.00
<b>Total</b>	\$69,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,158.00

**TDA-3**  
**STATUS OF PREVIOUSLY APPROVED PROJECTS**

Instructions — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either “Complete” or “Active”

<b>Fiscal Year</b>	<b>Project Title</b>	<b>Amount Approved</b>	<b>Expenditures</b>	<b>Project Status</b>
FY 2021-22	Folsom-Placerville Rail Trail (PK1604)	\$36,000	\$0	Active
FY 2018-19	Lake Natoma Class I Trail – Phase II (PK0902)	\$124,900	\$124,900	Complete
FY 2018-19	Johnny Cash Trail – Phase II (PK2711)	\$96,660	\$44,439	Complete
<b>TOTAL</b>		<b>\$257,560</b>	<b>\$169,339</b>	

**TDA-4**  
**STATEMENT OF CONFORMANCE**

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Folsom hereby certifies that the Transportation Development Act claim for fiscal year FY 19-20 in the amount of **\$69,148** (LTF) and **\$0** (STA) for a total of **\$69,148** conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

Certified by the Finance Director \_\_\_\_\_  
Stacey Tamagni

Date \_\_\_\_\_

Certified by City Clerk \_\_\_\_\_  
Christa Freemantle

Date \_\_\_\_\_

**TDA-5**  
**TDA CLAIM CERTIFICATION FORM**

I, Stacey Tamagni, Finance Director for the City of Folsom,

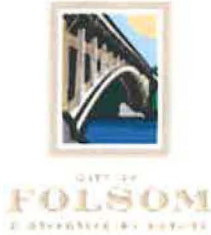
do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2019-2020
- (b) The attached certification by the Department of the California Highway Patrol verifying that The City of Folsom is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of FY 2019-2020 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$69,148

Signature of Finance Director Stacey Tamagni

Agency Name City of Folsom

Date \_\_\_\_\_



## Folsom City Council Staff Report

<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No.10383 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Ascent Environmental for the Housing Element Update and Appropriation of Funds
<b>FROM:</b>	Community Development Department

### RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully requests that the City Council pass and adopt Resolution No. 10383 - A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Ascent Environmental for the Housing Element Update and Appropriation of Funds.

### BACKGROUND / ISSUE

The City’s Housing Element is one of seven mandatory elements of the City of Folsom General Plan and is a critical component of the City’s blueprint to providing affordable housing opportunities in the community. Rules regarding Housing Elements are found in the California Government Code Sections 65580-65589. Unlike the other mandatory general plan elements, the housing element is required to be updated every eight years. It is also subject to detailed statutory requirements and mandatory review and certification by the State Department of Housing and Community Development (HCD).

The City’s current Housing Element was adopted in August 2013 and covers the January 1, 2013 through October 31, 2021 planning period. The upcoming sixth cycle Housing Element will cover the 2021 through 2029 planning period and will reassess the community’s housing-related goals and objectives, while addressing issues and establishing objectives with respect to a wide range of possible housing related programs. The sixth cycle also presents several new challenges for the City in terms of meeting an increased Regional Housing Needs Assessment (RHNA) and navigating new state laws pertaining to housing.

**POLICY / RULE**

In accordance with Chapter 2.36 of the Folsom Municipal Code, professional services contracts of \$62,014 or greater shall be approved by the City Council.

**ANALYSIS**

As previously indicated, the sixth cycle Housing Element update presents a number of challenges for the City. The City will need to accommodate a much higher lower-income housing need, which will likely require the City to rezone land for higher-density housing. In addition, new changes in state laws related to no-net loss zoning (SB 166) create new pressures for the City to ensure that sites identified for lower-income housing are not lost to market-rate housing. As such, it is critical that the City work with a consultant team with statewide housing experience and who is familiar with challenges and opportunities facing the City during this sixth cycle Housing Element planning period.

A request for Proposal (RFP) for the 2021 Housing Element Update was issued on October 7, 2019 and emailed to 10 different consulting firms experienced with housing element updates. One proposal, from Ascent Environmental, was received by the November 19, 2019 RFP deadline. City staff reviewed Ascent's proposal carefully and found both the approach and cost estimate thoughtful, reasonable and on point. The proposed consultant agreement is for \$158,153. Ascent's project manager has extensive experience preparing over 50 housing elements for jurisdictions throughout California, including the City's 2009 and 2013 Housing Elements. Furthermore, Ascent was one of the consultants instrumental in preparing the 2035 General Plan and thus very familiar with the City's new General Plan policies, including mixed-use corridors, transit priority areas and community design standards policies that will affect the housing element update.

With assistance from City staff, the consultant team will prepare an update of the City's Housing Element in compliance with State Government Code Section 65583 for the 2021-2029 planning period and at a minimum will address the following tasks:

1. Review the current Housing Element goals, objectives, policies and programs to ensure consistency with both the recently adopted General Plan and the Zoning Code Update and make recommendations if needed.
2. Analyze and review recently enacted state housing and general plan laws and where applicable, make recommendations to the City on their implementation and incorporation into the City's Housing Element, General Plan, City codes and regulations.
3. Update the City's housing needs analysis using demographic projections consistent with the most recent Sacramento Area Council of Governments (SACOG) projections for the City.



4. Prepare an updated land inventory and analysis of land suitable for residential development, including vacant sites, sites having potential for redevelopment and sites having potential to be rezoned to meet RHNA requirements.
5. Assess housing conditions and immediate needs, including special housing needs.
6. Analyze potential and actual governmental and non-governmental constraints.
7. Recommend housing policy initiatives that will benefit the local housing market, preserve existing neighborhoods and communities, remove governmental constraints and meet the needs of Folsom's population.
8. Identify policies and programs to encourage developers to increase the supply of very-low, low- and moderate-income housing options in Folsom.
9. Prepare an environmental checklist to support impact determinations and document whether the Housing Element update is within the scope of the General Plan Update EIR.

**FINANCIAL IMPACT**

There are sufficient funds currently available in the Community Housing Fund (Fund 238) in the amount of \$158,153 for this agreement, however an appropriation will be required. Staff is requesting an additional appropriation in the Community Housing Fund (Fund 238) in the amount of \$158,153. The additional appropriation will come from the current fund balance in the Community Housing Fund.

**ENVIRONMENTAL REVIEW**

The execution of a contract to update the City Housing Element is not considered a project under the California Environment Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3). As a result, these actions are exempt from environmental review. The Housing Element Update itself will be required to include environmental review and thus prior to adoption of the updated Housing element, environmental review will be conducted and the appropriate environmental document prepared. This will be presented to the City Council at the time of adoption.

**ATTACHMENT**

Resolution No. 10383 – A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Ascent Environmental for the Housing Element Update and Appropriation of Funds

Submitted,  
  
\_\_\_\_\_  
Pam Johns, Community Development Director

**RESOLUTION NO. 10383**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ASCENT ENVIRONMENTAL FOR THE HOUSING ELEMENT UPDATE AND APPROPRIATION OF FUNDS**

**WHEREAS**, the City of Folsom desires to update the City’s Housing Element; and

**WHEREAS**, the City of Folsom has developed a Scope of Work for the required consulting services; and

**WHEREAS**, Ascent Environmental, by reasons of their experience for performing these types of service, is qualified to perform the required consulting services; and

**WHEREAS**, an appropriation of \$158,153 will be required for the Housing Element Update; and

**WHEREAS**, adequate funds are available in the Community Housing Fund (Fund 238) for the update; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom authorizes the City Manager to execute a Professional Services Agreement with Ascent Environmental for the Housing Element Update.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the Chief Financial Officer is directed to appropriate \$158,153 in the Community Housing Fund (Fund 238) for Housing Element Update. The appropriation will be from the Community Housing Fund current fund balance.

**PASSED AND ADOPTED** this 28th day of January 2020, by the following roll-call vote:

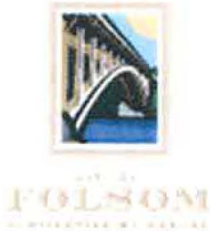
- AYES:** Council Member(s):
- NOES:** Council Member(s):
- ABSENT:** Council Member(s):
- ABSTAIN:** Council Member(s):

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK

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# Folsom City Council Staff Report



<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Consent Calendar
<b>SUBJECT:</b>	Resolution No. 10385 – A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2020 and Appropriation of Funds
<b>FROM:</b>	Community Development Department

### RECOMMENDATION / CITY COUNCIL ACTION

The Community Development Department recommends that the City Council pass and adopt Resolution No. 10385 - A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2020 and Appropriation of Funds.

### BACKGROUND / ISSUE

Trees are a treasured asset in Folsom and have widespread value and benefits to our community. Folsom’s new 2035 General Plan outlines policies for tree preservation, planting of native species, as well as tree planting for shade, community beautification, and to reduce the heat island effect.

The City’s original Tree Preservation Ordinance (Chapter 12.16 of the Folsom Municipal Code) was adopted in 1996. On January 14, 2020, the City Council introduced an update to the Tree Preservation Ordinance to address specific gaps, ambiguities and incorporate current best management practices so that the regulations are clear, easy to follow, and help preserve and maintain healthy trees in Folsom (second reading and adoption at this meeting). At the same time, the City Council updated the Tree Mitigation Fees to better align with cost of replacement planting and maintenance. The new Ordinance and corresponding Tree Mitigation Fee go into effect April 1, 2020.

Under both the existing and new Tree Preservation Ordinance, one option for mitigation to remove a protected tree is payment of an in-lieu fee. In lieu fee payments are put into the City's Tree Planting and Replacement Fund, which can and have been used for tree planting and revegetation projects, to purchase tree mitigation sites, and for the retention of a City Arborist over the years.

Currently, the City has one Arborist overseeing all tree permits, landscape plan reviews associated with development activity, monitoring tree planting and construction activity around protected trees, monitoring tree mitigation plantings, and facilitating annual Arbor Day activities. Given the volume and corresponding focus on development activity over the last two years, the Fund has grown without significant expenditures for planting and replacement.

In order to improve and expand the City's tree canopy/urban forest consistent with the 2035 General Plan and as intended through the Tree Planting and Replacement Fund, Staff is recommending a new partnership with Sacramento Tree Foundation over the next three year period to create and implement new tree programs and provide services for tree planting and maintenance using the Tree Planting and Replacement Fund.

**POLICY / RULE**

Folsom Municipal Code Section 2.36 requires that contracts in excess of \$62,014 be awarded by the City Council.

**ANALYSIS**

A Request for Proposals was distributed to tree service companies and organizations in the region and posted to the City's website. The City received three proposals and a City proposal review team ranked the proposals, ultimately choosing the Sacramento Tree Foundation to provide the requested services. Specifically, the services are intended to increase the City's urban forest through new programs and services for tree planting, replacement and maintenance as outlined below.

1. New Programs. Sacramento Tree Foundation would create and implement new tree programs, materials and events in Folsom including, but not limited to the following:
  - a) Create a program to work with existing neighborhoods through neighborhood associations and other homeowner groups utilizing outreach techniques to plant, maintain, supplement, and/or replace street trees as appropriate, leveraging and administering SMUD Shade Tree Program.
  - b) Create and market volunteer programs and events to enhance the City's urban forest (e.g., Annual Fall Tree Planting, Community Service Day Projects).
  - c) Create and facilitate tree planting projects associated with Adopt-A-Trail Program.
  - d) Create educational, marketing and outreach materials regarding the value and proper maintenance of trees.

- e) Create long term maintenance and replacement programs for existing street tree corridors (succession planning, under-canopied areas).

At a minimum, Sacramento Tree Foundation would provide a dedicated half-time on-site staff resource, along with supplemental staffing expertise (off-site) in support of approved programs for an anticipated three-year period. The cost of supplemental expertise for creation and implementation of these programs would be based on time and materials with fixed hourly bill rates not to exceed an annual cost of \$60,000 and total cost of \$180,000 for the three-year period.

- 2. Native Tree Replacement Program. Sacramento Tree Foundation would create and manage a Native Tree Replacement Program to facilitate replacement planting and maintenance funded by the City's tree mitigation fees. The program goal is to plant and maintain up to 300 replacement inches of native trees on property owned or maintained by the City of Folsom each year for the next three years. As outlined in the Nexus Study for the recent increase in the Tree Mitigation Fee, the estimated cost for one-inch native tree replacement including the planting plan/design, site preparation, irrigation, planting materials, labor, irrigation and vegetation management, monitoring and replacement for a three-year period to ensure 100% survival of mitigation trees is approximately \$389. Cost will vary depending on replanting project scale, location, tree size and species, irrigation method, etc.

Each year, City Staff will identify one or more priority tree planting projects from the City's current Tree Mitigation Planting Site Map (to be developed and updated annually) with a general project description for each project. Sacramento Tree Foundation would then prepare a planting, irrigation and maintenance plan along with a corresponding cost estimate for each of the priority projects based generally on the per unit cost estimates outlined in the contract. City Staff will work with the Sacramento Tree Foundation to finalize plans and authorize work to proceed on the specific tree planting projects with a total annual cost not to exceed \$100,000 and a total cost of \$300,000 for the three-year period.

The total contract with Sacramento Tree Foundation would be in the amount of \$160,000 per year for 3 years for a total of \$480,000.

**FINANCIAL IMPACT**

This project was not included in the City's Fiscal Year 2019-20 Operating Budget. However, funds are available in the Tree Planting and Replacement Fund (Fund 226). Staff is requesting an additional appropriation of \$160,000 in FY 2019-20 to be appropriated to the Tree Planting and Replacement Fund (Fund 226). The additional appropriation will come from the available Fund balance which is currently \$1.039 million. The additional two years will be budgeted during the future budget process.

**ENVIRONMENTAL REVIEW**

Program and planting services are exempt from environmental review.

**ATTACHMENTS**

Resolution No. 10385 – A Resolution Authorizing the City Manager to Execute a Contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2020 and Appropriation of Funds.

Submitted,  
  
\_\_\_\_\_  
Pam Johns, Community Development Director



**RESOLUTION NO. 10385**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SACRAMENTO TREE FOUNDATION FOR TREE PROGRAMS AND TREE PLANTING AND MAINTENANCE FOR THREE YEARS COMMENCING 2020 AND APPROPRIATION OF FUNDS**

**WHEREAS**, the City desires to improve and expand the City’s tree canopy/urban forest consistent with the 2035 General Plan Staff by creating and implementing new tree programs and services for tree planting and maintenance using the Tree Planting and Replacement Fund; and

**WHEREAS**, Sacramento Tree Foundation responded to the Request for Proposals and was chosen by City staff to provide the program, planting and maintenance services; and

**WHEREAS**, this project was not included in the City’s Fiscal Year 2019 - 20 Operating Budget. The agreement would be in the amount of \$160,000 per year for three years, for a total not-to-exceed amount of \$480,000; and

**WHEREAS**, sufficient funds are available in the Tree Planting and Replacement Fund (Fund 226) an additional appropriation will be required; 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 contract with Sacramento Tree Foundation for Tree Programs and Tree Planting and Maintenance for Three Years Commencing 2020; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Finance Director is authorized to appropriate \$160,000 in the Tree Planting and Replacement Fund (Fund 226) in FY 2019-20. The funding will be from current fund balance in the Tree Planting and Replacement Fund; and,

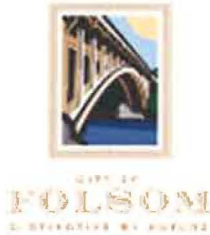
**PASSED AND ADOPTED** this 28<sup>th</sup> day of January, 2020, by the following roll-call vote:

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

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK



## Folsom City Council Staff Report

<b>MEETING DATE:</b>	1/28/2020
<b>AGENDA SECTION:</b>	Old Business
<b>SUBJECT:</b>	Resolution No. 10384 - A Resolution of the City Council Amending Attachment 1 to Resolution No. 10362 Pertaining to the Folsom Plan Area Water Surcharge in the Proposition 218 Notice
<b>FROM:</b>	Environmental and Water Resources Department

**RECOMMENDATION / CITY COUNCIL ACTION**

The Environmental and Water Resources Department recommends the City Council pass and adopt Resolution No. 10384 - A Resolution of the City Council Amending Attachment 1 to Resolution No. 10362 Pertaining to the Folsom Plan Area Water Surcharge in the Proposition 218 Notice

**BACKGROUND / ISSUE**

On December 10, 2019, the Folsom City Council conducted a Public Hearing regarding proposed increases to water, wastewater, and solid waste rates. Following the Public Hearing and in compliance with Proposition 218, the Folsom City Council approved Resolution No. 10362 and established new water rates. City Council also adopted similar resolutions for wastewater and solid waste utilities.

Included in Resolution No. 10362 adopted by the City Council on December 10, 2019 was Attachment 1 that identified the new water rates approved by City Council. These new water rates, along with wastewater and solid waste rates, will go into effect on February 1, 2020. Upon further review of Resolution No. 10362, staff noticed that the Folsom Plan Area (FPA) water surcharge was inadvertently and unintentionally omitted in Attachment 1. The FPA surcharge is a reimbursement of the cost for 5,000 acre-feet (AF) of water made available to serve the FPA and the analysis is included in the water rate study.

**POLICY / RULE**

In accordance with Chapter 3.20.063 of the Folsom Municipal Code, new municipal service charges shall be set by resolution approved by the City Council.

**ANALYSIS**

On December 11, 2012, Folsom City Council approved Resolution No. 9097, which among other things, approved a Water Supply and Facilities Financing Plan and Agreement between the City of Folsom and Folsom Plan Area (FPA) Landowners for a water supply for the Folsom Plan Area. This agreement provided for a reimbursement from the Landowners to the City for 5,000 AF of water supplies made available under the City’s agreement with Golden State Water Company, which is a “take or pay” contract. The Landowner’s reimbursement obligation for such water supplies will be reduced on a pro-rata basis as each Equivalent Dwelling Unit (EDU) in the FPA receives water service from the City. This is a similar process defined in the East Area surcharge.

On August 27, 2019, the City of Folsom conducted a Public Workshop regarding the current rate structure of each utility. During the Public Workshop, staff presented projected revenues and expenses to meet current and future needs of each utility. These included costs associated with additional staffing requirements, reinvestment in capital projects, replacement of vehicles, operations and maintenance, and unfunded state mandates. City staff provided an overview of each utility and the cost drivers for each utility for the next five years compared to projected revenues under current rate structures.

On September 10, 2019, staff again presented the proposed rates for each utility and answered questions from City Council. During this meeting, City Council approved Resolution No. 10337 authoring the issuance of a Proposition 218 notice for proposed five-year rate adjustments for solid waste, water, and wastewater utilities. As required by Proposition 218, the City notified all property owners or customers of record at least 45 days prior to the December 10, 2019 Public Hearing. The City also conducted a public Open House Workshop on November 6, 2019 to discuss the proposed rate increases and answer customer questions.

As provided in the Proposition 218 notice, the FPA surcharge for residential customers is \$9.20 per month and \$0.85 per one-hundred cubic feet (CCF) for non-residential customers. This FPA surcharge was omitted from Attachment 1 to Resolution No. 10362. The Folsom Plan Area surcharge is also subject to annual increases based on the Engineering News Record Construction Index (ENR CCI), 20-city average. This is consistent with the terms included in the City’s agreement with Golden State Water Company.

On December 10, 2019, the Folsom City Council conducted a Public Hearing regarding proposed increases to water, wastewater, and solid waste rates. Following the Public Hearing and in compliance with Proposition 218, the Folsom City Council approved Resolution No. 10362 and established new water rates.

Since the FPA water surcharge was included in the Proposition 218 notice and was intended to be part of the new water rates adopted by the City Council on December 10, 2019 in Resolution No. 10362, staff has corrected the inadvertent error and prepared an updated Attachment 1 that includes the FPA water surcharge. Staff respectfully requests that the City Council adopt this Resolution to replace the original Attachment 1 with the updated Attachment 1 that includes the FPA surcharge shown in the Proposition 218 notice. As with the other approved rate increases, this FPA surcharge will be effective February 1, 2020.

**ENVIRONMENTAL REVIEW**

Establishment of rates, tolls, fares and other charges by a public agency is exempt from environmental review under Section 15273 of the California Environmental Quality Act Guidelines.

**ATTACHMENTS**

1. Resolution No. 10384 - A Resolution of the City Council Amending Attachment 1 to Resolution No. 10362 Pertaining to the Folsom Plan Area Water Surcharge in the Proposition 218 Notice
2. Resolution No. 10362 - A Resolution of the City Council Setting Forth Results of Protests in Connection with Utility Rate Hearing Conducted Pursuant to Proposition 218 and Establishing New Water Rates

Submitted,

  
\_\_\_\_\_  
Marcus Yasutake, Director  
ENVIRONMENTAL & WATER RESOURCES DEPARTMENT

**ATTACHMENT 1**

**RESOLUTION NO. 10384**

**A RESOLUTION OF THE CITY COUNCIL AMENDING ATTACHMENT 1 TO  
RESOLUTION NO. 10362 PERTAINING TO THE FOLSOM PLAN AREA  
WATER SURCHARGE IN THE PROPOSITION 218 NOTICE**

**WHEREAS**, Article XIIIID, Section 6 of the California Constitution requires the City Council to consider written protests to certain proposed increases to rates (fees or charges) for utility services; and

**WHEREAS**, rate studies performed for the City’s water, wastewater and solid waste enterprises recommended increases to the utility rates in order to meet the utilities’ on-going and future operational needs and capital infrastructure requirements; and

**WHEREAS**, the City Council reviewed the details of the financial analysis and proposed utility rates and Folsom Plan Area water surcharge at a Public Workshop on August 27, 2019, and on September 10, 2019 authorized the issuance of Proposition 218 notice for proposed 5-year rate adjustments for water, wastewater and solid waste utilities; and

**WHEREAS**, notices of the proposed Folsom Plan Area water surcharge and rate increases for water, wastewater and solid waste utilities, and the date, time and place of the December 10, 2019 public hearing to consider the proposed rate increases were mailed to all parcel owners subject to the proposed increases at least 45 days prior to the public hearing; and

**WHEREAS**, the City Council conducted a noticed public hearing for the proposed Folsom Plan Area water surcharge and rate increases for water, wastewater and solid waste utilities on December 10, 2019, received public comments and considered the results of protest proceedings in accordance with Proposition 218; and

**WHEREAS**, the City Clerk tabulated all valid protests received by the conclusion of the December 10, 2019 public hearing against the proposed rate increases for water, wastewater and solid waste utilities, and determined that the number of protests received did not constitute a majority protest (50% plus 1); and

**WHEREAS**, given the absence of majority protest, the City Council passed and adopted Resolution No. 10362 at the conclusion of the public hearing on December 10, 2019 and established new water rates as shown in the Proposition 218 notice; and

**WHEREAS**, in adopting Resolution No. 10362, the City Council intended that all new water rates shown in the Proposition 218 notice, including but not limited to the Folsom Plan Area water surcharge, be part of the new water rates approved on December 10, 2019; and

**WHEREAS**, the Folsom Plan Area surcharge will be updated annually based on the Engineering News Record Construction Cost Index (ENR CCI), 20-city average; and

**WHEREAS**, while the Folsom Plan Area water surcharge was included in the Proposition 218 notice, it was inadvertently and unintentionally omitted from Attachment 1 to Resolution No. 10362; and

**WHEREAS**, City staff has corrected this inadvertent error and prepared an updated Attachment 1 that includes the Folsom Plan Area water surcharge as part of the new water rates.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that Attachment 1 attached to this Resolution shall supersede and replace Attachment 1 originally attached to Resolution No. 10362.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of January 2020, by the following roll-call vote:

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

\_\_\_\_\_  
Sarah Aquino, MAYOR

ATTEST:

\_\_\_\_\_  
Christa Freemantle, CITY CLERK



**ATTACHMENT 1  
TO  
RESOLUTION NO. 10362**

**(WATER RATES AND FOLSOM PLAN AREA SURCHARGE)**

	Present	2/1/2020	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024
<b>RESIDENTIAL</b>							
<b>Monthly Fixed Charge</b>							
SFR (1") Base	\$15.00	\$18.10	\$18.10	\$18.10	\$20.09	\$20.09	\$20.09
SFR Low Income	9.45	11.40	11.40	11.40	12.65	12.65	12.65
Manufactured Home	6.83	8.24	8.24	8.24	9.15	9.15	9.15
Manufacture L.I.	4.27	5.15	5.15	5.15	5.72	5.72	5.72
Condo	9.45	11.40	11.40	11.40	12.66	12.66	12.66
Commercial/Residential	4.27	5.15	5.15	5.15	5.72	5.72	5.72
<b>Commodity (CCF)</b>							
0 - 20	\$1.08	\$1.36	\$1.36	\$1.36	\$1.51	\$1.51	\$1.51
20 - 40	1.30	1.45	1.45	1.45	1.61	1.61	1.61
Over 40	1.60	1.58	1.58	1.58	1.75	1.75	1.75
<b>NONRESIDENTIAL</b>							
<b>Monthly Fixed Charge</b>							
5/8"	\$12.61	\$12.06	\$12.06	\$12.06	\$13.39	\$13.39	\$13.39
3/4"	18.62	18.09	18.09	18.09	20.08	20.08	20.08
1"	26.88	30.15	30.15	30.15	33.47	33.47	33.47
1.5"	52.68	60.30	60.30	60.30	66.93	66.93	66.93
2"	84.29	96.48	96.48	96.48	107.09	107.09	107.09
3"	156.31	180.90	180.90	180.90	200.80	200.80	200.80
4"	259.82	301.50	301.50	301.50	334.67	334.67	334.67
6"	518.22	603.00	603.00	603.00	669.33	669.33	669.33
8"	828.84	964.80	964.80	964.80	1,070.93	1,070.93	1,070.93
10"	1,191.69	1,386.90	1,386.90	1,386.90	1,539.46	1,539.46	1,539.46
12"	1,712.97	2,035.13	2,035.13	2,035.13	2,258.99	2,258.99	2,258.99
<b>Consumption Charges (\$/CCF)</b>							
All Consumption	\$1.12	\$1.40	\$1.40	\$1.40	\$1.55	\$1.55	\$1.55

**Folsom Plan Area Surcharge**

Residential: \$9.20 per month  
 Non-Residential: \$0.85 per CCF

ATTACHMENT 2

**RESOLUTION NO. 10362**

**A RESOLUTION OF THE CITY COUNCIL SETTING FORTH  
RESULTS OF PROTESTS IN CONNECTION WITH UTILITY RATE HEARING  
CONDUCTED PURSUANT TO PROPOSITION 218 AND  
ESTABLISHING NEW WATER RATES**

**WHEREAS**, Article XIIIID, Section 6 of the California Constitution requires the City Council to consider written protests to certain proposed increases to rates (fees or charges) for utility services; and

**WHEREAS**, at its regular meeting on September 24, 2019, the City Council adopted Resolution No. 10339 establishing procedures for the submission and tabulation of protests in connection with rate hearings conducted pursuant to the requirements set forth in Article XIIIID of the California Constitution to help ensure that the rights of those persons that are authorized to protest service charges are preserved; and

**WHEREAS**, rate studies performed for the City's water, wastewater and solid waste enterprises recommended increases to the utility rates in order to meet the utilities' on-going and future operational needs and capital infrastructure requirements; and

**WHEREAS**, the City Council reviewed the details of the financial analysis and proposed utility rates at a Public Workshop on August 27, 2019, and on September 10, 2019 authorized the issuance of Proposition 218 notice for proposed 5-year rate adjustments for water, wastewater and solid waste utilities; and

**WHEREAS**, notices of the proposed rate increases for water, wastewater and solid waste utilities and the date, time and place of the December 10, 2019 public hearing to consider the proposed rate increases were mailed to all parcel owners subject to the proposed increases at least 45 days prior to the public hearing; and

**WHEREAS**, the City Council conducted a noticed public hearing for the proposed rate increases for water, wastewater and solid waste utilities on December 10, 2019, received public comments and considered the results of protest proceedings in accordance with Proposition 218; and

**WHEREAS**, the City Clerk has tabulated all valid protests received by the conclusion of the December 10, 2019 public hearing against the proposed rate increases for water, wastewater and solid waste utilities, and has determined that the number of valid protests received is insufficient to constitute a majority protest (50% plus 1).

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

SECTION 1: Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2: Protest Threshold. The number of parcels eligible to file a protest to the proposed water rates increase for residential and non-residential customers is 22,352. The number of valid protests required to prevent adoption of a proposed water rates increase is 11,177.

SECTION 3: Protest Votes. The number of valid protests to the proposed increase in water rates received by the City at the end of the December 10, 2019, public hearing was 201.

SECTION 4: Results of Protests. The tabulations by the City Clerk of the number of valid protests received on the proposed water rates increase are accepted and set forth that the protest results conclude that there is an insufficient number of valid protests received to constitute a majority protest to the proposed water rates increase, whereby allowing the consideration to adopt proposed increases to said water rates.

SECTION 5: Adoption of Rate Increases. The new water rates shown in Attachment 1 attached to this Resolution are hereby approved and adopted.

SECTION 6: Effective Date of New Rates. New rates will take effect February 1, 2020.

**PASSED AND ADOPTED** on this 10th day of December 2019, by the following roll-call vote:

**AYES:** Council Member(s): Aquino, Kozlowski, Sheldon, Howell

**NOES:** Council Member(s): Gaylord

**ABSENT:** Council Member(s): None

**ABSTAIN:** Council Member(s): None

  
Kerri M. Howell, MAYOR

ATTEST:

  
Christa Freemantle, CITY CLERK

**ATTACHMENT 1  
TO  
RESOLUTION NO. 10362  
  
(WATER RATES)**

	Present	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
<b>RESIDENTIAL</b>							
<u>Monthly Fixed Charge</u>							
SFR (1") Base	\$15.00	\$18.10	\$18.10	\$18.10	\$20.09	\$20.09	\$20.09
SFR Low Income	9.45	11.40	11.40	11.40	12.65	12.65	12.65
Manufactured Home	6.83	8.24	8.24	8.24	9.15	9.15	9.15
Manufacture L.I.	4.27	5.15	5.15	5.15	5.72	5.72	5.72
Condo	9.45	11.40	11.40	11.40	12.66	12.66	12.66
Commercial/Residential	4.27	5.15	5.15	5.15	5.72	5.72	5.72
<u>Commodity (CCF)</u>							
0 - 20	\$1.08	\$1.36	\$1.36	\$1.36	\$1.51	\$1.51	\$1.51
20 - 40	1.30	1.45	1.45	1.45	1.61	1.61	1.61
Over 40	1.60	1.58	1.58	1.58	1.75	1.75	1.75
<b>NONRESIDENTIAL</b>							
<u>Monthly Fixed Charge</u>							
5/8"	\$12.61	\$12.06	\$12.06	\$12.06	\$13.39	\$13.39	\$13.39
3/4"	16.62	18.09	18.09	18.09	20.08	20.08	20.08
1"	26.88	30.15	30.15	30.15	33.47	33.47	33.47
1.5"	52.68	60.30	60.30	60.30	66.93	66.93	66.93
2"	84.29	96.48	96.48	96.48	107.09	107.09	107.09
3"	156.31	180.90	180.90	180.90	200.80	200.80	200.80
4"	259.82	301.50	301.50	301.50	334.67	334.67	334.67
6"	518.22	603.00	603.00	603.00	669.33	669.33	669.33
8"	828.84	964.80	964.80	964.80	1,070.93	1,070.93	1,070.93
10"	1,191.69	1,386.90	1,386.90	1,386.90	1,539.46	1,539.46	1,539.46
12"	1,712.97	2,035.13	2,035.13	2,035.13	2,258.99	2,258.99	2,258.99
<u>Consumption Charges (\$/CCF)</u>							
All Consumption	\$1.12	\$1.40	\$1.40	\$1.40	\$1.55	\$1.55	\$1.55

City of Folsom - Water Rates Residential Monthly Bill Comparison Year 2020 7 Months Present Rate and 5 Months New Rate					
Size	Consumption (\$/CCF)	Present Residential	Proposed Rates	Difference	
				Amount	Percent
<b>SFR (1") Base</b>					
	0	\$15.00	\$16.29	\$1.29	8.6%
	1	16.08	17.49	1.41	8.8%
	2	17.16	18.69	1.53	8.9%
	3	18.24	19.88	1.64	9.0%
	4	19.32	21.08	1.76	9.1%
	5	20.40	22.28	1.88	9.2%
	6	21.48	23.47	1.99	9.3%
	7	22.56	24.67	2.11	9.3%
	8	23.64	25.87	2.23	9.4%
	9	24.72	27.06	2.34	9.5%
	10	25.80	28.26	2.46	9.5%
	11	26.88	29.46	2.58	9.6%
	12	27.96	30.65	2.69	9.6%
	13	29.04	31.85	2.81	9.7%
	14	30.12	33.05	2.93	9.7%
	16	32.28	35.44	3.16	9.8%
	20	36.60	40.23	3.63	9.9%
	25	43.10	47.04	3.94	9.1%
	30	49.60	53.85	4.25	8.6%
	35	56.10	60.66	4.56	8.1%
	40	62.60	67.48	4.87	7.8%
	45	70.60	75.43	4.83	6.8%
	50	78.60	83.39	4.79	6.1%
PRESENT RATES			PROPOSED RATES		
<u>Monthly Base Charge</u>			<u>Monthly Base Charge</u>		
SFR (1") Base	\$15.00		SFR (1") Base	\$18.10	
Manufactured Home	6.83		Manufactured Home	8.24	
Condo	9.45		Condo	11.40	
Commercial/Residential	4.27		Commercial/Residential	5.15	
<u>Commodity (CCF)</u>			<u>Commodity (CCF)</u>		
Block 1: 0 - 20 CF	\$1.08		Block 1: 0 - 20 CF	\$1.36	
Block 2: 20 - 40 CF	1.30		Block 2: 20 - 40 CF	1.45	
Block 3: Over 40 CF	1.60		Block 3: Over 40 CF	1.58	



**City of Folsom - Water Rates  
Residential Monthly Bill Comparison  
Year 2021**

Size	Consumption (\$/CCF)	Present Residential	Proposed Rates	Difference	
				Amount	Percent
<b>SFR (1") Base</b>					
0		\$18.10	\$18.10	\$0.00	0.0%
1		19.46	19.46	0.00	0.0%
2		20.82	20.82	0.00	0.0%
3		22.18	22.18	0.00	0.0%
4		23.54	23.54	0.00	0.0%
5		24.90	24.90	0.00	0.0%
6		26.26	26.26	0.00	0.0%
7		27.62	27.62	0.00	0.0%
8		28.98	28.98	0.00	0.0%
9		30.34	30.34	0.00	0.0%
10		31.70	31.70	0.00	0.0%
11		33.06	33.06	0.00	0.0%
12		34.42	34.42	0.00	0.0%
13		35.78	35.78	0.00	0.0%
14		37.14	37.14	0.00	0.0%
16		39.86	39.86	0.00	0.0%
20		45.30	45.30	0.00	0.0%
25		52.55	52.55	0.00	0.0%
30		59.80	59.80	0.00	0.0%
35		67.05	67.05	0.00	0.0%
40		74.30	74.30	0.00	0.0%
45		82.20	82.20	0.00	0.0%
50		90.10	90.10	0.00	0.0%

<b>PRESENT RATES</b>		<b>PROPOSED RATES</b>	
<u>Monthly Base Charge</u>		<u>Monthly Base Charge</u>	
SFR (1") Base	\$18.10	SFR (1") Base	\$18.10
Manufactured Home	8.24	Manufactured Home	8.24
Condo	11.40	Condo	11.40
Commercial/Residential	5.15	Commercial/Residential	5.15
<u>Commodity (CCF)</u>		<u>Commodity (CCF)</u>	
Block 1: 0 - 20 CF	\$1.36	Block 1: 0 - 20 CF	\$1.36
Block 2: 20 - 40 CF	1.45	Block 2: 20 - 40 CF	1.45
Block 3: Over 40 CF	1.58	Block 3: Over 40 CF	1.58

**City of Folsom - Water Rates  
Residential Monthly Bill Comparison  
Year 2022**

Size	Consumption (\$/CCF)	Present Residential	Proposed Rates	Difference	
				Amount	Percent
<b>SFR (1") Base</b>					
	0	\$18.10	\$18.10	\$0.00	0.0%
	1	19.46	19.46	0.00	0.0%
	2	20.82	20.82	0.00	0.0%
	3	22.18	22.18	0.00	0.0%
	4	23.54	23.54	0.00	0.0%
	5	24.90	24.90	0.00	0.0%
	6	26.26	26.26	0.00	0.0%
	7	27.62	27.62	0.00	0.0%
	8	28.98	28.98	0.00	0.0%
	9	30.34	30.34	0.00	0.0%
	10	31.70	31.70	0.00	0.0%
	11	33.06	33.06	0.00	0.0%
	12	34.42	34.42	0.00	0.0%
	13	35.78	35.78	0.00	0.0%
	14	37.14	37.14	0.00	0.0%
	16	39.86	39.86	0.00	0.0%
	20	45.30	45.30	0.00	0.0%
	25	52.55	52.55	0.00	0.0%
	30	59.80	59.80	0.00	0.0%
	35	67.05	67.05	0.00	0.0%
	40	74.30	74.30	0.00	0.0%
	45	82.20	82.20	0.00	0.0%
	50	90.10	90.10	0.00	0.0%

<u>PRESENT RATES</u>		<u>PROPOSED RATES</u>	
<b>Monthly Base Charge</b>		<b>Monthly Base Charge</b>	
SFR (1") Base	\$18.10	SFR (1") Base	\$18.10
Manufactured Home	8.24	Manufactured Home	8.24
Condo	11.40	Condo	11.40
Commercial/Residential	5.15	Commercial/Residential	5.15
<b>Commodity (CCF)</b>		<b>Commodity (CCF)</b>	
Block 1: 0 - 20 CF	\$1.36	Block 1: 0 - 20 CF	\$1.36
Block 2: 20 - 40 CF	1.45	Block 2: 20 - 40 CF	1.45
Block 3: Over 40 CF	1.58	Block 3: Over 40 CF	1.58

**City of Folsom - Water Rates  
Residential Monthly Bill Comparison  
Year 2023**

Size	Consumption (\$/CCF)	Present Residential	Proposed Rates	Difference	
				Amount	Percent
<b>SFR (1" Base</b>					
	0	\$18.10	\$20.09	\$1.99	11.0%
	1	19.46	21.60	2.14	11.0%
	2	20.82	23.11	2.29	11.0%
	3	22.18	24.62	2.44	11.0%
	4	23.54	26.13	2.59	11.0%
	5	24.90	27.64	2.74	11.0%
	6	26.26	29.15	2.89	11.0%
	7	27.62	30.66	3.04	11.0%
	8	28.98	32.17	3.19	11.0%
	9	30.34	33.68	3.34	11.0%
	10	31.70	35.19	3.49	11.0%
	11	33.06	36.70	3.64	11.0%
	12	34.42	38.21	3.79	11.0%
	13	35.78	39.72	3.94	11.0%
	14	37.14	41.23	4.09	11.0%
	16	39.86	44.24	4.38	11.0%
	20	45.30	50.28	4.98	11.0%
	25	52.55	58.33	5.78	11.0%
	30	59.80	66.38	6.58	11.0%
	35	67.05	74.43	7.38	11.0%
	40	74.30	82.47	8.17	11.0%
	45	82.20	91.24	9.04	11.0%
	50	90.10	100.01	9.91	11.0%

<b>PRESENT RATES</b>		<b>PROPOSED RATES</b>	
<u>Monthly Base Charge</u>		<u>Monthly Base Charge</u>	
SFR (1" Base	\$18.10	SFR (1" Base	\$20.09
Manufactured Home	8.24	Manufactured Home	9.15
Condo	11.40	Condo	12.66
Commercial/Residential	5.15	Commercial/Residential	5.72
<u>Commodity (CCF)</u>		<u>Commodity (CCF)</u>	
Block 1: 0 - 20 CF	\$1.36	Block 1: 0 - 20 CF	\$1.51
Block 2: 20 - 40 CF	1.45	Block 2: 20 - 40 CF	1.61
Block 3: Over 40 CF	1.58	Block 3: Over 40 CF	1.75

**City of Folsom - Water Rates  
Residential Monthly Bill Comparison  
Year 2024**

Size	Consumption (\$/CCF)	Present Residential	Proposed Rates	Difference	
				Amount	Percent
<b>SFR (1") Base</b>					
	0	\$20.09	\$20.09	\$0.00	0.0%
	1	21.60	21.60	0.00	0.0%
	2	23.11	23.11	0.00	0.0%
	3	24.62	24.62	0.00	0.0%
	4	26.13	26.13	0.00	0.0%
	5	27.64	27.64	0.00	0.0%
	6	29.15	29.15	0.00	0.0%
	7	30.66	30.66	0.00	0.0%
	8	32.17	32.17	0.00	0.0%
	9	33.68	33.68	0.00	0.0%
	10	35.19	35.19	0.00	0.0%
	11	36.70	36.70	0.00	0.0%
	12	38.21	38.21	0.00	0.0%
	13	39.72	39.72	0.00	0.0%
	14	41.23	41.23	0.00	0.0%
	16	44.24	44.24	0.00	0.0%
	20	50.28	50.28	0.00	0.0%
	25	58.33	58.33	0.00	0.0%
	30	66.38	66.38	0.00	0.0%
	35	74.43	74.43	0.00	0.0%
	40	82.47	82.47	0.00	0.0%
	45	91.24	91.24	0.00	0.0%
	50	100.01	100.01	0.00	0.0%

<u>PRESENT RATES</u>		<u>PROPOSED RATES</u>	
<u>Monthly Base Charge</u>		<u>Monthly Base Charge</u>	
SFR (1") Base	\$20.09	SFR (1") Base	\$20.09
Manufactured Home	9.15	Manufactured Home	9.15
Condo	12.66	Condo	12.66
Commercial/Residential	5.72	Commercial/Residential	5.72
<u>Commodity (CCF)</u>		<u>Commodity (CCF)</u>	
Block 1: 0 - 20 CF	\$1.51	Block 1: 0 - 20 CF	\$1.51
Block 2: 20 - 40 CF	1.61	Block 2: 20 - 40 CF	1.61
Block 3: Over 40 CF	1.75	Block 3: Over 40 CF	1.75

City of Folsom - Water Rates Residential Monthly Bill Comparison Year 2025					
Size	Consumption (\$/CCF)	Present Residential	Proposed Rates	Difference	
				Amount	Percent
<b>SFR (1") Base</b>					
	0	\$20.09	\$20.09	\$0.00	0.0%
	1	21.60	21.60	0.00	0.0%
	2	23.11	23.11	0.00	0.0%
	3	24.62	24.62	0.00	0.0%
	4	26.13	26.13	0.00	0.0%
	5	27.64	27.64	0.00	0.0%
	6	29.15	29.15	0.00	0.0%
	7	30.66	30.66	0.00	0.0%
	8	32.17	32.17	0.00	0.0%
	9	33.68	33.68	0.00	0.0%
	10	35.19	35.19	0.00	0.0%
	11	36.70	36.70	0.00	0.0%
	12	38.21	38.21	0.00	0.0%
	13	39.72	39.72	0.00	0.0%
	14	41.23	41.23	0.00	0.0%
	16	44.24	44.24	0.00	0.0%
	20	50.28	50.28	0.00	0.0%
	25	58.33	58.33	0.00	0.0%
	30	66.38	66.38	0.00	0.0%
	35	74.43	74.43	0.00	0.0%
	40	82.47	82.47	0.00	0.0%
	45	91.24	91.24	0.00	0.0%
	50	100.01	100.01	0.00	0.0%
<b>PRESENT RATES</b>		<b>PROPOSED RATES</b>			
<u>Monthly Base Charge</u>		<u>Monthly Base Charge</u>			
SFR (1") Base	\$20.09	SFR (1") Base	\$20.09		
Manufactured Home	9.15	Manufactured Home	9.15		
Condo	12.66	Condo	12.66		
Commercial/Residential	5.72	Commercial/Residential	5.72		
<u>Commodity (CCF)</u>		<u>Commodity (CCF)</u>			
Block 1: 0 - 20 CF	\$1.51	Block 1: 0 - 20 CF	\$1.51		
Block 2: 20 - 40 CF	1.61	Block 2: 20 - 40 CF	1.61		
Block 3: Over 40 CF	1.75	Block 3: Over 40 CF	1.75		

**City of Folsom - Water Rates  
Non-Residential Monthly Bill Comparison  
Commercial - 2020 Rates**

Size	Consumption (\$/CCF)	Present Rates	Proposed Rates	Difference	
				Amount	Percent
1"	0	\$26.88	\$30.15	\$3.27	12.2%
	25	54.88	65.15	10.27	18.7%
	75	110.88	135.15	24.27	21.9%
	125	166.88	205.15	38.27	22.9%
	175	222.88	275.15	52.27	23.5%
	200	250.88	310.15	59.27	23.6%
	250	306.88	380.15	73.27	23.9%
	300	362.88	450.15	87.27	24.0%
	350	418.88	520.15	101.27	24.2%
	400	474.88	590.15	115.27	24.3%
	450	530.88	660.15	129.27	24.4%
	500	586.88	730.15	143.27	24.4%
	550	642.88	800.15	157.27	24.5%
	600	698.88	870.15	171.27	24.5%
	650	754.88	940.15	185.27	24.5%
	700	810.88	1,010.15	199.27	24.6%
	750	866.88	1,080.15	213.27	24.6%
	800	922.88	1,150.15	227.27	24.6%
	850	978.88	1,220.15	241.27	24.6%
	900	1,034.88	1,290.15	255.27	24.7%

**PRESENT RATES**

<u>Monthly Base Charge</u>	
5/8"	\$12.61
3/4"	16.62
1"	26.88
1.5"	52.68
2"	84.29
3"	156.31
4"	259.82
6"	518.22
8"	828.84
10"	1,191.69
12"	1,712.97

**PROPOSED RATES**

<u>Monthly Base Charge</u>	
5/8"	\$12.06
3/4"	18.09
1"	30.15
1 1/2"	60.30
2"	96.48
3"	180.90
4"	301.50
6"	603.00
8"	964.80
10"	1,386.90
12"	2,035.13

**Consumption (\$/CCF)**

All Consumption \$1.12

**Consumption (\$/CCF)**

All Consumption \$1.40

**City of Folsom - Water Rates  
Non-Residential Monthly Bill Comparison  
Commercial - 2021 Rates**

Size	Consumption (\$/CCF)	Present Rates	Proposed Rates	Difference	
				Amount	Percent
1"	0	\$30.15	\$30.15	\$0.00	0.0%
	25	65.15	65.15	0.00	0.0%
	75	135.15	135.15	0.00	0.0%
	125	205.15	205.15	0.00	0.0%
	175	275.15	275.15	0.00	0.0%
	200	310.15	310.15	0.00	0.0%
	250	380.15	380.15	0.00	0.0%
	300	450.15	450.15	0.00	0.0%
	350	520.15	520.15	0.00	0.0%
	400	590.15	590.15	0.00	0.0%
	450	660.15	660.15	0.00	0.0%
	500	730.15	730.15	0.00	0.0%
	550	800.15	800.15	0.00	0.0%
	600	870.15	870.15	0.00	0.0%
	650	940.15	940.15	0.00	0.0%
	700	1,010.15	1,010.15	0.00	0.0%
	750	1,080.15	1,080.15	0.00	0.0%
	800	1,150.15	1,150.15	0.00	0.0%
	850	1,220.15	1,220.15	0.00	0.0%
	900	1,290.15	1,290.15	0.00	0.0%

**PRESENT RATES**

Monthly Base Charge

5/8"	\$12.06
3/4"	18.09
1"	30.15
1.5"	60.30
2"	96.48
3"	180.90
4"	301.50
6"	603.00
8"	964.80
10"	1,386.90
12"	2,035.13

**PROPOSED RATES**

Monthly Base Charge

5/8"	\$12.06
3/4"	18.09
1"	30.15
1 1/2"	60.30
2"	96.48
3"	180.90
4"	301.50
6"	603.00
8"	964.80
10"	1,386.90
12"	2,035.13

Consumption (\$/CCF)  
All Consumption \$1.40

Consumption (\$/CCF)  
All Consumption \$1.40

**City of Folsom - Water Rates  
Non-Residential Monthly Bill Comparison  
Commercial - 2022 Rates**

Size	Consumption (\$/CCF)	Present Rates	Proposed Rates	Difference	
				Amount	Percent
1"	0	\$30.15	\$30.15	\$0.00	0.0%
	25	65.15	65.15	0.00	0.0%
	75	135.15	135.15	0.00	0.0%
	125	205.15	205.15	0.00	0.0%
	175	275.15	275.15	0.00	0.0%
	200	310.15	310.15	0.00	0.0%
	250	380.15	380.15	0.00	0.0%
	300	450.15	450.15	0.00	0.0%
	350	520.15	520.15	0.00	0.0%
	400	590.15	590.15	0.00	0.0%
	450	660.15	660.15	0.00	0.0%
	500	730.15	730.15	0.00	0.0%
	550	800.15	800.15	0.00	0.0%
	600	870.15	870.15	0.00	0.0%
	650	940.15	940.15	0.00	0.0%
	700	1,010.15	1,010.15	0.00	0.0%
	750	1,080.15	1,080.15	0.00	0.0%
	800	1,150.15	1,150.15	0.00	0.0%
	850	1,220.15	1,220.15	0.00	0.0%
	900	1,290.15	1,290.15	0.00	0.0%

**PRESENT RATES**

<u>Monthly Base Charge</u>	
5/8"	\$12.06
3/4"	18.09
1"	30.15
1.5"	60.30
2"	96.48
3"	180.90
4"	301.50
6"	603.00
8"	964.80
10"	1,386.90
12"	2,035.13

**PROPOSED RATES**

<u>Monthly Base Charge</u>	
5/8"	\$12.06
3/4"	18.09
1"	30.15
1 1/2"	60.30
2"	96.48
3"	180.90
4"	301.50
6"	603.00
8"	964.80
10"	1,386.90
12"	2,035.13

Consumption (\$/CCF)

All Consumption \$1.40

Consumption (\$/CCF)

All Consumption \$1.40



**City of Folsom - Water Rates  
Non-Residential Monthly Bill Comparison  
Commercial - 2023 Rates**

Size	Consumption (\$/CCF)	Present Rates	Proposed Rates	Difference	
				Amount	Percent
1"	0	\$30.15	\$33.47	\$3.32	11.0%
	25	65.15	72.22	7.07	10.9%
	75	135.15	149.72	14.57	10.8%
	125	205.15	227.22	22.07	10.8%
	175	275.15	304.72	29.57	10.7%
	200	310.15	343.47	33.32	10.7%
	250	380.15	420.97	40.82	10.7%
	300	450.15	498.47	48.32	10.7%
	350	520.15	575.97	55.82	10.7%
	400	590.15	653.47	63.32	10.7%
	450	660.15	730.97	70.82	10.7%
	500	730.15	808.47	78.32	10.7%
	550	800.15	885.97	85.82	10.7%
	600	870.15	963.47	93.32	10.7%
	650	940.15	1,040.97	100.82	10.7%
	700	1,010.15	1,118.47	108.32	10.7%
	750	1,080.15	1,195.97	115.82	10.7%
	800	1,150.15	1,273.47	123.32	10.7%
	850	1,220.15	1,350.97	130.82	10.7%
	900	1,290.15	1,428.47	138.32	10.7%

**PRESENT RATES**

<u>Monthly Base Charge</u>	
5/8"	\$12.06
3/4"	18.09
1"	30.15
1 1/2"	60.30
2"	96.48
3"	180.90
4"	301.50
6"	603.00
8"	964.80
10"	1,386.90
12"	2,035.13

**PROPOSED RATES**

<u>Monthly Base Charge</u>	
5/8"	\$13.39
3/4"	20.08
1"	33.47
1 1/2"	66.93
2"	107.09
3"	200.80
4"	334.67
6"	669.33
8"	1,070.93
10"	1,539.46
12"	2,258.99

**Consumption (\$/CCF)**

All Consumption	\$1.40
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**Consumption (\$/CCF)**

All Consumption	\$1.55
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**City of Folsom - Water Rates  
Non-Residential Monthly Bill Comparison  
Commercial - 2024 Rates**

Size	Consumption (\$/CCF)	Present Rates	Proposed Rates	Difference	
				Amount	Percent
1"	0	\$33.47	\$33.47	\$0.00	0.0%
	25	72.22	72.22	0.00	0.0%
	75	149.72	149.72	0.00	0.0%
	125	227.22	227.22	0.00	0.0%
	175	304.72	304.72	0.00	0.0%
	200	343.47	343.47	0.00	0.0%
	250	420.97	420.97	0.00	0.0%
	300	498.47	498.47	0.00	0.0%
	350	575.97	575.97	0.00	0.0%
	400	653.47	653.47	0.00	0.0%
	450	730.97	730.97	0.00	0.0%
	500	808.47	808.47	0.00	0.0%
	550	885.97	885.97	0.00	0.0%
	600	963.47	963.47	0.00	0.0%
	650	1,040.97	1,040.97	0.00	0.0%
	700	1,118.47	1,118.47	0.00	0.0%
	750	1,195.97	1,195.97	0.00	0.0%
	800	1,273.47	1,273.47	0.00	0.0%
	850	1,350.97	1,350.97	0.00	0.0%
	900	1,428.47	1,428.47	0.00	0.0%

**PRESENT RATES**

<u>Monthly Base Charge</u>	
5/8"	\$13.39
3/4"	20.08
1"	33.47
1 1/2"	66.93
2"	107.09
3"	200.80
4"	334.67
6"	669.33
8"	1,070.93
10"	1,539.46
12"	2,258.99

**PROPOSED RATES**

<u>Monthly Base Charge</u>	
5/8"	\$13.39
3/4"	20.08
1"	33.47
1 1/2"	66.93
2"	107.09
3"	200.80
4"	334.67
6"	669.33
8"	1,070.93
10"	1,539.46
12"	2,258.99

**Consumption (\$/CCF)**

All Consumption  
\$1.55

**Consumption (\$/CCF)**

All Consumption  
\$1.55

**City of Folsom - Water Rates  
Non-Residential Monthly Bill Comparison  
Commercial - 2025 Rates**

Size	Consumption (\$/CCF)	Present Rates	Proposed Rates	Difference	
				Amount	Percent
1"	0	\$33.47	\$33.47	\$0.00	0.0%
	25	72.22	72.22	0.00	0.0%
	75	149.72	149.72	0.00	0.0%
	125	227.22	227.22	0.00	0.0%
	175	304.72	304.72	0.00	0.0%
	200	343.47	343.47	0.00	0.0%
	250	420.97	420.97	0.00	0.0%
	300	498.47	498.47	0.00	0.0%
	350	575.97	575.97	0.00	0.0%
	400	653.47	653.47	0.00	0.0%
	450	730.97	730.97	0.00	0.0%
	500	808.47	808.47	0.00	0.0%
	550	885.97	885.97	0.00	0.0%
	600	963.47	963.47	0.00	0.0%
	650	1,040.97	1,040.97	0.00	0.0%
	700	1,118.47	1,118.47	0.00	0.0%
	750	1,195.97	1,195.97	0.00	0.0%
	800	1,273.47	1,273.47	0.00	0.0%
	850	1,350.97	1,350.97	0.00	0.0%
	900	1,428.47	1,428.47	0.00	0.0%

**PRESENT RATES**

<u>Monthly Base Charge</u>	
5/8"	\$13.39
3/4"	20.08
1"	33.47
1 1/2"	66.93
2"	107.09
3"	200.80
4"	334.67
6"	669.33
8"	1,070.93
10"	1,539.46
12"	2,258.99
<b><u>Consumption (\$/CCF)</u></b>	
All Consumption	\$1.55

**PROPOSED RATES**

<u>Monthly Base Charge</u>	
5/8"	\$13.39
3/4"	20.08
1"	33.47
1 1/2"	66.93
2"	107.09
3"	200.80
4"	334.67
6"	669.33
8"	1,070.93
10"	1,539.46
12"	2,258.99
<b><u>Consumption (\$/CCF)</u></b>	
All Consumption	\$1.55

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CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

Date: January 23, 2020

To: Mayor and City Council Members

From: Office of Management and Budget

Subject: Budget for FY 2020-21 – Introduction to the Budget and Requests for Budget Priorities

Staff will provide a brief introduction, revisit the budget questions asked of the council at the January 14, 2020 meeting, and seek direction from the council regarding priorities for the Fiscal Year 2020-21 Budget. Included as Attachment 1 is the list of questions presented during the January 14, 2020 council meeting, Attachment 2 are the pie charts that were provided in a follow-up email from the City Manager on January 15, 2020 and Attachment 3 is a listing of current contracts, by City Department.

Submitted,

A handwritten signature in blue ink, appearing to read 'Stacey Tamagni', is written over a horizontal line.

Stacey Tamagni  
Finance Director

**ATTACHMENT 1**

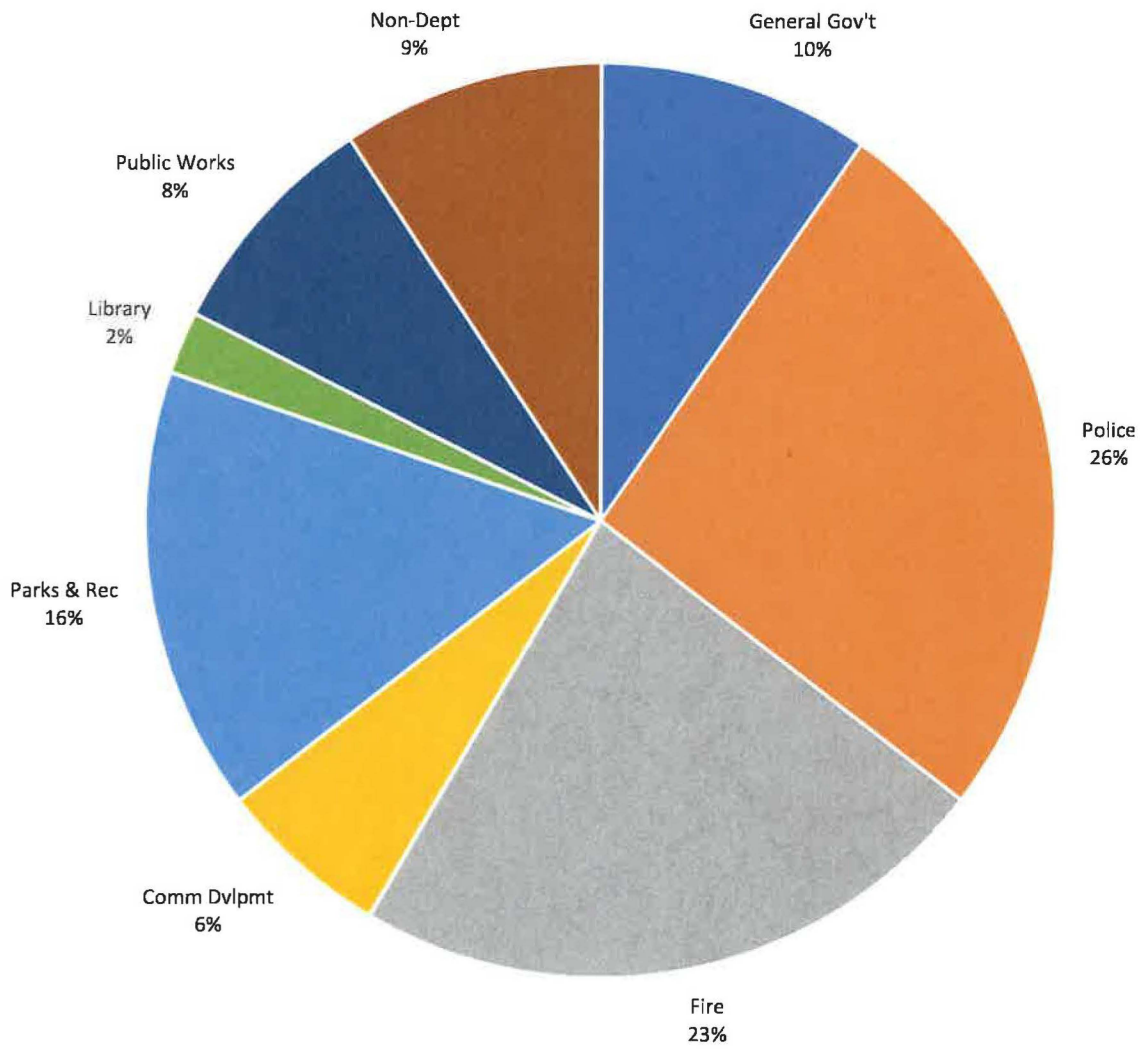
## ***January 14, 2020 Budget Workshop Questions***

1. What are your top three priorities you would like to begin setting aside funds for in the FY20-21 budget in order to complete the project in a future year?
2. If revenues are projected to exceed budgeted expenditures, resulting in a budget surplus, are you most interested in using this money to contribute to the general fund reserve (fund balance) or allocate funds to one-time projects?
3. Are there services/programs the City's general fund is currently providing that you do not see as significantly valuable at this time and you would like to scale back in order to use the funding elsewhere?
4. What is the one area in which the City can focus resources and efforts toward achieving specific results that will make the biggest difference to citizens?
5. Is the current allocation of funding by department still appropriate? (*see pie charts*)

**ATTACHMENT 2**

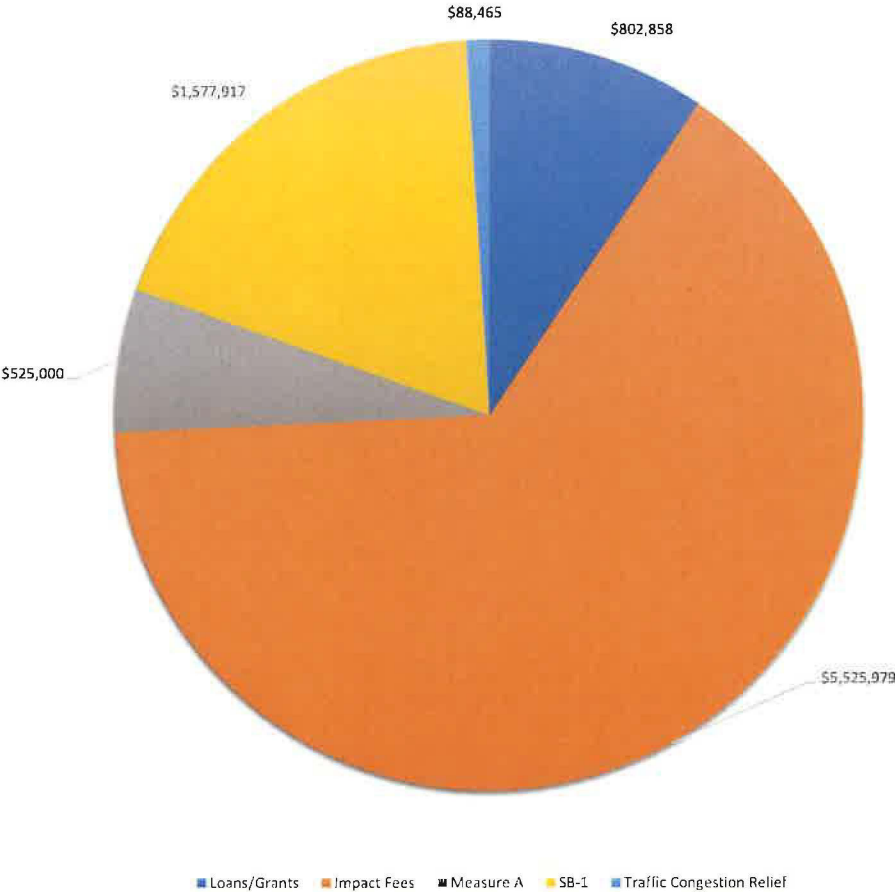


### General Fund Budget Allocation by Department



This chart breaks the general fund into more detail, specifically showing the allocation to Public Works operations.

Public Works Project Funding Sources FY19/20



This chart breaks down the non-general fund funding sources used by Public Works for projects in FY 19/20, so the council can analyze the effects of possible changes to Measure A funding. It combines Storm Drainage, Transportation and Streets projects.

**ATTACHMENT 3**

Contract With (Vendor)	Service Provided (Description)	FY 21 Amount	Funding Source(s)	If Mandatory - list the source	Final year of agreement?	Reso # and date approved	Notes
<b>City Manager</b>							
CoStar	Available property data base	\$ 9,814	General Fund		Ongoing		used for Economic Development
Access Information	Document storage	732	General Fund		Ongoing		
The Ferguson Group	Federal advocacy	89,940	General Fund		Ongoing		
Keams & West	Ad Hoc Parking Committee Facilitator	37,980	General Fund		Ongoing		
Sierra	City Newsletter printing and mailing	27,949	General Fund		Ongoing		
Hans Bennewitz	Newsletter design	5,400	General Fund		Ongoing		
Sprout Social	Social media management software	13,212	General Fund		Ongoing		
Archive Social	Software to archive social media posts	3,838	General Fund		Ongoing		
Constant Contact	E-newsletter subscription service	1,300	General Fund		Ongoing		
Everbridge	Nixle emergency alert subscription	860	General Fund		Ongoing		
Getty Images	Stock photography subscription	2,500	General Fund		Ongoing		
Folsom Historic District Association	Marketing campaign	5,000	General Fund		Ongoing		
Site Improve	Website software to detect broken links & typos	4,530	General Fund		Ongoing		
<b>City Attorney</b>							
Remy Moose Manley	Legal services - Environmental and CEQA	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Bartkiewicz, Kronick & Shanahan	Legal services - Water	Varies	Water Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Diepenbrock Elkin	Legal services - Public Works const and bid disputes	Varies	Water Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Lenahan Lee Slater & Pearse LLP	Legal services - Workers' compensation	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Angelo Kilday & Kilduff, LLP	Litigation defense	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Ferguson Praet & Sherman	Litigation defense	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Mullen & Fillippi LLP	Legal services - Workers' compensation	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Porter Scott	Litigation defense	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Donohue, Davies	Litigation defense	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Palmer Kazanjian	Legal services - Labor and employment law issues	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Caulfield Law	Litigation defense	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Downey Brand LLP	Legal services - Eminent domain and bankruptcy	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
Richards Watson Gershon	Legal services - Weapons petitions and appeals	Varies	General Fund	City Charter 4.03(B)	Ongoing		varies based on utilization
National Demographics Corporation	Districting Services	30,000	General Fund	City Charter 4.03(B)	Ongoing		
Command Strategies Consulting	Personnel investigation	5,000	General Fund	City Charter 4.03(B)	2020		
<b>City Clerk</b>							
Code Publishing	Municipal Code codification services	\$ 4,500	General Fund		Ongoing		
MuniCode	Agenda software	8,200	General Fund		Ongoing		
Zasio Enterprises	Records Management Software	9,285	General Fund		Ongoing		
<b>Community Development</b>							
Interwest	GIS Support for Software System Conversion	\$ 30,000	General Fund		2020		
Avolve	ProjectDox Electronic Plan Review Software	109,475	General Fund		2020	R#10289 5/28/19	
4Leaf	Third-party Plan Review and Inspections	150,000	General Fund		Ongoing	R#10291 6/11/19	
Interwest	Third-party Plan Review and Inspections	100,000	General Fund		Ongoing	R#10291 6/11/19	
Shums Coda	Third-party Plan Review and Inspections	50,000	General Fund		Ongoing	R#10291 6/11/19	
PWC Architects	Building Permit Counter Redesign	23,639	GF & SB2 Grant				
Ray Morgan	Laserfiche	27,004	General Fund			R#9932 5/23/17	
SoftFile	Scanning Services	37,000	General Fund		2020		
1-800-Got-Junk	Homeless Camp Clean Up	50,000	General Fund				
Gray Construction	Graffiti & Weed Abatement	3,000	General Fund				
Junk King	Graffiti & Weed Abatement	2,000	General Fund				
4Leaf	Arborist Services	40,000	General Fund				
4Leaf	Construction Inspection	50,000	General Fund				
GA Young	Consulting/Surveying Services	75,000	General Fund				
Interwest	Planning Services	55,000	General Fund				
LAFCO	Planning Services	35,000	General Fund	MOU			

Contract With (Vendor)	Service Provided (Description)	FY 21 Amount	Funding Source(s)	If Mandatory - list the source	Final year of agreement?	Reso # and date approved	Not
Mintier Harnish	Zoning Code Update	174,355	General Fund	State mandate		R#10237 2/12/2019	Item No. 12.
Provost & Pritchard	On-Call Planning Services	55,000	General Fund				
Ascent Environmental Inc.	RHNA & Housing Element Update	50,000	Impact Fees	State mandate			Housing Trust
MIG Inc.	Accessory Dwelling Units	12,865	Housing Fees	State mandate			Community Housing Fund
TDA Consulting	Bidwell Place and Parkway Apartments	30,000	Housing Fees				Community Housing Fund
4Leaf	Supplemental Arborist Services	35,000	Tree Mitigation Fees				
Environmental Planning Partners	Tree Preservation Ordinance Update	25,261	Tree Mitigation Fees				
Provost & Pritchard	Tree Preservation Ordinance Update	24,220	Tree Mitigation Fees				
Ray Morgan	Copier Lease	22,800	General Fund				
Gold Country Storage	Document storage	5,309	General Fund				
Access Information	Document storage	5,040	General Fund				
Neighbor Works	Loan servicing management administration	10,800	Housing Fees				Community Housing Fund
<b>Fire Department</b>							
Sac Reg Fire and Emergency Comm Center	Fire Dispatching for Emergency Incidents	\$ 353,312			Ongoing	R#9386 6/24/14	Continued until terminated
Sacramento Metropolitan Fire District	Dozer/Helicopter Use for Vegetation Fires	8,000			Ongoing		Renewed on an annual basis
County of Sacramento	Haz Mat Response Team for Haz Mat spills/leaks	56,366			Ongoing	R#8552 9/22/09	Renewed on an annual basis
EMMS Janitorial Service	Fire Headquarters Janitorial Service	5,700			6/30/2020		Part of Parks and Rec's Contract
Dignity Health Medical Foundation	Wellness & Fitness Testing	5,000			6/1/2020		
FDC Consulting	Fire Station 38 Remodel Site Management	52,100			9/2/2020		
Calpo, Hom, and Dong Architects	Fire Station 38 Remodel (Architectural Design)	304,020				R#10123 5/22/18	until project complete
Wittman Enterprises	Ambulance Billing Service	236,250			Ongoing	R#8357 8/26/08	Continued until terminated
Preferred Alliance	Pre-Employment Drug Testing Service	420			Ongoing		varies depending on recruitments
Kronos	Firefighter Staffing Software Program	9,279			Ongoing		
Cannon Water Technology	HVAC Chiller Maintenance	2,880			Ongoing		Stations 35 & 37
Ray Morgan	Copier Service lease	7,593			Ongoing		Part of City wide Contract
ATP	Fire Sprinkler and Alarm Monitoring for Fire Stations	1,080			Ongoing		Part of Parks and Rec's Contract
Interwest	Inspections	90,000			Ongoing		varies based on usage
All Pro Backflo	Backflow testing at City facilities	2,400			Ongoing		
ESRI	GIS license and support	3,600			Ongoing		
Target Solutions	Training and Compliance software	6,800			Ongoing		
<b>Fleet</b>							
Stericycle	Hazardous Waste Disposal	\$ 1,200		State	2023	R#10142 6/26/18	
NES	Corp Yard Annual Haz Mat Training	750		State	2021		
Asbury Environmental	Oil & Antifreeze Pumping/Recycling	450		State	2021		
EMMS Janitorial	Corp Yard Janitorial Service	3,000			2020	R#10152 4/26/16	
Ray Morgan	Copier lease	1,900			Ongoing		
<b>Human Resources</b>							
Batchelder Group	Employment relations consultant	\$ 57,000	General Fund		Ongoing		
NEOGO	Applicant Tracking/Recruitment Software	12,752	General Fund		Ongoing		
Wonderlic	On-line testing of job applicants	3,900	General Fund		Ongoing		
Sedgewick	Worker's Compensation	54,000	General Fund		Ongoing		
Keenan & Associates	Health Benefits Broker (Medical, FSA, COBRA)	46,000	Risk Mgmt Fund		12/31/2020		
Benefit Trust	Health Trust Trustee & Investment Mgmt	65,000	Risk Mgmt Fund		Ongoing		fee based on assets in the Trust
Basic Pacific	COBRA and FSA Administration	4,800	Risk Mgmt Fund		Ongoing		fee based on participants
HealthEquity	HAS Administration	1,440	Risk Mgmt Fund		Ongoing		fee based on participants
<b>Library</b>							
Sacramento Public Library	Automated Circulation System Hosting and Admin	\$ 45,075	General Fund		Ongoing	R#8854 06/14/2011	Circulation & catalogue management
Unique Management Systems	Materials Recovery (lost/overdue materials)	3,000	General Fund		2019	R#9414 11/17/2014	cost offset by fines and recovery of materials
NorthNet Library	Consortium membership, interlibrary delivery, eContent	16,000	General Fund				
Cintas Services	mats & towels/delivered every 2 weeks	1,595	General Fund				
Gold Country Self Storage	Storage unit rental	2,640	General Fund				
Ray Morgan	copier lease	9,491	General Fund				
Comcast	internet - public access	2,697	General Fund				
EMMS	Janitorial service/extra carpet cleaning	27,030	General Fund				

Contract With (Vendor)	Service Provided (Description)	FY 21 Amount	Funding Source(s)	If Mandatory - list the source	Final year of agreement?	Reso # and date approved	Not
Foothill Fire Protection	Annual Fire Sprinkler Inspection	550	General Fund				
Pest Control	monthly regular pest service	1,200	General Fund				
ATP	annual inspection alarm monitoring	600	General Fund				
Solon Fire Control Jorgensen	Fire Extinguisher maintenance	104	General Fund				
OCLC	cataloging/resources	5,537	General Fund				catalogue records and WorldCat access
Western NRG	Firewall Renewal	759	General Fund				
KioWare	Annual renewal	56	General Fund				
DNS Exit	Scanning Relay renewal	18	General Fund				
Envisionware	Maintenance	4,900	General Fund				
Innovative Interfaces	self-check out software	361	General Fund				
Atlas Schedule Anywhere	scheduling software	600	General Fund				
Volgistics	Volunteer management software	612	General Fund				
Zoobean	Program Software	1,596	General Fund				Summer Reading program
Telegraph	newspaper subscription for public	44	General Fund				
Sac Bee	public newspaper subscription for public	451	General Fund				
WT COX	Magazine subscriptions	3,171	General Fund				
EBSCO	databases	8,860	General Fund				
<b>Office of Management &amp; Budget</b>							
MuniServices	Business Certificate Administration & cc processing	\$ 72,141	General Fund		Ongoing		Business Certificate revenues
MuniServices	Sales Tax consultant	4,600	General Fund		Ongoing		
Badawi & Associates	Annual Audit Services	72,410	General Fund	Debt compliance	2022	R#10261 04/09/19	
MuniServices	Property tax access service	8,800	General Fund		Ongoing		
Nyhart Consulting	OPEB valuation	6,250	General Fund	GASB compliance	2023		
Ray Morgan	Laserfiche document storage	42,000	General Fund		Ongoing		
Ray Morgan	Copier lease	12,240	General Fund		Ongoing		
Tracker	Investment portfolio tracking and reporting	4,000	General Fund		Ongoing		
Questys Solutions	Agenda document storage software maintenance	15,041	General Fund		Ongoing		
Fieldman Rolapp	Financial Consultant	varies	General Fund		Ongoing		varies depending on work needed
Brinks	Cash courier	14,000	General Fund		Ongoing		
Wells Fargo	Bank fees	46,000	General Fund		Ongoing		
Wells Fargo	Safekeeping of investments	15,000	General Fund		Ongoing		
Access Information	Document storage	2,900	General Fund		Ongoing		
Avantgard	Maintenance on Check printer	1,400	General Fund		Ongoing		
SoftwareOne	Microsoft Office365 Government software	170,000	General Fund		2021		
Quest Systems	Disaster recovery and back-up (cloud)	38,000	General Fund		Ongoing		DRaaS and BaaS
AT&T	Avaya Phone System	22,000	General Fund		Ongoing		
Central Square	OneSolution Maintenance (financial software)	147,561	General Fund		Ongoing		
SoftwareOne	Microsoft Office365 Lic True-up	3,000	General Fund		Ongoing		
Veriv/Liebert	UPS Yearly Maint (uninterrupted power supply)	10,000	General Fund		Ongoing		
SPS VAR	IBM Hardware Maintenance	3,000	General Fund		Ongoing		
ENS-Inc	VEEAM Back-Up Office 365	5,000	General Fund		Ongoing		
ENS-Inc	PaloAlto Firewall Maintenance	17,000	General Fund		Ongoing		
ENS-Inc	VEEAM Software Backup Renewal	7,000	General Fund		Ongoing		
PDQ	Remote Desktop Software	900	General Fund		Ongoing		
Lynda.com	Staff Training	1,800	General Fund		Ongoing		
CBTNuggets	Staff Training	2,400	General Fund		Ongoing		
Sacramento County	WEBGIS Data Support	7,200	General Fund		Ongoing		
Cisco WebEX	Web Meeting Software	470	General Fund		Ongoing		
NitroPro PDF	PDF Enterprise Software	7,600	General Fund		Ongoing		
Granicus	Council webcast maintenance and support	1,800	General Fund		Ongoing		
Ray Morgan	LaserFiche licenses	22,628	General Fund		2021		
Vermont Systems	WebTrack for Parks and Rec	8,700	General Fund		Ongoing		
ESRI	ARGGIS Maintenance	3,600	General Fund		Ongoing		
Questys	Annual Maintenance	15,040	General Fund		Ongoing		
AT&T	Internet and WAN Connections	120,295	General Fund		Ongoing		
NBS	Facilities Districts and Debt consultant	varies	CFD's & debt proceeds		Ongoing		varies depending on work needed

Item No. 12.

Contract With (Vendor)	Service Provided (Description)	FY 21 Amount	Funding Source(s)	If Mandatory - list the source	Final year of agreement?	Reso # and date approved	Not
Integra	Appraisals on debt issuance	varies	CFD's & debt proceeds		Ongoing		varies depending on work nee
The Gregory Group	Absorption & price points related to debt issuance	varies	CFD's & debt proceeds		Ongoing		varies depending on work needed
Orrick	Legal - Debt issuance and compliance	varies	CFD's & debt proceeds		Ongoing		varies depending on work needed
Union Bank	Debt	varies	CFD's & debt proceeds		Ongoing		varies depending on work needed
Sterne Agee	Investment of reserve funds	varies	CFD's & debt proceeds		Ongoing		varies depending on amount on reserve
Fieldman Rolapp	Financial Consultant	varies	CFD's & debt proceeds		Ongoing		varies depending on amount on reserve
<b>Parks and Recreation</b>							
Terra Care	Parks, Streetscapes, Trails Maintenance	\$ 1,741,080	GF/L&L Districts		2022	R#10365 Dec. 2019	
Terra Care	Hazard Tree Removal	5,000	General Fund		2022	R#10365 Dec. 2019	Public Safety
Terra Care	Annual weed abatement	45,000	General Fund		2022	R#10365 Dec. 2019	Public Safety
Terra Care	Tree removal and maintenance	118,183	General Fund		2022	R#10365 Dec. 2019	Public Safety
Terra Care	Unscheduled Maintenance	369,700	GF/L&L Districts		2022	R#10365 Dec. 2019	
Precision Concrete	Removal of Concrete Trip Hazards	8,469	General Fund		On-going		Public Safety
Precision Concrete	Grinds lifts in sidewalks	25,000	L&L Districts		On-going		Public Safety
Ed Brick Street Lights	Minor Streetlight repair / bulb replacement	40,000	L&L Districts				
M&M Electric	Major Streetlight and electrical repair	50,000	L&L Districts				
LeDoux Backflow Testing Services	Tests and repairs backflow devices	12,000	L&L Districts	State of CA			
Water Works Aquatic Management	Waterfall maintenance and repair	11,500	L&L Districts				
High Heat Pressure Washing	PowerWash Historic District Sidewalks	24,840	General Fund				
EMMS	City Facility Cleaning Services	220,817	General Fund		2020	R#9748 July 2016	
ATP	Alarm Services, Monitoring, Testing & Inspection	55,000	General Fund	Fire Code	2025	R#9346 April 2014	
Datco	Random Drug/Alcohol Testing	1,000	General Fund	State of CA	On-going		
Squeaky Clean	Window Cleaning	5,000	General Fund		On-going		
CWBM	Parking Garage - Janitorial	19,380	General Fund		On-going		
Otis	Parking Garage - Annual Elevator Inspection	2,900	General Fund	State of CA	On-going		
Otis	Parking Garage - Elevator Repairs	2,770	General Fund		On-going		
State of CA	Parking Garage - Elevator	225	General Fund	State of CA	On-going		
Thyssenkruff Elevator	Parking Garage - Elevator Repairs	5,000	General Fund		On-going		
All Pro Backflo	Back Flow Testing - City Hall and Parking Structure	500	General Fund	State of CA	On-going		
E-Lockers	Annual Software Maintenance	4,000	General Fund				
Eco-Viso	Data Transmission Service Agreement	500	General Fund				Johnny Cash trail counter
FCUSD	Fee for Use of Fields/Facilities	10,000	General Fund		On-going	R#7803 July 2006	Joint Use Agreement
FCUSD	Fee for Use of Fields/Facilities	15,000	General Fund		On-going	R#7803 July 2006	Joint Use Agreement
Loud Papa Soccer Officials	Soccer League Officiating	85,000	General Fund		2020	R#10287 May 2019	
Miscellaneous Official Contracts	Sports Referee Services	148,196	General Fund				
Various Instructors	Sports Instructors	117,500	General Fund				
Various Instructors	Recreation Instructors	110,000	General Fund				
DOJ	Fingerprinting	1,050	General Fund				required for employment
Dignity Health	Physicals	8,050	General Fund				required for employment
More Than A Mailbox	Fingerprinting	237	General Fund				required for employment
Access	Offsite Records Storage	3,000	General Fund				
Ellis & Associates	Aquatic risk mgmt ser, safety audits, licenses	12,324	General Fund	Mandatory			
Knorr Systems	Pool heater service and compliance	4,619	General Fund	SMAQMD			
Various Instructors	Summer Camps and swim clinics	12,000	General Fund				
Terry Gold	Train rides Wild Nights and Holiday Lights Event	14,535	General Fund		2024	R#10356 11/12/19	
Margaret Whittaker	Animal Training and Behavior Consulting	10,265	General Fund				
Veterinarians	Veterinary care for zoo animals	94,000	General Fund				
<b>Police Department</b>							
Judi's Cleaners	Uniform cleaning	\$ 25,240	General Fund				varies depending on need
Access Information Management	Shredding service	6,227	General Fund				
AK Mechanical	HVAC maintenance	varies	General Fund				varies depending on need
Aramark	Mats and towels	9,110	General Fund				
AT&T	Cell Phones, internet access, Phones	135,116	General Fund				
Blue Ravine Animal Hosp	K-9 Vet care	10,928	General Fund				varies depending on need
Comcast	Cable service	3,972	General Fund				
Cordico	Pre-employment	4,000	General Fund				

Item No. 12.

Contract With (Vendor)	Service Provided (Description)	FY 21 Amount	Funding Source(s)	If Mandatory - list the source	Final year of agreement?	Reso # and date approved	Notes
County of Sacramento	CLETS Access	14,736	General Fund				
County of Sacramento	Parking Citation county fees	9,750	General Fund				varies depending on number of citations
County of Sacramento	Wildlife services	6,750	General Fund				
County of Sacramento	Narcan Training	10,775	General Fund				
Dean Investigations	Pre-employment backgrounds	12,746	General Fund				
Delta Wireless	Radio Console Maint, Radio repair and reprogramming	101,518	General Fund				
Direct TV	MCCU service	2,078	General Fund				
Foothill Transcription	Transcription service	10,994	General Fund				
Galls	Uniforms	47,231	General Fund				
Hillyard	Cleaning supplies	4,799	General Fund				
Koefran	Animal carcass disposal	5,200	General Fund				
KP Research	Pre-employment backgrounds	3,400	General Fund				
Language Line	Translation Service	335	General Fund				
LBISAT, LLC.	MCCU service	1,584	General Fund				
Lehr	Cameras	138,557	General Fund				
Loomis Basin Equine	Mounted Unit Vet care	13,673	General Fund				
Office Depot	Office supplies	13,507	General Fund				
Otis Elevators	Elevator Service and maintenance	2,123	General Fund	Mandatory			Safety requirement
Pest Control	Pest control service	650	General Fund				
Phoenix Group Info.	Citation processing	10,936	General Fund				
Sacramento County Sheriff	Jail booking and processing	77,592	General Fund				
Sacramento Self Help Housing	Folsom Navigator Contract - homeless	53,646	General Fund				
Sacramento SPCA	Contract/software	78,162	General Fund				
Sbarkies	K-9 supplies	5,654	General Fund				
Trans Union LLC	Background checks	1,194	General Fund				
Trans Union Risk	Case investigation	2,446	General Fund				
VCA Sunset Animal	K-9 Vet care	3,890	General Fund				
Verizon	Wireless service and GPS locator service	24,777	General Fund				
Douglas Ranch	Supplies K-9 & equine	5,805	General Fund				
Ray Morgan	Copier lease	29,724	General Fund				
California Department of Justice	CLETS access	7,508	General Fund				
PG&E	Gas service	1,863	General Fund				
Zee Medical	Billed every other month, amount varies	1,848	General Fund				
Sacramento County	Public Health Lab & Office of Emergency Services	2,100	General Fund				
Cellhawk (Hawk Analytics)	Investigations Computer License/subscription	2,495	General Fund				
APBnet (Critical Reach)	Software and user support	850	General Fund				
Batchgeo	Mapping software subscription	499	General Fund				
Crimedex	Information sharing platform between agencies	100	General Fund				
AOT Public Safety Corporation	Alarm billing services	24,600	General Fund				varies depending on permits issued and false alarms
PetData	Animal licensing on line service	7,248	General Fund				varies depending on usage
<b>Public Works</b>							
TBD	Bridge Inspection Services	\$ 50,000	Gas Tax/Impact Fees				
TBD	Street Striping, PN 8016	50,000	Measure A				
Monarch Landscape Holdings	Landscape maint for streetscapes and PW areas	114,000	Gas Tax/Measure A			R# 9493 01/27/15	PN 2233
West Coast Arborists, Inc.	On-call tree trimming and removal services	305,000	Gas Tax/Measure A			R#10327 08/27/19	PN 2309 & 8021
The Ferguson Group, LLC	Legislative consultant	50,000	Impact Fees				
SPTC-JPA	SPTC-JPA Administration	30,000	Impact Fees	Mandatory, JPA			PN 2218
TMA	Folsom-EI Dorado Transp Mgmt Agency	30,000	Impact Fees	Mandatory, AQMD			PN 7007
State Water Resources Control Board	NPDES Permit Fees	22,744	Impact Fees	Mandatory, SWRCB			PN 7011
City and County of Sacramento	Annual Storm Water Quality Management	75,000	Impact Fees	Mandatory, SWRCB			PN 7011
EMMS Janitorial Service	Janitorial Service Streets & Traffic Trailers	3,180	General Fund				
Lucity	Assets, GIS, Citizen Portal software	11,200	General Fund				
ESRI	Software Maint	5,400	General Fund				
<b>Non-Departmental</b>							
Granicus	Website Management	\$ 10,000	General Fund		Ongoing		
Meals on Wheels	Senior Nutrition Program	22,300	General Fund		Ongoing		

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Contract With (Vendor)	Service Provided (Description)	FY 21 Amount	Funding Source(s)	If Mandatory - list the source	Final year of agreement?	Reso # and date approved	Not
Sacramento County	Property Tax Administration	350,000	General Fund		Ongoing		
FedCorp	Economic Development	50,000	General Fund		Ongoing		
Elliott Homes	Tax sharing agreement	1,000,000	General Fund		2028		
<b>Solid Waste</b>							
Stericycle	Hazardous Waste Disposal	\$ 94,000	SW Operating	State	2023	R#10142 6/26/18	
Call 2 Recycle	Batteries Disposal	17,000		State	Ongoing		
Sharps Solutions	Sharps Disposal	5,279		State	2020		
Curie/Veolia	Smoke Alarm Disposal	2,000		State	Ongoing		
CBL	Compressed Gas Cylinder Disposal	2,639		State	Ongoing		
NES	8 Hour HAZWOPER Refresher	535		State	2021		
ESTP	Asbestos Annual Refresher	718		State	Ongoing		
ReCollect	Waste Wizard & Web Apps	6,611		State	2020		last year's with 1.7% CPI
ReCollect	Waste Wizard & Web Apps	3,361		State	2020		last year's with 1.7% CPI
ReCollect	Waste Wizard & Web Apps	3,305		State	2020		last year's with 1.7% CPI
Data Prose	Utility Billing	48,400			Ongoing		increased postage for SB998 notices
County of Sacramento	Kiefer Landfill Disposal for Solid Waste	1,286,000		State	2022	R#8065 5/22/07	increased based on 2019 tons and FY20 projection
County of Sacramento	Kiefer Landfill Disposal for HHW	4,071		State	2022	R#9594 9/23/15	last year's with 4% CPI
Wells Fargo Bank	Lockbox Services	14,500		State	Ongoing		
RTI	First Aid/CPR/AED Annual Training	900		State	Ongoing		
RTI	First Aid/CPR/AED Annual Training	225		State	Ongoing		
Agromin	Greenwaste Diversion	693,000		State		TBD	projected contract cost
Florin Perkins	C & D Diversion	47,509		State	Ongoing		
L&D Landfil	Sludge Disposal for Water Treatment Plant	48,000		State	Ongoing		
Schaefer	Refuse, Recycling & Green Waste Carts	230,979		State	2022	R#10002 9/12/17	
Schaefer	Recycling Carts	19,810		State	2022	R#10002 9/12/18	20/21 CCPP Award
Schaefer	Refuse, Recycling & Green Waste Carts	108,000		State	2022	R#10002 9/12/19	increased based on FY20 trend in for new homes
Asbury Environmental	Oil & Antifreeze Pumping/Recycling	390		State	2021		
Asbury Environmental	Corp Yard Wash Rack & Stormwater Pumping	629		State	2021		
Asbury Environmental	Corp Yard Wash Rack & Stormwater Pumping	629		State	2021		
Asbury Environmental	Corp Yard Wash Rack & Stormwater Pumping	629		State	Ongoing		
California Lab Services	Corp Yard Stormwater Sampling	200		State	Ongoing		
California Lab Services	Corp Yard Stormwater Sampling	200		State	Ongoing		
California Lab Services	Corp Yard Stormwater Sampling	200		State	Ongoing		
NES	Corp Yard Annual Haz Mat Training	470		State	2021		
NES	Corp Yard Annual Haz Mat Training	470		State	2021		
NES	Corp Yard Annual Haz Mat Training	470		State	2021		
Recreate	Recycling Education	15,000		State	2022		
EMMS Janitorial	Corp Yard Janitorial Service	2,520			2020	R#10152 4/26/16	
EMMS Janitorial	Corp Yard Janitorial Service	6,480			2020	R#10152 4/26/16	
CalWaste Recovery	Residential Recyclables	102,800		State	2024	R#10256 3/26/19	projected contract cost with 3% CPI
TBD	Commercial Recyclables/OCC	49,000		State	Ongoing	TBD	
TBD	Commercial Recyclables/CCMG	239,500		State	Ongoing	TBD	
Williams Scotsman Inc.	Solid Waste Administrative Office Lease	22,656			2024	R#10354 11/12/19	
Performance Modular	Solid Waste Operations Office Lease	15,438			2022	R#9986 8/22/17	
Ray Morgan	Copier lease	18,000			Ongoing		based on projection from FY20 YTD
CalWaste Recovery	Residential Recyclables	(361,000)		State	2024	R#10256 3/26/19	projected based on first 5 months of revenue
Mattress Recycling Council	Mattress Recycling	(2,700)		State	Ongoing		based on FY19
TBD	Commercial Recyclables/OCC & CCMG	(161,000)		State	Ongoing	TBD	OCC & CCMG, RI characterization, Cal Waste Price
<b>Water Operating</b>							
Commercial Pump & Mechanical	On-Call Pump Repair/Maintenance Services	\$ 45,000	Water Operating		6/30/2024	R#10276 05/14/19	System Maintenance
Loewen Pump Maintenance	On-Call Pump Repair/Maintenance Services	50,000	Water Operating		6/30/2024	R#10275 05/14/19	System Maintenance
Central California Generator, LLC	On-Call Generator Repair/Maintenance Services	30,000	Water Operating		6/30/2020	R# 9344 04/22/14	System Maintenance
San Juan Water Dist.	Ashland Annual Water Purchases	506,000	Water Operating	Mandatory			Water Service to Ashland Area C
DataProse	Printing and Mailing of Utility bills & delinquent notices	20,400	Water Operating				Required for Water Billing Services
Ferguson Group	Legislative Consultant	40,000	Water Operating				Federal lobbying and advocacy s
Wells Fargo	Check processing	14,400	Water Operating	Mandatory			Required for Water Billing Services

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TBD	Misc. Water Contracts	115,000	Water Operating				Unforeseen water support for
TBD	Water Supply Management	100,000	Water Operating				Support (regional plans, studies, grant applications)
Various	Misc. Legal Contracts	200,000	Water Operating				Outside water counsel (joint defense agreements)
Bay Alarm	Alarm Services for WTP	12,500	Water Operating		12/31/2020		Site Security
ATP Alarm	Building Monitoring	4,000	Water Operating				Site Security
EyeP Solutions	PS Cameras	15,000	Water Operating				Site Security
Pest Control Center, Inc.	Pest Control	3,000	Water Operating				Site Maintenance
Zenner	Zenner Hosting and Maintenance	20,000	Water Operating				Necessary for Proper System Operations
Datco	CDL Test	1,000	Water Operating	Mandatory			Mandated by State Legislation
Tesco Controls, Inc.	WTP Scada Maintenance	25,000	Water Operating		6/30/2024	R#10292 06/11/19	Maintain System Operations
CLS	Lab Services	50,000	Water Operating	Mandatory			State Legislation & Division of Drinking Water
Olin	Bulk Chlorine	152,250	Water Operating	Mandatory		R#9769 05/24/16	State Legislation & Division of Drinking Water
TBD	Repairs & upgrades to 2 cathodic protection units	5,000	Water Operating	Mandatory			State Legislation & Division of Drinking Water
WaterWorks Engineers	Master Meter Database Contracts	20,000	Water Operating				Maintain System Operations
TBD	Miscellaneous Meter Contracts	30,000	Water Operating				Maintain System Operations
TBD (Zenner)	Large Meter & Register Replacement	100,000	Water Operating		1/7/2024	R#10191 10/09/18	Maintain System Operations
Zenner	Small Meter & Register Replacement	50,000	Water Operating		1/7/2024	R#10191 10/09/18	Maintain System Operations
Zenner	AMI Fixed Network Replacement	115,000	Water Operating		11/7/2024	R#10294 06/11/19	Maintain System Operations
Various	Misc. Conservation Contracts	23,000	Water Operating	Mandatory			Mandated by State Legislation
CVP	Water Charge for East Area	150,000	Water Operating	Mandatory			East Area Water Supply
Quincy (Murraysmith)	Tank Cleaning and Inspection	60,000	Water Operating	Mandatory	11/5/2024	R#10340 09/24/19	State Legislation & Division of Drinking Water
Datco	Drug Testing	2,700	Water Operating	Mandatory			Mandated by State Legislation
City of Folsom	Water Conservation Rebates	90,000	Water Operating	Mandatory			State Legislation & Division of Drinking Water
DropCountr	Conservation Software	50,000	Water Operating		6/30/2021		Customer Conservation Program
Central Valley Engineering	Trench Repair	140,000	Water Operating			R#10157 07/24/18	System Maintenance
Tokay	Backflow Prevention Maintenance Tracking	4,000	Water Operating	Mandatory			State Legislation & Division of Drinking Water
TBD	SCADA Wonderware Upgrades	300,000	Water Operating				Maintain System Operations
L&D Landfill	Landfill Disposal for Sludge Removal	20,000	Water Operating				Maintain System Operations
B&V or HDR	Risk and Resilience Assmnt and Emer Response Plan	150,000	Water Operating	Mandatory			Mandated by EPA
California Diesel & Power	On-Call Generator Services	30,000	Water Operating		6/30/2024	R#10278 05/14/19	System Maintenance
ModSpace (Williams Scotsman)	Office Trailer Rental (UM, WM & WC)	10,000	Water Operating				System Maintenance
ModSpace (Williams Scotsman)	Ramp Lease (WC)	20,800	Water Operating				System Maintenance
Ray Morgan	Copiers	22,500	Water Operating				
Verizon	cell phones, tablets	10,000	Water Operating				Maintain System Operations
AT&T Mobility	WM Fixed Network	8,000	Water Operating				Maintain System Operations
Gold Country Media	monthly local advertising - water conservation	12,000	Water Operating				
Joe A. Gonsalves	monthly service & quarterly filing fees	30,000	Water Operating				State legislative advocacy
L'Hoist	WTP Chemicals	55,000	Water Operating				Maintain System Operations
NTU Technologies	WTP Chemicals	220,700	Water Operating		6/30/2023	R#10251 03/21/19	State Legislation & Division of Drinking Water
PB Electric	On Call Maintenance and Repair	30,000	Water Operating		6/30/2022		Maintain System Operations
<b>Wastewater Operating</b>							
Data Prose	Printing and Mailing of Utility bills & delinquent notices	\$ 21,000	Wastewater Operating				Required for Water Billing Services
Wells Fargo	Check Processing	15,000	Wastewater Operating	Mandatory			Required for Water Billing Services
Tesco Controls	On-Call SCADA Services	25,000	Wastewater Operating		6/30/2024	R#10292 06/11/19	Maintain System Operations
California Diesel & Power	On-Call Generator Services/ Add'l contract for WW	20,000	Wastewater Operating		6/30/2024	R#10278 05/14/19	System Maintenance
Commercial Pump & Mechanical	On-Call Pump Repair/ Add'l contract for WW	50,000	Wastewater Operating		6/30/2024	R#10276 05/14/19	System Maintenance
CLS	Water Quality Testing	8,000	Wastewater Operating	Mandatory			Waste Discharge Requirements from RWQCB
Various	Miscellaneous Sewer Contracts (Eng-Admin)	63,000	Wastewater Operating				Wastewater Engineering Support
Various	Misc. Sewer Contracts (O & M)	42,000	Wastewater Operating				Unforeseen wastewater support for projects/operations
Sacramento County	Vector Dump Fees	3,000	Wastewater Operating	Mandatory			Waste Discharge Requirements from RWQCB
State of California	DMV Physicals	500	Wastewater Operating	Mandatory			Mandated by State Legislation
Datco	Datco Drug Testing	1,200	Wastewater Operating	Mandatory			Mandated by State Legislation
ModSpace (Williams Scotsman)	Sewer Trailer Rental (WTP)	10,000	Wastewater Operating				Maintain System Operations
ModSpace (Williams Scotsman)	Office & Ramp Lease (CY)	20,800	Wastewater Operating				Maintain System Operations
Central Valley Engineering	Trench Repair for Construction	80,000	Wastewater Operating			R#10157 07/2418	System Maintenance
TBD	SCADA Wonderware Upgrades	500,000	Wastewater Operating	Mandatory			Waste Discharge Requirements
Sac Valley Electric	On-Call Maintenance & Repair	30,000	Wastewater Operating		6/30/2022		Maintain System Operations

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Aramark	Uniform services	10,000	Wastewater Operating				Maintain System Operations
Ray Morgan	Copiers	9,000	Wastewater Operating				
Verizon	cell phones, tablets	8,000	Wastewater Operating				Maintain System Operations
ATP Alarm	Building Monitoring	2,000	Wastewater Operating				Site Security
AT&T Mobility	Laptops wireless service	3,100	Wastewater Operating				Maintain System Operations

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