

Folsom City Council Staff Report

MEETING DATE:	6/13/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11048 –A Resolution Authorizing the City Manager to Execute Fifth Amendment to the Reciprocal Use and Funding Agreement among the Sacramento Placerville Transportation Corridor Joint Powers Authority (JPA) and its member agencies in connection with Sacramento Regional Transit (SacRT) Double-Tracking Project
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11048 – A Resolution Authorizing the City Manager to Execute Fifth Amendment to the Reciprocal Use and Funding Agreement among the Sacramento Placerville Transportation Corridor Joint Powers Authority (JPA) and its member agencies in connection with Sacramento Regional Transit (SacRT) Double-Tracking Project.

BACKGROUND / ISSUE

In 2003, SacRT and the City of Folsom (City) reached agreement on the terms of SacRT’s extension of light rail service into the Folsom. To facilitate the extension of light rail service, the Sacramento-Placerville Transportation Corridor Joint Powers Authority (JPA), along with SacRT and the City, entered into the Third Amendment to the 1996 Reciprocal Use and Funding Agreement (RUFA) among the JPA and its member agencies. That amendment to the RUFA reallocated certain portions of the corridor adjacent to Folsom Boulevard between the City and SacRT through the execution of easements to both member agencies.

The easement given to SacRT in 2003 allowed SacRT to operate a single track in an area defined as the “Operating Zone” and contemplated the eventual double-tracking of SacRT’s light rail system in a “Future Operating Zone,” which was defined in the easement. However, the final design of the double-tracking expansion near the Folsom Glenn Station included a portion of property outside of both the current Operating Zone and the designated Future

Operating Zone. Therefore, SacRT's easement needs to be expanded to include this additional property.

This Fifth Amendment to the RUFA was approved last month by SacRT's and the JPA's respective governing bodies.

ANALYSIS

Concurrently with the execution of this Amendment, the JPA will execute and record the First Amendment to SacRT's Folsom Boulevard Easement, the form of which is set forth in Exhibit B of the RUFA Amendment (**Attachment 2**). Except as the SacRT Easement Amendment modifies Folsom's and SacRT's respective rights and obligations with respect to the Property, all terms, and conditions of the parties' current easement agreements with the JPA will remain unchanged.

FINANCIAL IMPACT

There is no immediate or direct fiscal impact for allowing the expansion of the Operating Zone. Without the approval of the expansion of the operating area, the design of the double-tracking would need to be reengineered, which would be costly both in time and materials to SacRT.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects that have the potential for causing a significant effect on the environment. The requested action is not considered a project under CEQA pursuant to California Public Resources Code Section 21080(b)(10).

ATTACHMENT

1. Resolution No. 11048 – A Resolution Authorizing the City Manager to Execute Fifth Amendment to the Reciprocal Use and Funding Agreement among the Sacramento Placerville Transportation Corridor Joint Powers Authority (JPA) and its member agencies in connection with Sacramento Regional Transit (SacRT) Double-Tracking Project.
2. SacRT RUFA No. 5 Easement Amendment

Submitted,

Kelly Gonzalez,
Parks and Recreation Department Director

ATTACHMENT 1

Resolution No. 11048

RESOLUTION NO. 11048

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE FIFTH AMENDMENT TO THE RECIPROCAL USE AND FUNDING AGREEMENT AMONG THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY (JPA) AND ITS MEMBER AGENCIES IN CONNECTION WITH SACRAMENTO REGIONAL TRANSIT (SacRT) DOUBLE-TRACKING PROJECT

WHEREAS, Sacramento-Placerville Transportation Corridor Joint Powers Authority (JPA) is a joint powers authority created by its member agencies: the Counties of Sacramento and El Dorado, the City of Folsom, and the Sacramento Regional Transit District (“Member Agencies”) for the purpose of acquiring and managing railroad right of way from the Southern Pacific Transportation Company; and

WHEREAS, under the Reciprocal Use and Funding Agreement (“RUFA”) entered into effective August 31, 1996, between the JPA and its Member Agencies, the JPA retains fee ownership of the acquired corridor, and each Member Entity was allocated an easement for its Allocated Portion (as defined in the RUFA); and

WHEREAS, under the Third Amendment to the RUFA, dated September 2, 2003, the City of Folsom and Sacramento Regional Transit (SacRT) agreed to a reallocation of part but not all of the City of Folsom’s Allocated Portion to permit construction of a single-track light rail system, which resulted in the granting by the JPA of the Original Easement; and

WHEREAS, under an Easement Agreement dated effective September 2, 2004, and recorded May 10, 2005, in book 20050510, page 0337, of the Official Records of Sacramento, California as instrument number 0003564786 (the “Original Easement”), the JPA granted to SacRT an easement for transportation purposes and for uses reasonably related to transportation purposes in, on, under, over and through a portion of the JPA’s property; and

WHEREAS, the Original Easement contemplated eventual double-tracking of the system through a “Future Operating Zone”; and

WHEREAS, as a result of the final design of the double-tracking expansion near the Folsom Glenn Station, a portion of the rail in a few areas falls outside of both the current Operating Zone and the designated Future Operating Zone; and

WHEREAS, the SacRT and City of Folsom desire to amend both the RUFA and the Original Easement to expand SacRT’s easement area and Operating Zone.

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

1. The First Amendment to the Original Easement agreement, as described in the recitals above, between the JPA as Grantor and the Sacramento Regional Transit District as Grantee, whereby the Operating Zone is expanded to include a new area,

as further described therein, is hereby approved.

2. The Fifth Amendment to the RUFA, as described in the recitals above, whereby the area of the concurrent easement granted by the JPA to both SacRT and the City of Folsom is modified, is hereby approved.
3. The City Manager is hereby authorized and directed to execute the Fifth Amendment to the RUFA.

PASSED AND ADOPTED this 13th day of June, 2023, by the following roll-call vote:

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

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

SacRT RUFA No. 5 Easement Amendment

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

**FIFTH AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)**

THIS FIFTH AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the “Fifth Amendment”) is made effective as of the 1st day of June 2023, by and among the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California (“Folsom”), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation (“RT”), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency (“JPA”).

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Funding Agreement, which agreement was amended effective September 6, 1996, February 22, 1999, September 2, 2003, and May 9, 2016 (as amended, the “Agreement”); and

B. WHEREAS, Folsom and RT own concurrent easements in a portion of the Rail Corridor located along Folsom Boulevard in the City of Folsom, California, which were granted to them by the JPA (the “Folsom Boulevard Easements”); and

C. WHEREAS, RT owns and operates a public transportation system within the County of Sacramento, including the area encompassed by the Folsom Boulevard Easements, and plans to expand its system by constructing parallel tracks in a portion of that area; and

D. WHEREAS, the parties desire to amend the Agreement and RT’s Folsom Boulevard Easement to modify the description of RT’s Easement and “Operating Zone”; and

E. WHEREAS, the Second Amendment to the Agreement, dated February 22, 1999, provides that RT and Folsom may modify their respective rights and obligations and the description of their respective allocated portions of the Rail Corridor by an amendment to the Agreement executed by Folsom and RT only.

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.
2. Exhibit A of the Agreement, as previously amended, is hereby replaced in its entirety by Exhibit A of this Fifth Amendment, attached hereto and incorporated herein.
3. Concurrently with the execution of this Amendment, JPA will execute and record the First Amendment to RT's Folsom Boulevard Easement, the form of which is set forth in Exhibit B (the "RT Easement Amendment"), attached hereto and incorporated herein. Except as the RT Easement Amendment modifies Folsom's and RT's respective rights and obligations with respect to the Property, all terms and conditions of the parties' current easement agreements with the JPA will remain unchanged.
4. This Fifth Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
5. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment effective as of the date first above written.

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: _____
Henry Li, General Manager/CEO

By: _____
Olga Sanchez-Ochoa, General Counsel

**CITY OF FOLSOM,
a municipal corporation**

By: _____
Elaine Andersen, City Manager

Approved as to Form:

By: _____
Steven Wang, City Attorney

ATTEST:

By: _____
Christa Freemantle, City Clerk

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: _____
Sarah Aquino, Chair

By: _____
Brett Bollinger, CEO






APPROVED AS TO LEGAL FORM:

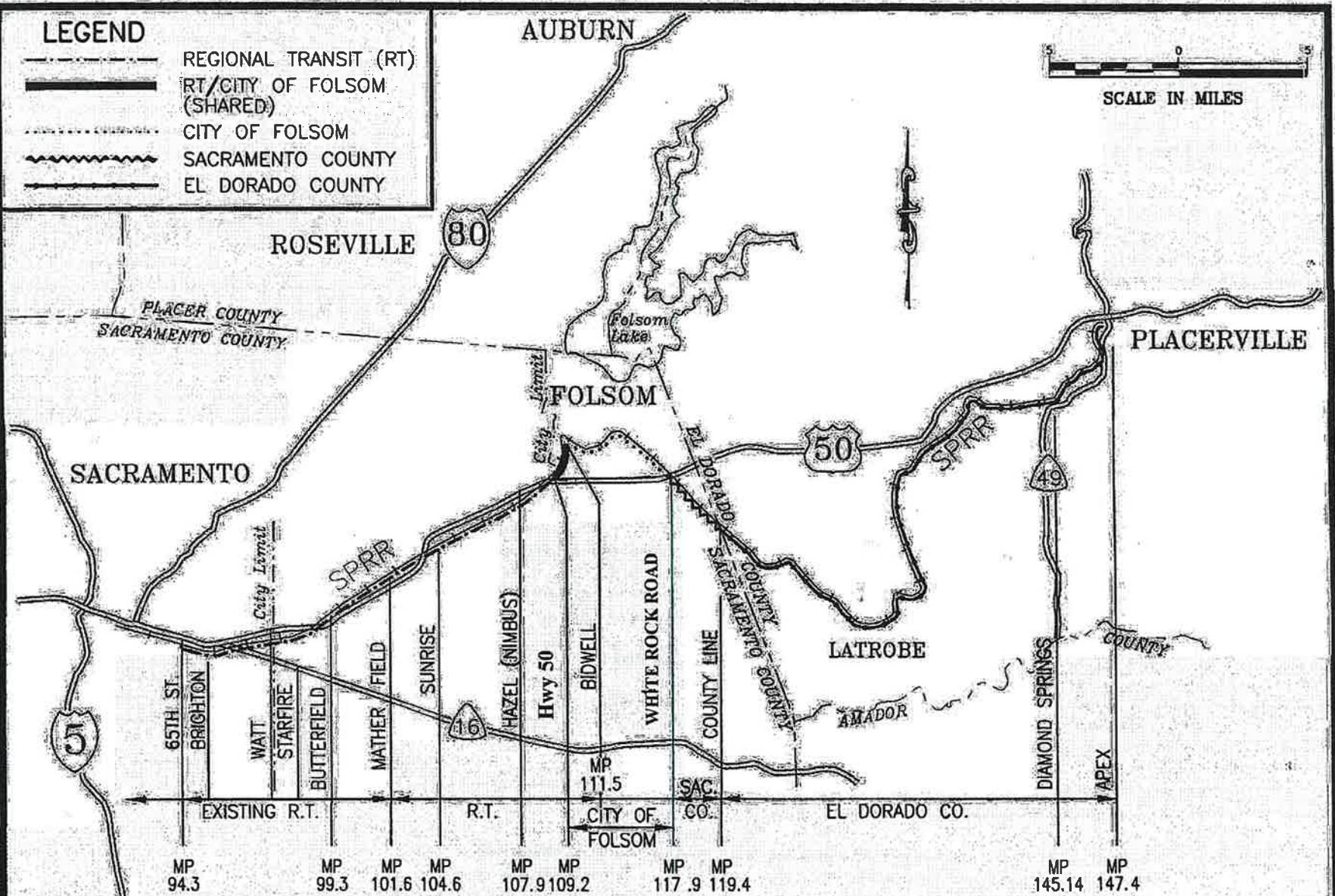
By: _____
Paul J. Chrisman, General Counsel

EXHIBIT A

Map of Allocated Portions in the Rail Corridor

LEGEND

-  REGIONAL TRANSIT (RT)
-  RT/CITY OF FOLSOM (SHARED)
-  CITY OF FOLSOM
-  SACRAMENTO COUNTY
-  EL DORADO COUNTY



**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY (JPA)
SPRR PLACERVILLE BRANCH RIGHT OF WAY ACQUISITION**

EXHIBIT B
RT Easement Amendment

This instrument is exempt from
Recording Fees (Gov. Code § 27383)
and from Documentary Transfer Taxes
(Rev. & Tax Code § 11922)

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Sacramento – Placerville Transportation Corridor
Joint Powers Authority
c/o Brett Bollinger, CEO
50 Natoma Street
Folsom, CA 95630

(space above line for recorder's use)

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT is made and entered into effective June 1, 2023 ("Effective Date") by and between **SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**, a California joint powers agency ("JPA"), as grantor, and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "Grantee," is made and entered into on.

RECITALS

WHEREAS, JPA is a joint powers authority created by its member agencies: the Counties of Sacramento and El Dorado, the City of Folsom, and the Sacramento Regional Transit District ("Member Agencies") for the purpose of acquiring and managing a railroad right of way from the Southern Pacific Transportation Company; and

WHEREAS, under the Reciprocal Use and Funding Agreement ("RUFA") entered into effective August 31, 1996, between the JPA and its Member Agencies, the JPA retains fee ownership of the acquired corridor and each Member Entity was allocated an easement for its Allocated Portion (as defined in the RUFA); and

WHEREAS, under the Third Amendment to the RUFA, dated September 2, 2003, the City of Folsom and Grantee agreed to a reallocation of part but not all of the City of Folsom's Allocated Portion to permit construction of a single-track light rail system, which resulted in the granting by the JPA of the Original Easement; and

WHEREAS, under the Original Easement dated effective September 2, 2003, and recorded May 10, 2005, in book 20050510, page 0337, of the Official Records of Sacramento, California as instrument number 0003564786 (the "Original Easement"), the JPA granted to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes in, on, under, over and through the entire real property (the "Property") described on Attachment 1 of the Original Easement; and

WHEREAS, the Original Easement contemplated eventual double-tracking of the system through a "Future Operating Zone"; and

WHEREAS, as a result of the final design of the double-tracking expansion near the Folsom Glenn Station, a portion of the rail in a few areas falls outside of both the current Operating Zone and the designated Future Operating Zone; and

WHEREAS, the parties desire to amend the Original Easement to expand the easement area.

WITNESS

NOW, THEREFORE, JPA AND GRANTEE DO MUTUALLY AGREE AS FOLLOWS:

Section 1: Grant of Easement. The first paragraph of the Original Easement is hereby amended to read in its entirety as follows:

"1. Grant of Easement. JPA hereby grants to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes (the "Easement") in, on, under and through the entire real property (the "Property") described in Attachment 1 and Exhibits A1 and B1, attached hereto and incorporated herein. The area within Attachments 1, A1 and B1 is part of the Operating Zone. The Easement shall be in gross and personal to Grantee, its successors and assigns. Grantee's use of the Easement is subject to the limitations set forth in Sections 2 and 3."

Section 2: EFFECT. The effect of this First Amendment to the Easement Agreement is add Exhibits A1 and B1 to the grant of Easement and defined Operating Zone.

Section 3: AMBIGUITIES. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

Section 4: FULL FORCE AND EFFECT. To the extent not inconsistent herewith, all other terms and provisions of the Original Easement, as amended, remain the same and in full force and effect. Defined terms in the Original Easement have the same meaning in this Amendment.

Section 5: AUTHORITY TO BIND. Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

Section 6: INTEGRATION. The Original Easement and this First Amendment embody the entire agreement of the parties in relation to the matters herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Original Easement effective the day and year first hereinabove appearing.

GRANTOR:

GRANTEE:

**SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR-JPA**

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
BRETT BOLLINGER
CEO

By: _____
HENRY LI
General Manager/CEO

Approved as to Legal Form:

Approved as to Legal Form:

By: _____
PAUL J. CHRISMAN
JPA Legal Counsel

By: _____
OLGA SANCHEZ-OCHOA
General Counsel

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

State of California)
) ss
County of Sacramento)

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

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

WITNESS my hand and official seal.

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

State of California)
) ss
County of Sacramento)

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

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

WITNESS my hand and official seal.

KATHLEEN J. LONERGAN

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by easement interest to the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation and governmental agency, is hereby accepted by the undersigned officer on behalf of the Sacramento Regional Transit District pursuant to authorization conferred by Resolution No. _____ adopted by the Board of Directors on _____, and consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
HENRY LI, General Manager/CEO

LEGAL DESCRIPTION

All that real property situate in the City of Folsom, County of Sacramento, State of California, being a portion of projected Section 2, Township 9 North, Range 7 East, Mount Diablo Meridian, also being a portion of Parcels H and I as described in that certain grant deed recorded in Book 692, at Page 114, Official Records of Sacramento County, being described as follows:

PARCEL-1

COMMENCING at a found copperweld monument in standard City of Folsom monument box marking the centerline of Glen Drive as shown on that certain parcel map filed in Book 152 of Parcel Maps at Page 1, Sacramento County Records; thence South 16°15'36" East 120.33 feet to a point on the general westerly line of Parcel F52.86RT described in that certain easement agreement recorded in Book 20050510, at Page 0337, Official Records of Sacramento County, said point being the **POINT OF BEGINNING OF PARCEL-1**; thence along said general westerly line the following four (4) courses:

1. South 05°25'03" West 9.99 feet;
2. South 01°41'35" West 153.71 feet;
3. South 04°24'22" West 50.53 feet;
4. South 04°40'34" West 31.82 feet to a point thereon, said point hereafter referenced as **POINT "A"**;

thence leaving last said line North 01°11'39" East 106.96 feet; thence North 02°36'26" East 138.97 feet; thence South 88°36'28" East 3.41 feet to the **POINT OF BEGINNING**.

Containing 861 square feet (0.020 Acres), more or less.

PARCEL-2

COMMENCING at said **POINT "A"**; thence along said general westerly line of Parcel F52.86RT the following six (6) courses:

1. South 04°40'34" West 21.79 feet;
2. South 03°15'13" West 53.97 feet;

3. South $02^{\circ}49'43''$ East 53.80 feet;
4. South $05^{\circ}29'30''$ East 99.58 feet;
5. South $07^{\circ}14'07''$ East 47.81 feet;
6. South $13^{\circ}29'53''$ East 8.75 feet to a point thereon, said point being the **POINT OF BEGINNING OF PARCEL-2**;

thence continue along last said line the following three (3) courses:

1. South $13^{\circ}29'53''$ East 15.84 feet;
2. South $08^{\circ}55'09''$ East 114.06 feet to the beginning of a curve, concave easterly, having a radius of 1,260.00 feet and
3. Southerly along said curve, through a central angle of $01^{\circ}18'26''$, an arc distance of 28.75 feet to a point thereon, said point being a beginning of a non-tangent curve concave easterly, having a radius of 1,036.15 feet, to which beginning a radial line bears South $76^{\circ}06'57''$ West.

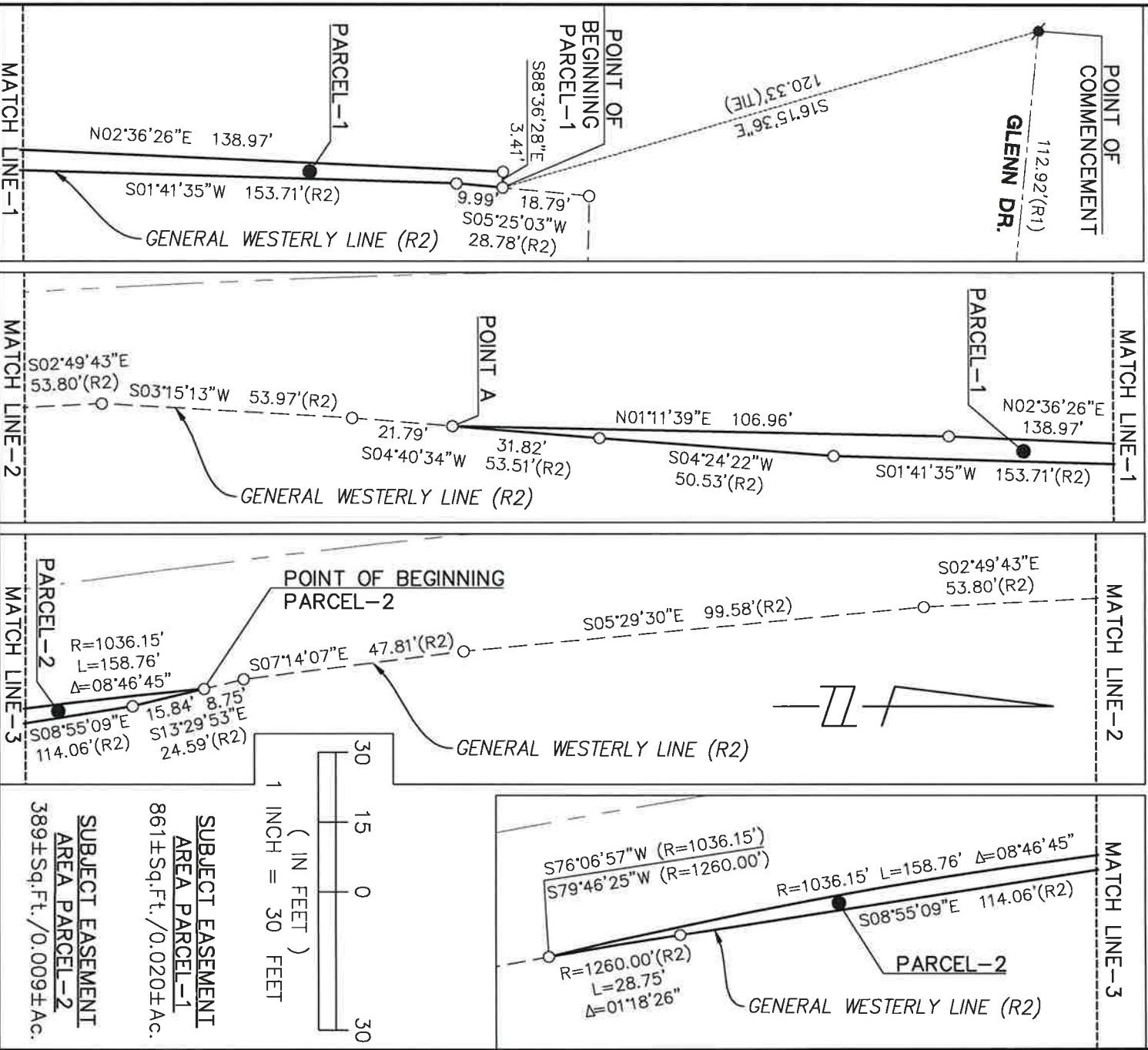
thence northerly along said curve, through a central angle of $08^{\circ}46'45''$, an arc distance of 158.76 feet to the **POINT OF BEGINNING**.

Containing 389 Square Feet (0.009 Acres), more or less.

The basis of bearings for this description is NAD 83, California State Coordinate System (CCS83), Zone 2 (1991.35 epoch date).

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description



**SACRAMENTO PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY**

CITY OF FOLSOM

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

DATE: 10/31/2022

SCALE: 1" = 30'
SHEET 2 OF 2

DRWN. BY: AB CHK. BY: SAB

Plotted: Oct/31/2022 10:48 AM | By: AndriyBubchko
DWG: P:\GASC010400_Double_Tools\SURVEY\LEGALS\APN 071-0020-074\Exhibit V-EXH_Esm1A.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-9122 (916) 788-0800 (FAX)

**SUBJECT EASEMENT
AREA PARCEL-1**
861±Sq.Ft./0.020±Ac.

**SUBJECT EASEMENT
AREA PARCEL-2**
389±Sq.Ft./0.009±Ac.