



Gil Albiani, President
Orlando Fuentes, Vice President
Rod Brewer, Director
Jim Luttrell, Director
Jaclyn Moreno, Director

Joshua Green, General Manager
Michael McLaughlin, Fire Chief
Sigrid Asmundson, District Counsel
Nitish Sharma, Chief Administrative Officer
Paul Mewton, Chief of Planning,
Design and Construction

REGULAR BOARD OF DIRECTORS MEETING WEDNESDAY, JANUARY 15, 2020

**EXECUTIVE SESSION – 5:00 P.M.
REGULAR MEETING – 6:30 P.M.**

**Board Chambers
8820 Elk Grove Blvd.
Elk Grove, CA 95624**

AGENDA

Note: *All items submitted for the Agenda must be in writing. The deadline for submitting these items is 4:00 P.M. on the Monday one week prior to the meeting. The Secretary of the Board receives all such items.*

EXECUTIVE SESSION – 5:00 P.M.

1. CALL TO ORDER
2. COMMUNICATIONS FROM THE PUBLIC
3. RECESS TO EXECUTIVE SESSION
 - a. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: General Manager Joshua Green,
Chief Administrative Officer Nitish Sharma and Fire Chief Michael
McLaughlin
Employee Organizations: Sacramento Area Fire Fighters Local 522 and
Unrepresented employees

REGULAR BOARD MEETING – 6:30 P.M.

A. CALL TO ORDER

1. Report out of Executive Session
2. Session Roll Call
3. Pledge of Allegiance
4. Moment of Silence

B. ANNOUNCEMENTS/PRESENTATIONS

None

C. DEPARTMENT REPORTS

5. Administrative Services Department Report – (J. Haddon)
6. Parks and Recreation Department Report – (M. Dopson)
7. Fire Department Report – (M. McLaughlin)

D. COMMUNICATIONS FROM THE PUBLIC (Non-agendized items): This is the time and place for the general public to address the Board of Directors. State law prohibits the Board from addressing any items not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual at the discretion of the President. Individuals representing a group or an organization shall be permitted five minutes. Comments relating to similar issues should be brief, concise and non-repetitious. Speakers should state their home or business address when commenting to the Board.

Note: Under the provisions of the California Government Code, the Board is prohibited from discussing or taking immediate action on any non-agendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

E. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any item may be removed by a Board Member for discussion or clarification. Members of the public wishing to comment on any Consent Calendar item may do so before Board action.

8. Approve the December 18, 2019 Regular Board Meeting Minutes.
9. Approve a Preferred Municipal Underwriter Consultants List.
10. Approve a Preferred Municipal Bond Consultants List.
11. Approve Resolution No. 2020-05 Authorizing an Agreement with GovInvest Inc. to Provide Licensing of Analytical Software for Post-Employment Benefits Actuarial Study.
12. Approve an Agreement with Urban Futures Inc., for Financial Advisor Services.
13. Award a Three-year Contract with Burnham Benefits Insurance Service for District's Consulting Services for District's Employee Benefits Programs.
14. Adopt Resolution No. 2020-06 Approving the District Policies for Administrative Rules.
15. Adopt Resolution No. 2020-04 Approving the Fire and Parks Impact Fee Deferral for Gardens at Quail Run.
16. Adopt Resolution No. 2020-07 Consenting to the Recordation of the Irrevocable Offer of Dedication of Parkland for the Fieldstone North Project.
17. Approve Resolution No. 2020-08 Accepting the Kammerer Park Conveyance Grant Deed.
18. Approve a Multi-year District Wide On-call Masonry Services Agreement.
19. Receive and File an Informational Report Related to the Parks and Recreation Department Landscape and Lighting Committee Application and Handbook.

RECOMMENDATION: Approve the Consent Calendar as presented.

F. PUBLIC HEARINGS

20. **SUBJECT:** Annexation #25 – Community Facilities District No. 1 (Elk Grove Fire Protection) (CFD1). (J. Ebner)

RECOMMENDATION:

1. Open the public hearing take testimony on the proposed annexation of properties into CFD1;
2. Approve Resolution No. 2020-01 to annex territory to CFD1 and authorize the levy of special taxes;
3. Approve Resolution No. 2020-02 calling a special election of the qualified electors of the territory to be annexed to CFD1; and
4. Approve Resolution No. 2020-03 declaring the results of Special Tax Election, determining validity of prior proceedings, and directing recording of notice of special tax lien.

G. STAFF REPORTS:

The President will open the meeting for public input if the Board desires to take action on any item(s).

21. **SUBJECT:** Fiscal Year 19/20 Mid-Year Budget Update. (J. Edwards)

RECOMMENDATION:

- 1) Consider Staff's report on revenues and expenditures for fiscal year 18/19 and projected revenues and expenditures for fiscal year 19/20; and
- 2) Accept staff's proposed midterm budget adjustments to the fiscal year 19/20 budget as outlined in the staff report and included as add packages.

22. **SUBJECT:** Board Strategic Plan Workshop Update. (C. Baptista)

RECOMMENDATION:

- 1) Schedule a second Board Strategic Planning Workshop with BHI Management Consulting, prior to the creation of a Plan Development for the District's Strategic Plan;
or
- 2) Request BHI Management Consulting to create the Plan Development for the District's Strategic Plan for Board Approval.

H. INFORMATIONAL ITEMS

23. Notes from the City of Sacramento Fire Department thanking Chief Dan Quiggle and Firefighter Bryan Schell for the support they gave to the memorial services for Firefighter Tami Thacher.
24. Note from the Cal-JAC Executive Director Yvonne de la Pena thanking Chief McLaughlin for the department's participation in the Cal-JAC's 2019 Fall Firefighter Career Expo.
25. Note from Pre-school parent commending Pre-school Teachers Ms. Robbie and Ms. Nicole on the way they teach their students.
26. District Programs and Events – January/February 2020

I. BOARD OF DIRECTOR'S BUSINESS

27. Election of Officers:

- a) Board President
- b) Board Vice President

28. Committee Appointments:

- a) City of Elk Grove Liaison
- b) City of Elk Grove Two by Two
- c) City of Galt Liaison
- d) City of Galt Two by Two
- e) Elk Grove-Cosumnes Cemetery District
- f) Elk Grove USD Two by Two
- g) Senior Center Board
- h) Elk Grove Historical Society
- i) Elk Grove Chamber of Commerce
- j) Galt Chamber of Commerce
- k) Diversity Work Group
- l) Northern California Special Districts Insurance Authority
- m) Fire Communications Center
- n) Sacramento County Treasury Oversight Committee

29. Miscellaneous Reports

30. Meeting/Event Approval

31. Meeting/Event Report

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING:

This is the time for the Board of Directors to identify the items they wish to discuss at a future meeting. These items will not be discussed at this meeting, only identified for a future meeting. This is also the time for scheduling of Board Workshops or special meetings.

K. ADJOURNMENT

Note: *Disabled Accommodations.*

The Cosumnes Community Services District will make reasonable accommodations for persons having special needs due to disabilities. Please contact Elenice Gomez, Assistant to the General Manager, at 8820 Elk Grove Blvd. Elk Grove, CA 95624, phone (916) 405-7169, at least 48 hours prior to the meeting, to allow time to provide for special accommodations.

Note: *Review and Copies of Agenda, Agenda Reports and Material.*

Prior to each Meeting, copies of the Agenda, Agenda Reports and other materials, as well as any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting, are available for public review at the Cosumnes Community Services District's Administrative Office during normal working hours. In addition, a limited supply will be available on a first come, first serve basis at the meeting.

Certificate of Posting of Agenda

I hereby declare that the foregoing Agenda for the January 15, 2020 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on January 9, 2020 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 9th day of January 2020



STAFF REPORT

DATE: January 15, 2019
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer



**SUBJECT: MONTHLY ADMINISTRATIVE SERVICES DEPARTMENT REPORT –
DECEMBER 2019**

VISION: A regional leader dedicated to providing superior fire, emergency medical and parks and recreation services that enrich the community and save lives.

MISSION: To enhance the quality of live for those residing in, doing business in and visiting the community. The CSD strives to provide balanced services to all areas of the community, while being responsive to individuals.

GOAL 1 – The CSD will make safety a priority in all operations.

- IT installed a network camera in the CSD Admin server room for visibility and security;
- Finalized agreements with Anti-Phishing and intrusion detection security providers to help protect the District's email system and internal network infrastructure.

GOAL 2 – The CSD will ensure its financial stability, accountability and transparency.

- Administrative Services staff attended the Sacramento Chapter meeting of the California Society of Municipal Finance Officers to hear a presentation on pension and other post employee benefits funding strategies.

GOAL 3 – The CSD will promote a work environment where staff can thrive.

- Purchased a discounted 50 user license of Adobe Acrobat Professional for improved efficiency of District personnel;
- Established a new Admin Services phone group and ring order for improved external customer service;
- Created a shared mailbox resource for the purpose of scheduling District meetings;
- Assisted reorganizing the District's file server folders for improved efficiency and security.
- Human Resources reviewed opportunities to enhance employee benefit programs by evaluating benefit broker consulting services for the District.
- Human Resources Director attended training session on advanced workplace investigations, furthering the District's commitment to provide all employees an environment free of harassment, discrimination, and retaliation.
- Finance cross trained staff on procurement process in the general ledger system. Staff presented a training manual on the Accounts Payable system.

GOAL 4 – The CSD will provide excellent services, programs, and facilities to address the distinct needs of the community.

- Established a new Admin Services phone group and ring order for improved external customer service

GOAL 5 – The CSD will ensure access, equity and inclusion in all of its programs, services and operations.

- General Manager Joshua Green gave the key note address at the CPRS District II Quarterly meeting, sharing the CSD’s experiences and practices. Several staff attended the meeting and were updated on the District’s most recent efforts on Equity, Diversity and Inclusion.
- The District managed request for proposals/qualifications related to actuarial services, underwriter, financial advisor, bond counsel, and investment management on the basis of merit utilizing a competitive bid process to seek out firms that best meet the needs of the District and community.

Webpage Visits

October	2019	2018	Change	Top Pages		Users
Sessions	18,526	27,715	-33.16%	1	Home Page	3,861
Unique Visitors	13,611	20,822	-34.63%	2	Activity-Guide	2,276
Pageviews	49,645	84,687	-41.38%	3	Parks-Recreation	1,045
				4	Employment	761
				5	Fire	621
				6	Registration	557
				7	Parks-Facilities-Stations	474
				8	Wackford-Aquatic-Complex	430
				9	Reception-Meeting-Rooms	384
				10	Why-Does-a-Fire-Engine-Come-With-an-Ambulance	375

Planning, Design & Construction Project Status (Facilities & Parks)

<i>Planning</i>		
Fire Station 78	Goal 4	Initiate On-Call Architectural Services RFP. Jan 2020. Developer preparing documents to grant PUE to City
Recreation Center @ Beeman Park	Goal 2*	Board Approved the Business Plan on 12/4/19. Phase 1 – prepare temp office space for staff move in Feb/mar 2020
Climate Action Plan	Goal 4*	Draft Greenhouse Gas (GHG) Inventory complete. CAP completion scheduled 5/29/20
MacDonald Park Phase 2 (1 acre)	Goal 1*	Board approved master plan and environmental documentation on 12/18/19
Town Square Park Revitalization	Goal 2*	Posted revised Plans based on Community Outreach online for further comment
Morse Park Recreation Center	Goal 1*	Feasibility Study – consultant working w/ architect to develop two concept plans based on Community Outreach for programming and cost analysis for presentation to Board
Lichtenberger/Pederson Park Revitalization	Goal 2*	Preparing Consultant Agreement for Concept Drawings for Community Outreach
Admin Building Solar Project	Goal 2	Consultant developing RFP for both Solar and & Parking Lot Improvement to include CWTA
<i>Design & Bidding</i>		
Fire Station 77	Goal 4	Design Development Plans 50% complete Negotiating w/ City & SASD to allow access to offsite utilities. Estimate out to bid April 2020
Singh & Kaur Park (5 acres)	Goal 1*	Bid Award to Environmental Solutions INC. approved by Board 12/18/19. Task Order w/ City approved by GM. Est. Construction start Mar/April 2020

<i>Construction</i>		
Roof Repair Project	Goal 3	Work on Fire stations 72,73 & 75 commenced 12/9/19
Fire HQ North Building	Goal 3	Reviewing 3 Bids for Computer Network install. Staff completed removal of counters and cabinets
Pavilion Floor Replacement	Goal 4*	Bid Awarded. Work scheduled for January
Administration Building	Goal 4	Staff installed new communication wires for plotters, cameras, and conference rooms and installed new brackets for cameras
Elk Grove Park Corp Yard	Goal 3	Staff installed new wall and door frames
Oasis Community Park (20 acres)	Goal 1*	Construction is 55% complete. Sports field Lighting installed, 70% of AC and concrete paving completed. Shade structures and play equipment installation in progress. Site stabilized for winter erosion protection. Phased opening, phase 1 open summer 2020 weather dependent.
Morse Dog Park Upgrade	Goal 2*	Construction complete. In Plant Establishment Period Estimated opening January 2020 weather dependent.
Fieldstone North/ Milestone Trail Corridor	Goal 1*	Performing Inspections on irrigation & landscaping, Construction at 70%
Chain Link Fence Replacement	Goal 4*	Construction complete
Pebbleflex Settlement - Surfacing Replacement	Goal 4*	Completed Kunsting Park Playground. Working on BSP Playground. All locations to be complete April 2020
Administration Building	Goal 4	Patio furniture ordered, Pre-school Tot Lot play equipment delivered
California Montessori Project	Goal 4*	Installed new security gates

* Indicates Goal from Parks and Recreation 2019-2022 Strategic Plan

Finance: Accounts Payable

479
INVOICES

419
CHECKS

175
RECEIPTS

Human Resources



55
APPLICANTS

8
RECRUITMENTS

Administration

- General Manager Joshua Green gave the keynote address at the CPRS District II Quarterly Meeting, sharing the District's experiences and practices on Equity, Diversity and Inclusion.
- Board approved the MacDonald Park Phase 2 Master Plan.
- Bid was awarded for the construction of Singh and Kaur Park.



Information Systems

175
WORK
REQUESTS

Agreements finalized with anti-phishing and intrusion detection security providers to help protect the District's email system and internal network infrastructure.

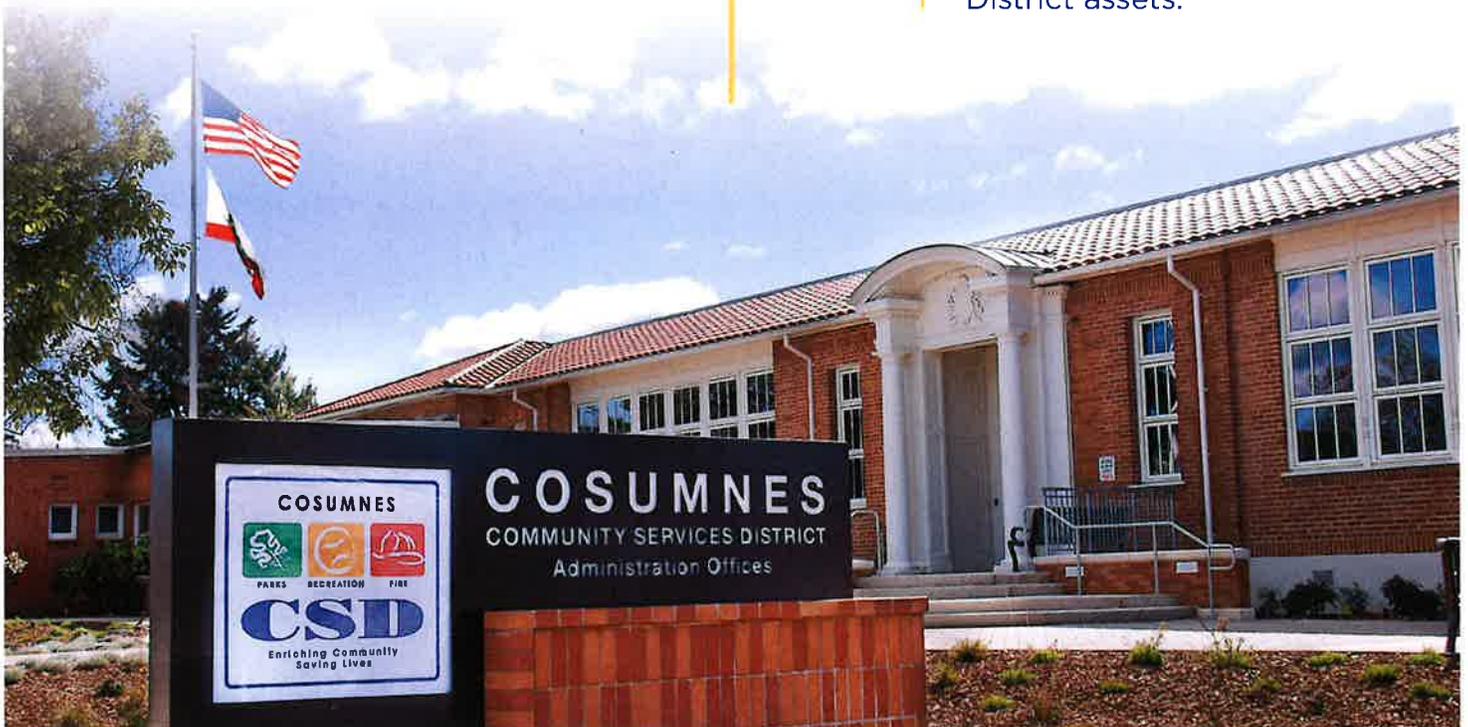
49,645 Page views on yourcsd.com



Facilities

176
WORK
REQUESTS

138 irrigation controller and pump enclosures were cleaned and treated with insect preventative in an effort to reduce damage to electrical components and increase the lifespan of District assets.



STAFF REPORT

DATE: January 15, 2020

TO: Board of Directors

FROM: Mike Dopson, Parks and Recreation Director

SUBJECT: PARKS AND RECREATION DEPARTMENT REPORT – DECEMBER 2019



VISION: An inclusive and connected park, recreation, and trails system that delivers opportunities for health and wellness, social interaction, and delight to the Elk Grove community.

MISSION: At Cosumnes CSD, we provide exceptional parks and recreation services to our diverse Elk Grove community.



GOAL 1 – Meeting the Needs of Our Growing Community

Create responsive programs, parks and facilities for Elk Grove's diverse and growing community.

- PGA Junior League Season ended on December 21.
- Preschool staff coordinated a toy collection with families and provided more than 300 toys to support the 2019 Toy Drive. Toys were delivered to area Fire Stations.
- Sports staff coordinated a toy collection for the 2019 Toy Drive in partnership with CSD Fire.
- Staff confirmed multiple program and activity partnership with My Kids Dental & Orthodontics, \$5,000 proposal.



GOAL 2 – Revitalizing & Developing Community Spaces

Strengthen parks and recreation facilities for future generations.

- A total of 138 irrigation controller and pump enclosures were cleaned and treated with insect preventative in an effort to reduce damage to electrical components and increase the lifespan of district assets. This project will continue throughout the winter until all 541 enclosures have received this annual preventative maintenance.
- Sidewalk safety repairs were completed at Lawrence, Backer Ranch and Schauer parks.
- Field fencing and backstops were repaired at Case, Wackman, Foulks, and Betchart Parks in advance of the upcoming baseball season.
- Park Maintenance staff replaced damaged fencing which bordered a section of the lake at Bartholomew Park.
- Park Maintenance staff replaced damaged shade sails at WCAC.
- Park Maintenance staff completed pre-season revitalization projects at Derr-Okamoto and Morse spray parks to minimize operational issues during the high-use period.



GOAL 3 – Enhancing Community Connections

Foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences.

- Golf Operations established an account with trendy golf attire maker Travis Mathew. Travis Mathew brand golf clothing will attract a younger demographic into the golf pro-shop.
- Elk Grove Park received a total of 21,493 visitors.
- Jr. Kings Youth Basketball League held its season ending Staff vs Coaches game to celebrate another successful season and thank the coaches for volunteering.
- Aquatics Recreation Coordinator is serving on the Cosumnes Oaks High School Medical Careers Pathway Advisory Board, working with teachers to help develop their pathway program from sophomores to seniors.
- Staff met with City of Elk Grove to prepare a joint media strategy for the upcoming Elk Grove Aquatics Center closures to the public due to User Group multi-day swim meets.
- Staff secured a \$10,000 media marketing package with partners Estrella TV Sacramento and KQCA My58 for FIT FEST.
- The following approved 2019 Community Support Program (CSP) awardees occurred in the month of December:
 - Community Band Concert – Laguna Town Hall; hosted by Elk Grove Community Band
 - South Area People First Meeting - WCAC; hosted by South Area People First
 - NCPOA Luncheon – Elk Grove Park; hosted by Northern California Peace Officers Association.



GOAL 4 – Ensuring A Sustainable Parks & Recreation System

Allocate staff and resources based upon sound operational practices to ensure long-term operation and maintainability.

- Front Office staff received training for registering customers for Winter Pass.
- Special Events collaborated with the Pride of Laguna Creek Lions Club to host the annual Breakfast with Santa event. An estimated 651 were in attendance.
- Special Events collaborated with Preschools and Kid Central to host Kids Night Out, Parent's Night Off along with the Preschool Pajama party with 89 participants in attendance.
- Special Events collaborated with the City of Elk Grove for the 2020 events calendar.
- Preschools hosted holiday parties at all locations which included food, performances and activities for 427 families.
- Kid Central Markofer hosted Holiday Family Night.
- Kid Central Feickert and Ehrhardt donated items to the Elk Grove Animal Shelter.
- A college intern from Chico State University was hired to assist in the Kid Central program.
- Annual irrigation budget tracking sheets were updated to compensate for delayed start of the rainy season.

- Recently promoted Park Operations staff continues to receive training on a wide-range of topics in the field of aquatics maintenance in advance of the summer season.
- Landscape near the north parking lot of Laguna Community Park received three inches of mulch after considerable turf and root removal. This renovation re-focused irrigation to the surrounding trees, ensuring their development and minimizing the impact of future root encroachment on sub-surface irrigation system.
- Sports staff started a Recreation Leader committee to promote communication between our front line staff and full time office staff.
- The Aquatics Section held monthly off-season staff training to ensure aquatic safety skills are maintained.

89

PARTICIPANTS

Kids' Night Out, Parents' Night Off & Preschool Pajama Party

HOSTED BY SPECIAL EVENTS AND TINY TOT PRESCHOOLS IN COLLABORATION WITH KID CENTRAL

Elk Grove Park Visitors



21,493

ESTIMATED

651

ATTENDED



Breakfast with Santa

HOSTED BY SPECIAL EVENTS IN COLLABORATION WITH PRIDE OF LAGUNA CREEK LIONS CLUB

Holiday Parties

Tiny Tot Preschools



427

FAMILIES ATTENDED

Urban Forest Preservation



169

TREES PRUNED

495

Volunteer Hours Total



440

Golf Volunteer Hours

55

Special Events Volunteer Hours

Rounds of Golf



1,284

SOCIAL MEDIA STATISTICS



49.7k

Impressions



2,438

Engagements



374

Link Clicks



Mission

At Cosumnes CSD, we provide exceptional parks and recreation services to our diverse Elk Grove community.

Vision

An inclusive and connected park, recreation, and trails system that delivers opportunities for health and wellness, social interaction, and delight to the Elk Grove community.



**Tiny Tot Preschools
Holiday Party**

STAFF REPORT

DATE: January 15, 2020
TO: Board of Directors
FROM: Mike McLaughlin, Fire Chief



SUBJECT: FIRE DEPARTMENT REPORT – DECEMBER 2019

VISION: Committed to providing extraordinary service through prevention, preparedness, and emergency response.

MISSION: The Men and Women of the Cosumnes Fire Department strive to exceed expectations at all times.



Administration – Achieve excellence through leadership, sound fiscal management, industry best practices, transparency, and innovation.

- The Ordinance 7 Fire Department Fee Schedule was approved by the Board of Directors via resolution, with the new or amended fees going into effect on January 1, 2020. (Objective 1.a.)
- The Board of Directors adopted Ordinance 17, California Fire Code Adoption with Local amendments on December 18, 2019. (Objective 3.b.)
- Staff initiated the 25th annexation into the community Facilities District No.1 (Elk Grove Fire Protection). (Objective 1.b.)
- Staff continued Succession Planning efforts and began drafting taskbooks for the Mechanic I and Inspector I positions. (Objective 2.b.)



Operations – Provide exceptional emergency response operations consistent with the communities' needs and expectations.

- Crews arrived on scene of emergency calls in seven minutes and thirty-four seconds (07:34) from the receipt of the dispatch by Sacramento Regional Fire/EMS Communications Center Systems (SRFECC), 90% of the time for the month of December. The Cosumnes Fire Department's standard is seven minutes (07:00) from the time the call is received in SRFECC. (Objective 1.a.)
- Staff hosted a media event with live fire training and virtual reality simulations to showcase how virtual reality was recently utilized as an adjunct training tool for the Cosumnes Fire Academy Recruits. (Objective 5.b.)



Emergency Medical Services – Provide exceptional medical care and customer service while supporting the needs and well-being of our members who provide that care.

- Staff responded to critical incidents to facilitate operational level learning in support of Didactic and Clinical education. (Objective 1.a.)
- Staff initiated Paramedic Field Internships with two Sacramento State University Paramedic Students. (Objective 2.c.)
- Staff hosted a regional course “Seattle Resuscitation Academy” at the Wackford facility. It was attended by Dispatch, Elk Grove Police Department, Galt Police Department, local hospitals, and field providers. (Objective 1.d.)
- Staff conducted “Stop the Bleed” outreach training with Elk Grove Unified School District Schools of Technology, and Engineering and Media at Pleasant Grove Highschool.
- Staff supported the Didactic and Clinical education for Academy 19-01 on the subjects of Handtevy Pediatric Resuscitation and Pre-Hospital Trauma Life Support. (Objective 1.d.)
- Six Subpoenas and 1,271 Patient Care Reports were processed. (Objective 3.a.)
- Chief Shurr attended a planning session with the Sacramento County Emergency Services Agency on rewriting the Mass Casualty Response Plan. (Objective 2.c.)



Fire Prevention – Proactively improve life safety, minimize losses, and reduce the risks from fire through education, application of codes, and investigation.

- Staff performed two fire investigation responses and issued three infractions for \$339 in fines. (Objective 1.a.,4.a.,4.b.,4.c.)
- 100% of the 182 requested construction inspections were completed within 48 hours. (Objective 3.c.)
- Staff completed nine state-mandated inspections representing 100% completion on all required inspections. (Objective 1.a)
- Fire and life safety information was provided at 41 different presentations/events. (Objective 4.b.)



Fleet Management – Provide effective management of vehicles and equipment to ensure that they are safe, properly designed, and well maintained.

- Staff completed 22 services and 71 other repairs. (Objective 1.b.)



Training & Special Operations – Create effectiveness through innovative and diverse training programs.

- Staff administered an acting Engineer exam for Fire Department members. (Objective 3.a.)
- Staff organized a Haz Mat as well as a Rescue Systems course for Recruit Academy 19-01. Both of the two week courses were successful in certifying each of the Academy recruits. (Objective 1.b., 1.d.)
- Seven staff members participated in a conference for Unmanned Aircraft Systems and Highrise training and have returned with new knowledge and information to share throughout the Department. (Objective 1.b)
- Staff provided annual Confined Space training for all certified Department members.
- Staff administered 304 hours of Administration training, 262 hours of Daily Training, 47 hours of Emergency Medical Services Continued Education training, 123 hours of Monthly training, and 295 hours of Taskbook Completions, totaling 1,031 hours of training (Objective 1.a)

Total Number of Monthly Incidents

1,791 ↑

	Fire	31
	Explosion	0
	EMS	1,354
	Hazardous Conditions	23
	Service Call	111
	Good Intent	167
	False Alarm	95
	Severe Weather	1
	Special Incidents	0
	Not Reported	9

Total Loss from December Fires

\$380,00

Incidents by Day of Week



Total Responding Units

3,210 ↑

December 2019
3,163 Responding Units

Response Time

Alarm to Arrival Emergent Only

90th Percentile
CFD Standard is 7:00



0:07:34

Average Commitment Time

Dispatch to Clearing Scene

39:21



Unit Hour Utilization

Total hours for 30 days for 24 hours per day



Medic 45



Medic 46



Medic 71



Medic 72



Medic 73



Medic 74



Medic 76

Public Education

Car Seats	4
Site Visits	5
Station Tours	2
People Reached	6,744



**COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, DECEMBER 18, 2019
MINUTES**

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

Directors present included Rod Brewer, Orlando Fuentes and Jim Luttrell. Directors Gil Albiani and Jaclyn Moreno were absent and excused.

General Manager Joshua Green, Chief Administrative Officer Nitish Sharma and District Legal Counsel Sigrid Asmundson were also present.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. Vice President Orlando Fuentes called the meeting to order at 6:33 p.m.
2. New full-time Park Operations staff Pete Pascual, Xavier Vasquez, Chris Ragenhardt, Chad Cover and Devante Harding led the Pledge of Allegiance.
3. A moment of silence was observed in honor Arlene Martin.

B. ANNOUNCEMENTS/PRESENTATION

None

C. DEPARTMENT REPORTS

4. Administrative Services Department Report
Human Resources Director Joe Ambrosini reviewed the report.
5. Parks and Recreation Department Report
Parks and Recreation Director Steve Sims reviewed the staff report.
6. Fire Department Report
Deputy Fire Chief Troy Bair reviewed the staff report.

D. COMMUNICATIONS FROM THE PUBLIC

None

E. CONSENT CALENDAR

7. Approve the December 4, 2019 Regular Board Meeting Minutes.
8. Approve a three-year contract with SCI Consulting Group, LLC for Assessment Engineering Services and Special Tax Administration.
9. Ratify Payment of November Bills and Receive and File the Budget Performance Reports for November 2019.
10. Approve the Job Descriptions and Salary Schedules for the Classifications of Park Ranger and Senior Park Ranger.

Director Luttrell moved to approve consent items 7 to 10; seconded by Director Brewer, vote was unanimous.

F. PUBLIC HEARINGS

None

G. STAFF REPORTS

11. SUBJECT: First Responder Fee Dispute

Battalion Chief Brett Shurr presented the staff report.

RECOMMENDATION:

- 1) Direct staff in the EMS Division to uphold the First Responder Fee for Mr. Roger Dunn;
or
- 2) Direct staff in the EMS Division to waive the First Responder Fee for Mr. Roger Dunn.

After discussion the Director Luttrell moved to accept staff's recommendation 1 and uphold the fee; seconded by Director Brewer, vote was unanimous.

12. SUBJECT: Award of Contract for Singh and Kaur Park

Chief of Planning, Design and Construction Paul Mewton presented the staff report.

RECOMMENDATION:

- 1) Find that no further environmental review is required under the California Environmental Quality Act (CEQA) for Singh and Kaur Park ("Project");
- 2) Award the contract for the construction of Singh and Kaur Park to Environmental Landscape Solutions in the amount of \$2,083,144 (base bid in the amount of \$1,998,178.50 plus additive bid alternates 'B' and 'C' in the amount of \$84,966.03) plus a contingency in the amount of \$135,404 (6.5%) for a total of \$2,218,548;
- 3) Authorize the General Manager to sign the Contract Completion Notice upon acceptance of the project.

After discussion Director Luttrell moved to accept staff's recommendation 1, 2 and 3 seconded by Director Brewer, vote was unanimous.

13. SUBJECT: Approve the MacDonald Park Phase 2 Conceptual Master Plan

Chief of Planning, Design and Construction Paul Mewton presented the staff report.

Ms. Jill Jones, MacDonald Park Neighborhood Champion, addressed the Board conveying hers as well as area residents' excitement with the project moving forward.

RECOMMENDATION:

- 1) Adopt the Environmental Addendum and Memorandum for MacDonald Park Phase 2;
- 2) Approve the Conceptual Master Plan for MacDonald Park Phase 2.

After discussion Director Brewer moved to accept staff's recommendation 1, and 2; seconded by Director Luttrell, vote was unanimous.

H. INFORMATIONAL ITEMS

14. Note from Eric Buechler, City of Woodland Recreation Coordinator thanking General Manager Joshua Green for giving the keynote speech at the CPRS District II meeting.
15. District Programs and Events – December/January 2019

I. BOARD OF DIRECTORS BUSINESS

16. Miscellaneous Reports – None
17. Meeting/Event Approval – None
18. Meeting/Event Report – None

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

Director Brewer asked staff to investigate the possibility of placement of restrooms along walking trails.

Director Luttrell wished all happy Holidays and a prosperous New Year.

Director Fuentes wished all peaceful end of the year celebrations and a peaceful New Year.

Director Brewer echoed Directors' Fuentes and Luttrell sentiments and thanked all for all the work done this year.

K. ADJOURNMENT

With no further business, the meeting was adjourned at 7:38 p.m.

Approved: _____
Board President

Attest: _____
Secretary to the Board

STAFF REPORT

DATE: January 15, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

BY: Jeremy Edwards, Finance Manager

SUBJECT: APPROVAL OF PREFERRED MUNICIPAL UNDERWRITER CONSULTANT LIST



RECOMMENDATION

The Board of Directors:

Approves a list of preferred consultants to serve as the District's bond underwriters for publicly offered, negotiated financings.

BACKGROUND

The District Finance Division identified the need for the District to re-evaluate its current municipal bond underwriting services and issue a Request For Qualifications for the services of a highly qualified municipal bond underwriter firm to provide as-needed professional services to the District, to formulate and implement negotiated bond transactions and other loan financing programs.

Local governments retain bond underwriters to assist in the issuance of bonds/debt when a negotiated sale process is utilized. The primary role of the municipal underwriter is to market the District's debt to investors. Typically, when the District and an underwriter reach agreement on the pricing of the debt at the time of sale, the municipal underwriter purchases the entire bond issue and resells the bonds to investors. The Government Finance Officers Association (GFOA) recommends that a municipal underwriter(s) be selected using a Request for Proposals (RFP) or Request for Qualifications (RFQ) process.

The municipal underwriter is a key member of the District's financing team, along with the District's financial advisor. The District's goal in selecting an underwriter for a given financing is to select an underwriter which has the greatest potential to obtain the highest possible price (and lowest interest cost). The GFOA recommends establishment of a preapproved underwriter "pool" to streamline the process.

The underwriting and broker dealer will be expected to assist with, but not limited to, the following activities:

1. Provide customary underwriter or other broker dealer services in connection with District financial transactions, including specific project review, preparation, and implementation of rating agency and insurance company presentations.

2. Propose or review and comment upon transaction documents to the extent they relate to the issuance of obligations by the District.
3. Propose or review and comment upon the structure, alternatives, and feasibility of any proposed transactions.
4. Advise staff on the size and timing of transactions and issuance of additional obligations, redemption prior to maturity and call premiums.
5. Participate in meetings with and presentations to the District Board, District staff, consultants, and rating agency.
6. Provide other services as needed in connection with a particular financing transaction.

The District utilized a RFQ process to select the recommended bond underwriter firms. District staff issued an RFQ to three firms and posted the RFQ on the District's webpage at www.yourcsd.com. A total of six firms responded to the District's RFQ by the deadline, including: Hilltop Securities Inc., Piper Jaffray & Co., Stifel Public Finance, 280 Securities, Brandis Tallman LLC, and Roberts Ryan.

ANALYSIS

The six proposals were reviewed by the District's evaluation and selection panel consisting of District staff. Staff's recommendation was based on the consultants' written submittal as compared with the established criteria. Those criteria include:

- Experience,
- Firm's approach and understanding of the District's needs,
- Firm's assigned professionals,
- Firm's cost structure, and evidence of a strong customer service ethic.

The selection panel is recommending the following three firms:

1. Hilltop Securities Inc.,
2. Piper Jaffray & Co
3. Stifel Public Finance

A copy of each of the recommended firm's proposal has been placed on file with the Board Clerk and is available for review by interested parties.

Staff proposes to retain the preferred underwriter firms list for a period of up to three years, with the option for the General Manager, upon the recommendation of the Chief Administrative Officer, to extend the preferred contractor list for two one-year periods. The use of a given firm will depend on circumstances. For example, if a firm brings a creative approach to financing for the District's consideration, that firm would be selected if the District chose to pursue the idea. Also, depending on the type of financing, the District will utilize the preferred consultant list to select a firm with specific expertise. Finally, the District may use an informal request for proposals to solicit informal proposals from more than one firm on the list. Use of the list will provide maximum flexibility, yet utilize a prequalified pool of firms.

In most cases, the only legal relationship between the issuer and the underwriter is created when the Bond Purchase Agreement is executed at the time the bonds are priced. Therefore, the use of a bond underwriter is quite different from the process used when the District is procuring goods and services.

The preferred consultant list will be used by the District for all publicly offered, negotiated financial debt issuance. It is possible that staff would not use the preferred consultant list in instances where the city is considering private placement transactions, which are not publicly offered.

FINANCIAL ANALYSIS

The selection of a preferred consultant to provide municipal bond underwriting and other broker dealer services will have no immediate fiscal impact to the District. The District's preference is that the bond underwriter fees will be contingent upon bond sales and would be paid out of the bond proceeds. The consultant fees will be negotiated on either an hourly or fixed fee basis, based on the financing project.

The action recommended in this report does not commit the district to award any contract, pay any costs incurred in the preparation of the response to this request, or to procure or contract for any service.

All work performed under this contract must be individually authorized in advance in writing, by the Chief Administrative Officer. District staff assigned to the project will administer the terms of the contract related to that particular project. The District makes no guarantee or representation that it will pursue any of the particular financing projects contemplated herein.

SUSTAINABILITY ANALYSIS

Not applicable

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

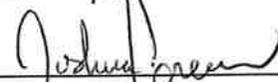


Nitish Sharma,
Chief Administrative Officer

Attachments:

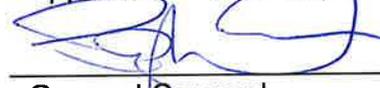
1. Consultant Submittal in Response to RFQ from Hilltop Securities Inc.
2. Consultant Submittal in Response to RFQ from Piper Jaffray & Co
3. Consultant Submittal in Response to RFQ from Stifel Public Finance

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

STAFF REPORT



DATE: January 15, 2020

TO: Board of Directors

FROM: Nitish Sharma, Chief Administrative Officer

BY: Jeremy Edwards, Finance Manager

SUBJECT: APPROVAL OF PREFERRED MUNICIPAL BOND CONSULTANTS LIST

RECOMMENDATION

The Board of Directors:

Approves a list of preferred consultants to serve as the District's Bond Counsel for publicly offered, negotiated financings.

BACKGROUND

The District Finance Division identified the need for the District to re-evaluate its current municipal bond counsel services and issue a Request For Proposals for the services of a highly qualified municipal bond counsel firm to provide as-needed professional services to the Cosumnes Community Service District, to formulate and implement negotiated bond transactions and other loan financing programs.

Local governments retain bond counsel to assist in the issuance of bonds/debt when a negotiated sale or public offering process is utilized. The primary role of the bond counsel is to provide an objective legal opinion with respect to the validity of the bonds and other subjects, particularly the tax treatment of the interest on bonds. The opinion of bond counsel provides assurance both to issuers and to investors who purchase the bonds that all legal and tax requirements relevant to the matters covered by the opinion are met. An issuer should assure itself that its bond counsel has the necessary expertise to provide an opinion that can be relied on and will be able to assist the issuer in completing the transaction in a timely manner. The Government Finance Officers Association (GFOA) recommends that issuers select bond counsel on the basis of merit using a competitive process and review those relationships periodically. A competitive process using a request for proposals (RFP) or request for qualifications (RFQ) permits issuers to compare qualifications of firms and select a firm or firms that best meets the needs of their community and the type of financing being undertaken.

The bond counsel will be expected to assist with, but not limited to, the following activities:

- a) Render the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the

- excludability of interest on the bonds from gross income for federal and/or state income tax purposes;
- b) Prepare and review documents necessary or appropriate for the authorization, issuance, sale and delivery of the bonds, coordination of the authorization and execution of these documents. Drafting and/or negotiating any legal documents necessary for the financing, including any necessary resolutions, ordinances, minutes and other documents for the issuance and sale of the bonds and furnishing instructions and advice in connection with these activities;
 - c) Review or prepare those sections of the offering document to be disseminated in connection with the sale of the bonds as related to the bonds, financing documents, bond counsel opinion, and tax exemption;
 - d) Regularly attend meetings of the financing team from project inception through delivery of the bonds; attend, and/or present at, meetings of the District's Board of Directors as requested;
 - e) Participate as requested in activities associated with presenting information to rating agencies;
 - f) Prepare closing documents, including a closing memorandum, and furnish copies of all final transcripts to all requesting participants;
 - g) Attend the delivery of the bonds;
 - h) Review any legal issues related to the structure of the bond issue and/or the proposed sale;
 - i) Prepare any other documents necessary, including legal opinions, for issuance of the bonds;
 - j) Provide incidental advice relating to the subsequent uses of bond proceeds, such as on individual real property purchases and specific improvement projects.

ANALYSIS

The District received five proposals, which were reviewed by the District's evaluation and selection panel consisting of District staff. Staff's recommendation was based on the consultants' written submittal as compared with the established criteria. Those criteria include:

- Experience, years in business,
- Experience in tax matters and the attorney who practice full time in the area specific to public finance tax law,
- Experience of the firm and its approach to applicable securities laws,
- ability of the firm to assigned personnel to evaluate legal issues, prepare documents and complete bond tasks in a timely manner; and
- Malpractice insurance carried including error and omissions.

The selection panel is recommending the following three firms:

1. Best Best & Krieger,
2. Jones Hall,
3. Stradling Yocca Carlson & Rauth.

A copy of each of the recommended firm's proposal has been placed on file with the Board Clerk and is available for review by interested parties.

Staff proposes to retain the preferred underwriter firms list for a period of up to three years, with an option for the General Manager, upon recommendation of the Chief Administrative Officer, to extend the preferred contractor list for two one-year periods. The use of a given firm will depend on circumstances and nature of the debt instrument as determined by the Chief Administrative Officer. In summary, District may use an informal request for proposals to solicit informal proposals from more than one firm on the list. Use of the list will provide maximum flexibility yet utilize a prequalified pool of firms.

The preferred consultant list will be used by the District for all publicly offered, negotiated financial debt issuance.

FINANCIAL ANALYSIS

The selection of a preferred consultant to provide municipal bond counsel and other services will have no immediate fiscal impact to the District. The District's preference is that the bond counsel fees will be contingent upon bond or debt instrument sales and would be paid out of the proceeds. The consultant fees will be negotiated on either an hourly or fixed fee basis, based on the financing project.

The action recommended in this report does not commit the District to award any contract, pay any costs incurred in the preparation of the response to this request, or to procure or contract for any service.

All work performed under this contract must be individually authorized in advance in writing, by the Chief Administrative Officer. District staff assigned to the project will administer the terms of the contract related to that particular project. The District makes no guarantee or representation that it will pursue any of the particular financing projects contemplated herein.

SUSTAINABILITY ANALYSIS

Not applicable

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Staff Report recommendation authorized by:

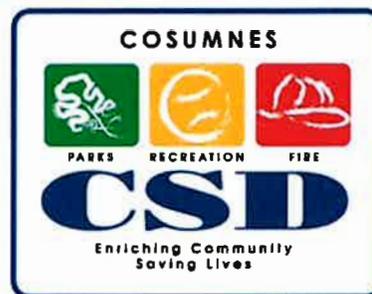

General Manager

Approved as to Form:


General Counsel

STAFF REPORT

DATE: January 15, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Jeremy Edwards, Finance Manager



SUBJECT: AGREEMENT WITH GOVINVEST INC. TO PROVIDE LICENSING OF ANALYTICAL SOFTWARE PROVIDING REAL TIME ANALYSIS AND TOOLS FOR LONG-TERM MANAGEMENT OF PENSION AND RETIREE HEALTH BENEFITS, POSITION BUDGETTING AND BI-ANNUAL UPDATE TO OTHER POST-EMPLOYMENT BENEFITS ACTUARIAL STUDY

RECOMMENDATION

The Board of Directors:

Approves Resolution No. 2020-05 authorizing the General Manager to execute an agreement with GovInvest Inc., to provide the District with the use of the software for the Pension Liabilities Modules, Retiree Health Benefits analysis, Position Budgeting tools and preparation of the Government Accounting Standards Board (GASB) 45/75 and GASB 68 actuarial valuation reports.

BACKGROUND

The District is dedicated to ensuring the fiscal resilience of the District, while also honoring the commitments made to its employees once they retire by addressing its unfunded pension and other post-employment benefit (OPEB) liabilities. This contract will provide the data necessary for staff, District Board, labor groups and the public to be able to make fully informed decisions. The software-based approach makes the data easier to read and to use by all parties.

In 2012, the GASB issued Statement No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires that governmental employers that sponsor defined benefit plans (i.e., CalPERS) recognize a net pension liability (unfunded accrued liability) on their balance sheet. This is the difference between the District's total pension liability (actuarial accrued liability) and the market value of actual plan assets. The District reported this liability for the first time in its June 30, 2015 Comprehensive Annual Financial Report (CAFR). The unfunded liability as of the most recent CalPERS valuation dated June 30, 2018 totaled \$67,421,624 million.

In 2015, the GASB issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. Under GASB 75, the District is required to report the liability for OPEB on its balance sheet. The latest OPEB actuarial study was

prepared from data available as of June 30, 2018, and a current study using data as of June 30, 2019 is underway and will be completed prior to the end of fiscal year 2019/20. As of June 30, 2019, the actuarial accrued OPEB liability amounted to \$45,061,840.

ANALYSIS

To determine the balance of the unfunded liabilities as of June 30 of each fiscal year, and to comply with the GASB statements, the District orders actuarial studies of pension and OPEB liabilities. Results of these studies are the outcome of complex actuarial calculations using the District's demographics of qualified employees, retirees, and their beneficiaries; benefit information; and actuarial assumptions, such as longevity and investment return discount rates. CalPERS, administrators of the District's retirement plan, prepares the pension actuarial study annually by using two-year old data. Third party independent consultants prepare the OPEB actuarial study bi-annually. The District's last OPEB actuarial study was generated using information available as of June 30, 2018.

Therefore, using the actuarial studies in making long term financial decisions related to: salaries and benefits of District employees, typically during the negotiations with various bargaining units; hiring decisions; or evaluations of various strategies to pay down the unfunded liabilities is not practical, reliable, timely, or cost effective.

The District released a Request for Qualifications for actuarial services and received three responses. Staff recommends the GovInvest proposal.

GovInvest offers a software program that uses real time data, quickly translates complicated actuarial analysis, and allows management staff and elected officials to make informed decisions concerning employees' benefits. Agencies who work with GovInvest (cities of South Gate, Lakewood, Avalon, Newport Beach) receive the added benefit of seeing the results of their actuarial valuations on a Total Liability Calculator. This calculator provides interactive visualizations, allows decision makers to adjust the assumptions and variables to stress-test different scenarios, provides cost projections, and includes additional key metrics that help to form context for finding solutions to paying down unfunded liabilities.

GovInvest is a powerful, cloud-based software with capabilities to forecast pension and OPEB information on an interactive, visual, analytical, and transparent platform. The software can adjust assumptions and provide information on certain identified scenarios by utilizing key metrics such as cost and liability projections, sensitivity analysis, investment return analysis, and demographic analysis.

GovInvest packet includes a dynamic tool to prepare position budgeting, labor costing worksheets and other employee compensation analysis in real-time. This will allow the District to provide assurance that the results of the labor negotiations are financially sustainable and prudent.

Some sample analyses the District could investigate include the following: what happens if the District or CalPERS changes the discount rate, amortization period, medical benefits, number of employees; or the District makes a lump sum payment to pay down the unfunded liabilities. In addition, the information can be broken down by funding sources or

bargaining units. This type of actuarial analysis generally can take weeks or months for a traditional actuarial consulting firm to produce, and can cost thousands of dollars per scenario change. GovInvest software produces these results instantly at no additional charge.

In addition to providing the software, GovInvest, also includes the bi-annual OPEB actuarial valuation, in compliance with the GASB 45 and 75 requirements as part of the service.

GovInvest software is a proprietary product that does not have a present competitor. The proposed term of the agreement is three years with up to two one-year options upon expiration of the initial contract. GovInvest, during the term of this agreement, will prepare two actuarial studies as of June 30, 2020 and June 30, 2022.

If the actuarial services and technology licensing agreement is approved by the District Board, it is anticipated that it will take eight to ten weeks to upload the District's employee and CalPERS pension data before the information can be analyzed for various scenarios the District would like to consider.

FINANCIAL ANALYSIS

The total cost of the three-year contract is \$192,500 plus \$7,500 contingency to account for additional services to implement the program. The cost for the first year of the proposed new contract is \$86,250 (\$30,000 in one-time costs for onboarding the labor costing, pension, and the OPEB software, \$37,500 in license fees, \$18,750 for the GASB 75 roll-forward valuation). The second and third years will cost \$50,000 and \$56,250, respectively. The costs for each year will be incorporated into future budgets; the budgetary impact in the current year is \$74,450 and the additional costs of \$11,800 will be absorbed in the actuary services contract of \$15,000 in the existing Administrative Services budget.

SUSTAINABILITY ANALYSIS

Not applicable

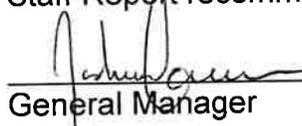
Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

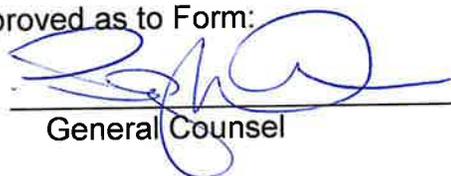


Nitish Sharma,
Chief Administrative Officer

Staff Report recommendation authorized by:


General Manager

Approved as to Form:


General Counsel

Attachment A

**RESOLUTION NO. 2020-05,
RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AGREEMENT WITH
GOVINVEST, INC. TO PROVIDE LICENSING OF ANALYTICAL SOFTWARE PROVIDING
REAL TIME ANALYSIS AND TOOLS FOR LONG-TERM MANAGEMENT OF PENSION AND
OTHER POST-EMPLOYMENT BENEFITS (OPEB) LIABILITIES, POSITION BUDGETING,
INCLUDING BI-ANNUAL UPDATE OF OPEB ACTUARIAL STUDY, POST-
EMPLOYMENT/PENSION BENEFIT SOFTWARE AND ACTUARIAL SERVICES TO THE
DISTRICT**

WHEREAS, the District has identified the need to retain the services of a highly qualified post-employment benefit/pension actuary and the proprietary software that will incorporate the District's employee-specific data for OPEB and pension benefits, prepare OPEB valuations and a report on the plan assets and liabilities consistent with Government Accounting Standards Board (GASB) Statement No. 75 and prepare annual pension disclosure in compliance with GASB 68 and assist in the study and analysis of the cost of employee benefits, both short-term and long-term; and

WHEREAS, the District released a Request for Proposals for OPEB/pension actuary services and software to model the OPEB/pension costs and received a total of three responses; and

WHEREAS, after careful evaluation of all three proposals, the firm of GovInvest Inc., is the top recommendation.

WHEREAS, GovInvest, Inc., based in Torrance, California, has a successful record and wealth of experience serving as an actuary and employee benefit cost consultant to many cities and special districts located throughout California; and

WHEREAS, the Consultant would be placed under a three-year contract, not to exceed \$200,000, with up to two one-year options upon expiration of the initial contract; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cosumnes Community Services District that the General Manager, in consultation with the District Attorney, is hereby authorized to execute an Agreement with GovInvest Inc., to provide actuary and other benefit consultant services to the District.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Service District this 15th day of January 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Board President

ATTEST: _____
Elenice Gomez
Board Clerk

STAFF REPORT

DATE: January 15, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Jeremy Edwards, Finance Manager
SUBJECT: APPROVAL OF DISTRICT'S FINANCIAL ADVISORY SERVICES CONTRACT



RECOMMENDATION

The Board of Directors:

Approves an agreement with Urban Futures, Inc. to serve as the District's financial advisor for a period of three years and an option to add two additional years upon recommendation of the Chief Administrative Officer and approval of the General Manager.

BACKGROUND

The District's Finance Division has identified the need for the District to re-evaluate its current financial advisor services and issue an Request For Proposals (RFP) for the services of a highly qualified financial advisory firm to provide as-needed professional services to the District, to formulate and implement bond issue(s), assist in the financing structure, assist with the preparation of Official Statement(s), assist with bond pricing and/or evaluate bids, and advise the District regarding financial matters.

Local governments retain a financial advisor to assist in the structuring and issuance of debt either through a competitive or negotiated sale process. The financial advisor represents the District, and only the District, in the sale of debt instruments. The Government Finance Officers Association (GFOA) recommends that a financial advisor be selected independent of the bond underwriter, and that a Request for Proposal process be utilized to select the consultant.

The financial advisor would be placed under a master contract with the District that would require a separate contract amendment for each financing proposal in order to separate out the scope and budget for each. The District anticipates a number of future financings associated with the lease equipment financing, lease revenue bonds, State of California Infrastructure Loan, and other current or future debt.

The District seeks the services of a financial advisor to assist with a range of services related to the District's financing needs. The financial advisor will be expected to assist with, but not limited to, the following activities:

1. Evaluate and make recommendations on alternative financing strategies for managing the District's current or future debt to achieve the best value for taxpayers.

2. Provide as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, and third party alternative financing.
3. Provide other financial advisory services to the District as needed and serve as liaison with various stakeholders, including rating agencies. This includes participating in community engagement.
4. Conduct independent analysis of financing alternatives, reviewing all aspects of negotiated pricings, monitoring performance of underwriting teams, post-issuance analyses, and all tasks during the process.
5. Manage the implementation of District-approved financing efforts. This will involve, in relation to each financing effort, advising and supporting the District in selecting members of the financing team (such as bond counsel and an underwriter); negotiating contracts with firms on the financing team; and defining the tasks, schedule, and deliverables of the members of the financing team.
6. Develop a strategy for financing needs, including preparation of financing schedules and recommendations regarding timing of bond issuance; provide alternative financial strategies and comparable pricing of similar debt instruments. Review legal documents associated with anticipated financings.
7. Advise the District on the advantages and disadvantages of negotiated versus competitive bond sales. If competitive public sale is used, advise the District as to whether to accept or reject bids to purchase the bonds. If a negotiated sale is used, advise the District as to whether bond purchase agreement submitted by investors should be accepted or rejected. Manage competitive or negotiated bond sale process. Arrange for pre-marketing of proposals.
8. Provide interest rate sensitivity analysis of potential bond issuances, and provide estimates on changes in interest rates on annual debt service schedule.
9. Work with District's bond counsel as member of the financing team in recommending the size and structure of proposed bond issuance, with an analysis of options and alternatives.
10. Assist with any presentation the District's financing team may be required to make to the rating agencies.
11. Assist bond counsel in preparing an official statement as required; assist with filings associated with bond issuances; and provide other financial services as requested.

The District utilized a RFP process to select the recommended financial advisor consultant firm. District Finance staff issued an RFP to two firms and posted the RFP on the District's webpage at www.yourcsd.com. KNN Public Finance, and Urban Futures, Inc. were the only two firms who responded to the RFP by the deadline.

The proposals were reviewed by the Finance staff evaluation and selection panel. The panel reviewed both proposals and scored them based on the following six evaluation criteria:

- 1) Completeness of Response (10 points),
- 2) Meet Current and Projected Service Requirements (25; points);
- 3) Qualification and Experience (25 points);

- 4) Pricing/Cost (15 points);
- 5) Commitment to Customer Service (10 points); and
- 6) Quality of References (10 points).

The results and ranking were:

- 1. Urban Futures, Inc.
- 2. KNN Public Finance

The panel interviewed both firms via conference call. The decision is based on a combination of the overall proposal, pricing structures, size of the organization, responsiveness to clients, and the responses to interview questions. The evaluation and selection panel is recommending the consulting firm of Urban Futures, Inc. to be the District's financial advisor.

ANALYSIS

Staff proposes to retain the financial advisor under a master contract for a period of up to three years with an option to extend the preferred contractor list for two one-year periods. The District will execute a separate contract amendments with the consultant for each separate project in order to better determine compensation and overall project responsibilities.

Urban Futures, Inc is based in Tustin, California, and currently serve as financial advisor to a number of cities as well as a number of other special districts throughout the state.

FINANCIAL ANALYSIS

The selection of the recommended consultant to provide financial advisory services will have no immediate fiscal impact to the District. The District's preference is that the financial advisor's fees will be contingent upon debt instrument sales and would be paid out of the proceeds. The consultant fees will be negotiated on either an hourly or fixed fee basis, based on the financing project.

SUSTAINABILITY ANALYSIS

Not applicable

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



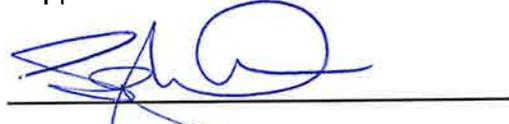
Nitish Sharma,
Chief Administrative Officer

Staff Report recommendation authorized by:



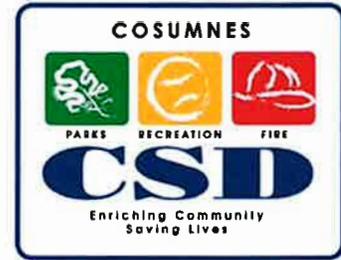
General Manager

Approved as to Form:



General Counsel

STAFF REPORT



DATE: January 15, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Joe Ambrosini, Human Resources Director

SUBJECT: AWARD OF CONTRACT- BURNHAM BENEFITS INSURANCE SERVICES

RECOMMENDATION

The Board of Directors:

1. Awards a three-year contract with an option to renew for two additional years to Burnham Benefits Insurance Services to provide strategic planning, design, funding, administration, and communication consulting services with respect to the District's employee benefit programs; and
2. Authorizes the General Manager to execute the contract and extend the current contract to two additional years.

BACKGROUND/ANALYSIS

The District provides a variety of benefits to its employees including, but not limited to: health, dental, and vision insurance; life and accidental death and dismemberment insurance; supplemental life insurance; long-term disability insurance; employee assistance program (EAP); and flexible spending accounts (FSA). Currently, the District utilizes three separate brokers and/or works directly with the vendors to identify, analyze, and prepare contracts for benefit changes and enhancements. The current program offered by multiple vendors require a significant amount of staff time to manage and administer the programs. Staff in the Human Resources Division have been evaluating the current process to streamline the services being provided to employees. In addition, District staff must stay up to date on the ever-changing regulatory environment surrounding employee benefits, including the Affordable Care Act and Internal Revenue Code.

The current providers service level to the District does not meet the requirements set forth by the District. This is primarily due to the fact that the current provider services are more tailored towards larger organizations like City governments. Staff have been evaluating and corresponding with various firms to determine the best provider that may be small enough to provide the best service to the District. Staff identified Burnham Benefits as a company that can meet the needs of the District, and subsequently received a proposal from Burnham to provide all benefit related services under one umbrella. The expertise of Burnham will help the District identify and negotiate options for employee benefit offerings, enhance existing processes, improve communications with employees regarding their benefits, and serve as an advisor on all regulatory matters and compliance issues. Additionally, Burnham is a "B Corp" certified company, meaning the company has achieved certification related to rigorous standards of social and environmental performance, accountability, and

transparency. Burnham is one of just 1,250 companies internationally to achieve such distinction. Also, Burnham is a Women's Business Enterprise National Council (WBENC) certified business, meaning that the company is at least 51% owned, controlled, operated, and managed by a woman or women. Lastly, Burnham serves 29 agencies in the Sacramento region, 55 in Northern California, and 650 across the entire firm. Based on all these factors staff identified Burnham as the ideal company to support the District's employee benefit needs.

FINANCIAL ANALYSIS

The costs for Burnham's services will be paid through the current employee benefits vendors (i.e. vision, EAP, life insurance, etc.) providing services to the District. Burnham has agreed to take over the existing commissions/fees being paid to other brokers that the District currently uses. Staff does not believe the change in the benefit brokers will have any additional impact on the District Finances.

SUSTAINABILITY ANALYSIS

There is no sustainability analysis applicable to what is being requested in this report.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Nitish Sharma,
Chief Administrative Officer

Attachment A- Contract with Burnham Benefits Insurance Services

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Cosumnes Community Services District (CCSD), hereinafter referred to as "Client" and Burnham Benefits Insurance Services, hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

A. Consulting and brokerage services for the following benefit programs:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- Short-Term Disability
- Long-Term Disability
- Supplemental Life Insurance
- Retiree Medical Insurance
- Voluntary/Worksite Benefits

B. **Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

C. **Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

D. **Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.

E. **Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; and monitor program costs against expectations.

F. **Communication.** Consultant will assist in drafting employee communications including benefit summaries, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- G. ACA consulting services, including the following:**
- ACA readiness analysis & financial modeling, including:
 - ACA compliance & applicability
 - Affordability Report
 - Full-time Employee Analysis and Variable Hour Tracking Assessment
 - Cadillac Tax Projection
 - ACA Reporting Assessment & Preparation
 - ACA Compliance Audit
 - Summary of Compliance Recommendations
 - Webinars, Educational Meetings, and Presentations
- H. Other Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including topics such as ACA, COBRA, HIPAA, and Section 125.
- I. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
- a) Consultant shall meet with Client on an as needed basis to review all activities performed by Consultant during the prior period. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - b) Consultant shall meet with Client semi-annually to review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
 - c) Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period.
- J. Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- K. Benefits Administration.** Consultant will provide Client with access to Ease Central for benefit administration purposes. This support includes populating the initial data, ongoing updates and open enrollment.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** This initial term of this Agreement shall be three years, commencing on January 1, 2020 and ending December 31, 2022("Initial Term"). Thereafter, this Agreement may renew

for two additional years at the discretion of Client's General Manager, until terminated as described below.

B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon ninety (90) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within thirty (30) days after the notice is received;
- b) By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are to be paid through the current employee benefits vendors (medical, dental, vision, etc.) providing services to Client. Client agrees to total compensation as outlined in Exhibit 1, attached hereto and incorporated by reference.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual written agreement between Consultant and Client. Such programs and services may include, but not be limited to, special employee surveys, employee communication materials (printing), and additional voluntary benefit programs (beyond those already in place as of the start of this contract).

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause upon the prior written approval of Client, which approval shall not be unreasonably withheld or delayed. The Account Management Team consists of the following individuals:

Primary Service Team:

Tina Koenig, Vice President
Sara Corp, Senior Account Manager

6. Client's Responsibilities

Client agrees to provide Consultant with the necessary data and records that Consultant requires in order to perform the services Consultant agrees to perform under the terms of this Agreement. Such data and records include, but are not limited to, written plan materials, contracts, policies, notices, enrollment data, disenrollment data, and census data. The data and records will be provided as of the Effective Date and will be updated promptly and timely as necessary throughout the term of this Agreement. Consultant's ability to provide Client with the services provided for in this Agreement is conditioned upon Consultant's receipt of accurate and timely information from Client. Consultant will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to Consultant.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement.

7. Records and Protected Health Information

All sensitive information is agreed to be handled in a manner consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines. Furthermore, Consultant understands and agrees to limit its use and disclosure of protected health information, as such term is defined under HIPAA, and a separate Business Associate Agreement will be executed to this end to the extent applicable.

8. Independent Contractor

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use reasonable efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility

Client acknowledges that:

- A. Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans;
- B. Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and
- C. Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Consultant is solely an insurance broker and consultant, and has no discretionary control over plan assets; thus, in the event Client's employee welfare benefit plan or plans are deemed to be governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), Client, and not Consultant, shall be and is the ERISA fiduciary for the plan or plans.

10. Legal Compliance

Consultant is not licensed to practice law and the services provided under the terms of this Agreement are not intended as a substitute for legal advice. Client, and not Consultant, shall be solely responsible for complying with, and consulting with legal counsel with respect to, its legal obligations under the terms of this Agreement, as well as Client's compliance obligations under federal and state insurance, employee benefits, privacy, and labor laws and regulations (including, but not limited to, HIPAA, COBRA, and the Internal Revenue Code). Client is also solely responsible for determining, and consulting with legal counsel with respect to, the legal sufficiency of written documents relating to Client's employee welfare benefit plans, including but not limited to plan documents, summary plan descriptions, insurance policies and contracts, notices, and communications materials, including those that may be provided by Consultant. The responsibilities of Client include, but are not limited to, meeting its reporting and disclosure obligations, conducting any discrimination testing that may be required under the Internal Revenue Code for its plans, and complying with federal and state privacy laws (including HIPAA). Client should consult legal counsel before entering into any insurance policies, contracts, or vendor arrangements.

Consultant shall maintain in effect all licenses it is required by California law to maintain in order to perform its obligations under this Agreement.

During the performance of this Agreement, Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant shall comply with the provisions of the District's Harassment Policy, the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder.

11. Confidentiality

Each party (in such capacity, "Recipient") will not access or use Confidential Information of the other (in such capacity, "Discloser") for any purpose other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence. Recipient may disclose the Discloser's Confidential Information to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section 11. The term "Confidential Information" means the provisions of this Agreement (which shall be the Confidential Information of both parties, subject to the following sentence), and any and all information, written or oral, provided or made available by or on behalf of one party or its affiliates, contractors, or vendors to the other party or its affiliates, contractors, or vendors in connection with this Agreement or the parties' relationship hereunder, whether or not designated as confidential. Consultant may disclose an accurate summary of the relationship formed hereunder, provided that Consultant does not reveal any associated pricing information, or other relationship details not included in prior disclosures that Client has previously and expressly designated as being excluded from this disclosure right. Information of a third party to whom a party owes a duty of confidentiality will be treated as Confidential Information of that party if it meets the description above. However, (a) Confidential Information does not include information that: was or is publicly available other than as a result of breach of this Agreement by Recipient; was or is lawfully received by the Recipient free of any obligation of confidentiality, or is independently developed by or on behalf of the Recipient without the use of the Discloser's Confidential Information; and (b) Recipient may disclose the Discloser's Confidential Information to the extent such disclosure is necessary in connection with the enforcement of this Agreement; or necessary to comply with any legal or regulatory requirements, including but not limited to the California Public Records Act (Government Code Section 6250 et seq.), provided that the Recipient gives the Discloser prompt notice of the compelled disclosure and cooperates with the Discloser in seeking a protective order or any other protections available to limit the disclosure of the Discloser's Confidential Information.

12. Insurance

During the term of this Agreement, Consultant shall procure and maintain for itself and its employees all insurance coverage as required by federal or state law. Consultant shall additionally procure and maintain a policy of general liability insurance in the amount of no less than \$1,000,000 for each occurrence, which shall be endorsed to name the Client and Client's officials, employees, agents and volunteers as additional insureds.

13. Limitation of Liability

Neither Client nor Consultant shall be liable to the other Party for any lost profits or for any indirect, incidental, consequential, punitive or other special damages suffered by Client or Consultant, respectively, arising out of or related to this Agreement, even if advised of the possibility of such damages.

14. Indemnity

- A. To the fullest extent permitted by law, Consultant and Client agree to save, indemnify, defend and hold harmless each other, including the directors, officers, employees or agents of Consultant and Client from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court

costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Consultant and Client or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined.

- B. Nothing to the contrary withstanding, any limitation on liability and/or remedies set forth herein does not apply in the event that the services performed under the Agreement results in injury or death to persons or damage to tangible property.

15. Disputes / Arbitration

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, or the Limitation of Liability and Indemnity provisions of this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Sacramento. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

16. Miscellaneous

This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, and any other warranties or agreements are hereby superseded. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by an appropriate officer or duly authorized employee of each party to the Agreement.

If any provision set forth in the Agreement is invalid or unenforceable under any law, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law. The modified provision shall be enforceable and enforced, provided it does not impose on any party obligations or benefits that are materially greater than those provided under the original provision.

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement, operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any litigation or arbitration between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Any notice, demand, or request given in accordance with this Agreement shall be given by personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the

United States mail, registered or first-class, postage prepaid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a party (personally, by messenger, or by an overnight courier service); when the facsimile transmission occurs; or two days after the date the notice is deposited in the United States mail, postage prepaid.

Notice shall be given to Consultant as follows:

2211 Michelson Drive, Suite 1200
Irvine, CA 92612
Attn: Kris Allison, President & CEO

Notice shall be given to Client as follows:

8820 Elk Grove Blvd
Elk Grove, CA 95624
Attn: Human Resources Director

Each party to this Agreement has had the opportunity to consult with counsel of its choice as to the form and content of this Agreement and the advisability of executing it. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party, and shall be binding upon the successors and permitted assigns of each party.

Neither party will be responsible for any delay or failure in the performance of its duties caused by forces or events beyond its reasonable control.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

Cosumnes Community Services District

Signature

Date

Title

Burnham Benefits Insurance Services

Signature

Date

Title

Exhibit 1

Full Service Consulting & Fees

Service Description	Fee or Commissions
<p>Benefits Consulting, Development & Cost Management</p> <ul style="list-style-type: none"> • Strategic plan development & management ▪ Renewal evaluation, marketing & negotiations ▪ Cost analysis, market study & carrier trend analysis ▪ Comprehensive plan design evaluation ▪ Network comparisons and utilization ▪ Benchmarking data research and reports ▪ Targeted consumerism assessment (HSA, FSA, HRA, CDHP, etc.) 	<p>Full-Services Consulting Contract: Takeover of existing commissions/fees</p>
<p>Underwriting and Analytics</p> <ul style="list-style-type: none"> ▪ In-House Industry Underwriters ▪ Budgeting & contribution modeling ▪ Claims analysis - self funded & fully insured (based on carrier availability) 	<p>Included in above commissions</p>
<p>Affordable Care Act Compliance</p> <ul style="list-style-type: none"> ▪ ACA readiness analysis & financial modeling, including: <ul style="list-style-type: none"> - ACA compliance & applicability - Affordability Report - Full-time Employee Analysis and Variable Hour Tracking Assessment - Cadillac Tax Projection ▪ ACA Reporting Assessment & Preparation ▪ ACA Compliance Audit ▪ Summary of Compliance Recommendations ▪ Webinars, Educational Meetings, and Presentations 	<p>Included in above commissions</p>
<p>Other Compliance Services (State and Federal)</p> <ul style="list-style-type: none"> ▪ In-House Attorney, Compliance Department ▪ ACA, COBRA, HIPAA, State & Federal Legislative Updates ▪ Contract review & notice disclosures 	<p>Included in above commissions</p>
<p>Communications</p> <ul style="list-style-type: none"> ▪ In-House Marketing & Communications Design Team ▪ Onboarding - EE & open enrollment meetings - face-to-face / webinars ▪ Custom benefit enrollment brochures ▪ Employee surveys ▪ Total compensation statements, Hidden Paychecks ▪ Market ready collateral (ACA, wellness, financial tips, etc.) 	<p>Included in above commissions</p>
<p>Innovation & Technology</p> <ul style="list-style-type: none"> ▪ In-House or Independent review of technology solutions ▪ EDI & systems management and integration ▪ Benefits Administration through Ease Central. 	<p>Included in above commissions</p>
<p>Health & Well-Being</p> <ul style="list-style-type: none"> ▪ In-House Wellness Consultant ▪ Wellness initiatives and ongoing support, active participation on committee ▪ Health fairs and flu shots support 	<p>Included in above commissions</p>
<p>Value Added Services Included</p> <ul style="list-style-type: none"> ▪ Benefits Hotline / Call Center, ▪ Eligibility, claim, billing and access to care resolution ▪ HR Consulting, Hotline and Unlimited Online Training 	<p>Included in above commissions</p>

Note that above fees do not include third party actuarial services to the extent Client utilizes them. In addition, the above compensation does not contemplate any special projects that would be billed separately (e.g., printing of communication materials).

STAFF REPORT



DATE: January 15, 2020

TO: Board of Directors

FROM: Joshua Green, General Manager

BY: Carolyn Baptista, Sr. Management Analyst

SUBJECT: APPROVAL OF BOARD POLICIES: SECTION 1000 ADMINISTRATIVE RULES

RECOMMENDATION

The Board of Directors adopts Resolution No. 2020-06 (Attachment A) approving the policies within Section 1000 Administrative Rules.

BACKGROUND/ANALYSIS

From time to time, it is necessary to update the District's policies and procedures and create new ones to ensure the appropriate control and management of District affairs. Regularly reviewing policies and procedures help keep the District up to date with regulations, technology, and government best practices.

This past year, staff have taken a hard look at the policies and procedures the District has created. The Executive Team has determined a complete overhaul of all Board and District policies and procedures must be performed in order to bring the District up to standards with organization, transparency, and accessibility of information. This will include a new comprehensive review process, policy structure, and records management system.

Review Process

The purpose of a comprehensive review process is to take an in depth look at existing policies to determine if a policy is still needed or if it should be combined with another policy. In addition, it is an opportunity for staff to provide updates as required to improve effectiveness or clarity, as well as ensure appropriate education. Staff will conduct policy review in the five stages outlined below, which will allow for a thorough assessment, implementation and record management of each policy.

Stage #1 - Policy Development

Staff will research, write, and update policies to be current with applicable laws and/or regulations, in consultation with stakeholders and subject matter experts.

Stage #2 - Policy Review

District Executive Team, select staff, and labor unions will review and provide feedback.

Stage #3 - Policy Approval

Policy will be submitted to the General Manager for review and approval.

Stage #4 - Policy Adoption

Board policies will be provided to the Board for adoption. District policies will be approved by the General Manager and Department policies will be approved by the Department Head or General Manager. Policies will be updated with the new date of adoption.

Stage #5 - Policy Records Management

It is the goal of the District to have all policies accessible to staff. Policies will be posted on the selected software platform for the District and/or Department. Staff will be notified of new or updated policies and, if necessary, an educational training will be provided.

Policy Structure

The new policy structure will categorize policies into six sections, each defining the policy type (Board, District, Department) and subject matter.

Sections		Type
Section 1000 Administrative Rules	1000 Policy Authority & Development 1100 Critical Rules	Board
Section 2000 Administration	2100 Financial Management 2200 Risk Management 2300 Communications & Technology 2400 Inventory & Property Management	District
Section 3000 Personnel	3100 Employment Practices 3200 Standards of Conduct 3300 Compensation & Benefits 3400 Health, Safety & Security	District
Section 4000 Board	4100 Board of Directors 4200 Board Meetings 4300 Roles & Responsibilities	Board
Section 5000 Fire Department	TBD	Department
Section 6000 Parks and Recreation Department	TBD	Department

Policy Approval

On February 20, 2019, the Board recently approved one new policy, #1000 Adoption and Amendment of Polices, which defines the type of polices within the District and its Departments. As reference, below is an outline of these approved policy categories.

1. Board Policy: Adopted by the District Board of Directors and implemented by the General Manager.

2. District Policy and Procedures: Approved and implemented by the General Manager.
3. Fire Department Policies and Procedure: Approved and implemented by the Fire Chief or General Manager.
4. Parks and Recreation Department Policies and Procedure: Approved and implemented by the Parks and Recreation Administrator or General Manager.

Including the attached 13 policies, there are approximately 145 total known Board and District policies which will go through this five-step review process. **Due to the restructure of all Board and District policies, staff will request the Board review and approve both Board and District policies for this origination.** After the initial Board approval, future District policies will be reviewed and approved by the General Manager per Policy #1000.

Section 1000: Administrative Rules

Included as **Attachment A** are the newly created and/or updated policies within Section 1000: Administrative Rules. These policies have been through Stages #1, #2, and #3 of the review process and are now ready for Stage #4 Policy Adoption. It is the recommendation of the Board to approve Resolution 2020-06 approving the policies within Section 1000 Administrative Rules.

1000: Policy Authority & Development (Please click on each individual policy to view files at the end)

- 1000 Adoption and Amendment of Policies
- 1005 Basis of Authority
- 1010 Organizational Mission, Vision, and Values
- 1015 Commitment to Diversity, Equity, and Inclusion

1100: Critical Rules

- 1100 Prohibited Conduct
- 1105 Prohibition Against Workplace Harassment, Discrimination, and Retaliation
- 1110 Duty to Report Unlawful or Improper Actions
- 1115 Statement of Ethical Conduct
- 1120 Workplace Violence Prohibited
- 1125 Use of District Resources
- 1130 Conflict of Interest
- 1135 Protection of Restricted and Confidential Information
- 1140 Drug and Alcohol Use Prohibited

The following updates have been included within the policies that were recently Board approved and are indicated by red text within the attachment:

- Policy 1000: Adoption and Amendment of Policies
 - Included items 1000.3, 1000.7a, and 1000.12.
- Policy 1015: Commitment to Diversity, Equity, and Inclusion
 - Included item 1015.4.

Policy 1130 Conflict of Interest is a policy required by all public agencies to adopt and maintain per the Political Reform Act of 1974, Government Code Section 81000 et seq. This policy is required by law to be reviewed and presented to the Board for amendment every two years. The Board last amended this policy on October 17, 2018. Staff have reviewed the Conflict of Interest policy and have made the attached redline changes for Board approval:

- Reformatted policy to adhere to new policy format.
- Included the positions of Parks and Recreation Director, Chief Administrative Officer and District Counsel.
- Removed the positions of Community Services Superintendent, Park Superintendent, and Recreation Superintendent.

FINANCIAL ANALYSIS

This report has no impact on District resources.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of this report.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Joshua Green
General Manager

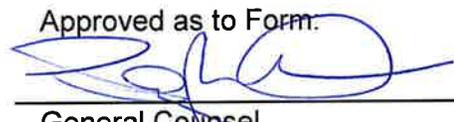
Attachment A – Resolution 2020-06 Adopting Board Policy Section 1000 Administrative Rules

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment A

RESOLUTION NO. 2020-06

**RESOLUTION OF THE COSUMNES COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
ADOPTING BOARD POLICY SECTION 1000 ADMINISTRATIVE RULES**

WHEREAS, the Cosumnes Community Services District ("District") is responsible for establishing policies and procedures to ensure the appropriate control and management of District functions; and

WHEREAS, the District must review, and if necessary, update policies and procedures to keep the District up to date with regulations, technology and government best practices; and

WHEREAS, it has been determined by District Executive Staff, all Board and District policies and procedures must be updated and redeveloped in order to bring the District up to standards with organization, transparency, and accessibility of information; and

WHEREAS, the District will implement the following policy structure for Board, District, and Department policies; and

- Section 1000: Administrative Rules (Board)
- Section 2000: Administration (District)
- Section 3000: Personnel (District)
- Section 4000: Board (Board)
- Section 5000: Fire Department (Department)
- Section 6000: Parks and Recreation Department (Department)

WHEREAS, due to the restructure of all Board and District policies, staff will request the Board review and approve both Board and District policies upon this origination, and after the initial Board approval, future District policies will be reviewed and approved by the General Manager per Policy #1000 Adoption and Amendment of Policies.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the policies listed within Section 1000: Administrative Rules set forth in Exhibit "A" incorporated herein.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 15th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

xxxx, President

ATTEST:

Joshua Green, Secretary

Attachment A

RESOLUTION NO. 2020-06

**RESOLUTION OF THE COSUMNES COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
ADOPTING BOARD POLICY SECTION 1000 ADMINISTRATIVE RULES**

EXHIBIT "A"

1000: Policy Authority & Development

- 1000 Adoption and Amendment of Policies
- 1005 Basis of Authority
- 1010 Organizational Mission, Vision, and Values
- 1015 Commitment to Diversity, Equity, and Inclusion

1100: Critical Rules

- 1100 Prohibited Conduct
- 1105 Prohibition Against Workplace Harassment, Discrimination, and Retaliation
- 1110 Duty to Report Unlawful or Improper Actions
- 1115 Statement of Ethical Conduct
- 1120 Workplace Violence Prohibited
- 1125 Use of District Resources
- 1130 Conflict of Interest
- 1135 Protection of Restricted and Confidential Information
- 1140 Drug and Alcohol Use Prohibited

STAFF REPORT



DATE: January 15, 2020

TO: Board of Directors

FROM: Michael W. McLaughlin, Fire Chief
Paul Mewton, Chief of Planning, Design and Construction

BY: John Ebner, Senior Management Analyst

SUBJECT: GARDENS AT QUAIL RUN IMPACT FEE DEFERRAL

RECOMMENDATION

The Board of Directors:

1. To approve Resolution No. 2020-04, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT APPROVING A FEE DEFERRAL AGREEMENT FOR THE DEFERRAL OF FIRE DEVELOPMENT IMPACT FEES AND EAST FRANKLIN PARK FACILITIES FEES BETWEEN THE COSUMNES COMMUNITY SERVICES DISTRICT AND ELK GROVE PACIFIC ASSOCIATES IV, LP (Attachment 1).
2. Authorizes the General Manager to execute the Fee Reimbursement Agreement attached to the report with the Developer, Elk Grove Pacific Associates IV, LP.

BACKGROUND/ANALYSIS

Elk Grove Pacific Associates IV, LP (“Applicant”) intends to develop a 96-unit affordable housing complex known as the Gardens at Quail Run. Applicant has requested that the City and District defer various development impact fees associated with this project in the amount of \$1,792,879.90, including fire impact fees totaling \$136,553.00 and East Franklin Park Facilities Fees totaling \$541,216.80.

Government Code Section 66000 et seq. allows the District to adopt a Capital Fire Facilities Fee development impact mitigation fee schedule to defray the costs associated with property acquisition, site preparation, design, construction, and equipping of fire stations within the District. On December 20, 2010 the Board of Directors adopted Ordinance No. 10, which established a capital fire facilities fee schedule for new construction and development within the District. Ordinance No. 10 has been in place since that time and has guided the District in updating its fire impact fee schedule on a yearly basis.

Government Code Section 66007 authorizes a public agency to defer the payment of impact fees until the final inspection, or the date the certificate of occupancy is issued, whichever occurs first, when the project is a residential development proposed by a nonprofit housing developer in which at least 49 percent of the total units are reserved for occupancy by lower income households. On December 11, 2019 the City of Elk Grove entered into a fee deferral agreement with the applicant after providing security in the form of a performance bond. The

City's fee deferral agreement requires the District Board of Director's consent in order to include the requested deferral of fire impact fees and East Franklin Park Facilities Fees.

The District has, in the past, authorized the deferral of fire impact fees pursuant to District Ordinance No. 12 for projects in which the City is also deferring fees. For this project the District has the authorization to defer both the fire impact fees and the East Franklin Park Facilities Fees under Government Code Section 66007.

As this project meets the requirements of Government Code Section 66007 and the applicant meets the criteria set forth in the Cosumnes Fire Department fire impact fee deferral program as outlined in Ordinance No. 12, the Board of Directors may choose to approve the deferral by adoption of Resolution No. 2020-04.

FINANCIAL ANALYSIS

The Agreement defers all fire impact fees and East Franklin Park Facilities Fees until the date of the final inspection of the project or the date the Certificate of Occupancy is issued for the project, whichever comes first. The fees shall become immediately due and payable in the event of a breach of the Agreement, or if the project ceases to reserve at least 49% of its total units for occupancy by lower income households, as defined in Section 50079.5 of the Health and Safety Code, at affordable rent, as defined in Section 50053 of the Health and Safety Code.

SUSTAINABILITY ANALYSIS

There is no impact related to this development impact fee deferral.

Should you have any questions, please contact us prior to the Board meeting.

Respectfully submitted,



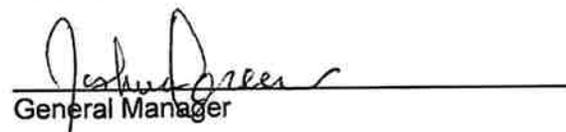
Michael W. McLaughlin
Fire Chief



Paul Mewton
Chief of Planning, Design &
Construction

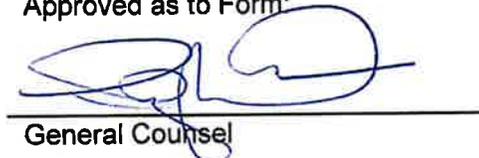
Attachment 1 – Resolution No. 2020-04

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment 1

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

COSUMNES COMMUNITY SERVICE DISTRICT
Attn.: Chief of Planning Design and Construction
8820 Elk Grove Blvd.
Elk Grove, California 95624

(THIS SPACE IS FOR RECORDER'S USE ONLY)

Exempt from Recording Fees per Gov. Code §27383
Exempt from Documentary Transfer Tax per Rev. & Tax Code §11921

AGREEMENT FOR DEFERRAL OF DEVELOPMENT IMPACT FEES

Gardens at Quail Run
10140 Bruceville Road, Elk Grove, CA 95757

This AGREEMENT FOR DEFERRAL OF DEVELOPMENT IMPACT FEES (“Agreement”), is entered into and effective _____, 20__ (“Effective Date”), by and between the Cosumnes Community Services District, a California Special District (the “District”), and Elk Grove Pacific Associates, IV a Limited Partnership (“Owner”). The District and Owner are collectively referred to in this Agreement as the “Parties”. The Parties enter into this Agreement with reference to the following recited facts (each a “Recital”).

RECITALS

A. Owner (and/or its affiliates) owns, in fee simple, the real property generally known as APN 132-1780-047 and APN 132-1780-048, as described and depicted in the attached Exhibit “A” (the “Property”), incorporated herein by this reference.

B. The Owner has applied for and the City of Elk Grove (the “City”) has approved a 96-unit Affordable Housing Project known as the Gardens at Quail Run (the “Project”).

C. As authorized by California *Government Code* section 66000, *et seq.*, the City and the District imposes Development Impact Fees (DIF) in connection with the approval of a development project. Such fees include for the District Fire Facilities Impact Fees and Park Facilities Impact Fees.

D. As authorized by California *Government Code* section 66007, *et seq.*, a public agency can defer the payment of impact fees until the final inspection, or the date the certificate of occupancy is issued, whichever occurs first, when the project is a residential development proposed by a nonprofit housing developer in which at least 49 percent of the total units are reserved for occupancy by lower income households.

E. Owner has pursued numerous financing sources to finance the Project, and has

obtained a commitment for the requisite financing to commence and complete the Project; however, the terms of the financing require that payment of the DIF Obligation be deferred and paid prior to the issuance of the certificate of occupancy for the residential units, as otherwise required by the City.

F. Without such deferral, the Owner will be unable to secure financing and the Project will not be financially feasible.

G. Owner has requested that the District defer the Fire Facility Impact Fee and Park Facility Impact Fee Obligation for the Property estimated to be \$136,553.00 and \$541,216.80, respectively, in order to obtain the financing necessary to construct the Project.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, Owner and the District agree as follows:

1. **Agreement Regarding Payment of the DIF Obligation.** District agrees that the Owner's obligation to pay the DIF Obligation for the Project may be satisfied on the terms and conditions set forth in this Agreement. Owner agrees and affirms that it has the obligation to pay the DIF Obligation for the Project and agrees to do so on the terms and conditions set forth within this Agreement.
 - a. **Amount of DIF Obligation.** At the time of the execution of this Agreement, the DIF Obligation is estimated to be One Hundred and Thirty Six Thousand Five Hundred and Fifty Three Dollars (\$136,553.00) for the Fire Facility Impact Fees and Five Hundred and Forty One Thousand Two Hundred and Sixteen Dollars and Eighty Cents (\$541,216.80) for the Park Facility Impact Fees. This amount is an estimate only. The amount of DIF Obligation under this Agreement is subject to annual inflationary and other increases, and shall be calculated according to the rates in effect at the time of payment.
 - b. **Fee Deferral.** District shall defer collection of the DIF Obligation until the date of the final inspection of the Project, or the date the Certificate of Occupancy is issued for the Project, whichever comes first. The DIF Obligation shall become immediately due and payable in the event of a breach of this Agreement, or if the Project ceases to reserve at least 49% of its total units for occupancy by lower income households, as defined in Health and Safety Code Section 50079.5, at an affordable rent, as defined in Health and Safety Code Section 50053.
 - c. **Interest.** Interest shall accrue from the date of issuance of a certificate of occupancy for the Project at a rate of five percent (5.00%) per annum on any outstanding DIF Obligation balance not paid.
 - d. **Additional Fees.** Nothing contained in this Agreement shall relieve Owner from the obligation to pay additional fees, including additional impact fees, that may become due in the future in accordance with District or state regulations.
2. **Development of the Project.** This Agreement does not obligate Owner to develop the Project on the Property. If Owner provides notice to the District of its abandonment of the Project at any time prior to issuance of a certificate of occupancy, Owner shall have no obligations or liabilities under this Agreement; provided, however, if Owner or any successor thereto thereafter proceeds with development of the Project, the DIF Obligation therefore, recalculated at the time of filing written notice of intent to proceed, shall be due and payable as a condition of issuance of a certificate of occupancy.
3. **Assignments and Transfers.** Owner may not assign or transfer all or any portion of its interest in the Property or Project, unless and until (a) the District reasonably approves the proposed transferee(s), and such transferee(s) agrees in writing to assume Owner's obligations hereunder. In determining whether to consent to an assignment or transfer of interest, the District may evaluate the financial position of the entity or individual to whom

the transfer is proposed, the length of time such entity or individual has engaged in a similar business to the Owner, and such other reasonable factors which may affect such entity's or individual's ability to satisfy the terms and conditions under this Agreement. Owner agrees to cooperate with the District as reasonably necessary during the approval process, which shall be completed within 21 days after delivery of written consent by the proposed transferee(s) to assume Owner's obligations under this Agreement (the "Review Period"). The District's determination shall be final. The proposed transferee(s) of Owner's interest in the Property or Project shall be deemed approved if the District does not approve or reject the transferee(s) prior to expiration of the Review Period.

4. **Recitals and Exhibits.** Any recitals set forth above and exhibits attached hereto are incorporated by reference into this Agreement.
5. **Authority.** Each of the signatories to this Agreement warrants and represents that he or she is competent and authorized to enter this Agreement on behalf of the Party for whom he or she purports to sign.
6. **Notices.** Unless otherwise specifically permitted by this Agreement, all notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered; sent by registered or certified mail, postage prepaid, return receipt requested; or sent by facsimile, provided that the telecopy cover sheet contain a notation of the date and time of transmission, and shall be deemed received: (a) if personally delivered, upon the date of delivery to the address of the person to receive such notice, (b) if mailed in accordance with the provisions of this paragraph, two (2) business days after the date placed in the United States mail, (c) if mailed other than in accordance with the provisions of this paragraph or mailed from outside the United States, upon the date of delivery to the address of the person to receive such notice, or (d) if given by facsimile during business hours when delivery can be confirmed, when delivered. Notices shall be given at the following addresses:

If to District:

Cosumnes Community Service District
Attention: Chief of Planning, Design and Construction
8820 Elk Grove Blvd.
Elk Grove, California 95624

If to Owner:

With copies to:

Cosumnes Community Service District
8820 Elk Grove Blvd.
Elk Grove, California 95624
Attn: District Counsel

7. **Captions.** Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

8. **Allocation of Legal Expenses.** Each Party shall bear its own costs relative to any costs or expenses incurred in compliance with, or in the drafting or negotiation of, and the approval process, of this Agreement.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof. Any prior oral or written representations, agreements, understandings, and/or statements shall be of no force and effect and are intended to be replaced in total by this Agreement. Each Party warrants and represents that no representative of any other Party has made any oral representation or oral agreements not contained in this Agreement. Each party further warrants and represents that it has not relied upon any oral statements or promises made by any representatives of any other Party to this Agreement in executing this Agreement.
10. **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a party or its attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.
11. **Attorneys' Fees.** In any action or proceeding brought by either Party seeking to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other costs, damages, or remedies.
12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of California, without regard to conflict of law rules. Venue shall be Sacramento County.
13. **Severability.** In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the Parties, provided that the provision stricken is not a material term or condition of this Agreement. In the event that the provision is material, the Parties agree to meet and confer to amend the Agreement such that its original purpose and intent can be fulfilled. If the Parties are unable to amend the Agreement, then payment of the outstanding balance of the DIF Obligation shall be accelerated in the manner identified in Section 1 of this Agreement.
14. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of this Agreement.
15. **Time of the Essence.** Time is of the essence in the performances of the Parties' obligations contained herein.
16. **Waiver.** A failure of a Party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any party of such provision. No waiver by a Party of any breach or default by the other Party shall operate as a waiver of any succeeding breach or

other default or breach by such other Party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

17. **Further Acts.** In addition to the acts recited in this Agreement, the Parties agree to perform, or cause to be performed on the date of this Agreement, or thereafter, any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby. Each of the Parties agrees that it will execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signature Page to
Agreement for Deferral of Development Impact Fees

Gardens at Quail Run
10140 Bruceville Road, Elk Grove, CA 95757

IN WITNESS WHEREOF, this Agreement for Deferral of Development Impact Fees has been executed by the Parties as of the last date set forth below.

Dated: _____

Owner: Elk Grove Pacific Associates IV,
a California Limited Partnership

By: _____
Name: _____
Title: : _____

Dated: _____

COSUMNES COMMUNITY SERVICES
DISTRICT,
a California Special District

By: _____
Name: Joshua Green
Title: General Manager

Approved as to Form:

Sigrid Asmundson, District Counsel

**EXHIBIT A – Depiction and Description of Property
(Property Address, APN, & Legal Description)**

LEGAL DESCRIPTION

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 18-008, IN THE CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED OCTOBER 16, 2018 IN BOOK 233, PAGE 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 132-1780-048

STAFF REPORT



DATE: January 15, 2020

TO: Board of Directors

FROM: Paul Mewton, Chief of Planning, Design and Construction
Administrative Services Department

BY: Paul Mewton, Chief of Planning, Design and Construction

SUBJECT: APPROVAL OF FIELDSTONE NORTH QUIMBY PARKLAND DEDICATION

RECOMMENDATION

The Board of Directors approves Resolution No. 2020-07 consenting to the recordation of the Irrevocable Offer of Dedication (IOD) of approximately 5.7 acres of parkland for the Fieldstone North Project and authorizes the General Manager to execute all documents necessary to complete the transaction.

BACKGROUND/ANALYSIS

On May 7, 2014 the Board approved Parkland Acquisition Agreement with the Pappas Development company for the Fieldstone North development project. The agreement identified 6.2 acres of parkland to be purchased by the District and another 5.7 acres of parkland to be dedicated to the District in accordance with Quimby requirements. The purchase of the 6.7 acres was completed in May 2014. These parcels together will add another 11.9 acres to existing 12.3-acre Derr-Okamoto Community Park resulting in a Community Park that will total approximately 24 acres. Phase 1 park improvements were completed in 2012 and phase 2 is scheduled to be completed in 2022.

The project has since been purchased by Lennar Homes and the remaining obligations including the dedication of parkland have been transferred to the new owner. Quimby park land dedication occurs at the time the final Subdivision map is recorded. Lennar Homes has had the map recorded and is now dedicating the parkland as required by the Parkland Acquisition Agreement.

IMPACT ON DISTRICT RESOURCES

There is no fiscal impact to the district with the dedication of the parkland. The future phase 2 park improvements will be funded by Park Impact Fees and future maintenance will be funded by Landscape and Lighting Assessments collected for benefit Zone 11. No general funds will be used to develop or maintain the park property.

ENVIRONMENTAL SUSTAINABILTY

There are no direct environmental impacts associated with the dedication of the parkland. However, there will be both impacts and features that address environmental sustainability at future development phases of the park site which will be addressed in future staff reports associated with that development in accordance with the California Environmental Quality Act.

Should you have any questions regarding this report, please contact me before the meeting.

Respectfully submitted,



Paul Mewton
Chief of Planning, Design and Construction
Administrative Services Department

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

ATTACHMENTS:

- A – Resolution No. 2020-07
- B – Exhibit A – IOD
- C – Exhibit B – Final Recorded map

RESOLUTION NO. 2020-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT CONSENTING TO THE RECORDATION OF AN IRREVOCABLE OFFER OF DEDICATION OF REAL PROPERTY IN FEE SIMPLE INTEREST FOR THE FIELDSTONE NORTH PROJECT

WHEREAS, Government Code Section 61060(d) authorizes the Board of Directors of the Cosumnes Community Services District ("District") to acquire or encumber any real property, by contract or otherwise, for the benefit of the District; and

WHEREAS, Government Code Section 66477 requires developers to dedicate a portion of land, or pay an in-lieu fee, for park or recreational purposes as a condition to the approval of a tentative map or parcel map; and

WHEREAS, pursuant to that certain Parkland Acquisition Agreement, dated May 27, 2014 ("Agreement") by and between the District and Louie J. Pappas and Voula L. Pappas, Trustees of the LVP Revocable Trust dated June 29, 1987, Pappas Arizona, Limited Partnership, a California limited partnership, and Pappas Gateway, L.P., a California limited partnership (collectively, "Pappas"), Pappas agreed to provide an irrevocable offer of dedication for 5.7 +/- acres of land to be used for public park purposes, in satisfaction of Pappas' obligations under Section 66477 ("Parkland"); and

WHEREAS, subsequent to execution of the Agreement, ownership of the Parkland was transferred to Lennar Homes of California, Inc. ("Lennar") and all rights and obligations under the Agreement were assigned to Lennar; and

WHEREAS, the irrevocable offer of dedication attached hereto as Exhibit A and incorporated herein by this reference ("IOD") is for the purpose of granting an irrevocable offer of dedication in fee simple interest of the Parkland from Lennar to District, in accordance with the terms of the Agreement; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AS FOLLOWS:

Section 1. Adoption of Recitals. The recitals set forth above are true and correct.

Section 2. Consent to Irrevocable Offer of Dedication. The Board of Directors consents to the recordation of the IOD. This Resolution shall not be deemed an acceptance of fee title ownership of the Parkland but shall be for the sole purpose of consenting to the recordation of the IOD. Upon recordation of the IOD, the District may,

at any time, take additional action to accept or reject the IOD and ownership of the Parkland.

Section 3. Designated Officer. The Board of Directors hereby designates the General Manager to execute all necessary documents and take any additional actions necessary to record the IOD.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of January, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Cosumnes Community Services District
Attn: Parks & Recreation Administrator
8820 Elk Grove Boulevard
Elk Grove, CA 95624

Exempt from recording fee pursuant to Gov't Code § 27383
Exempt from documentary transfer tax pursuant to Rev. & Tax § 11922

O.K. TO CONSENT _____
DATE: _____

PROJECT NAME: FIELDSTONE NORTH
ADDRESS:
APN:
PROJECT NO.:

IRREVOCABLE OFFER OF DEDICATION IN FEE SIMPLE INTEREST

Pursuant to Section 61060(d) of the Government Code, State of California, **Lennar Homes of California, Inc.** does hereby offer to dedicate to the **Cosumnes Community Services District**, a community services district operating pursuant to Government Code Section 61000 *et seq.*, for Public Park Purposes, the fee simple interest over certain real property in the City of Elk Grove, County of Sacramento, State of California. The real property described below is offered for dedication in fee for public purposes:

[SEE EXHIBIT A FOR LEGAL DESCRIPTION]

Executed this _____ day of _____, 2019.

GRANTORS: LENNAR HOMES OF CALIFORNIA, INC.

By: _____

(PRINT NAME AND TITLE)

By: _____

(PRINT NAME AND TITLE)

CERTIFICATE OF CONSENT

This is to certify that the CONSUMNES COMMUNITY SERVICES DISTRICT, a community services district operating pursuant to Government Code section 61000 et seq., hereby consents to the within Offer of Dedication In Fee Simple Interest, the provisions of which are incorporated by this reference as though fully set forth in this Certification, by Lennar Homes of California, Inc. to the COSUMNES COMMUNITY SERVICES DISTRICT, and that the Irrevocable Offer of Dedication In Fee Simple Interest is hereby accepted by the undersigned officer on behalf of the COSUMNES COMMUNITY SERVICES DISTRICT and the offeree consents to recordation therefore by its duly authorized officer.

Dated: _____

By: _____
(SIGN NAME AND TITLE)

ACKNOWLEDGEMENT

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

COUNTY OF ORANGE

On _____, 201__, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature: _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The real property located in the City of Elk Grove, County of Sacramento, State of California, description as follows:

LOT 12 AS SHOWN ON THE FINAL MAP OF "SUBDIVISION NO 13-004, FIELDSTONE NORTH - LARGE LOT MAP", FILED ON DECEMBER 14, 2018, IN BOOK 408 OF MAPS, AT PAGE 4, IN THE OFFICE OF THE SACRAMENTO COUNTY RECORDER, STATE OF CALIFORNIA.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP SUBDIVISION NO. 13-004, FIELDSTONE NORTH LARGE LOT MAP, AND FINDS THAT IT SUBSTANTIALLY COMPLETES WITH THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF ELK GROVE ON JANUARY 12, 2018. THE UNDERSIGNED HEREBY CONSENTS TO THE CITY OF ELK GROVE'S REVIEW OF THE TENTATIVE MAP AND TO THE CITY'S REVIEW OF THE FINAL MAP AND TO THE CITY'S REVIEW OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

THE REAL PROPERTY DESCRIBED BELOW ARE DEDICATED IN FEE PURSUANT TO THE PROVISIONS OF SECTION 7050 OF GOVERNMENT CODE.

1. AN IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF ELK GROVE FOR LOTS 8A, 8B, 9, 11, AND 13.
2. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT:
3. AN EASEMENT FOR PUBLIC UTILITY FOR PLANNING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTRIC LINES, TRAFFIC CONTROL DEVICES, AND MAINTENANCE OF ELECTRICAL TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS ALL OF THOSE STRIPS OF LAND ADJACENT TO AND CONTIGUOUS WITH THE REAL PROPERTY DESCRIBED ABOVE AND DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE).

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: [Signature] NAME: ROBERT AMMOLLO
TITLE: VICE PRESIDENT



VICINITY MAP - NOT TO SCALE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION IN NOVEMBER 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT SAID MANUMENTS WILL BE SET BY DECEMBER 31, 2020, AND THAT SAID MANUMENTS WILL BE SUFFICIENT TO EMBLE THE SURVEY TO BE REFACED AND THE BOUNDARIES OF ALL SAID MANUMENTS WILL BE PROVIDED TO THE CITY OF ELK GROVE PRIOR TO THE ABOVE DATE.

TOTAL AREA OF THIS SUBDIVISION IS 100.29+ ACRES, CONSISTING OF 7 LOTS OF 15.00 ACRES EACH, 15.00 ACRES OF COMMONS, 5.57 ACRES, AND 9 MISCELLANEOUS LOTS TOTALING 15.89 ACRES.

WOOD RODGERS, INC.

[Signature]
MICHAEL LONG
P.L.S. 6815 EXP. 09-30-20
DATE: 11/26/18



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF SUBDIVISION NO. 13-004, FIELDSTONE NORTH LARGE LOT MAP, AND FIND THAT IT SUBSTANTIALLY COMPLETES WITH THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF ELK GROVE ON JANUARY 12, 2018. THE UNDERSIGNED HEREBY CONSENTS TO THE CITY OF ELK GROVE'S REVIEW OF THE TENTATIVE MAP AND TO THE CITY'S REVIEW OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

[Signature]
ROBERT AMMOLLO
CITY CLERK
CITY OF ELK GROVE
EXPIRATION DATE: 12-31-19
DATE: 12/10/2018



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION NO. 13-004, FIELDSTONE NORTH LARGE LOT MAP, AND FIND IT TO BE TECHNICALLY CORRECT.

[Signature]
U.S. NO. 2220
REGISTRATION EXPIRES: 12-31-18
DATE: 12/10/18



CITY CLERK'S STATEMENT

I, JASON LINDGREN, CITY CLERK OF THE CITY OF ELK GROVE, HEREBY STATE THAT THE FINAL MAP SUBDIVISION NO. 13-004, FIELDSTONE NORTH LARGE LOT MAP, AND DID CONSENT TO THE IRREVOCABLE OFFERS OF DEDICATION FOR LOTS 8A, 8B, 9, 11, 13, AND 15, AND ACCEPTED THE PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

[Signature]
JASON LINDGREN, CITY CLERK
CITY OF ELK GROVE, CALIFORNIA
DATE: December 12, 2018



NOTARY'S ACKNOWLEDGMENT

I, Reynolds, PUBLIC OFFICER, GOVERNING THIS CERTIFICATE VERBALLY 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 }
COUNTY OF Placer } SS

ON 14 DAY OF November, 2018 BEFORE ME, Monique Reynolds, A NOTARY PUBLIC,

PERSONALLY APPEARED Larry Gato and Robert Umoldo 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/IT/HEY OCCUPIED THE OFFICE OF THE PUBLIC OFFICER GOVERNING THIS CERTIFICATE, 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Monique Reynolds

PRINTED NAME: Monique Reynolds

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: November 24, 2020

MY COMMISSION NO.: 2171051

RECORDER'S STATEMENT

FILED THIS 14th DAY OF November, 2018, AT 10:17 A.M. IN BOOK 408 OF MAPS, AT PAGE 4 AT THE REQUEST OF NORTH AMERICAN TITLE INSURANCE COMPANY, TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. 1220 ON FILE IN THIS OFFICE.

RECORDED BY: [Signature] DOCUMENT NO.: 1618181571

DEPUTY: [Signature] FEE: \$ 273

**SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP**

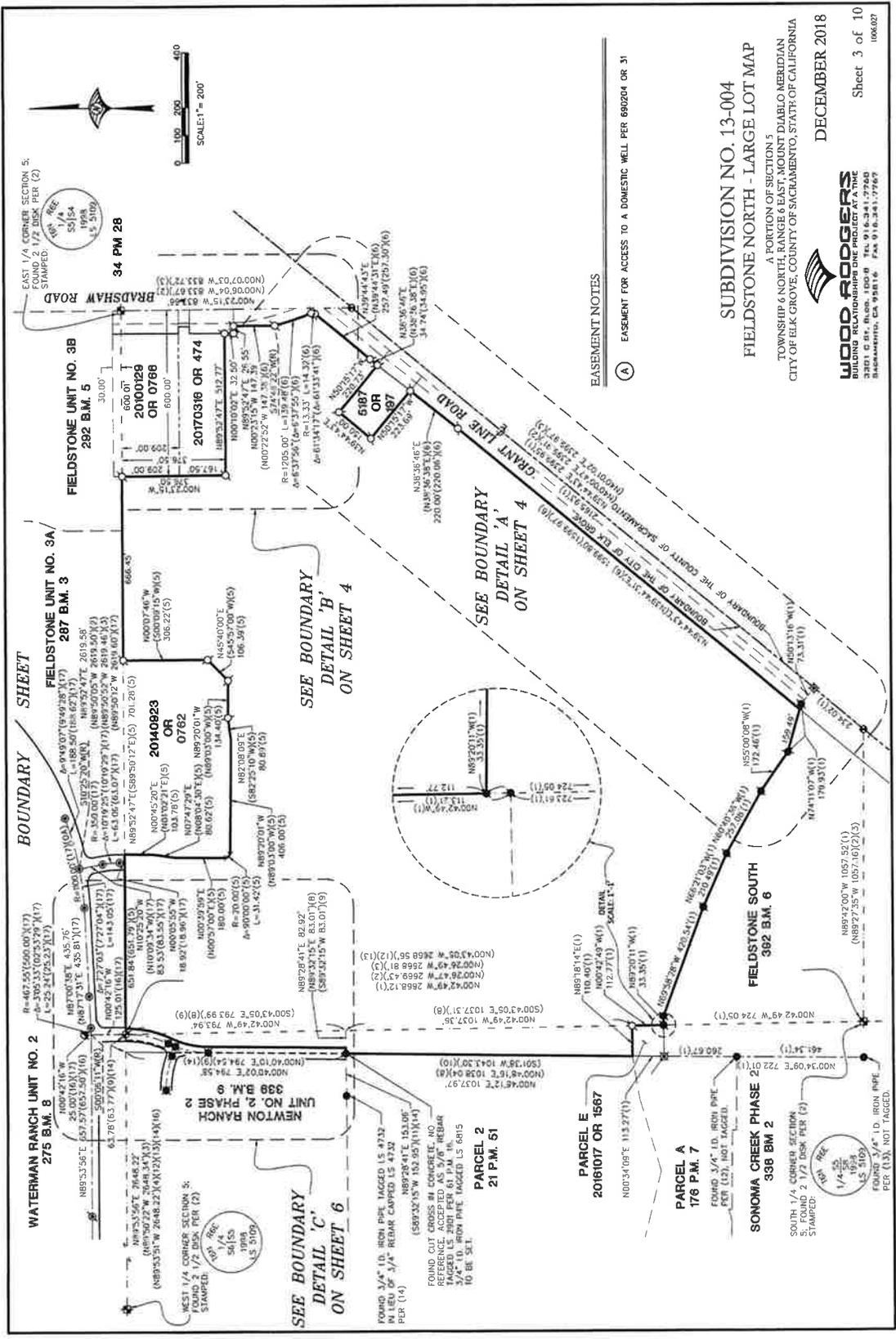
A PORTION OF SECTION 5
TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT Diablo MERIDIAN
CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

DECEMBER 2018

WOOD RODGERS
BUILDING RELATIONSHIP ONE PROJECT AT A TIME
3301 D ST., BLDG. 100-B TEL: 916-341-7760
SACRAMENTO, CA 95816 FAX: 916-341-7767

Sheet 1 of 10

1006 027



EAST 1/4 CORNER SECTION 5,
STAMPED:
1/4-54
1998
LS 5109

34 PM 2B



FIELDSTONE UNIT NO. 3B
282 B.M. 5

20100298
OR
0788

20170318 OR 474

6187
OR
6187

BOUNDARY SHEET

FIELDSTONE UNIT NO. 3A/
287 B.M. 3

20140823
OR
0782

SEE BOUNDARY
DETAIL 'B'
ON SHEET 4

SEE BOUNDARY
DETAIL 'A'
ON SHEET 4

EASEMENT NOTES

(A) EASEMENT FOR ACCESS TO A DOMESTIC WELL PER 690204 OR 31

SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP

A PORTION OF SECTION 5
TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2018

WOOD RODGERS
SURVEYORS
3201 G ST., SUITE 1000 TEL: 916.341.7260
SACRAMENTO, CA 95816 FAX: 916.341.7267

Sheet 3 of 10
1006027

WATERMAN RANCH UNIT NO. 2
275 B.M. 8

NEWTON RANCH
UNIT NO. 2, PHASE 2
338 B.M. 9

20161017 OR 1567

PARCEL A
176 P.M. 7

SONOMA CREEK PHASE 2
338 B.M. 2

FIELDSTONE SOUTH
382 B.M. 6

FOUND CUT CROSS IN CONCRETE. NO
FINDINGS. FOUND 3/4" ID. IRON PIPE
IN LIEU OF 3/4" IRON PIPE. REBAR
FRAGMENTS. FOUND PER 61 P.M. IN
3/4" ID. IRON PIPE. TAGGED LS 615
10 BE SET.

FOUND 3/4" ID. IRON PIPE TAGGED LS 4733
IN LIEU OF 3/4" IRON PIPE. REBAR
FRAGMENTS. FOUND PER 61 P.M. IN
3/4" ID. IRON PIPE. TAGGED LS 615
10 BE SET.

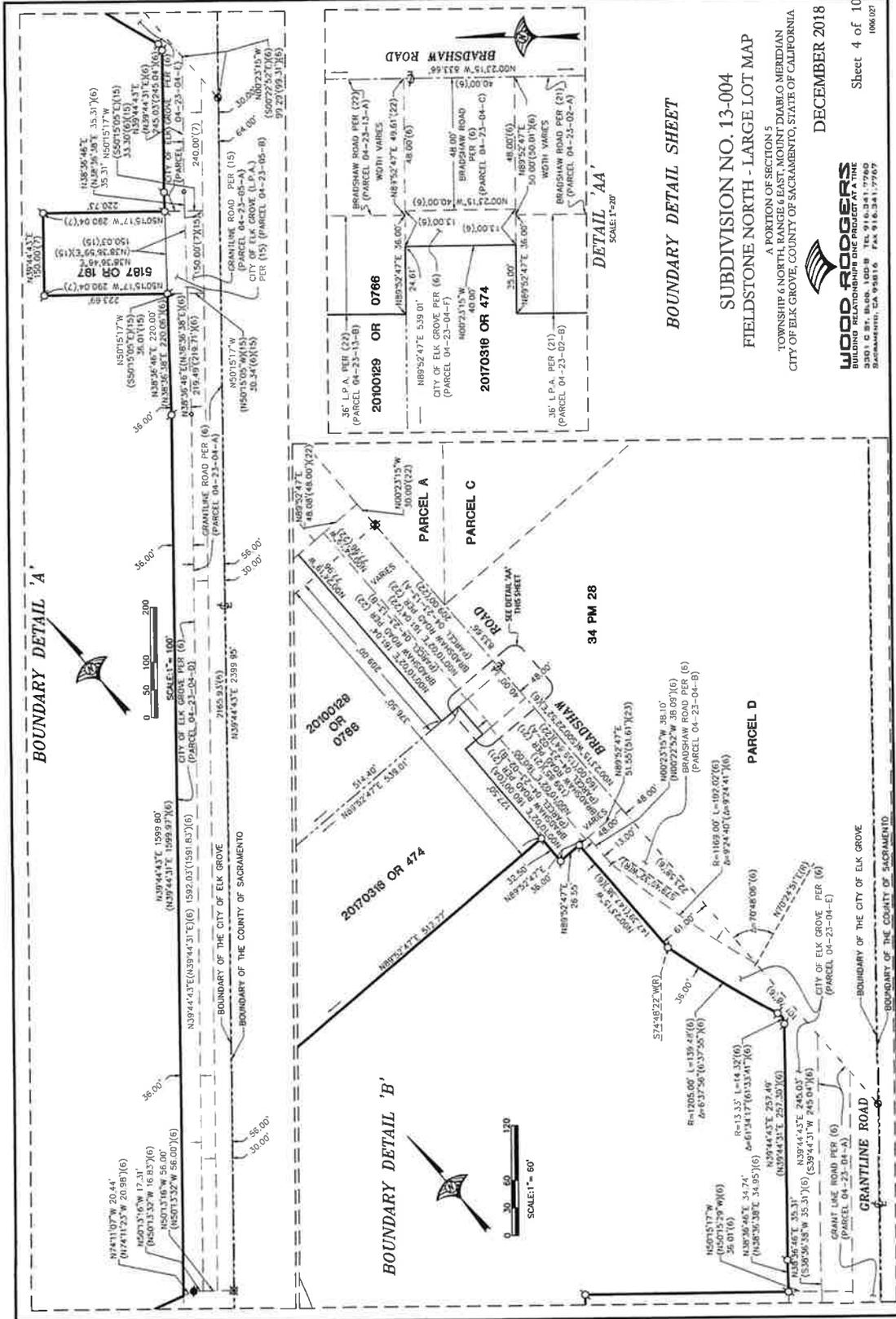
FOUND 3/4" ID. IRON PIPE
PER (14)

WEST 1/4 CORNER SECTION 5,
STAMPED:
1/4-54
1998
LS 5109

1/4-54
1998
LS 5109

SOUTH 1/4 CORNER SECTION
STAMPED:
1/4-54
1998
LS 5109

FOUND 3/4" ID. IRON PIPE
PER (14), NOT TAGGED.



BOUNDARY DETAIL 'A'

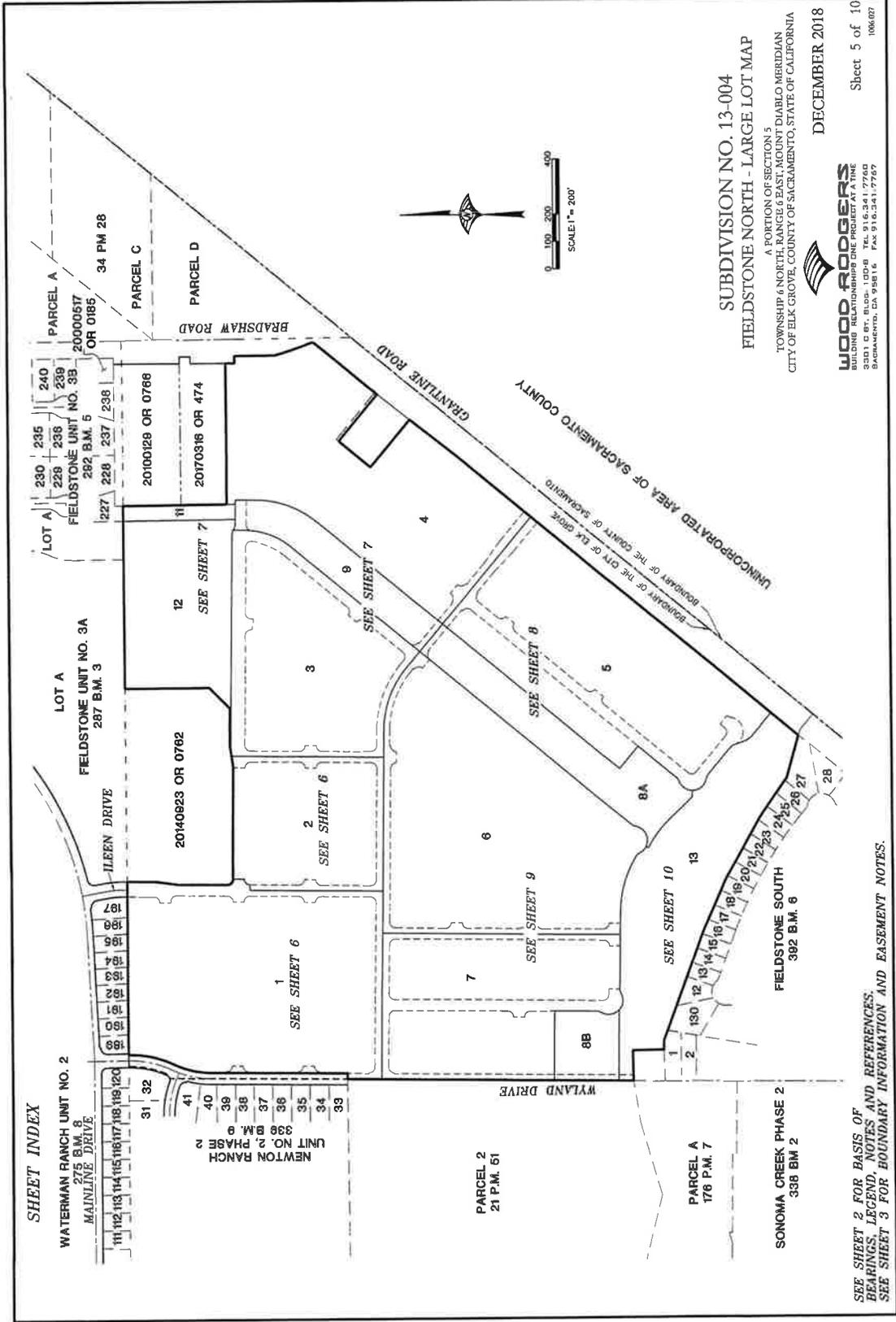
BOUNDARY DETAIL 'B'

DETAIL 'AA'

BOUNDARY DETAIL SHEET

SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP
 A PORTION OF SECTION 5
 TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT Diablo MERIDIAN
 CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2018

WOOD FORESTERS
 LAND MANAGEMENT CONSULTANTS
 3303 G ST., SUITE 100B TEL 916.341.7760
 SACRAMENTO, CA 95816 FAX 916.341.7767



SHEET INDEX

WATERMAN RANCH UNIT NO. 2
275 B.M. 8
MAINLINE DRIVE

111 112 113 114 115 116 117 118 119 120
31 32
41
40
39
38
37
36
35
34
33

NEWTON RANCH
UNIT NO. 2 PHASE 2
336 B.M. 9

LOT A
FIELDSTONE UNIT NO. 3A
287 B.M. 3

227 228 237 238
292 B.M. 5

20000517
OR 0185
34 PM 28

PARCEL C

PARCEL D

2010028 OR 0768

20170316 OR 474

20140923 OR 0762

SEE SHEET 6

SEE SHEET 6

SEE SHEET 7

SEE SHEET 7

SEE SHEET 9

SEE SHEET 10

PARCEL 2
21 P.M. 61

PARCEL A
176 P.M. 7

SONOMA CREEK PHASE 2
338 B.M. 2

SUBDIVISION NO. 13-004

FIELDSTONE NORTH - LARGE LOT MAP

A PORTION OF SECTION 5
TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

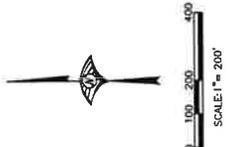


WOOD RODGERS
A PROFESSIONAL SURVEYING AND ENGINEERING FIRM
3381 O ST., BLDG. 1200B TEL. 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

DECEMBER 2018

Sheet 5 of 10
106607

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.
SEE SHEET 3 FOR BOUNDARY INFORMATION AND EASEMENT NOTES.



UNINCORPORATED AREA OF SACRAMENTO COUNTY
BOUNDARY OF THE CITY OF ELK GROVE

WYLAND DRIVE

HELEN DRIVE

BRADSHAW ROAD

GRANTLINE ROAD

FIELDSTONE SOUTH
392 B.M. 6

186 187 188 189 190 191 192 193 194 195 196 197 198 199 200

1 2 130 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

8B

7

6

5

4

3

2

1

12

11

9

8

7

6

5

4

3

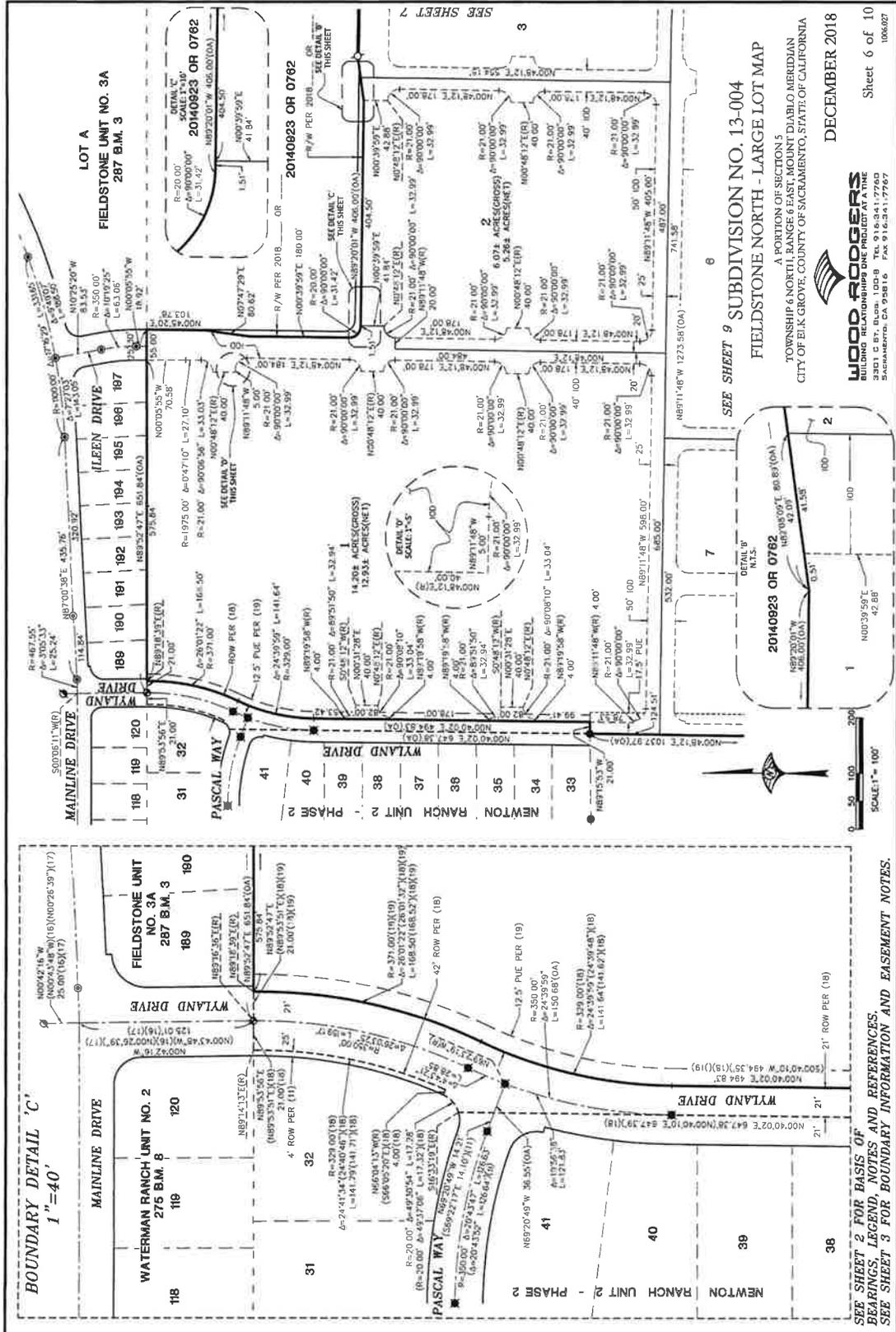
2

1

240 235 236 237 238

240 235 236 237 238

240 235 236 237 238



BOUNDARY DETAIL 'C'
1" = 40'

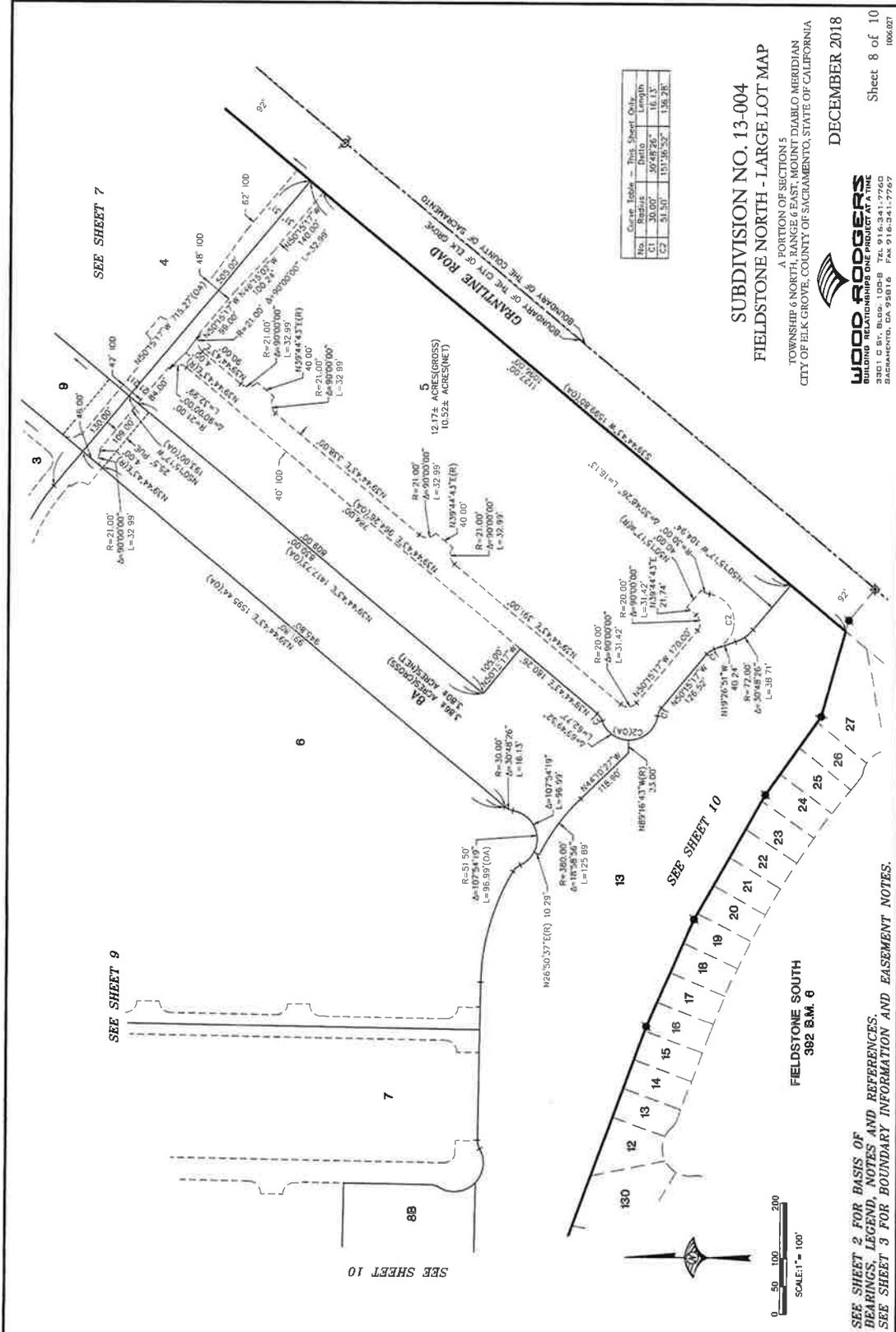
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.
SEE SHEET 3 FOR BOUNDARY INFORMATION AND EASEMENT NOTES.

LOT A
FIELDSTONE UNIT NO. 3A
287 B.M. 3

SEE SHEET 9 SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP
A PORTION OF SECTION 5
TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2018

WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
SACRAMENTO, CA 95818 FAX 916.341.7765

Sheet 6 of 10
1006.027



Curve Table - This Sheet Only			
No.	Radius	Delta	Length
C1	31.50'	101.3652°	134.23'
C2	31.50'	101.3652°	134.23'

SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP
 A PORTION OF SECTION 15
 TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2018

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 C St., Suite 100B Elk Grove, CA 95616
 Tel: 916.341.7760 Fax: 916.341.7767

Sheet 8 of 10
 1006027

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.
 SEE SHEET 3 FOR BOUNDARY INFORMATION AND EASEMENT NOTES.

FIELDSTONE SOUTH
 382 E.M. 6

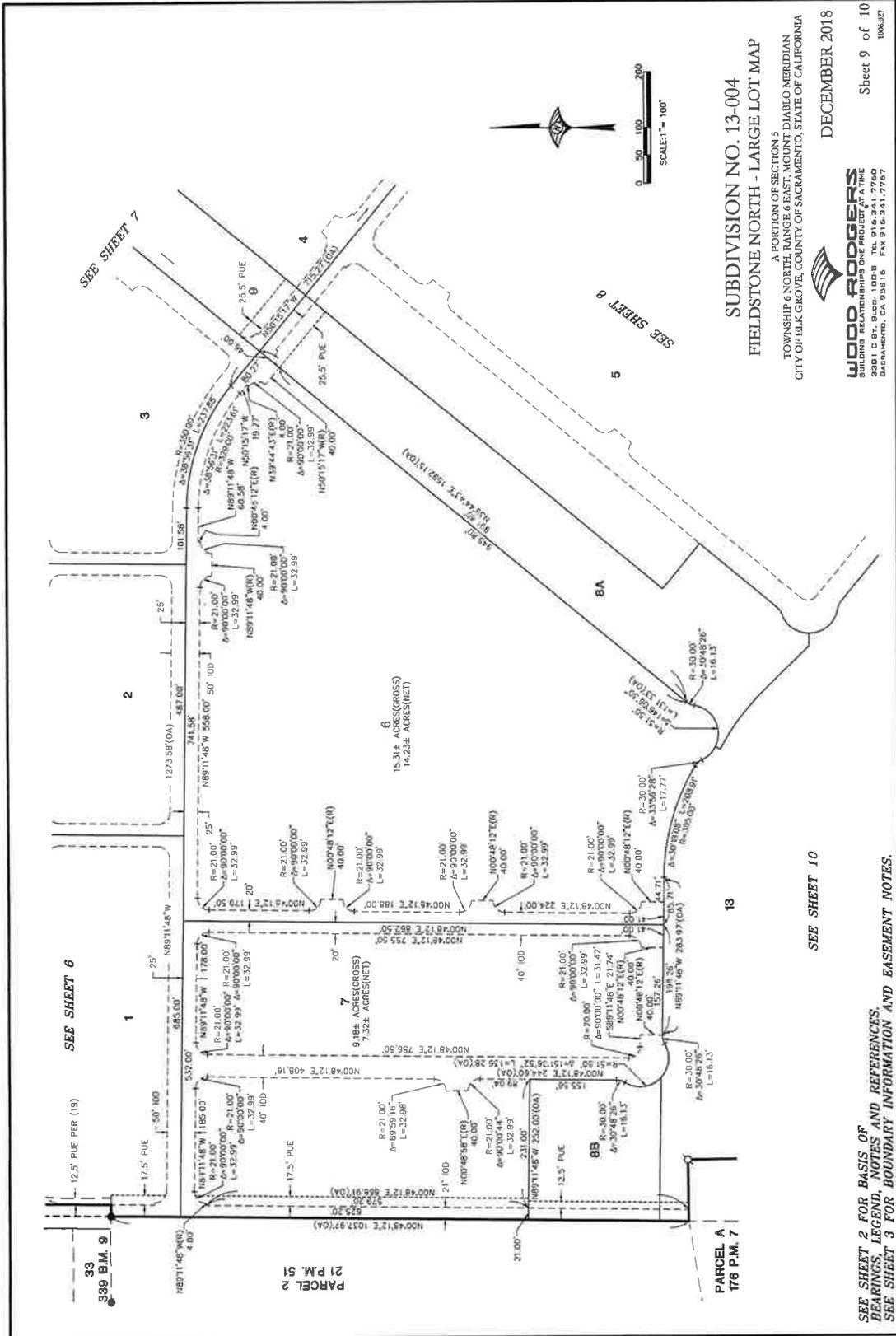
SCALE: 1" = 100'

SEE SHEET 7

SEE SHEET 9

SEE SHEET 10

SEE SHEET 10



SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP

A PORTION OF SECTION 5
 TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2018

WOOD ROBBERS
 3801 D ST. SUITE 100A TEL: 916.341.7740
 SACRAMENTO, CA 95815 FAX: 916.341.7757

Sheet 9 of 10
 1006407

SEE SHEET 10

SEE SHEET 2 FOR BASIS OF
 BEARINGS, LEGEND, NOTES AND REFERENCES.
 SEE SHEET 3 FOR BOUNDARY INFORMATION AND EASEMENT NOTES.

SEE SHEET 6

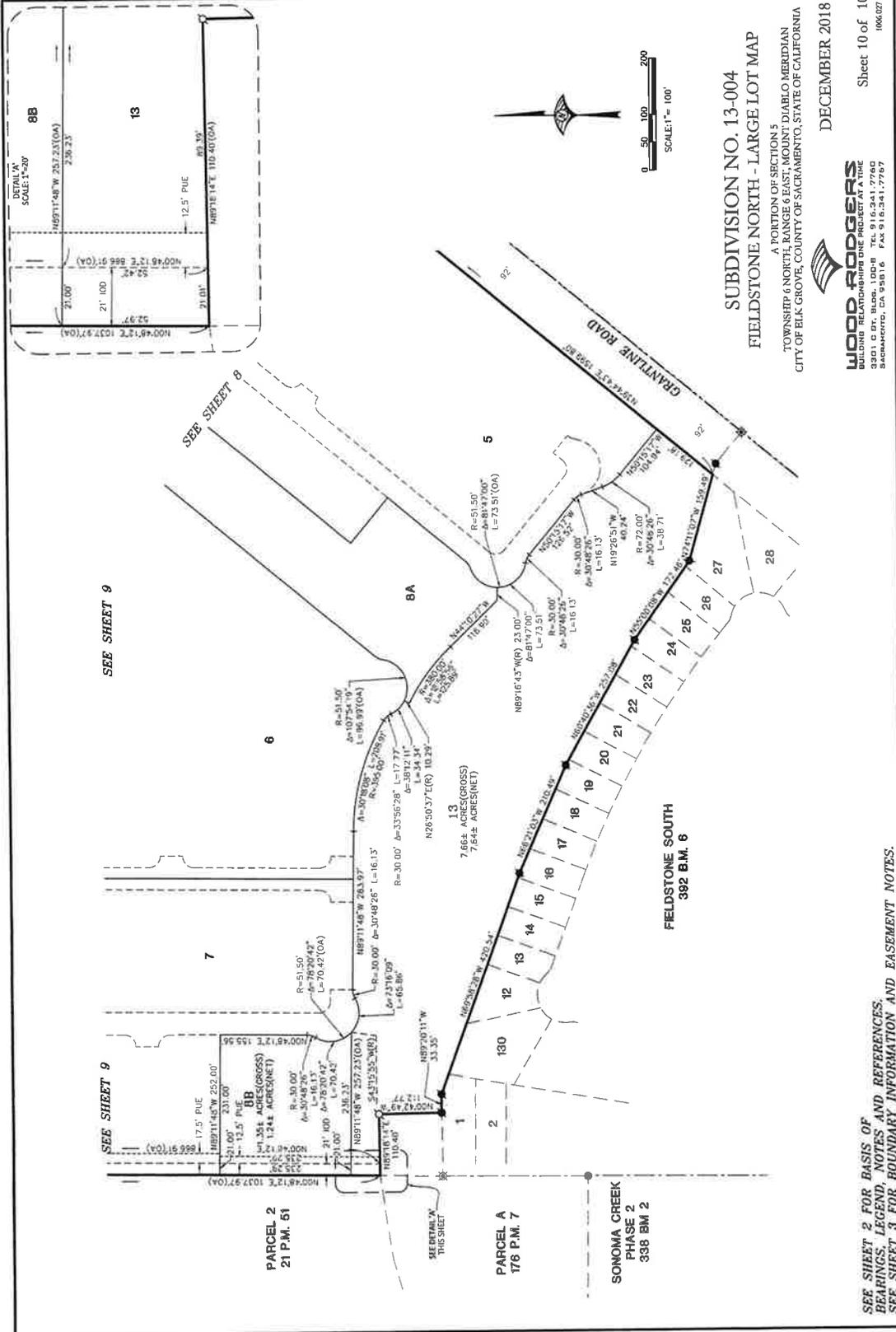
SEE SHEET 7

SEE SHEET 8

389 B.M. 9

PARCEL 2
 21 P.M. 51

PARCEL A
 178 P.M. 7



SUBDIVISION NO. 13-004
FIELDSTONE NORTH - LARGE LOT MAP
 A PORTION OF SECTION 5
 TOWNSHIP 6 NORTH, RANGE 6 EAST, MOUNT Diablo MERIDIAN
 CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
 DECEMBER 2018

WOOD ROSS
 CIVIL ENGINEERS ARCHITECTS INC.
 3301 O ST., SUITE 100B TEL: 916.341.7790
 SACRAMENTO, CA 95816 FAX: 916.341.7757

Sheet 10 of 10
 1006027

SEE SHEET 9

SEE SHEET 9

PARCEL 2
 21 P.M. 51

PARCEL A
 176 P.M. 7

SONOMA CREEK
 PHASE 2
 338 BM 2

FIELDSTONE SOUTH
 392 BM. 6

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.
 SEE SHEET 3 FOR BOUNDARY INFORMATION AND EASEMENT NOTES.

STAFF REPORT



DATE: January 15, 2020

TO: Board of Directors

FROM: Steve Sims, Director of Parks and Neighborhood Services

BY: Rachele Manges, Senior Management Analyst

SUBJECT: **APPROVAL OF RESOLUTION NO. 2020-08 ACCEPTING THE KAMMERER PARK CONVEYANCE GRANT DEED**

RECOMMENDATION

The Board of Directors approves Resolution No. 2020-08 accepting a grant deed for Kammerer Park and authorizes the General Manager to execute all necessary documentation.

BACKGROUND/ANALYSIS

In October 2019, the Cosumnes CSD (District) and the City of Elk Grove (City) entered into a Memorandum of Understanding (MOU) (Attachment A) related to the development of park and recreation facilities within the City limits. Section 4.2 of the MOU states that the District shall be the owner of all New Park Facilities within the City limits. Per the MOU Exhibit A, existing parks within the Laguna Ridge development area are considered New Park Facilities. The filing of the Grant Deed by both parties is in compliance with the current MOU.

FISCAL ANALYSIS

There are no fiscal impacts on District resources by approving Resolution No. 2020-08 (Attachment C). The District will continue to be reimbursed by the City for the costs associated with maintaining Kammerer Park.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of what is being requested today.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,

Steve Sims
Director of Parks and Neighborhood Services

ATTACHMENT:

- A – Memorandum of Understanding
- B – Kammerer Park Conveyance Grant Deed
- C – Resolution No. 2020-08
- D – Certificate of Acceptance of Grant Deed

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ELK GROVE
AND THE COSUMNES COMMUNITY SERVICES DISTRICT CONCERNING THE
DEVELOPMENT OF PARK AND RECREATION FACILITIES**

RECITALS

This Memorandum of Understanding (the "MOU") is entered into by and between the Cosumnes Community Services District (the "District") and the City of Elk Grove (the "City"). The District and City are collectively referred to herein as the "Parties" and individually as "Party."

A. The District is a California community services district organized under the Community Services District Law, codified as Government Code section 61000 *et seq.* The District provides fire protection services and various park and recreation services, and other latent powers, to the public throughout its service area. The District's service area includes the entire City, as well as areas outside of the City's geographic limits.

B. The City is a California general law city and municipal corporation organized and existing pursuant to the California Constitution and Government Code section 34000 *et seq.*

C. The Parties entered into a Memorandum of Understanding ("Original MOU") related to the ownership, planning and construction of park and recreation facilities within the City's geographic limits on April 15, 2015. The Original MOU expired by its own terms on April 15, 2019.

D. The Parties now desire to enter into this new MOU to address the construction and ownership of park and recreation facilities, and the programming of park and recreational facilities, by the Parties within the geographic limits of the City in order to:

- i. Maximize the use of taxpayer funds by avoiding duplication of public services.
- ii. Leverage the unique resources and knowledge of both agencies.

AGREEMENT

1. **Recitals.** The Parties acknowledge that the recitals stated above are true and correct and incorporate by reference those recitals into this MOU.

2. **Definitions.** The following words shall have the following definitions for purposes of this MOU. Undefined words in this MOU shall be given their ordinary and usual meaning.

2.1 "City" shall mean the City of Elk Grove.

2.2 "District" shall mean the Cosumnes Community Services District.

2.3 Unless otherwise specifically exempt from this MOU, "New Park Facilities" or "New Park Facility" shall mean: (a) any public park and/or recreation facilities within

the geographic limits of the City that have not yet been constructed; or (b) any public park and/or recreation facility that has been completed or which is in the process of being completed by the City and/or District within the area as set forth in Exhibit A attached hereto and incorporated herein by this reference. New Park Facilities shall include those facilities as defined in the California Recreation and Park Law, Public Resources Code section 5780.1(h) which includes, but is not limited to, any area, place, structure, or other facility under the jurisdiction of a public agency that is used either permanently or temporarily for community recreation, even though it may be used for other purposes and includes, but is not limited to, an arts and crafts room, auditorium, beach, camp, community center, golf course, gymnasium, lake, meeting place, open space, parkway, playground, playing court, playing field, recreational reservoir, river, and swimming pool.

i. New Park Facilities shall not include District owned, managed and/or planned park and/or recreation facilities as set forth in Exhibit B attached hereto and incorporated herein by this reference.

ii. New Park Facilities shall not include City owned, managed and/or planned park and/or recreation facilities as set forth in Exhibit C attached hereto and incorporated herein by this reference.

iii. Any property annexed into the City following the Effective Date of this Agreement shall be automatically incorporated into this Agreement under the existing terms.

3. Effective Date. This MOU will become effective on the date on which it has been approved by both the City Council on behalf of the City and the Board of Directors on behalf of the District and signed by the Parties ("Effective Date").

4. New Park Facility Development. Commencing upon the Effective Date, and during the term of this MOU, the Parties agree to abide by the following procedures relating to the development of New Park Facilities:

4.1 The Parties agree to work jointly and cooperatively in the development, construction, acquisition of land, and the collection of fees and exactions relating to the development of New Park Facilities. Development of New Park Facilities shall be consistent with the provisions of Exhibit D, attached hereto and incorporated herein by this reference. To the extent feasible, the District and the City may jointly negotiate with property owners, developers, and other relevant parties to obtain land dedications and/or fee exactions necessary for any New Park Facilities which dedications and exactions will be consistent with, at a minimum, any requirements of state law. However, nothing herein shall preclude either Party from independently discussing and/or negotiating with any property owner, developer and/or other relevant party concerning any New Park Facility; provided, however, that written notice shall be provided to the other party at least thirty (30) days prior to the execution of an acquisition agreement. The District and the City shall cooperate in good faith to jointly determine the final location of New Park Facilities consistent with the Park Design Principles adopted by the District Board of Directors, as part of its Master Plan, on August 15, 2018 and adopted by the City Council on February 27, 2019, as it may be amended from time to time by mutual written agreement of the Parties ("Park Design Principles"). Nothing herein shall impair any existing and currently effective development agreement entered into by the City or the District.

4.2 Unless otherwise agreed as to any specific New Park Facility, and except for properties excluded from this MOU, as indicated at paragraph 2.3 and associated exhibits, the District shall be the owner of all New Park Facilities in the City. The City shall request that property owners or developers dedicate the land for New Park Facilities to the District in the form of an IOD or fee title, at the discretion of the District.

4.3 The District shall cooperate with the City throughout the design process. This cooperation shall ensure that the final design is financially feasible to bid, construct, and maintain. Funds for design and construction of parks, will be provided to the District based upon a mutually approved budget, including change order authority for a particular park project and prior to a notice of intent to award a particular park project for design or construction. A transfer of the funds to the District is contingent upon such funds being available to the City. The Parties agree and acknowledge that funding specifically designated for a particular New Park Facility will be used for that specified New Park Facility only to ensure proper funding for the New Park Facility. Any unused funds will be returned to the City and the City will return such amounts to the appropriate fund balance.

4.4 The Parties will share all available information relating to the exaction of fees and dedications of real property for the development and construction of New Park Facilities, and the Parties will be given the opportunity to participate and comment in the development of programs regarding such fee exactions and dedications prior to any final decisions being made, monies or programs being developed and/or collected or real property being dedicated;

4.5 New Park Facilities will be developed in a manner consistent with such land use, development plans, and Park Design Principles, as may be adopted from time to time provided that the final location of the New Park Facilities will be determined by the City, with input from the District. New Park Facilities shall be designed in accordance with the Park Design Principles. Nothing herein is intended to impair the City's police power or land use authority. The parties shall cooperate with each other in good faith as to any design standards for New Park Facilities.

4.6 Unless otherwise agreed by the District and City, if a private developer constructs a New Park Facility with the intention of dedicating the New Park Facility to public use, the private developer constructing the New Park Facility shall be responsible for entering into contracts with architects, engineers, and/or contractors relating to the construction of New Park Facility. Those contracts shall require that the park is being designed and constructed pursuant to the Park Design Principles and any applicable Community Plan, Specific Plan, Special Planning Area, or similar area planning document. The District and the City shall cooperate and keep each other reasonably informed regarding the progress of any such New Park Facility construction and shall provide the other Party with copies of any contracts and associated documentation in the Party's possession upon request.

4.7 Either Party may, at any time, elect to own, plan, develop, construct, operate, maintain and/or program New Park Facilities without following the procedures set forth in paragraphs 4.1 through 4.9 of this MOU and develop New Park Facilities under the control of that Party (the "Opt-Out Procedure"). However, all funding for New Park Facilities developed or operated pursuant to the Opt-Out Procedure must come from sources other than those described in

paragraph 4.1 through 4.6 above. Fee exactions and land dedications which otherwise would be used to pay for the development of New Park Facilities pursuant to this MOU may not be used to pay for the development or operation of New Park Facilities developed pursuant to the Opt-Out Procedure. If either Party elects to use the Opt-Out Procedure, it shall give notice of such intent to the other party at least ninety (90) days prior to the commencement of any development activity and shall, within fifteen (15) days of a request by a Party, provide to the other Party all documents and other information available and reasonably necessary to fully disclose to the other Party the nature and extent of the planned development and the funding source(s) to be used for said development. Notwithstanding the foregoing, the Parties acknowledge and agree that all excluded District and City facilities, as set forth in Exhibit B and Exhibit C, are eligible to be paid for with fee exactions and land dedications that would otherwise be covered by this MOU.

4.8 The Parties agree that should either Party violate paragraph 4.7 by constructing New Park Facilities pursuant to the Opt-Out Procedure using funding subject to paragraphs 4.1 through 4.6 of this MOU, there would be no adequate remedy at law sufficient to compensate the non-breaching Party and said aggrieved Party would be entitled to obtain equitable relief, including injunctive relief, to restrain the breaching Party's violation of this MOU.

4.9 All signage for the New Park Facilities shall include both the City and the District. This includes any New Park Facilities that are required as part of any Tentative or Final Parcel or Subdivision Map for development.

5. Park Naming. Except for New Park Facilities already named, the City, with concurrence from the District, shall establish a process to name all New Park Facilities within the geographic limits of the City.

6. Maintenance. Unless otherwise agreed for a particular New Park Facility, the District shall be responsible for the maintenance of all New Park Facilities, consistent with the agreed upon maintenance standards and any applicable master plan; provided, however, that the District's responsibility for maintaining the New Park Facilities shall be contingent on the District receiving sufficient monies to fund such maintenance at the agreed upon standard. The City shall be solely responsible for all maintenance of all trails, medians and corridors owned now or in the future by the City including, without limitation, all landscaping, infrastructure and appurtenances. The District shall be solely responsible for all maintenance of trails, medians, and corridors owned now or in the future by the District including, without limitation, all landscaping, infrastructure and appurtenances all of which shall be covered in more detail by separate agreement. Notwithstanding the foregoing, the City and District shall comply with the landscape maintenance provisions of any agreement concerning landscape and trail maintenance in existence as of the Effective Date of this MOU or any future maintenance agreements. To the extent that the maintenance obligations set forth in this MOU conflict with the terms of any such existing maintenance agreement, or any future agreement on maintenance the existing maintenance agreement or future maintenance agreement shall control.

7. Trails. The Parties shall cooperate in good faith to jointly oversee trail development in accordance with the latest version of the City's Bicycle, Pedestrian and Trails Master Plan and the Park Design Principles.

8. Events Scheduling. It is the intent of this MOU to facilitate the mutual use of each Parties' facilities for events, including, without limitation, use of new or existing park facilities, provided such use does not interfere with operations of the other Party. The Parties agree to cooperate in good faith with each other as to the use of such facilities for City or District events, and each Party shall endeavor to provide not less than thirty (30) days' notice of a request to the other Party to use the other Party's facilities in order to help avoid the scheduling of conflicting events at each other's Facilities. Nothing herein shall obligate either Party to provide such facility to the other Party where, in the reasonable discretion of the Party owning or controlling the facility, such Party finds the use of the facility not reasonably feasible. Should such a facility be reasonably available for the other Party's event, the rental fees shall be waived for that Party. . Should the City and the District enter into a separate joint use agreement all event scheduling shall be governed by that Agreement.

9. Park and Recreation Programing. Any rentals, programs, or events held in any New Park Facility shall be administered by the District. With the exception of events scheduled pursuant to Section 8, fees for any rentals, programs, or events shall be assessed pursuant to the District's park and recreation fees, as may be amended by the District from time to time. Revenue generated by rentals, programs, or events shall be collected and retained by the District.

10. Disagreement Resolution. To ensure a cooperative effort and maintain open communication amongst the Parties, any concerns, disagreements, or conflicts between the Parties during the duration of this MOU shall be addressed as described below, provided that nothing herein shall preclude either Party from pursuing any available remedy at any time including, without limitation, all remedies available in law or equity.

10.1 If either Party has unresolved concerns, disagreements, or conflicts relating to this MOU then, upon request by either Party, the City Council of the City has appointed (replacements may be appointed in the future) two members of the City Council ("City Appointees") and the District Board of Directors has appointed (replacements may be appointed in the future) two members of the Board of Directors of the District ("District Appointees"). This ad hoc committee will deliberate in good faith to reach a negotiated resolution of any outstanding concerns, disagreements, or conflicts between the Parties related to this MOU. While the recommended resolution would be non-binding on the Parties, it is the Parties' intent through this MOU that any such recommended resolution be given great deference.

10.2 The City and the District shall provide information to their designated representatives, and to each other, as is reasonably necessary for the appointees and representatives to consider and attempt to resolve any concern, disagreements, or conflicts between the City and the District.

11. Notices. Any notices required under this MOU shall be sent to the following:

If to the City:

City of Elk Grove
ATTN: City Manager
8401 Laguna Palms Way
Elk Grove, CA 95758
Fax: (916) 691-4007

If to the District:

Cosumnes Community Services District
ATTN: General Manager
8820 Elk Grove Boulevard
Elk Grove, CA 95624
Fax: (916) 405-7150

Notices given pursuant to this MOU shall be deemed received as follows:

- (a) If sent by United States Mail – three (3) calendar days after deposit into the United States Mail, first class postage paid.
- (b) If by facsimile or email – upon transmission by the sending party.
- (c) If by express courier service or hand delivery – on the date of receipt by the receiving party.

The addresses to notices set forth in this Section may be changed upon written notice of such change to either the City or the District, as appropriate.

12. Voluntary Nature of Agreement. The Parties represent and warrant that they fully understand and voluntarily accept each of the terms of this MOU and their consequences, and that they have sought the advice of counsel prior to executing this MOU.

13. Effect of Agreement. This MOU is binding upon and shall inure to the benefit of the Parties, their respective agents, attorneys, and representatives, assigns and successors-in-interest, to the extent permitted by law.

14. Authority of Signatories. Each person executing this MOU does hereby represent and warrant to the other signatories that he or she has the authority necessary to execute this MOU; that no other consents or approvals of anyone are required or necessary for this MOU to be binding; and, that they have respectively not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, causes of action, demands, damages, judgments, costs, loss of services, expenses and/or compensation referred to in this MOU.

15. Choice of Law/Venue. This MOU shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Should any judicial proceeding be brought relating to this MOU, venue shall lie exclusively in a court of competent jurisdiction located in Sacramento County, or if no such court can be found in Sacramento County, a court of competent jurisdiction closest to Sacramento County.

16. Jointly Drafted. This MOU has been jointly negotiated and drafted. The language of this MOU shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. This MOU shall be liberally construed to accomplish its purpose.

17. Severability. Should any term of this MOU be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

18. Further Action. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this MOU.

19. Duplicate Originals. The Parties may execute duplicate originals of this MOU or any other documents they are required to sign or furnish pursuant to this MOU.

20. Entire Agreement. This MOU contains the entire agreement between the Parties, and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matter set forth herein. This MOU may be amended or modified in whole or in part at any time, only by an agreement in writing, executed in the same manner as this MOU.

21. Term. The term of this MOU shall continue until mutually amended or terminated by either Party. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.

22. Headings. Paragraph headings used in this MOU are for the convenience of the Parties only and shall not be considered in interpreting or construing this MOU.

IN WITNESS THEREOF, each Party has executed this MOU as of the date set forth beside their signatures below.

Dated: _____, 2019

Cosumnes Community Services District

Joshua Green, General Manager

Dated: _____, 2019

City of Elk Grove

Jason Behrmann, City Manager

APPROVED AS TO FORM:

Dated: _____, 2019

Cosumnes Community Services District

Sigrid Asmundson
District Counsel

Dated: _____, 2019

City of Elk Grove

Jonathan P. Hobbs
City Attorney

EXHIBIT A

NEW PARK FACILITIES

- Laguna Ridge Specific Plan area, as presently approved and which may be amended from time to time by the City Council.
- Silverado development area (formerly known as Vintara Park), as presently approved and which may be amended by the City Council.
- Sterling Meadows development area as presently approved and which may be amended from time to time by the City Council.
- Southeast Policy Area, as presently approved and which may be amended from time to time by the City Council.
- Any projects that are annexed into the City that will have sites designated as park or recreation and which are primarily funded using development impact fees.

EXHIBIT B

DISTRICT PARK AND RECREATION FACILITIES

- District facilities located in the East Franklin Financing Plan area, as identified on the map attached hereto as Exhibit B-1.
- District facilities located in the Eastern Elk Grove Financing Plan area, with the exception of any facilities in Silverado, as identified on the map attached hereto as Exhibit B-1.
- District facilities located within the District's District Wide Landscape and Lighting Assessment District, Benefit Zones 1, 4, 5 and 12, as identified on the map attached hereto as Exhibit B-2.
- Any new park or recreation facilities constructed solely with District landscape and lighting fees, District CFD fees, and/or other funds provided solely by the District.

EXHIBIT C

CITY PARK AND RECREATION FACILITIES

- The City owned Civic Center property, which is approximately 76.7 acres generally bounded by Elk Grove Boulevard to the north, Big Horn Boulevard to the west and Lotz Parkway to the south. The current master plan includes an aquatic center, community center, library, cultural/performing arts center, nature center, nature area and trails, veterans grove, commons outdoor public gathering space and other similar park and community amenities. The description of Civic Center herein is subject to revision by the City, and shall not be binding.
- The Elk Grove Rain Garden Plaza adjacent to 8380 Laguna Palms Way, Elk Grove, California 95758.

EXHIBIT D

DEVELOPMENT AND MAINTENANCE OF NEW PARK FACILITIES

- The City, with input from the District, shall make reasonable and best efforts to develop and maintain fee programs that are sufficient to develop and maintain New Park Facilities.
- The City will provide to the District a five year revenue projection by January first of each year.
- The District shall provide the City prior to February first of each year a five year Capital Improvement Plan (CIP) identifying all park projects to be designed, constructed and/or replaced when such project is equal to or greater than \$250,000. The City will then identify in its budget and schedule for the delivery of each New Park Facility as part of the City CIP for City Council Approval.
- The District shall provide the City an annual maintenance budget by January first of each year.
- The District shall be responsible for performing all aspects of project development from environmental, permitting, design, advertising, award, inspection, and acceptance. This includes the completion of a site Master Plan that shall be subject to review and approval by the District Board of Directors.
- The City and the District will enter into a mutually agreeable Task Order for the delivery and Payment of New Park Facilities. So long as the amount to be expended on the New Park Facility is within City Council approved budget, the City's Public Work's Director or his or her designee has the authority to sign the Task Order. On the part of the CSD their General Manager shall have signing authority.
- The City and District may choose to allow Developer(s) to deliver a New Park Facility through a "Turnkey" process under which New Park Facilities would be fully constructed by the Developer and turned over to the District. Each New Park Facility developed as such may be subject to a Development Agreement (DA) or other agreement such as a Park Improvement Agreement approved by the City Council. The DA shall provide for the District to be fully reimbursed for Plan Checking and Inspection services. The Developer shall prepare a site Master Plan subject to approval by the District Board of Directors.

No Fee Document – Government Code §6103, §27383
No Documentary Transfer Tax – R&T Code §11922

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO AND MAIL TAX
STATEMENTS TO:

COSUMNES COMMUNITY SERVICES DISTRICT
8820 Elk Grove Blvd.
Elk Grove, CA 95624

Project Name: Kammerer Family Park
APN: 132-2390-012

Space above for Recorder's Use Only

GRANT DEED

CITY OF ELK GROVE, a municipal corporation, hereby grants to **COSUMNES COMMUNITY SERVICES DISTRICT**, a community services district operating pursuant to Government Code Section 61000 et seq., all that real property situated in the City of Elk Grove, County of Sacramento, State of California, and described as:

KAMMERER FAMILY PARK

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this 11 day of January, 2020.

GRANTOR: **CITY OF ELK GROVE, a municipal corporation**

By: 

Print Name: Jason Behrmann

Title: City Manager

Resolution No.: 2019-267

Dated: December, 11 2019

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 6103 AND SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

County of Sacramento)

On January 7, 2020 before me, Julie Jedlowski-Hord a Notary Public personally appeared Jason Behrmann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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.

(Seal)

Julie Jedlowski-Hord
(Signature)



THE STATE OF CALIFORNIA

DEPARTMENT OF REVENUE

NOTICE TO TAXPAYERS OF THE DEPARTMENT OF REVENUE
REGARDING THE 2011-2012 TAX YEAR

2011-2012

NOTICE TO TAXPAYERS

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING THE 2011-2012 TAX YEAR. THIS NOTICE IS BEING SENT TO YOU BY FIRST CLASS MAIL. IF YOU DO NOT RECEIVE THIS NOTICE, YOU SHOULD CONTACT THE DEPARTMENT OF REVENUE AT (916) 227-3300. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE DEPARTMENT OF REVENUE AT (916) 227-3300. IF YOU ARE A TAXPAYER WHOSE TAXES ARE WITHHELD FROM YOUR PAYROLL, YOU SHOULD CONTACT YOUR EMPLOYER FOR MORE INFORMATION. IF YOU ARE A TAXPAYER WHOSE TAXES ARE NOT WITHHELD FROM YOUR PAYROLL, YOU SHOULD CONTACT THE DEPARTMENT OF REVENUE AT (916) 227-3300. IF YOU ARE A TAXPAYER WHOSE TAXES ARE WITHHELD FROM YOUR PAYROLL AND YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR EMPLOYER FOR MORE INFORMATION. IF YOU ARE A TAXPAYER WHOSE TAXES ARE NOT WITHHELD FROM YOUR PAYROLL AND YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE DEPARTMENT OF REVENUE AT (916) 227-3300.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE DEPARTMENT OF REVENUE AT (916) 227-3300.

DATE

APPROVED BY: [Signature]

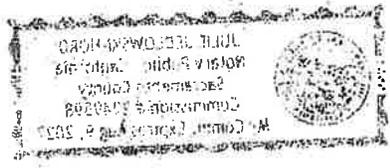


EXHIBIT "A"
Legal Description

All that real property situated in the City of Elk Grove, County of Sacramento, State of California, within the southeast quarter of Section 12, Township 6 North, Range 5 East, Mount Diablo Base and Meridian, described as follows:

Lot 12 as shown on the map of Subdivision No. 01-130-02, titled "Sterling Meadows Large Lot Phase 2", filed in book 386 of Maps, page 5, of Sacramento County Records, excepting therefrom all that portion shown on said map as "I.O.D.", offered to the City of Elk for Right-of-Way purposes, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 12; thence along the southerly line of said Lot South $89^{\circ}18'06''$ West, 65.29 feet; thence leaving said south line, North $0^{\circ}41'54''$ West, 27.00 feet to a point on the right-of-way of said I.O.D. as shown on said map, and the **Point of Beginning**; thence along said right-of-way of said I.O.D. the following twenty-one (22) courses:

- 1) South $89^{\circ}18'06''$ West, 302.92 feet; thence
- 2) South $74^{\circ}14'25''$ West, 23.09 feet; thence
- 3) South $89^{\circ}18'06''$ West, 86.00 feet; thence
- 4) North $74^{\circ}54'33''$ West, 23.17 feet; thence
- 5) Along a non-tangent curve to the right, having a radius of 323.00 feet, whose chord bearing is North $70^{\circ}01'16''$ West, through a central angle of $36^{\circ}22'41''$, an arc length of 205.08 feet; thence
- 6) Along a reverse curve to the left, having a radius of 527.00 feet through a central angle of $14^{\circ}23'38''$, an arc length of 132.39 feet; thence
- 7) North $83^{\circ}00'18''$ West, 22.30 feet; thence
- 8) Along a non-tangent curve to the right, having a radius of 22.00 feet, whose chord bearing is North $25^{\circ}50'44''$ West, through a central angle of $85^{\circ}27'28''$, an arc length of 32.81 feet; thence
- 9) North $31^{\circ}56'41''$ East, 23.09 feet; thence
- 10) North $16^{\circ}53'00''$ East, 35.34 feet; thence
- 11) Along a curve to the left, having a radius of 527.00 feet, whose chord bearing is North $04^{\circ}00'57''$ East, through a central angle of $25^{\circ}44'05''$, an arc length of 236.71 feet; thence
- 12) Along a reverse curve to the right, having a radius of 473.00 feet through a central angle of $08^{\circ}09'11''$, an arc length of 67.31 feet; thence
- 13) North $0^{\circ}41'54''$ West, 215.70 feet; thence
- 14) North $15^{\circ}45'20''$ West, 23.09 feet; thence
- 15) Along a non-tangent curve to the right, having a radius of 22.00 feet, whose chord bearing is North $44^{\circ}18'02''$ East, through a central angle of $89^{\circ}59'55''$, an arc length of 34.56 feet; thence
- 16) North $89^{\circ}18'00''$ East, 738.00 feet; thence

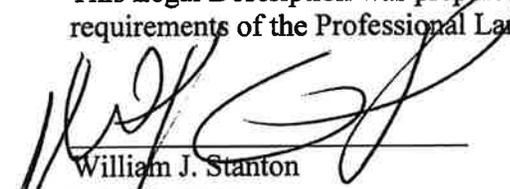
- 17) Along a curve to the right, having a radius of 22.00 feet, whose chord bearing is South 45°41'57" East, through a central angle of 90°00'05", an arc length of 34.56 feet; thence
- 18) South 14°21'39" West, 23.09 feet; thence
- 19) South 0°41'54" East, 702.40 feet; thence
- 20) South 15°45'28" East, 23.09 feet; thence
- 21) Along a non-tangent curve to the right, having a radius of 22.00 feet, through a central angle of 90°00'00", an arc length of 34.56 feet; thence
- 22) North 75°38'13" West, 23.09 feet to the **Point of Beginning**.

Containing 13.55 acres, more or less.

The Basis of Bearings in this legal description is identical to that of Subdivision No. 01-130-02, titled "Sterling Meadows Large Lot Phase 2", filed in book 386 of Maps, page 5, of Sacramento County Records.

See Exhibit "B", plat to accompany, attached hereto and made a part hereof. If there are any discrepancies between this description and the plat, the description shall be considered to be correct.

This Legal Description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyors' Act.


William J. Stanton
L.S. No. 7292
Registration Expires: December 31, 2020



1/07/2020
Date

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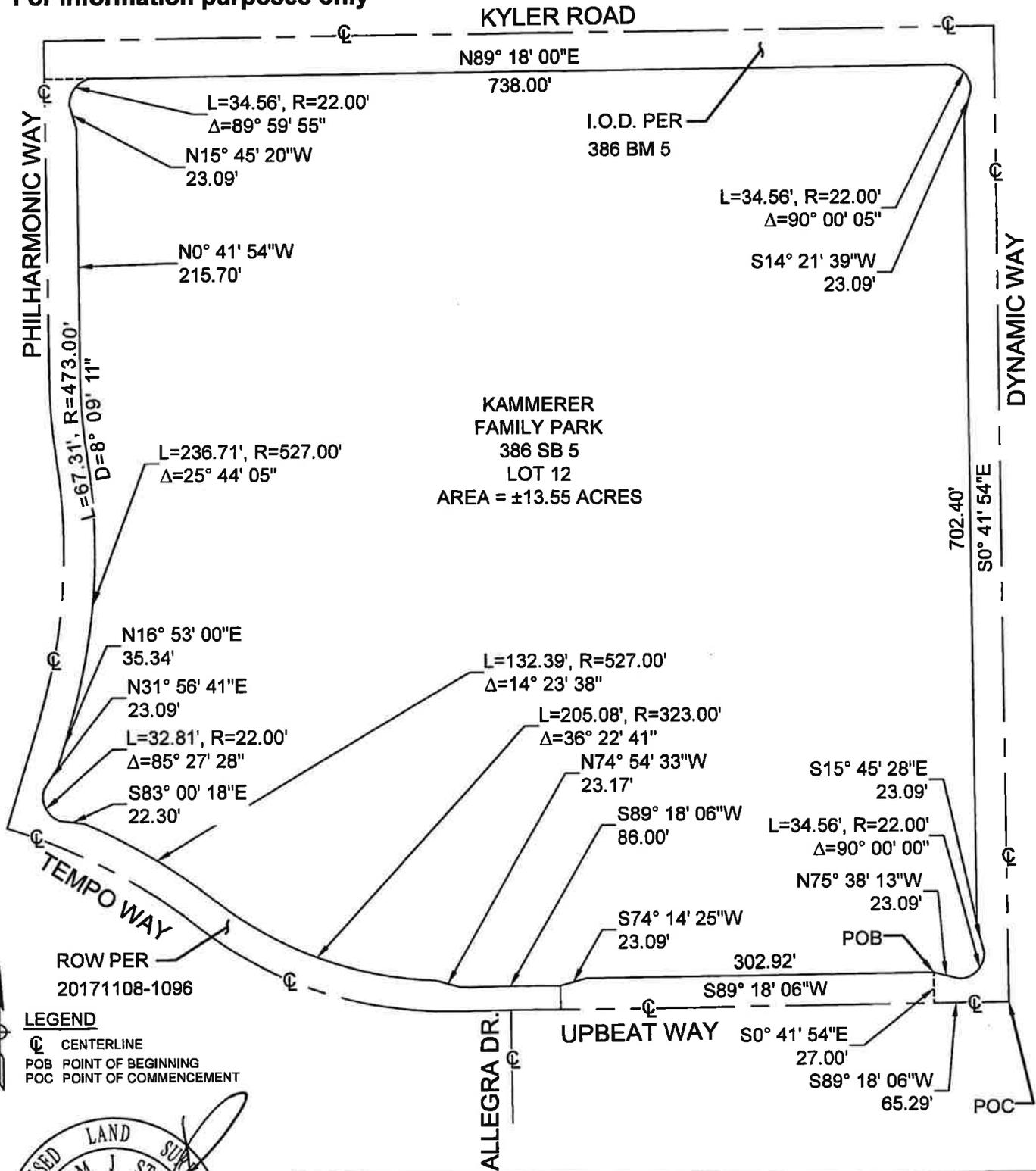
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Exhibit "B"

Plat to accompany Legal Description
For information purposes only



LEGEND

- ⊕ CENTERLINE
- ⊕ POB POINT OF BEGINNING
- ⊕ POC POINT OF COMMENCEMENT



CITY OF ELK GROVE - PUBLIC WORKS DEPARTMENT			
PARK, LOT 12, 386 BM 5			
City of Elk Grove-County of Sacramento State of California			
DRAWN BY: K.A.	Scale: None	DATE: 11/07/2019	SHEET 1 OF 1



COSUMNES COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2020-08

ACCEPTING A GRANT DEED

BY THE COSUMNES COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

**KAMMERER PARK
GRANT DEED**

KAMMERER PARK, APN: 132-2390-012

WHEREAS, the Cosumnes Community Services District, a political subdivision of the State of California, heretofore received from the City of Elk Grove, a municipal corporation, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, City of Elk Grove, a municipal corporation, has made, executed, acknowledged and delivered to said Cosumnes Community Services District, a Grant Deed dated the 7th day of January, 2020, conveying the real property described in the Deed, to said Cosumnes Community Services District;

NOW, THEREFORE, BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 15th day of January, 2020, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gil Albiani, President

Attest: _____
Joshua Green, Secretary

**CERTIFICATE OF ACCEPTANCE
OF GRANT DEED**

This is to certify that the interest in real property conveyed by the CITY OF ELK GROVE (“Grantor”), on the Grant Deed executed by the Grantor on January 7th, 2020, to the COSUMNES COMMUNITY SERVICES DISTRICT (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of Grantee’s Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

GRANTEE:

COSUMNES COMMUNITY SERVICES
DISTRICT, a public body, corporate and
politic

By: _____
Joshua Green
General Manager

STAFF REPORT



DATE: January 15, 2020
TO: Board of Directors
FROM: Steve Sims, Director of Parks and Neighborhood Services
BY: Rachele Manges, Senior Management Analyst
SUBJECT: APPROVAL OF MULTI-YEAR AGREEMENT FOR DISTRICT WIDE ON-CALL MASONRY SERVICES

RECOMMENDATION

The Board of Directors:

- 1) Awards a one-year agreement, with the option to renew for two additional one-year terms, to Gates Masonry, to provide on-call masonry services for the District's owned and maintained areas, not to exceed \$50,000 per year; and
- 2) Authorizes the General Manager to execute all requirements of the agreement.

BACKGROUND/ANALYSIS

The Park and Golf Operations Division requires the use of masonry services to construct, repair, or replace masonry projects in the District. Staff require timely responses to protect District assets and minimize impact to residents.

The current on-call masonry services agreement expired on December 6, 2019. A Request for Proposal was released and published on the District's website on November 21, 2019. Proposals were collected on December 17, 2019 and one (1) proposal was received.

Gates Masonry, the sole bidder, has worked with the District for a number of years, and has always provided timely service and excellent workmanship.

FINANCIAL ANALYSIS

The majority of the masonry work performed on District property is related to car accidents that have caused damage to sound walls. Other examples of masonry work include repairs to park monument signs and existing brick or block sound walls.

Staff recommends that the Board awards a one-year contract to Gates Masonry with the option to extend the contract for up to two additional one-year terms.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of what is being requested today.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully Submitted,



Steve Sims
Director of Parks and Neighborhood Services

Staff Report recommendation authorized by:



General Manager

STAFF REPORT



DATE: January 15, 2020

TO: Board of Directors

FROM: Steve Sims, Director of Parks and Neighborhood Services
Parks and Recreation Department

BY: Josh Branco, Management Analyst

SUBJECT: LANDSCAPE & LIGHTING DISTRICTS ADVISORY COMMITTEE HANDBOOK AND APPLICATION

RECOMMENDATION

The Board of Directors receives and files this informational report related to the Parks and Recreation Department Landscape and Lighting funding. No action is required.

BACKGROUND/ANALYSIS

On August 7, 2019 Staff presented an Informational Report outlining a Funding Sustainability Plan for the Landscape & Lighting (L&L) Districts. That plan called for several initiatives to further engage residents in the landscape maintenance funding process, including outreach meetings at underfunded parks, educational classes, and the creation of an advisory committee for landscape maintenance.

On October 2, 2019 the Board of Directors (Board) approved Resolution No. 2019-81, creating the L&L Districts Advisory Committee (Committee). The L&L Districts Advisory Committee will be primarily responsible for making recommendations to both the Board and Staff regarding the L&L Assessment District Budget, maintenance projects and park revitalization planning. Committee members will also provide updates on the condition of the landscape in their neighborhoods, support outreach efforts and assist with volunteer maintenance events.

Since October, Staff have continued to research best practices and developed a set of documents to guide this new Committee. A recruitment campaign will be held in February and March of 2020, with the intent of submitting a list of applicants to be appointed by the Board in April 2020.

L&L Districts Advisory Committee Handbook

The L&L Districts Advisory Committee Handbook will serve as a resource for the Board, Staff and community; all applicable procedures, requirements and regulations are included. Staff will review this document annually and update as necessary to ensure the Committee is able to achieve its goals.

L&L Districts Advisory Committee Application

In addition to clearly defined roles and procedures, the Committee's success will be determined in large part by the qualifications of its members. The application is designed to gather information on applicant's relevant professional and volunteer experience, especially how that experience will advance the four goals of the Parks & Recreation 2019-2022 Strategic Plan. In particular, the Committee is closely aligned with Goal 3.4, which calls for increased opportunity for community members to volunteer with

the District. Furthermore, the application will provide the Board with all of the information necessary to create a Committee that is both representative and inclusive of Elk Grove's diverse population.

FINANCIAL ANALYSIS

There is no fiscal impact to the District as a result of what is being presented today.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of what is being presented today.

Should you have any questions, please contact me prior to the Board meeting.

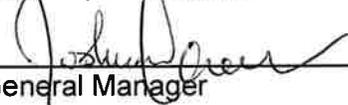
Respectfully submitted,



Steve Sims, Director of Parks and Neighborhood Services
Parks and Recreation Department

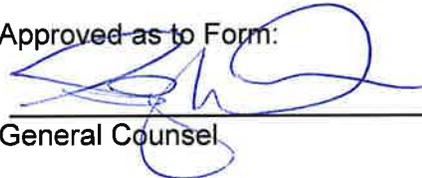
Attachment A – Landscape & Lighting Districts Advisory Committee Handbook
Attachment B – Landscape & Lighting Districts Advisory Committee Application

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

L&L DISTRICTS ADVISORY COMMITTEE HANDBOOK



Cosumnes CSD
PARKS & RECREATION DEPARTMENT

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I. Overview

Volunteer advisory committees are an integral part of local government, intended to provide advice and recommendations from a resident's perspective. Advisory committees help plan the future of their communities, bringing together disparate views that might not otherwise be heard.

As the size and scope of the Cosumnes Community Services District (District) has grown, so has the need for public engagement and education on matters relating to landscape maintenance and funding. The Landscape & Lighting Districts Advisory Committee (Committee) has been created to improve communication between the District and public regarding these topics.

A. Statement of Purpose

The Committee will be primarily responsible for making recommendations on Landscape & Lighting (L&L) budgets, projects, and planning. Committee members will also provide updates on the status of landscape maintenance in their benefit zone or district, particularly any areas of concern that may need to be addressed by Staff. Furthermore, committee members will assist with the District's L&L funding education outreach and help facilitate volunteer landscape maintenance events in their benefit zone.

B. Review & Evaluation

The function and activities of the Committee will be periodically reviewed to determine whether its purpose is being fulfilled, and whether it is still necessary.

II. Roles & Responsibilities

District Staff, the L&L Districts Advisory Committee and the Board of Directors all play important roles in providing landscape maintenance services to the public.

A. District Staff

Staff is primarily responsible for providing technical assistance and administrative support. The General Manager, or designee, will appoint a primary Staff Liaison.

The appointed Staff Liaison will:

- Ensure that meeting notifications and recordkeeping occurs consistent with applicable laws.
- Serve as a communication link between the Committee, Staff and the Board of Directors (Board).
- Provide copies of all agendas and minutes the Committee.
- Provide professional guidance and recommendations to the Committee.
- Assist the Committee with research, report preparation and correspondence in keeping with the Committee's Statement of Purpose.

- Present Committee recommendations to the Board if requested by either the committee or the Board.
- Maintain a positive working relationship with the chair and committee members.
- Focus the Committee's efforts on its Statement of Purpose.

B. Landscape & Lighting Districts Advisory Committee

The Committee is primarily responsible for providing technical and policy recommendations to the Board and Staff.

Committee members will:

- Be fair and impartial.
- Be respectful of the public, Staff and other Committee members.
- Offer new proposals and recommend changes to existing programs, policies and procedures.
- Respect the limitations of their individual and collective authority. The role of the Committee is to advise the Board and/or Staff, and members are not empowered to make final decisions.
- Attempt to reach consensus. If consensus is not possible, and there are strong differing opinions, a minority opinion should be recorded and acknowledged in the Committee's report to the Board.
- Interpret and relay community opinions, attitudes and needs to both Staff and the Board.
- Provide the community with information about District programs, policies, procedures and budgets.
- Educate themselves on topics related to their committee's purpose.

C. Board of Directors

The Board is the District's governing body, and is responsible for formulating and approving policies for the operation, control, administration, and planning of the District's facilities and activities. The Board will provide direction to both Staff and the Committee.

The Board will also appoint a Board Liaison to serve as the point of contact between the Committee and the Board. The Board Liaison is not required to attend Committee meetings.

III. Recruitment & Appointment

An annual recruitment will be undertaken to fill all scheduled vacancies occurring the following year.

A. Recruitment Procedures

- The District will annually, on or before December 31, publish a list of vacancies and anticipated vacancies. The list will be known as the Local Appointments List.

- The listing will state the title and term of office of each position, the membership requirements, and contact information for obtaining additional information and/or submitting an application.
- The listing will also state the incumbent appointee for each position, including the date of appointment and the date the term expires.
- The listing will be posted at District facilities, on the District website and be made available to local media.
- Interested persons must submit an application in accordance with the deadlines established by the listing.
- Recruitments for partial-term vacancies will be held as needed if an unexpected vacancy occurs.

B. Membership Qualifications

- Each member must live within the Benefit Zone or L&L District they are appointed to represent.
- Staff may not serve on the Committee, except as an advisor or Staff Liaison.
- Youth members must live within the District's park and recreation service area boundary, and have attained the grade level of freshman, sophomore or junior by the time of their appointment.

C. Appointment Procedure

Committee appointments will be made by a motion of the Board, and each applicant will be notified of the Board's decision by mail.

D. Selection Criteria

Committee applicants will be evaluated using the following criteria:

- Knowledge & Experience – The Board will consider both applicable experience, and knowledge relevant to the Committee's purpose when making appointments.
- Public Service – The Board will consider past and present community service, especially leadership roles and experience on other boards and committees.
- Committee Composition – The Board will consider the Committee's composition when making appointments. The District desires that the Committee be composed of members that are both representative, and inclusive of our diverse community.

E. Term of Office & Reappointment

- The term of office for Committee members will be for three years. The terms will be staggered so that as near as possible, one-third of each committee's membership will expire each year.
- The term of office for the youth member will be for one year.
- Members may serve for no more than two consecutive terms. However, they may be reappointed after a one-year break in service. Exceptions may be made if there are no other qualified applicants.

IV. Operating Procedures

Any procedural matter or controversy not specifically addressed in this handbook will be governed by the most current edition of *Robert's Rules of Order*.

A. Work Plan

- Staff will develop an annual Work Plan for the Committee based on the District's Strategic Plan and the Elk Grove Plan for Play. A draft will be presented to the Committee for input and revision. Once completed, the Committee's Work Plan will be presented to the Board for review, possible amendment and approval.
- The Committee may not direct Staff to perform work not related to the Work Plan unless approved by the General Manager or Board.
- Substantive changes to the Work Plan must be approved by the Board.

B. Number of Members

The Committee will consist of 16 members, one youth member and one member from each of the following Benefit Zones:

- Zone 1 – Laguna
- Zone 3 – Elk Grove/West Vineyard
- Zone 4 – West Laguna
- Zone 5 – Lakeside
- Zone 6 – Central Elk Grove
- Zone 8 – Other Rural/Laguna Ridge
- Zone 11 – East Elk Grove
- Zone 12 – Stonelake
- Zone 13 – East Franklin
- Zone 14 (2 & 9a) – Camden Park
- Zone 15 – Vista Creek Park
- Zone 16 (9b) – Fallbrook/Park Lane/Britschgi
- Zone 18 (9c) – Hampton Village
- Zone 19 – Camden Estates & Camden Pointe
- Zone 20 – Perry Ranch

C. Internal Organization

- The Committee will elect from its membership a Chairperson to serve for one year. The Chairperson may be reelected once, for a total of two consecutive years, before a one-year break in service is required.
- The Chairperson will ensure that all members have an opportunity to share their knowledge and perspective.
- The Committee may also elect other officers as deemed necessary by the membership.

D. Meeting Schedule

The Committee will meet every other month and will establish a regular meeting place, day and time. The meeting place and date may change periodically with the consensus of the Committee and proper notice to the public. Special meetings of the Committee may be called at any time by the presiding officer or by a majority of the

members of the Committee. All Committee meetings will be conducted in public session, and the public will be notified in accordance with all applicable laws.

V. Requirements

Regular attendance and accurate record keeping are necessary for the Committee's success.

A. Attendance Requirements

- Committee members will attend at least 75% of the regular meetings.
- An absence may be excused by a majority vote of the Committee.
- Members who have two consecutive unexcused absences may be dismissed by the Board.
- Members who miss more than 25% of the regular meetings in a calendar year, without an excuse, may be dismissed by the Board.

B. Reporting Requirements

- All reports and recommendations will be written in clear and concise language.
- Proposed policies and recommendations will be viable, cost-effective and identify the reasoning behind them.
- The Committee will prepare an annual Informational Report for the Board of Directors, to include at minimum: a description of activities, a list of members and their terms of office, and any general recommendations.

C. Record Keeping Requirements

- The Committee will appoint a member to take formal minutes of their meetings, or the minute responsibility may be delegated to the Staff Liaison. A copy of all minutes will be filed with the Board Clerk as the official record.
- All recommendations and final reports to the Board of Directors be presented at a regular Board Meeting either in-person by a designated representative of the Committee or Staff Liaison, or in writing.
- A copy of the written report or recommendation will be submitted to the Board Clerk by the agenda cut off time.

VI. Applicable Regulations

All Committee members must submit a complete Form 700 at the time of their appointment. The Committee, and its members must comply with all applicable state and local statutes.

A. Ralph M. Brown Act

The following measures will be taken to comply with the Brown Act:

- All Committee meetings will be open to the public.
- The agenda will be posted at least 72 hours prior to a Committee meeting.

- Deliberation and/or action will only be taken on topics placed on the public agenda.
- The public will have the opportunity to address the Committee before any vote is taken.
- The public will have the opportunity to address the Committee on any item of interest that is within the jurisdiction of the Committee.

B. Maddy Act

The Local Appointment List will be published annually, on or before December 31, in accordance with the Maddy Act. The list will include all boards, commissions, and committees whose members serve at the pleasure of the Board, and the necessary qualifications for each position.

C. Government Code §1090

Committee members may not be involved in the making of any contract in which they have a financial interest, and may not be a party to any purchase or sale made by the member in their official capacity.

Landscape & Lighting Districts Advisory Committee Application

Return completed form to Cosumnes CSD, 8820 Elk Grove Blvd, Elk Grove, CA 95624

Name _____ E-Mail _____

Home Phone _____ Cell Phone _____

Address _____ Benefit Zone _____

Available to attend meetings Evening Daytime

Current occupation & employer _____

(If retired, please indicate former occupation)

Past & present Cosumnes CSD appointments, offices and positions _____

Relevant professional and/or community activities _____

Relevant skills and experience _____

Why are you interested in serving on the Landscape & Lighting (L&L) Districts Advisory Committee? _____

How would you help Cosumnes CSD create responsive programs, parks and facilities for Elk Grove's diverse and growing community? _____

How would you help Cosumnes CSD strengthen parks and recreation facilities for future generations? _____

How would you help Cosumnes CSD foster collaborative partnerships that leverage strengths and resources to enhance recreation experiences? _____

How would you help Cosumnes CSD allocate staff and resources based on sound operational practices to ensure long-term operation and maintainability? _____

Please relate any additional goals you have for the Cosumnes CSD and/or the L&L Districts Advisory Committee _____

Are you related to any elected Cosumnes CSD official or staff member? If yes, please explain. _____

Are you involved in any professional or community organizations? If yes, please describe its mission and your position. _____

Is there any other information you wish to provide to the Board of Directors for consideration? _____

How did you find out about the vacancy on this advisory committee? _____

It is the goal of the Cosumnes CSD to achieve racial diversity, equity and inclusion on Advisory Committees. The information collected in this section is not required, and will be used to help achieve this goal.

- White Black or African American American Indian or Alaska Native
- Asian Native Hawaiian or Other Pacific Islander
- Other _____

Signature _____ Date _____

STAFF REPORT



DATE: January 15, 2020
TO: Board of Directors
FROM: Michael W. McLaughlin, Fire Chief
BY: John Ebner, Senior Management Analyst

SUBJECT: PUBLIC HEARING – ANNEXATION #25 – COMMUNITY FACILITIES DISTRICT NO. 1 (ELK GROVE FIRE PROTECTION)

RECOMMENDATION

The Board of Directors:

1. Opens the public hearing and takes testimony on the proposed annexation of properties into Community Facilities District No. 1 (Elk Grove Fire Protection).
2. Approves Resolution No. 2020-01, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 (Attachment 1).
3. Approves Resolution No. 2020-02, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT CALLING A SPECIAL ELECTION OF THE QUALIFIED ELECTORS OF THE TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 (Attachment 2).
4. Approves Resolution No. 2020-03, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING RESULTS OF SPECIAL TAX ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN (Attachment 3).

BACKGROUND/ANALYSIS

As the Board of Directors is aware, the CSD created CFD No. 1 (Elk Grove Fire Protection) in June of 2012 for the purpose of offsetting the financial impact of providing services to new development. From time to time it will be necessary to annex projects into CFD No. 1 using the normal CFD resolution and election process.

On December 4, 2019, the Board approved Resolution 2019-90 declaring intention to annex territory into the CFD. The proposed CFD annexation contains two commercial parcels. This is the twenty-fifth annexation to the CFD. The project has a condition of approval which requires that the property owner(s) participate in a funding mechanism for emergency mitigation and fire prevention services. The condition will be satisfied by the annexation of their project to the CFD, which is the subject of tonight's action.

In order to complete the annexation process, the Board is being asked to complete the following actions:

1. Hold a public hearing and take testimony on the annexation of additional territory into CFD No. 1 (Elk Grove Fire Protection).
2. Consider and approve Resolution No. 2020-01, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 (ELK GROVE FIRE PROTECTION) AND AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN.
3. Consider and approve Resolution 2020-02, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT CALLING A SPECIAL ELECTION OF THE QUALIFIED ELECTORS OF THE TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1.
4. Conduct a special election on the CFD annexation during which the Canvassing Board opens the ballot, tallies the vote, and announces the results of the election.
5. Consider and approve Resolution No. 2020-03, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING RESULTS OF SPECIAL TAX ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

Pursuant to those actions, staff, with the help of SCI Consulting Group, has completed the following steps in order to facilitate the annexation to the CFD in Elk Grove:

- The map of the proposed annexation into CFD No. 1 (Elk Grove Fire Protection) was recorded with the County Recorder on December 12, 2019.
- The CFD election ballot was mailed to the property owners at least 10 days prior to the date of the Public Hearing. The property owners are asked in the ballot whether they approve or disapprove of having their properties annexed into CFD No. 1.

The Mello Roos Community Facilities Act provides that a public hearing must be held on the annexation of additional territory into a CFD. At the close of the public hearing, absent any objections by the property owners in the proposed CFD, the Board may determine that there was no majority protest, as defined by the Act. In order to expedite the annexation process, all property owners within the proposed CFD have signed a waiver and consent form waiving their right to protest at the public hearing and waiving any minimum time periods relative to the landowner election.

Upon the final approval of the annexation into the CFD, a Notice of Special Tax Lien (Attachment 4) will be recorded with the Sacramento County Recorder, resulting in a permanent lien on the parcels involved in the special election. The lien continues in perpetuity unless the Board terminates the special tax obligation by later Board actions in accordance with the Act.

FINANCIAL ANALYSIS

The proposed CFD will be fully supported by an annual special tax levied exclusively on the real property within the CFD. The District's administrative costs related to the CFD will be reimbursed from the special tax proceeds. There will be no impact on the District's finances or on the General Fund.

SUSTAINABILITY ANALYSIS

There is no environmental impact related to the annexation of properties into Community Facilities District No. 1 (Elk Grove Fire Protection).

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Michael W. McLaughlin
Fire Chief

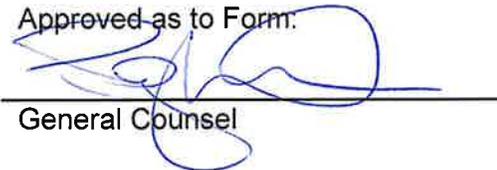
- Attachment 1 – Resolution No. 2020-01
- Attachment 2 – Resolution No. 2020-02
- Attachment 3 – Resolution No. 2020-03
- Attachment 4 – Notice of Special Tax Lien
- Attachment 5 – Notice of Public Hearing

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Attachment 1

RESOLUTION NO. 2020-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 25**

RESOLVED by the Board of Directors ("Board") of the Cosumnes Community Services District (the "District"), County of Sacramento, State of California, that:

WHEREAS, the Board has conducted proceedings to establish Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD") adopted Resolution 2012-25 on June 6, 2012 (the "Resolution of Formation") pursuant to the Mello-Roos Community Services and Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, on December 4, 2019, the Board adopted a Resolution 2019-90 entitled "Resolution of the Board of Directors of the Cosumnes Community Services District Declaring Intention to Annex Territory to Community Facilities District No. 1 and Authorize the Levy of Special Taxes Therein" (the "ROI") of the District pursuant to the Act; and

WHEREAS, a Petition, Consent and Waivers from each of Woodside Homes of Northern California, and Pappas Investments, have been filed with Clerk of the Board ("Board Clerk"); and

WHEREAS, the proposed boundaries of the territory to be annexed to the CFD are as shown on the maps attached hereto as Exhibit A, and incorporated herein, and which is also on file with the Board Clerk; and

WHEREAS, the public Services and Facilities proposed to be financed by the CFD ("Services and Facilities") are described in the document titled "Description of Services and Facilities to be Financed by the CFD," attached hereto as Exhibit B and incorporated herein; and

WHEREAS, except to the extent that funds are otherwise available to the CFD to pay for the Services and Facilities, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes levied within the CFD. The proposed rate

and method of apportionment of the Special Tax are described in the document titled "Rate and Method of Apportionment of Special Tax," attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the Board Clerk published notice of a public hearing to be held on January 15, 2020, in compliance with Section 53322 of the Act regarding the proposed annexation of territory to the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD, the Services and Facilities to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, on the date hereof, this Board held a noticed public hearing as required by the Act and the ROI relative to the proposed annexation of territory to the CFD; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, the special tax proposed to be levied in the territory to annex to the CFD to pay for the fair share of proposed Services and Facilities to be provided therein has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory to be annexed to the CFD or the owners of one-half (1/2) or more of the area of the territory to be annexed to the CFD and not exempt from the special tax; and

WHEREAS, if the Board proceeds with annexation of territory to the CFD, the Special Tax shall be submitted to a vote among the property owners in the proposed CFD by mailed or hand-delivered ballot, with each property owner having one vote for each acre or portion of an acre such owner owns in the CFD.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The foregoing recitals are true and correct.
2. The proposed special tax to be levied within the territory to be annexed to the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.
3. The type of Services and Facilities proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed in Exhibit B hereto and by this reference incorporated herein.

4. The Fire Chief, located at 10573 East Stockton Blvd., Elk Grove, CA 95624, telephone number 916-405-7100, is the officer of the District who will oversee the CFD Administrator who will prepare annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.
5. Upon recordation of an amended notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the territory to be annexed to the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the District ceases.
6. The boundary map of the territory to annex to the CFD was recorded in the Sacramento County Recorder's Office as Document No. 201912120755 in Book 129, Page 35 of the Book of Maps of Assessments of Community Facilities Districts and on file with the Board Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the voter approval of the levy of the special taxes therein as hereinafter provided.
7. The Board has determined that all proceedings undertaken by the District in connection with the establishment of the territory to be annexed to the CFD and the levy of the Special Tax are valid and in conformity with the applicable provisions of the Act. Pursuant to Section 53325.1 of the Act, the Board's finding in this regard is final and conclusive.
8. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax shall be submitted to the qualified electors of the territory to be annexed to the CFD at an election, the time, place and conditions of which shall be as specified by a separate resolution of the Board.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 15th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

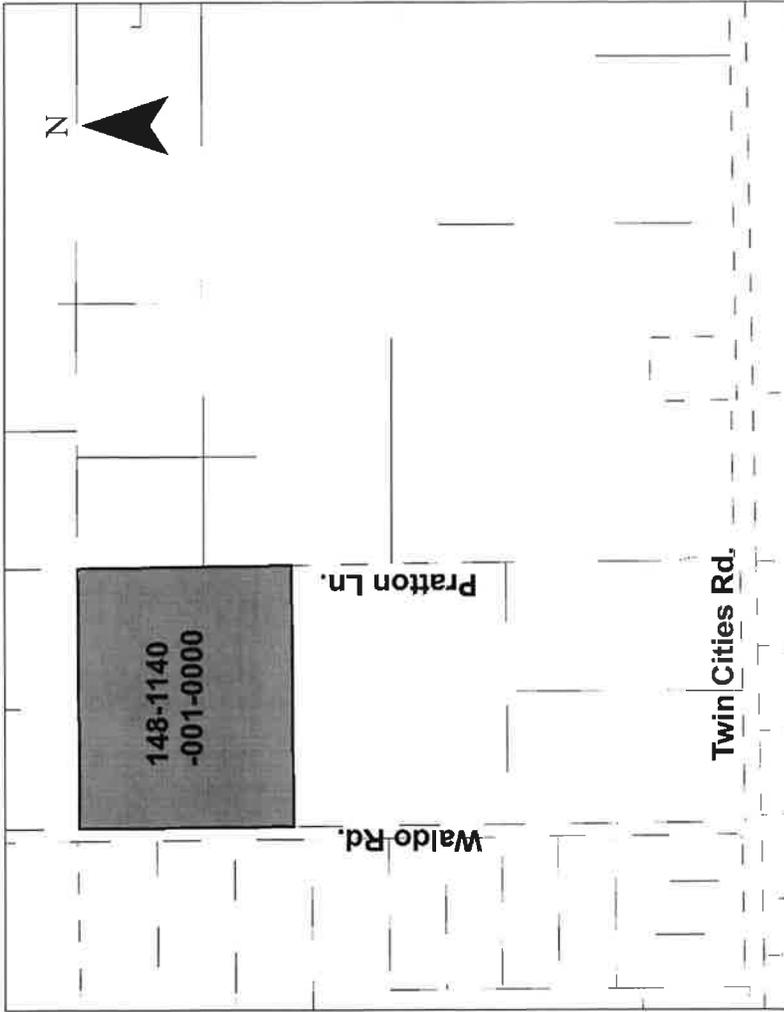
ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

EXHIBIT A



Legend



Annex 25

Sacramento County Parcels

SGP Consulting Group
 1000
 Fairview, CA 95834
 (916) 430-4300

CLERK'S MAP FILING STATEMENT
 FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF THE COSUMNES
 COMMUNITY SERVICES DISTRICT, STATE OF CALIFORNIA, THIS ____ DAY
 OF _____, 20____.

CLERK OF THE BOARD _____

CLERK'S MAP CERTIFICATE
 I DO HEREBY CERTIFY THAT THE WITHIN MAPS SURROUNDING TERRITORY
 PROPOSED TO BE ANNEXED INTO COMMUNITY FACILITIES DISTRICT NO. 1
 (ELK GROVE FIRE PROTECTION, COSUMNES COMMUNITY SERVICES
 DISTRICT, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS
 FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF THE COSUMNES COMMUNITY
 SERVICES DISTRICT AT A MEETING THEREOF HELD ON THE ____ DAY
 OF _____, 20____, BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD _____

RECORDER'S CERTIFICATE
 FILED THIS ____ DAY OF _____, 20____, AT THE HOUR OF
 O'CLOCK ____ M IN BOOK ____ OF MAPS OF ASSESSMENT AND
 COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF THE
 COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF
 CALIFORNIA.

COUNTY CLERK/RECORDER, COUNTY OF SACRAMENTO

DEPUTY, COUNTY OF SACRAMENTO _____

NOTE
 REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE
 OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR A
 PERIOD OF TIME PREVIOUS TO THE DATE OF THIS MAP. THE MAPS
 SHOWN HEREIN THOSE MAPS SHALL GOVERN FOR ALL PARCELS
 CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH
 PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSORS'
 PARCEL NUMBER.

ANNEXATION MAP NO. 25 OF
 COMMUNITY FACILITIES DISTRICT NO. 1
 (ELK GROVE FIRE PROTECTION) OF THE
 COSUMNES COMMUNITY SERVICES DISTRICT,
 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Sheet 1 of 1

EXHIBIT A

EXHIBIT B

DESCRIPTION OF SERVICES AND FACILITIES TO BE FINANCED BY THE CFD

COSUMNES COMMUNITY SERVICES DISTRICT Community Facilities District No. 1 (Elk Grove Fire Protection)

The Services and Facilities described below are proposed to be financed by Community Facilities District No. 1 (the "CFD") of the Cosumnes Community Services District (the "District"):

The types of Services and Facilities to be financed by the CFD ("Services and Facilities") shall include new a) fire protection and suppression services, b) ambulance and paramedic services; and c) renovation, expansion, acquisition, construction of existing and future fire protection and suppression Services and Facilities and equipment, vehicles, apparatus and supplies including collection and accumulation of funds to pay for anticipated Services and Facilities cost shortfalls and reserves for repair and replacement of Services and Facilities, improvements, vehicles, and equipment with a useful life of five (5) years or more to the extent that such Services and Facilities are required to sustain the service delivery capability of the District's Fire Department.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COSUMNES COMMUNITY SERVICES DISTRICT Community Facilities District No. 1 (Elk Grove Fire Protection)

A Special Tax authorized under the Mello-Roos Community Services and Facilities Act of 1982 applicable to the land in the Community Facilities District No. 1 (the "CFD") of the Cosumnes Community Services District (the "District") shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as shown below.

A. DEFINITIONS

"Act" means the Mello-Roos Community Services and Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended, which authorizes the establishment of the CFD to finance: a) fire protection and suppression Services and Facilities; b) fire and emergency medical equipment; and c) other fire department operations, Services and Facilities provided by the District.

"Administrative Expenses" means the actual or estimated costs incurred by the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of District employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs as determined by the District.

"Age-Restricted Nonresidential" means residential retirement communities or occupancies, as described in Section 51.3 of the Civil Code, which are restricted to adults or senior citizens only, but are owned and managed by a commercial entity that rents or leases residential units such as apartments or rooms to the aforementioned individuals.

"Age-Restricted Residential" means residential retirement communities or occupancies, as described in Section 51.3 of the Civil Code, which are restricted to adults or senior citizens only.

"Annual Escalation Factor" means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (CPI-U), as published by the

U.S. Department of Labor, Bureau of Labor Statistics, or if this index ceases publication, an equivalent index.

"Annual Special Tax" means the annual Special Tax, determined in accordance with Section E below to be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Authorized Services and Facilities" means those Services and Facilities listed in the Resolution of the Board of Directors of the Cosumnes Community Services District Declaration Intention to Establish the CFD.

"Base Year" means the Fiscal Year ending June 30, 2012.

"Building Area" means the total of the gross area of the floor surfaces within the exterior wall of the building constructed or to be constructed, not including covered public pedestrian circulation areas and vehicle parking areas.

"Board" means the Board of Directors of the Cosumnes Community Services District, acting as the legislative body of the District and the CFD.

"CFD" means Community Facilities District No. 1 (Elk Grove Fire Protection) of the Cosumnes Community Services District.

"CFD Administrator" means an official of the District, or designee thereof, responsible for determining providing for the levy and collection of the Special Taxes.

"County" means the County of Sacramento, California.

"Developed Property" means all Assessor's Parcels subject to the Special Tax for which a building permit has been approved and recorded by June 1 of the prior Fiscal Year. These Assessor's Parcels can be classified into one of following groups: Single Family Residential, Multi-Family Residential or Nonresidential.

"District" means the Cosumnes Community Services District.

"Fire Protection Service and Facility Costs" means the estimated and reasonable costs of providing the Authorized Services and Facilities, including, but not limited to, a) the costs of contracting services; b) the costs of equipment, vehicles, ambulances, paramedics, fire apparatus and supplies; c) the salaries and benefits of District staff that directly provide fire suppression services, emergency medical services, fire prevention activities and other services as defined herein, respectively; and d) District overhead costs associated with providing such Services and Facilities within the CFD.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"Multi-Family Residential" means any Assessor's Parcel of Developed Property for which a building permit has been issued for construction of a structure with more than one Residential Unit. This category includes but is not limited to apartment buildings, duplexes, triplexes, fourplexes, or mobile homes.

"Nonresidential Property" means all Assessor Parcels of Developed Property for which a building permit has been issued by the City for the construction of one or more units not classified as residential property or Services and Facilities.

"Single-Family Residential" means any Assessor's Parcel of Developed Property for which a building permit has been issued for construction of at least one single-family residential unit and is not Multi-Family Residential.

"Special Tax" means the Special Tax to be levied, in each Fiscal Year, on Taxable Parcel, pursuant to Sections B, C, and D below.

"Special Tax Requirement" means the amount required in any Fiscal Year for the CFD to: a) pay for Fire Protection Service and Facility Costs; b) pay for reasonable Administrative Expenses; c) pay any amounts required to establish or replenish any reserve funds; and d) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"State" means the State of California.

"Residential Unit" or **"Residential Units"** means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units.

"Taxable Parcel" means any Parcel that is not exempt from Special Taxes as defined within this Rate and Method of Apportionment of Special Tax.

"Tax-Exempt Property" means any Parcel within the CFD which is not Developed or Undeveloped Property, and includes property owned or operated by a public District or exempted for some other reason.

"Undeveloped Property" means any Assessor's Parcel which is Zoned for any use, is not Tax-Exempt Property, and for which no building permit has been approved and issued by June 1 of the previous Fiscal Year.

"Zoned" means use, zoning, allowed or designated on the applicable General Plan, Specific Plan or Community Plan which the County of Sacramento utilizes and relies upon for planning purposes and for the approval of development.

B. CALCULATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

1. **Classification of Parcels.** Each Fiscal Year, using the Definitions above and the parcel records of the County Assessor's Secured Tax Roll of July 1, the District shall cause each parcel of land in the CFD to be classified as Developed Property, Undeveloped Property or Tax-Exempt Property. The District shall cause all Developed Property to be further classified as Single Family Residential, Multi-Family Residential, Age-Restricted Residential, Nonresidential and Age-Restricted Nonresidential.
2. **Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax Rates shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax Rate for the upcoming Fiscal Year.

Land Use Classification	Base Year Maximum Tax Rate
Developed Single Family Residential	\$235.18 per unit
Developed Multi-family Residential	\$135.49 per unit
Developed Age Restricted Residential	\$110.48 per unit
Developed Nonresidential	\$0.11 per square foot of Building Area
Developed Age-Restricted Nonresidential	\$0.11 per square foot of Building Area
Undeveloped	\$0
Tax Exempt	\$0

3. **Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to a private use, it shall become subject to the Special Tax.
4. **Developed Nonresidential Building Area Not Subject to the Special Tax.** Any Developed Nonresidential Building Area constructed prior to January 1, 2009 for the following Assessor's Parcels shall not be subject to the Special Tax:

Assessor's Parcel No(s)

132-2170-004	132-2170-017	123-0160-001
132-2170-005	134-1010-009	
132-2170-006	134-1010-010	

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2013 and each January thereafter, the Maximum Special Tax shall be adjusted annually in an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or if this index ceases publication, an equivalent index.

Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. CALCULATION OF THE ANNUAL SPECIAL TAX

Commencing with Fiscal Year 2012-13, and for each subsequent Fiscal Year, the Board shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Residential Property at one hundred percent of the applicable Maximum Special Tax to fund the Special Tax Requirement.

The Board shall not levy an Annual Special Tax on 1) Undeveloped Property, 2) Tax Exempt Property or 3) Developed Nonresidential Building Area described in Section B4 hereof.

Under no circumstances will the Annual Special Tax levied against any Assessor's Parcel of Developed Single-Family or Multi-Family Residential Property increase by more than ten (10) percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the foregoing, the amount of Annual Special Tax levied upon any Developed Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the District or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels that the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the Fire Chief or his or her designee, appealing the

levy of the Special Tax on the subject property. The Fire Chief or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant and decide the merits of the appeal. If the findings of the Fire Chief or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the Fire Chief or his or her designee shall be referred to the Board and the decision of the Board shall be final.

Interpretation may be made by resolution of the Board for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate or the method of apportionment or the classification of properties or any definition applicable to the CFD.

G. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The District shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year.

H. ANNEXATION OF TERRITORY

Any territory to be annexed to the CFD shall, in addition to payment of Special Taxes at the rate set forth above, be subject to payment of any costs incurred by the District in conducting the annexation process.

Attachment 2

RESOLUTION NO. 2020-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT CALLING A SPECIAL ELECTION
OF THE QUALIFIED ELECTORS OF THE TERRITORY TO BE ANNEXED TO
COMMUNITY FACILITIES DISTRICT NO. 1**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 25**

RESOLVED by the Board of Directors ("Board") of the Cosumnes Community Services District (the "District"), County of Sacramento, State of California, that:

WHEREAS, on December 4, 2019, the Board adopted a Resolution No. 2019-90 entitled "Resolution of the Board of Directors of the Cosumnes Community Services District Declaring Intention to Annex Territory to Community Facilities District No. 1 (Elk Grove Fire Protection) and Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention") pursuant to the California Government Code Section 53311 et seq. (the "Act"); and

WHEREAS, the Resolution of Intention to Annex Territory set a public protest hearing to be held concurrently on January 15, 2020, ("Public Hearing"); and

WHEREAS, at the close of the Public Hearing, the Board determined that there was no majority protest under the provisions of the Act; and

WHEREAS, at the conclusion of the Public Hearing, the Board adopted Resolution No. 2020-01 entitled "Resolution of the Board of Directors of the Cosumnes Community Services District to Annex Territory to Community Facilities District No. 1" (the "ROA") with respect to the CFD Annexation No. 25 pursuant to the Act; and

WHEREAS, pursuant to the provisions of the ROA, a proposition to authorize the levy of special taxes within the territory to be annexed to the CFD is to be submitted to the qualified electors of the annexation territory as required by the Act.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Board has heretofore found that fewer than twelve persons have been registered to vote within the territory of the CFD for the ninety days preceding the close of the public hearing heretofore held by the Board for the purposes of these proceedings. Accordingly, the vote shall be by the land owners of the CFD, and each owner of record at the close of such public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the CFD.

2. The date of the election shall be January 15, 2020, and the Board Clerk shall conduct the election. The election shall be conducted by either personally delivered or mailed ballots, and in accordance with the provisions of law regulating elections of the District insofar as such provisions are determined by the Board Clerk to be applicable. The voted ballots shall be returned to the Board Clerk not later than 4:30 p.m. on January 15, 2020 at such time the election will be closed.
3. The form of the ballot for the election is attached hereto as Exhibit A and by this reference incorporated herein. The Board Clerk has cause to be delivered to each of the qualified electors of the territory to be annex to the CFD a ballot in said form. Each ballot indicates the number of votes to be voted by the respective elector based upon the number of acres of land owned by such elector as set forth above. The identification envelope for return of the ballot was enclosed with the ballot, and shall contain (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the elector is the owner of record, or the authorized representative thereof, and is the person whose name appears on the identification envelope, (c) the printed name, signature and address of the elector, (d) the date of signing and place of execution of the declaration described above and (e) a notice that the envelope contains an official ballot and is to be opened only by the Board Clerk. Analysis and arguments with respect to the ballot proposition are hereby waived.
4. There is on file with the Board Clerk a Petition, Consent and Waiver executed by each qualified elector of the CFD requesting a shortening of the time for the special election in order to expedite the process of formation of the CFD and waiving any requirement for analysis and arguments in connection therewith.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 15th day of January 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

**OFFICIAL BALLOT
SPECIAL LANDOWNER TAX ELECTION**

**Cosumnes Community Service District
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 25**

This ballot is for the special landowner annexation election. You must return this annexation ballot in the enclosed postage paid envelope to the office of the Clerk of the Board of the Cosumnes Community Service District no later than 4:30 p.m. on January 15, 2020, either by mail or in person. The Cosumnes Community Service District office is located at 9355 E Stockton Blvd., Suite 185, Elk Grove, CA 95624.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, please return it to the Cosumnes Community Service District to obtain another.

BALLOT MEASURE: Shall the
Cosumnes Community Services District,
by and for its Community Facilities District
No. 1 (Elk Grove Fire Protection) (the
"CFD"), be authorized to levy special taxes
within the territory annexed to said CFD
pursuant to and as described in Resolution
No. 2019-90 of the Cosumnes Community
Services District adopted by its Board on
December 4, 2019?

YES: _____
NO: _____

By execution in the space provided below, you 1) declare under penalty of perjury that you are the owner of record or the authorized representative of the landowner entitled to vote this ballot; and 2) confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: _____
Property Owner: _____
Attention: _____

By: _____

Title: _____

Attachment 3

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES
COMMUNITY SERVICES DISTRICT DECLARING RESULTS OF SPECIAL TAX
ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND
DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 25**

RESOLVED by the Board of Directors ("Board") of the Cosumnes Community Services District (the "District"), County of Sacramento, State of California, that:

WHEREAS, in proceedings heretofore conducted by the Board pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Board has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory to be annexed to Community Facilities District No. 1 (the "CFD"); and

WHEREAS, all requirements, including but not limited to any time limit, pertaining to the conduct of the special election have been waived by unanimous consent of the qualified electors of the CFD as authorized by the Act, which executed Landowner Petition, Waiver and Consent from each qualified elector is on file with the Board Clerk, and with the concurrence of the Board Clerk as the designated election official conducting the election; and

WHEREAS, as authorized by the unanimous waiver of special election requirements by all qualified electors pursuant to the Act (California Government Code section 53326(a)), the special election is by ballot mailed with the Notice of Public Hearing to all the property owners within the CFD by the Board Clerk on January 15, 2020, to be tabulated by the Board Clerk at 4:30 p.m. or as soon thereafter at the close of the public hearing on January 15, 2020; and

WHEREAS, the Board Clerk has certified that a ballot in the form set forth in Exhibit A hereto has caused to be delivered to each of qualified electors in the CFD, that each ballot indicated the number of votes to be voted by the respective landowner to which it pertains, that each ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot, and that the envelopes to return the ballot were enclosed with the ballot, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration

pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot; and

WHEREAS, the Board Clerk accepted the ballots of the qualified electors in her office upon and prior to 4:30 p.m. on January 15, 2020, or as soon thereafter as the matter could be heard, which is the special election date, whether said ballots be personally delivered or received by mail. The Board Clerk also made available ballots to be marked at her office on the election day by said qualified electors; and

WHEREAS, the Board Clerk has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Board has reviewed that canvass and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Recitals. The foregoing recitals are all true and correct.

Section 2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD pursuant to the Resolution of Annexation.

Section 3. Canvass and Issues Approved. The Board hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.

Section 4. Proceedings Approved. Pursuant to the voter approval, the territory to be annexed to the CFD is hereby declared to be fully annexed with the authority to levy the special taxes in accordance with the approved Rate and Method of Apportionment as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this Board with respect to the CFD were valid and in conformity with the Act

Section 5. Amended Notice of Tax Lien. The Board Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Sacramento an Amended Notice of Special Tax Lien in the form required by the Act, such recording to occur no later than 15 days following adoption by the Board of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District at a regular meeting of said Board held on the 15th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Cosumnes CSD Board of Directors

ATTEST:

Clerk of the Board

EXHIBIT A

**OFFICIAL BALLOT
SPECIAL LANDOWNER TAX ELECTION**

**Cosumnes Community Service District
Community Facilities District No. 1 (Elk Grove Fire Protection)
Annexation No. 25**

This ballot is for the special landowner annexation election. You must return this annexation ballot in the enclosed postage paid envelope to the office of the Clerk of the Board of the Cosumnes Community Service District no later than 4:30 p.m. on January 15, 2020, either by mail or in person. The Cosumnes Community Service District office is located at 9355 E Stockton Blvd., Suite 185, Elk Grove, CA 95624.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, please return it to the Cosumnes Community Service District to obtain another.

BALLOT MEASURE: Shall the YES: _____
Cosumnes Community Services District,
by and for its Community Facilities District
No. 1 (Elk Grove Fire Protection) (the NO: _____
"CFD"), be authorized to levy special taxes
within the territory annexed to said CFD
pursuant to and as described in Resolution
No. 2019-90 of the Cosumnes Community
Services District adopted by its Board on
December 4, 2019?

By execution in the space provided below, you 1) declare under penalty of perjury that you are the owner of record or the authorized representative of the landowner entitled to vote this ballot; and 2) confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: _____
Property Owner: _____
Attention: _____

By: _____

Title: _____

EXHIBIT B

CANVASS AND STATEMENT OF RESULT OF ELECTION

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 25**

I hereby certify that on this date, I canvassed the returns of the election held on this date, in Community Facilities District No. 1 (Elk Grove Fire Protection) Annexation No. 25 of the Cosumnes Community Services District which election is designated as the Special Tax Election, and the total number of ballots cast and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Ballots	Landowner Votes	YES	NO
	Ballots	Cast	Cast	
Cosumnes Community Services District Community Facilities District No. 1 Annexation No. 25 Special Tax Election January 15, 2020	<u> 1 </u>	<u> </u>	<u> </u>	<u> </u>

BALLOT MEASURE: Shall the Cosumnes Community Services District, by and for its Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD"), be authorized to levy special taxes within the territory annexed to said CFD pursuant to and as described in Resolution No. 2019-90 of the Cosumnes Community Services District adopted by its Board on December 4, 2019?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 15th day of January, 2020.

COSUMNES COMMUNITY SERVICES DISTRICT

By: _____
Clerk of the Board

Attachment 4

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Mike McLaughlin, Fire Chief
Cosumnes Fire Department
Cosumnes Community Services District
10573 E. Stockton, Blvd.
Elk Grove, CA 95624

**AMENDED
NOTICE OF SPECIAL TAX LIEN**

**COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 1
(Elk Grove Fire Protection)
Annexation No. 25**

Pursuant to the requirements 3117.5 of the California Streets and Highways Code and the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"), the undersigned Clerk of the Board of the Cosumnes Community Services District, County of Sacramento, State of California, hereby gives notice (the "Notice") of the foregoing and that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Cosumnes Community Services District, County of Sacramento, State of California. The special tax secured by this lien is authorized to be levied for the purpose of providing the facilities and services, including incidental expenses, in and according to the rate and method of apportionment set forth in the certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on July 11, 2012 as Instrument No. in Book 20120611, Page 0777, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 1 (Elk Grove Fire Protection) of the Cosumnes Community Services District ("CFD") the lands set forth in that certain "Annexation Map No. 25 to Community Facilities District No. 1 of the Cosumnes Community Services District, County of Sacramento, State of California," heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on December 12, 2019 at Book 129 of the Maps of Assessment and Community Facilities Districts at Page 35.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are affected by this Amended Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Cosumnes Community Services District are as set forth in Exhibit A attached hereto and hereby made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact Chief Mike McLaughlin, Cosumnes Fire Department, Cosumnes Community Services District, 10573 E. Stockton, Blvd., Elk Grove, CA 95624, telephone (916) 405-7101.

Dated: _____, 2020

By: _____
Clerk of the Board
Cosumnes Community Services District

EXHIBIT A

DESCRIPTION OF LANDOWNER'S PROPERTIES

COSUMNES COMMUNITY SERVICES DISTRICT

Community Facilities District No. 1

(Elk Grove Fire Protection)

Annexation No. 25

Assessor's Parcel Number	Acres	Property Owner
148-1140-001-0000	20.00	HUERTA ARMANDO BARBARA

Attachment 5

**NOTICE OF PUBLIC HEARING
ON THE RESOLUTION DECLARING INTENTION TO ANNEX TERRITORY
COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
(ELK GROVE FIRE PROTECTION)**

NOTICE IS HEREBY GIVEN that pursuant to California Government Code Section 53322, the Board will hold a public hearing at 6:30 p.m. on Wednesday January 15, 2020, at the meeting place of the Board, 9950 Elk Grove Florin Road, Elk Grove, California, to consider:

- A. A summary of the text of Resolution 2019-90 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1 AND TO AUTHORIZE THE LEVY OF THE SPECIAL TAX THEREIN is as follows:

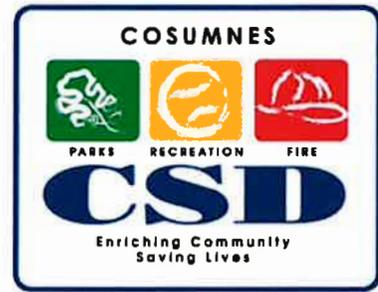
The Board has conducted proceedings to establish Community Facilities District No. 1 (Elk Grove Fire Protection) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code and The Board hereby finds and determines that public convenience and necessity require that territory be added to the CFD. The name of the existing CFD is "Cosumnes Community Services District Community Facilities District No. 1 (Elk Grove Fire Protection)." The territory included in the existing CFD is set forth in the map of the CFD recorded in the office of the County Recorder of the County of Sacramento in Book 116 at Page 1580 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on Annexation Map No. 25 to the CFD, on file with the Clerk of the Board ("Board Clerk"). The services and facilities to be financed by the CFD (the "Services and Facilities") and pursuant to the Act are described in Exhibit A of Resolution No. 2012-25 of the District, adopted on June 6, 2012 (the "Resolution of Formation") which is incorporated herein by reference. The Resolution, Description of Facilities, Rate and Method of Apportionment of Special Tax and the proposed boundaries of the Community Facilities District No. 1 Annexation No. 25 are on file with Chief Mike McLaughlin, Cosumnes Fire Department, Cosumnes Community, 10573 E. Stockton, Blvd., Elk Grove, California, and are available for review there during business hours by any interested persons.

On Wednesday, January 15, 2020, at the meeting place of the Board, 8820 Elk Grove Blvd., Elk Grove, California, this Board, as legislative body for the CFD, will conduct a public hearing on the annexation of the territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require the annexation of the Property to the CFD and the levy of the Special Tax thereon.

At the public hearing, the testimony of all interested persons or taxpayers for or against the proposed annexation will be heard. If owners of one-half or more of the area of land in the existing CFD and not exempt from the Special Tax, or if the owners of one-half or more of the area of land in the territory proposed to be annexed and not exempt from the Special Tax, file written protests against the proposed annexation, and protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings to annex the same territory shall be undertaken for a period of one year from the date of the decision of the District Board on the issues discussed at the hearing.

STAFF REPORT

DATE: January 15, 2020
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Jeremy Edwards, Finance Manager
SUBJECT: FISCAL YEAR 2020 MID-YEAR BUDGET UPDATE



RECOMMENDATION

It is respectfully recommended that the Board of Directors;

1. Considers the staff's report on revenues and expenditures for fiscal year 2018/19 and projected revenues and expenditures for fiscal year 2019/20; and
2. Accepts staff's proposed midterm budget adjustments to the fiscal year 2019/20 budget as outlined in this report and included as add packages in Attachment 1 of this report.

BACKGROUND

On August 21, 2019, the District Board of Directors adopted a balanced annual budget for fiscal year 2019-20. The District's budget policy provides that, at the end of the prior fiscal year, the District staff will report to the Board on the status of revenues and expenses along with any recommendations for adjustments to the 2019-20 budget. The intent of any budget is to plan for the period covered and, if possible, to address future economic contingencies beyond the current budget period. The expectation is that midterm budget adjustments will address changing conditions unknown at the time of the budget adoption and adjust for anticipated economic trends.

The annual budget adopted by the District Board on August 21, 2019 was based on the balanced approach used since the economic downturn. This approach includes the following:

- Continue efficiencies already in place and look for any additional efficiencies
- Re-evaluate programs and determine if there are any adjustments that can be made to absorb costs
- Implement departmental reorganizations to respond efficiently and effectively to the increased workloads without increasing costs

On December 4, 2019, staff presented a limited number of midterm adjustments to the District's adopted budget for the fiscal year ending June 30, 2020. The proposed midterm budget adjustments address changing conditions unknown at the time of the budget adoption (improved economic conditions and equipment replacement priorities) and future economic trends.

ANALYSIS

The analysis below addresses the operating funds for the fiscal year ended FY 2018/19 and for the current fiscal year 2019/20 including the General Fund and Landscaping and Lighting Funds.

Fiscal Year 2018-19

General Fund: Financial Highlights and Explanations through December 31, 2019

Revenues:

1. District revenues continue to move in a modest upward trend. Property tax revenues for FY 2018/19 exceeded projections by \$441,016. Increase in revenues were very closely matched with the amended budget. Staff is continuing efforts to explore resources to optimize revenues by working with the County and the City of Elk Grove to ensure that property taxes are received accordingly.
2. Intergovernmental Transfer (IGT) Revenues related to ambulances services added to the fund balance as of June 30, 2019 were \$1,974,798. The fund balance of the IGT account were reconciled to pay for the Emergency Medical Services (EMS) portion of the fire academy costs, pay for two ambulances purchased in 2018, and pay for the two ambulances in the current fiscal year. The net balance of the IGT Fund as of December 31, 2019 is \$1,733,525.
3. Recreation Service Charges in most categories exceed the approved amended budget for FY 2018/19 by \$110,982. Increase in FY 2018/19 is primarily attributable to Golf and Aquatics divisions. It is important to note that increase in revenues were offset by the increase in expenditures which are described in the Expenditure section below.
4. Other Revenues of \$8,332,823 million included in the total Board approved District appropriations of \$4,752,535 million is primarily related to the impact fees and other charges for services related to development. The District's current estimate is that these revenues will meet or exceed budget slightly. It is important to note that impact fee revenues are restricted revenues and can only be used to pay for the infrastructure and other eligible asset purchase or replacement.

Expenditures:

5. Total General Fund expenditures; including personnel, operations and maintenance, and capital outlay for FY 2018/19, the total General Fund expenditures were \$67,807,118, 23 percent below the approved budget. The variance in budget to actual is primarily due to the timing of the expenditures and the type of expenditures. The primary change was in capital outlay as the District is in construction phase of a major park (Oasis Park) and the expenditures will be recorded most likely in the current fiscal year.
6. Personnel Costs were adjusted during the FY 2018-19 primarily in the Fire Department due to the increase in the labor costs of the Local 522 and partially due to the Management Employee Organization (Fire Management) contract approval. Other costs increases were related to the overtime costs from the deployment of the Strike Team (offset by revenues from strike team) and other overtime costs related to station staffing (due to sick leave, and other paid time off). The total personnel costs were reported at \$55,085,515, a .01 percent below budget. For the current fiscal year, the personnel costs in the General Fund is slightly above the estimate of 50% as of December 31, 2019.

Table 1, Table 2, Table 3 below show a summary of FY 2018/19 General Fund revenues by revenue source and expenditures by department.

Table 1 - FY 2018/19 Fund Balance Analysis – All Funds Reported

Fund Balances	General	Landscaping and Lighting Special Revenue Fund	Non-Major Government Funds	Total Government
Nonspendable fund balance:				
Advances to other funds	26,786			26,786
Prepaid items	751,876			751,876
Subtotal	778,662			778,662
Restricted fund balance for:				
Park Development	17,695,393			17,695,393
Fire station and equipment	7,244,264			7,244,264
Specific purpose of the fund		38,741,949		38,741,949
Foundation activities of the fund			157,240	157,240
Subtotal	24,939,657	38,741,949	157,240	63,838,846
Assigned fund balance for:				
Emergency reserve	3,329,996			3,329,996
Youth facility development	98,520			98,520
Apparatus replacement	386,999			386,999
Laguna town hall capital	40,000			40,000
BMW complex capital reserve	66,550			66,550
EG recreation center capital improvement	31,000			31,000
Fox aquatic capital improvement	40,700			40,700
Fire capital facilities	7,528			7,528
Golf capital improvement	15,000			15,000
Pavillion deferred maintenance	30,000			30,000
Sport field light replacement plan	46,825			46,825
Oasis Park	2,831,358			2,831,358
IGT reserve	1,733,525			1,733,525
Singh & Kaur Park	97,864			97,864
Subtotal	5,425,869			5,425,869
Unrestricted /Budget Stabilization Fund *	16,991,485			16,991,485
Total Fund Balances	51,465,669	38,741,949	157,240	90,364,858

**The balance in this fund is used to offset the deficit in the General Fund during the months where cash outflows significantly outweigh the cash inflows. See note below Table 4 of the net cash deficit for the first half of Fiscal Year 2020.*

The net surplus from the Fiscal Year 2018/19 after accounting for all revenues and expenditures were at \$685,648. It is important to note that this surplus is a one-time money and should primarily be allocated to one-time resources. Staff has identified the add packages as part of the budget update for Board consideration from the surplus funds for the Fiscal Year 2018/19.

Table 2 - FY 2018/19 Revenue Analysis – General Fund

Revenue Source	Adopted Budget	District Approved Appropriations**	Year-To-Date Actual
Property Taxes	45,824,952	46,474,952	46,915,968
Ambulance Revenue	9,420,000	9,260,000	11,149,561
Recreation Service Charges	6,590,378	6,098,232	6,209,214
Plan Review Fees/CFD's/Permits	617,100	703,600	905,418
Interest Income	200,000	200,000	1,077,521
Building Rental Facilities/Cell Tower	1,137,623	1,147,894	1,197,879
Aid from County Funds	820,000	820,000	0
Galt RDA Funds	260,519	185,508	185,408
Strike Team Revenue	1	2,555,000	2,777,746
FEMA/Federal Aid	745,136	745,136	838,373
Fire Development Fees	0	0	2,362,279
Park Development Fees	0	0	2,390,256
Donations & Contributions	113,300	105,640	101,564
Other Revenues	9,641,298	11,961,762	7,739,535
Long Term Loan Proceeds	3,528,068	2,778,068	447,658
Encumbered Funds	42,500	42,500	4,000
Other Financing Sources	2,481,692	2,643,879	1,976,965
Subtotal	81,422,567	85,722,171	86,279,345

Table 3: FY 2018/19 Expenditures – General Fund

Department	Adopted Budget	District Approved Appropriations*	Year-To-Date Actual
Fire	52,556,040	55,087,206	52,500,376
Recreation	24,362,117	24,326,075	15,117,991
Administrative Services	12,683,002	13,919,889	13,756,489
Subtotal	89,601,159	93,333,170	81,374,856
Reserve Fund Balance Adjustment	21,044	3,424,230	3,890,582
Encumbrance Rollover		328,269	328,269
Total General Fund	89,622,203	97,085,669	85,593,707

***Note: District Approved Appropriations include the adopted budget, encumbrances and project carryover allocations from prior fiscal year approved by the District after budget adoption.*

Fiscal Year 2019/20

General Fund: Financial Highlights and Explanations through December 31, 2019

Revenues:

7. District revenues continue to move in a modest upward trend. Property tax revenues for FY 2019/20 are projected to exceed the revenue estimate by \$36,260 based on the increase in prior year actual receipts compared to amended budget. Staff is continuing efforts to explore resources to optimize revenues by working with the County and the City of Elk Grove to ensure that property taxes are received accordingly.
8. Ambulances Revenues are projected to increase due to the December 18, 2019 Board action to increase the user fees to cover a larger portion of the Ambulances operations costs and close the budget gap/deficit. The increase projected for FY 2019/20 is \$2,080,884. This amount has been added to the Ambulance Revenue category in Table 4 below for a total of \$13,124,000.

9. Recreation Service Charges are projected to meet or exceed the current budget. For FY 2018/19, total Recreation related revenues exceeded budget projections by \$110,982. For FY 2019/20, Recreation related revenues are projected to increase by \$13,788 based on the new adopted fees. The increases will help to cover the minimum wage increases and other program related costs.
10. Other Revenues of \$5,393,923 million included in the total Board approved District appropriations of \$1,233,346 million is primarily related to the impact fees and other charges for services related to development. The District's current estimate is that these revenues will meet or exceed budget slightly. It is important to note that impact fee revenues are restricted revenues and can only be used to pay for the infrastructure and other eligible asset purchase or replacement.

Expenditures:

11. Total General Fund expenditures; including personnel, operations and maintenance, and capital outlay, were reported at \$42,746,790 as of December 31, 2019.
12. Personnel Costs were adjusted during the FY 2019-20 primarily in the Fire Department due to the increase in the labor costs of the Local 522 and partially due to the Management Employee Organization (Fire Management) contract approval. Other costs increases were related to the overtime costs from the deployment of the Strike Team (offset by revenues from strike team) and other overtime costs related to station staffing (due to workers compensation, sick leave, and other paid time off). The Fire Department estimate of the net increase in Overtime Costs above the District approved budget for Fiscal Year 2019-20 is approximately \$1.5 million dollars. The total personnel costs were reported at \$28,610,857, 2 percent above budget.

Fiscal Year 2019/20

Landscaping and Lighting Fund: Financial Highlights and Explanations through December 31, 2019

13. Park Operations is projecting a net decrease of expenditures and revenues of \$117,172 in Fiscal Year 2019-2020. The decrease in expenditures and revenues is mainly due to the reduction in transfers from Benefit Zone 8 to Zone 17, and from Benefit Zone 16 to Benefit Zone 9. In October 2019, the District and the City of Elk Grove signed a new Memorandum of Understanding which allows for full cost recovery of administrative functions. As such, the transfer from Benefit Zone 8 to Zone 17 for administrative functions have been reduced. The restroom fixtures for Hill Park in Benefit Zone 9 were inspected and deemed not in need of repair at this time. The project will be revisited next fiscal year as part of a larger capital improvement project when the park undergoes a revitalization. As a result, expenditures in Benefit Zone 9 were reduced, and the corresponding transfer from Benefit Zone 16 was also reduced. In short, staff does not anticipate any budget adjustments based on the current level of service.

Table 4 - FY 2019/20 Revenue Analysis Through December 31, 2019

Revenue Source	Adopted Budget	District Proposed Revenue Budget*	Proposed Budget Adjustments	Year-To-Date Actual	%
Property Taxes ***	49,495,825	49,532,085	36,260	384,542	0.78%
Ambulance Revenue	11,043,877	13,124,761	2,080,884	5,368,652	40.90%
Recreation Service Charges	6,661,251	6,675,039	13,788	3,604,605	54.00%
Plan Review Fees/CFD's/Permits	820,000	1,047,000	227,000	400,476	38.25%
Interest Income	200,000	350,000	150,000	235,347	61.78%
Building Rental Facilities/Cell Tower	1,106,014	1,119,784	13,770	606,976	54.20%
Aid from County Funds	537,527	621,398	83,871	83,873	13.50%
Galt RDA Funds	125,000	125,000	0	0	0.00%
Strike Team Revenue	1	400,000	399,999	313,096	78.27%
FEMA/Federal Aid	640,000	640,000	0	190,974	29.84%
Donations & Contributions	83,800	85,891	2,091	60,381	70.30%
Other Revenues	10,362,994	10,689,570	326,576	4,476,088	41.87%
Long Term Loan Proceeds	3,575,468	4,329,344	753,876	1,517,400	35.05%
Encumbered Funds	293,569	328,269	34,700	0	0.00%
Reserves for General Fund	5,740,428	5,535,048	-205,380	0	0.00%
Other Financing Sources	3,032,506	2,956,011	-76,495	11,540	0.39%
Total General Fund	93,718,260	97,559,200	3,840,940	17,253,950	18.92%
Landscaping and Lighting Fund Revenues	22,919,018	22,739,524	-179,494	601,280	2.64%
Reserves for L&L Fund	2,109,929	2,172,251	62,322	0	0.00%
Total Landscaping and Lighting Funds	25,028,947	24,911,775	-117,172	601,280	2.41%
Total District-Wide Revenues ****	118,747,207	122,470,975	3,723,768	17,855,230	15.56%

*** The District receives 50% of the property taxes in January, 45% in May and 5% in August.

**** The Unrestricted/Budget Stabilization Fund Balance is used to offset the deficit in the Treasury during the months where cash outflows significantly outweigh the cash inflows.

Table 5: FY 2019/20 Expenditure Analysis Through December 31, 2019

Revenue Source	Adopted Budget	District Proposed Appropriations *	Proposed Budget Adjustments	Year-To-Date Actual	Year to Date %
Fire	58,878,698	61,342,043	2,463,345	31,517,858	51.38%
Recreation	28,463,074	28,538,572	75,498	10,596,039	37.13%
Administrative Services	6,376,488	6,686,569	310,081	3,043,970	45.62%
Total General Fund	93,718,260	96,567,184	2,848,924	45,157,867	46.77%
Landscaping and Lighting District	25,028,947	24,911,775	-117,172	6,876,992	27.61%
Total District-Wide	118,747,207	121,478,959	2,731,752	52,034,859	42.84%

Supplemental Budget Request (Add Packages)

The following budget adjustments are being proposed for Board approval in this staff report:

1. Add Package #1: Tyler Technologies Mobile Eyes Fire Inspection Software
2. Add Package #2: Civic Plus Website Production Site & Consultant
3. Add Package #3: Human Resources Assistant Reclassification
4. Add Package #4: Apprentice Program and Standby Pay
5. Add Package #5: Part-Time Position Consolidation

Landscaping and Lighting Fund (L&L)

The District L&L are funded through the user fees collected at various rates from multiple Benefit Zones. The rates levied in each Benefit Zone is based on the level of service, capital rehabilitation and replacement, assets and size of the maintenance area. The District L&L has been the cornerstone to ensure that the best level of park maintenance and open space services are provided to the citizens. The revenues received in the L&L area are recorded as Special Revenues which can be used for services as identified in the nexus report used to levy the user fees. Below is a summary of the budget adjustments being proposed in the L&L District.

FINANCIAL ANALYSIS

The information presented in this report provides the budget-to-actual results and budgetary projections for FY 2019-20. The FY 2018/19 ending available fund balance in the General Fund is estimated at \$0.7 million. The add packages attached as Attachment 1 of this report will impact the available fund balance by \$20,710 ongoing and \$25,109 as one-time expenditures.

COORDINATION AND REVIEW

This report has been coordinated and reviewed with the Chief Administrative Officer, Fire Chief, Chief of Planning, Design and Construction, District Counsel, General Manager and other senior District staff.

SUSTAINABILITY ANALYSIS

N/A

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Nitish Sharma
Chief Administrative Officer

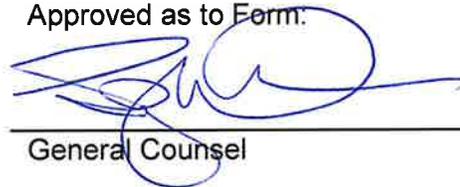
Attachment A

Staff Report recommendation authorized by:



General Manager

Approved as to Form:



General Counsel

Decision Package Form



FISCAL YEAR: FY19-20

DEPARTMENT: Fire Department

DIVISION: Fire Prevention

TITLE: BA – Tyler Technologies Mobile Eyes Fire Inspection Software

TYPE OF PACKAGE:

- ADD PACKAGE
- EFFICIENCY PACKAGE

FUNDING SOURCE:

- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER: Fire Prevention revenue

DISTRICT GOALS:

- SAFETY PERSONNEL ACCESS/EQUITY SERVICE
- FINANCIAL ACCOUNTABILITY/SUSTAINABILITY/TRANSPARENCY

FUNDING REQUESTED: \$\$32,179

NUMBER OF FTE REQUESTED: 0 FTE

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

Purchase of Tyler Technologies Mobile Eyes Fire Inspection Software to replace old proprietary version of Fire Inspection software that is no longer supported.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

Total implementation cost is \$32,179; \$15,409 for implementation professional services and \$16,770 for annual software license which will be an ongoing cost.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This package supports the District Mission and Values, and the Cosumnes Fire Department 2018-2021.

CREATED BY: John Ebner, Senior Management Analyst

REQUESTED BY: Mike McLaughlin, Fire Chief

Decision Package Form



FISCAL YEAR: FY19-20

DEPARTMENT: Administrative Department

DIVISION: ALL

TITLE: BA – Civic Plus Website Production Site & Consultant

TYPE OF PACKAGE:

- ADD PACKAGE
- EFFICIENCY PACKAGE

FUNDING SOURCE:

- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER:

DISTRICT GOALS:

- SAFETY PERSONNEL SERVICE ACCESS/EQUITY
- FINANCIAL ACCOUNTABILITY/SUSTAINABILITY/TRANSPARENCY

FUNDING REQUESTED: \$9,700

NUMBER OF FTE REQUESTED: 0 FTE

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

The purchase of a Production Site would allow the Website Committee to adjust the navigation of the site without the public seeing it until launch date. Knowing navigation is a priority and the desire to limit any public facing disruptions, the Website Committee is seeking approval for this purchase. The Website Committee is also requesting the approval of a hired Consultant from Civic Plus.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

Without the purchase of the Production Site, all reorganization, naming and flow of the website will be done live. The public would see the changes as they occurred, and it would limit the opportunity for the Website Committee to test the updated navigation. The Civic Plus consultant will review the website data and analytics. The Consultant will provide an unbiased recommendation to the Website Committee of how the site should be configured in a way that best reflects the needs of the community.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This supports the District Mission and Vision of becoming a regional leader and enhancing the quality of life.

CREATED BY: Carolyn Baptista, Senior Management Analyst

REQUESTED BY: Nitish Sharma, Chief Administrative Officer

Decision Package Form

FISCAL YEAR: FY19-20

DEPARTMENT: Administrative Department

DIVISION: ALL

TITLE: BA – Human Resources Administrative Assistant Reclassification



TYPE OF PACKAGE:

- ADD PACKAGE
- EFFICIENCY PACKAGE

FUNDING SOURCE:

- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER: Specify

DISTRICT GOALS:

- SAFETY PERSONNEL SERVICE ACCESS/EQUITY
- FINANCIAL ACCOUNTABILITY/SUSTAINABILITY/TRANSPARENCY

FUNDING REQUESTED: \$3,940

NUMBER OF FTE REQUESTED: 0 FTE

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

Reclassification of current "Administrative Assistant" position allocation to "Human Resources Specialist" position allocation. This reclassification will allow the incumbent to perform additional complex tasks and duties that are necessary to better serve the needs of the District wide human resources operation.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

The Administrative Department would like to convert one Administrative Assistant Position into a Human Resources Specialist position. This will allow the incumbent to perform a wider range of complex tasks and job duties, thereby creating additional capacity for Human Resource initiatives.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This supports the District Mission and Vision of becoming a regional leader and enhancing the quality of life.

CREATED BY: Joe Ambrosini, Human Resources Director

REQUESTED BY: Nitish Sharma, Chief Administrative Officer

Decision Package Form

FISCAL YEAR: FY19-20

DEPARTMENT: Parks & Recreation Department

DIVISION: ALL

TITLE: BA – Apprentice Program and Standby Pay



TYPE OF PACKAGE:

ADD PACKAGE

EFFICIENCY PACKAGE

GENERAL FUND: ONE-TIME

GENERAL FUND: ONGOING

OTHER: Special Revenue Fund Ongoing

FUNDING SOURCE:

DISTRICT GOALS:

SAFETY PERSONNEL SERVICE ACCESS/EQUITY

FINANCIAL ACCOUNTABILITY/SUSTAINABILITY/TRANSPARENCY

FUNDING REQUESTED: \$72,228

NUMBER OF FTE REQUESTED: 2 FTE

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE: The District entered into a Memorandum of Understanding (MOU) with the Teamsters Local #150, and #853 July 1, 2019. Section 7.6 of the agreement established a Park Maintenance Apprentice Program. This package activates the first round of the program, which runs two years. Two existing part-time staff will enter the program and will immediately be converted to Full-Time positions. The two part-time positions will be eliminated. The MOU also included language for pilot Standby Pay program. MOU negotiations were still underway during budget development, so the budget did not include costs for these two new programs.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

The park Maintenance Apprentice Program encompasses a two-year training program consisting of four (4) six-month periods. All training will be provided by the District. Upon successful completion of the Park Maintenance Apprentice Program, employees shall be granted permanent status at salary range 3 of the class of Park Maintenance Worker. Standby Pay was negotiated in order to compensate employees for being on standby status for after hour response.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This supports the District Mission and Vision of becoming a regional leader and enhancing the quality of life. This supports the Parks and Recreations Plan for Play Master Plan Goal 4: Ensuring a Sustainable Parks and Recreation System, and the Parks & Recreation 2019-2020 Strategic Goal Objective 4.8: Attract and retain the best staff through appropriate compensation, training, resource provisions, succession planning, and opportunities for individual development.

CREATED BY: Rachele Manges, Senior Management Analyst

REQUESTED BY: Steve Sims, Director of Park Neighborhood Services

Decision Package Form



FISCAL YEAR: FY19-20
DEPARTMENT: Parks & Recreation Department
DIVISION: ALL
TITLE: Part-Time Position Consolodation

TYPE OF PACKAGE:

- ADD PACKAGE
- EFFICIENCY PACKAGE

FUNDING SOURCE:

- GENERAL FUND: ONE-TIME
- GENERAL FUND: ONGOING
- OTHER: Special Revenue Fund

DISTRCT GOALS:

- SAFETY PERSONNEL FINANCIAL ACCOUNTABILITY/
- SERVICE ACCESS/EQUITY
- SUSTAINABILITY/TRANSPARENCY

FUNDING REQUESTED:

1. Administrative Assistant: \$24,482 Fiscal Year 2019/20 Cost; \$48,964 Annual Total Cost
2. Recreation Supervisor: \$6,048 (Additional Cost of Reclassification from Coordinator)
3. Part-Time Extra Help: -\$27,350 Fiscal Year 2019/20; -\$55,060 Fiscal Year 2020/21

NUMBER OF FTE REQUESTED: 1 New FTE – 1 Positon Reclassification

BRIEF DESCRIPTION OF THE PROPOSED PACKAGE:

This Parks and Recreation add package re quest:

1. Administrative Assistant: One new full time position in the Aquatics Division
2. Recreation Supervisor: Reclassification of the Recreation Coordinator positon currently vacant to Recreation Supervisor in the Therapeutic Recreation
3. Part-Time Extra Help: Reduction in part-time extra-help budget to offset the costs related to the new Administration Assistant position and reclassification of the Recreation Coordinator to a Recreation Supervisor position.

BRIEF DESCRIPTION OF EXPECTED RESULTS AND OUTCOMES:

The District currently provides a variety of adaptive recreation programs to individuals with disabilities. In order to continue to offer programs labeled as adaptive or therapeutic recreation, a need for a Certified Recreation Therapist position has been determined to fully support the goals and vision of the program. This certified staff will give the District 'title' protection when offering these programs. This supervisor position will also have oversight of staff streamlining the reporting structure. In addition, a new Administrative Assistant in Aquatics will perform such duties but not limited too: scheduling the over 175 employees in the Aquatics division, tracking certifications, assisting in the hiring/rehiring process of the Aquatics employees, various adminstraive tasks as it relates to the budget, and record retentions, as well as serve in various front office registration facets.

HOW DOES THE PACKAGE SUPPORT THE DISTRICT MISSION AND VISION?

This supports the District's Mission and Vision by providing inclusive recreation programs to all individuals, enhanced customer service, and workforce development.

CREATED BY: Anne Poggio, Senior Management Analyst

REQUESTED BY: Mike Dopson, Director of Park and Recreation Services

STAFF REPORT



DATE: January 15, 2020
TO: Board of Directors
FROM: Joshua Green, General Manager
BY: Carolyn Baptista, Sr. Management Analyst
SUBJECT: DISTRICT STRATEGIC PLAN

RECOMMENDATION

The Board of Directors provides direction to the General Manager to:

1. Schedule a second Board Strategic Planning Workshop with BHI Management Consulting, prior to the creation of a Plan Development for the District's Strategic Plan; or
2. Request BHI Management Consulting to create the Plan Development for the District's Strategic Plan for Board approval.

BACKGROUND/ANALYSIS

The Board of Directors of the Cosumnes Community Services District ("District") may conduct a Strategic Planning Workshop to formulate a vision for the agency. A Strategic Planning Workshop helps the Board decide the future course of the District, create a plan for implementation and identify key elements on how to carryout the plan.

The District entered into an agreement with Brent H. Ives of BHI Management Consultant ("BHI") on June 3, 2019 for the services of assisting the District with the development of a District Strategic Plan. These services are segmented into four stages:

1. Reconnaissance (complete)
2. Board Workshop (complete)
3. Plan Development
4. Board Approval

BHI conducted input interviews with each Board member and select District staff, as well as, obtaining additional information from the Board via an online survey. This information (Stage One) allowed BHI to conduct a half-day Board Strategic Planning Workshop at the November 13, 2019 Special Board Meeting (Stage Two).

The November 13th Strategic Planning Workshop involved the Board of Directors and senior District staff for the purpose of reviewing the current mission and vision statements and set goals and priorities for the upcoming fiscal years. During the workshop, the Board discussed Board roles, the District mission and vision, and the Board's values and priorities for the District. The Board of Directors considered several issues during the process of evaluating goals, priorities, and programs for the upcoming years' work program; including financial constraints, workforce development, urgency, community demands, available staffing resources, and most importantly, the future of the District and its core mission.

The Board determined the following core values for the District for the upcoming fiscal year (listed in priority order):

1. Safety
2. Financial Stability / Sustainability / Transparency
3. Workforce Value
4. Services to the Community
5. Access / Equity / Inclusion

BHI submitted to the General Manager a report (**Attachment A**) from the Board Workshop which outlines the progress of services performed and proposed next steps which include the possibility of updating the mission statement and scheduling a second Board Workshop.

Next Steps

BHI's Third Stage, Plan Development, is the process of creating a written plan to address the vision and values of the Board. The Board will have the opportunity to review the plan prior to finalization and implementation (Stage Four).

Staff is requesting the Board review the report submitted by BHI (**Attachment A**) and direct the General Manager to perform one of the recommendations listed below:

1. Schedule a second Board Strategic Planning Workshop with BHI Management Consulting, prior to the creation of a Plan Development for the District's Strategic Plan;

or
2. Request BHI Management Consulting to create the Plan Development for the District's Strategic Plan for Board approval.

FINANCIAL ANALYSIS

To date, the District has expensed \$18,690.20 for services performed by BHI within the District Strategic Plan agreement. The current contract with BHI is set at an amount not to exceed \$30,000.

SUSTAINABILITY ANALYSIS

There is no impact to the District's sustainability practices as a result of this report.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully submitted,



Joshua Green
General Manager

Attachment A – BHI Management Consulting Board Workshop Report
(Please click on "Attachment" to view file)

City of
SACRAMENTO
Fire Department

GARY E. LOESCH
Fire Chief

5770 Freeport Blvd., Suite 200
Sacramento, CA 95822-3516

Ph: (916) 808-1300
Fax: (916) 808-1629
www.sacfire.org

December 11, 2019

Dan Quiggle
Via email at: danquiggle@csdfire.com

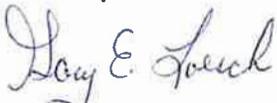

Dear Mr. Quiggle:

I wanted to personally thank you for all you did to help with the memorial services for Firefighter Tami Thacher. As you know, the event was a spectacular tribute and a fitting send-off for our beloved sister. 900+ attendees from across the west coast were touched and impressed by what we were able to pull together in a matter of days, with limited staff and resources and a tight deadline.

This vision could not have been made real without you. I directly witnessed your hard work, dedication and can-do attitude in action. I am humbled and grateful for your efforts. A copy of this letter is being shared with your supervisor for inclusion in your personnel file.

Please do not hesitate to reach out if there is anything I or my office can do for you. I am deeply indebted to you for your diligence. Happy holidays to you and your family.

Sincerely,



Gary Loesch, Fire Chief

cc: Personnel file

City of
SACRAMENTO
Fire Department

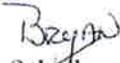
GARY E. LOESCH
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5770 Freeport Blvd., Suite 200
Sacramento, CA 95822-3516

Ph: (916) 808-1300
Fax: (916) 808-1629
www.sacfire.org

December 11, 2019

Bryan Schell
Via email at: bryanschell@csdfire.com

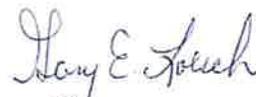

Dear Mr. Schell:

I wanted to personally thank you for all you did to help with the memorial services for Firefighter Tami Thacher. As you know, the event was a spectacular tribute and a fitting send-off for our beloved sister. 900+ attendees from across the west coast were touched and impressed by what we were able to pull together in a matter of days, with limited staff and resources and a tight deadline.

This vision could not have been made real without you. I directly witnessed your hard work, dedication and can-do attitude in action. I am humbled and grateful for your efforts. A copy of this letter is being shared with your supervisor for inclusion in your personnel file.

Please do not hesitate to reach out if there is anything I or my office can do for you. I am deeply indebted to you for your diligence. Happy holidays to you and your family.

Sincerely,


Gary Loesch, Fire Chief

cc: Personnel file



CALIFORNIA FIREFIGHTER
JOINT APPRENTICESHIP COMMITTEE

Program Sponsors

Mike Richwine
State Fire Marshal

November 22, 2018

Brian K. Rice
President
California
Professional
Firefighters

Michael McLaughlin, Fire Chief
Cosumnes Fire Department
10573 E. Stockton Blvd.
Elk Grove, CA 95624

Dan Terry
Chair

Dear Chief McLaughlin,

Yvonne de la Peña
Executive Director

Thank you for your department's participation in the Cal-JAC's 2019 Fall Firefighter Career Expo held at our FCTC facility in Sacramento. Your participation helped make this event a success and was much appreciated by Cal-JAC and the candidates in attendance.

Taral Brideau
Education and
Training Director

Deborah Jackson-Lee
Operations Director

We would also like to thank you for your department's willingness to provide an apparatus at the expo. It was a great opportunity for the candidates to see an array of rigs up close and speak one-on-one with both your department recruiters and those staffing the apparatus. The expo attracted a significant number of viable, diverse candidates and your department personnel did an incredible job of interacting with them, answering their questions and guiding them through the process of what it takes to be a professional firefighter.

Irene Chu, CPA
Finance Director

Mitch De Anda, Esq.
Program Director
Firefighter Candidate
Testing Center

As a labor and management partnership, the Cal-JAC is very proud of the support and participation we receive from our state, county, and municipal fire departments and our local unions. It is because of your commitment to the California fire service that our state continues to be recognized as a model for the entire nation.

Sincerely,



Yvonne de la Peña
Executive Director

1780 Creekside Oaks
Sacramento, CA 95833

Phone:
(916) 648-1717

Fax:
(916) 922-0972

Email:
CALJAC@cpf.org

www.CALJAC.org
www.FCTCOnline.org

c: Ty Bailey, President, Sacramento Area Fire Fighters #522

TTPals

Dec. 13, 2019

Watching free time was such a joy! I love all the options open to the kids and to see their creativity. The wrapping station is brilliant, and I am going to make one for my kids at home!

The kids rotate, share and play together so well! This is such a wonderful atmosphere for learning.

Carpet time is wonderful! I love what the kids review and the songs they sing. What fun to rotate to be the helper.

Ms. Robbie and Ms. Nicole,

Thank you for being such patient and caring teachers. You balance so much during the day and take the time to see and help each child with their needs. You are truly wonderful and as a parent, I appreciate you!

Thank You!
Sichia Water

INFORMATION REPORT

DATE: January 15, 2020
TO: Board of Directors
FROM: Elenice Gomez, Clerk of the Board
SUBJECT: DISTRICT PROGRAMS – JANUARY/FEBRUARY 2020



District staff invites you to visit the upcoming programs and events:

Activity / Event	Date	Time	Location
Lunar New Year Celebrate the New Year , Elk Grove’s diversity, and learn ore about the many cultures that ake up our commutiny.	Jan. 31	6 – 9 pm	The Center at District 56
Princess Ball Parent and child (ages 7 and under) dance the night away at this special ball.	Feb. 1	5 –7 pm	Laguna Town Hall
Father Daughter Dance Moonlight Masquerade – Come together for a catered dinner, dancing and a keepsake for each child (ages 5 and above).	Feb. 7, 8 Feb. 9	6 – 9 pm 5 – 9 pm	Laguna Town Hall Laguna Town Hall
Elk Grove Community Band Concert Enjoy a free concert featuring the Elk Grove Community Band. This is a CSD supported event through the Community Support Program (\$3,000 in-kind contribution)	Feb. 10	7 pm	Laguna Town Hall

ADOPTION AND AMENDMENT OF POLICIES

Policy # **1000**
Original Effective Date: 04/05/1994
Revision Date: 02/20/2019; 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1000.1 The Cosumnes Community Services District (“District”) will develop and implement policies that are consistent with federal, state, and local laws and regulations.

PURPOSE AND SCOPE

1000.2 The District is committed to providing the best quality services to the public and its employees. Therefore, it is critical that all District services be provided in accordance with applicable laws, regulations, and District policies and procedures.

1000.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1000.4 Definitions:

a. Policy

1. A written statement that outlines guiding principles intended to influence decisions and actions.
2. Defines what and why something shall be done.
3. Reflects the rules governing the District and employee conduct.
4. Should be as simple and direct as possible.

b. Application / Procedure

1. Outlines a particular and specific way of doing things.
2. Defines how, who, and when something should be done.

1000.5 District policies will be categorized within the following areas:

- a. Board Policies – Policies that apply to the entire District and include areas that have a material impact on the ability of the District to govern and operate. Adopted by the District Board of Directors (“Board”) and implemented by the General Manager.
- b. District Policies and Procedures – Policies and procedures that apply to the entire District and include areas that impact the day-to-day operations of the District. Approved and implemented by the General Manager.
- c. Fire Department Policies and Procedures – Policies and procedures that apply to the

members of the Fire Department and include areas that are specific to the day-to-day operations of the Department. Approved and implemented by the Fire Chief or General Manager.

- d. Parks and Recreation Department Policies and Procedures – Policies and procedures that apply to the members of the Parks and Recreation Department and include areas that are specific to the day-to-day operations of the Department. Approved and implemented by the Parks and Recreation Administrator or General Manager.

1000.6 Consideration by the Board of Directors to adopt a new Board policy or to amend an existing Board policy may be initiated by any Director or the General Manager.

- a. The proposed adoption or amendment shall be initiated by a Director or the General Manager by submitting a written draft of the proposed new or amended Board policy to the Board President and the General Manager, which may be submitted in person or by any communication method approved by the District, and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors.
- b. Any member of the Board may place an item on a future agenda by making a formal request to the General Manager at a meeting of the Board.
- c. The General Manager will place Board items on a future Board agenda to the extent that staff time and research on the proposed item is mutually decided upon between staff and the Board.

1000.7 Adoption of a new Board policy or amendment of an existing Board policy shall be accomplished at a regular meeting of the Board of Directors in accordance with the District's state statutes regarding the constitution of a majority vote.

- a. The General Manager is authorized to issue interim Board policy or amendments by General Order when a Board policy must be established in a time period too short to permit completion of the process delineated in this policy. Interim Board policy may remain in force up to twelve months from the date of issuance or until a final Board policy has been approved and disseminated, whichever is sooner.

1000.8 Copies of the proposed new or amended Board policy(ies) shall be included in the agenda-information packet for any meeting in which they are scheduled for consideration (listed on the agenda). A copy of the proposed new or amended policy(ies) shall be made available to each Director for review at least 72 hours, per the Brown Act, prior to any meeting at which the policy(ies) are to be considered.

1000.9 The management and organization of all Policies and Procedures will be at the discretion of the General Manager.

1000.10 The delivery and dissemination of Board Policies must be in a manner where it is accessible to all affected staff. If updates and revisions are required, staff must be notified of the changes and where to find the updated version. The General Manager and Clerk of the Board are responsible for the dissemination of new and revised Board Policies.

- 1000.11 District, Fire, and Parks and Recreation Policies and Procedures should be developed, approved, and implemented in accordance with their Policies.
- 1000.12 In the event of any inconsistency or conflict between policy and a Memorandum of Understanding (“MOU”), the terms and provisions of the MOU shall supersede the policy for the employees governed by the applicable MOU.
- 1000.13 If any policy pertains to a mandatory subject of bargaining under applicable law or legal obligation under Meyer Milias Brown Act (“MMBA”), any meet and confer obligations will be satisfied.

REFERENCES

None

BASIS OF AUTHORITY

Policy # **1005**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1005.1 The Cosumnes Community Services District (“District”) Board of Directors (“Board”) shall comply with and be guided by applicable state laws and regulations, including the enabling act of the District and applicable federal laws and regulations.

PURPOSE AND SCOPE

1005.2 Individual Board of Directors can be held personally liable for damages arising from any actions taken by that Director than can be construed to be outside the course and scope of their duties, responsibilities, and authority as a Director.

The Board recognizes the Board is the legislative body and unit of authority within the District. This policy sets forth the basis of authority for the Board and its members.

1005.3 This policy applies to all District elected officials.

APPLICATION / PROCEDURE

1005.4 Definitions:
a. None

1005.5 The Board of Directors is the legislative body and unit of authority within the District. Power is centralized in the elected Board collectively and not in an individual Board Director. Apart from their normal function as a part of this unit, Board Directors have no individual authority. As individuals, Board Directors may not commit the District to any policy, act, or expenditure.

1005.6 Board Directors do not represent any fractional segment of the community but are, rather, a part of the body that represents and acts for the community as a whole. Routine matters concerning the operational aspects of the District are delegated to District staff members.

REFERENCES

1005.7 California Community Services District Law
Government Code Section 61000, et sec.

ORGANIZATIONAL MISSION, VISION, AND VALUES

Policy # **1010**
Original Effective Date: 04/05/1994
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1010.1 The Cosumnes Community Services District (“District”) Board of Directors (“Board”) shall provide a clear, meaningful vision, mission, and values for the organization to motivate employees and give them a common sense of purpose.

PURPOSE AND SCOPE

1010.2 To guide District employees, as well as partners, contractors, and subcontractors in their daily activities and provide them with a sense of direction, purpose, and achievement for the long term; to plainly state District values and motivate employees to reach higher and farther. Vision, mission, and values are key components of leadership: leadership is the ability to articulate a vision, embrace the values of that vision, and nurture an environment where everyone can reach the District’s goals and satisfy their personal need for growth.

1010.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1010.4 Definitions:
a. None

1010.5 The Board is responsible for developing and adopting the District vision, mission, and values statements.

1010.6 The Department Head is responsible for developing the individual Department vision and mission statements to be adopted by the Board of Directors.

REFERENCES

1010.7 Cosumnes Community Services District Vision -
A regional leader dedicated to providing superior fire, emergency medical and parks and recreation services that enrich community and save lives.

1010.8 Cosumnes Community Services District Mission -
To enhance the quality of life for those residing in, doing business in and visiting the community. The CSD strives to provide balanced services to all areas of the community and save lives.

COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

Policy # **1015**
Original Effective Date: 05/03/2017
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1015.1 The Cosumnes Community Services District (“District”) is committed to ensuring that diversity, inclusiveness, and equity are integral parts of our day-to-day management, work, and service delivery.

PURPOSE AND SCOPE

1015.2 The Board of Directors (“Board”) values and respects the diversity of its employees, volunteers and customers. This includes equal opportunity to hiring and promotion opportunities, the right to non-discrimination, and the right to non-harassment based on race, religion, national origin, disability, age (over 40), gender, pregnancy (including childbirth and related medical conditions), marital status, gender identity, medical condition, genetic information, military or veteran status, sexual orientation, or any other protected characteristics under applicable law.

1015.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1015.4 **Definitions:**

- a. **Diversity:** refers to having a range of people across gender identities, racial backgrounds, geographic locations, socioeconomic backgrounds, ages, ability, sexual orientation, and other characteristics represented and participating in a space, event, or community.
- b. **Equity:** is another word for fairness. Equity is an approach that recognizes that the magnitude of systemic barriers posed to a particular person will vary based on their gender identity, race, geographic location, class, age, ability, sexual orientation and other factors.
- c. **Inclusion:** takes diversity one step further. When we talk about diversity, we are talking about having a wide range of voices and perspectives present and participating.

1015.5 CSD will strive to hire the best possible employees for each position, without discrimination. All customers shall have the same opportunities to apply for or access available services. This includes equal opportunity to hiring and promotion opportunities, the right to

nondiscrimination, and the right to non-harassment based on race, religion, national origin, disability, age (over 40), gender pregnancy, (including childbirth and related medical conditions), marital status, gender identity, medical condition, genetic information, military or veteran status, sexual orientation, or any other protected characteristic under applicable law. Further, every effort will be made to provide high quality, culturally sensitive services to all customers.

1015.6 The Community of Elk Grove come from a wide range of backgrounds, including gender, age, ethnic and cultural backgrounds, religious beliefs, sexual orientation, family responsibilities, socio-economic status, and life and work experience. These are some of the things that make Elk Grove such a great place to live and work, and the District greatly values that diversity. To ensure the best hiring practices and to attract and retain a qualified workforce, we will strive to develop recruitment strategies and outreach efforts that maximize the applicant pool for all District positions.

1015.7 District staff will develop and maintain a District Equity Statement, which will be reviewed and adopted by the Board.

REFERENCES

1015.8 District Equity Statement

At Cosumnes CSD, we will:

- Ensure equity and inclusion in recruitments and hiring processes.
- Promote a climate that is welcoming and conducive to the success of all employees through respect, inclusion, equity, and cultural awareness.
- Develop and support policies and procedures that promote diversity, equity, and inclusion.
- Provide equitable access to District services, events, and activities that further develop diversity and inclusion in our community.

PROHIBITED CONDUCT

Policy # **1100**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1100.1 Cosumnes Community Services District (“District”) personnel are expected to uphold the highest standards of ethical conduct and should always avoid even the appearance of impropriety.

PURPOSE AND SCOPE

1100.2 District personnel are in positions of authority in decision making and spending of public funds. In recognition of this responsibility this policy further clarifies prohibited conduct.

1100.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, and suppliers.

APPLICATION / PROCEDURE

1100.4 Definitions
a. None

1100.5 The following conduct is expressly prohibited:

- a. District personnel shall not use their employment in any way to obtain financial gain or avoid financial detriment for the employee, their household or family members or for any business, not-for-profit organization, or other separate legal entity, which the employee or a member of the employee’s household or family is associated.
- b. District personnel shall not award business to a member of their household or family regardless of the mechanism used to provide that business. This prohibition includes the use of limited purchase orders or procurement cards to provide business to a household or family member.
- c. District personnel shall not take any official action, the effect of which would be to the employee’s private financial gain or loss, without first notifying their Department Head and immediate supervisor in writing of the actual or potential conflict of interest and obtaining approval prior to taking such action. Nor shall an employee allow the purchase by the District of any goods and services from a business with which the employee is associated, except when the purchase is expressly authorized by Board action.

- d. District personnel shall not solicit private business from fellow District personnel or from citizens while on duty and/or in uniform or otherwise readily identifiable as a District personnel, such as while in a District vehicle.
- e. District personnel shall not use information received because of District employment for private gain or to avoid financial detriment if the information is confidential or not readily available to the public. Information that is public may not be readily available to the public if a special request is required to obtain the information or, special knowledge, such as that acquired as a District personnel, is needed to take advantage of the information.
- f. No employee may solicit or receive any gift in anticipation of official action to be taken by the employee in the course of employment.
- g. Receipt of gifts by District personnel is restricted by state law and District policy. See Policy 3220 Awards, Gifts, Prizes, and Promotional Items.
- h. No employee may directly supervise an employee who is a member of their household, an immediate family member, or an employee with whom they are romantically involved. It shall be the responsibility of the supervisor or manager to promptly disclose, in writing, the existence of the relationship to their Department Head in order to resolve the conflict.

REFERENCES

1100.6 District Policy, Awards, Gifts, Prizes, and Promotional Items (3220)

PROHIBITION AGAINST WORKPLACE HARASSMENT, DISCRIMINATION, AND RETALIATION

Policy # **1105**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1105.1 Cosumnes Community Services District (“District”) prohibits workplace harassment, illegal discrimination, and retaliation in employment.

PURPOSE AND SCOPE

1105.2 The District is committed to equal employment opportunity and a work environment free of discrimination and harassment, including sexual harassment.

1105.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, and contractors (“worker”). Additionally, the District will not tolerate harassment of its workers by others with whom the District has a business service, or professional relationship (including members of the public and other persons who participate in District programs and services).

APPLICATION / PROCEDURE

1105.4 Definitions:

a. Discrimination: the definition includes the following, but is not limited to:

1. Unequal treatment of District personnel or applicant in any aspect of employment, including discrimination based solely or in part on the employee’s or applicant’s protected category. Protected categories include:
 - i. Race
 - ii. Color
 - iii. Religion (Religious Creed)
 - iv. National Origin
 - v. Citizenship
 - vi. Ancestry
 - vii. Age (40 and above)
 - viii. Sex (Including pregnancy, childbirth, breastfeeding and/or related medical conditions)
 - ix. Disability (Physical and/or Mental)
 - x. Marital Status
 - xi. Domestic Violence Victim Status
 - xii. Medical Condition (Cancer/genetic characteristics)
 - xiii. Gender, Gender Identity, and Gender Expression
 - xiv. Military Status and Veteran Status

- xv. Genetic Information
- xvi. Sexual Orientation
- xvii. Political Affiliation
- xviii. Any other status protected by state or federal law

2. Hostile behavior towards applicants or employees because of their protected category.
3. Basing an employment decision affecting a job applicant or employee (e.g., decision to hire, promote, transfer, terminate, etc.) on one's protected status; (e.g., race, color, religion, sex, etc.).
4. Treating an applicant or employee differently about any aspect of employment because of his or her protected status.
5. Taking adverse employment action (i.e., demotion, transfer, discipline, termination) against an employee based on the employee opposing discrimination and/or harassment in the workplace, assisting, supporting, or associating with a member of a protected category/status who complains about discrimination and/or harassment, or assisting in an investigation of discrimination and/or harassment.

b. Harassment: unwelcome conduct that is based on any of the protected categories listed above. "Hostile Work Environment" is defined as conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive work environment.

1. Examples of actions that may lead to workplace harassment complaints based on a hostile work environment and which are prohibited include, but are not limited to, the following:
 - i. Visual Harassment, such as posters, photographs, letters, notes, email, text messages, cartoons, or drawings related to the person's protected category/status (including using District computer systems related to such materials).
 - ii. Verbal Harassment, such as epithets, derogatory comments/statements, sexual objectification (either favorably or unfavorably), vulgar, racist or other discriminatory jokes, or slurs based upon a person's protected category/status.
 - iii. Physical Harassment, such as assault, blocking or impeding access or other physical interference, sabotaging or undermining work or imposing demeaning work tasks based upon a person's protected category/status.
2. Even if the conduct does not constitute a hostile work environment, it may still be misconduct that is cause for discipline.

- c. Sexual harassment: form of workplace harassment as described above and is defined to include, but is not limited to:
1. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.
 2. Sexual harassment can occur in a variety of circumstances, including but not limited to, the following:
 - i. The victim, as well as the harasser, may be any gender. The victim does not have to be of the opposite sex.
 - ii. The harasser can be the victim's supervisor, a supervisor in another area, a manager, a co-worker, or a non-employee like a vendor or member of the public.
 - iii. The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
 - iv. Unlawful sexual harassment may occur without economic injury to or termination of the victim.
 - v. The harasser's conduct must be unwelcome.
 3. Determining what constitutes sexual harassment depends upon the specific facts and context. Sexual harassment:
 - i. May be subtle and indirect or blatant and overt.
 - ii. May consist of repeated actions or may arise from a single incident.
 - iii. Conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment.
 4. Sexual harassment can result from various forms of conduct, including, but not limited to, the following:
 - i. Visual harassment: leering/staring, making sexual gestures, displaying sexually suggestive or pornographic objects, pictures, magazines, cartoons, posters, letters, notes, emails, or text messages.
 - ii. Verbal harassment: making or using derogatory comments, epithets, slurs, and jokes. Comments about body parts or physical appearance, innuendo, unwanted sexual advances, unfulfilled threats of employment benefits/detriments in exchange for sexual favors,

pressure for dates, discussion of a sexual nature, questioning a person's sexual practice or history, sexually degrading words used to describe an individual.

- iii. Physical conduct: touching, assault, impeding, or blocking movements.
5. Quid Pro Quo ('This for that') harassment cases are another type of Sexual harassment.
- i. "Quid Pro Quo" harassment can occur when submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, such as a promotion, raise, hiring, or performance appraisals.
 - ii. This kind of sexual harassment can only be perpetrated by a supervisor, manager, or another person who has the authority to affect the employee's terms and conditions of employment.
6. Examples of actions that may lead to sexual harassment complaints and which must be avoided include, but are not limited to, those listed below:
- i. Unwanted sexual advances or pressure for dates or sexual favors.
 - ii. Making implicit or explicit offers of employment benefits in exchange for sexual favors.
 - iii. Making implicit or explicit threats of retaliation for negative responses to sexual advances.
 - iv. Leering, sexual looks or sexual gestures with hands or through body movements.
 - v. Unwanted touching, including hugging, kissing, patting or stroking.
 - vi. Pinching, grabbing, assaulting, impeding or blocking movements.
 - vii. Sexually suggestive objects or pictures, text messages, cartoons or posters in the workplace or on computer systems (including email and the Internet).
 - viii. Graphic verbal commentaries about an individual's body.
 - ix. Sexually degrading words used to describe an individual, including inappropriate sex-oriented comments about appearance, including dress or physical features.
 - x. Lewd propositioning.
 - xi. Unwanted written communications, telephone calls, or personal gifts.

- xii. Sexual teasing, jokes, remarks or questions.
- xiii. Referring to an adult as a “girl”, “hunk”, “doll”, “babe”, or “honey” or whistling at someone.
- xiv. Sexual innuendoes or stories.
- xv. Asking about sexual fantasies, preferences or history.
- xvi. Questions about sexual life.
- xvii. Sexual comments about a person’s clothing, anatomy or looks.
- xviii. Telling lies or spreading rumors about a person’s personal sex life.
- xix. Giving massages, touching a person’s clothing, hair or body.
- xx. Making remarks or comments that are homophobic or transphobic.

7. Even if the conduct does not constitute sexual harassment, it may still be misconduct that is cause for discipline.

8. Retaliation: any adverse employment action taken against an employee because the employee is engaged in activity protected under Federal and State laws or this policy.

1105.5 The District, as a public employer and a provider of services, will not tolerate nor condone discrimination or harassment from any worker, regardless of employment status. All District workers are responsible for maintaining a work environment free from discrimination and harassment as defined below and will be held fully accountable for complying with this policy and for taking appropriate measures to ensure that such conduct does not occur.

1105.6 A worker who believes that they have been the victim of discrimination or harassment should immediately report the alleged harassment or discrimination as described under "Complaint Procedures" below. Any District worker who believes that they have witnessed or has knowledge of any harassment or discrimination in the workplace is strongly encouraged to report the acts or occurrences.

District workers who violate this policy are subject to disciplinary action up to and including termination from District service. Supervisors/managers who know or should have known of discrimination or harassment throughout the normal course of their employment duties and fail to report such conduct and fail to take immediate corrective action are also subject to disciplinary action up to and including termination from District service. Contractors, members of the public or other persons who participate in District programs and services who violate this policy are subject to appropriate sanctions.

Since the District provides many public and essential services, working with members of the public is often required. Employees are expected to interface with the public as their duties require, at times in difficult situations. However, employees are not expected to endure actual harassment by members of the public. If an employee feels that they are

being subjected to harassment by a member of the public, the employee should report such behavior using the complaint procedure outlined below.

Retaliation or reprisals against witnesses or employees who in good faith file harassment or discrimination complaints or provide information in an investigation will not be tolerated. However, intentionally making a false report or providing false information is cause for discipline.

1105.7 The District will not tolerate nor condone District workers who, in the workplace or on District technology, view, display, print, send, download, or distribute content that contains or depicts nudity or sexually explicit material. Additionally, material that contains slurs, or racist, homophobic, transphobic, sexist, or other discriminatory statements or depictions is prohibited.

District workers who view, display, print, send, download, or distribute such content or depictions in the workplace or on District technology are subject to disciplinary action up to and including termination from District service, regardless of whether or not another employee raises a concern with the material. Further, any such content or depictions that could have criminal implications will be immediately reported to the City of Elk Grove's Police Department.

Also, District workers who access content that contains or depicts nudity or sexually explicit material using the District's email or internet systems may also be in violation of other District policies, including, but not limited to, the District's Computer Systems Use, Internet Use, and Email Use.

1105.8 The District desires to avoid misunderstandings, complaints of favoritism, or lack of objectivity, claims of sexual harassment, and the morale and dissension problems that potentially result from romantic or other close non-work-related relationships between employees. Therefore, all employees must report immediately to Human Resources any past or present consensual relationships with anyone in a direct supervisory or subordinate capacity. Human Resources will consult with management to develop a plan to manage or eliminate conflicts of interest and mitigate adverse effects on the involved parties and other third parties. If, in the District's opinion, potential problems noted above cannot be avoided in a reasonable manner, the District may take appropriate action to address the situation.

1105.9 Employees have the right to communicate problems, suggestions, or issues to District management. Federal and State laws prohibit the punishment of employees for asserting their rights to be free from employment discrimination, including harassment. No employee shall sufferer retaliation as the result of exercising their rights under Federal and State laws and this policy.

As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee is engaged in activity protected under Federal and State laws or this policy.

Acts of retaliation could take many forms. For example, retaliation could include, but is not limited to, the following:

- a. Receiving a reprimand or given a performance evaluation that is lower than it should be.
- b. Being transferred to a less desirable position.
- c. Denial of a promotion or salary increase.
- d. Verbal or physical abuse.
- e. Increased scrutiny.
- f. Spreading false rumors.
- g. Adjusting work schedules with no legitimate business reason to do so.
- h. Denying access to resources or training.
- i. Exclusion from meetings, correspondences, or other types of activities that would make it difficult to perform job duties.
- j. Termination from District service.

1105.10 Pursuant to California Labor Code Section 1102.5 (as amended from time to time) the District will comply with Whistleblower regulations as specified in Board Policy 1110.

1105.11 Responsibilities:

- a. Employees, Interns, Volunteers, and Contractors shall be responsible for:
 - 1. Maintaining a work environment free of discrimination and harassment, complying with the policy.
 - 2. Reporting complaints of discrimination or harassment to a supervisor, Department Head, or the Human Resources Division immediately.
 - 3. Cooperating fully with all investigations of discrimination and harassment and implementation of remedial measures.
 - 4. Refraining from retaliating against any employee who participates in an investigation or opposes discriminatory practices.
- b. Supervisors/Managers shall be responsible for:
 - 1. Contacting the Department Head and the Human Resources Division immediately upon receiving a complaint or when aware of a situation involving potential violations of this policy.
 - 2. Supervisors/Managers who know or should have known of discrimination or harassment and fail to report such conduct and fail to take immediate corrective action are also subject to disciplinary action up to and including termination from District service.
- c. Division Heads and Department Heads shall be responsible for:
 - 1. Assisting the Director of Human Resources by disseminating this policy to department employees and ensuring that the workplace remains free of discrimination and harassment.
 - 2. Contacting the Human Resources Division immediately upon receiving a

complaint from an employee or notification that a complaint has been filed with the EEOC or DFEH, or when aware of a situation involving potential violations of this policy. Coordinating and cooperating with the Director of Human Resources in resolving complaints involving employees in their respective departments; when discrimination and/or harassment has occurred:

- a. Taking prompt and appropriate remedial action.
 - b. Taking reasonable steps to protect the complainant from further discrimination/ harassment.
 - c. Taking reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
 - d. Taking action to remedy the effects of discrimination/harassment.
- d. Director of Human Resources shall be responsible for:
1. Ensuring this policy is disseminated to all employees.
 2. Providing training and assistance to Department Heads, supervisors, Board Members, and employees in preventing and addressing discrimination and harassment.
 3. Investigating, resolving, and, when appropriate, making recommendations for corrective actions of complaints.
 4. Advising the complainant and individual against whom a complaint has been made of the resolution of the investigation.
 5. Responding to complaints filed with the EEOC or DFEH.

1105.12

A report of discrimination or harassment can be made verbally or in writing, but the employee will be asked to communicate all known facts and information about the acts or occurrences so that an investigation can be conducted.

Allegations of discrimination or harassment will be promptly and objectively investigated. The investigation and findings will be based upon the totality of circumstances, and each situation will be evaluated on a case-by-case basis. Where discrimination or harassment has occurred, prompt and effective remedial action commensurate with the severity of the offense will be taken per existing District discipline procedures.

Anonymous inquiries can be made regarding this policy to assist employees who believe that they may be victims of harassment or discrimination in determining available options. Anonymous complaints can be made by phone at 800-775-5463 (by using a blocked number) or via email (AdminHRStaff@yourcsd.com) using an anonymous personal email account sent from a non-District computer.

The District recognizes the sensitivity of discrimination and harassment complaints and respects the confidentiality and privacy of the individual reporting or accused of harassment or discrimination or providing information in connection to a claim of harassment or discrimination to the extent reasonably or legally possible. For example, information related to a complaint may need to be disclosed in responding to a complaint made to an outside governmental agency such as the California Department of Fair Employment and Housing (DFEH) or the Federal Equal Employment Opportunity Commission (EEOC). Also, there are circumstances, such as if disciplinary action is taken, when details of the investigation, including the identity of the complainant and witnesses, may be disclosed. Concerns regarding confidentiality can be directed to the Human Resources Division.

Complaint procedures are described in detail under “Complaint Procedure” below. The options to file complaints of discrimination or harassment which involve District personnel include filing the complaint with:

- a. A supervisor
- b. A Department Head
- c. The Human Resources Division
- d. The Equal Employment Opportunity Commission (EEOC)
- e. The Department of Fair Employment and Housing (DFEH)

If an employee is uncomfortable filing a complaint with a supervisor, the complaint can be made to the Department Head or directly to the Human Resources Division. Employees have the right to lodge a complaint with an outside agency (EEOC or DFEH). Note that a violation of this policy may exist even when there is no violation of the law.

If a complaint is filed with a department, the department shall immediately notify the Human Resources Division. The Director of Human Resources shall coordinate the investigation, which includes deciding whether an investigation will be conducted by the Human Resources Division or an outside professional workplace investigator after consultation with the Department Head and the District Counsel.

Complaints which involve the Board of Directors may be made to the District Counsel, any Supervisor, Department Head, or the Human Resources Division. Complaints that involve Board Appointees (General Manager, District Counsel) may be made to the Board President or any Board Member, as well as any Supervisor, Department Head, or the Human Resources Division. The Board Member must notify the Director of Human Resources of any complaints received. Complaints received by a Board Member or the District Counsel may receive technical assistance, guidance or advice from the Director of Human Resources, as requested.

Complaints of discrimination or harassment raised by District workers against employees, agents or representatives of contractors, vendors, members of the public or suppliers doing business with the District shall be promptly reported to the Human Resources Division or any supervisor or Department Head.

Firms whose employees discriminate against or who sexually harass District personnel in the course of doing business with the District may be subject to termination of a contract, suspension or debarment from doing business with the District; or to other measures as the District General Manager and the District Counsel may deem appropriate.

COMPLAINT PROCEDURES

1105.13 Filing a Complaint. Employees who believe they have been discriminated against or harassed are to report the act or occurrence to a Supervisor, Department Head, or the Human Resources Division in writing or verbally. It is highly recommended that the employee reports the act or occurrence immediately. Any Supervisor who receives a complaint of discrimination or harassment or who becomes aware of a situation involving potential violations of this policy shall notify the Department Head and the Human Resources Department. Any Department Head who receives a discrimination or harassment complaint from an employee or notification that a complaint has been filed with the EEOC or DFEH shall notify the Director of Human Resources as soon as possible after receiving the complaint.

Investigation and Resolution. After reviewing the discrimination or harassment complaint, the Director of Human Resources shall determine if an investigation is necessary to resolve the issues of the complaint and if so, authorize and supervise the investigation of the complaint, or engage an outside workplace investigator to investigate the complaint.

If the complaint contains no assertion that the alleged acts occurred based on one or more of the protected categories, the alleged misconduct is not covered by this policy. In that situation, the Director of Human Resources will determine whether and to what extent to investigate the allegations.

When the investigation of complaints covered by this policy is completed, the Director of Human Resources will determine if there is sufficient evidence to substantiate a violation of this policy or if any other misconduct has occurred, and if remedial action is necessary to resolve the issues of the complaint. The complainant, alleged harasser, and management with a legitimate need to know will be notified of the determination as to the outcome of the investigation only (meaning whether the complaint is “sustained” or “not sustained.”)

After investigation, if there is a finding that harassment, discrimination, or retaliation in violation of this policy has occurred, the District will take appropriate and immediate action to end any harassment/discrimination and prevent its recurrence.

1105.12 Employees remain free to pursue complaints of discrimination or harassment with two outside agencies: the State of California Department of Fair Employment and Housing or the United States Equal Employment Opportunity Commission, whether or not complainants choose to use the Cosumnes Community Services District complaint procedure. Time limits for filing complaints with State and Federal compliance agencies vary, and those agencies should be contacted directly for specific information. The addresses and telephone numbers (as of the revision date of this procedure) are:

Department of Fair Employment and Housing
2218 Kausen Drive #100
Elk Grove, California 95758
Phone: (916) 478-7251

Equal Employment Opportunity Commission
Oakland Office
1301 Clay Street Suite 1170-N
Oakland, California 94612
Phone: 800-669-4000

REFERENCES

- 1105.13 Board Policy, Duty to Report Unlawful or Improper Actions Policy (1110)
- 1105.14 California Labor Code Section 1102.5

DUTY TO REPORT UNLAWFUL OR IMPROPER ACTIONS

Policy # **1110**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1110.1 All Cosumnes Community Services District (“District”) employees are expected to report observed unlawful or improper actions by a District personnel.

PURPOSE AND SCOPE

1110.2 Employees are expected to disclose waste, fraud, abuse, and corruption by a District official. The District will not tolerate any retaliation against an employee for filing a complaint or report under this rule or for cooperating in an internal or external government investigation. Retaliation is prohibited even if the underlying complaint or report is not substantiated.

1110.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1110.4 Definitions:

- a. District Personnel: District officer, employee, intern, contractor, vendor, or supplier.
- b. Illegal Order: a directive to violate or assist in violating a federal, state or local law, rule or regulation, or an order to an employee to work or cause others to work in conditions outside of their scope of duty that could unreasonably threaten the health and safety of employees or the public.
- c. Illegal or Improper Activity: an activity by a District personnel undertaken in the performance of that person's duties that is either: (1) a violation of any state or federal law or regulation including, but not limited to, corruption, malfeasance, bribery, theft of property, fraud, coercion, conversion, abuse of property, or willful omission to perform a duty; or (2) violates District policies, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. Illegal or Improper Activity includes alleged financial, accounting, or audit improprieties and alleged ethical violations by a District personnel.
- d. Protected Disclosure: a good faith communication from a District personnel or law enforcement agencies that discloses information that may be evidence of Illegal or Improper Activity.

- e. Retaliation: an employee or director using or attempting to use his or her official authority or influence over an employee to intimidate, threaten, or coerce any employee in order to interfere with the rights of employees to freely report Illegal or Improper Activity to the District or a law enforcement agency. Retaliation includes, but is not limited to, promising to confer, or conferring any benefit; affecting or threatening to affect any reprisal; or taking or directing others to take, recommend, or approve any personnel action against an employee making a Protected Disclosure including, but not limited to, demotion, transfer, assignment, performance evaluation, suspension, or other disciplinary action including termination.

1110.5 Employees who are unsure whether to report an action are expected to bring the issue to the attention of their supervisor or to Human Resources. All information received in connection with this rule is treated as highly sensitive. To the extent possible, confidentiality will be maintained; however, absolute confidentiality cannot be guaranteed.

1110.6 Encouragement of Reporting of Illegal or Improper Activity: District encourages employees and members of the Board to file complaints or reports about Illegal Orders or Illegal or Improper Activity or alleged Retaliation with the General Manager. All such complaints shall include specific facts supporting any allegation of Illegal or Improper Activity, or Retaliation, as defined by this policy. Complaints of Illegal or Improper Activity or Retaliation may be made anonymously, but such anonymity may impede the ability of the District to conduct a thorough investigation. If the General Manager is alleged to be involved in the complaint or report, then such complaint shall be filed with the President of the Board of Directors. If the President of the Board is also alleged to be involved in the complaint, then the complaint or report shall be filed with the District Counsel.

Other allegations with respect to which the District has existing complaint, grievance or appeal procedures as specified in the District's policies should be addressed pursuant to those procedures, such as issues of alleged discrimination or harassment which are processed by the District's Human Resources Division.

1110.7 Investigations of Allegations of Illegal or Improper Activity: The General Manager may request that a person submitting a complaint alleging Illegal or Improper Activity provide their name and contact information and provide the names and contact information for any persons who could help substantiate the claim. However, this information is not required in order to submit a complaint.

Upon receiving a complaint from any employee or member of the Board that an employee or Board member has engaged in an Illegal or Improper Activity, the General Manager will conduct an investigation of the allegations in the complaint. To the extent possible, the District will not disclose the identity of the person filing the complaint, or of any person providing information in confidence regarding the facts in the complaint, unless required by law. The General Manager may disclose the facts in the complaint to a law enforcement agency in the event that an allegation of criminal conduct is contained in the complaint filed with the District.

The General Manager may request the assistance of or delegate the investigation to the District Counsel, Department Head, Division Manager and/or any outside consultant for assistance in evaluating an allegation of Illegal or Improper Activity or conducting an investigation of Illegal or Improper Activity as authorized by this policy. The General Manager shall investigate the allegations in the complaint and prepare a report of the results of the

investigation.

If, upon completion of the investigation, the General Manager finds that a District personnel may have engaged or participated in an Illegal or Improper Activity, the General Manager shall make such findings in the investigative report and include recommended actions to prevent the continuation or recurrence of the Illegal or Improper Activity. Such recommendations may include taking disciplinary action against those employees found to have violated this policy, which action may be taken by the General Manager. The investigative report may also recommend imposing sanctions, including referral to the District Attorney's office, on those Board members found to have violated this policy. In that event the report shall be filed with the Board of Directors which shall comply with the policies of the District in initiating discipline against a member of the Board of Directors. The District shall keep confidential all investigation work product including the investigative report.

1110.8

Whistleblowers: Pursuant to California Labor Code Section 1102.5 (as amended from time to time) the District will comply with Whistleblower regulations.

- a. A "whistleblower" is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing or inquiry, where the employee has reasonable cause to believe that the information discloses:
 1. A violation of a state or federal statute,
 2. A violation or noncompliance with a local, state or federal rule or regulation, or
 3. With reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.
- b. A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.
- c. Whistleblower Protections
 1. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
 2. An employer may not retaliate against an employee who is a whistleblower.
 3. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
 4. An employer may not retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

- d. Violations of these protections will result in disciplinary action, up to and including, termination from District service.
- e. An employee or volunteer who believes they have been subjected to Retaliation as defined and prohibited by this policy shall file a written complaint with the General Manager which specifies the alleged retaliatory conduct and identifies the individuals allegedly engaged in such conduct.

1110.9 This policy does not authorize District personnel to disclose exempt public records or other information required or permitted to be confidential under the law

REFERENCES

- 1110.10 Board Policy, Prohibition Against Workplace Harassment, Discrimination, and Retaliation Policy (1105)
- 1110.11 California Labor Code Section 1102.5

STATEMENT OF ETHICAL CONDUCT

Policy # **1115**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1115.1 All Cosumnes Community Services District (“District”) personnel are expected to treat their office as a public trust.

PURPOSE AND SCOPE

1115.2 District personnel are expected to conform to District Code of Ethics & Values set forth in this Policy (“Code”) which provides clear, positive statement of ethical behavior reflecting the core values of the District and the communities it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the District. The Code is developed to reflect the issues and concerns of today's complex and diverse society.

1115.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1115.4 Definitions:
a. None

1115.5 District personnel are not permitted to receive a personal financial gain or avoid financial detriment that would not otherwise be available but for their position as a public employee.

1115.6 District personnel are expected to recognize the possibility of a potential or actual conflict of interest they may have and disclose the conflict, in writing, to their supervisor and Department Head. The supervisor or Department Head shall acknowledge the potential or actual conflict in writing and determine whether such conflict can be resolved if appropriate. A copy of the disclosure and subsequent acknowledgement shall be placed in the District personnel file.

1115.7 District personnel are expected to conduct themselves in a manner to avoid the appearance of impropriety. Conduct that could appear dishonest to a reasonable observer will undermine the public trust even if the conduct is not illegal.

1115.8 District personnel are expected to report conduct that is unethical.

District Code of Ethics & Values:

a. Goals of the Code of Ethics & Values:

1. To make Cosumnes Community Services District a better District built on mutual respect and trust.
2. To promote and maintain the highest standards of personal and professional conduct among all involved in District government, District staff, volunteers and members of the District's Board. All elected and appointed officials, officers, employees, members of advisory committees, and volunteers of the District.
3. The Code is a touchstone for members of District Board and staff in fulfilling their roles and responsibilities.

b. Preamble:

1. The proper operation of democratic government requires that decision-makers be independent, impartial and accountable to the people they serve. The District has adopted this Code to promote and maintain the highest standards of personal and professional conduct in the District's government.
2. All officials, and others, who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

c. Core Values: As participatory officials in the District's government, we subscribe to the following Core Values:

1. As a representative of the District, I will be ethical.

i. In practice, this value looks like:

- I am trustworthy, acting with the utmost integrity and moral courage. I am truthful. I do what I say I will do. I am dependable.
- I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that impair my independence of judgment or action.
- I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions or any improper or unauthorized representations on behalf of the District.
- I show respect for persons, confidences, and information designated as "confidential."

- I use my title(s) only when conducting official District business for information purposes or as an indication of background and expertise carefully considering whether I am exceeding or appearing to exceed my authority.
 - I will avoid actions that might cause the public or others to question my independent judgment.
 - I maintain a constructive, creative, and practical attitude toward the District's affairs and a deep sense of social responsibility as a trusted public servant.
2. As a representative of the District, I will be professional.
- i. In practice, this value looks like:
 - I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
 - I approach my job and work-related relationships with a positive, collaborative attitude.
 - I keep my professional education, knowledge, and skills current and growing.
3. As a representative of the District, I will be service-oriented.
- i. In practice, this value looks like:
 - I provide friendly, receptive, courteous service to everyone.
 - I attune to and care about the needs and issues of citizens, public officials, and District workers.
 - In my interactions with constituents, I am interested, engaged, and responsive.
4. As a representative of the District, I will be fiscally responsible.
- i. In practice, this value looks like:
 - I make decisions after prudent consideration of their financial impact, considering the long-term financial needs of the District, especially its financial stability.
 - I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
 - I make good financial decisions that seek to preserve programs and services for District residents.
 - I have knowledge of and adhere to the District's Financial Management Policies.
5. As a representative of the District, I will be organized.
- i. In practice, this value looks like:
 - I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short- and long-term goals.

- I follow through in a responsible way, keeping others informed and responding in a timely fashion.
- I am respectful of established District processes and guidelines.

6. As a representative of the District, I will be communicative.

i. In practice, this value looks like:

- I positively convey the District's care for and commitment to its citizens.
- I communicate in various ways, that I am approachable, open-minded, and willing to participate in dialog.
- I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. As a representative of the District, I will be collaborative.

i. In practice, this value looks like:

- I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- I work towards consensus building and value diverse opinions.
- I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- I consider the broader regional and state-wide implications of the District's decisions and issues.

8. As a representative of the District, I will be progressive.

i. In practice, this value looks like:

- I exhibit a proactive, innovative approach to setting goals and conducting the District's business.
- I display a style that maintains consistent standards; but is also sensitive to the need for compromise, "thinking outside the box" and improving existing paradigms when necessary.
- I promote intelligent and thoughtful innovation in order to forward the District's policy agenda and District services.

d. Enforcement:

1. Any Official found to be in violation of this Code may be subject to Censure by the District Board. Any member of any Advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the General Manager or by an authorized designee.

REFERENCES

1115.10 Board Policy, Duty to Report Unlawful or Improper Actions (1110)

WORKPLACE VIOLENCE PROHIBITED

Policy # 1120
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1120.1 All Cosumnes Community Services District ("District") prohibits violent behavior of any kind or threats of violence either implied or direct, on District premises and facilities as well as at District sponsored events on non-District property.

PURPOSE AND SCOPE

1120.2 The District recognizes the importance of a violence-free work environment for all District personnel and the public.

1120.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1120.4 Definitions:

- a. Workplace Violence: Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury, or death to others at the workplace.
- b. Threat: The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- c. District premises or District facilities: All property of the District including, but not limited to the offices, facilities, and surrounding areas on District-owned, -managed, or -leased property, parking lots, and storage areas. The term also includes District-owned or -leased vehicles and equipment wherever located.
- d. Intimidation: Making others afraid or fearful through threatening, physically aggressive, or violent behavior.
- e. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.

1120.5

The following conduct is expressly prohibited:

- a. Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor, or member of the public:
 1. Direct threats or physical intimidation.
 2. Implications or suggestions of violence. Stalking, including following to and from work.
 3. Possession of weapons of any kind on District premises, including parking lots, other exterior premises or while engaged in activities for the District in other locations, or at District sponsored event.
 4. Assault of any form.
 5. Physical restraint or confinement.
 6. Dangerous or threatening horseplay.
 7. Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment.
 8. Blatant or intentional disregard for the safety or well-being of others.
 9. Commission of a violent felony or misdemeanor on District premises.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence. Records shall be maintained of steps taken to establish and maintain the District's Injury and Illness Prevention Program.
- b. Bringing a "dangerous or deadly weapon" to work or on District property, including parking lots on District property. This applies to all employees regardless of whether an employee possesses a concealed weapon permit.
 1. This section does not apply to peace officers acting within the scope of their duty, or to any government employee authorized or required by their employment or office to carry or use firearms.

1120.6

Domestic violence, while often originating in the home, can significantly impact workplace safety and the productivity of victims as well as co-workers. For the purposes of this document, "domestic violence" is defined as abuse committed against an adult or fully emancipated minor. Abuse is the intentional or reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, stalking, or making annoying phone calls to a person who is in any of the following relationships:

- a. Spouse or former spouse;
- b. Domestic partner or former domestic partner;

- c. Cohabitant or former cohabitant and or other household members;
- d. A person with whom the victim is having, or has had, a dating or engagement relationship;
- e. A person with whom the victim has a child.

The District recognizes that domestic violence may occur in relationships regardless of the marital status, age, race, or sexual orientation of the parties.

1120.7 Reporting Acts or Threats of Violence. An employee who:

- a. is the victim of violence, or
- b. believes they have been threatened with violence, or
- c. witnesses an act or threat of violence towards anyone else shall take the following steps:
 - 1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the Police Department by dialing 9-1-1, or push the emergency button located underneath the front counter and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.
 - 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the District's Workplace Violence Incident Report Form.

1120.8 Procedures for Future Violence:

- a. Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the District, shall inform their supervisor by immediately completing a Workplace Violence Incident Report Form so appropriate action may be taken. The supervisor shall inform the General Manager and the local law enforcement officials.
- b. Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the General Manager and to the Police Department.

1120.9 Incident Investigation:

- a. Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The General Manager or Chief Administrative Officer may initiate an investigation into potential violation of work rules/policies. If appropriate, the General

Manager will refer the matter to local police for their review of potential violation of civil and/or criminal law.

- b. Procedures for investigating incidents of workplace violence include:
 - 1. Visiting the scene of an incident as soon as possible.
 - 2. Interviewing injured and threatened employees and witnesses.
 - 3. Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator.
 - 4. Determining the cause of the incident.
 - 5. Taking mitigating action to prevent the incident from recurring.
 - 6. Recording the findings and mitigating actions taken.
- c. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results. The District will not tolerate retaliation against any employee who reports workplace violence.

1120.10 Mitigating Measures:

- a. Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include, but are not limited to:
 - 1. Notification of law enforcement authorities when a potential criminal act has occurred.
 - 2. Provision of emergency medical care in the event of any violent act upon an employee.
 - 3. Post-event trauma counseling for those employees desiring such assistance.
 - 4. Assurance that incidents are handled in accordance with the Workplace Violence Prohibited policy.
 - 5. Requesting District Counsel file a restraining order as appropriate.

1120.11 Training Instruction:

- a. The District shall be responsible for ensuring that all employees, including managers and supervisors, are provided training and instruction on general workplace security practices. Managers and supervisors shall be responsible for ensuring that all employees are provided training and instructions on job specific workplace security practices.

- b. Training and instruction shall be provided as follows:
 - 1. To all current employees when the policy is first implemented. Employees will be required to sign an acknowledgment that the policy has been received and read.
 - 2. To all newly hired employees, supervisors and managers, or employees given new job assignments for which specific workplace security training for that job assignment has not previously been provided. Employees will be required to sign a written acknowledgment that the policy has been received and read.
 - 3. To affected employees whenever management is made aware of a new or previously unrecognized hazard.

- c. Workplace security training and instruction includes, but is not limited to, the following:
 - 1. Preventive measures to reduce the threat of workplace violence, including procedures for reporting workplace security hazards.
 - 2. Methods to diffuse hostile or threatening situations.
 - 3. Escape routes.
 - 4. Explanation of this Workplace Violence Prevention Policy.

REFERENCES

None

USE OF DISTRICT RESOURCES

Policy # **1125**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1125.1 Cosumnes Community Services District ("District") prohibits inappropriate or personal use of District resources, including, but not limited to, tools and equipment, work time, and supplies.

PURPOSE AND SCOPE

1125.2 Citizens entrust District employees with appropriate management and use of District's resources.

1125.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, suppliers, members of the public, and other persons who participate in District programs and services.

APPLICATION / PROCEDURE

1125.4 Definitions:
a. None

1125.5 District resources include, but are not limited to, the following:

- a. Any hand tool, power tool, or piece of equipment – whether new or used, regardless of value and/or the District's intent to retain (e.g., use of postage or copier equipment).
- b. Any work materials or supplies – new or used, regardless of value and/or District's intent to retain (e.g., furniture, paper, program supplies, printers, etc.)
- c. Vehicles (See District Owned Vehicle Policy, 2460)
- d. Facilities or grounds – including but not limited to buildings, parking lots, improved or unimproved real property, regardless of Department assignment and regardless of current use.
- e. Time and/or Personnel – personnel services time of employees on paid status.
- f. Information – any confidential information gained in the course of or by reason of the official position or activities of the employee.
- g. Inter/Intra Office Mail

- h. Records – any original District records, regardless of physical or electronic form or media, including but not limited to, documents, maps, photographs, negatives, slides, drawings, plans, blueprints, electronic files, e-mails, compact discs, external thumb, hard or portable hard drives or devices, audio, video or moving picture recordings.
- i. Information and Telecommunications Technologies – includes hardware and software associated with computers, image/voice/data capture and transmission

1125.6 Examples of Appropriate Use of District Resources:

- a. Directly related to the activities which the employee was hired to perform, or authorized training for the employee;
- b. Of benefit to the citizens of the District as a whole, not limited to an individual(s); or
- c. Authorized by the appropriate authority and such use is not in conflict with local, state, or federal laws or regulations.

1125.7 Examples of Inappropriate Use of District Resources include:

- a. Theft, regardless of the item's value and/or the District's intent to retain.
- b. Borrowing of any District resource, including but not limited to copying or downloading in any physical or electronic form or media and/or use, transfer, or sale for any non-work-related purpose of benefit, monetary or otherwise, to the employee, any one individual or group of individuals.
- c. Using work time to support or oppose a candidate or ballot measure. However, providing factual information about a ballot measure is not prohibited.
- d. Negligence, which results in damage, loss and/or personal injury.
- e. Willful destruction.
- f. Misuse of District-paid time.
- g. Any use which fails to meet the criteria under Appropriate Use of District Resources Section of this policy.

REFERENCES

- 1125.8 District Policy, District Owned Vehicles (2460)
- 1125.9 District Policy, Mobile Telephones (2375)

CONFLICT OF INTEREST

Policy # **1130**
Original Effective Date: 04/05/1994
Revision Date: 10/17/201801/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1130.1 Cosumnes Community Services District (“District”) employees shall file statement of economic interest in compliance with state and local law.

PURPOSE AND SCOPE

1130.2 The Political Reform Act, Government Code Section ~~§8100081000~~, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 Cal. Code of Regs. §18730), ~~2 California Code of Regulations section 18730~~, that which contains the terms of a standard conflict of interest code, ~~It which~~ can be incorporated by reference ~~in an agency’s code. After public notice and hearing, Regulation 18730 and~~ may be amended by the FPPC Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

1130.3 This policy applies to all District elected officials, executives, and employees listed in Appendix Part I.

APPLICATION / PROCEDURE

1130.4 The Board of Directors (“Board”) approved and adopted the FPPC’s standard conflict of interest code. Therefore, the terms of 2 Cal. Code of Regs. §18730 ~~2 California Code of Regulations section 18730~~ and any amendments to it duly adopted by the ~~Fair Political Practices Commission~~ FPPC are hereby incorporated by reference and, along with the attached Appendix, in which Directors of the Board and employees are designated, and in which. ~~This Incorporation Page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories are set forth,~~ shall constitute the conflict of interest code of the District. Cosumnes Community Services District (the “District”).

1130.5 All District officials that are required to file statements of economic interest pursuant to Government Code Section 87200 et seq., including the General Manager, District Counsel, Chief Administrative Officer and Members of the Board of Directors, shall file their statements of economic interests electronically with the Clerk of the Board of Supervisors of the County of Sacramento. All other officials and designated positions required to submit a statement of economic interests pursuant to the District’s Conflict of Interest Code shall file their statements with the Assistant to the General Manager as the District’s Filing Officer to be retained as required. The Assistant to the General Manager will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code §81008).

REFERENCES

1130.6 Appendix, Conflict of Interest Code of the Cosumnes Community Services District

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

COSUMNES COMMUNITY SERVICES DISTRICT

(Amended ~~October 17, 2018~~ January 15, 2020)

PART I

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are not subject to the District's Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. §18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Members of the Board of Directors

General Manager

Chief Administrative Officer

District Counsel

Investment Consultant

¹ Individuals holding one of these positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by §87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>Designated Positions' Title or Function</u>	<u>Disclosure Categories Assigned</u>
Accountant	5
Administrator of Parks & Recreation	1,2
Assistant Landscape Architect/Landscape Assistant	2,3,5
Battalion Chief	5
Building Maintenance Supervisor	5
Chief of Planning, Design and Construction	1,2
Community Services Superintendent	5,7
Construction Project Manager	2,3,5,6,7
Deputy Fire Chief	5
Director of Human Resources	5
EMS Division Performance & Development Coordinator	5
Facilities Manager	2,5
Fire Chief	5 -1,2
Fire Marshal	2,5
General Equipment Mechanic III	5
Golf Course Manager	5
Golf Professional	5
Human Resource Analyst	5
Information Systems Manager	5
Landscape Maintenance Inspector	5
Maintenance Supervisor	5
Management Analyst (ALL)	5,7
Marketing and Communication Supervisor	5
Park Maintenance Manager	5
Park Maintenance Supervisor	5
Park Superintendent	5
Parks and Recreation Director	5,7
Recreation Manager	5,7
Recreation Superintendent	5,7
Recreation Supervisor	5
Senior Landscape Architect	2, 3, 5, 7

Consultant and New Positions ²

2 Individuals providing services as a Consultant defined in Regulation 18700.3(a), or in a new position created since this Code was last approved that make or participate in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §82019; FPPC Regs 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code §81008.)

PART II

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

CATEGORY 1: All Investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, doing business in or own real property within the jurisdiction of the District.

CATEGORY 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

CATEGORY 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of District.

CATEGORY 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type utilized by the District.

CATEGORY 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials machinery, vehicles or equipment of the type purchased or leased by the designated position's department, unit or division.

CATEGORY 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

CATEGORY 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the District or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

PROTECTION OF RESTRICTED AND CONFIDENTIAL INFORMATION

Policy # **1135**
Original Effective Date: NEW
Revision Date: 01/15/2020
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1135.1 Cosumnes Community Services District (“District”) employees shall ensure that restricted and confidential information is reasonably protected.

PURPOSE AND SCOPE

- 1135.2 As a result of employment with the District, employees may have access to information about District employees, vendors, and/or the public, which is restricted or confidential.
- 1135.3 This policy applies to all District elected officials, executives, employees, and consultants.

APPLICATION / PROCEDURE

- 1135.4 Definitions:
- a. Confidential: Information that is made confidential or privileged by law or the disclosure of information that is otherwise prohibited by law or District policy.
 - b. Restricted: Some restrictions or limitations on the use of or disclosure of the information.
- 1135.5 Employees shall not access or attempt to access restricted or confidential information for which they have not been authorized to access.
- 1135.6 Employees shall not disclose restricted or confidential information by any means except in accordance with, District policies, Department-specific policies and regulations or when required by law.
- 1135.7 Employees shall discuss restricted or confidential information that is used in their work only with those people who have a need to know and in non-public locations.
- 1135.8 Even after termination of employment with the District, former employees are responsible for not disclosing restricted or confidential information of any kind that was obtained as a result of their employment with the District.
- 1135.9 This policy does not prevent employees from bringing forward complaints disclosing fraud or impropriety, or from engaging in privileged communication.
- 1135.10 Employees are responsible for the protection and safekeeping of restricted and confidential information, documents and material and for the handling of such information, documents

and material in their possession, in whatever form that information is contained (i.e. electronic, physical), so as to prevent disclosure to unauthorized persons.

- 1135.11 Employees have a duty to report to their supervisor or another manager any circumstances that cause them to believe the restricted or confidential nature of their work may be compromised or any restricted or confidential information was disclosed in violation of this policy.

REFERENCES

None

DRUG AND ALCOHOL USE PROHIBITED

Policy # **1140**
Original Effective Date: NEW
Revision Date: TBA
Type of Policy: BOARD DISTRICT FIRE PARKS

POLICY

1140.1 Cosumnes Community Services District ("District") views illegal drug use and excessive use of legal drugs and alcohol as a threat to the public welfare and the health, safety and productivity of employees of the District.

PURPOSE AND SCOPE

1140.2 The District has a strong commitment to its employees to provide a safe work environment and promotes high standards of employee fitness. Consistent with the intent of this commitment, the District established this policy regarding drug and alcohol abuse. The District's goal is to establish and maintain a work environment that is free from the effects of drug and alcohol abuse.

While the District has no intention of interfering with the private lives of employees, the District expects its employees to report to work in a condition to perform their duties in a safe, effective and efficient manner.

1140.3 This policy applies to all District elected officials, executives, employees, interns, volunteers, contractors, vendors, and suppliers.

APPLICATION / PROCEDURE

1140.4 Definitions:

a. Alcohol

1. Any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.

b. Drugs

1. As used in this policy include marijuana and all illegal controlled substances.

c. Positive Test Result

1. The result reported by independent, certified medical clinic or laboratory, when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations and confirmed positive by the clinic or laboratory or a refusal to test. A positive test or refusal to test will result in discipline up to and including termination.

d. Prescription Medication

1. Medication that requires a valid prescription from a qualified physician.

e. Reasonable Suspicion

1. As used in this policy mean a determination by a supervisor or other manager that an employee may be under the influence of drugs or alcohol.
2. This determination must be based on specific contemporaneous, articulable, objective facts and reasonable inferences drawn from those facts, and must be made by a trained supervisor and/or manager.

f. Workplace

1. District work locations, including contracted worksites, or operating District vehicles or equipment.

1140.5 No employee shall:

- a. Unlawfully manufacture, distribute, dispense, possess or use alcohol or drugs in the workplace;
- b. Report for duty under the influence of alcohol or drugs;
- c. Report for duty with the odor of alcohol on their person;
- d. Absent themselves from duty or be unfit to fully perform duties for reasons attributable to, or produced by, indulgence in alcohol, drugs, or the excessive or other improper use of prescription or nonprescription medications.
- e. Use any prescription medications which may interfere with the safe and effective performance of duties or operation of District equipment or vehicles, without notifying their supervisor prior to beginning work or operating the equipment or vehicle.
- f. Refuse to respond to questions within the scope of this policy.
- g. Refuse to submit to a Reasonable Suspicion drug and alcohol test when required by the District. Refusal to submit includes:
 1. Refusing an order to take a required test;
 2. Inability to provide a urine specimen or breath sample without a valid medical reason, confirmed by a physician;
 3. Tampering, adulterating, or substituting a specimen or any other attempt to defeat or obstruct a drug or alcohol test;

4. Delaying arrival at the designated collection site;
5. Leaving the collection site before the drug or alcohol testing process is complete;
6. Failing to permit an observed or monitored collection when required;
7. Failing to take a second test when required;
8. Failing to undergo a medical evaluation when required; or
9. Failing to cooperate with any part of the testing process.

1140.6 While working, operating a District vehicle (on or off duty) or wearing a District uniform, no employee shall:

- a. Have the odor of alcohol on their person;
- b. Use alcohol or drugs;
- c. Have their ability to work impaired as a result of the use of alcohol or drugs;
- d. Possess alcohol or drugs;
- e. Provide, manufacture, deliver, transfer, offer, or sell alcohol or drugs to any other employee or to any person while on duty;

If there is a question regarding an employee's ability to work safely and effectively while using prescription or nonprescription medications, clearance from a qualified physician will be required. The District will continue to retain the right to make the final determination concerning an employee's fitness to perform work.

1140.7 All employees must:

- a. Comply with all aspects of this policy
- b. Notify their supervisor before beginning work, when taking any prescription or non-prescription medications which may interfere with the safe and effective performance of duties or operation of District equipment.
- c. Consult with the supervisor if there is any question concerning whether the use of a particular prescription or non-prescription medication is covered by this policy. Note: This policy is not intended to prohibit the safe and legal use of prescription and nonprescription medications.
- d. Provide, as soon as possible and no later than within 48 hours of a request, proof of a valid prescription for any medication identified by the employee as the cause of their behavior. The prescription must be in the employee's name.
- e. Notify the District of any felony drug arrest or conviction by the next regularly scheduled workday.

- f. Notify the District of any drug conviction for acts occurring on District premises or on duty by the next regularly scheduled workday.

1140.8 Managers and Supervisors must:

- a. Investigate any question which arises about an employee's fitness to work due to use of prescription or nonprescription medications.
- b. Investigate any employee who appears to be in violation of this policy.
- c. Refer for Reasonable Suspicion testing any employee who appears to be under the influence of drugs or alcohol while on duty.
- d. Advise an employee of their right to have either an available union representative (if any) or another employee present during an investigatory interview

1140.9 The District has established an Employee Assistance Program (EAP) to assist employees with a full range of personal issues including alcohol and drug abuse problems. The EAP provider can evaluate an employee's case and determine the appropriate level and type of treatment, if any.

- a. Employees are encouraged to voluntarily seek professional assistance for alcohol and drug abuse with or without contacting management.
- b. Employees are encouraged to utilize chemical dependency programs offered under benefit plans.
- c. A manager or supervisor who has reason to believe that an employee may have a drug or alcohol problem which is affecting the employee's work performance, may suggest that the employee go to the District's EAP provider for an assessment. Participation in the assessment is voluntary.
- d. Contact between the employee and the EAP provider is confidential unless otherwise authorized by the employee.
- e. A referral to the District's EAP program is separate from any disciplinary action that may result from the employee's violation of this policy.

1140.10 As a part of the District's employment screening process, any applicant for a safety sensitive position, to whom a conditional offer of employment is made, must pass a test for controlled substances, per procedures described below. The offer of employment is conditioned on a negative drug test result. Applicants will be informed of the District's requirement for testing in the employment application.

1140.11 If an employee's supervisor or manager has a verifiable and confirmed reasonable suspicion by at least two (2) people, including any Board Members, that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, then the employee will be asked about any observed behavior or impaired condition and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior,

the employee will be requested to take a drug test in accordance with the procedures described herein. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result, which results in termination.

- 1140.12 Should an injury or motor vehicle incident occur while working, a drug or alcohol test may be administered if the injured employee's supervisor has a reasonable suspicion that an employee was injured due to drug or alcohol use.
- 1140.13 The District will refer the applicant or employee to an independent, certified medical clinic or laboratory, which will administer the test. The District shall require drug testing for: A) pre-employment testing and B) reasonable suspicion testing. The District will pay the cost of the test. If the employee is determined by verifiable and confirmed reasonable suspicion observation as unable to drive or impaired for driving, then a District supervisor, Manager, Division Director, or member of the Human Resources Division will transport the individual to a medical facility for immediate testing or treatment. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. The clinic or laboratory will handle the required testing. The District will have no control over the clinic or laboratory's testing methods. The clinic or laboratory will inform the District as to whether or not the applicant passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this policy and will be subject to discipline accordingly.
- 1140.14 Any employee subject to testing under this policy will be directed to sign a form acknowledging the procedures governing testing and authorizing (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the District of medical information regarding the test results. Refusal to sign the authorization form or to submit to the drug test, will result in the revocation of an applicant's job offer, or will be considered the same as a positive test leading to termination.
- 1140.15 All drug testing records will be treated as confidential.

REFERENCES

None

Board of Directors and General Manager Joshua Green
Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624

December 20, 2019

Subject: Report from Strategic Planning workshop

Dear Board and GM,

This report outlines the process leading up to and including the Board strategic planning workshop conducted on November 13, 2019. The report will also propose next steps and proposed final results of the workshop discussions.

Leading up to the workshop the consultant (Brent Ives, Principal of BHI Management Consulting) conducted input interviews with each Board member and selected staff members. This process allowed for the discussion and correlation of District background, status and of the issues and opportunities facing the District in the next few years. These interviews took place in summer of 2019 with time thereafter for scheduling of other events delaying the workshop to the November date. As such, the consultant requested more input from the Board members via email type survey where members provided their individual outlook for the District. This step took place in late October.

On November 13 the Board met in open workshop session, along with several senior District staff members to discuss Board of Directors Values and Priorities. The consultant facilitated the session with a powerpoint presentation regarding the discussion of roles, then the District Mission, before moving directly into the discussion and development of collective Values. The powerpoint presentation used that day is attached herein. The discussions of that day actually proceeded to slide #25 having skipped several slides in order to get to the Board member input charts.

The discussion of the District Mission statement proceeded for about 45 minutes and resulted in a good review of the overall and underlying reason for CSD existence. Both the Board members and staff participated in this discussion. No changes were formally decided but the discussion did aim at shortening the statement with one such as was discussed below:

<p><i>To provide exceptional and vital service to our diverse community.</i></p>
--

The Board will be provided this discussion option at the next workshop to consider and discuss the potential of changing the District Mission statement.

Board Member Inputs: Based on a full discussion of the purpose/Mission above, the Board moved on the discussion of values and future project will proceed as follows. At the workshop several flipcharts were made (see photos in back) that are transcribed below. Prior to the workshop each Board member was asked to answer the following question:

In summary fashion (25-50 words), describe the District in five years.

The responses from Board members was received by the consultant and correlated into the five asset areas (Services, Workforce, Equipment, Funds and Service Area/Facilities). These represent generally all input gathered beforehand and while at the workshop from both the Board members and staff present:

Services Area/Facilities

- Larger
 - Galt Parks/ Florin Conserv./EG Cemetery/Sac.tree fund, EG Water Dist.
- Community Center
- 5 Successful year at Aquatics Center
- Parks and Landscaping Advisory Committee working
- Station 77 up
- Casino
- Scholarship program
- Investment Assessment
- Daytime Medic (Wall-time?)
- Parks staff study

Services

- Mutual aid to fire volunteers at Hearld and Hood
- Climate action plan working and being implemented
- CWTA working
- By-District working
- Fee Equity Assessment (Plan)
- Branding/Communications being implemented

Equipment

- IT analysis leading to an IT strategy
- Asset Management Plan

Public Workforce

- INVEST – assure fairness, better lives for employees, multi-cultural training, sexual harassment training
- Less contracting out (study leading to a plan for such)
- Comp./Classification study for non represented employees
- Succession Plan
- Unfunded liabilities assessment and plan
- Min. wage increase impact study

Funds

- We have adequate funding now
- Fiscally stable
- Diversification of revenue

Based on this input and discussion the Board moved to the discussion of the values that are reflected herein. The following two lists were created, one by the Board and one by the staff.

Draft Board Values

- Response
- Quality
- Workforce
- Public Safety
- Financial Accountability and Sustainability
- Equity

Staff developed Values

- Safety
- Financial sustainability/accountability and transparency
- Personnel
- Service to community
- Access and Equity

After some discussion, the list of those proposed by staff were agreed in concept for further review.

Recommendation

Values are best solidified when tested. During the CSD's annual budgeting process a long list of projects, many of which are referenced above are considered. This is drawn in graphic detail on one of the wall charts below. The concept of giving and taking from a fixed amount of resources was discussed and shown. The list of those proposed projects in the input charts from this workshop, along with the long list considered each year should be "tested" against these initial agreed values. This can and should be the subject of the next workshop for the Board. We propose that this workshop take place in January or February 2020 at latest in order to support the upcoming budgeting process.

Sincerely,

<signature>

Brent H. Ives, Principal
BHI Management Consult

BOARD OF DIRECTOR VALUES AND PRIORITIES WORKSHOP

COSUMNES COMMUNITY SERVICES
DISTRICT NOVEMBER 13, 2019

Brent Ives
BHI Management Consulting

Who am I?

- INTRODUCTION(s)

- Brent Ives, BHI Management Consulting

- Organizational consultant to Special Districts (18 years)

- 25 years engineering manager at LLNL

- USF - Organizational Development

- 24 years on Tracy City Council (last 8 years as elected Mayor), various local and regional Boards/ Commission

- Strategic Planning - Supervisor training – Board Dynamics –

- Board/manager Interactions – Executive Recruiting – many workshops, etc. every week a different Board, or three

- We Provide the service, www.GoodBoardWork.com - on-line training for Public Board members

- Author, *“Fifty Two Ways to Be a Better Board”*, 2016, available on Amazon (or here)

TODAY



- EXAMINE AND DISCUSS YOUR PLANNING PROCESS THUS FAR
- TALK ABOUT THE “VALUES”CORE VALUES...OF EXAMINING BOARD VALUES, OPERATIONAL CAPACITY AND PRIORITIES
- TAKE A LOOK AT THE STATUS OF PLANNING HERE AND INPUT THUS FAR
- WORK TOGETHER TO DISCUSS AND DEVELOP THIS BOARD’S CORE VALUES AND PRIORITIES

Your Thoughts for Today?

- List what you hope to accomplish today

- INITIAL questions??

CCSD Strategic Planning thus far

- STAFF PROVIDED THEIR TWO DEPARTMENTAL STRATEGIC PLANS – WELL DONE
- ASKED ALL OF YOU ABOUT...BOARD ENDORSED
- MAYBE SOME GAPS? –We'll discuss
- ALL WANT TO TIE DECISIONS MADE TO AGREED PRIORITIES/GAPS AND CAPACITY THEREBY REFLECTING **CORE VALUES**

BOARD CORE VALUES/PRIORITIES

The “MISSION FIRST” Principle ⁽³⁾

To enhance the quality of life for those residing in, doing business in and visiting the community. The CSD strives to provide to all areas of the community, while being responsive to individuals.

1. KNOW AND RESPECT YOUR

MISSION

...why this agency exists

2. AVOID DISTRACTIONS FROM THE

MISSION

3. CREATE FOCUSED, COLLECTIVE PLANS AND POLICIES TO

PROTECT AND ADVANCE THE

MISSION...

4. BOARD CORE VALUES REFLECT HOW THE MISSION WILL BE SUPPORTED AND ADVANCED

BOARD CORE VALUES/PRIORITIES

MISSION – CARING FOR AND FORWARDING THE PUBLIC’S NEED(S)

To enhance the quality of life for those residing in, doing business in and visiting the community. The CSD strives to provide to all areas of the community, while being responsive to individuals.

- MISSION -WHY YOU EXIST
 - WHY THE PUBLIC’S MONEY GET’S COLLECTED HERE
 - THE CRITICAL SINGLE FOCUS FOR DECISION MAKING AND PLANNING
 - BELIEVING THAT ANYTHING ELSE HAS EQUAL OR MORE IMPORTANCE
- ASK, “WHAT IS THIS DISTRICT ABOUT, WHAT COULD RISE TO A HIGHER LEVEL OF IMPORTANCE THAN ITS MISSION???”
- UNDERSTAND THE CONCEPT OF ITS ORIGIN, STEWARDSHIP, HANDOFF AND ADVANCEMENT...

BOARD CORE VALUES/PRIORITIES

KNOW AND RESPECT THE MISSION

MISSION – *To enhance the quality of life for those residing in, doing business in and visiting the community. The CSD strives to provide to all areas of the community, while being responsive to individuals.*

VISION– *A regional leader dedicated to providing superior fire, emergency medical and parks and recreation services that enrich the community and saves lives. ...*

BOARD CORE VALUES/PRIORITIES

KNOW AND RESPECT THE MISSION

MISSION – To enhance the *quality of life* for those *residing* in, doing *business* in and *visiting* the community. The CSD strives to provide to *all areas* of the community, while being responsive to *individuals*.

VISION – A *regional leader* dedicated to providing *superior fire, emergency medical and parks and recreation services* that *enrich the community and saves lives*.

BOARD CORE VALUES/PRIORITIES

KNOW AND RESPECT THE MISSION

MISSION – *To provide exceptional and vital services to our diverse community.*

BOARD CORE VALUES/PRIORITIES

1. *A COLLECTIVELY DEVELOPED SET OF ATTRIBUTES THAT STATE “OUR AGREED WAY OF PROTECTING AND ADVANCING THE MISSION”*
2. *CORE VALUES REFLECT THE ORGANIZATIONAL VISION... SETS THE VALUES- BASED CULTURE, GET REFLECTED IN IMPLEMENTED PRIORITIES*
3. *CORE VALUES ASSERT BOARD ACCOUNTABILITY*
4. *THE HIGHEST SET OF DECISION FILTERS AS TOUGH DECISIONS COME*
5. *LIVING CORE VALUES TAKES COURAGE AT TIMES*

BOARD CORE VALUES/PRIORITIES

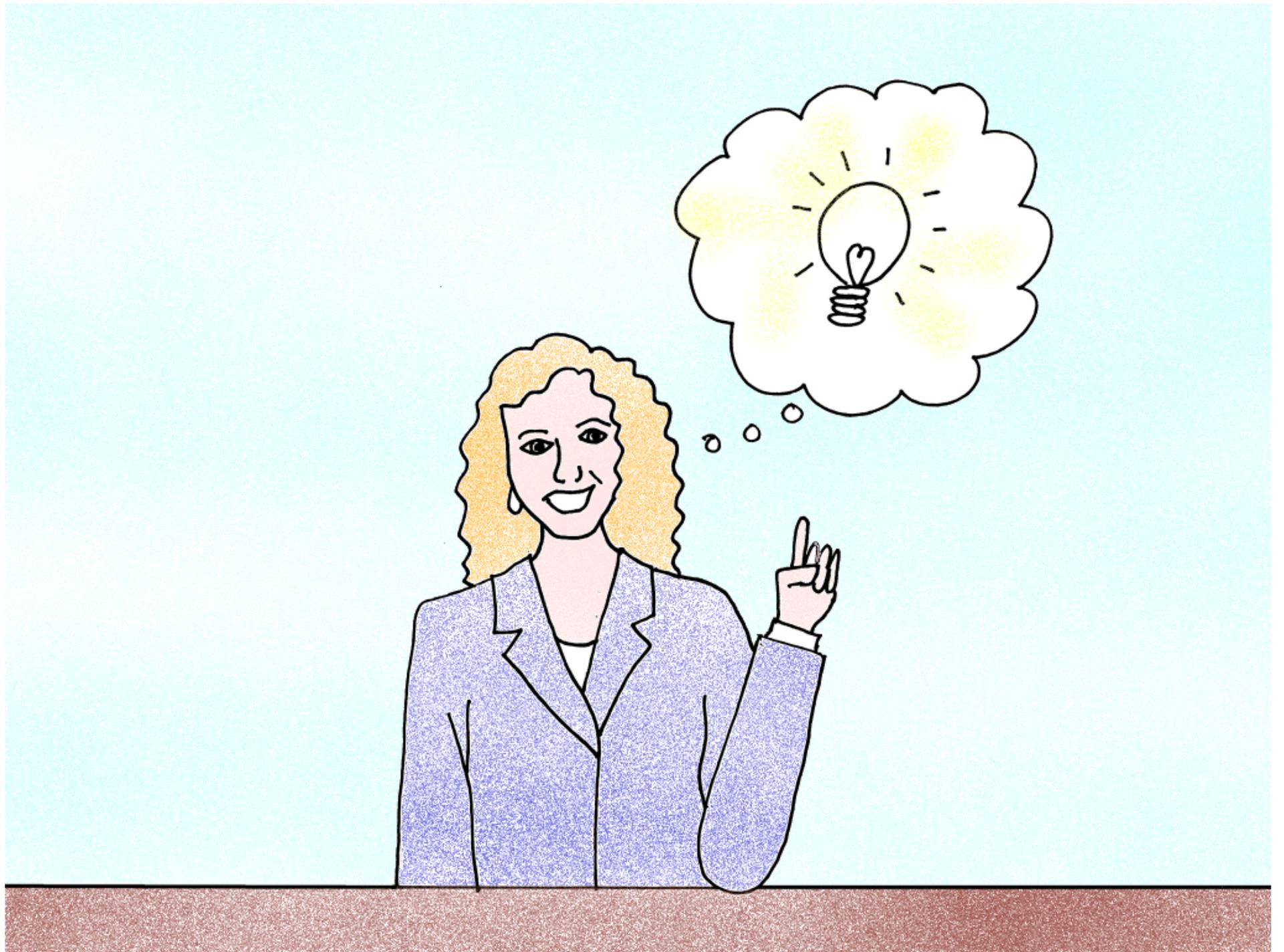
VALUES-BASED DECISIONS

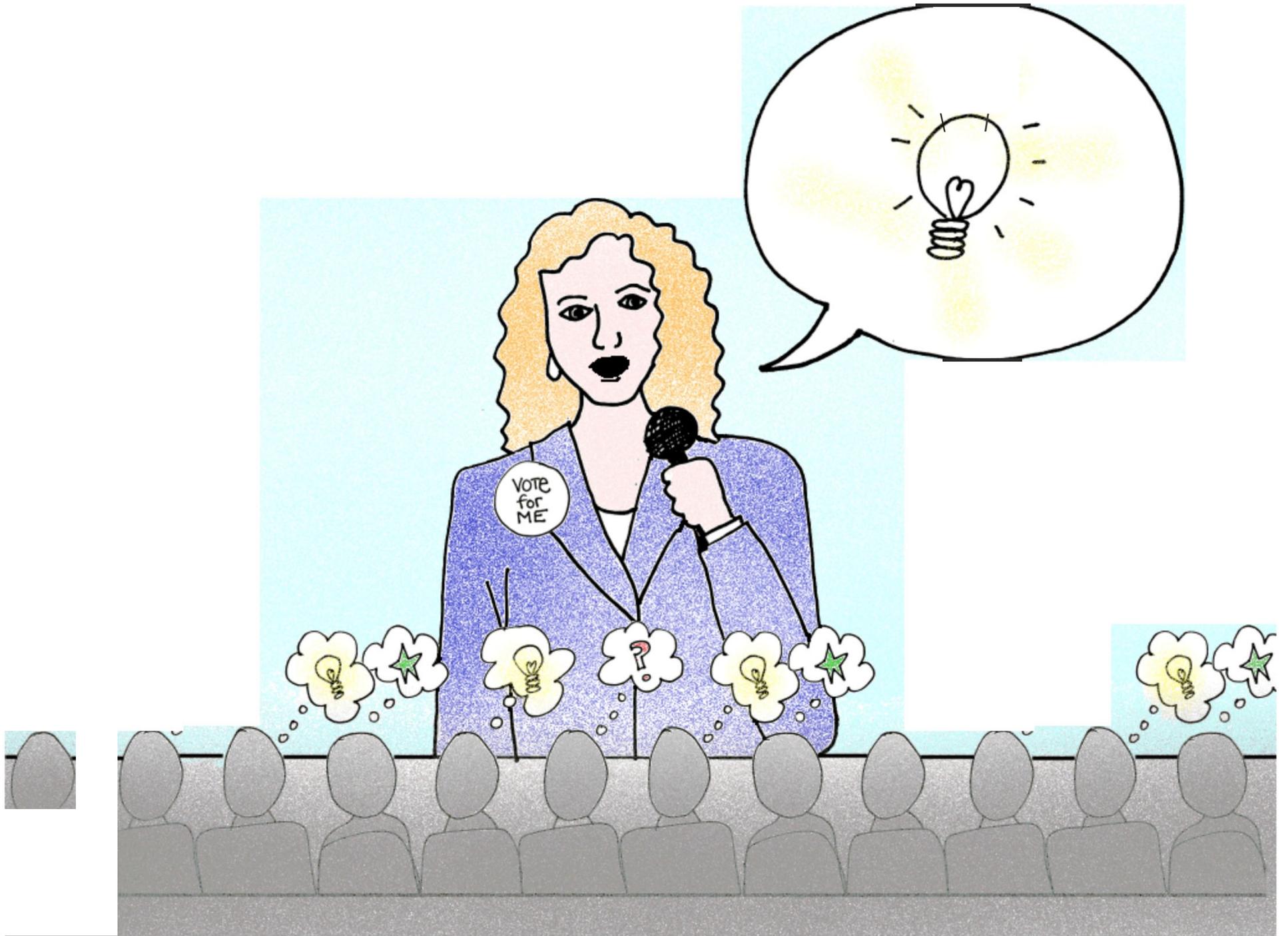
1. YOU HAVE GOALS AND STRATEGIES REFLECTING YOUR MISSION/VISION!
2. “FOUNDATIONAL CORE VALUES” PUT ACTION TO STATEMENTS.
3. BOARDS THAT STICK TO THEIR CORE VALUES CREATE A VALUES-BASED CULTURE
4. CORE VALUES CREATE DECISION FILTERS FOR YOU, THE BOARD.
5. GOOD BOARDS UNDERSTAND THE LINKAGE BETWEEN SOLID CORE VALUES AND AGENCY LEVELS OF SERVICE (LOS).
6. DECISIONS OR DIRECTION WITHOUT A CLEAR LINE, CONFUSES AND LESSENS LOS.
7. GOOD BOARDS COLLECTIVELY DEVELOP, THEN CAREFULLY FOLLOW THEM.
8. CORE VALUES GENERALLY CONSIDER THE LONG-TERM EFFECT OF DECISIONS ON LOS

BOARD CORE VALUES/PRIORITIES

VALUES-BASED DECISIONS

1. YOU DO THAT NOW, BUT INDIVIDUALLY ... AS NEEDED... AS APPLICABLE
2. OFTEN “INTERIM” VALUES ARE USED
3. VALUES MUST BE SHARED
4. VALUES MUST BE LIVED TO BE REAL
5. YOU PARTICIPATED IN AN EXERCISE. FROM THAT I EXTRACTED CORRELATIONS CORE VALUES...



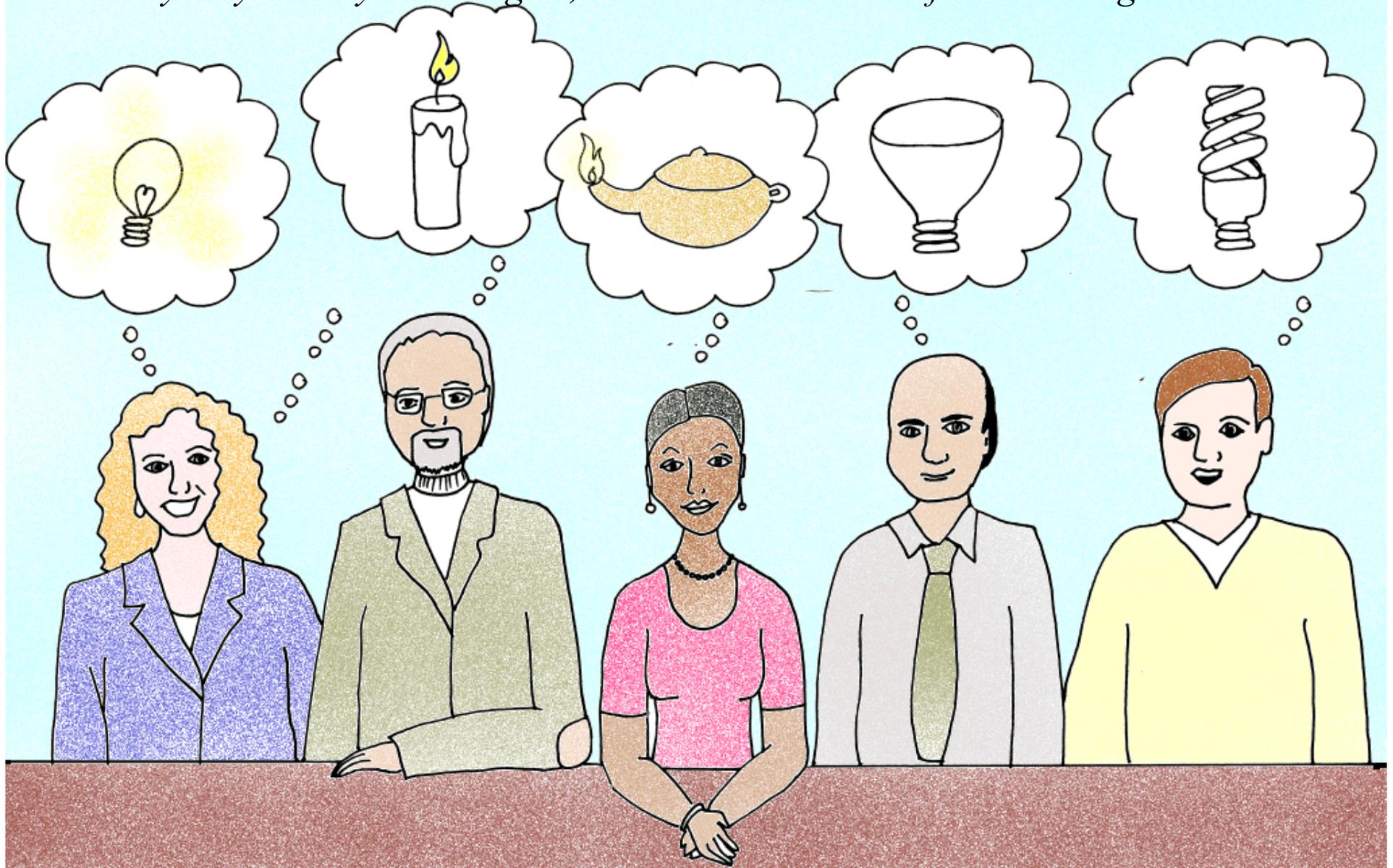




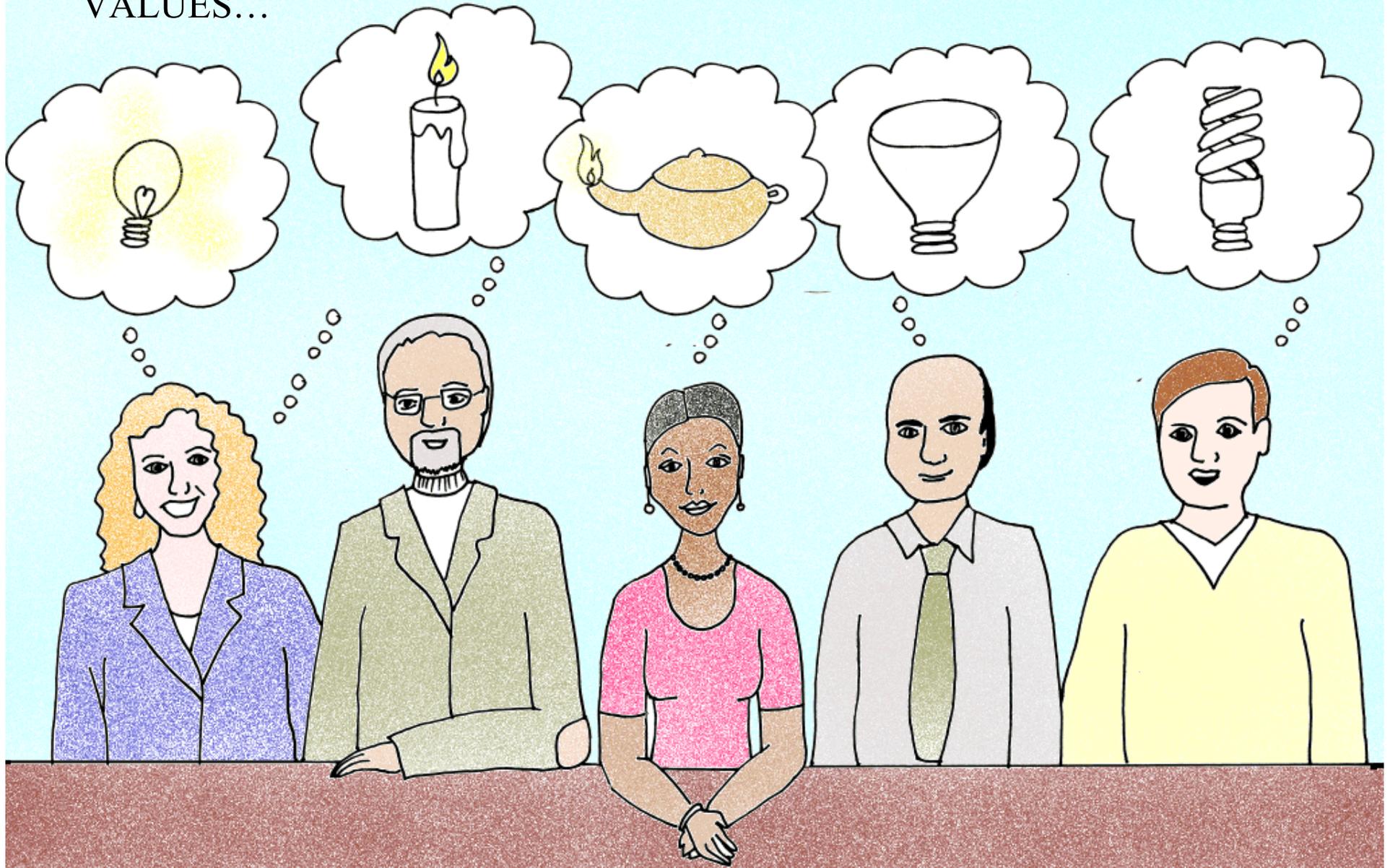
Your first meeting:

- *The other four*
- *They may share your thoughts, or not*

- *This is your decision team*
- *Lots of decision together*



- Individually, we all have values that we apply to the decisions before us.
- Today's exercise is to consider and agree on a collective set of CORE VALUES...

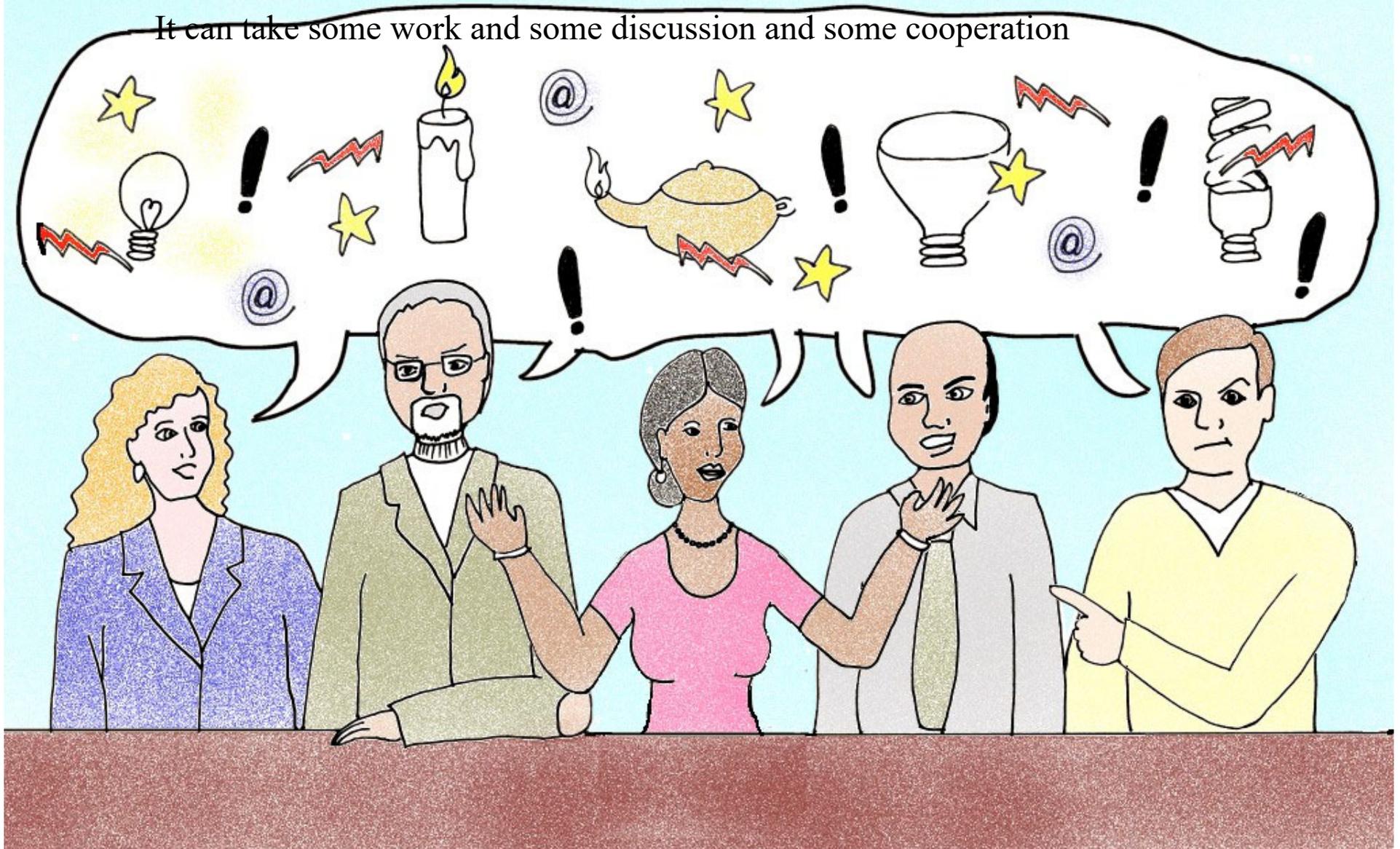


- *Deliberations/Discussions/Debate... ALL GOOD, with civil respect*
- *Setting the example as respected leaders in the community*
- *Working together to craft the best decisions for this MISSION, for this region*

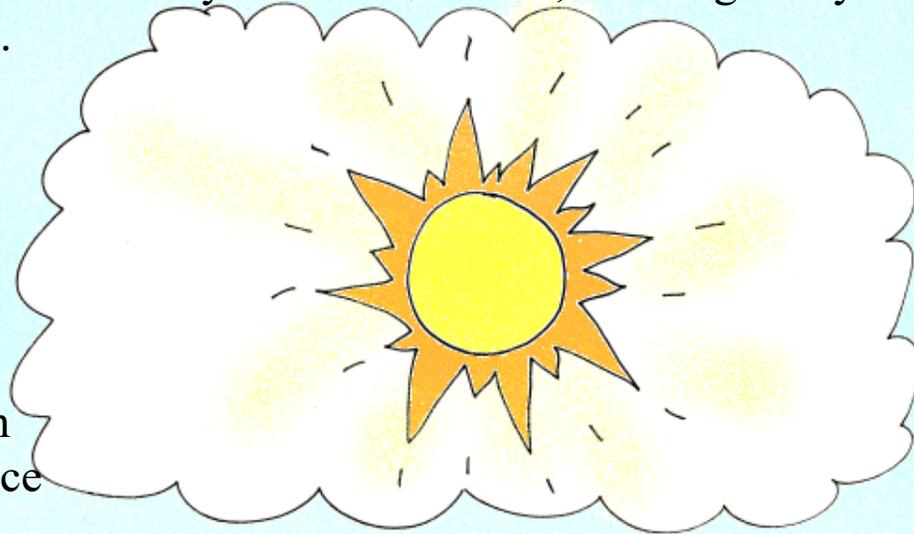


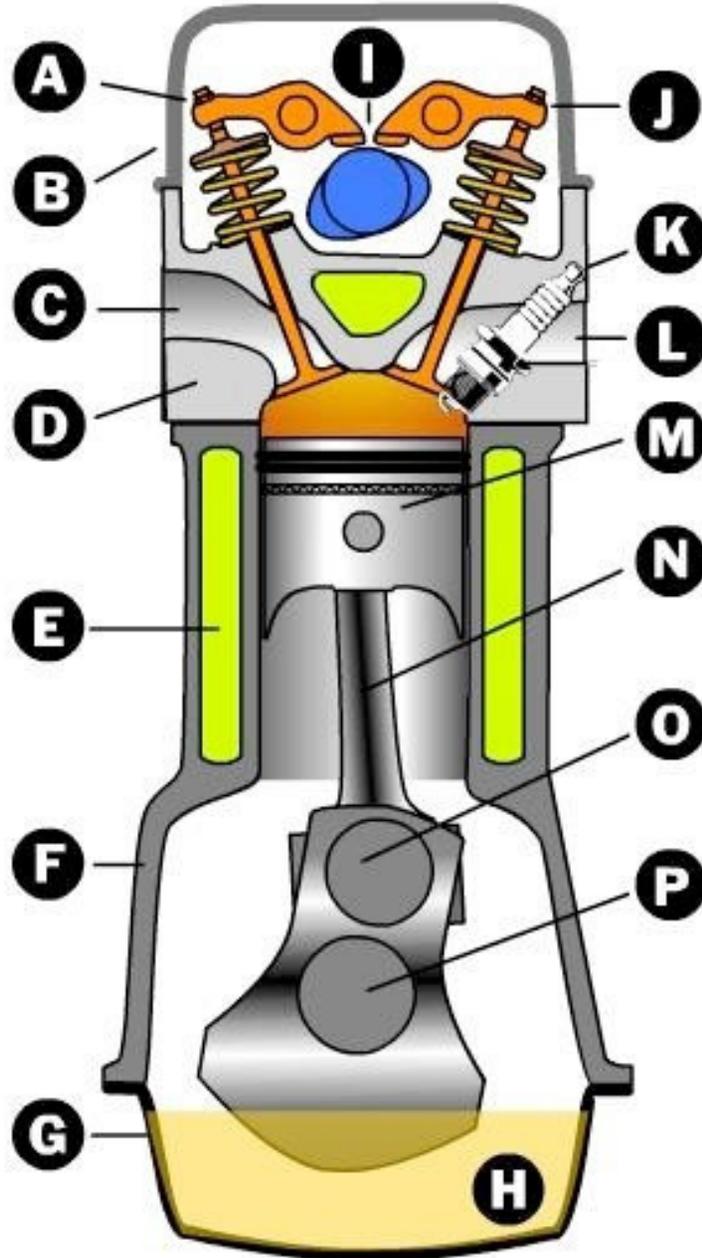
CORE VALUES – when worked out, set the cultural foundation of what's important to a Board and District. THEY ARE EXPRESSED IN PRIORITIES

It can take some work and some discussion and some cooperation



- Board agreed core values serve you into the future, assuring that you are putting first things first.
- They will serve you In good times and tough times
- It takes courage to respect our values at times
- Its a grand expression of great local governance





- You are part of a decision machine
- To optimize, all parts must do their job, both specific/unilateral jobs and integrated jobs
- The Board “part” must works together to set Core Values and priorities

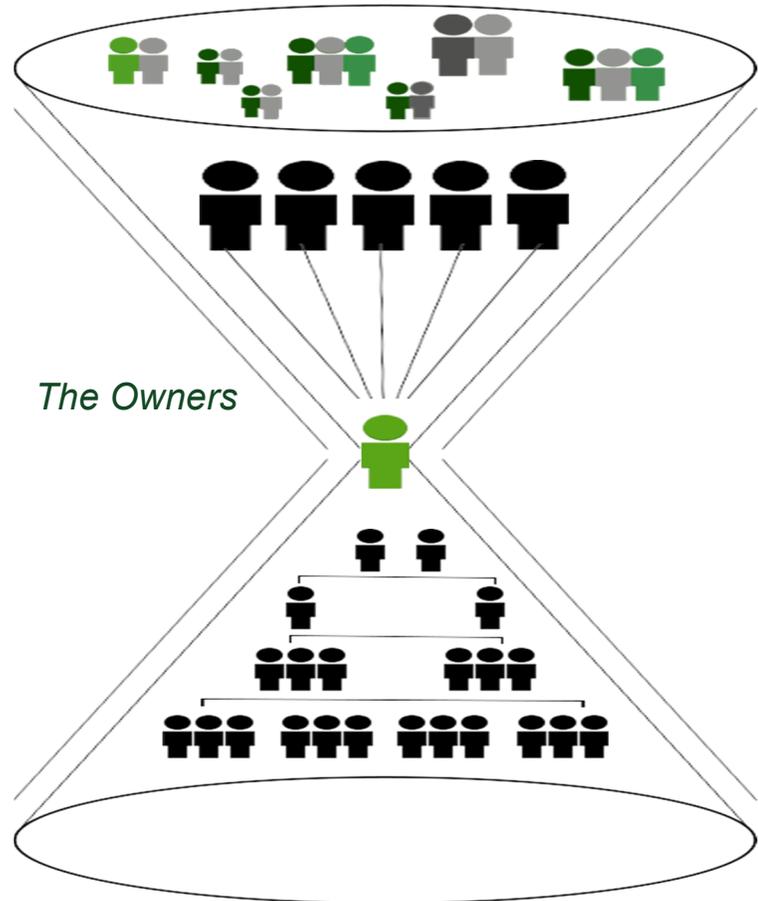
- | | |
|--|---|
| A Intake Valve, Rocker Arm & Spring | I Camshaft |
| B Valve Cover | J Exhaust Valve, Rocker Arm & Spring |
| C Intake port | K Spark Plug |
| D Head | L Exhaust Port |
| E Coolant | M Piston |
| F Engine Block | N Connecting Rod |
| G Oil Pan | O Rod Bearing |
| H Oil Sump | P Crankshaft |

-
- 1** INTAKE
 - 2** COMPRESSION
 - 3** COMBUSTION
 - 4** EXHAUST
 - ▶ Spark
 - Top Dead Center

Establishing Clarity in what, why and how we do things

Public Agency Organization Model

O
U
R
P
U
B
L
I
C



Photographs of wall charts follow: (Those most discussed are left larger for ref.)

HOPE'S
WHO WE ARE
 AND WHERE ^{ARE} ~~WA~~
 GOING
 3-5 YR. FOUNDATION
 * GET STAFF'S VIEW
 * PURPOSE UNITY
 (SAME PAGE)

BOARD INPUT
 ON DISTRICT FUTURE
 SORTED ON PUBLIC AGENCY FUNCTIONS

Funds (\$\$\$)

- WE HAVE ADEQUATE FUNDING NOW
- FISCALLY STABLE
- DIVERSIFICATION OF REVENUE

BOARD INPUT
 ON DISTRICT FUTURE
 SORTED ON PUBLIC AGENCY FUNCTIONS

Equipment

- NONE PROVIDED
- IT ANALYSIS LEADING TO...
- ASSET MGMT. PLAN
 (CityWORKS?)

BOARD INPUT
 ON DISTRICT FUTURE
 SORTED ON PUBLIC AGENCY FUNCTIONS

Services

- ✓ • MUTUAL AID TO VOLUNTEERS AT HEARLD AND HOOD ^{FIRE}
- CLIMATE ACTION PLAN (cross-cutting)
- CWTA (ADMIN. CROSSCUTTING)
- ✓ • BY-DISTRICT
- FEE EQUITY ASSESSMENT (PLAN)

WORKING IMPLEMENTATION

- BRANDING / COMMUNICATIONS

BOARD INPUT

ON DISTRICT FUTURE

SORTED ON PUBLIC AGENCY FUNCTIONS

Service Area/Facilities

SERV. AREA GROWTH/RELATIONS

- LARGER ^{Parks}
 - ✓ - Galt_n Florin consrv./ EG ceme./ SAC. tree fnd./ EG water, etc.
- ✓ • COMMUNITY CENTER
- ✓ • 5 SUCCESSFUL YEARS AT AQUATICS CNTR.
- ✓ • PARKS & LANDSCAPING ADVISORY COMM.
- f • STA. 77
- 4 WORKING
 - CASINO
 - SCHOLARSHIP
 - INVESTMENT ASSESSMENT
 - DAYTIME MEPC - WALL TIME?
 - PARKS STAFF HQ

BOARD INPUT
ON DISTRICT FUTURE
SORTED ON PUBLIC AGENCY FUNCTIONS

Public Workforce

PT/FT -

- ✓ INVEST - assure fairness, better lived for empl.,
* multi-cultural training, sexual harrassment
- ✓ • LESS CONTRACTING OUT (CWTA?)

• B

↳ STUDY LEADING TO A PLAN (INCREMENTAL)

- COMP/CLASS STUDY FOR NON/REP.
- SUCCESSION PLAN
- UNFUNDED LIABILITIES ASSESS./PLAN
- MIN. WAGE INCREASE

