REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, JUNE 16, 2021

REGULAR MEETING – 6:30 P.M.

Live Broadcast
via livestream
www.yourcsd.com/liveboardmeeting

CORONAVIRUS DISEASE (COVID-19) ADVISORY
To protect our constituents, District officials request all members of the public to follow the California Department of Health Services’ guidance and the County of Sacramento Public Health Officer Order for the Control of COVID-19 restricting group events and gatherings and maintaining social distancing. Consistent with Executive Order N-29-20 issued on March 21, 2020, the meeting will be broadcasted via livestream. In-person participation by the public will not be permitted and no physical location from which the public may observe the meeting will be available.

Remote public participation is available in the following ways: 1) Email public comments to clerkoftheboard@yourcsd.com by 5:00 pm, Wednesday, June 16, 2021. Public comments received after this time might not be received in time to be read into the record but will be included in the written record. The Clerk will read the comments submitted via email out loud during public comment, subject to the customary 3-minute time limitation. If your comment concerns a specific agenda item, please note the item in the subject line of your email; and 2) Leave a voice mail for the Clerk of the Board at 916-405-7169 by 5:00 pm Wednesday, June 16, 2021, and the item you wish to comment on and the Clerk will play the voice mail when the item is up for consideration. The customary 3-minute time limitation will be observed.
AGENDA

REGULAR BOARD MEETING – 6:30 P.M.

A. CALL TO ORDER
1. Session Roll Call
2. Pledge of Allegiance
3. Moment of Silence

B. ANNOUNCEMENTS/PRESENTATIONS
4. Cosumnes CSD Participation in the Sacramento Regional Diversity Committee – F. Rodriguez

C. 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.

D. 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.

5. Approve the June 2 2021, Regular Board Meeting Minutes.
7. Approve Agreement for Grant Writing and State/Federal Advocacy and Legislative Representation.
11. Approve Reimbursement Agreement for Dedication of Park Land in the Southeast Policy Area with KRM Investors, LLC, and the City of Elk Grove.
12. Receive an Update on the Landscape & Lighting Districts Advisory Committee, and approve its Annual Work Plan.
E. PUBLIC HEARINGS

13. SUBJECT: Public Hearing – To Consider Objections to Proposed Abatement of Weeds and Adoption of Resolution 2021-35 Weed Abatement. (R. Burton)

RECOMMENDATIONS:

1. Conduct a public hearing to consider objections or protests to the proposed weed abatement program; and
2. Adopt Resolution No. 2021-35, ordering the destruction or removal of all weeds, dirt, rubbish, and rank growths in the Cosumnes Community Services District, and overruling any and all objections thereto excepting those parcels specifically listed.

14. SUBJECT: Public Hearing – Approve Resolution No. 2021-36 Establishing Minor Changes to the Book of Fees Schedule. (N. Sharma)

RECOMMENDATIONS:

1. Conduct a public hearing; and
2. Approve Resolution No. 2021-36 adopting the Book of Fees Schedule.


RECOMMENDATIONS:

1. Conduct a public hearing on the formation of Community Facilities District No. 2021-1 (Sheldon Farms North) (“CFD 2021-1”);
2. Adopt Resolution No. 2021-37 forming the CFD 2021-1;
3. Adopt Resolution No. 2021-38 calling a special landowner election to levy a special tax within the boundaries of CFD 2021-1;
4. Adopt Resolution No. 2021-39 declaring the results of the special landowner election and directing recording of a notice of special tax lien to CFD 2021-1;
5. Introduce and waive the first reading of an ordinance imposing a special tax on properties in CFD 2021-1; and

F. STAFF REPORTS

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

16. SUBJECT: Authorize the Award of Contract for Oasis Park Pre-school – Contract #PC-21-004 (P. Mewton)

RECOMMENDATIONS:

1. Find that no further environmental review is required under the California Environmental Quality Act (CEQA) for Oasis Park Preschool;
2. Award the contract for the construction of Oasis Preschool to JPB Designs, Inc. in the amount of $1,967,000 plus a 10% contingency in the amount of $196,700; and
F. STAFF REPORTS (Cont.)

3. Authorize the General Manager to sign the Contract Completion Notice upon acceptance of the project.

17. SUBJECT: Authorize the Award of Contract for Lichtenberger Park and Pedersen Park Playground revitalizations – Contract #PC-21-002. (P. Mewton)

RECOMMENDATIONS:

1. Award the contract for the construction of Lichtenberger Park and Pedersen Park Playground revitalizations to Sierra Valley Construction, Inc. in the amount of $1,536,351.35 (base bid amount of $1,463,813.15, plus additive bid alternates A-C in the amount of $72,538) plus a 6.5% contingency in the amount of $99,863;
2. Authorize the additional funding allocation from Zone 1 Quimby Fees (Laguna) in the amount of $500,000; and
3. Authorize the General Manager to sign the Contract Completion Notice upon acceptance of the project.

G. BOARD OF DIRECTOR’S BUSINESS

18. Miscellaneous Reports
19. Meeting/Event Approval
20. Meeting/Event Reports

H. 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 Board Workshops or special meetings.

I. 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 website at www.yourcsd.com/boardagenda

Certificate of Posting of Agenda
I hereby declare that the foregoing Agenda for the June 16, 2021 Regular Meeting of the Cosumnes Community Services District Board of Directors was posted on June 11, 2021 at 8820 Elk Grove Blvd., Elk Grove, California, 95624, and was available for public review at that location.

Signed this 11th day of June, 2021
COSUMNES COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING – 6:30 PM
WEDNESDAY, JUNE 2, 2021
MINUTES

REGULAR BOARD MEETING – 6:30 PM

ATTENDANCE

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

General Manager Joshua Green, District Counsel Sigrid Asmundson, Fire Chief Felipe Rodriguez, Chief Administrative Officer Nitish Sharma, Administrator of Parks and Recreation Phil Lewis and Chief of Planning Design and Construction Paul Mewton, were also present.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Luttrell called the meeting to order at 6:35 p.m.
2. Marketing and Communications Craig Pattenaude, led the Pledge of Allegiance.
3. A moment of silence was observed in honor of Los Angeles County Fire Engineer Tory Carlon.

B. ANNOUNCEMENTS/PRESENTATION

None

C. COMMUNICATIONS FROM THE PUBLIC

None

D. CONSENT CALENDAR

4. Approve the May 19, 2021, Regular Board Meeting Minutes.
5. Approve Board Meetings Schedule for Fiscal Year 2021/2022.
7. Authorize Agreements for On-call Environmental Review Services.
8. Approve Agreement for Custodial Services for Parks and Other Facilities.

Director Albiani moved to approve consent items 4 through 8; seconded by Director. Vote was 4 yes and 0 noes.

E. PUBLIC HEARINGS

9. SUBJECT: Public Hearing to Approve Resolutions Levying Annual Assessment; Approve Final Engineer’s Reports for Fiscal Year 2021/2022.

RECOMMENDATIONS:

1. Open the public hearing and take testimony on the Fiscal Year 2021-2022 District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment; and
2. Approve Resolution No. 2021-33 approving Engineer’s Reports, ordering, confirming and levying the Fiscal Year 2021-2022 annual assessment within the boundaries of the District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment and its zones of benefit pursuant to Resolution of Intention.

Senior Management Analyst Rachele Manges reviewed the staff report.

President Luttrell opened the public hearing at 6:43 pm.

There were no comments from the public.

President Luttrell closed the public hearing at 6:43 pm.

After deliberating, Director Brewer moved to accept staff’s recommendation to approve Resolution No. 2021-33 approving Engineer’s Reports, ordering, confirming and levying the Fiscal Year 2021-2022 annual assessment within the boundaries of the District Wide Landscape and Lighting Assessment District, Camden Park Assessment District, Camden Estates & Camden Pointe Improvement District, Fallbrook/Park Lane/Britschgi Park Assessment District, Hampton Village Improvement District, Perry Ranch Improvement District, and Vista Creek Park Landscape and Lighting (L&L) Assessment and its zones of benefit pursuant to Resolution of Intention, seconded by Director Fuentes. Vote was 4 yes and 0 noes. The motion passed.


**RECOMMENDATIONS:**

1. Receive the Chief Administrative Officer’s report on the General Manager's biennial budget for Fiscal Years 2021-22 and 2022-23, and

2. Approve the emergency purchase order to reimburse the Department of Health Care Services for the over payment of the Ground Emergency Medical Transportation Program (GEMT) Medi-Cal payments totaling $123,665.11, and

3. Approve the biennial budget for Fiscal Year 2021-2022 and Fiscal Year 2022-23, including the efficiency packages as presented, incorporating position control amendments to the existing classification and salary schedules, and direct staff to finalize and print the budget.

General Manager Joshua Green gave a comprehensive overview of the budget. Chief Administrative Officer Nitish Sharma reviewed the staff report and gave a more in detailed budget presentation.

President Luttrell opened the public hearing at 7:12 pm.

There were no comments from the public.

President Luttrell closed the public hearing at 7:12 pm.

After deliberating, Director Brewer moved to accept staff’s recommendations to receive the Chief Administrative Officer’s report on the General Manager’s biennial budget for Fiscal Years 2021-22 and 2022-23, approve the emergency purchase order to reimburse
the Department of Health Care Services for the over payment of the Ground Emergency Medical Transportation Program (GEMT) Medi-Cal payments totaling $123,665.11, and approve the biennial budget for Fiscal Year 2021-2022 and Fiscal Year 2022-23, including the efficiency packages as presented, incorporating position control amendments to the existing classification and salary schedules, and direct staff to finalize and print the budget; seconded by Director Fuentes Vote was 4 yes and 0 noes. The motion passed.

F. STAFF REPORTS

None

G. BOARD OF DIRECTORS BUSINESS

13. Miscellaneous Reports

Fuentes:

This month marks the 4th anniversary of the creation of the Sacramento Regional Firefighter’s Diversity Work Group. Discussions often involve the topic of funding.

General Manager Joshua Green offered to have Fire Chief Rodriguez prepare a presentation to the Board reporting on the current efforts the District makes in this area. General Manager Green further explained that this may be an area in which the Strategic Initiative Funds made available to each Board member, and approved as part of the Biennial Budget might be of use. This fund use has to align with the District Strategic Plan and Initiatives.

Brewer:

The District held a 2 by 2 meeting with the City of Galt on May 20th. The City is working on a plan for the Galt Market Community Master Plan.

14. Meeting/Event Approval - none
15. Meeting/Event Report - none

H. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

Presentation by the Fire Department on the efforts made by the department in diversity, equity and inclusion.
Presentation by the City of Galt on the Galt Market Master Plan, in July or August.

President Luttrell asked the Board to approve these requests. Vote was 4 yes and 0 noes. Requests were approved.

I. ADJOURNMENT

President Luttrell adjourned the regular meeting at 7:45 pm.

Approved: ____________________________
Board President

Attest: ____________________________
Secretary to the Board
STAFF REPORT

DATE:       June 16, 2021
TO:         Board of Directors
FROM:       Joshua Green, General Manager
BY:         District Strategic Management Team
SUBJECT:    DISTRICT MONTHLY REPORT – MAY 2021

RECOMMENDATION
The Board of Directors (“Board”) receives and files the Cosumnes Community Services District (“District”) monthly report from May 2021.

BACKGROUND/ANALYSIS
Cosumnes Community Services District is a regional leader dedicated to providing superior emergency medical, fire protection, parks and recreation services to over 205,000 residents in a 157-square-mile area of south Sacramento County.

The District is dedicated to protecting the health and safety of our residents, maximizing the enjoyment of the natural environment, and providing gathering spaces, inclusive recreational programs and events to our growing and diverse community.

The District’s Board of Directors values safety and mitigating risk, securing financial sustainability, providing accountability and transparency, developing a high-quality workforce, delivering the highest levels of service, and ensuring diversity, equity, and access in all aspects of District work.

SAFETY AND MITIGATING RISK
We protect District employees, as well as mitigate risk and exposure of the District and public.

- Administered 94.75 hours of Administration training, 50.75 hours of Daily Training, 92.5 hours of Emergency Medical Services Continued Education training, 1607.5 hours of Monthly training, and 70.25 hours of Taskbook Completions, totaling 1,915.75 hours of training. (Fire Department/Training Division)
- Coordinated and facilitated a Trench Rescue course for departmental Rescue Technician training. (Fire Department/Special Operations Division)
- Prepared for the 2021 wildland training burns to be held at Franklin Field.
- Fourteen apparatus services and 83 other apparatus repairs were completed. (Fire Department/Fleet Maintenance Division)
- Engagement with COVID19 field response guide updates, patient monitoring, employee testing, employee contact tracing and supply chain disruptions. (Fire Department/EMS Division)
- Continue to assist Elk Grove Police Department in testing of Members exposed to COVID19. (Fire Department/EMS Division)
- Assisted with multiple vegetation and structure fires and served or assisted as the incident commander on multiple incidents. (Fire Department/ Operations Division)
- Personnel completed trainings on bloodbourne pathogen safety, proper playground inspections and reporting, and CPR training. (Parks/Operations)
FINANCIAL SUSTAINABILITY, ACCOUNTABILITY, AND TRANSPARENCY
We are an accountable, transparent, and stable Agency as we provide quality services through progressive innovations.

- Eight subpoenas and 1,357 Patient Care Reports were processed. Medical transports are trending to pre COVID19 numbers. (Fire Department/EMS Division)
- Secured $3,000 sponsorship for the Comedy Under the Stars series. (Office of the General Manager)
- Secured $2,250 in-kind donations of plants and landscape services for a rain garden at Baker Park. Donners included local partners Cornflower Farms Inc., Green Acres Nursery & Supply, and Procida Landscape Inc. (Office of the General Manager)
- Partnered with Laguna-Elk Grove Kiwanis to secure a $1,500 in-kind donation of supplies and services for the 2nd Annual Youth Magnet Fishing Derby at Elk Grove Park. (Parks Operations)
- Professional Auditing Services agreement was approved by the Board after a review of proposals and conducting interviews from an RFP process. (Administrative Services/Finance).
- The District's first biennial budget was finalized for stakeholder and Board review. (Administrative Services/Finance).

HIGH-QUALITY WORKFORCE
We develop and train a high-quality workforce with emphasis on professionalism, diversity, equity and inclusion, succession planning, competency, and organizational growth.

- Recruit Academy 2021-01 completed Firefighter Safety and survival as well as Rapid Intervention crew (RID) training. (Fire Department/Training Division)
- COVID19 testing numbers to date remain unchanged. There have been no new cases reported in the month of May. Cosumnes Fire Department has had 51 positive tests out of the 242. (Fire Department/EMS Division)
- EMS curriculum for Academy 2021-1 is ongoing. Policy and protocols testing, documentation standards, and CPR curriculum have been delivered or are ongoing. (Fire Department/EMS Division)
- Three Paramedic recerts were processed. (Fire Department/EMS Division)
- Three staff completed CPR and First Aid Training. (Parks/Recreation/Preschool)
- Celebrated Teacher Appreciation week on May 3-7. (Parks/Recreation/Preschool)
- Summer Camp personnel training and an All Staff meeting on May 22nd. Camp training consisted of policy review and procedures, expectations, and camp curriculum. The All Staff meeting focused on team building, updates for rehires, new hire onboarding and ended with a fun trivia competition. (Parks/Recreation/Sports)
- An All Staff training was held to prepare over 100 lifeguards for a busy summer. (Parks/Recreation/Aquatics)
- Ten District personnel attended the Leadership Elk Grove session “Community Partnership and Business Growth”. This session focused on increasing awareness of the non-profit agencies and business organizations currently serving Elk Grove and understanding how to align respective business as well as personal values with them. (District)
SERVICE TO THE COMMUNITY
We deliver the highest levels of service to the residents, visitors, and businesses within the District.

- Operations Crews arrived on scene of emergency calls in seven minutes and thirty-six seconds from the receipt of the dispatch by Sacramento Regional Fire/EMS Communications Center Systems (SRFECC), 90% of the time for the month of May. The Cosumnes Fire Department’s standard is six minutes from the time the call is received in SRFECC. (Fire Department/Operations Division)
- Completed 88 code compliance construction plan reviews. (Fire Department/Fire Prevention Bureau)
- High Priority:
  - Completed 10 state-mandated inspections this month, to date we have completed 40% of the annual required inspections. (Fire Department/Fire Prevention Bureau)
- Medium Priority
  - Completed seven annual assembly inspections this month, to date we have completed 13% of the goal number of inspections. (Fire Department/Fire Prevention Bureau)
- Conducted six fire investigations and made two arrests, responded to one fire suppression and one public complaint regarding code enforcement issues, and performed eight virtual car seat inspections. (Fire Department/Fire Prevention Bureau)
- Provided fire and life safety information through social media and reached over 21,544 community members. (Fire Department/Fire Prevention Bureau)
- In conjunction with Sacramento County Public Health, eight facilities were visited and 600 COVID19 tests were conducted. In addition to testing, personnel began vaccinations in the unhoused, elder care and migrant farm worker populations and participated in Shot Clinics. (Fire Department/EMS Division)
- Administration of COVID19 vaccines in partnership with Sacramento County Public Health continues. The EMS Division remains as a distribution point and storage location for the COVID19 Vaccine. (Fire Department/EMS Division)
- CPR was taught to 70 Members of Cosumnes Community Services District Parks and Recreation and Administration Services. In addition, CPR re-certification was conducted for the Courtland Fire Department. (Fire Department/EMS Division)
- 6,590 doses of vaccines were administered from the Cosumnes Fire Department POD. 16,585 doses of vaccine were distributed to Sacramento County agencies in total from the Cosumnes Fire Department distribution location. (Fire Department/EMS Division)
- Chaired the Sacramento County Operations Chiefs meeting. (Fire Department/Operations Division)
- Assisted the Davis Fire Department with proctoring Captain testing, drills and exercises. (Fire Department/Operations Division)
- Sacramento County Chiefs met with Sacramento Regional Fire/EMS Communications Center (SRFECC) to evaluate Dispatch practices. (Fire Department/Operations Division)
- Cosumnes Fire Department Chief Officers in conjunction with local county agency Operations Chief Officers made preparations for the 4th of July as well as wildland fire season. (Fire Department/Operations and Administration Divisions)
- Attended and participated in the SRF ECC Board meeting. (Fire Department/Operations Division)
- Met with Cal Fire and local fire agencies to discuss collaborations and communications for wildland fire season. (Fire Department)
- Preschoolers participated in Water Safety Presentations hosted by Aquatics Department. (Parks/Recreation/Preschool)
- The Adult Softball league completed the Spring Season with games on Monday, Wednesday, Thursday, and Friday nights. A total of 58 teams registered and playoffs will end the first week of June. The T-Ball league began the first week of May receiving 454 participants. Practices are held every Tuesday, Wednesday, and Thursday with games on Saturdays. (Parks/Recreation/Sports)
- Assisted with the Elk Grove Chamber of Commerce Business Walk, a two day event, to check in and discuss the health of the Elk Grove business community. (Office of the General Manager)
- Conducted outreach for a “Help Name Future Parks campaign,” asking the public to submit nominations from April 20, 2021, through May 24, 2021, for two new parks in Elk Grove. Marketing included a press release, Social Media, District website, Newsflash CSD News, Parks & Recreation Newsletter, fliers at the Thursday Neighbor Good Markets District booth, and emailed applications to all past nominators. Nine completed nominations were received. Staff is reviewing nominations and preparing documents to present to the Park Naming Committee for review. (Office of the General Manager/Communications)
- In partnership with the City of Elk Grove, hosted the first ever Drive Thru Big Truck Day in Elk Grove Park, with an estimated 2,000 people coming through the park. (Recreation/Partnerships)
- Food in the Hood 916 food truck events continue to operate every Friday at Rau and Nottoli Parks as well as one Sunday brunch a month at Rau Park. (Recreation/Partnerships)
- Maintenance was performed throughout the District, including: the installation of a new dinosaur playground feature at Lewis Park; installation of a new basketball rim at Rau Park; the installation of shade sail at Betschart Park; the planting of 41 trees to replace trees that had died; the installation of landscape bark in streetscapes throughout Benefit Zones 1 and 13, the installation of mulch at the Laguna Town Hall and Lichtenberger Rose Gardens; and the application of turf fertilizer throughout Elk Grove Park. (Parks/Operations)
- Park Ranger Personnel worked closely with Elk Grove Police Department to assist individuals experiencing homelessness. (Parks/Operations)
- Hosted two volunteer event: The 2nd Annual Youth Magnet Fishing Derby at Elk Grove Park held on May 20th. With the support of Laguna-Elk Grove Kiwanis, this event was free to the public, with 50 youth participants. Over 12lbs of metal, plastic and wood debris was removed from Elk Grove Park Lake; and on May 8, ten volunteers planted a rain garden at Baker Park. Plants and mulch were installed to create a new piece of green infrastructure that will help keep pollutants out of the Laguna Creek Watershed. The project was completed with the support of National Recreation Park Association, the Local Government Commission, Urban Rain Design, UC Davis, Green Acres, Ewing and Procida Landscape. (Parks/Operations)
DIVERSITY, EQUITY & ACCESS
We ensure diversity, equity, and inclusion in all aspects of District work.

- Hosted the Swim Lesson Academy. This two week training is unique in that it allows the District to offer free mini swim lessons to our community while preparing our swim lesson instructors. (Parks/Recreation/Aquatics)
Administrative Services Department
April 2021 Department Report

Our Mission
The Cosumnes CSD is dedicated to enhancing the quality of life of the residents, businesses, visitors, and employees within our diverse community by protecting lives, property, and the environment through superior fire suppression, emergency medical services, fire prevention, and special operations response; and by providing parks and recreation services through well maintained parks and recreational opportunities for health, wellness, and social interactions.

Our Vision
Be an innovative, inclusive, and intentional, regional leader committed to providing exceptional services that exceed expectations and enhance the quality of life of those we serve.
Fire Department
May 2021 Department Report

**Monthly Incidents**

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<thead>
<tr>
<th>Category</th>
<th>Count</th>
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<tbody>
<tr>
<td>Total Monthly Incidents</td>
<td>1,935</td>
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<tr>
<td>(1,512 Year Prior)</td>
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</tr>
<tr>
<td>Fire</td>
<td>97</td>
</tr>
<tr>
<td>Explosion</td>
<td>1</td>
</tr>
<tr>
<td>Hazardous Condition</td>
<td>17</td>
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<tr>
<td>Good Intent</td>
<td>190</td>
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<tr>
<td>False Alarm</td>
<td>77</td>
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<tr>
<td>Severe Weather &amp; Natural Disaster</td>
<td>2</td>
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<tr>
<td>Other</td>
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**Responding Units**

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<td>Total Responding Units</td>
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<td>(2,754 Year Prior)</td>
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<td>Average Commitment Time</td>
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<tr>
<td>Alarm to Arrival Emergent Only</td>
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<td>90th Percentile Standard is 6:00</td>
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**Unit Hour Utilization**

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<th>Percentage</th>
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<td>Medic 74</td>
<td>40%</td>
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<tr>
<td>Medic 76</td>
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**Public Education**

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<tr>
<td>Virtual Car Seat Inspections</td>
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<tr>
<td>People Reached via Social Media</td>
<td>21,544</td>
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<tr>
<td>Virtual Site Visits</td>
<td>1</td>
</tr>
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**Call Volume by Day of Week**

- **Sun**: 283
- **Mon**: 320
- **Tues**: 262
- **Wed**: 233
- ** Thur**: 251
- **Fri**: 271
- **Sat**: 315

**Total Property Saved** (est. of value)

$3,590,571

**Total Loss for the Month**

$985,750

**Our Mission**
The men and women of the Cosumnes Fire Department strive to exceed expectations at all times.

**Our Vision**
Committed to providing extraordinary service through prevention, preparedness, and emergency response.
Parks and Recreation Department

May 2021 Department Report

Customer Service

430
Park Maintenance Hotline Calls and Emails

Participation

Participation Attendance at Programs, Events, and Rentals

<table>
<thead>
<tr>
<th>Activity</th>
<th>WCAC</th>
<th>EGAC</th>
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<tbody>
<tr>
<td>Rec. Swim</td>
<td>708</td>
<td>779</td>
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<tr>
<td>Rec. Swim for Fitness</td>
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<td>1,072</td>
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<tr>
<td>Swim for Fitness</td>
<td>259</td>
<td>1,072</td>
</tr>
</tbody>
</table>

1 Co-sponsored Event with the City of Elk Grove

Asset Maintenance

157
Tree Maint. Work Orders

253
Other Maint. Work Orders

Golf Course

297 Golf Lessons Purchased

4,952 Rounds of Golf Played

596,190 Range Balls Sold

Rentals

1,845 Church • 14 Co-Sponsor

2,657 Field • 510 Gym

360 Pool • 151 Meeting Room

3,640 Picnic Rental

Volunteer

532 Volunteer Hours

532 Golf Course

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.
RECOMMENDATION

The Board of Directors:

- Authorizes the General Manager to execute a one (1) year agreement, with the option to extend the agreement for two (2) additional twelve (12) month periods with Townsend Public Affairs (TPA), for $60,000 per year for grant writing and state and federal legislative advocacy services.

BACKGROUND

The Cosumnes Community Services District (District) has contracted for grant writing services over the past four years, the most recent agreement ended in October 2020. The scope of services of the agreement did not include legislative advocacy services.

Collaborating with previous grant writing firms, the District applied for 14 grants, since 2019, and was awarded the seven (7) grants listed below, totaling $9,207,945.

<table>
<thead>
<tr>
<th>Year</th>
<th>Grant Title</th>
<th>Amount Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>SAFER</td>
<td>$7,126,891</td>
</tr>
<tr>
<td>2020</td>
<td>FEMA AFG-S</td>
<td>$57,363</td>
</tr>
<tr>
<td>2020</td>
<td>Walmart (3 grants)</td>
<td>$6,500</td>
</tr>
<tr>
<td>2020</td>
<td>Firefighters Charitable Foundation</td>
<td>$300</td>
</tr>
<tr>
<td>2019</td>
<td>SHSGP 2018 (shared with 3 other Regional Fire Departments)</td>
<td>$70,000</td>
</tr>
<tr>
<td>2017</td>
<td>SAFER</td>
<td>$1,947,191</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$9,208,245</td>
</tr>
</tbody>
</table>

ANALYSIS

Grants:

In March 2021, Fire Department and District Administrative personnel collaborated to post a Request for Qualifications for organizations providing both grant writing ("grants") and state and federal legislative advocacy services ("advocacy services"). Three proposals were received. A
selection committee of Fire and Administrative Services personnel reviewed proposals and unanimously selected Townsend Public Affairs as the most responsive bidder.

Townsend Public Affairs will provide grant services including, but not limited to, working with staff to create a strategic funding plan, research and identifying grant opportunities, writing persuasive grant applications, post-grant advocacy, post-award grant administration and compliance, and comprehensive follow-up on unsuccessful applications.

**Advocacy:**

Townsend Public Affairs will provide advocacy services including, but not limited to working with the District to develop a legislative strategy, implement the legislative strategy, build relevant relationships and leverage existing relationships, coordinate advocacy trips, track legislation; craft testimony and position letters, draft bill language, provide progress reports; and prepare and file lobbying disclosure reports.

**About Townsend Public Affairs:**

In addition to providing the most responsive proposal, TPA shares the District’s commitment to diversity and inclusivity. TPA continues to develop policies and procedures that promote diversity and inclusivity within their firm; they partner with clients who prioritize their commitment to diversity and inclusion; they provide access to professional development resources to all employees; and their hiring process aims to recruit a diverse workforce. Their promise is to “engage in continued education, ensuring that our diversity and inclusiveness program serves the best interest of our employees and the agencies we serve.”

**FINANCIAL ANALYSIS**

Grant and advocacy services will benefit the entire District and will be funded through general funds.

**SUSTAINABILITY ANALYSIS**

There is no environmental impact related to the grant writing and state and federal legislative advocacy services project.

Respectfully submitted,

Felipe Rodríguez
Fire Chief

Attachment: A – Professional Services Agreement
B – Townsend Public Affairs Proposal (Link to file)

Staff Report recommendation authorized by:  Approved as to Form:

General Manager  General Counsel
Attachment A

Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 20 day of June 2021 (the “Agreement Date”) by and between:

1. PARTIES

1.1 District:

Name: Cosumnes Community Services District (“District”)
Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624
Phone: (916) 405-7150 Fax: (916) 685-5216
Representatives: Joshua Green, General Manager

1.2 Contractor:

Name: Townsend Public Affairs
Address: 925 L Street, Suite 1404, Sacramento, CA 95814
Phone: 949-399-9050
Representative: Christopher Townsend, President

2. PROJECT NAMES (THE “PROJECT”)

2.1 Project Name: Grant Writing and State and Federal Legislative Advocacy

2.2 District may bring forth additional Projects to Contractor as necessary. For each additional Project, a separate Attachment shall be prepared in accordance with the provisions of this Agreement and shall be incorporated in written amendments to this Agreement.

3. DESCRIPTION OF WORK

3.1 Contractor shall render the services described in Request for Qualifications (hereinafter, the “Services”) in accordance with this Agreement. Contractor may, with written approval of the District, and at any stage, engage subcontractors to perform all or any part of the Services. District and Contractor, by written amendment to this Agreement, may from time to time make changes to the
2

description of the Services. All Services shall be performed pursuant to the terms and conditions of this Agreement. A timeline for completion of the Services as outlined in each Attachment A shall be mutually agreed upon by Contractor and District and appropriately documented in writing.

3.2 Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall commence performance, and shall complete all required services no later than the dates set forth in Attachment A. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due. Contractor shall not be responsible for any delays caused by reviews, approvals or revisions performed by the District, or any other governmental entity. If delays are caused by the District, or any other governmental entity, the proposed schedule under Attachment A will be extended accordingly.

3.3 All attachments referred to in this Agreement are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

3.4 The initial term of this contract is twelve (12) months. The District reserves the option to extend the agreement for up to two (2) additional twelve (12) month periods upon the same terms and conditions as provided in the Professional Services Agreement.

3.5 District’s Right to Employ Other Consultants. District reserves its right to employ other consultants, including engineers and design professionals, in connection with this Project, or other projects, or for District employees to conduct any work in connection with this Project or other projects. This includes, without limitation, work that is the same or substantially similar to the work set forth in the Request for Qualifications.

4. COMPENSATION

4.1 Charges for the Services rendered will be made in accordance with the Contract Price indicated in Contractor Proposal. Payment is due within thirty (30) days of District’s receipt of an itemized invoice which indicates work completed and hours of Services rendered under this Agreement.

4.2 The Compensation payable to Consultant for the current scope of services performed in accordance with this Agreement shall not exceed $60,000 per year, unless by written amendment to this Agreement.
5. **REPRESENTATIVES**

Each party shall designate a representative in the space provided above who is authorized to act on behalf of that party and receive notices under this Agreement.

6. **NOTICES**

Any notices, consents and approvals as required to be given hereunder shall be given in writing by registered mail or certified mail, postage prepaid, return receipt requested. Notices shall be considered given when mailed. Notices shall be addressed as follows:

**District:** Cosumnes Community Services District  
8820 Elk Grove Blvd.  
Elk Grove, CA  95624  
Tel: (916) 405-7100   Fax: (916) 685-6622  
Attention: Nitish Sharma  
Chief Administrative Officer

**Contractor:** Townsend Public Affairs, Inc.  
925 L Street, Suite 1404  
Sacramento, CA  95814  
Tel: _________________________  
Attention: ____________________

7. **CONTRACTOR’S RESPONSIBILITIES**

7.1. By this Agreement and through Services listed in Attachment A, Contractor acknowledges that it has gathered and examined information related to the requirements of this Project. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement will be accepted as a result of failure or omission on the part of Contractor to fulfill, in every respect, all of the requirements.

7.2. In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of District. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.
7.3 The Services performed by Contractor shall be subject to the inspection and the review of District at all times, but such inspection and review shall not relieve Contractor from its responsibility for the proper performance of the Services.

7.4 Contractor shall perform the Services according to the professional standards of the industry and to the satisfaction of the District. All reports and documents produced and submitted by Contractor pursuant to this Agreement must meet with and shall be made to the District’s satisfaction.

8. TERMINATION OF CONTRACT

8.1 In the event of Contractor’s failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by notifying Contractor by certified mail, pursuant to Section 6 of this Agreement of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Contractor’s possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

8.2 This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days’ written notice to the other party. Prior to the thirtieth (30th) day following the giving of notice, Contractor shall: (a) assemble the completed work product to date and put same in order for proper filing and closing, and deliver said product to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

9. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

10. INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, contractors,
and contractors arising out of or in connection with the performance of the Contractor’s Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

11. DOCUMENTS

The documents, drawings, specifications and estimates prepared by Contractor, or Contractor’s subcontractors for this Project, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Contractor in the event such documents are reused. In the event that Contractor’s documents are subsequently reused or modified in any material respect without prior written consent of Contractor, District agrees to indemnify Contractor from any claims advanced on account of said reuse or modification. All Documents & Data are confidential, and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

12. FORCE MAJEURE

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and enforced in accordance with the laws of California and venue shall be in Sacramento County.

14. DISPUTES

If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:
14.1 Initial Resolution Effort

(a) The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute and forward a copy of the dispute document to the other party.

(b) Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party’s position and recommended method of resolving the dispute.

(c) The Fire Chief shall represent the District in this process.

14.2 If the dispute is not resolved in accordance with Section 14.1, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.

14.3 If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

15. ATTORNEYS’ FEES

In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney’s fees and expert’s fees, whether incurred through formal legal proceedings or otherwise.

16. ASSIGNMENT AND SUCCESSORS

Neither District nor Contractor shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any party hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

17. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between District and Contractor relating to the Project and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Contractor.

18. SEVERABILITY
If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

19. SUBCONTRACTING

Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

20. SIGNATURE AUTHORITY

The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

21. APPROVAL OF LEGISLATIVE BODY

This Agreement shall not be binding upon District until District’s Board of Director’s, or its designee, has approved all the terms and conditions contained herein.

District shall implement this Agreement through its General Manager. The General Manager is hereby authorized by District to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of District, issue approvals, interpretations or waivers and enter into certain amendments to this Agreement on behalf of District to the extent that any such action(s) does/do not increase the monetary obligations of District by more than Fifty Thousand Dollars ($50,000) in the aggregate. All other actions shall require the consideration and approval of the District Board of Directors, unless expressly provided otherwise by action of the District Board of Directors. Nothing in this Section 21 shall restrict the submission to the District Board of Directors of any matter within the General Manager’s authorization under this Section 21, in the General Manager’s sole and absolute discretion, to obtain the District Board of Director’s express and specific authorization on such matter. The specific intent of this Section 21 is to authorize certain actions on behalf of District by the General Manager, but not to require that such actions be taken by the General Manager without consideration by the District Board of Directors.

23. INSURANCE

23.1 Contractor shall obtain, and during the term of this Agreement shall maintain, policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than One Million Dollars ($1,000,000) for each occurrence, and shall be endorsed with the following language:
(a) The District’s officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the acts and omissions by or on behalf of the Contractor.

(b) The policy shall be considered primary insurance as respects the District and District’s officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insurance retention the District may have, shall be considered excess insurance only and shall not contribute with it.

(c) The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(d) The insured waives all rights of subrogation against the District and District’s officers, officials, employees, agents, and volunteers.

(e) Any failure to comply with report provisions of the policy shall not affect coverage provided to the District and District’s officers, officials, employees, agents, and volunteers.

(f) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by the District.

23.2 Contractor shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

(a) Be from an insurance company authorized to be in business in the State of California;

(b) Be in an insurable amount of not less than One Million Dollars ($1,000,000) for each occurrence/aggregate; and

(c) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be cancelled, terminated, or allowed to expire without thirty (30) days prior written notice to the District from the insurance company.

23.3 Before Contractor shall employ any person or persons in the performance of this Agreement, Contractor shall procure a policy of Worker’s Compensation Insurance as required by the Labor Code of the State of California.

23.4 Prior to the commencement of work under this Agreement, Contractor shall furnish to the District proof of the insurance required in this Section.
23.5 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

23.6 Contractor shall provide certificates of insurance with original endorsements to District, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

24. COMPLIANCE WITH FEDERAL AND STATE LABOR LAWS

24.1 Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors, and Contractor’s that are included in this Agreement.

24.2 Contractor is hereby made aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Agreement involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Proposer agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. The successful Contractor shall defend, indemnify, and hold the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

Pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and their respective subcontractors must be registered with the Department of Industrial Relations prior to bidding on or executing a contract to perform public works. By bidding on or entering into a contract with the District, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall
further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are timely registered for the duration of the Agreement.

24.3 By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

25. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

26. CONFLICT OF INTEREST

No person who is a director, officer, partner, trustee, (including its employees, agents, or and subcontractors) of the Contractor shall maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, et seq.) and other laws relating to conflicts of interest, including: (a) Contractor shall not make or participate in a decision made by the District, or any board or commission thereof, if it is reasonably foreseeable that the decision will may have a material effect on Contractor’s economic interest, and (b) if required by law, any source of income, investment or interest in real property of that person or Contractor. Contractor agrees to file with the District in a timely manner, those financial disclosure forms as required by the Political Reform Act. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act and other laws relating to conflict of interest. Contractor shall file financial disclosure forms with the District. If Contractor maintains or acquires a conflicting interest, any contract with the District (including this Agreement) involving Contractor’s conflicting interest may be terminated by the District.

27. INTERPRETATION

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party.

28. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.
The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above:

FOR THE COSUMNES COMMUNITY SERVICES DISTRICT

By: ______________________________

Its: ______________________________

Date: ____________________________

FOR TOWNSEND PUBLIC AFFAIRS

By: ______________________________

Its: ______________________________

Date: ____________________________

Joshua Green
Christopher Townsend
Attachement B

Townsend Proposal
STAFF REPORT

DATE:       June 19, 2021
TO:         Board of Directors
FROM:       Joshua Green, General Manager
BY:         Carolyn Baptista, interim Financial Controller

SUBJECT:    APPROVAL OF DISTRICT POLICIES

RECOMMENDATION

The Board of Directors adopts Resolution No. 2021-34 (Attachment A) approving various Board and District policies.

BACKGROUND/ANALYSIS

Throughout this year staff have been reviewing and restructuring policies and procedures per the application and process outlined in Board Policy #1000, Adoption and Amendment of Policies. The District’s new policy structure categorizes policies into six sections, each defining the policy type (Board, District, Department), approval level, and subject matter. 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.

Before policies are presented to the Board for approval, they are taken through a comprehensive review process which includes the opportunity for staff to provide updates as required to improve effectiveness or clarity. Included as Attachment A are the newly created and/or updated policies. These policies have been through the review process and are now ready for adoption.

It is the recommendation for the Board to adopt Resolution 2021-34 approving the Board and District policies listed below:

- 2155  Fee Modifications
- 2175  Grant Management, Contributions and Donations
- 2463  Vehicle Accidents
- 3160  Performance Evaluations

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,

[Signature]
Joshua Green
General Manager

Attachment A: Resolution 2021-34 Adopting District Policies

Staff Report recommendation authorized by:  Approved as to Form:

[Signature]
General Manager

[Signature]
General Counsel
Attachment A
RESOLUTION NO. 2021-34

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
ADOPTING VARIOUS DISTRICT POLICIES

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 that 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:

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, the Board will 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, THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DOES HERBY RESOLVE AS FOLLOWS:

Section 1. Item of Section. The Board of Directors hereby adopts various Board and District Policies set forth in Exhibit “A” incorporated herein.

Section 2. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 3. Necessary Acts. The General Manager or designee is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediate upon its adoption.
PASSED AND ADOPTED by the Board of Directors of the Cosumnes Community Services District, this 19th day of June 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Jim Luttrell, President

ATTEST:

______________________________
Joshua Green, Secretary
RESOLUTION NO. 2021-34

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COSUMNES COMMUNITY SERVICES DISTRICT
ADOPTING VARIOUS DISTRICT POLICIES

EXHIBIT “A”

- 2155 Fee Modifications
- 2175 Grant Management, Contributions and Donations
- 2463 Vehicle Accidents
- 3160 Performance Evaluations
FEE MODIFICATIONS

Policy #  2155
Original Effective Date:  6/16/2021
Revision Date:  
Type of Policy:  ☒ BOARD  ☒ DISTRICT  ☐ FIRE  ☐ PARKS

POLICY

2155.1 The Cosumnes Community Services District ("District") Board of Directors adopts a Book of Fees to establish various fees imposed by the District including, without limitation, user fees, fees for service, administrative fees, and development impact fees.

PURPOSE AND SCOPE

2155.2 The purpose of this policy is to establish guidelines to be used to evaluate requests for Fee Modifications and to implement a structure and process through which consistent information for Fee Modification requests will be collected and evaluated.

Fee Modifications are an expense on the District’s General Fund. Fees are established to pay for a District expense. When a Fee Modification is granted, the General Fund must make up for the amount lost by the Fee Modification. The Board declares that a Fee Modification adopted in accordance with this policy constitutes a public purpose in accordance with the District Values of Service to the Community and Diversity, Equity & Access, as outlined in the 2021 District Strategic Plan. Fee Modifications must also be in line with the District Value of Financial Responsibility and, as such, may only be approved by the General Manager or their designee.

The Book of Fees may be amended from time to time by Board resolution. Per Resolution No. 2021-23, the District may delay, waive, reduce, or agree to a payment plan (collectively, “Fee Modification”) the fees set forth in the Book of Fees per this Policy.

2155.3 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

2155.4 Definitions:

a. Administrative Fees: Fees for administrative services of the District. Fees listed in Section 1 of the Book of Fees are examples of administrative fees.

b. Book of Fees: The Book of Fees adopted by the Board of Directors on May 19, 2021, as amended from time to time, which sets forth the fees of the District.
c. Development Impact Fee: A fee approved as part of a public facility financing plan for new park or fire facility construction needed as a result of new residential or commercial growth within the community, in accordance with Government Code Section 66000 et seq. Park Impact Fees and Fire Impact Fees are examples of Development Impact Fees.

d. Fees for Service: A fee charged for specific services. Ambulance transport fees and plan review fees are examples of fees for service.

e. Quimby Fees: Fees paid by developers to provide park and recreational facilities, in accordance with Government Code Section 66477 and Elk Grove City Code Chapter 22.40.

f. User Fees: A fee charged for the use of a product, service, or facility. Recreation program fees and facility rental fees are examples of user fees.

2155.5 Authority. The General Manager or their designee may grant a Fee Modification to applicants that meet the requirements of this policy. An applicant may appeal the decision in accordance with Section 2155.11.

2155.6 Fee Modification Application. An applicant, or applicant’s legal representative, may submit an application with adequate supporting documentation to the District Financial Controller for review and consideration.

a. The application form shall be on a form prescribed by the General Manager or their designee.

b. The Financial Controller or their designee will use reasonable research methods to confirm the validity of the information provided.

c. Upon completion of the application review process, the Financial Controller or their designee will notify applicant.

2155.7 Financial Hardship. Applicants must demonstrate a financial hardship to receive a Financial Hardship Fee Modification. Financial hardship may be demonstrated through tax returns, high medical bills, or other official documentation by a government or health care organization that indicates income at or below the federal poverty level or bankruptcy. Only Administrative Fees and Fees for Service shall be eligible for a financial hardship Fee Modification.

2155.8 Fee Modification by Partner Agencies. The District may approve a Fee Modification for any applicant that submits the same request to public agency having land use authority (City of Elk Grove, City of Galt, or County of Sacramento) (“Local Agency”). Fee Modifications shall be subject to satisfaction of the following conditions:

a. The project is located within the District’s boundaries.
b. The project shall have undergone all required environmental review and shall be in compliance with all requirements established by the environmental document prepared for the project.

c. All conditions of approval, as applicable at the time of permit issuance, shall have been met.

d. All payments of taxes and assessments on the property on which the project is located shall be current.

e. The Applicant shall have no unpaid balances due to the District for the project or any other project or purpose.

f. The Applicant and/or his, her, or its partners and affiliates on the project shall have been deemed by the District to present a low risk of non-payment of fees or costs.

g. All fees imposed by the Local Agency shall have either been paid or deferred by the Local Agency.

h. This shall only apply to Development Impact Fees and Quimby Fees.

As an alternative to the conditions set forth above, the Board may, by resolution, execute an agreement with an application submitted directly to the District, upon a determination that the individual applicant has met the conditions set forth in subdivisions (a) through (h) above, the applicant is the intended or current occupant of the property, the applicant meets or substantially complies with the Local Agency Fee Deferral Program or, if there is none, with the Local Agency Fee Deferral Program for the City of Elk Grove, and that such an agreement is in the best interest of the public health, safety and welfare. The General Manager or their designee is authorized to negotiate the terms and conditions of such an agreement.

2155.9 **Customer Service Fee Modification.** User Fees may be subject to a Fee Modification in accordance with the District’s Value of Service to the Community to ensure that the District is providing top customer service to residents and participants. Fee Modifications in accordance with this Section may include, without limitation, BOGO deals, credit or reimbursement of User Fees to a dissatisfied customer, or an employee discount not to exceed 10% which applies to all District employees equally. Only User Fees shall be eligible for a customer service Fee Modification.

2155.10 **Fee Modification for Fire Fees for Service.** A Fee Modification may be granted for EMS Fees under the following circumstances:

a. The call for service did not require response by Fire Department apparatus including an ambulance, engine company, or truck company.

b. Treatment or care provided to the applicant was at a lower level than the defined levels of Advance Life Support (ALS) and Basic Life Support (BLS) service.
c. The applicant responded to the scene of the accident as a good Samaritan.

d. The applicant did not initiate the call for service and the applicant refused care.

2155.11 Fee Modification Appeal.

a. All appeals of Fee Modifications must be submitted in writing to the General Manager or their designee. Appeals must be on a District form, if applicable, and include the following information:

1. The applicant's name

2. Mailing address

3. Parcel number (for property related services and fees)

4. The reason for such appeal (fee rate, methodology for calculating fees, parcel acreage, EDU assigned, zoning classification of the parcel, use code, etc.)

b. The General Manager, or designee, shall review all appeals for completeness and then assign to the appropriate staff member to follow up on the appeal.

c. The assigned staff member shall prepare a report recommending the approval or denial, in whole or in part, of the appeal, and submit the report to the General Manager for review and determination. If the General Manager approves the appeal, no further action is required. If the General Manager denies the appeal, the appeal shall be submitted to the Board of Directors for review and determination.

d. Written notice is to be given to the applicant specifying the date, time, and place of the Board’s review of their request. The notice shall include staff's recommendation to the Board.

e. The Board of Directors may approve the Fee Modification if it finds that the Fee Modification serves a public purpose. The decision of the Board shall be final for all purposes.

REFERENCES

2155.12 California Government Code Sections 61123

2155.13 Mitigation Fee Action (codified as Government Code Section 66000 et seq.)

2155.14 California Health and Safety Code Section 13919
GRANT MANAGEMENT, CONTRIBUTIONS, AND DONATIONS

Policy # 2175
Original Effective Date: TBD
Revision Date:
Type of Policy: ☒ BOARD ☐ DISTRICT ☐ FIRE ☐ PARKS

POLICY

2175.1 The Cosumnes Community Services District ("District") will follow guidelines for financial management and internal controls when applying for and accepting grant awards.

PURPOSE AND SCOPE

2175.2 The purpose of this policy is to establish a standard set of guidelines for staff to follow when applying for or accepting grant awards. Federal grants have specific guidelines set forth by the Federal Office of Management and Budget Administrative Requirements, Cost Principles, and audit requirements pursuant to the Federal Uniform Guidance and 2 CFR 200 of the Federal Compliance Supplement.

2175.3 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

2175.4 Definitions:


b. Federal Grantee: a non-Federal agency that has received a Federal grant either directly from the Federal Government or as a pass-through grantee with grant funds coming through the State, other local government, or any other properly authorized entity.

2175.5 Grant Oversight

a. Oversight authority for grants management and all compliance is the responsibility of the Department’s Senior Leadership Team member where the Federal grant is being conducted. The Chief Administrative Officer or designee is the general oversight of the grants/contributions.
2175.6 Federal Grant Activities Allowed/Unallowed and Allowable Costs/Cost Principles

a. The requirements for activities allowed or unallowed under any Federal grant award are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

b. The requirements for allowable costs/cost principles are contained in 2 CFR 200 Subpart E, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for the development and submission of indirect cost rate proposals and cost allocation plans (CAPs) are contained in 2 CFR part 200 Appendix X.

c. In order to ensure compliance with these requirements, the District has implemented the following policies and procedures:

1. All grant expenditures will be in compliance with Uniform Guidance, State law, and District policy. The provisions of the grant award agreement will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary as defined by 2 CFR 200.404 “Reasonable Costs” for the administration of the program.

2. The Department Head, or their designee, responsible for program compliance related to the Federal grant must have a strong working knowledge of Subpart E– Cost Principles of the Code of Federal Regulations (CFR) prior to and for the duration the District is in receipt of the Federal grant funding.

3. Grant expenditures will be approved according to the thresholds defined in District Policy, Purchasing (2112). All bills or invoices must be received and approved as defined by District Policy, Accounts Payable (2110). Accounts payable disbursements will not be processed for payment until necessary approval has been obtained.

4. Payroll costs will be documented in accordance with Uniform Guidance utilizing timesheets and any other payroll records being approved by the Finance Division and approved by the Chief Administrative Officer or designee.

5. The District can charge indirect costs to federal grants, if permitted, in various ways such as (1) the federally negotiated indirect cost rate (if one exists), (2) through the Central Services Cost Allocation Plan as prepared in accordance with 2 CFR Part 225, (3) the de minimis rate of 10 percent, or (4) through the District’s approved indirect cost rates, if accepted by the grant award. These costs will be charged on a systematic and rational basis.
6. For grants that are not expenditure reimbursement based, such as grants that reimburse on a “per unit basis” i.e. number of meals served, number of miles driven, etc., the Department participating in such a grant is still required to document costs related to the grant. In addition, program related data should be maintained at the Department level to support the number of units provided to support the amount of the grant reimbursement.

7. The District must conduct a Single Audit when more than $750,000 of funds are received from federal grant(s) within a Fiscal Year.

2175.7 Federal Grant Cash Management

   a. The requirements for cash management are contained in 2 CFR §200.305, program legislation, Federal awarding agency regulations, and the terms and conditions of the grant award.

   b. In order to ensure compliance with these requirements, the District has implemented the following policies and procedures:

      1. All of the District’s Federal grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.

      2. Grant reimbursements will be initiated by the Department overseeing the grant, where the determination will be made as to the appropriate reimbursement amount to request. Documentation of how this amount was determined will be agreed to by the Department Head where the grant funds are being expended. The Department Head shall provide copies of said documentation to the Finance Division for retention for audit purposes.

      3. Each reimbursement request will be reviewed/approved by the Department Head of the department where the grant funds are being expended. This request will be signed, as required, and the request will be transmitted as required to the applicable funding source for reimbursement.

2175.8 Federal Grant Allowable Costs/Cost Principles

   a. For Federal grants where compensation and fringe benefits are allowable costs to be charged to a specific grant, the District will assure these types of charges are in compliance with OMB Guidance, 2 CFR 200; §200.430 and §200.431. In general, compensation charged to Federal grants will be for personal services including all remuneration paid for services an employee rendered during the period of performance under the Federal Award. All compensation and fringe benefits that are charged must be reasonable for the services rendered and will conform to the established written policies of the District. These charges will be consistently applied for both Federal and non-Federal activities and will meet the requirements of Federal statute, where applicable.
b. Charges to Federal awards for compensation and fringe benefits must be based on records that accurately reflect the work performed. These records will be supported by the District’s system of internal control which provides reasonable assurance that the charges are accurate, allowable, properly allocated, and incorporated into the official records of the District. The records will reasonably reflect the total activity for which the employee is compensated by the District not to exceed 100% of compensated activities. These records will also comply with the established accounting policies and practices of the District and support the allocation of the employee’s compensation and fringe benefits among specific activities or cost objectives if the employee works on multiple Federal Awards.

c. For further clarification of the requirements the District will comply with 2 CFR 200; §200.430 and §200.431.

2175.9 Records Retention

a. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

REFERENCES

2175.10 District Policy, Treasury Management (2100)

2175.11 District Policy, Purchasing (2112)

2175.12 District Policy, Records Retention (2310)
VEHICLE ACCIDENT

Policy #  2463
Original Effective Date: TBD
Revision Date:
Type of Policy: ☐ BOARD  ☒ DISTRICT  ☐ FIRE  ☐ PARKS

POLICY

2463.1 Cosumnes Community Services District ("District") will investigate all District traffic collisions, with the intent of learning the cause of the collision, identifying contributing factors, and implementing corrective measures when appropriate.

PURPOSE AND SCOPE

2463.2 The purpose of this policy is to provide guidelines for the reporting and investigation of traffic collisions involving District vehicles and District personnel on official business. This policy applies to collisions involving any District-owned vehicle and to collisions any time District business is being conducted, regardless of who owns the vehicle involved.

2463.3 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

2463.4 Definitions:

a. Causal Factors: any behavior, condition, act, or omission that starts or sustains an accident occurrence.

1. An example of this would be wet roads.

2. If the causal factor for an accident was driving too fast and/or without due regard, then wet roads were not the cause (root cause); the actions of the driver were the causal factor.

b. Contributory Factors: any behavior, condition, act, or omission that affected the occurrence or outcome but was not causal. Contributory Factor(s) are based on findings. Another term that can be included is “Circumstances”.

1. Details of the circumstances surrounding the accident, which includes: pertinent information from documents, statements, etc. regarding the circumstances that led up to, exacerbated, or mitigated the accident. Examples include: weather reports, related accident history, actual and/or predicted behavior, travel, rest, activity history of at least 24 hours prior to
the accident, training records, equipment records, personal protective equipment records, and use.

2463.5 Reporting Responsibilities

a. All District employees involved in a traffic collision in a vehicle owned by the District or while conducting District business, regardless of who owns the vehicle, shall immediately report the collision to the appropriate local law enforcement agency and notify the following staff within their department:

1. Administrative Services Department: Direct Supervisor
2. Facility and Development Department: Direct Supervisor
3. Fire Department: On-Duty Battalion Chief
4. Parks and Recreation Department: Direct Supervisor

b. The District driver must not discuss the accident with anyone except:

1. The police
2. Their supervisor(s)
3. Representatives of their Department or the General Manager’s Office
4. Department’s insurance adjuster

c. All District staff involved in a traffic collision must complete the Vehicle Accident Report. If the driver is incapable, their immediate supervisor shall complete the form.

1. In the case the accident involves on-duty emergency medical response personnel, who also perform emergency response duties to those affected in the incident, the Fire Chief in coordination with District labor representatives will establish the appropriate protocols including any additional reporting requirements.

2463.6 Vehicle Accident Report

a. The Vehicle Accident Report must be completed and sent through the chain of review, as listed in Section L of the form, no later than two (2) days after the accident. The Vehicle Accident Report shall constitute a record of the District’s investigation regarding the accident and shall be exempt from disclosure in accordance with Government Code Section 6254(f) and Vehicle Code Section 20012. It is recommended that the form be sent electronically to expedite the review process.
1. The District driver must fill out sections A through H and section L.

2. Supervisors/Captains are responsible for completing the “Supervisor's Report of Accident” sections I, J, and L.

3. Once notified of a traffic collision, the Division Manager/Battalion Chief is responsible for ensuring that the investigation and review occurs promptly. They shall complete the “Investigating Supervisor Report” sections K, and L.

   b. Any law enforcement reports shall be forwarded through the chain of command to the Senior Leadership Team (“SLT”) member referencing the vehicle identification number.

2463.7 Collision Levels. Traffic collisions subject to this policy will be classified, investigated, and reviewed as follows.

   a. A Level I collision is any traffic collision involving:

      1. Minor injury to any District member, a contract employee, or an employee of another public agency when the injury does not result in treatment at an emergency treatment facility or subsequent hospitalization.

      2. Minor damage to District property or vehicles.

      3. Minor damage to non-District property or vehicles while conducting District business.

      4. Level 1 collision reviews shall be conducted by the Manager/Battalion Chief or respective supervisor.

      5. Reports involving Level I collisions will be submitted through the chain of command to the SLT member.

   b. A Level II collision is any traffic collision involving:

      1. Any injury to persons other than District members, except contract and other public agency employees noted in Level I.

      2. Any injury requiring treatment and/or transport of any District member, contract employee, or an employee of another public agency at an emergency treatment facility.

      3. Major damage to a vehicle owned or operated by the District or major damage to District property.
4. Level II collisions will be reviewed by a Manager/Battalion Chief, a designated safety officer, and a labor representative (if required) of the involved member.

5. Reports involving Level II collisions will be submitted through the chain of command to the Department Head.

c. A Level III collision is any traffic collision involving:

1. The death or anticipated disabling injury of a member of the District, contract employee, or other public agency employees.

2. The death or anticipated disabling injury of other than a member of the District, a contract employee, or other public agency employees when the traffic collision involves any department member, vehicle, or property.

3. Level III collisions will be investigated by local law enforcement having jurisdiction.

   i. A Serious Accident Review Team may need to be initiated.

   ii. Reports involving Level III collisions will be submitted through the chain of command to the Department Head.

2463.8 Collision Reports

a. The investigation team leader is responsible for the preparation and completion of a written report that describes the traffic collision, any contributing factors, all persons and equipment involved, and recommendations for preventing a reoccurrence.

b. Following review by the SLT member or Department Head, the completed report and all related documentation from the investigation will be forwarded to the District’s custodian of records. A Collision Report should include the following:

   i. A completed Vehicle Accident Report.

   ii. Any completed reports from law enforcement pertaining to the collision.

   iii. Any policy assessments and recommendations. Leaders can assess the effectiveness of policies and procedures and make recommendations with the intent of preventing future injuries, property loss, or liability.

c. If it is determined that an employee may have violated any District policies or procedures, the SLT member should recommend that the matter be submitted to Human Resources for the initiation of possible administrative action.
2463.9 Confidentiality of District Collision Investigation.

a. All internally generated reports, statements, photographs, diagrams, and other materials shall be considered confidential and may not be released except as required by law. Copies of any collision reports obtained from involved law enforcement agencies shall also be considered confidential and subject to release only as authorized by law (California Vehicle Code § 20012; California Government Code Section 6254(f)).

REFERENCES

2463.10 Vehicle Accident Report
2463.11 Board Policy, Use of District Resources (1125)
2463.12 Board Policy, Drug and Alcohol Use Prohibited (1140)
2463.13 District Policy, Use of District and Personal Vehicles (2460)
PERFORMANCE EVALUATION

Policy # 3160
Original Effective Date: 07/01/2021
Revision Date:
Type of Policy: ☑ BOARD ☑ DISTRICT ☑ FIRE ☑ PARKS

POLICY

3160.1 The Cosumnes Community Services District (“District”) is committed to building and maintaining a high performing and accountable workforce where managers and employees work together to plan, track, and review an employee’s career goals, work objectives, and contributions.

PURPOSE AND SCOPE

3160.2 The performance evaluation is a tool used to manage performance by promoting employee understanding of successful job performance and commitment to the objectives and goals critical to the success of the District. Performance evaluations identify specific levels of compliance with standards, acknowledge the merit of above-standard performance, and are a tool to assess the means and methods needed to correct deficiencies and achieve the required standard level of performance when necessary.

This policy will ensure consistent application of the established guidelines and procedures of the performance management process. The formal performance management process established by this policy is not intended to substitute for frequent and informal job performance communications between the supervisor and the employee.

3160.3 This policy applies to all District executives and employees.

APPLICATION / PROCEDURE

3160.4 Definitions:

a. Performance Evaluation: written document that describes the body of work completed throughout the year and the results of the work effort. This typically includes assessment of performance, suggestions for improvement, goals and objectives for the year, and professional development goals and accomplishments.

b. Performance Management: the entire process of managing performance through the course of the year, from initial goal setting to a year-end written evaluation and face-to-face performance conversation, with ongoing coaching and feedback throughout the year.
c. Performance Objectives: Measurable and evidence-based outcomes that the employee is expected to achieve.

3160.5 Performance evaluations shall be completed at least once a year, following the initial year of hire or promotion, regardless if the employee is eligible for a merit increase, using the performance logs accumulated and stored throughout the year in the Performance Management System, referred to hereinafter as “Tenzinga”.

a. In accordance with District Policies Types of Appointments (3115) and Probationary Status (3127), employees who are absent from the job for more than 30 consecutive workdays shall have the due date of the next scheduled performance evaluation postponed by the equivalent amount of time of the employee’s absence.

b. Any subsequent performance evaluations will be scheduled according to the modified evaluation date.

3160.6 Supervisors Responsibility

a. Establish and communicate the strategic goals and operational direction of the department and/or section.

b. Communicate clear job expectations and review job description annually.

c. Provide assistance to employees in setting appropriate work and professional development goals (i.e. prioritization of goals or explanation of how goals will be evaluated).

d. Provide regular feedback to the employee on work performance by submitting a performance log at least once per month in Tenzinga.

e. Provide reasonable support and resources for completion of work and performance goals.

f. Provide constructive performance evaluations to their direct reports with appropriate review and approval by higher management or the Department Head prior to meeting with the employee.

g. Administer performance evaluations face-to-face with the employee prior to requesting the employee’s signature on the performance evaluation.

3160.7 Employee Responsibility

a. In collaboration with their supervisor, participate in the development of annual professional development goals.

b. Identify and communicate to their supervisor any obstacles to achieving performance goals.
c. Employees shall review and become familiar with the expectations they will be evaluated on throughout the year.

d. When requested, provide a complete a self-evaluation for use during their annual review.

3160.8 Performance Ratings

a. Tasks, Standards and Measurement ratings are assigned using standard measurements of “Above Standard”, “Standard” and “Below Standard”. Each standard measurement has a corresponding score; a “Standard” performance rating is 3.0 while an “Above Standard” performance rating is 5.0. Every employee starts off their annual review period in Tenzinga with a “Standard” performance rating (3.0).

b. An employee’s overall score is based on the cumulative total of all performance logs submitted in the Tenzinga system.

3160.9 Evaluation Types

a. Annual: Following the initial year of hire or promotion, employees will be evaluated at least once a year.

1. The performance evaluation certifies that the employee meets job performance standards and expectations of their current position. If the employee is due for a merit increase, the performance evaluation certifies that the merit increase is warranted.

2. Employees absent from the job for more than 30 working days shall have the evaluation period and the due date of the performance evaluation extended by the equivalent number of days the employee was absent.

3. Employees may complete a self-evaluation form prior to the employees performance evaluation due date. The self-evaluation form is optional as directed by the supervisor. The supervisor shall consider the information submitted on the employee’s self-evaluation prior to finalizing the performance evaluation.

4. Self-evaluation forms should be submitted to the supervisor at least 21 days before the employee’s annual performance evaluation due date.

5. Supervisors shall notify their immediate supervisor when the performance evaluation document is ready for review and provide them with any approved supplemental evaluation forms specific to a program, prior to meeting with the employee.

6. Performance evaluations must be completed and administered prior to the employee’s performance evaluation due date, or in the case of
probationary employees, within 10 working day of the scheduled quarterly date.

7. In the event the employee’s overall job performance does not meet job performance standards and expectations, the supervisor shall initiate a Performance Improvement Plan (PIP), as described in section 3160.9.

b. Probationary: During the probationary period, supervisors should closely observe the employee’s work, for securing the most effective adjustment of a new employee to the employee’s position assignment, and for the evaluation of continued employment.

1. Probationary employees will receive performance evaluations quarterly during their first year of employment; at three, six and nine months. These evaluations should clearly communicate job expectations what the employee will be evaluated on in each quarter, a work plan as appropriate, and a review of the job description, as needed.

2. Quarterly performance evaluations should be completed within 10 working days of the scheduled quarterly date.

3. At the end of the probationary period (12-month evaluation period), the supervisor shall complete a final evaluation.

4. Probationary employees absent from the job for more than 20 working days shall have the probationary period and the due date of the performance evaluation extended by the equivalent number of days the employee was absent.

5. Final probationary evaluations shall be completed no earlier than 30 days prior to the expiration of an employee’s probationary period, but no later than 10 days from the expiration of the probationary period.

6. Supervisors shall complete, and submit, a draft performance evaluation to their immediate supervisor for review prior to meeting with the employee.

7. If the service of the probationary employee has been deemed as “Meets Standards” or “Exceeds Standards,” the supervisor will recommend that the employee be moved from probationary to regular status. If the service of the probationary employee has been deemed as “Does Not Meet Standards,” the supervisor shall recommend the employee be released from employment.

c. Interim: Interim evaluations must be done in coordination with the appropriate Department Head and in consultation with the Director of Human Resources. Interim evaluations shall be prepared and reviewed if:
1. An employee is promoted, demoted, or transferred to another section or program.

2. The employee’s supervisor changes (the existing supervisor may conduct an evaluation based on the performance up to that date).

3. The Department Head believes there has been a significant change in the employee's performance.

d. Part Time Seasonal/Extra Help: Part time seasonal/extra help positions may be evaluated either at the end of each season or each time the employee works the equivalent of one year, 2,080 hours.

1. Part time seasonal positions shall be evaluated using the Part time Seasonal Evaluation Form.

3160.10 Performance Improvement Plan (“PIP”)

a. The PIP is intended to be a positive approach in assisting employees achieve acceptable performance and/or behavior outcomes when they have demonstrated a pattern of substandard performance or behavior.

b. The PIP is a structured, comprehensive written work plan developed by the supervisor to identify specific delinquencies in performance that need to improve, including specific corrective or remedial actions and standards/measures for determining successful job performance. The PIP must contain each of the following elements:

1. Summary: Provide a brief description of the pattern of performance or behavior demonstrated by the affected employee and how it fails to meet performance expectations or policy standards.

2. Specific Circumstances: Detail of the circumstances and specific examples of the affected employee’s performance or behavior that established a pattern of concern leading the PIP.

3. Substandard Performance and/or Policy Violations: Identify the specific performance dimension(s) or policy standards and the performance objectives the affected employee failed to meet.

c. Impact of Employee’s Performance and/or Behavior: Specific information on the impact and associated consequences of the employee’s substandard performance or behavior.

1. Available Resources: Resources available to support the employee in successfully completing the performance outcomes of the PIP.

2. Timelines: Due dates for completion and review of specific actions or goals.
3. Strategies to Achieve Desirable Performance and/or Behavior Outcomes: The employee and the supervisor shall work together to identify specific performance outcomes, including the step needed to correct performance concerns.

d. An employee is not guaranteed a PIP. In appropriate circumstances, adverse action can be taken without first resorting to a PIP.

e. An employee working on a performance improvement plan will not be eligible for a merit increase until the satisfactory completion of the PIP.

f. The PIP should be designed for a minimum of three months and a maximum of six months and shall include measurable goals and objectives in each of the areas expected to be improved.

g. A copy of the PIP document must be retained in the Human Resources Division whenever such a plan is initiated. The initial plan document and any subsequent reviews pertaining to the PIP shall be included as an attachment to the performance evaluation and retained in Tenzinga.

h. The PIP document will be developed jointly by the employee and the supervisor, and signed by both parties. The supervisor shall make final determinations in the absence of mutual agreement.

i. The supervisor shall provide the employee with a written summary of the progress. The written summary should be signed by the employee and the supervisor and upon completion sent to the Human Resources Division to be retained in the employee’s personnel file.

j. Upon successful completion of remedial actions and demonstration of satisfactory job performance, the employee will be given a final review of the PIP.

1. Upon successful completion, the employee is eligible for a merit increase. If granted, the scheduled merit increase will become effective the first full pay period following completion of the PIP.

2. The conclusion date of the PIP becomes the new anniversary date for subsequent performance evaluations and potential merit increases.

k. Should an employee fail to successfully complete the PIP, the employee is subject to disciplinary action up to and including termination.

3160.11 Awarded Administrative Leave

a. Eligible non-represented, exempt employees may be awarded additional hours of administrative leave to recognize exceptional efforts, performance, or achievements that go beyond the employees’ normal scope of duties. This is in addition to administrative leave granted to eligible employees.
b. Total administrative leave (granted and awarded) shall not exceed twice the annual allocation granted to the employee as specified in District Policy, Holiday, Vacation, and Other Leavers (3310) or as specified in individual employment agreements.

c. Annually, prior to July 1 of each year, specific and measurable criteria will be set by the General Manager based on organizational priorities and practices. Human Resources will produce and make available an annual administrative leave award application for eligible employees to track their progress. Awards for additional administrative leave shall be based on individual efforts, performance and/or achievements.

1. The measurement period shall be from July 1 – June 15 each year. Additional administrative leave awarded during the measurement period, shall be officially considered awarded effective July 1 of the next fiscal year; additional administrative leave shall be credited no later than the last day of the first pay period in July.

2. Employees are responsible for completing the annual administrative leave award application and submitting to Human Resources business partner no later than June 25 of each year.

3. In any situation in which an employee is not in an active status on July 1, they are not eligible to receive awarded additional administrative leave.

4. Employees are not eligible to earn additional administrative leave while in probationary status.

5. The Director of Human Resources shall provide the General Manager a report of all administrative applications for approval prior to June 30 of each year.

d. The General Manager may suspend or discontinue this benefit at their discretion. The General Manager may grant additional administrative leave based on performance or other factors as deem appropriate and reasonable.

3160.12 Appeals Process for Performance Evaluations: There is no appeal process for an Employee Performance Evaluation. However, employees may include a written response to their performance evaluation.

REFERENCES

3160.13 District Policy, Types of Appointments (3115)
3160.14 District Policy, Probationary Status (3127)
3160.15 District Policy, Holiday, Vacation, and Other Leavers (3310)
3160.16 Administrative Leave Award Application
STAFF REPORT

DATE: June 16, 2021
TO: Board of Directors
FROM: Phil Lewis, Administrator of Parks & Recreation
BY: Jenna Brinkman, Public Affairs Manager

SUBJECT: APPROVAL OF PROCLAMATION ENDORSING JULY 2021 AS PARK AND RECREATION MONTH

RECOMMENDATION
The Board of Directors approves a proclamation endorsing July 2021 as Park and Recreation Month.

BACKGROUND / ANALYSIS
Since 1985, America has celebrated July as the nation’s official Park and Recreation Month. Created by the National Recreation and Park Association (NRPA), Park and Recreation Month specifically highlights the vital and powerful role local parks and recreation play in conservation, health and wellness, and social equity efforts in communities all across the country.

This year’s theme for Park and Recreation Month is “Our Park and Recreation Story” to highlight stories of how the Elk Grove community is stronger, more vibrant and more resilient because of parks and recreation. Throughout the month of July, the Parks and Recreation Department (Department) will share stories on social media from both employees and community members about what their local parks and recreation means to them. Residents can follow along and share their own park and recreation stories on social media using #OurParkAndRecStory.

The Department will also encourage community members to take the “100 Park Challenge”. Through the uncertainty and changes in the world these days, one thing has always remained true: time spent in nature is both crucial and beneficial for our mental and physical health. The District is committed to helping the community thrive by providing safe and well-maintained parks, trails and green spaces, and opportunities for health, wellness, and social interaction. The 100 Park Challenge provides a free and fun opportunity to help everyone take advantage of all 100 park spaces available to them. We are challenging our community to visit their local parks, trails, or green spaces 100 times before the end of the year and share on social media using #100ParkChallenge for fun prizes and recognition.

Residents will have the opportunity to participate in exciting community events, take classes they haven't before, or explore one of the 100 parks in Elk Grove. Kids will love summer day camps, classes, swimming at the pool, and so much more. Adults can play a round at Emerald Lakes Golf Course, join our softball league, or laugh the night away at Comedy Under the Stars. Park and Recreation Month is the perfect time for the community to find a new appreciation for the essential spaces and vital programs that leave a lasting and positive impact on our lives.

IMPACT ON DISTRICT RESOURCES
There is no impact on the General Fund as a result of what is being requested in this report.
SUSTAINABILITY ANALYSIS

There is no impact to the District’s sustainability practices as a result of what is being requested in this report.

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

Respectfully Submitted,

Phil Lewis, Administrator of Parks & Recreation
Parks and Recreation Department

ATTACHMENT: A – Parks and Recreation Month – July 2021

Staff Report recommendation authorized by: Approved as to Form:

[Signatures]
General Manager General Counsel
Attachment A
COSUMNES COMMUNITY SERVICES DISTRICT
PROCLAMATION

Parks and Recreation Month
July 2021

WHEREAS, park and recreation services are vital for communities throughout this country, including Elk Grove, California; and,

WHEREAS, park and recreation services establish and maintain the quality of life in our communities, ensuring the health of all citizens and contributing to the economic and environmental well-being of a community and region; and,

WHEREAS, park and recreation services build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for individuals with mental or physical disabilities, and also improve the mental and emotional health of all residents; and,

WHEREAS, park and recreation services increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, parks and open spaces ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, park and recreation services are vital for our communities — from protecting open space and natural resources, to helping fight obesity and providing activities and resources for all walks of life; and,

WHEREAS, the U.S. House of Representatives passed an official resolution and has designated July as Park and Recreation Month; and

NOW, THEREFORE, the Cosumnes Community Services District Board of Directors does hereby proclaim July 2021 as Parks and Recreation Month.

DONE AND PROCLAIMED this 16th of June 2021, in Elk Grove, California.

ATTEST:

_________________________________________________________
Jim Luttrell, President

_________________________________________________________
Jaclyn Moreno, Vice President
Rod Brewer, Director

_________________________________________________________
Gil Albiani, Director
Orlando Fuentes, Director
STAFF REPORT

DATE:       June 16, 2021
TO:         Board of Directors
FROM:       Phillip Lewis, Administrator of Parks & Recreation
BY:         Rachele Manges, Senior Management Analyst

SUBJECT:    APPROVAL OF AGREEMENT FOR AN URBAN FOREST MAINTENANCE AND MANAGEMENT CONTRACT

RECOMMENDATION

The Board of Directors:

1) Approves a multi-year agreement (one-year with the option to renew for four additional one-year terms, for a total of five years) for Urban Forest maintenance and management with Fallen Leaf Tree Management beginning July 1, 2021, not to exceed $950,000 each year; and

2) Authorizes the General Manager to execute all requirements of the agreement and any amendments.

BACKGROUND/ANALYSIS

Cosumnes Community Services District (District) is responsible for managing 44,200 trees in its parks, corridors, and open space, including trees maintained through the Landscape Maintenance Agreement with the City of Elk Grove. A comprehensive Urban Forest Program is required for effective maintenance and risk management.

Since 2010 the District has contracted with West Coast Arborist for Urban Forest Maintenance and Management, through a piggy back and sole source clauses in the purchasing policy. With the recent update to the policy, staff felt it appropriate to go out to bid for this service. The District bid this project through the District’s website, CA Landscape Contractors Association, and the Daily Journal on April 20, 2021. Staff also reached out to local tree service companies alerting them to the Request for Proposal. On May 4, staff held a mandatory pre-proposal meeting, which was attended by seven companies, however only two bids were received. Both bidders were given the opportunity to present, to a panel of four staff, their tree inventory software and how the company will maintain and manage District trees. During the interview process staff assigned point values to each vendor based on the following criteria: experience performing similar work, staffing and equipment plan, tree maintenance and management presentation and software, and pricing.

Fallen Leaf Tree Management (FLTM) is a locally owned and operated company, under the direction of Board-Certified Master Arborist Gabe Beeler. Mr. Beeler was the 29th person in the world to pass the board-certified master arborist test. He has served as president of the Western Chapter of International Society of Arboriculture (WCISA) and served the Sacramento Tree Foundation’s Technical Advisory Committee, California. The District recently utilized FLTM’s
arborist report service and were satisfied with the quality of work they provided. Staff also received positive feedback about FLTM during the reference check process. They are also the Urban Forest Maintenance Management provider for the City of Sacramento’s Facilities and Utilities Departments.

**FINANCIAL ANALYSIS**

The costs associated with the current contract was included in the Fiscal Year 2021/2022 and 22/23 General Fund budgets. Any increase in cost for the new contract will be adjusted and paid for by the Landscape & Lighting Benefit Zones being serviced, or by reducing the number of trees pruned annually. This agreement includes an increase each year, tied to the Consumer Price Index (CPI) and will be included each year during budget development.

The approval of this agreement accomplishes Parks & Recreation Strategic Plan’s Objective 4.1 by deploying staff and contracted resources to deliver high quality service and excellent long-term value to visitors and residents of Elk Grove. This agreement also accomplishes Objective 2.2 by maintaining cost effective and sustainable ways to manage asset life cycle costs by inventorying assets and continuing to use best practices for preventive maintenance.

**SUSTAINABILITY ANALYSIS**

This contract is in line with Measure LM-1 of the Climate Action Plan. Continuing to inventory the District’s trees, their health and prune cycle will aid in the maintenance and implementation of the Tree Management Plan. Having a robust Urban Forest and Tree Management Plan will aid the District in reducing biogenic Volatile Organic Compound emissions, help the community adapt to warmer temperatures, and calculate the carbon sequestration potential of new trees added to parks and streetscapes. The contract specifications also stipulate that wood chips produced from CSD trees shall be made available to the District for mulching purposes.

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

Respectfully submitted,

Phillip Lewis
Administrator of Parks & Recreation

Staff Report recommendation authorized by:       Approved as to Form:

[Signature]                                      [Signature]
General Manager                                General Counsel

Attachment A: FLTS Price Schedule
Attachment A
## Contractor Proposal – Unit Cost for Tree Services

### Demand Pruning

<table>
<thead>
<tr>
<th>Size Class</th>
<th>Unit Price</th>
</tr>
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<tbody>
<tr>
<td>4 – 6 dbh</td>
<td>110</td>
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<td>7 – 12 dbh</td>
<td>220</td>
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<tr>
<td>13 – 24 dbh</td>
<td>350</td>
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<tr>
<td>25 – 36 dbh</td>
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<tr>
<td>37 – 48 dbh</td>
<td>720</td>
</tr>
<tr>
<td>49+ dbh</td>
<td>980</td>
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### Systematic Tree Pruning

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<th>Size Class</th>
<th>Unit Price</th>
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<tbody>
<tr>
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<tr>
<td>7 – 12 dbh</td>
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<tr>
<td>13 – 24 dbh</td>
<td>120</td>
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<tr>
<td>25 – 36 dbh</td>
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<tr>
<td>37 – 48 dbh</td>
<td>520</td>
</tr>
<tr>
<td>49+ dbh</td>
<td>720</td>
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### Palm Pruning

<table>
<thead>
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<th>Size Class</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>Date Palm under 55’ Working Height</td>
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</tr>
<tr>
<td>Date Palm over 55’ Working Height</td>
<td>360</td>
</tr>
<tr>
<td>Washingtonia Species Under 55’ Working Height</td>
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</tr>
<tr>
<td>Washingtonia Species Over 55’ Working Height</td>
<td>110</td>
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</table>

### Tree Removal

<table>
<thead>
<tr>
<th>Size Class</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 – 6 dbh</td>
<td>50</td>
</tr>
<tr>
<td>7 – 12 dbh</td>
<td>240</td>
</tr>
<tr>
<td>13 – 24 dbh</td>
<td>550</td>
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<td>25 – 36 dbh</td>
<td>880</td>
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<tr>
<td>37 – 48 dbh</td>
<td>1440</td>
</tr>
<tr>
<td>49+ dbh</td>
<td>2400</td>
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# Stump Grinding

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<thead>
<tr>
<th>Size Class</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 – 6 dbh</td>
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<tr>
<td>7 – 12 dbh</td>
<td>200</td>
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<td>13 – 24 dbh</td>
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<tr>
<td>37 – 48 dbh</td>
<td>800</td>
</tr>
<tr>
<td>49+ dbh</td>
<td>1000</td>
</tr>
</tbody>
</table>

# Hourly Rate with 3 Person Crew & Bucket

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency / After Hours Work</td>
<td>330</td>
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<tr>
<td>Scheduled Work</td>
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# Crane Services

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<thead>
<tr>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency / After Hours Work</td>
<td>170</td>
</tr>
<tr>
<td>Scheduled Work</td>
<td>130</td>
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</table>

# Tree Installation

<table>
<thead>
<tr>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Trees (5 gallon) CSD Supplied, Contractor Installed</td>
</tr>
<tr>
<td>Install Trees (15 gallon) CSD Supplied, Contractor Installed</td>
</tr>
<tr>
<td>Install Trees (24” box) CSD Supplied, Contractor Installed</td>
</tr>
</tbody>
</table>

# Tree Inventory Program Services

<table>
<thead>
<tr>
<th>Per Tree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add/remove trees</td>
</tr>
<tr>
<td>Revaluate and update tree condition</td>
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</tbody>
</table>

# Arborist Services

<table>
<thead>
<tr>
<th>Cost or Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General tree health evaluation</td>
</tr>
<tr>
<td>Tree risk assessment</td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE: June 16, 2021

TO: Board of Directors

FROM: Paul Mewton, Chief of Planning, Design & Construction

SUBJECT: APPROVE REIMBURSEMENT AGREEMENT FOR DEDICATION OF PARK LAND IN THE SOUTHEAST POLICY AREA WITH KRM INVESTORS, LLC, AND THE CITY OF ELK GROVE

RECOMMENDATION
The Board of Directors:

1. Approves a Credit Reimbursement Agreement with KRM Investors, LLC, a California limited liability company, for the dedication of public land under the City of Elk Grove Southeast Policy Area (SEPA) Park and Trail Impact Fee Program.

2. Authorizes the General Manager to accept an Irrevocable Offer of Dedication for the parkland, and execute all necessary documents, and take all actions required to implement the Agreement, including any necessary modifications or amendments to the Agreement.

BACKGROUND/ANALYSIS
In 2014, the City of Elk Grove adopted the Southeast Policy Area (SEPA) strategic plan. In 2019, the City amended Elk Grove Municipal Code (EGMC) Chapter 16.95 (EGMC) to establish the Southeast Policy Area (SEPA) Park and Trail Impact Fee Program (“SEPA Park and Trail Fee”), to provide financing for park and trail facilities in SEPA.

Separately, in accordance with Government Code Section 66477 (“Quimby Act”), the City established Municipal Code Chapter 22.40, which provides for the dedication of park land consistent with the General Plan and Parks Master Plan at a rate of five acres per 1,000 population. Under the terms of the Program and Municipal Code, credits are provided as reimbursement for over-dedication of park land, subject to certain limitations defined in the Program.

This Agreement provides reimbursement in the form of SEPA Parks Fee Program land acquisition fee credits for the Mendes Subdivision (File PLNG-18-078). Developer is over-dedicated through this Agreement since the land dedication is more than the total required Quimby dedication (in acreage). The credits may be applied only within SEPA towards future developments to offset parkland obligations in SEPA.

This Agreement further provides that the developer shall dedicate the park land to the City, and the City will then dedicate it to CCSD. Traditionally, the dedication of park land would be made directly to the CCSD and the City and CCSD would concurrently execute a credit agreement (if required) for any over dedication. With this Project, the park site and adjoining trail facilities were merged through a Boundary Line Adjustment after the approval and recordation of the Large Lot Final Map to address timing issues around construction of and fees for water service.
connection to the subject lots. The combined lots will be accepted by the City, then an
Irrevocable Offer of Dedication for just the park site will be made to the CCSD, to be accepted
prior to beginning design/construction of the facility. The Memorandum of Understanding
between the City and CCSD provides that park sites in SEPA will be developed, owned, and
maintained by the CCSD and that financing will be provided through City fee and finance district
programs.

FINANCIAL ANALYSIS
There is no fiscal impact to the CCSD. The City’s Program Fund covers all expenses associated
with this Agreement and the future development of this parkland.

SUSTAINABILITY ANALYSIS
There is no direct impact related to this action. However, various sustainability and adaptation
measures identified in the Climate Action Plan (CAP) will be included in subsequent actions at
the time of park development.

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

Respectfully submitted,

[Signature]
Paul Mewton
Chief of Planning, Design & Construction

Attachment: A Reimbursement Agreement

Staff Report recommendation authorized by:  Approved as to Form:

[Signature]
General Manager

[Signature]
District Counsel
Attachment A
CITY OF ELK GROVE
REIMBURSEMENT AGREEMENT
FOR DEDICATION OF PARK LAND IN SEPA

Agreement No. ___

THIS AGREEMENT (“Agreement”) is entered into as of the _____ day of __________________, 2021 by and among KRM Investors, LLC, a California limited liability company (“Developer”), Cosumnes Community Services District (“CCSD”) and the CITY OF ELK GROVE, a municipal corporation (“City”).

RECITALS

WHEREAS, Developer is owner of that certain real property in the Southeast Policy Area (“SEPA”) in the City of Elk Grove, State of California, with approved Tentative map no. PLNG18-078 (the “Tentative Map”), commonly known as Mendes (“Property”). It is contemplated that the Property will be developed as shown on the approved Tentative Map. The Property includes one Park Lot, as identified on Exhibit A, and 216 single family residential family residential lots; and

WHEREAS, Chapter 22.40 of the Elk Grove Municipal Code (the “Quimby Ordinance”) established park dedication requirements pursuant to the Quimby Act whereby the City requires parkland dedication of 5.0 acres per 1,000 residents from all new residential subdivisions or development projects in the SEPA, or if a property owner cannot provide such Quimby park land dedication, the City will require payment of a fee in lieu of such dedication (“Quimby Obligation”); and

WHEREAS, as required by Developer’s Tentative Map, upon recordation of a final map for the Property, Developer will dedicate to City the parkland identified in Exhibit A, attached hereto and incorporated herein by this reference, which is in excess of Developer’s Quimby Obligation for the Property; and

WHEREAS, following City’s receipt of the parkland identified in Exhibit A, City intends to transfer ownership of 9.3 acres of such parkland to the CCSD;

WHEREAS, this Agreement provides for the allocation of certain park fee credits to Developer as reimbursement for Developer’s excess park land dedication to be provided to Developer upon dedication of the parkland identified in Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

AGREEMENT

Section 1. Scope
1.1 Parkland Dedication and Credit Reimbursement. Upon recordation of a final map for the Property, Developer shall dedicate, and City may accept, the parkland identified in Exhibit A (the “Land Dedication”). Such dedication shall be in full satisfaction of Developer’s Quimby Obligation for the Property and Developer will be due reimbursement, in the form of credits, to the extent of any excess dedication pursuant to the Quimby Ordinance. Upon City’s acceptance of the Land Dedication, City will issue credits to Developer for such dedication in the amounts set forth in Exhibit B (“Credit Amount”), attached hereto and incorporated herein by this reference. In the event the amount of parkland dedicated to City on the final map is different from the amount identified on the Tentative Map and Exhibit B, City shall have the right to adjust the credits due to Developer accordingly. Prior to the Land Dedication, Developer shall obtain approval from the CCSD Board of Directors of this Agreement, including the amount and location of land to be dedicated, as required by Elk Grove Municipal Code section 22.40.025.

1.2 Use of Credits. Credits issued hereunder may be applied against the Quimby Obligation for the Property and, to the extent the Quimby Obligation for the Property has been satisfied, any other Quimby Obligation in SEPA. Developer shall have the right to sell or assign its surplus acreage credits for use within SEPA or apply the credits to additional units to be acquired by Developer within SEPA pursuant to Section 9 below.

1.3 Credit Reimbursement Preconditions. Notwithstanding the foregoing, or anything herein to the contrary, fee credits shall not be issued to Developer hereunder unless all of the following conditions, together with any other conditions set forth in this Agreement, have been met to the City’s satisfaction:

(a) City has given final approval to and has formally accepted the Land Dedication (with reimbursement for an eligible Land Dedication separately identified being eligible for reimbursement on acceptance of such Land Dedication, notwithstanding the status of any other Land Dedication to be made by Developer);

(b) Developer shall not be in default of any monetary obligation to the City or CCSD, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to either agency. City and CCSD agree that each agency shall invoice Developer, as applicable, and provide reasonably necessary detailed documentation of the charges incurred, for all amounts due within sixty (60) days of such amount accruing ("Invoice"). Developer shall then have thirty (30) days from its receipt of the Invoice to accept or object to it ("Protest Period"), and should Developer fail to object within that time, Developer shall be deemed to have accepted the Invoice and shall not be entitled to dispute such Invoice. Developer shall pay City or CCSD, as applicable, all amounts due, for which no objection has been raised within the Protest Period, within fifteen (15) business days following expiration of the Protest Period. Payment of such Invoice shall be full and final satisfaction of the amounts due for work specified in such Invoice, and City or CCSD, as applicable, shall not have the right to increase or modify such amounts. Any amounts not paid by such date shall be deemed defaulted amounts. Upon receipt of any such written notice of default from City or CCSD, Developer shall cure the identified
default(s) within three (3) days after receipt of any such notice. If Developer fails to cure such default within such three (3) day period, City or CCSD, as applicable, shall have the right to withhold such defaulted amounts from the reimbursement due to Developer hereunder and to use such reimbursement amount to satisfy the default. Payment in full of defaulted amounts from the reimbursement due to Developer hereunder shall be deemed full and final satisfaction for such amounts owed, and upon such collection of reimbursement funds by City or CCSD, as applicable, such agency waives all other remedies for such default. In the event City or CCSD does not collect such defaulted amounts from reimbursement due to Developer hereunder, City or CCSD, as applicable, retains all other remedies, at law or in equity, for such default. In the event a timely objection to the Invoice is made by Developer, City or CCSD, as applicable, and Developer shall meet and confer for a period of at least thirty (30) days in an effort to resolve any dispute between them and, if the dispute is not so resolved, either party may then resort to any remedy available to it at law or in equity.

(c) Developer has not received reimbursement payments or fee credits from any other agency (including but not limited to the Sacramento Sewer District and the Sacramento County Water Agency) or other reimbursement programs, community facilities districts, or assessment districts for the Land Dedication listed in Exhibit B. If Developer has received other reimbursement, such reimbursement shall be subtracted from the Credit Amount listed herein.

Section 2. Limited City Obligation

2.1 The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except to the extent provided for in the Quimby Ordinance. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Quimby Ordinance, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City’s property, funds and/or other asset(s) of the City to satisfy any obligations arising from this Agreement.

2.2 The obligations arising from this Agreement are neither a debt of the CCSD nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues. Neither the General Fund nor any other fund of the CCSD shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the CCSD is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the CCSD’s property, funds and/or other asset(s) of the CCSD to satisfy any obligations arising from this Agreement.

Section 3. No Third Party Beneficiary
The parties enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement; neither the City nor CCSD shall have any obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to this Agreement.

Section 4. Indemnity

4.1 The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its elected officials, officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys’ and consultants’ fees and expenses (collectively “Liabilities”), to which they may be subjected or put, by reason of, or resulting from, the Land Dedication, except Liabilities arising from the sole active negligence, or willful misconduct of the City. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

4.2. The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the CCSD and its elected officials, officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys’ and consultants’ fees and expenses (collectively “Liabilities”), to which they may be subjected or put, by reason of, or resulting from, the Land Dedication, except Liabilities arising from the sole active negligence, or willful misconduct of the CCSD. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 5. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City:  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: Development Services Department

With a copy to:  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: Finance Department

CCSD:  
Cosumnes Community Services District  
8820 Elk Grove Boulevard  
Elk Grove, CA 95624
Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

Section 6. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect for a period of ten (10) years or until all the terms and conditions contained in this Agreement have been satisfied, whichever comes first.

Section 7. Captions

Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

Section 8. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 9. Assignment of Credits

Fee credits to be issued to the Developer hereunder are personal to the Developer and shall not automatically run with the land or to the subsequent purchasers of the Developer’s property. The Developer may transfer or assign any or all of the remaining credits associated with this Agreement by providing written notice to the City in the form attached hereto as Exhibit C ("Transfer Form"). Assigned credits shall be applicable to any Quimby Obligation for the Property, and to the extent any such obligation is satisfied, to any other Quimby Obligation in SEPA, and shall be accepted by City on an acre-for-acre basis, up to 100% of the total Quimby Obligation due. Assigned credits may only be used in accordance with this Agreement. In order to utilize a portion of the credits available as provided for herein, the Developer shall first deliver an executed copy of a Quimby Ordinance Fee voucher ("Voucher") to the City, or such other document or letter ("Written Authorization") as may be acceptable to the City. The Voucher or Written Authorization shall notify the City of the Credit Amount that the Developer intends to transfer or assign. After receipt of such written request from the Developer and prior to issuance of building permits, the City shall reduce any Quimby In-lieu fees that would normally be collected by the City pursuant to the Quimby Ordinance for that development listed on the Voucher or Written Authorization in the amount stated in the Developer’s Voucher or Written Authorization. Any Quimby Obligation not dedicated as a result of the receipt of such Voucher or Written Authorization from the Developer shall be
deducted from the Developer’s credit amount. In the absence of any such Voucher or Written Authorization, a subsequent purchaser of any portion of the Developer’s property shall have no rights to any credits under this Agreement. This Agreement shall not automatically terminate on a lot-by-lot basis upon issuance of a certificate of occupancy for a dwelling unit on each applicable lot.

Section 10. Acceptance of the Land Dedication

Once the Land Dedication is accepted by the City and no liens have been identified as attached to the Land Dedication, the Land Dedication automatically becomes the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Land Dedication.

Section 11. Process and Procedures

The Developer’s requests for reimbursement relating to the Land Dedication shall be performed in conformance with the City’s most current “Reimbursement Policies and Procedures for Privately Constructed Public Facilities” document which is available from the City’s Development Services Department, and upon receipt and approval by the City of a request for payment in the form attached hereto as Exhibit D. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to competitively bidding the construction work and paying prevailing wages.

Section 12. Liens, Claims, and Encumbrances

Prior to acceptance of the Land Dedication by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on the Land Dedication, together with unconditional final releases from any and all contractors and material suppliers. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to issue any fee credits until the Developer has cleared any and all liens, claims and encumbrances from the Land Dedication and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 13. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 14. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

Section 15. Counterparts
This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

Section 16.  No Agency, Joint Venture or Partnership

Although the parties intend to cooperate and work together to carry out the terms of this Agreement for the purposes of implementing the fee credit and reimbursement provisions, the parties renounce the existence of any form of agency relationship, joint venture, partnership or other association between City, CCSD and Developer and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

Section 17.  Attorneys’ Fees

In the event any party to this Agreement commences litigation for specific performance or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys’ fees and court costs incurred.

Section 18.  Construction and Interpretation

The parties agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party.

[Signatures appear on the next page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
the year first written above.

CITY OF ELK GROVE

By: _____________________________
    Jason Behrmann, City Manager

ATTEST:

______________________________
    Jason Lindgren, City Clerk

APPROVED AS TO FORM:

______________________________
    Jonathan Hobbs, City Attorney

COSUMNES COMMUNITY SERVICES DISTRICT

By: _____________________________
    Joshua Green, General Manager

ATTEST:

______________________________
    Elenice Gomez, Clerk to the Board

APPROVED AS TO FORM:

______________________________
    Sigrid Asmundson, District Counsel

DEVELOPER:
KRM Investors, LLC, a California limited liability company

By _____________________________
Name _____________________________
Title _____________________________
Its _____________________________
EXHIBIT A

LOCATION OF PARKLANDS (MAPS)
Color Exhibit
Mendes
City of Elk Grove, California
Scale 1"=200
August 19, 2019
(when printed 11" x 17")
EXHIBIT B

LAND DEDICATION
Exhibit B
Quimby Parkland Dedication

**Developer:** KRM Investors, LLC  
**Project:** Mendes

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Number of Single Family Residential (SFR) Units</td>
<td>216</td>
</tr>
<tr>
<td>B</td>
<td>Park Land Dedication (acres)</td>
<td>9.30</td>
</tr>
<tr>
<td>C</td>
<td>Nexus Study Acreage Required per SFR unit</td>
<td>0.01675</td>
</tr>
</tbody>
</table>
| D | **D = A * C**  
Park Land Acreage Required                                     | 3.62      |

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Credits Granted</strong></td>
<td>9.30</td>
</tr>
<tr>
<td>[Less] Credits Applied to Quimby Requirement for Property</td>
<td>(3.62)</td>
</tr>
<tr>
<td><strong>Remaining Credits for Use in SEPA</strong></td>
<td>5.68</td>
</tr>
</tbody>
</table>
EXHIBIT C

CREDIT TRANSFER FORM

CITY OF ELK GROVE
SEPA QUIMBY PARK LAND CREDIT PROGRAM
ASSIGNMENT OF CREDITS

The undersigned, as the holder of certain Quimby Credits received pursuant to Elk Grove Municipal Code Chapter 22.40, by executing this agreement is assigning them to _____________________ for the following map in the Southeast Policy Area:

<table>
<thead>
<tr>
<th>Quimby Fee Credits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map Title/APN:</td>
<td>_______</td>
</tr>
</tbody>
</table>

Total Credit Amount Used: _________

Credits assigned hereunder may only be used in accordance with the terms set forth in that certain Reimbursement Agreement for Dedication of Park Land in SEPA _________ dated _____________, 20__. The granting of these credits does not constitute acceptance of improvements by the City.

Executed as of this _______ day of ______________, 20______.

DEVELOPER:
KRM Investors, LLC, a California limited liability company
By: _______________________
Name: _____________________
Title: _____________________

Approved by City:

__________________________
Name and Title of Fee Credit Administrator
EXHIBIT D
REIMBURSEMENT REQUEST FORM

City of Elk Grove

Reimbursement for Dedication of Quimby Park Land in SEPA
Request Form

The undersigned (the “Developer”) hereby requests fee credits pursuant to the Reimbursement Agreement for Dedication of Park Land in SEPA _______________ dated ____________, 20__ (the “Agreement”), between the City of Elk Grove, Cosumnes Community Services District, and the Developer, in the total amount of $_________________. (Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.) The fee credits requested are for Land Dedication identified in Exhibits A and B to the Agreement that have been completed by the Developer or party designated for credits herein and are the subject of this request for fee credits, as more fully described in the Agreement.

In connection with this request for reimbursement, the undersigned hereby represents and warrants to the City as follows:

1. The person executing this request on behalf of the Developer is duly authorized to do so and is knowledgeable as to the matters set forth herein.

2. The Land Dedication described in the Agreement has been completed and accepted by the City. Developer conveyed to the City and vested in the City full, complete and clear title to the Land Dedication.

3. There has not been filed with or served upon the Developer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by operation of law.

4. The Developer is in compliance with the terms and provisions of any applicable Acquisition Agreement associated with the Land Dedication, for which reimbursement is sought.

5. The Developer or other constructing entity has not received any other reimbursement pursuant to Section 1.3(c) of the Agreement.

6. The Developer is not in default of any monetary obligation to the City, including without limitation plan check and inspection fees and any loan repayment, and assessments or tax levies due to the City.
I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Date: ___________   DEVELOPER:

KRM Investors, LLC, a California limited liability company
By: ______________________________
    (Signature)
    ______________________________
    (Print Name)
    ______________________________
    (Title)
STAFF REPORT

DATE:       June 16, 2021
TO:         Board of Directors
FROM:       Phil Lewis, Administrator of Parks & Recreation
BY:         Josh Branco, Management Analyst
SUBJECT:    LANDSCAPE & LIGHTING DISTRICTS ADVISORY COMMITTEE UPDATE

RECOMMENDATION
The Board of Directors:

1. Receives an update on the Landscape & Lighting Districts Advisory Committee; and
2. Approves the Landscape & Lighting Districts Advisory Committee’s Annual Work Plan.

BACKGROUND / ANALYSIS

On October 21, 2020, the Board of Directors (Board) appointed nine members to the Landscape & Lighting Districts Advisory Committee (Committee). The Committee began meeting on January 28, 2021, and has held four regular meetings thus far. At the meeting on February 18, the Committee recommended the Board approve the Annual Work Plan which includes the following goals:

- **Goal 1** Develop a strategy, materials, benchmarks, processes and procedures for the adequate funding of benefit zones.
- **Goal 2** Conduct a parks needs assessment using the District’s Park Design Principles.
- **Goal 3** Organize and facilitate volunteer programs.
- **Goal 4** Update and standardize the website information for each Benefit Zone.
- **Goal 5** Recruit members for vacant seats on the Advisory Committee.

Since that time, the Committee has formed subcommittees to lead the larger group in accomplishing each goal. Subcommittees began meeting the week of April 26 – 30, 2021.

- **Goal 1 Subcommittee** – Propose researching and/or creating a standardized form to conduct a park usage study to determine who is using the parks, at what time and for what purpose. This data will help quantify park usage, and may help inform future outreach campaigns.
- **Goal 2 Subcommittee** – Suggest researching and/or developing a standardized form to conduct a park needs assessment and evaluate the District’s parks in relation to the Park Design Principles and their potential to promote physical activity. This information, along with the District’s Capital Improvement Plan and Asset Lifecycle Plan, may help identify possible improvements in the District’s park system and direct capital investment as funding becomes available through grants or other means.
- **Goal 3 Subcommittee** – Recommend developing two interpretive programs, one east of Highway 99 and one west of Highway 99. Some possible examples include a guided tour of the heritage oaks in Elk Grove Park, or Laguna Creek Trail. Similarly, members would like to identify sites for additional volunteer opportunities, e.g. planting and/or maintenance work.
Goal 4 Subcommittee – Propose developing a template to update the webpage for each benefit zone. The revised benefit zone webpages will provide a holistic view of landscape maintenance, capital improvements and volunteer opportunities.

Goal 5 Subcommittee – Suggest developing an updated social media campaign to recruit additional Committee members.

Each subcommittee will continue to seek input from, and provide updates to Committee members at-large.

The work of this Committee is closely aligned with Goal 3.4 of the Parks & Recreation Department’s Strategic Plan, which calls for increased opportunity for community members to volunteer with the District.

IMPACT ON DISTRICT RESOURCES

There is no impact on the General Fund as a result of what is being requested in this report.

SUSTAINABILITY ANALYSIS

There is no impact to the District’s sustainability practices as a result of what is being requested in this report.

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

Respectfully Submitted,

Phil Lewis, Administrator of Parks & Recreation
Parks and Recreation Department

Staff Report recommendation authorized by:  Approved as to Form:

[Signatures]

General Manager  General Counsel
STAFF REPORT

DATE: June 16, 2021
TO: Board of Directors
FROM: Felipe Rodríguez, Fire Chief
BY: Lantz Rey, Assistant Chief – Fire Marshal
Reuben Burton, Fire Inspector I

SUBJECT: PUBLIC HEARING TO CONSIDER OBJECTIONS TO PROPOSED ABATEMENT OF WEEDS AND ADOPTION OF RESOLUTION 2021-35

RECOMMENDATION

The Board of Directors:

1. Opens the public hearing; to consider objections or protests to the proposed weed abatement program; and
2. Adopts Resolution 2021-35, ordering the destruction or removal of all weeds, dirt, rubbish, and rank growths in the Cosumnes Community Services District, and overruling any and all objections thereto excepting those parcels specifically listed.

BACKGROUND/ANALYSIS

In May 2002, the Board of Directors approved the Elk Grove Community Services District (now known as Cosumnes Community Services District) Fire Department’s annual Weed Abatement Program.

In April 2007, the Board of Directors approved the expansion of the Weed Abatement Program to allow staff to pursue abatement of weeds in an expedited manner.

The attached revision authorizes Fire Prevention staff to arrange for abatement of weeds on all parcels previously identified as “seasonal and recurrent nuisances” if the owners have not abated the weeds by June 1, 2021.

- On May 1, 2021, “Notice to Destroy Weeds” was mailed to owners of all 127 identified parcels ordering the abatement of weeds by June 1, 2021.
- Staff inspected all 127 parcels between June 1, 2021, and June 2, 2021, to confirm compliance. Of these parcels, 43 remain non-compliant.
- District-arranged contractors began June 3, 2021, to abate all 43 non-compliant parcels, with the goal to complete abatement by July 1, 2021.

Each year, new parcels are added to the Weed Abatement Program through citizen complaints, encroachment of new development, or Fire Department staff recommendations.

Owners of all parcels added to the program between April of last year and April of this year must be allowed a Public Hearing before staff can pursue abatement.
On May 1, 2021, a “Notice to Destroy Weeds” letter was mailed to owners of all 8 newly identified parcels (Attachment B) as adopted by the Board of Directors by Resolution 2021-17 on April 7, 2021.

Staff inspected all 8 parcels listed in Attachment B between June 1, 2021, and June 2, 2021, to confirm compliance with the “Notice to Destroy Weeds.” Of these parcels, 2 remain non-compliant (Attachment A).

Notice of the June 16, 2021, Public Hearing was published in the Elk Grove Citizen on June 5th and 12th, 2021. Notice was also given in the Galt Herald on June 3rd and 10th, 2021.

An “Order to Abate” (Attachment C) will be sent to the owners of all parcels included in Resolution 2021-35 giving them 144 hours, beginning at 12:00 a.m. on June 17, 2021, to comply with the abatement of weeds.

District-arranged contractors will proceed with the abatement of all non-compliant parcels beginning June 23, 2021, with the goal to complete abatement by July 1, 2021.

FINANCIAL ANALYSIS

On April 3, 2007, the CSD Board of Directors approved an expanded Weed Abatement Program which included measures to expedite the weed abatement efforts for those targeted parcels that present a seasonal and recurrent hazard, reducing the risk to the community. On May 1, 2021, a total of 127 notices were mailed to owners of those parcels previously identified as “seasonal and recurrent nuisances.” Staff began inspections of all 127 parcels on June 1, 2021. District-arranged contractors began June 3, 2021, to abate the 43 non-compliant parcels, with the goal to complete abatement district-wide by July 1, 2021.

In addition, new parcels are added to the program through citizen complaints, encroachment of new development, or Fire Department staff recommendations. On May 1, 2021, a total of 8 “Notice to Destroy Weeds” letters were sent to owners of newly identified parcels. Staff began inspections of all 8 parcels on June 1, 2021, and a list of the 2 non-compliant parcels (Attachment A) was compiled on June 3, 2021.

The June 16, 2021, Public Hearing is an opportunity for the 2 parcel owners listed in Attachment A to voice their concerns or objections to the proposed District-arranged abatement of weeds. While the hearing may be continued according to the statute, due to the time constraints of the overall Weed Abatement Program and district cost recovery procedures, it is imperative that, upon the close of the public hearing, the Board approves the list of parcels to be abated and lists any exceptions on Resolution 2021-35.

Resolution 2021-35 (Attachment D) has been included in this report as a template. When approved by the Board, the Resolution orders the destruction or removal of all weeds, dirt, rubbish, and rank growths within the District, overriding all objections except on those parcels specifically listed by the Board. The decision of the Board is final.

Upon conclusion of the public hearing on June 16, 2021, the Board must order the Fire Chief to cause the nuisance(s) located on the parcels listed on Attachment A to be abated by having the weeds removed. An “Order to Abate” (Attachment C) will then be mailed to the remaining parcel owners that did not comply with the initial notice. 144 hours (six calendar days), beginning at 12:00 a.m. on June 17, 2021, will be allotted to parcel owners to comply with the notice. Once the deadline to abate has passed, Fire Prevention staff will again
inspect the 2 properties shown on Attachment A to confirm compliance. Staff will direct contractors to abate the non-compliant parcels. The deadline to have all identified parcels abated of weeds is July 1, 2021.

To recover costs of district arranged weed abatement, a lien will be placed on properties that were found to be non-compliant. The lien will be calculated at the actual cost of abatement plus the administration time spent per parcel (3 hours at a rate of $175.00 per hour) and the cost to the District to file and remove the liens ($50.00 per parcel). The administration cost shall only be charged once for non-compliant properties that are contiguous and owned by the same owner. At the August 4, 2021 Board meeting, staff will seek authorization from the Board of Directors to request that the County Assessor’s office place liens on those properties that required District-arranged abatement of weeds.

**SUSTAINABILITY ANALYSIS**

The reduction of overgrown weeds and brush adjacent to structures such as dwellings, barns or storage buildings reduce the impact of fire on life, property, and the environment.

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

Respectfully submitted,

Felipe Rodríguez  
Fire Chief

**Attachment A** – 2021 List of Parcels Designated to Receive the 144 Hour Notice for Abatement by the Cosumnes Community Services District Fire Department  
**Attachment B** – 2021 Newly Identified Parcels to be Added to the Cosumnes Community Services District Fire Department Weed Abatement Program  
**Attachment C** - 2021 “Order to Abate” Attachment  
**Attachment D** - Resolution to Cause the Cosumnes Community Services District Fire Department To Abate Weeds on June 23, 2021

Staff Report recommendation authorized by:  
Approved as to Form:

[Signature]
General Manager  
[Signature]
General Counsel
ATTACHMENT A

2021 List of Parcels Designated to Receive the 144 Hour Notice for Abatement by the Cosumnes Community Services District Fire Department
ATTACHMENT A

2021 List of Parcels Designated to Receive the 144 Hour Notice for Abatement by the Cosumnes Community Services District Fire Department

<table>
<thead>
<tr>
<th>APN</th>
<th>SITE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-0280-014</td>
<td>9790 Auto City Drive</td>
</tr>
<tr>
<td>132-0280-070</td>
<td>0 Lotz Park Way</td>
</tr>
</tbody>
</table>
ATTACHMENT B

2021 Newly Identified Parcels to be Added to the Cosumnes Community Services District Fire Department Weed Abatement Program
## ATTACHMENT B

### Parcels To Add To The 2021 Weed Abatement Program

<table>
<thead>
<tr>
<th>APN</th>
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<tbody>
<tr>
<td>126-0400-006</td>
<td>8829 Burnt Spur Ct.</td>
</tr>
<tr>
<td>126-0400-001</td>
<td>8761 Grantline Rd.</td>
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<tr>
<td>126-0400-002</td>
<td>8775 Grantline Rd.</td>
</tr>
<tr>
<td>132-1100-030</td>
<td>8480 Auto Passage Dr.</td>
</tr>
<tr>
<td>132-1100-029</td>
<td>9770 Auto City Dr.</td>
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<tr>
<td>132-1100-049</td>
<td>9790 Auto City Dr.</td>
</tr>
<tr>
<td>132-0280-014</td>
<td>9878 W Stockton Blvd</td>
</tr>
<tr>
<td>132-0280-070</td>
<td>Lotz PW</td>
</tr>
</tbody>
</table>
ATTACHMENT C

2021 “Order to Abate”
ORDER OF ABATEMENT OF WEEDS BY DESTRUCTION

Whereas the Fire Chief of the Cosumnes CSD Fire Department, has reported to the Cosumnes Community Services District Governing Board in the County of Sacramento, State of California, that the parcel <APN> owned by <Owner Name> at <Street Address>, County of Sacramento, is in a dangerous condition to public health and safety by reason of the presence of noxious or dangerous weeds, and whereas, the condition constitutes a seasonal and recurrent nuisance and is detrimental to public health and safety, therefore, the Fire Chief has been ordered by the Board of Directors to require you, <Owner Name>, to suppress and remove the noxious or dangerous weeds immediately.

It is further ordered that, in the event that you, <Owner Name>, fail to comply with this order within 144 hours, from the close of the public hearing conducted on June 16, 2021, and upon CSD Board adoption of Resolution 2021-35, the District will proceed to destroy the above noxious or dangerous weeds in accordance with pertinent provisions of the Health and Safety Code of the State of California.

The owner of any parcel of real property which has not been improved by the construction of a structure of a type which requires a building permit, who fails to destroy or remove weeds, dirt, rubbish or rank growths pursuant to the provisions of Resolution No. 2021-17, shall give written notice to the Fire Chief of any improvements, whether temporary or permanent in nature, which have been placed on the parcel, and which are of a type which would not be readily apparent to a person entering the parcel for the purpose of destroying or removing weeds which may be damaged in the course of destroying or removing weeds. The notice should include such items as underground pipes, boundary and survey markers and crops and other plantings, and shall be submitted each year not later than ten days subsequent to the time set for public hearing pursuant to Resolution No. 2021-17 by the owner or the owner representative. The failure to give such notice shall constitute a waiver of any right for damages resulting from injury to such improvements resulting from the acts of the District and its authorized representatives who enter upon such parcel to destroy or remove weeds. This action shall not be construed to subject the District or its representatives to any liability where none would exist in the absence of these provisions.

Dated: June 16, 2021

__________________ _________________
Fire Chief, Cosumnes CSD Fire Department
ATACHMENT D

Resolution to Cause the Cosumnes Community Services District Fire Department To Abate Weeds on June 23, 2021
RESOLUTION NO. 2021-35

ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE COSUMNES COMMUNITY SERVICES DISTRICT, AND OVERRULING ANY AND ALL OBJECTIONS THERETO EXCEPTING THOSE PARCELS SPECIFICALLY LISTED

WHEREAS, on April 7, 2021, the Board of the Cosumnes Community Services District adopted Resolution No. 2021-17, declaring all weeds, dirt, rubbish and rank growths within the Cosumnes Community Services District to be a public seasonal and recurrent nuisance and setting a time and place for hearing any objections to the proposed destruction or removal of such weeds, dirt, rubbish and rank growths; and

WHEREAS, said public hearing was held on June 16, 2021, at which time all property owners having objections to the proposed abatement of the nuisance were given opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Cosumnes Community Services District as follows:

1. Any and all objections to the proposed abatement of the nuisance in Resolution 2021-17, adopted April 7, 2021, are hereby overruled, with the exception of those parcels listed:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. The Fire Chief is hereby ordered to abate, or cause to be abated the nuisance by having all weeds, dirt, rubbish and rank growths within the Cosumnes Community Services District removed in accordance with the law.

PASSED AND ADOPTED by the Board of the Cosumnes Community Services District this sixteenth day of June 2021 by the following vote:

AYES
NOES
ABSENT
ABSTAIN

______________________________
Jim Luttrell, PRESIDENT

ATTEST:

______________________________
Joshua Green, SECRETARY
RECOMMENDATIONS

The Board of Directors:
1. Conducts a public hearing; and
2. Approves Resolution No. 2021-36 adopting the Book of Fees Schedule (Book of Fees).

BACKGROUND

The Cosumnes Community Services District (District) is authorized to adopt fees and charges to defray the reasonable costs of providing services to the public following requirements required by Government Code Section 66016 and 66018. Following the values set forth in the District’s Strategic Plan, the District is committed to providing access and high-quality services to the community while being fiscally responsible.

The fees and charges set forth in the Book of Fees (Attachment B) do not exceed the estimated amount required to provide the services for which they are charged and represents only amounts necessary to recover the cost of providing the service for which they are charged. It is important to note that this is the District’s first complete and comprehensive schedule of fees in one document that is in compliance with the Board’s value of fiscal responsibility ensuring accountability, transparency, and innovation.

Annual revenue from fees and charges represents about $27 million dollars of the District’s total operating revenue. Departments review fees annually to evaluate increased costs related to providing regulatory activities, products, and services. Periodically, fees and charges need to be changed and new fees need to be added to reflect increased cost or new/changing circumstances.

The proposed fees are consistent with the District’s vision, mission and values, and adhere to the following fiscal cornerstones:

1. Adequate funding to meet required service levels.
2. Cost Containment: Making efficient use of existing tax dollars.
3. Build and maintain a prudent reserve fund balance.
4. Foster a climate of stability, transparency, and accountability.

ANALYSIS

On May 19, 2021, the Board of Directors approved the first District-wide book of fees. Since that time there are some additions to the District-wide fees primarily within the Facility and
Development Section 2, an elimination of a fee, and a minor edit in the Parks and Recreation Department Section.

These recommended additional changes are in accordance to Proposition 26, that states fees cannot exceed the cost of providing services and individual customers paying for these fees cannot be charged more than services they receive.

Below is a description of fees that were added to the Book of Fees since the May 19th Board Meeting as seen in (Attachment B). As well, the fees and the percentage of change in the fee changes are located in (Attachment C). Below is a summary and description of only the new or increased fees being recommended:

**District Wide - Administrative Service Department- Section 1**

This section has a minor update to state that hourly costs for staffing reimbursement which covers salary costs and a portion of benefits, as well as maintenance and operation expenses will be adjusted each July based on the Western Region inflationary adjustment annually. Additional new fees were added for cell tower fees for staff time associated with supporting contractors on District property. It is important to note that the new fees that should be reimbursed to the District from the “for profit” vendors were previously subsidized by the property tax revenues.

**Facility and Development Department – Section 2**

Within this section of the fee schedule, a new methodology for recovering all costs for staff time are proposed for a more accurate rate for full cost recovery. The new proposed fees include reimbursement for minimum hours of staff time associated with the service requested. In addition, this section includes new fees for applications and deposits for services to recover all costs incurred by the District for processing, reviewing, and drafting various documents. These fees have not been updated since 2004.

**Parks and Recreation Department – Section 3**

The Parks and Recreation Department is recommending eliminating one fee for the aquatics programs called the punch pass. The residents have other options including purchase of a daily or monthly pass. We also have a minor revision to the language for the 3% credit card transaction fees. This was also noted in the District Wide fees so this was eliminated from this section of the fee schedule.

**Next Steps:**

Fees will be reviewed to keep pace with changes in the cost of living and methods of service delivery. A comprehensive analysis of the District’s costs and fees should be made at least every five years. In the interim, fees will be adjusted annually based on providing regulatory activities, products, and services. Staff will continue to move towards a District-wide approach to ensure efficiency and duplication of fees.

**FINANCIAL ANALYSIS**

By approving Resolution No. 2021-36 (Attachment A) and the Book of Fees (Attachment B), the additional revenue from fee increases for the Book of Fees is estimated to bring in additional new revenue estimated at $109,300.
Staff Report: Book of Fees Schedule
Date: June 16, 2021

SUSTAINABILITY ANALYSIS
Moving to a District–wide approach reduces production of hard copies of the proposed and adopted fee documents, thus reducing the use of paper products.

Respectfully submitted,

Nitish Sharma
Chief Administrative Officer

Staff Report recommendation authorized by:  Approved as to Form:

______________________________  ______________________________
General Manager           District Counsel

Attachments:  A - Resolution No. 2021-36
B - Book of Fees Comparison listing changes since May 19th Book of Fee Schedule.
Attachment A
RESOLUTION NO. 2021-36

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT ESTABLISHING A BOOK OF FEES SCHEDULE FOR DISTRICT SERVICES

WHEREAS, the Cosumnes Community Services District is authorized to adopt fees and charges to defray the reasonable cost of providing services to the general public; and

WHEREAS, the fees and charges set forth in the Book of Fees Schedule, which is attached here to as Attachment B and incorporated herein by this reference (“Book of Fees”) do not exceed the estimated amount required to provide the services for which they are charged and represent only amounts necessary to recover the cost of providing the service for which they are charged; and

WHEREAS, for fees that are noted in the Book of Fees as new or increasing, relevant reports regarding those new or increased fees were made available for public review and comment for ten (10) days prior to the public hearing at which this resolution as considered and adopted, and timely notice of the public hearing was published in the Sacramento Bee, Galt Herald and Elk Grove Citizen; and

WHEREAS, the performance of these services hereinafter described enhances the mission and vision of the District and enhances the quality of life of the residents, businesses, visitors, and employees it serves; and.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Findings: The recitals above are each incorporated by reference and adopted as findings by the Board of Directors.

Section 2. Establishment of a Fee Schedule: The Board of Directors approves the Book of Fees set forth in Exhibit “B”

Section 3. Invalidity: Should a court of competent jurisdiction hold any fee or provision of this Resolution invalid or unenforceable, that holding shall not affect the validity or enforceability of the remaining fees or provisions.

Section 4. Fee Waivers, Deferrals, and Modification: The General Manager or their designee may authorize fees to be waived, reduced, modified, or paid by payment plan in accordance with District Policy.

Section 5. Effective Date: This Resolution shall become effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of June 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim Luttrell, President

ATTEST:

Joshua Green, Secretary
Attachment B
## Facility and Development (Hourly Rates)

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Planning Design and Constructions</td>
<td>N/A</td>
<td>$136</td>
<td>New Fee</td>
</tr>
<tr>
<td>Director of Engineering, Design and Development</td>
<td>N/A</td>
<td>$112</td>
<td>New Fee</td>
</tr>
<tr>
<td>Landscape Architect, Sr.</td>
<td>$67</td>
<td>$93</td>
<td>39%</td>
</tr>
<tr>
<td>Construction Project Manager</td>
<td>$55</td>
<td>$87</td>
<td>58%</td>
</tr>
<tr>
<td>Landscape Architect, Associate</td>
<td>N/A</td>
<td>$76</td>
<td>New Fee</td>
</tr>
</tbody>
</table>

## Cell Towers Services Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Current Fee</th>
<th>Proposed Fee (Min Hours)</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preconstruction Inspection</td>
<td>N/A</td>
<td>1 Hr</td>
<td>New Fee</td>
</tr>
<tr>
<td>Plan Check Fees</td>
<td>N/A</td>
<td>2 Hr</td>
<td>New Fee</td>
</tr>
<tr>
<td>Encroachment Permit</td>
<td>N/A</td>
<td>$303</td>
<td>New Fee</td>
</tr>
<tr>
<td>Administration Fees</td>
<td>N/A</td>
<td>1 Hr</td>
<td>New Fee</td>
</tr>
<tr>
<td>Facility and Equipment Maintenance Fee</td>
<td>N/A</td>
<td>1 Hr</td>
<td>New Fee</td>
</tr>
</tbody>
</table>

All staff hourly rates shall be adjusted each July based on the Western Region Inflationary Adjustment.
Plan checks are performed by the Chief of Planning Design and Constructions (50%) and Senior Landscape Architect (50%). All inspections are performed by Construction Project Manager.

<table>
<thead>
<tr>
<th>Facility and Development Department Fees</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Improvement Plan review of landscaped trails, corridors prior to Cosumnes Community Services District approval.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1 Acres</td>
<td>$201 - 3 Hr Min</td>
<td>$343 - 3 Hr Min</td>
<td>71%</td>
</tr>
<tr>
<td>1-3 Acres</td>
<td>$335 - 5 Hr Min</td>
<td>$572 - 5 Hr Min</td>
<td>71%</td>
</tr>
<tr>
<td>3+ Acres</td>
<td>$536 - 8 Hr Min</td>
<td>$916 - 8 Hr Min</td>
<td>71%</td>
</tr>
<tr>
<td>*Additional hourly rate will be applied over minimum hours as needed</td>
<td>$67 per hour</td>
<td>$93 Per Hour - Full Cost Recovery</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Landscape Plan review of landscaped trails and corridors prior to Cosumnes Community Services District approval.</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Acres</td>
<td>$201 - 3 Hr Min</td>
<td>$343 - 3 Hr Min</td>
<td>71%</td>
</tr>
<tr>
<td>1-3 Acres</td>
<td>$335 - 5 Hr Min</td>
<td>$572 - 5 Hr Min</td>
<td>71%</td>
</tr>
<tr>
<td>3+ Acres</td>
<td>$536 - 8 Hr Min</td>
<td>$916 - 8 Hr Min</td>
<td>71%</td>
</tr>
<tr>
<td>*Additional hourly rate will be applied over minimum hours as needed</td>
<td>$67 per hour</td>
<td>$93 Per Hour - Full Cost Recovery</td>
<td>28%</td>
</tr>
<tr>
<td>Construction Project Manager to conduct construction inspection of landscaped corridors prior to District acceptance.</td>
<td>$55 per hour</td>
<td>$87 Per Hour - Full Cost Recovery</td>
<td>58%</td>
</tr>
<tr>
<td>Construction, Preconstruction Meeting, Premaintenance Meeting, Acceptance Meeting</td>
<td>$237 Flat rate</td>
<td>$261 - 3 Hr Min per hour Full Cost Recovery</td>
<td>10%</td>
</tr>
<tr>
<td>Landscape Architect preparation of park master plan and environmental documents.</td>
<td>Current Fee</td>
<td>Proposed Fee</td>
<td>Change</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Landscape Architect, Sr.</td>
<td>$67</td>
<td>$93</td>
<td>39%</td>
</tr>
<tr>
<td>1-3 Acres</td>
<td>$3,350 - 50 Hr Min</td>
<td>$4,650 - 50 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>3-6 Acres</td>
<td>$4,355 - 65 Hr Min</td>
<td>$6,045 - 65 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>6-11 Acres</td>
<td>$5,896 - 88 Hr Min</td>
<td>$8,184 - 88 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>11+ Acres</td>
<td>$8,040 - 120 Hr Min</td>
<td>$11,160 - 120 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>*Additional hourly rate will be applied over minimum hours as needed</td>
<td>$67 per hour</td>
<td>$93 per hour - Full Cost Recovery</td>
<td>39%</td>
</tr>
</tbody>
</table>

Environmental documents prepared by consultant billed separately. Full Cost Recovery

<table>
<thead>
<tr>
<th>Landscape Architect review park plans before District approval, when drawn by outside consultant.</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3 Acres</td>
<td>$804 - 12 Hr Min</td>
<td>$1,116 - 12 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>3-6 Acres</td>
<td>$1,072 - 16 Hr Min</td>
<td>$1,488 - 16 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>6-11 Acres</td>
<td>$1,340 - 20 Hr Min</td>
<td>$1,860 - 20 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>11+ Acres</td>
<td>$1,608 - 24 Hr Min</td>
<td>$2,232 - 24 Hr Min</td>
<td>39%</td>
</tr>
<tr>
<td>*Additional hourly rate will be applied over minimum hours as needed</td>
<td>$67 per hour</td>
<td>$93 per hour - Full Cost Recovery</td>
<td>39%</td>
</tr>
</tbody>
</table>

Review of park master plan when drawn by outside consultant. $268 Flat Rate $465- 5 Hr Min - Full Cost Recovery 74%
<table>
<thead>
<tr>
<th>Entitlement Review Fees</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Agreements and Entitlement reviews of parks, trails, and landscape corridors is performed by the Chief of Planning Design and Construction and Director of Engineering, Design and Development</td>
<td>Varies - see rates below</td>
<td>Varies - see rates below</td>
<td>NA</td>
</tr>
<tr>
<td>Entitlement Review Tentative Subdivision Map (Rezone/GPA/EIR/Parcel Map/Special/General/Special Plan Amendment review of parks/trails/landscape corridors)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-100 lots</td>
<td>$696</td>
<td>$620 - 5 Hr Min - Full Cost Recovery</td>
<td>-11%</td>
</tr>
<tr>
<td>Over 100 lots</td>
<td>$696 + $348 per additional 100 lots</td>
<td>$1240 - 10 Hr Min - Full Cost recovery</td>
<td>N/A</td>
</tr>
<tr>
<td>Entitlement Review Multi-Family Development review (Rezone/General/Special Plan Amendment/Design Review for park, trail and landscape related issues)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-100 lots</td>
<td>$696</td>
<td>$248 - 2 Hr Min - Full Cost recovery</td>
<td>-64%</td>
</tr>
<tr>
<td>Over 100 lots</td>
<td>$696 + $348 per additional 100 lots</td>
<td>$496 - 4 Hr Min - Full Cost Recovery</td>
<td>-52%</td>
</tr>
<tr>
<td>Development Related Services/Reimbursement Agreement or other Services</td>
<td>Current Fee</td>
<td>Proposed Fee</td>
<td>Change</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>-------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Services CFD Formation (Option 1)</td>
<td>N/A</td>
<td>Full Cost Recovery Hourly Rate will be applied ($20,000 Dep)</td>
<td>New Fee</td>
</tr>
<tr>
<td>Services CFD Formation (Option 2)</td>
<td>N/A</td>
<td>Costs shall be added as part of the Rate and Method of Apportionment of Special Taxes of a CFD. A $2,000 fee will apply to cover the initial study until the RMA is approved.</td>
<td>New Fee</td>
</tr>
<tr>
<td>Facilities CFD Formation (Option 1)</td>
<td>N/A</td>
<td>Full Cost Recovery Hourly Rate will be applied ($20,000 Dep)</td>
<td>New Fee</td>
</tr>
<tr>
<td>Facilities CFD Formation (Option 2)</td>
<td>N/A</td>
<td>Costs shall be added as part of the Rate and Method of Apportionment of Special Taxes of a CFD. A $2,000 fee will apply to cover the initial study until the RMA is approved.</td>
<td>New Fee</td>
</tr>
<tr>
<td>Deposit for Post-approval Monitoring &amp; Enforcement</td>
<td>N/A</td>
<td>Full Cost Recovery Hourly Rate will be applied ($200 Dep)</td>
<td>New Fee</td>
</tr>
<tr>
<td>Administration Cost for Issuing Debt</td>
<td>N/A</td>
<td>1%</td>
<td>New Fee</td>
</tr>
<tr>
<td>Developer Agreement</td>
<td>Full Cost</td>
<td>Full Cost Recovery Hourly Rate will be applied ($3,360 Dep)</td>
<td>N/A</td>
</tr>
<tr>
<td>Real Estate Appraisal for Quimby in Lieu Fee</td>
<td>Full Cost Recovery Hourly Rate will be applied ($7,500 Dep)</td>
<td>Full Cost Recovery Hourly Rate will be applied ($7,500 Dep)</td>
<td>0%</td>
</tr>
<tr>
<td>Aquatics Programs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swim for Fitness</td>
<td>Current Fee</td>
<td>Proposed Fee</td>
<td>Change</td>
</tr>
<tr>
<td>10 visit punch pass</td>
<td>$55</td>
<td>Eliminated</td>
<td>N/A</td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE: June 16, 2021
TO: Board of Directors
FROM: Nitish Sharma, Chief Administrative Officer
BY: Kelly Gonzalez, Director of Business and Public Affairs

SUBJECT: FORMATION OF "COMMUNITY FACILITIES DISTRICT NO. 2021-1 (SHELDON FARMS NORTH)" AND LEVY OF A SPECIAL TAX THEREIN

RECOMMENDATION

It is respectfully recommended that the Board of Directors:

1) Conducts a public hearing on the formation of Community Facilities District No. 2021-1 (Sheldon Farms North) ("CFD 2021-1"); and
2) Adopts Resolution No. 2021-37 forming CFD 2021-1; and
3) Adopts Resolution No. 2021-38 calling a special landowner election to levy a special tax within the boundaries of CFD 2021-1; and
4) Adopts Resolution No. 2021-39 declaring the results of the special landowner election and directing recording of a notice of special tax lien for CFD 2021-1; and
5) Introduces and waives the first reading of an ordinance imposing a special tax on properties in CFD 2021-1, and
6) Establishes an appropriations limit for CFD 2021-1.

BACKGROUND

On May 5, 2021, the Board of Directors approved and adopted staff’s recommendations to adopt Resolution 2021-28 to declare the Board’s intent to form Community Facilities District (CFD) 2021-1 (Sheldon Farms North) and levy a tax to pay for certain services; and establish an appropriations limit for the CFD 2021-1. Government Code Section 53311, the Mello-Roos Act of 1982, allows local government entities to form community facilities districts (CFDs) to fund maintenance of public facilities, including street lighting, landscaping, drainage, and other basic public infrastructure, as well as fund public services such as fire protection and recreation program services.

A supplemental assessment known as the “special tax” is levied upon properties within the district and collected along with the regular property tax bill. Formation of the CFD requires either 2/3 majority vote of residents within the district, or in circumstances where there are fewer than 12 registered voters, the property owners within the district. Once the CFD is approved a special tax lien is recorded against each taxable property within the CFD, allowing for the collection of the annual special taxes. A mathematical formula, approved at the time the district is formed, is developed to calculate the annual special tax to be contributed by each property.
The CFD 2021-1 would fund the Sheldon Farms North Project which includes a subdivision of the Project site into 391 single-family residential lots, a 6.3-acre multi-family residential lot, a 5.3-acre commercial lot, a 2.5-acre park, and a total of 7.9 acres of public open space, including a 3.8-acre water quality detention basin area. This will be the District’s first combined parks maintenance and fire services CFD.

The CFD formation process has the following key procedural steps:

**Completed Actions at the May 5, 2021 Board Meeting**
- Approval of a Resolution of Intention (ROI) to initiate formation of the district, including approval of the Rate and Method of Apportionment (RMA) and Boundary Map.

**Action items recommended May 16, 2021**
- Holds a public hearing; and
- Adopts a Resolution of Formation (ROF) creating the CFD; and
- Holds a Special Election which at this time is anticipated to include property owners within the district and must achieve a “2/3 approval” threshold.

**FINANCIAL ANALYSIS**

The CFD 2021-1 for the Sheldon Farms North will be the District’s first park facility maintenance services CFD and its second fire protection services CFD. The formation team of the CFD 2021-1 was a collaboration between the members of the District’s Facility, Design and Development Department, Parks and Recreation Department, Fire Department, and Administrative Services Department. Staff convened to prepare maintenance cost and capital reserve/replacement requirements for the CFD. The District engaged the financial consulting firm, NBS, to prepare key documents associated with the formation. In addition, the District Counsel has provided guidance in reviewing work products and actions in the formation of the district.

Formation of CFD 2021-1 complies with a key provision of the Mello-Roos Act, and the Rate and Method of Apportionment (RMA). Without formation of the CFD, the District’s Landscaping and Lighting fund would be required to fund improvements constructed under the Sheldon Farms North development, as well as future improvements.

Fees for service such as these support a higher level of service than can be supported by general taxes alone. Currently, the District will be responsible for 100% of the maintenance costs and fire protection services. The District is expected to generate a total of $139,550 in base revenue to maintain the park and open space including the annual depreciation expense. The fire services fees are estimated to be approximately $150,355 to help offset some of the fire program costs.

**Protest Hearing & Resolution of Formation**

The ROI set a hearing at which the Board of Directors will hear protests to formation of the CFD and the proposed parcel tax. There are no registered voters residing within proposed CFD 2021-1, so the protest vote will be a landowner protest vote. The only landowner is Jen California 18, LLC. If there is no successful protest by 50% of the landowners in CFD 2021-1, the Board may adopt a "Resolution of Formation" forming the CFD. The Resolution of Formation forms CFD 2021-1. If the Board determines that more time is necessary for the formation of the CFD due to the complexity of the process or the need for more public participation, the Board may continue the hearing for up to six months.
Staff Report: Consideration of Resolution 2021-28 regarding the intention to establish a community facilities district in the Sheldon Farms North
Date: June 16, 2021

Special Election & Levy of Tax
Special taxes must be approved by the taxpayers, in this case the landowner within CFD 2021-1. The California Constitution also requires that CFDs have an appropriations limit that must be approved by the property owner(s) of the CFD. Staff has proposed an appropriations limit of $1 million, which will increase with population growth and the cost of living.

Upon adoption of the Resolution of Formation, the Board may adopt a resolution calling a special election within 180 days, where the property owner in CFD 2021-1 may vote to authorize the District to levy the special tax in the CFD and approve the appropriations limit. Approval requires support from a two-thirds majority of eligible voters. Typically, tax elections must be held 90-180 days after the formation of the CFD, though this requirement may be waived by the property owner. Jen California 18, LLC, the only voter in the special election, has indicated its desire to cast its ballot immediately.

Once the election is complete, the Board may adopt a resolution certifying the results of the election and record a notice of special tax lien against the property in the CFD.

The Board must officially levy the tax by ordinance. As ordinances require two readings, the Board may introduce the ordinance upon the certification of the results of the election, but may not adopt the ordinance until its next meeting.

SUSTAINABILITY ANALYSIS
This request has no impact on the District sustainability practices.

Respectfully submitted,

Nitish Sharma,
Chief Administrative Officer

Attachments:
A – Resolution of Formation 2021-37
B – Resolution Calling for a Special Election 2021-38
C – Resolution Certifying Election Results 2021-39
D – Ordinance Summary Introduction
E – Ordinance Authorizing Levy of Special Taxes (to be adopted at the next Board Meeting)
F – Special Tax Report
G – Notice of Special Tax Lien to be recorded with the County within 15 days of election.

Staff Report recommendation authorized by: Approved as to Form:

__________________________ ___________________________
General Manager District Counsel

Providing superior fire, emergency medical, and parks and recreation services.
Attachment A
ATTACHMENT A

COSUMNES COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2021-37

A RESOLUTION OF THE BOARD OF DIRECTORS OF COSUMNES COMMUNITY SERVICES DISTRICT, ESTABLISHING THE FORMATION OF A COMMUNITY FACILITIES DISTRICT

COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

WHEREAS, on May 5, 2021, this Board of Directors of the Cosumnes Community Services District (the "Board") adopted Resolution No. 2021-28 entitled “A Resolution of the Board of Directors of Cosumnes Community Services District, Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes” (the “Resolution of Intention”), stating its intention to form the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North) (the “District”), pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”); and

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the District and stating the services to be provided, the estimated cost of providing such services, and the rate and method of apportionment of the special tax to be levied within the District to pay for the services, is on file with the Secretary of the Board (the “Secretary”) and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, under the Resolution of Intention, the General Manager was directed to make, or cause to be made, and file with the Secretary a report (the “Report”) in writing, presenting the services to be provided and an estimate of the reasonable cost of providing the services. The Report was prepared and submitted to the Secretary prior to the public hearing described below; and

WHEREAS, the Resolution of Intention called for a public hearing pertaining to the formation of the District and the levy of said special tax to be held on Wednesday, June 16, 2021, at 6:30 p.m. or as soon thereafter as the matter may be heard, at the meeting place of the Board; and

WHEREAS, under the Resolution of Intention, the Secretary was directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District, and the Secretary caused the publication of such notice at least seven (7) days before the date set for said public hearing; and

WHEREAS, on this date, this Board held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the District; and

WHEREAS, at the public hearing all interested persons desiring to be heard on all matters pertaining to the formation of the District, the services to be provided therein and the levy of such special tax were heard and a full and fair public hearing was held; and
WHEREAS, written protests with respect to the formation of the District, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the Secretary by fifty percent (50%) or more of the registered voters residing within the territory of the District or property owners of one-half (1/2) or more of the area of land within the District and not exempt from the proposed special taxes; and

WHEREAS, the special tax proposed to be levied in the District to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the District or the owners of one-half (1/2) or more of the area of land within the District and not exempt from the special taxes.

NOW, THEREFORE, the Board of Directors of the Cosumnes Community Services District, DOES HEREBY RESOLVE as follows:

1. The foregoing recitals are true and correct.
2. The proposed special tax to be levied within the District has not been precluded by majority protest pursuant to Section 53324 of the Act.
3. All prior proceedings taken by the Board in connection with the establishment of the District and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the requirements of the Act. The Board has heretofore adopted Local Goals and Policies for Community Facilities Districts, and the Board hereby finds and determines that the District is in conformity with said goals and policies.
4. The community facilities district designated as the “Cosumnes Community Services District, Community Facilities District No. 2021-1 (Sheldon Farms North)” is hereby established pursuant to the Act.
5. The District Report is hereby approved.
6. The boundaries of the District, as set forth in the map entitled "Proposed Boundaries of Community Facilities District No. 2021-1 (Sheldon Farms North), Cosumnes Community Services District, County of Sacramento, State of California" heretofore recorded in the Sacramento County Recorder’s Office on May 7, 2021, in Book 134 at Page 7 of Maps of Assessment and Community Facilities Districts, as Document # 202105071309, are hereby approved, are incorporated herein by reference and shall be the boundaries of the District.
7. The type of public services proposed to be financed by the District and pursuant to the Act shall consist of those items shown in Exhibit A hereto and by this reference incorporated herein (the “Services”). It is hereby found and determined that the Services are necessary to meet the increased demands as the result of development occurring in the District.
8. Except to the extent that funds are otherwise available to the District to pay for the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District pursuant to the Rate and Method of Apportionment, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as the Board or its designee shall determine, including direct billing of the affected landowners.
9. The Rate and Method of Apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the District to estimate the maximum amount such owner will have to pay, is shown in Exhibit B attached hereto and hereby incorporated herein.

10. The General Manager of Cosumnes Community Services District, 8820 Elk Grove Blvd, Elk Grove, California 95624, telephone number (916) 405-5600, is the officer of the District who will be responsible for preparing annually a current roll of the levy of the special tax obligations by assessor’s parcel number and who will be responsible for estimating future levies of the Special Tax.

11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the District and this lien shall continue in force and effect until the collection of the special tax by the District ceases.

12. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the District is hereby preliminarily established at an amount equal to $1,000,000 annually and such appropriations limit shall be submitted to the voters of the District as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the California Constitution.

13. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the District at an election, the time, place and conditions of which election shall be as specified by a separate resolution of this Board.

14. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED this 16\textsuperscript{th} day of June, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Luttrell, President

Attest:

Joshua Green, Secretary
EXHIBIT A
COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

The services include: (a) fire protection, park maintenance, and landscaping services within or in the vicinity of the District; (b) payment of Administrative Expenses; (c) payment of any amounts required to establish or replenish any repair and contingency funds, capital improvement replacement funds, or reserve funds for the District, (d) payment for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; and (e) a credit for funds available to reduce the annual Special Tax levy, as determined by the District Administrator.

The foregoing description of the types of services eligible to be funded is general in nature and includes any appurtenant work and incidental expenses relating to the services. The final nature and location of the services will be determined upon the preparation of final plans and specifications for such services.
EXHIBIT B
COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied and collected in the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North) (“CFD 2021-1”) each Fiscal Year, in an amount determined by the application of the procedures described below. All taxable property (as defined below) in CFD 2021-1, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

“Accessory Dwelling Unit” means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

“Acre” or “Acreage” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map or in the Assessor’s Data for each Assessor’s Parcel. In the event the Assessor’s Parcel Map or Assessor’s Data shows no Acreage, the Acreage for any Assessor’s Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor’s Parcel may be determined utilizing GIS. The square footage of an Assessor’s Parcel is equal to the Acreage of such parcel multiplied by 43,560.


“Administrative Expenses” means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-1: the costs of computing the Annual Special Tax Requirement – Fire Services, the Annual Special Tax Requirement – Park Services, and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor’s Office, Tax Collector’s Office or Treasurer’s Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-1.

“Annual Services Costs” means the amounts required to fund the fire protection and parks services authorized to be funded by CFD 2021-1.

“Annual Special Tax Requirement – Fire Services” means that amount with respect to CFD 2021-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs for fire protection services, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.
“Annual Special Tax Requirement – Park Services” means that amount with respect to CFD 2021-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs for park maintenance services, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Units, Building Square Footage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County Assessor for purposes of identification.

“Building Square Footage” means the structure square footage as shown on the building permit issued or as contained in the Assessor’s Data.

“CFD 2021-1” means the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North), County of Sacramento, State of California.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of CFD 2021-1.

“Commercial Property” means all Assessor’s Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Sacramento, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2021-1 for which a building permit for new construction was issued by the applicable land use authority prior to June 1 of the preceding Fiscal Year.

“District” means the Cosumnes Community Services District, County of Sacramento, California.

“Exempt Property” means all property located within the boundaries of CFD 2021-1 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Maximum Special Tax – Fire Services” means the maximum Special Tax authorized to fund fire protection services in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Maximum Special Tax – Park Services” means the maximum Special Tax authorized to fund park maintenance services in any Fiscal Year that may apply to Taxable Property as described in Section III.
“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that have more than one property classifications, allowing for both residential and other use types on each such Assessor’s Parcel. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Multi-Family Property” means, in any Fiscal Year, all Assessor’s Parcels of Developed Property with two or more Units that share a single Assessor’s Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor’s Data or as otherwise known by the CFD Administrator. Multi-Family Property also means, in any Fiscal Year, all Assessor’s Parcels of Developed Property with one Unit with a single Assessor’s Parcel Number that is a condominium pursuant the definition in Civil Code Section 4125 or a townhome.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property within the boundaries of CFD 2021-1 which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services respectively are equal for all Assessors’ Parcels of Developed Property within CFD 2021-1.

“Public Property” means any property within the boundaries of CFD 2021-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, the City of Elk Grove or any local government or other public agency.

“Single Family Property” means, in any Fiscal Year, all Parcels of Developed Property with one permanent dwelling Unit, according to Assessor’s Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

“Special Tax(es)” means, collectively, the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services.

“Tax Escalation Factor” means a factor equal to 4% that will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services shown in Section III.

“Taxable Property” means all Parcels within the boundary of CFD 2021-1 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act.

“Undeveloped Property” means all Parcels within CFD No. 2021-1 that are not Developed Property.

“Unit” means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.
“Welfare Exempt Property” means all Parcels within the boundaries of CFD 2021-1 that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD 2021-1. If any Assessor’s Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services shall be assigned to the new Assessor’s Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) which Parcels are Developed Property and Undeveloped Property; (ii) the number of Units, Acreage, or Building Square Footage each Parcel contains; (iii) the property type, i.e. Single Family Property, etc; and (iv) the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement – Fire Services shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.


Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax – Fire Services described in the Table 1 below to satisfy the Annual Special Tax Requirement – Fire Services.

The Annual Special Tax Requirement – Park Services shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.

First. Determine the Annual Special Tax Requirement – Park Services.

Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax – Park Services described in the Table 2 below to satisfy the Annual Special Tax Requirement – Park Services.

Under no circumstances will the Special Tax on any Assessor’s Parcel of used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within CFD No. 2020-1.
TABLE 1
MAXIMUM SPECIAL TAX RATES - FIRE SERVICES
FISCAL YEAR 2021/22*

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Maximum Special Tax Rate – Fire Services</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Property</td>
<td>$310.00</td>
<td>Unit</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>178.60</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>0.145</td>
<td>1,000 Feet of Building Square Footage</td>
</tr>
</tbody>
</table>

*On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate – Fire Services shall be increased by the Tax Escalation Factor.

TABLE 2
MAXIMUM SPECIAL TAX RATES - PARK SERVICES
FISCAL YEAR 2021/22*

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Maximum Special Tax Rate – Park Services</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Property</td>
<td>$268.08</td>
<td>Unit</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>171.65</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>1,144.34</td>
<td>Acre</td>
</tr>
</tbody>
</table>

*On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate – Park Services shall be increased by the Tax Escalation Factor.

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax -Fire Services and the Maximum Special Tax -Park Services levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax -Fire Services and the Maximum Special Tax -Park Services for all Units and Building Square Feet of each property type on that Assessor’s Parcel.

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Undeveloped Property, Property Owner Association Property, or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.
As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Tax for which an exemption has been granted. A refund of the amount of Special Tax paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the Board of Directors by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-1, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-1, as needed to fund the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services respectively, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator’s decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years’ Special Taxes, but an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.
Attachment B
COSUMNES COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2021-38

A RESOLUTION OF THE BOARD OF DIRECTORS OF COSUMNES COMMUNITY SERVICES DISTRICT, CALLING A SPECIAL ELECTION FOR A COMMUNITY FACILITIES DISTRICT

COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

WHEREAS, this Board of Directors of the Cosumnes Community Services District (the “Board”) adopted a resolution entitled “A Resolution of the Board of Directors of Cosumnes Community Services District, Establishing the Formation of a Community Facilities District” (the “Resolution of Formation”), ordering the formation of the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North) (the “District”), defining the public services (the “Services”) to be provided by the District, authorizing the levy of a special tax on property within the District and preliminarily establishing an appropriations limit for the District, all pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the District as required by the provisions of the Act; and

NOW, THEREFORE, the Board of Directors of the Cosumnes Community Services District, DOES HEREBY RESOLVE as follows:

1. The foregoing recitals are true and correct.

2. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the District at an election called therefor as provided below.

3. Pursuant to Section 53326(c) of the Act, this Board finds that, for these proceedings, the qualified electors are the landowners within the District and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the District as of the close of the public hearing.

4. This Board hereby calls an election to consider the issues described in Section 2, above, which election shall be held on June 16, 2021, and the results thereof canvassed at the meeting of this Board on June 16, 2021. The Secretary of the Board (the “Secretary”) is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Secretary has on file the Resolution of Formation, a map of the boundaries of the District, and a sufficient description to allow the Secretary to determine the electors of the District. The election shall be conducted by messenger or mail-delivered ballot in accordance with the Act.
5. As authorized by Section 53353.5 of the Act, the issues described in Section 2 above shall be combined into a single ballot measure, the form of which as attached hereto as Exhibit A is hereby approved. The Secretary is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit A, to be delivered to each of the qualified electors of the District. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain 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.

6. This Board hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the District. There is on file with the Secretary a written waiver executed by all of the qualified electors of the District allowing for a shortening of the time for the special election to expedite the process of formation of the District and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Board finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Board also finds and determines that the Secretary has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

7. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing the appropriations limit are cast in favor of the proposition after the canvass of the returns of such election, the Board may levy such special tax within the District under the Act in accordance with the approved rate and method of apportionment of special tax. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in the Resolution of Formation, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered.

8. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the construction and/or acquisition of the Services and the incidental costs thereof including any debt, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report as required by Section 50075.3 of the Government Code.

9. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED this 16th day of June, 2021.
AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Luttrell, President

Attest:______________________________

Joshua Green, Secretary
This ballot is for a special, landowner election. You must return this ballot in the enclosed envelope to the office of the Secretary of the Board of the Cosumnes Community Services District (the “District”) no later than the hour of 6:30 p.m. on Wednesday, June 16, 2021, either by mail or in person. The Secretary’s office is located at 8820 Elk Grove Blvd, Elk Grove, California.

To vote, mark a cross (X) on the voting line 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, return it to the Secretary of the Board and obtain another.

The estimated maximum amount of money raised annually by this measure is expected to be $289,904.78, in 2021/22 special tax rates, upon full build out of the CFD, based on the rate and duration of the special tax and subject to the tax escalation factor, as set forth in the rate and method of apportionment of special taxes for the CFD.

**BALLOT MEASURE**: Shall the Cosumnes Community Services District be authorized to annually levy a special tax solely on lands within the Community Facilities District No. 2021-1 (Sheldon Farms North) (the “CFD”) in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the Board of the District on June 16, 2021, commencing in the District’s fiscal year 2021/22, to pay for the maintenance of parks, parkways, landscaping services, the costs of the District in administering the CFD and County charges, and shall the annual appropriations limit of the CFD be established in the amount of $1,000,000.00?

**YES:**

**NO:**
Attachment C
ATTACHMENT C

COSUMNES COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2021-39

A RESOLUTION OF THE BOARD OF DIRECTORS OF COSUMNES COMMUNITY SERVICES DISTRICT, CALIFORNIA, DECLARING RESULTS OF A SPECIAL LANDOWNER ELECTION AND DIRECTING THE RECORDING OF A SPECIAL TAX LIEN

COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

WHEREAS, this Board of Directors of the Cosumnes Community Services District (the “Board”) adopted a resolution entitled “A Resolution of the Board of Directors of Cosumnes Community Services District, Establishing the Formation of a Community Facilities District” (the “Resolution of Formation”), ordering the formation of the Cosumnes Community Services District, Community Facilities District No. 2021-1 (Sheldon Farms North), (the “District”), defining the public services (the “Services”) to be provided by the District, authorizing the levy of a special tax on property within the District and preliminarily establishing an appropriations limit for the District, all pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”); and

WHEREAS, under the provisions of the Resolution of Formation, and pursuant to the resolution entitled “A Resolution of the Board of the Cosumnes Community Services District Calling a Special Election for a Community Facilities District” (the “Resolution Calling the Election”) heretofore adopted by this Board, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the District as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Resolution Calling the Election, which are by this reference incorporated herein, the special election has been held and the Secretary of the Board has on file a Canvass and Statement of Results of Election, (the “Canvass”) a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Board has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the District; and

WHEREAS, recording of notices of special tax liens against property subject to a special tax is necessary to ensure payment of the special tax by the owner of the property; and

WHEREAS, all proceedings and actions taken by the District with respect to CFD 2020-1 were valid and in conformity with the Act.

NOW, THEREFORE, the Board of the Cosumnes Community Services District, DOES HEREBY RESOLVE as follows:

1. The foregoing recitals are true and correct.
2. The issues presented at the special election were the levy of a special tax within the District and the approval of an annual appropriations limit of not to exceed an amount equal to the proceeds of the special tax collected annually all pursuant to the Resolution of Formation.

3. The Board hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the District. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the District by more than two-thirds (2/3) of the votes cast at the special election.

4. Pursuant to the voter approval, the District is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all 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 District were valid and in conformity with the Act.

5. The Secretary of the Board is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Sacramento a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this Resolution by the Board.

6. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED this 16th day of June, 2021.

AYES: 

NOES: 

ABSTAIN: 

ABSENT: 

Jim Luttrell, President

Attest: 

Joshua Green, Secretary
EXHIBIT A
COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on June 16, 2021, I canvassed the returns of the election held on June 16, 2021, for the Cosumnes Community Services District, Community Facilities District No. 2021-1 (Sheldon Farms North) and the total number of ballots cast in such election 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:

<table>
<thead>
<tr>
<th>Qualified Landowner</th>
<th>Votes Cast</th>
<th>Votes YES</th>
<th>Votes NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cosumnes Community Services District, Community Facilities District No. 2021-1 (Sheldon Farms North)</td>
<td>97</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Special Tax Election, June 16, 2021

BALLOT MEASURE: Shall the Cosumnes Community Services District be authorized to annually levy a special tax solely on lands within the Community Facilities District No. 2021-1 (Sheldon Farms North) (the “CFD”) in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the Board of the District on June 16, 2021, commencing in the District’s fiscal year 2021/22, to pay for the maintenance of parks, parkways, landscaping services, the costs of the District in administering the CFD and County charges, and shall the annual appropriations limit of the CFD be established in the amount of $1,000,000.00?

Yes: 

No: 

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on June 16, 2021.
Attachment D
NOTICE IS HEREBY GIVEN that on June 16, 2021, the Board of Directors of the Cosumnes Community Services District introduced Ordinance No. _16_, entitled:

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF COSUMNES COMMUNITY SERVICES DISTRICT, AUTHORIZING THE LEVY OF SPECIAL TAXES IN A COMMUNITY FACILITIES DISTRICT**

If adopted, this ordinance will authorize the levy of a special tax within the Community Facilities District No. 2021-1 (Sheldon Farms North) (the “District”), at the rate and in accordance with the rate and method of apportionment of special tax set forth in the Resolution of Formation approved by the Board of Directors on June 16, 2021, by Resolution No. _16_. The special tax levy would commence in fiscal year 2021/22 and each fiscal year thereafter to pay for the costs of services and administering the District. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. This ordinance will be considered for adoption at the Regular Meeting of the Board of Directors on Wednesday, July 7, 2021, at 6:30 p.m.

A certified copy of the full text of Ordinance No. _16_ is available for review in the Office of the Secretary of the Board, 8820 Elk Grove Blvd, Elk Grove, California 95624.

__________________________________
Secretary of the Board
Cosumnes Community Services District
Attachment E
ATTACHMENT E

ORDINANCE NO. 16

AN ORDINANCE OF THE BOARD OF DIRECTORS OF COSUMNES
COMMUNITY SERVICES DISTRICT, AUTHORIZING THE LEVY OF
SPECIAL TAXES IN A COMMUNITY FACILITIES DISTRICT

COSUMNES COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

WHEREAS, this Board of the Cosumnes Community Services District (the “Board”) on May 5, 2021, adopted Resolution No. 2021-28 entitled “A Resolution of the Board of Directors of Cosumnes Community Services District, Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes” (the “Resolution of Intention”) has conducted proceedings (the “Proceedings”) to establish the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”) to provide for the costs of fire protection, park maintenance, and landscaping services (the “Services) as provided in the Act; and

WHEREAS, the Resolution of Intention called for a public hearing to be held on June 16, 2021, and as part of the Proceedings, the Board held a public hearing under the Act relative to the determination to proceed with the formation of the District and the rate and method of apportionment of the special tax (the “Special Tax”) to be levied within the District to finance the Services and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Board and a full and fair hearing was held; and

WHEREAS, upon the conclusion of the hearing, this Board adopted a resolution entitled “A Resolution of the Board of Directors of Cosumnes Community Services District, Establishing the Formation of a Community Facilities District” (the “Resolution of Formation”), whereby the Board (i) established the District, (ii) authorized the levy of the Special Tax within the District, and (iii) preliminarily established an appropriations limit for the District, all pursuant to the Act; and

WHEREAS, on June 16, 2021, a special election was held among the landowner voters within the District at which the landowner voters approved the proposition relating to the levy of Special Taxes within the District and the establishment of an appropriations limit for the District by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Board; and

WHEREAS, the Board ordered the recordation with the County Recorder of the County of Sacramento of a Notice of Special Tax Lien (the “Notice”).

NOW, THEREFORE, the Board of Directors of the Cosumnes Community Services District, DOES HEREBY RESOLVE as follows:

15. The foregoing recitals are true and correct.
16. By the passage of this Ordinance, the Board hereby authorizes and levies the Special Tax within the District pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation, which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2021/22 and in each fiscal year thereafter to pay for the Services for the District and all costs of administering the District, as contemplated by the Resolution of Formation and the Proceedings.

17. The General Manager of the Cosumnes Community Services District or designee or employee or consultant of the Cosumnes Community Services District is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the District, in the manner and as provided in the Resolution of Formation.

18. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the District in excess of the maximum Special Tax specified in the Resolution of Formation.

19. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of the costs of the Services, the payment of the costs of the Cosumnes Community Services District in administering the District, and the costs of collecting and administering the Special Tax.

20. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Board may provide for other appropriate methods of collection by resolution(s) of the Board of Directors. The General Manager of the Cosumnes Community Services District is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Sacramento in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Sacramento for fiscal year 2021/22 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the Cosumnes Community Services District.

21. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the Services and the incidental costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single purpose of the special tax; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or fund(s) into which the proceeds shall be deposited; (d) there shall be caused to be prepared an annual report of the District containing the information set forth in Section 50075.3 of the Government Code.

22. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the District, by a court of competent
jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the District shall not be affected.

23. The President of the Board shall sign this Ordinance and the Secretary of the Board shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation.

24. This Ordinance shall take effect upon its adoption.

INTRODUCED and first read on the 16th day of June, 2021; and PASSED AND ADOPTED this 7th day of July, 2021.

DATED:

ROLL CALL:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Luttrell, President

Attest: Joshua Green, Secretary
Attachment F
COSUMNES COMMUNITY SERVICES DISTRICT

Community Facilities District Report For:

Community Facilities District No. 2021-1
(Sheldon Farms North)

June 16, 2021

Prepared by:

nbsgov.com
## TABLE OF CONTENTS

1. Introduction ................................................................................................................... 1

2. Description of Services.................................................................................................... 2
   2.1 Services...................................................................................................................... 2

3. Cost Estimate.................................................................................................................. 3
   3.1 Initial Maximum Amount Proposed to be Expended................................................ 3
   3.2 Anticipated Maximum Special Tax Revenue............................................................. 3

4. Proposed Boundaries of the CFD ..................................................................................... 5

5. Rate and Method of Apportionment ............................................................................... 6
1. INTRODUCTION

The Board of Directors (the “Board”) of the Cosumnes Community Services District (the “District”), State of California pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on May 5, 2021, adopted Resolution No. 2021-28 entitled “A Resolution of the Board of Directors of Cosumnes Community Services District Declaring its Intention to Establish a Community Facilities District and to Authorized the Levy of Special Taxes” (the “Resolution of Intention”) stating its intention to form Community Facilities District No. 2021-1 (Sheldon Farms North) (the “CFD”). In the Resolution of Intention, the Board ordered the General Manager of the District (the “Manager”) to prepare a written Community Facilities District Report (the “Report”) for the CFD.

The Resolution of Intention described certain services (the “Services”) to be financed by the CFD and directed that the Report be prepared.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the District.

NOW, THEREFORE, I, the Manager, hereby submit the following data:

1. DESCRIPTION OF SERVICES AND COST ESTIMATE: A general description of the authorized Services, including the cost estimate for such Services, and a listing of the incidental expenses related thereto, is shown in Section 2 and hereby made a part hereof.

2. PROPOSED BOUNDARIES OF THE CFD: The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the map of the CFD which is set forth in Section 3 and hereby made a part hereof.

3. RATE AND METHOD OF APPORTIONMENT: The Rate and Method of Apportionment for the CFD is set forth in Section 4 and hereby made a part hereof.

Dated as of ____________________

By: ______________________________
    Manager
2. DESCRIPTION OF SERVICES

2.1 Services

The services include: (a) fire protection, park maintenance, and landscaping services within or in the vicinity of the CFD; (b) payment of Administrative Expenses; (c) payment of any amounts required to establish or replenish any repair and contingency funds, capital improvement replacement funds, or reserve funds for the CFD, (d) payment for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; and (e) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

The foregoing description of the types of services eligible to be funded is general in nature and includes any appurtenant work and incidental expenses relating to the services. The final nature and location of the services will be determined upon the preparation of final plans and specifications for such services.
3. COST ESTIMATE

3.1 Initial Maximum Amount Proposed to be Expended

The following table shows the initial maximum amount proposed to be expended on fire protection services:

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Total Anticipated Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Protection Services</td>
<td>$150,354.60</td>
</tr>
<tr>
<td>Total</td>
<td>$150,354.60</td>
</tr>
</tbody>
</table>

The following table shows the initial maximum amount proposed to be expended on park maintenance and landscaping services:

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Total Anticipated Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Maintenance and Landscaping Services</td>
<td>$139,550.18</td>
</tr>
<tr>
<td>Total</td>
<td>$139,550.18</td>
</tr>
</tbody>
</table>

3.2 Anticipated Maximum Special Tax Revenue

The initial maximum special tax rates for fire protection services are set forth in the Rate and Method of Apportionment for the CFD. Based upon anticipated development, the anticipated initial maximum special tax revenue is as follows:

<table>
<thead>
<tr>
<th>Property Type</th>
<th>2021/22 Maximum Special Tax Rate</th>
<th>Total Anticipated Maximum Special Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family Property</td>
<td>$310.00 per Unit</td>
<td>$121,210.00</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>178.60 per Unit</td>
<td>22,503.60</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>0.145 per 1,000 Feet of Building Square Footage</td>
<td>6,641.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$150,354.60</td>
</tr>
</tbody>
</table>
The initial maximum special tax rates for park maintenance and landscaping services are set forth in the Rate and Method of Apportionment for the CFD. Based upon anticipated development, the anticipated initial maximum special tax revenue is as follows:

<table>
<thead>
<tr>
<th>Property Type</th>
<th>2021/22 Maximum Special Tax Rate</th>
<th>Total Anticipated Maximum Special Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single- Family Property</td>
<td>$268.08 per Unit</td>
<td>$111,857.28</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>171.65 per Unit</td>
<td>21,627.90</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>1,144.34 per Acre</td>
<td>6,065.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$139,550.18</strong></td>
</tr>
</tbody>
</table>
4. PROPOSED BOUNDARIES OF THE CFD

The Boundary Map of the CFD is shown on the following page. The Boundary Map of the CFD was recorded in the Sacramento County Recorder’s Office on May 7, 2021, in Book 134 at Page 7 of Maps of Assessment and Community Facilities Districts, as Document # 202105071309.
PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-1
(SHELDON FARMS NORTH)

COSUMNES COMMUNITY SERVICES DISTRICT
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE COSUMNES COMMUNITY SERVICES DISTRICT
THIS _____ DAY OF ___, 20__,
SECRETARY OF THE BOARD
I HEREBY CERTIFY THAT THE MAP SHOWN WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-1 (SHELDON FARMS NORTH), COSUMNES COMMUNITY SERVICES DISTRICT, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING HELD ON THE DAY OF ___, 20__,
SECRETARY OF THE BOARD

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

Source: Sacramento County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet
5. RATE AND METHOD OF APPORTIONMENT

The Rate and Method of Apportionment for the CFD is shown on the following pages.
A Special Tax shall be levied and collected in the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North) (“CFD 2021-1”) each Fiscal Year, in an amount determined by the application of the procedures described below. All taxable property (as defined below) in CFD 2021-1, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

“Accessory Dwelling Unit” means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

“Acre” or “Acreage” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map or in the Assessor’s Data for each Assessor’s Parcel. In the event the Assessor’s Parcel Map or Assessor’s Data shows no Acreage, the Acreage for any Assessor’s Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor’s Parcel may be determined utilizing GIS. The square footage of an Assessor’s Parcel is equal to the Acreage of such parcel multiplied by 43,560.


“Administrative Expenses” means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-1: the costs of computing the Annual Special Tax Requirement – Fire Services, the Annual Special Tax Requirement – Park Services, and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor’s Office, Tax Collector’s Office or Treasurer’s Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-1.

“Annual Services Costs” means the amounts required to fund the fire protection and parks services authorized to be funded by CFD 2021-1.

“Annual Special Tax Requirement – Fire Services” means that amount with respect to CFD 2021-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs for fire protection services, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD
“Annual Special Tax Requirement – Park Services” means that amount with respect to CFD 2021-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs for park maintenance services, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Units, Building Square Footage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County Assessor for purposes of identification.

“Building Square Foot(age)” means the structure square footage as shown on the building permit issued or as contained in the Assessor’s Data.

“CFD 2021-1” means the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North), County of Sacramento, State of California.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of CFD 2021-1.

“Commercial Property” means all Assessor’s Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Sacramento, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2021-1 for which a building permit for new construction was issued by the applicable land use authority prior to June 1 of the preceding Fiscal Year.

“District” means the Cosumnes Community Services District, County of Sacramento, California.

“Exempt Property” means all property located within the boundaries of CFD 2021-1 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.
“GIS” means a geographic information system.

“Maximum Special Tax – Fire Services” means the maximum Special Tax authorized to fund fire protection services in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Maximum Special Tax – Park Services” means the maximum Special Tax authorized to fund park maintenance services in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that have more than one property classifications, allowing for both residential and other use types on each such Assessor’s Parcel. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Multi-Family Property” means, in any Fiscal Year, all Assessor’s Parcels of Developed Property with two or more Units that share a single Assessor’s Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor’s Data or as otherwise known by the CFD Administrator. Multi-Family Property also means, in any Fiscal Year, all Assessor’s Parcels of Developed Property with one Unit with a single Assessor’s Parcel Number that is a condominium pursuant the definition in Civil Code Section 4125 or a townhome.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property within the boundaries of CFD 2021-1 which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services respectively are equal for all Assessor’s Parcels of Developed Property within CFD 2021-1.

“Public Property” means any property within the boundaries of CFD 2021-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, the City of Elk Grove or any local government or other public agency.

“Single Family Property” means, in any Fiscal Year, all Parcels of Developed Property with one permanent dwelling Unit, according to Assessor’s Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

“Special Tax(es)” means, collectively, the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services.

“Tax Escalation Factor” means a factor equal to 4% that will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services shown in Section III.
“Taxable Property” means all Parcels within the boundary of CFD 2021-1 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act.

“Undeveloped Property” means all Parcels within CFD No. 2021-1 that are not Developed Property.

“Unit” means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

“Welfare Exempt Property” means all Parcels within the boundaries of CFD 2021-1 that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD 2021-1. If any Assessor’s Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services shall be assigned to the new Assessor’s Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) which Parcels are Developed Property and Undeveloped Property; (ii) the number of Units, Acreage, or Building Square Footage each Parcel contains; (iii) the property type, i.e. Single Family Property, etc; and (iv) the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement – Fire Services shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.


Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax – Fire Services described in the Table 1 below to satisfy the Annual Special Tax Requirement – Fire Services.

The Annual Special Tax Requirement – Park Services shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.

First. Determine the Annual Special Tax Requirement – Park Services.

Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax – Park Services described in the Table 2 below to satisfy the Annual Special Tax Requirement – Park Services.
Under no circumstances will the Special Tax on any Assessor’s Parcel of used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within CFD No. 2020-1.

### TABLE 1
**MAXIMUM SPECIAL TAX RATES - FIRE SERVICES**  
**FISCAL YEAR 2021/22***

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Maximum Special Tax Rate – Fire Services</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Property</td>
<td>$310.00</td>
<td>Unit</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>178.60</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>0.145 1,000 Feet of Building Square Footage</td>
<td></td>
</tr>
</tbody>
</table>

*On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate – Fire Services shall be increased by the Tax Escalation Factor.

### TABLE 2
**MAXIMUM SPECIAL TAX RATES - PARK SERVICES**  
**FISCAL YEAR 2021/22***

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Maximum Special Tax Rate – Park Services</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Property</td>
<td>$268.08</td>
<td>Unit</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>171.65</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>1,144.34</td>
<td>Acre</td>
</tr>
</tbody>
</table>

*On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate – Park Services shall be increased by the Tax Escalation Factor.

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax -Fire Services and the Maximum Special Tax -Park Services levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax -Fire Services and the Maximum Special Tax -Park Services for all Units and Building Square Feet of each property type on that Assessor’s Parcel.

### IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

### V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Undeveloped Property, Property Owner Association Property, or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.
As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Tax for which an exemption has been granted. A refund of the amount of Special Tax paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

**VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT**

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the Board of Directors by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

**VII. MANNER AND DURATION OF SPECIAL TAX**

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-1, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-1, as needed to fund the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services respectively, in perpetuity.

**VIII. APPEAL OF SPECIAL TAX LEVY**

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator’s decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years’ Special Taxes, but an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.
NOTICE OF SPECIAL TAX LIEN

COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 2021-1
(Sheldon Farms North)

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”), the undersigned Secretary of the Board of the Cosumnes Community Services District, County of Sacramento, State of California hereby gives notice 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 all or a portion of the public services described on Exhibit A attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within “Community Facilities District No. 2021-1 (Sheldon Farms North)” (the “CFD”) which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Sacramento, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.
The name(s) of the owner(s) and the assessor’s tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the Boundary Map of the CFD recorded on May 7, 2021 at 11:08 A.M. as Instrument Number 202105071309 in Book 134 of Assessment and Community Facilities Districts at Page 7 in the Office of the County Recorder of the County of Sacramento, State of California, which Map is now the Final Boundary Map of the CFD.

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 Cosumnes Community Services District, 8820 Elk Grove Blvd, Elk Grove, California 92624; telephone number (916) 405-5600.

Dated: As of June 16, 2021

By: 

Secretary of the Board
Cosumnes Community Services District
EXHIBIT A

COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 2021-1
(Sheldon Farms North)

DESCRIPTION OF SERVICES

The services include: (a) fire protection, park maintenance, and landscaping services within or in the vicinity of CFD No. 2021-1; (b) payment of Administrative Expenses; (c) payment of any amounts required to establish or replenish any repair and contingency funds, capital improvement replacement funds, or reserve funds for CFD No. 2021-1, (d) payment for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; and (e) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

The foregoing description of the types of services eligible to be funded is general in nature and includes any appurtenant work and incidental expenses relating to the services. The final nature and location of the services will be determined upon the preparation of final plans and specifications for such services.
EXHIBIT B

COSUMNES COMMUNITY SERVICES DISTRICT
Community Facilities District No. 2021-1
(Sheldon Farms North)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
A Special Tax shall be levied and collected in the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North) (“CFD 2021-1”) each Fiscal Year, in an amount determined by the application of the procedures described below. All taxable property (as defined below) in CFD 2021-1, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

“Accessory Dwelling Unit” means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

“Acre” or “Acreage” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map or in the Assessor’s Data for each Assessor’s Parcel. In the event the Assessor’s Parcel Map or Assessor’s Data shows no Acreage, the Acreage for any Assessor’s Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor’s Parcel may be determined utilizing GIS. The square footage of an Assessor’s Parcel is equal to the Acreage of such parcel multiplied by 43,560.


“Administrative Expenses” means the following actual or reasonably estimated costs directly related to the administration of CFD 2021-1: the costs of computing the Annual Special Tax Requirement – Fire Services, the Annual Special Tax Requirement – Park Services, and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor’s Office, Tax Collector’s Office or Treasurer’s Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from any delinquent Special Tax in CFD 2021-1.

“Annual Services Costs” means the amounts required to fund the fire protection and parks services authorized to be funded by CFD 2021-1.

“Annual Special Tax Requirement – Fire Services” means that amount with respect to CFD 2021-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs for fire protection services, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD
2021-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Annual Special Tax Requirement – Park Services” means that amount with respect to CFD 2021-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs for park maintenance services, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2021-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Units, Building Square Footage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County Assessor for purposes of identification.

“Building Square Footage” means the structure square footage as shown on the building permit issued or as contained in the Assessor’s Data.

“CFD 2021-1” means the Cosumnes Community Services District Community Facilities District No. 2021-1 (Sheldon Farms North), County of Sacramento, State of California.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of CFD 2021-1.

“Commercial Property” means all Assessor’s Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Sacramento, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2021-1 for which a building permit for new construction was issued by the applicable land use authority prior to June 1 of the preceding Fiscal Year.

“District” means the Cosumnes Community Services District, County of Sacramento, California.

“Exempt Property” means all property located within the boundaries of CFD 2021-1 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.
“GIS” means a geographic information system.

“Maximum Special Tax – Fire Services” means the maximum Special Tax authorized to fund fire protection services in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Maximum Special Tax – Park Services” means the maximum Special Tax authorized to fund park maintenance services in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that have more than one property classifications, allowing for both residential and other use types on each such Assessor’s Parcel. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Multi-Family Property” means, in any Fiscal Year, all Assessor’s Parcels of Developed Property with two or more Units that share a single Assessor’s Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor’s Data or as otherwise known by the CFD Administrator. Multi-Family Property also means, in any Fiscal Year, all Assessor’s Parcels of Developed Property with one Unit with a single Assessor’s Parcel Number that is a condominium pursuant the definition in Civil Code Section 4125 or a townhome.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property within the boundaries of CFD 2021-1 which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services respectively are equal for all Assessors’ Parcels of Developed Property within CFD 2021-1.

“Public Property” means any property within the boundaries of CFD 2021-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, the City of Elk Grove or any local government or other public agency.

“Single Family Property” means, in any Fiscal Year, all Parcels of Developed Property with one permanent dwelling Unit, according to Assessor’s Data or as otherwise known by the CFD Administrator. Single Family Property does not include any property that is considered Multi-Family Property.

“Special Tax(es)” means, collectively, the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services.

“Tax Escalation Factor” means a factor equal to 4% that will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services shown in Section III.
“**Taxable Property**” means all Parcels within the boundary of CFD 2021-1 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act.

“**Undeveloped Property**” means all Parcels within CFD No. 2021-1 that are not Developed Property.

“**Unit**” means any individual single family detached or attached home, townhome, condominium, apartment, mobile home or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

“**Welfare Exempt Property**” means all Parcels within the boundaries of CFD 2021-1 that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. **DETERMINATION OF TAXABLE PARCELS**

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD 2021-1. If any Assessor’s Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax – Fire Services and the Maximum Special Tax – Park Services shall be assigned to the new Assessor’s Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) which Parcels are Developed Property and Undeveloped Property; (ii) the number of Units, Acreage, or Building Square Footage each Parcel contains; (iii) the property type, i.e. Single Family Property, etc; and (iv) the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services for the Fiscal Year.

III. **SPECIAL TAX - METHOD OF APPORTIONMENT**

All Taxable Property shall be subject to a Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement – Fire Services shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.


Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax – Fire Services described in the Table 1 below to satisfy the Annual Special Tax Requirement – Fire Services.

The Annual Special Tax Requirement – Park Services shall be apportioned to each Parcel within CFD 2021-1 by the method shown below.

First. Determine the Annual Special Tax Requirement – Park Services.

Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax – Park Services described in the Table 2 below to satisfy the Annual Special Tax Requirement – Park Services.
Under no circumstances will the Special Tax on any Assessor’s Parcel of used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within CFD No. 2020-1.

**TABLE 1**

**MAXIMUM SPECIAL TAX RATES - FIRE SERVICES**

**FISCAL YEAR 2021/22**

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Maximum Special Tax Rate – Fire Services</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Property</td>
<td>$310.00</td>
<td>Unit</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>178.60</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>0.145</td>
<td>1,000 Feet of Building Square Footage</td>
</tr>
</tbody>
</table>

*On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate – Fire Services shall be increased by the Tax Escalation Factor.*

**TABLE 2**

**MAXIMUM SPECIAL TAX RATES - PARK SERVICES**

**FISCAL YEAR 2021/22**

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Maximum Special Tax Rate – Park Services</th>
<th>Per</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Property</td>
<td>$268.08</td>
<td>Unit</td>
</tr>
<tr>
<td>Multi-Family Property</td>
<td>171.65</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial Property</td>
<td>1,144.34</td>
<td>Acre</td>
</tr>
</tbody>
</table>

*On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate – Park Services shall be increased by the Tax Escalation Factor.*

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax -Fire Services and the Maximum Special Tax -Park Services levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax -Fire Services and the Maximum Special Tax -Park Services for all Units and Building Square Feet of each property type on that Assessor’s Parcel.

**IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS**

The Special Tax may not be prepaid.

**V. EXEMPTIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Undeveloped Property, Property Owner Association Property, or Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.
As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Tax for which an exemption has been granted. A refund of the amount of Special Tax paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the Board of Directors by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2021-1, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2021-1, as needed to fund the Annual Special Tax Requirement – Fire Services and the Annual Special Tax Requirement – Park Services respectively, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator’s decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years’ Special Taxes, but an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.
## EXHIBIT C

**COSUMNES COMMUNITY SERVICES DISTRICT**  
Community Facilities District No. 2021-1  
(Sheldon Farms North)

### ASSESSOR’S PARCEL NUMBERS  
AND OWNERS OF LAND WITHIN COMMUNITY FACILITIES DISTRICT

<table>
<thead>
<tr>
<th>Assessor's Parcel No.</th>
<th>Name of Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>116-0012-051-0000</td>
<td>Jen California 18, LLC</td>
</tr>
<tr>
<td>116-0012-059-0000</td>
<td></td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE:       June 16, 2021
TO:         Board of Directors
FROM:       Paul Mewton, Chief of PDC
BY:         Sheri Noblett, Senior Landscape Architect
SUBJECT:    AUTHORIZE THE AWARD OF CONTRACT FOR OASIS PARK PRESCHOOL -
            CONTRACT #PC-21-004

RECOMMENDATION

The Board of Directors:
1) Finds that no further environmental review is required under the California Environmental
   Quality Act (CEQA) for Oasis Park Preschool ("Project");
2) Awards the contract for the construction of Oasis Park Preschool to JPB Designs, Inc. in
   the amount of $1,967,000 plus a 10% contingency in the amount of $196,700;
3) Authorizes the General Manager to sign the Contract Completion Notice upon acceptance
   of the project.

BACKGROUND/ANALYSIS

Oasis Community Park is a 20-acre park located at the southeast corner of Whitelock Parkway
and Knotts Drive within the Madeira South subdivision of the Laguna Ridge Development. Oasis
Community Park was the first community park developed in accordance with the 2015
Memorandum of Understanding (MOU) between the CSD and City of Elk Grove (City), which
specified that future parks within Laguna Ridge will be designed, owned and operated by the
CSD and funded solely by fees collected by the City. The Board approved construction of Oasis
Park on January 16, 2019. Construction was recently completed and the CSD assumed
maintenance on April 12, 2021.

Oasis Park Preschool, the second phase of the project, is a 4,300 square foot preschool building
located at the southwest corner of the park at the intersection of Poppy Ridge Road and Knotts
Drive. The building was designed by MFDB Architects with a midcentury architecture aesthetic
with angular roof planes and strategically placed windows to reduce solar exposure (See
attachment A) The building will include two classrooms with a central spine consisting of
restrooms and a kitchen area. The work will include perimeter fencing of the rear play yard and
electronic security gates for controlled access to the park. Design and construction of the play
yard is not within the scope of this contract and will be a future project.

Environmental
The California Environmental Quality Act (Section 21000, et. seq. of the California Public
Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary
"projects." A “project,” under CEQA, is defined as “the whole of an action, which has a potential
for resulting in either a direct physical change in the environment, or a reasonably foreseeable
indirect physical change in the environment.” Oasis Community Park is a project under CEQA.
On June 16, 2004, the Elk Grove City Council certified an Environmental Impact Report (EIR)
and adopted a Mitigation Monitoring and Reporting Program for the Laguna Ridge Specific Plan
(SCH No. 2000082139) (LRSP), which included construction of the Oasis Community Park and
the preschool. The potential environmental impacts were adequately analyzed as part of the EIR. No substantial changes are proposed to the project and there are no substantial changes in circumstances or new information that would require major revisions to the EIR. Therefore, no further environmental review is required.

**Bid Recommendation**

On May 4, 2021, the following twelve (12) bids were received for the construction of Oasis Park Preschool, #PC-21-004.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPB Designs, Inc.</td>
<td>$1,967,000.00</td>
</tr>
<tr>
<td>Simile Construction Service, Inc.</td>
<td>$2,157,500.00</td>
</tr>
<tr>
<td>Abide Builders</td>
<td>$2,200,000.00</td>
</tr>
<tr>
<td>REM Construction, Inc.</td>
<td>$2,256,691.00</td>
</tr>
<tr>
<td>Swierstok Enterprise Inc.</td>
<td>$2,280,000.00</td>
</tr>
<tr>
<td>D.G. Granade, Inc.</td>
<td>$2,410,000.00</td>
</tr>
<tr>
<td>Diede Construction, Inc.</td>
<td>$2,433,000.00</td>
</tr>
<tr>
<td>Roebelen Contracting, Inc.</td>
<td>$2,479,000.00</td>
</tr>
<tr>
<td>Z Squared Construction</td>
<td>$2,480,000.00</td>
</tr>
<tr>
<td>Kaler/Dobler Construction, Inc.</td>
<td>$2,520,000.00</td>
</tr>
<tr>
<td>Bobo Construction, Inc.</td>
<td>$2,574,000.00</td>
</tr>
<tr>
<td>CWS Construction Group, Inc.</td>
<td>$2,635,000.00</td>
</tr>
</tbody>
</table>

After review of the bids, staff has determined that JPB Designs, Inc. is the lowest bidder submitting the lowest responsive bid of $1,967,000.00.

JPB Designs, Inc. has successfully provided construction services to the following public agencies in the region: Elk Grove Unified School District, UCD Medical Center, City of Rocklin, Regional Transit, Twin Rivers School District and the City of Pleasanton.

The work to be performed under this contract includes the furnishing of all labor, materials, equipment, tools, transportation and services necessary for the construction of a 4,305 square foot preschool, including but not limited to grading, utility infrastructure, electrical, concrete flatwork, landscaping, irrigation and site furnishings.

Construction is anticipated to begin in July/August 2021. The contract allows 220 working days to complete the required work. The building should be complete in the summer of 2022 and open to the public in the late summer/early fall of 2022.

**FINANCIAL ANALYSIS**

There is no fiscal impact on District resources as the project (design, construction and construction administration) and ongoing building maintenance is fully funded by the City in accordance with the 2019 MOU.

The Engineer’s Estimate for this project was $1,850,000. The lowest responsive bid of $1,967,000.00 exceeded the estimate by 6%. The project budget (design, construction, construction management, and permitting) identified in the City of Elk Grove’s Capital Improvement Plan (CIP) was $2,100,000. Although the bid did not exceed this amount, additional funds were needed for a 10% construction contingency. The city has reallocated
funds within the Laguna Ridge Parks fund to fully fund the project thereby allowing the award of the bid plus a 10% construction contingency of $196,700 totaling $2,163,700.

**SUSTAINABILITY ANALYSIS**

The Oasis Park Preschool project meets the following Climate Action Plan measures:

- **BD-1 Energy Efficient Buildings** – The AC system utilizes rooftop units with the highest efficiency ratings offered for this type of unit with seasonal efficiency ratings of 19.0 SEER and 20.0 SEER. They are equipped with 100% economizers, which provide savings in compressor use; allowing outside air to provide cooling when outside conditions allow, so the compressor runs less.

- **BD-2 Lighting Efficiency** – All interior lighting is LED with occupancy sensors, timers, photo sensors and daylight controls to increase energy and cost savings.

- **LP-1 Bicycle Parking** - A bike locker is included in the scope of the project.

- **LP-2 Bicycle and Pedestrian Infrastructure** – The preschool has both bicycle and pedestrian connectivity to a north/south trail system allowing easy access to neighborhoods both north and south of the facility.

- **LP-3 Electric Vehicle Charging Infrastructure** – Infrastructure for a vehicle charging station was installed with the Oasis Park project. A level 2 charging bollard will be installed with the project using grant funds from the Sacramento County Incentive Project in partnership with Sacramento Municipal Utility District (SMUD).

- **LP-5 Cool Communities** – The building utilizes a light gray single-ply PVC membrane “cool roof” to help reduce the heat-island effect. Windows capitalize on primarily north-facing orientation with relatively modest openings in the other orientations. Southern-facing openings, and windows in proximity to the entrances, are shaded by weather-protection canopies at the entrances.

- **LM-4 Water Efficient Landscape Design** - Drought tolerant landscaping surrounds the preschool building.

- **LM-7 Recycled Water** – The irrigation system is supplied with non-potable/recycled water delivered by the Sacramento County Water Agency.

- **SW-3 Construction Waste Diversion** – The City of Elk Grove requires that the contractor submit for approval a Waste Management Plan prior to beginning construction.

Respectfully submitted,

Paul Mewton  
Chief of PDC

**ATTACHMENT:** A – Oasis Park Preschool Building Elevation

Staff Report recommendation authorized  

Approved as to Form:

[Signature]

General Manager

[Signature]

District Counsel
Attachment A
RECOMMENDATION

The Board of Directors:

1) Awards the contract for the construction of Lichtenberger Park and Pedersen Park Playground Revitalizations to Sierra Valley Construction, Inc. in the amount of $1,536,351.35 (base bid in the amount of $1,463,813.15 plus additive bid alternates A-C in the amount of $72,538) plus a 6.5% contingency in the amount of $99,863;

2) Authorizes additional funding allocation from Zone 1 Quimby Fees (Laguna) in the amount of $500,000; and

3) Authorizes the General Manager to sign the Contract Completion Notice upon acceptance of the project.

BACKGROUND/ANALYSIS

Lichtenberger Park, both north and south portions, is a 15.56 acre neighborhood park built in 1992 located in the Laguna area within L & L Benefit Zone 1 (Laguna). Renovations will be performed at Lichtenberger South and will include both the expansion of the playground and replacement of play equipment, a new prefabricated restroom, the addition of a picnic area with shade structures, bocce ball and cornhole court, adult fitness station, site furnishings and pedestrian accessibility improvements.

Pedersen Park is a 5.8 acre neighborhood park built in 1992 also located in the Laguna area within L & L Benefit Zone 1 (Laguna). Renovations at Pedersen Park include both the expansion of the playground and replacement of play equipment, the addition of a shade structure and picnic area, site furnishings, pedestrian accessibility improvements and miscellaneous landscape improvements.

Bid Recommendation

On May 18, 2021, the following four (4) bids were received for the construction of Lichtenberger Park and Pedersen Park Playground Revitalizations, #PC-21-002.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Base Bid w/ Bid Alternates A-J</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sierra Valley Construction, Inc.</td>
<td>$1,463,813.15</td>
<td>$1,643,486.75</td>
</tr>
<tr>
<td>Marina Landscape, Inc.</td>
<td>$1,518,825.00</td>
<td>$1,741,993.00</td>
</tr>
<tr>
<td>Olympic Land Construction</td>
<td>$1,537,650.00</td>
<td>$1,701,650.00</td>
</tr>
<tr>
<td>TJR Resources, Inc.</td>
<td>$1,636,704.50</td>
<td>$1,843,286.66</td>
</tr>
</tbody>
</table>

The base bid amount was the basis of award for this contract. After review of the bids, staff has determined that Sierra Valley Construction, Inc. is the lowest bidder submitting the lowest responsive bid of $1,463,813.15.
Sierra Valley Construction, Inc. has successfully completed the following projects for the CSD: McConnell Park Renovation, Foulks and Oneto Playground Revitalization, Elk Grove Veterans Memorial – Phase I, and Nottoli Park Playground & Water Play Addition.

The work to be performed under this contract includes the furnishing of all labor, materials, equipment, transportation and services necessary for the renovation of two existing parks/playgrounds. Work generally includes clearing, grubbing, and removal of existing improvements including export soil, concrete, site furnishings, wood fiber and play equipment; installation of a prefabricated restroom, sewer connection, electrical, concrete flatwork and curbing; installation of shade structures, play equipment, wood fiber and site furnishings; irrigation modifications and landscaping.

Construction is anticipated to begin in July/August 2021. The contract allows 220 working days to complete the required work. The contract time is longer than typically required for a playground renovation project to accommodate the off-site construction and delivery of the prefabrication restroom building at Lichtenberger Park. Pedersen Park and portions of Lichtenberger Park will likely be complete and open to the public in early 2022; however the restroom will not be complete until the summer of 2022.

**FINANCIAL ANALYSIS**

All bids exceeded the current construction budget of $1,246,000 in the Fiscal Year 20/21 Capital Improvement Plan (CIP). The lowest base bid, in the amount of $1,463,813.15, with a construction contingency of 5% for a total of $1,537,003.81, exceeds the construction budget by $291,003 or 23%.

Bid analysis reveals continued cost increases in all areas of construction work with no indication of normalization in the near future. Contractors indicate increases in steel, concrete, pipe and all raw materials are due to supply and demand shortages caused by the pandemic, recurring natural disasters and labor shortages.

In order to meet the approved construction budget for the project, staff has a few options:

1) **Rebid the project.** Given that the District received four competitive (4) bids and all were significantly higher; it is unlikely that rebidding the project will result in cost savings. In addition, rebidding would add a minimum of two months to the project schedule.

2) **Separate the park sites and rebid only one park site.** Although this option would allow the project to be fully funded with this fiscal year’s allocation, it would delay the delivery of the second site and other future revitalization projects. In addition, additional consultant and staff design costs would be incurred to revise the drawings and bid package and this option would add a minimum of three months to the project schedule. It would also likely result in higher overall construction costs due to additional mobilization costs.

3) **Award the contract in full.**

   Option 3, recommended by staff, is to award the contract in full by allocating additional funds from Zone 1 Quimby Fees (Laguna). Quimby Fees may only be used for new park amenities. Several new amenities are included in this project to align these sites with the District’s park design principles. At Lichtenberger Park, new amenities include: restroom, shade structures, bocce ball, cornhole, and an adult fitness station. At Pedersen Park, the shade structure and picnic area are a new amenity. These amenities total approximately $496,500. Therefore, an allocation of $500,000...
Staff Report: Authorize the Award of Contract for Lichtenberger Park and Pedersen Park Playground Revitalizations – Contract #PC-21-002

June 16, 2021

from Zone 1 Quimby Fees (Laguna) meets the criteria and prevents additional allocation from L&L Benefit Zone 1 (Laguna).

This approach acknowledges the increased costs, maintains the integrity of the project, meets the current park design principles and delivers a revitalization project to Benefit Zone 1 that is commensurate with the recent improvements at Davis, Mix, Foulks, Oneto, Batey and Wackman Parks.

The project is primarily funded with reserves from L&L Benefit Zone 1 (Laguna), but will be supplemented with Zone 1 Quimby Fees (Laguna) as described above. In addition, $134,000 of previously allocated construction funds will be returned to L&L Benefit Zone 1 (Laguna). Staff will amend the 2021-2026 Capital Improvement Plan (CIP) to reflect the changes in the Lichtenberger and Pedersen Playground Revitalization budget below to provide a fully funded project.

<table>
<thead>
<tr>
<th>COSTS</th>
<th>FY20/21 Budget</th>
<th>Revised FY20-21 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 1,246,000</td>
<td>$ 1,636,215</td>
</tr>
<tr>
<td>Design Costs</td>
<td>$ 107,490</td>
<td>$ 123,000</td>
</tr>
<tr>
<td>Construction Management</td>
<td>$ 80,000</td>
<td>$ 40,000</td>
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<tr>
<td>Permit Fees</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Project Contingency</td>
<td>$ 0</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 1,448,490</strong></td>
<td><strong>$ 1,814,215</strong></td>
</tr>
</tbody>
</table>

**SUSTAINABILITY ANALYSIS**

The Lichtenberger Park and Pedersen Park Playground Revitalizations project meets the following Climate Action Plan measures:

- BD-2 Lighting Efficiency – All restroom lighting is LED. Interior lighting is occupancy sensor controlled to increase energy and cost savings. Exterior LED lighting is controlled by a single photo cell.
- LP-1 Bicycle Parking - Bike racks have been added at each park site.
- LP-2 Bicycle and Pedestrian Infrastructure – Lichtenberger and Pedersen Parks are connected by a heavily used pedestrian and bicycle trail. A restroom along this trail alignment has been requested for several years and is a welcome addition to the bicycle and pedestrian infrastructure.

Respectfully submitted,

Paul Mewton
Chief of PDC

Staff Report recommendation authorized

Approved as to Form:

General Manager

District Counsel