



**CAMERON PARK COMMUNITY SERVICES DISTRICT**

2502 County Club Drive  
Cameron Park, CA 95682  
(530) 677-2231 Phone  
(530) 677-2201 Fax  
[www.cameronpark.org](http://www.cameronpark.org)

# AGENDA

Regular Board of Directors' Meetings are held  
Third Wednesday of the Month

**Wednesday, February 21, 2018**

**OPEN HOUSE - 5:30 to 6:30 p.m.**

**REGULAR BOARD MEETING - 6:30 p.m.**

Board will convene into Closed Session after Board Information Items.

Public is welcome to tour the fire station and meet the staff.

The open house and Board meeting will be held at:

Cameron Park Fire Station No. 89  
3200 Country Club Drive  
Cameron Park, CA 95682

### Board Members

|                |                |
|----------------|----------------|
| Holly Morrison | President      |
| Margaret Mohr  | Vice President |
| Monique Scobey | Board Member   |
| Greg Stanton   | Board Member   |
| Ellie Wooten   | Board Member   |

### Notice to the Public

An AGENDA in FINAL FORM is located in the Reception area in the District Office and posted at each of the Cameron Park Fire Stations and on the District's website at [www.cameronpark.org](http://www.cameronpark.org). Support material is available for public inspection at the District Office and on the District website. Sessions of the Board of Directors may be recorded and members of the audience are asked to give their name and address before addressing the Board.

Any written document that relates to an agenda item for an open session of a regular meeting of the Board of Directors which is distributed less than 72 hours prior to the meeting, is available for public inspection at the same time the writing is distributed to the members of the Board of Directors. Such written documents will be made available at the District Office and on the District website.

The Cameron Park Community Services District is committed to ensuring that all persons are provided the resources to participate in its public meetings. For the public's information, we are now taking email requests for future notification of Community Services District meetings. Please contact the District office at 530-677-2231 or [cpcsd@cameronpark.org](mailto:cpcsd@cameronpark.org) if you require public documents in alternate formats or accommodation during public meetings.

## **CALL TO ORDER**

1. Roll Call
  2. Pledge of Allegiance
- 

## **ADOPTION OF THE AGENDA**

*The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.*

3. Adopt the Agenda
- 

## **RECOGNITIONS AND PRESENTATIONS**

*Board of Directors express appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.*

*Board of Directors receive guest speakers who have been invited to present items to the Board that are of interest to the District.*

4. Sharks Swim Team – Presentation by Sharks Swim Team President Lisa Franzi.
- 

## **APPROVAL OF CONSENT CALENDAR**

*The following Consent Calendar items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Calendar by a Board member or a member of the audience and placed under General Business #11 to be discussed and acted upon individually.*

5. Conformed Agenda - Board of Directors Meeting, January 17, 2018
6. Conformed Agenda – Parks & Recreation Committee Meeting, February 5, 2018
7. Staff Reports
  - a. General Manager
  - b. Fire Department
  - c. Recreation Department
  - d. Parks & Facilities Department
  - e. Covenants, Conditions & Restrictions (CC&R) Department
8. APPROVE Resolution No. 2018-01 and the Proposed Change to the Solid Waste Services Agreement Exhibit C
9. APPROVE Joint Powers Authority (JPA) Budget Resolution No. 2018-02
10. APPROVE Resolution No. 2018-03 Designating General Manager Jill Ritzman as Authorized Signer for Umpqua Bank Business

## **GENERAL BUSINESS**

*For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.*

11. Items removed from the Consent Agenda for Discussion
  12. First Reading of Weed Abatement Ordinance No. 2018.03.21
  13. District Financial Report
- 

## **BOARD INFORMATION ITEMS**

*At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.*

15. General Matters to/from Board Members and Staff
  16. Local Area Formation Commission (LAFCO)
  17. Committee Reports
    - Budget & Administration
    - Covenants, Conditions & Restrictions (CC&R)
    - Fire & Emergency Services
    - Parks & Recreation
  18. General Manager Report
- 

## **CLOSED SESSION – PUBLIC COMMENT**

*At this time, members of the public may speak on any closed session agenda item. Closed Sessions may be called as necessary for personnel, litigation, and labor relations or to meet the negotiator prior to the purchase, sale, exchange or lease of real property. Members of the public may address the Board prior to closing the meeting.*

19. Public Comment
- 

## **CONVENE TO CLOSED SESSION**

The Board will recess to Closed Session to discuss the following items:

20. "Labor Negotiations" Government Code Section 54957.6
21. Pursuant to California Government Code §54957(B)(1)

Consider the appointment, employment, evaluation or performance, discipline or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

- Unrepresented Employee of the District – General Manager

## **RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION**

*Pursuant to Government Code §54957.1, the legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon.*

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## **ADJOURNMENT**

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**CAMERON PARK COMMUNITY SERVICES DISTRICT**

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Cameron Park, CA 95682  
(530) 677-2231 Phone  
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# CONFORMED AGENDA

Regular Board of Directors' Meetings are held  
Third Wednesday of the Month

**REGULAR BOARD MEETING**  
**Wednesday, January 17, 2018**  
**6:30 p.m.**

### **Board Members**

|                |                |
|----------------|----------------|
| Holly Morrison | President      |
| Margaret Mohr  | Vice President |
| Monique Scobey | Board Member   |
| Greg Stanton   | Board Member   |
| Ellie Wooten   | Board Member   |

### **Notice to the Public**

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The Cameron Park Community Services District is committed to ensuring that all persons are provided the resources to participate in its public meetings. Please contact the District office at 530-677-2231 or [cpcsd@cameronpark.org](mailto:cpcsd@cameronpark.org) if you require public documents in alternate formats or accommodation during public meetings.

# CONFORMED AGENDA

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## 1. CALL TO ORDER - 6:37 P.M.

- Roll Call – *Director Morrison (HM), Director Mohr (MM), Director Monique Scobey (MS), Director Stanton (GS), Director Ellie Wooten (EW)*
  - Pledge of Allegiance
- 

## 2. ADOPTION OF THE AGENDA

*The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.*

*Motion to adopt the agenda.*

*MM/MS – Motion passed*

*Ayes – HM, MM, MS, GS, EW*

*Noes – None*

*Abstain - None*

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## 3. RECOGNITIONS AND PRESENTATIONS

*Board of Directors express appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.*

*Board of Directors receive guest speakers who have been invited to present items to the Board that are of interest to the District.*

- a. California Special District Association – Dane Wadle, CPFO, Public Affairs Field Coordinator
- 

## 4. APPROVAL OF CONSENT AGENDA

*The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #6a. to be discussed and acted upon individually.*

- a. Conformed Agenda - Board of Directors Meeting, December 20, 2017

# CONFORMED AGENDA

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- b. Staff Reports
  - General Manager
  - Fire Department
  - Recreation Department
  - Parks Department
  - Covenants, Conditions & Restrictions (CC&R) Department
- c. Financial Report
- d. Approve Continuing Agreement with SCI Consulting Firm
- e. Approve Budget Adjustment for the annual Fire Truck Lease Payment

*Motion to pull agenda items 4b., 4c., 4d. and 4e. from the Consent Agenda for discussion and approve agenda item 4a.*

*GS/MS – Motion passed*

*Ayes – HM, MM, MS, GS, EW*

*Noes – None*

*Abstain - None*

*Public Comment - None*

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## **5. OPEN FORUM FOR NON-AGENDA ITEMS**

*Members of the public may speak on any item not on the agenda that falls within the jurisdiction of the Board of Directors. Comment during the Open Forum is limited to four minutes per person. Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes except with the consent of the Board, individuals shall be allowed to speak on an item only once. The Board reserves the right to waive said rules by a majority vote. For the public's information, we are now taking email requests for future notification of Community Services District meetings.*

*Bill Carey and Barbara Rogers*

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## **6. GENERAL BUSINESS**

*For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.*

# CONFORMED AGENDA

a. Items removed from the Consent Agenda for Discussion

*4b. Staff Reports*

- *General Manager*
- *Fire Department*
- *Recreation Department*
- *Parks Department*
- *Covenants, Conditions & Restrictions (CC&R) Department*

*4c. Financial Report*

*4d. Approve Continuing Agreement with SCI Consulting Firm*

*4e. Approve Budget Adjustment for the annual Fire Truck Lease Payment*

*Motion to approve agenda items 4b., 4c., 4d. and 4e.*

*GS/MM – Motion passed*

*Ayes – HM, MM, MS, GS, EW*

*Noes – None*

*Abstain - None*

*Public Comment – Mike Van Ry and Felicity Wood*

b. APPROVE Fiscal Year 2015/16 Audited Financial Statements, presenter Michael O’Conner, Certified Public Accountant, R. J. Ricciardi, Inc. Certified Public Accountants *with a poll vote*

*Ayes – HM, MM, MS, GS, EW*

*Noes – None*

*Abstain - None*

*Public Comment – Bill Carey*

c. APPROVE District Organizational Chart and APPROVE Filling a Finance/Human Resources Officer Position *with a poll vote*

*Motion to approve filling a Finance/Human Resources Officer position.*

*MS/EW – Motion passed*

*Ayes – HM, MM, MS, GS, EW*

*Noes – None*

*Abstain - None*

*Public Comment – Barbara Rogers*



# CONFORMED AGENDA

d. FIRE & EMERGENCY SERVICES CONTRACT - ACTIONS FOR CONSIDERATION:

- AUTHORIZE the Release of Fire & Emergency Services Request for Proposal;
- APPROVE the Selection Process for Fire & Emergency Services;
- DIRECT THE GENERAL MANAGER to negotiate directly with CAL FIRE for a long term contract for Fire and Emergency Services, and to have staff return to the Board of Directors with a proposed contract and a comprehensive FY 2018-19 Fire Department Budget.

*Motion to authorize the release of the Fire & Emergency Services Request for Proposal and approve the selection process for Fire & Emergency Services.*

*GS/MS – Motion passed*

*Ayes – MM, MS, GS*

*Noes – HM, EW*

*Abstain - None*

*Public Comment – Bill Carey, Barbara Rogers and Eric Aiston*

*Director Stanton left the meeting at 9:15 p.m.*

- e. Director Morrison will Announce the Standing Committee Assignments for the Following Committees: Budget & Finance; Covenants, Conditions & Restrictions (CC&R); Fire & Emergency Services; and Parks & Recreation.

| COMMITTEE  | BOARD MEMBERS                    | ALTERNATE      |
|--|----------------------------------|----------------|
| <b>BUDGET &amp; FINANCE</b>                                | Margaret Mohr and Holly Morrison | Greg Stanton   |
| <b>COVENANTS, CONDITIONS &amp; RESTRICTIONS (CC&amp;R)</b> | Monique Scobey and Ellie Wooten  | Margaret Mohr  |
| <b>FIRE &amp; EMERGENCY SERVICES</b>                       | Holly Morrison and Ellie Wooten  | Monique Scobey |
| <b>PARKS &amp; RECREATION</b>                              | Monique Scobey and Greg Stanton  | Holly Morrison |

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# CONFORMED AGENDA

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## 7. BOARD INFORMATION ITEMS

*At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.*

### a. General Matters to/from Board Members and Staff

*MS – Provided suggestions for the agenda.*

*MM – Wished everyone a happy New Year. She has enjoyed working on the Parks & Recreation Committee and is happy to continue serving as an alternate.*

*HM - Looking forward to the Cameron Park Fire Department Crab Feed. There will be a concert this Saturday (Sister Swing). Thanked staff for all their work and is enjoying working with the new General Manager.*

*Jill - The February Board meeting (2/21/18) will be held at Fire Station 89, 3200 Country Club Drive, Cameron Park.*

### b. Local Area Formation Commission (LAFCO)

*Reported at the December meeting and there has not been a LAFCO since.*

### c. Committee Reports

- Budget & Administration

*Already brought pertinent items to the Board.*

- Covenants, Conditions & Restrictions (CC&R)

*Lyle Eickart continues to do stellar work.*

- Fire & Emergency Services

*Items were reported during the Board meeting.*

- Parks & Recreation

*The Summer Spectacular survey is on the website. The committee has been working on the Cameron Park Lake lagoon, senior programming and improving the Summer Spectacular. The revenue from the lagoon is substantial but the lagoon needs more marketing.*

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## 8. ADJOURNMENT - 9:40 p.m.

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**Parks & Recreation Committee**  
**Monday, January 8, 2018**  
**5:30 p.m.**  
**2502 Country Club Drive, Cameron Park**

**DRAFT Conformed Agenda**

Members: Chair Director Margaret Mohr (MM), Vice Chair Director Monique Scobey (MS)  
Alternate Director Holly Morrison (HM)  
Staff: General Manager Jill Ritzman, Recreation Supervisor Tina Helm,  
Park Supervisor Craig Shuler

**CALL TO ORDER** – 5:33 p.m.

**ROLL CALL** – MM, HM            MS is absent

**APPROVAL OF AGENDA** - Approved

**APPROVAL OF CONFORMED AGENDA** - Approved

**OPEN FORUM**

*At this time, members of the Committee or public may speak on any item not on the agenda that falls within the jurisdiction of this Committee; however, no action may be taken unless the Committee agrees to include the matter on a subsequent agenda.*

*Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes and individuals representing a group allocated five minutes. Individuals shall be allowed to speak to an item only once. The Committee reserves the right to waive said rules by a majority vote.*

**DEPARTMENT MATTERS**

**PUBLIC COMMENT**

*Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes and individuals representing a group allocated five minutes. Individuals shall be allowed to speak to an item only once. The Committee reserves the right to waive said rules by a majority vote.*

## **I. Recreation Updates**

- Google Analytics
- Newsletter Statistics, Update
- Facility Use Report
- Summer Spectacular Survey Status Report

## **II. Parks Report**

## **III. Planning Efforts for Programming for Seniors; Coordination with the Mature Leadership Council**

## **IV. Cameron Park Lake and Lagoon Operations for Summer 2018**

## **V. Items for the February Committee Agenda**

- *Ability to purchase combination swim passes online*
- *Expenses, timeline and County requirements for disc golf*
- *Summer Spectacular meeting*
- *Cameron Park Lake Lagoon promotions plan of action*
- *Introduction of new Parks Superintendent*
- *Marketing Request for Proposal (March)*

## **VI. Items to take to the Board of Directors**

### **MATTERS TO AND FROM COMMITTEE MEMBERS**

**ADJOURNMENT** - 6:30 p.m.

## Agenda Transmittal

**DATE:** February 21, 2018

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #7A:** GENERAL MANAGER'S REPORT

**RECOMMENDED ACTION:** Receive & File

The District welcomed four new members to the team: Mike Grassle, Park Superintendent; Susan Settle, Receptionist; Sherry Moranz, CAL FIRE Division Chief; and Jeremiah Ramirez, CSU Sacramento graduate student and intern. There is plenty of work to do at the District, and all the new team members have jumped right in to help. If you see a new face amongst the staff, be sure to introduce yourself.

In January, members of the Mature Leadership Council, Tina and I visited area senior centers including South Lake Tahoe Senior Center, City of Folsom Senior & Art Center, and Neil Orchard Senior Activities Center in Rancho Cordova. Everyone was inspired by the great work at the centers, and a list of possible programs and events was generated. A "Dot" survey is being taken this month at various activities to solicit feedback from seniors about programs and set priorities for implementation.

I met with Little League representatives and Disc Golf advocates to discuss possible new facilities within the Cameron Park parks. The Sister Swing concert was great fun. I met with Karen Guthrie, who is documenting the history of Cameron Park. Staff will be working with her to find documents in the District's archives. Laurel Brent-Bumb, El Dorado County Chamber and I met for morning coffee. The District hosted the County Administrative Officer's round table discussion about the County's budget, which was informative and attended by many residents, Supervisor Shiva Frentzen and President Holly Morrison.

Earlier this month, I attended a CA Special District Association training in San Andreas regarding Limiting Liability in Special Districts, and developing Finance Policy and Internal Controls. The training provided a strong foundation for the District to use for developing future policy, internal controls and also practices to limit liability.

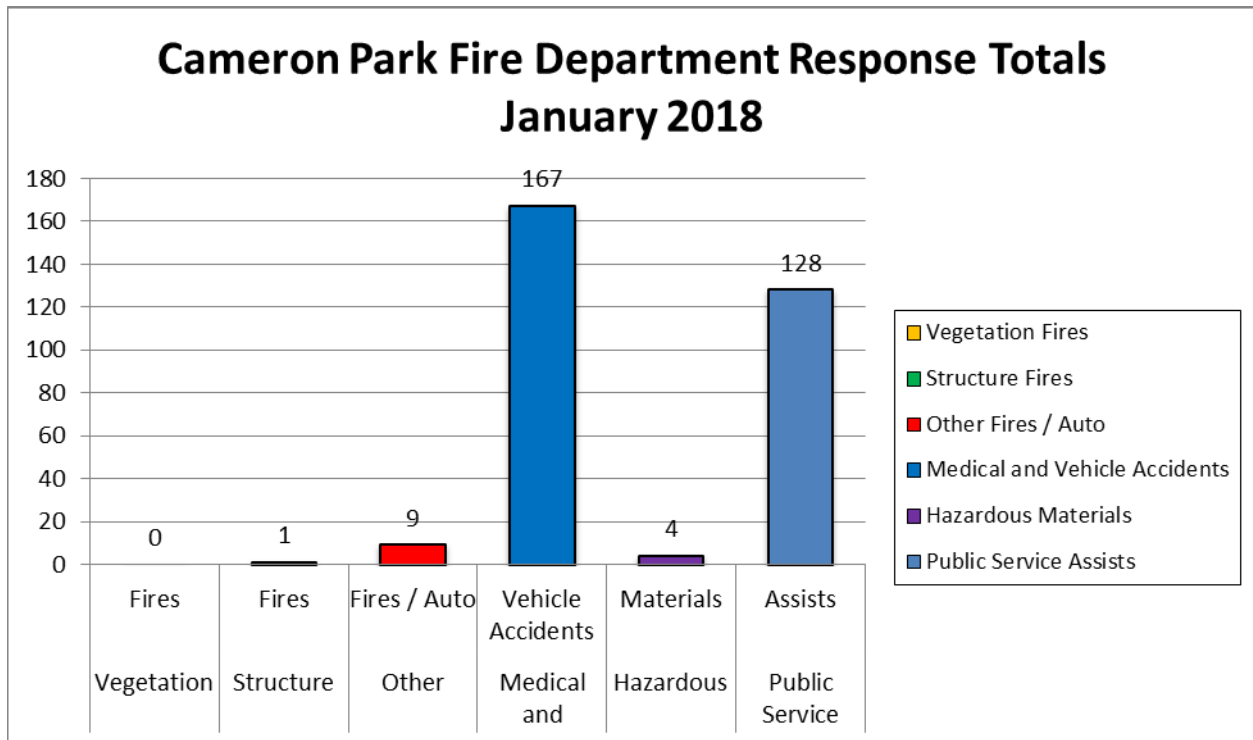
**Cameron Park Community Services District  
Staff Report – February 2018**

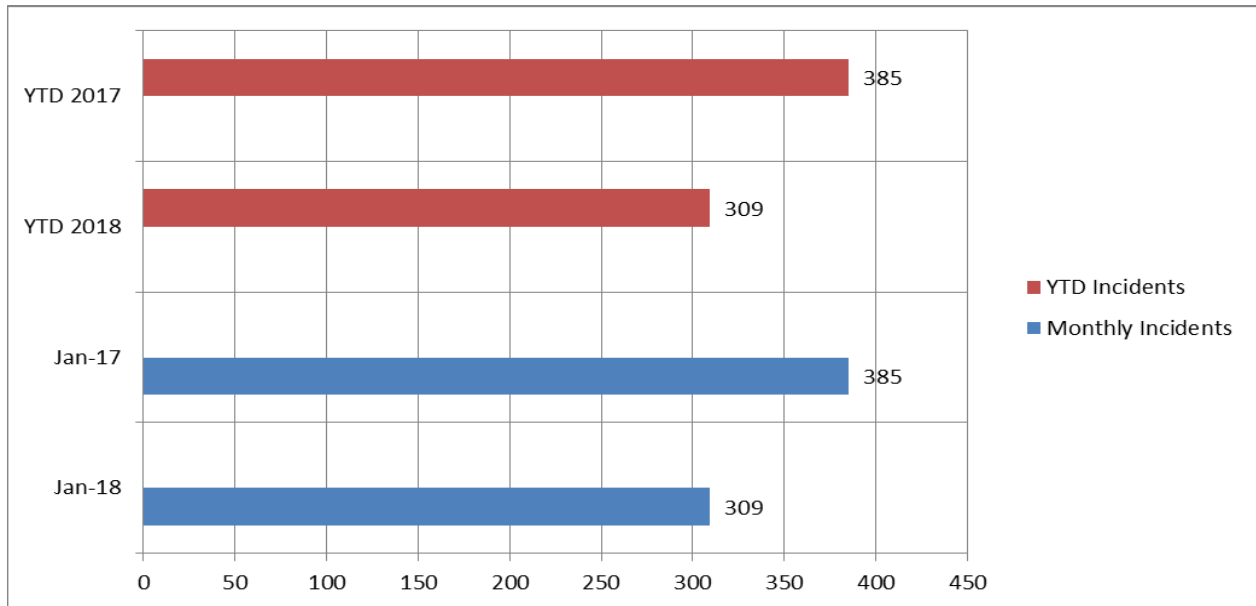
**To:** Board of Directors  
**From:** Douglas M. Ferro, Battalion Chief  
**Regarding:** #7b. Fire Department Report for February 21, 2018 – Board Meeting  
**Recommended Action:** Receive and File

**Incidents for the Month of January 2018:**

| Structure Fires | Vegetation Fires | Vehicle Fires | Alarms | Hazard Materials | Rescue | Public Assist | Traffic Collision | Medical Aid | Other/Cover |
|-----------------|------------------|---------------|--------|------------------|--------|---------------|-------------------|-------------|-------------|
| 1               | 0                | 0             | 9      | 4                | 0      | 14            | 7                 | 160         | 114         |

**Incident Total for Month of January 2018: 309**





**FIRE DEPARTMENT OPERATIONS AND ADMINISTRATION**

Incidents

There were no significant incidents within Cameron Park during January.

Community Outreach

The personnel provided tours throughout the month of February and Station 89 hosted several Girl Scout meetings. Additionally, the Station 88, Station 89 and Cameron Park Fire Department Explorers have been occupied preparing for the Annual February Cameron Park Fire Department Crab Feed. There are many hours of dedication by our staff in preparation for this annual event. I am extremely proud of the dedication and diligence going into making this event special.

**FIRE PREVENTION**

Audrey Paye, our Cameron Park Fire Department Fire Prevention Assistant, has been preparing the prevention office for the up and coming summer season and Weed Abatement Program. We have also been working with General Manager Ritzman to edit the Weed Abatement Ordinance. Former CAL FIRE / Cameron Park Fire Department Fire Marshal Rob Combs has been assisting us maintain our workflow in the prevention office while Battalion Chief Mike Smith recovers from surgery.

CAL FIRE would like to remind the Cameron Park residence of the fire danger which continues to exist in the Wildland Urban Interface. Due to the extremely dry winter season the grass, brush and trees have very little available moisture to store within their stems, trunks and branches. Be cautious of any power tool us in and around the vegetation on your property. **As a reminder, there is a burn ban in place for any and all burn piles within the Cameron Park Service District.**

*CAL FIRE / Cameron Park Fire Department would like to remind residence to replace your smoke detector batteries and test your carbon monoxide detectors in their place of residence and work.*

**Cameron Park Community Services District  
Staff Report for January 2018**

**To:** Board of Directors  
**From:** Tina Helm, Recreation Supervisor  
**Re Item #7c:** Recreation Department Report  
**Recommended Action:** Receive and File

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**UPCOMING EVENTS:**

- **It's A Wedding Affair** – Sunday, February 25<sup>th</sup> from 10am to 2pm at the Cameron Park Community Center. Meet the area's most experienced wedding professionals and get all aspects of your wedding planned from bridal gowns, florists, honeymoons, MC/DJs, party rentals, photographers, videographers, catering and dessert tastings and more! This wedding show is designed for brides of every style! Brides can pre-register to be placed into the drawing.
- **Affair of the Heart** - Wednesday, February 28<sup>th</sup> from 4:30-7pm at the Cameron Park Community Center. Join Marshall Medical and the Cameron Park CSD for an evening of healthy food and wine, health screenings, featuring a Cardiologist Panel moderated by stand-up comedian/former "Tonight show" writer/heart attack survivor Frank King. Additional items will include exercise demos by CSD instructors, a Zen Zone, and more.
- **Fast Times Concert** - Saturday, March 10<sup>th</sup> – Community Center. Doors open at 6pm and the show will start at 7pm. Fast Times plays the top dance hits from the 60s to today. Tickets are available at Cameron Park CSD Office, Cameron Park Bel Air, Shingle Springs/Cameron Park Chamber of Commerce and online at [www.showclix.com](http://www.showclix.com).

**WEBSITE/NEWSLETTER**

- Google Analytics – this will be done quarterly Jan – March and will be included in the report for the April meeting.
- The December newsletter for 2016 was sent out to 3,453 recipients through Mailchimp. The 2017 December newsletter was sent out to 3,774 recipients through Mailchimp. This is an **INCREASE** of 321 recipients.

**ADULT BASKETBALL:**

The current session for the Adult Basketball league is under way. There are 4 teams participating in the Tuesday evening league and they are using Folsom Officials to referee the games.

**MARKETING:**

- Recreation staff is spending a minimum of 15 minutes a day interacting through social media to promote programs and events within the community.
- As of February 13, 2018, there are 1,464 (5 more than January) page "Likes" on Facebook, 753 (3 more than January) followers on Twitter and 504 (21 more than January) followers on Instagram.
- Please find some of the PSAs of the recent events and activities held in January.
- Please find the MailChimp campaign information from the email newsletter for January.
- Staff is working on gathering class information from instructors for the summer activity guide.
- Staff is recruiting seasonal summer staff.



**Cameron Park Community Services District  
Facility Report January 2018**

**COMMUNITY CENTER:**

**January rental activities included:**

- Mt Enterprise Training
- Memorial Service
- Renaissance Society Lecture
- HOA Meeting
- Employee Training
- Baby Shower

**Ongoing Rentals**

- EDCAR (El Dorado County Association of Realtors) weekly
- MADD – court mandated class – bi-monthly
- El Dorado Camera Club – monthly

Please find the scheduled rentals for July to November Fiscal Years 2016/17 and 2017/18 compared to the rentals during the same time period. This comparison is for the auditorium/classroom rentals and does not include the gym.

|           | 2016/17 Facility<br>Rentals<br>July 2016-<br>June 2017 | number of rentals | 2017/18 Facility<br>Rentals<br>July 2016-<br>June 2017 | number of rentals |
|-----------|--|-------------------|--|-------------------|
| July      | \$3,387.76   | 19                | \$7,448.00   | 20                |
| August    | \$2,485.85   | 20                | \$5,615.37   | 25                |
| September | \$1,638.51   | 17                | \$3,926.50   | 16                |
| October   | \$7,485.51   | 24                | \$6,099.60   | 20                |
| November  | \$3,006.00   | 18                | \$4,455.50   | 20                |
| December  | \$4,832.71   | 24                | \$2,964.00   | 13                |
| January   | \$3,993.75   | 17                | \$1,826.50   | 13                |
| Total     | \$26,830.09  | 139               | \$32,335.47  | 114               |

January 2017

Reservation Types –

January 2018

- 6 Meetings
- 6 Training
- 2 Kitchen use with training
- 1 Fundraiser
- 1 Kitchen use with fundraiser
- 1 Event

- 7 Meetings
- 3 Training
- 1 Baby Shower
- 1 Event
- 1 Memorial

THINGS TO DO

ONGOING



Gold Country Artists

Gallery, 379 Main St. in Placerville, through Feb. 4 presents Roy Moffatt, self-taught watercolor painter. His paintings reflect a unique style and expressive way of handling the watercolor medium. He said working in plain air taught him a sense of light and shadow and how to see the world through an artist's eyes.

Also featured is Valerie Bye, accomplished watercolorist whose beautiful detailed work expresses lovely florals and imaginative realistic storytelling scenes. Arca Stataeu, ceramicist, is showing many beautiful functional and ornamental works in clay.

The cooperative gallery is open daily from 10 a.m.-6 p.m. There are extended hours until 9 p.m. for Third Saturday Art Walk on Jan. 20

PROSPECTING  
*Arts, entertainment and everyday life*

Sister Swing to swing in Cameron Park

Cameron Park Community Services

District News release

Sister Swing is a fresh, exciting trio of singers who has captured the Big Band Swing era and brought it to the 21st century. Heavily influenced by groups like the Andrews Sisters, the Boswell Sisters and Manhattan Transfer, Sister Swing brings a new sound to an old style.

Backed by its solid backup band, the gals have gathered their own custom charts especially tailored to show off their own style and vocal power. For those who like to hear music from the '30s and '40s with a pure three-part vocal style this concert will deliver that sound.

The band will be performing at



The Big Band Swing sound comes to Cameron Park on Saturday, Jan. 20 with the appearance of Sister Swing at the Cameron Park Community Center.

Courtesy photo

the Cameron Park Community Center, 2502 Country Club Drive in Cameron Park, on Saturday, Jan. 20. Doors open at 6 p.m. and music starts at 7 p.m.

Advance tickets are \$18 each and two for \$34. Tickets at the door are \$20 each. Tickets are available at the Cameron Park Community Services District Office, 2502

Country Club Drive; Cameron Park Bel Air, 3510 Palmer Drive; the Shingle Springs/Cameron Park Chamber of Commerce, 4095 Cameron Park Drive; and online at

showcix.com. Snacks and beverages will be sold at the concert. For more information call (530) 677-2231.

DATES & DETAILS

What: Sister Swing concert

Who: Cameron Park Community Services District

Where: Cameron Park Community Center, 2502 Country Club Drive in Cameron Park

When: Saturday, Jan. 20 at 7 p.m.

Cost: Advance tickets are \$18 each and two for \$34. Tickets at the door are \$20 each

Information: (530) 677-2231

# Placerville Recreation and Parks

## Find Your Fit

by JULIE BURNSIDES



**W**ith the holidays behind us, it's time to focus on 2018! The City of Placerville Recreation and Parks has a variety of classes to get your feet moving and your heart rate up this year. Teens and adults can try ballet, kickboxing, PiYo, Zumba, YogaFit, tai chi, taekwondo, dance classes and more.

For youth, there's Mighty Mites basketball, soccer camps, and a "STEM Challenge with LEGO® Materials" spring break camp. Taekwondo, ballet, tap, and creative dance classes are also available.

Enrichment offerings include courses in beginning sewing, babysitting CPR, Red Cross lifeguard training, dog obedience and dog rally training, bicycle maintenance, and a "Bone Broth Basics" class. New programs include a digital smartphone photography workshop and spring kayaking opportunities with Current Adventures Kayak School.

To enroll in one or more of these classes, call 530-642-5232, stop by 549 Main Street, or visit [teamsideline.com/placerville](http://teamsideline.com/placerville).



CATCH ALL

## Celebrate National Blood Donor Month

As the season of giving comes to a close, we often get back into the swing of things without thinking that help is still needed in a big way. When it comes to giving blood, donations typically drop at the start of a new year, hence why January is National Blood Donor Month. "Every two seconds, someone needs blood, and there is no artificial substitute—only another person can give this gift," explains BloodSource Communications Manager Vicki Wolfe. "Blood is a perishable product with a shelf life of only 42 days, so the blood supply must constantly be replenished to help meet the needs of patients," adds Christine Welch, communications manager for American Red Cross California Blood Services Region. Marshall Medical Center Marketing and Communications Specialist Mark DeVaughn explains that "you can donate blood, or choose to donate blood components: plasma (which suspends cells within the bloodstream), red blood cells (which transport oxygen throughout the body), and platelets (which prevent and/or stop bleeding and is essential for trauma victims)." For those unable to donate, there's still ways to help. According to Wolfe, "People can volunteer with BloodSource, be ambassadors for a safe and plentiful blood supply, or accompany friends and family members to a donor center." Welch also encourages individuals to set up a "SleevesUp" virtual blood drive ([redcrossblood.org/sleevesup](http://redcrossblood.org/sleevesup)) through the American Red Cross where you can invite friends and family to donate and set collection goals in your name or the name of a loved one.

—Emily Peter

For more information, visit [bloodsource.org](http://bloodsource.org), [redcross.org/give-blood](http://redcross.org/give-blood) or [marshallmedical.org](http://marshallmedical.org).

## Cameron Park Community Services District

### Jump into January

by TINA HELM



of Commerce, and the Cameron Park CSD office, or visit [showclix.com](http://showclix.com).

Looking to keep a New Year's resolution regarding your health? Sign up for a **Jazzercise, Zumba, yoga, Fit Mom, tai chi or ballroom dance class**. Younger ones can try **baby ballet, jazz, taekwondo, gymnastics, or hula**.

Early bird combo

passes to **Cameron Park Lake** and the **Community Center Pool**—where a family pass is \$129, individual pass is \$50, and a senior pass is \$40—are available now through April 30.

Mature adults can avail of the **Senior Lunch Nutrition** program at the Cameron Park Community Center every Monday and Friday at noon (a \$3 donation is suggested), **bridge** every Monday at 1 p.m. and Wednesday at 9:30 a.m., and **bingo** on January 9 at 1 p.m. The **50+ Room** hosts a variety of activities and is open Tuesdays and Thursdays from 10 a.m. to 2 p.m.

Save the date for the **Cameron Park Fire Department's Crab Feed** on February 17, **It's a Wedding Affair** on February 25, and **Affair of the Heart** on February 28.

Don't miss a free movie night at the Cameron Park Community Center on January 5 at 6:30 p.m., featuring **Sing**, the animated hit where animals sing their hearts out and dance their tails off! Enjoy \$1 snacks, plus drinks, popcorn, and ice cream.

The annual winter concert series kicks off with **Sister Swing** on January 20. Doors open at 6 p.m., and the concert begins at 7 p.m.; tickets are \$18 in advance, two for \$34, or \$20 at the door. To purchase, stop by Bel Air in Cameron Park, the Shingle Springs/Cameron Park Chamber

To view a complete listing of these programs and others, visit [cameronpark.org](http://cameronpark.org) or call 530-677-2231.

# C'mon! El Dorado County is Calling! Events & Social Gatherings



## Cameron Park Concert Series - Sister Swing

Saturday, January 20, 2018

Doors open at 6pm,  
Show begins at 7pm

Cameron Park Community Center

A trio of vocalists preserving the vintage jazz sounds of the 1930s & 1940s and their band "The Chopped Liver Orchestra". Advance tickets for \$18 each, 2 for \$34. Tickets at the door for \$20 each. Tickets are available at District Office, Cameron Park Bel Air, Shingle Springs/Cameron Park Chamber of Commerce and online at [www.showclix.com](http://www.showclix.com). Snacks and beverage will be sold



## It's A Wedding Affair

Sunday, February 25 from 10am – 2pm  
at the Cameron Park Community Center,  
2502 Country Club Drive

Meet the area's most experienced wedding professionals and get all aspects of your wedding planned from bridal gowns, florists, honeymoons, MC/DJs, party rentals, photographers, videographers, catering and dessert tastings and more! This wedding show is designed for brides of every style! Brides: please pre-register to be placed into the drawing. Admission is FREE!! For more information call (530)677-2231 or visit our website at [www.cameronpark.org](http://www.cameronpark.org).



Cameron Park  
Community Services District

2502 Country Club Drive  
Cameron Park

(530) 677-2231

[www.cameronpark.org](http://www.cameronpark.org)

Over 200 Classes!  
Instructor  
Opportunities  
Available

## Affair of the Heart

Wednesday, February 28  
from 4:30-7pm at the  
Cameron Park Community Center,  
2502 Country Club Drive

Join Marshall Medical and Cameron Park CSD for an evening of healthy food and wine, health screenings, featuring a Cardiologist Panel moderated by stand-up comedian/former "The Tonight

Show" writer/heart attack survivor Frank King. Events include...  
Health Screenings: Blood Pressure, Glucose & Hearing, Weight & Body Fat Analysis  
Healthy Bites: Bel Air  
Exercise Demos: By Cameron Park CSD  
Zen Zone: Chair Massage: Essential Oils, Reiki Therapy  
Wine Tasting: Madroña Vineyards, Lava Cap Winery, Miraflores Winery, Mastroserio Winery  
Raffle prizes: Enter to win an Amazon Echo, Instant Pot and more! (must be present to win)  
Event info phone: 530-626-2894  
Event info URL: [affairoftheheart2018.eventbrite.com](http://affairoftheheart2018.eventbrite.com)

# community events

## Marshall Community Health Education

**Stroke Education Group**, 1<sup>st</sup> Thurs of every month, 12-1:30PM, FREE, bring your brown bag lunch, 681 Main St. in the Apple Pear room, 626-2633;  
**Baby & Me Mother's Support Group**, Every Fri, 10AM-12PM, FREE, Marshall Medical Center in Placerville; For prices, locations, more info and to register please call 626-2990.

## Veterans Benefits

To find out if you are eligible for state and federal benefit programs, visit or call the El Dorado County Veteran Affairs Office at 621-5892, 130 Placerville Drive Ste. B, Placerville or visit: <http://www.edcgov.us/Veterans/>

## Images Of Hope Workshops

**Tranquil Journeys**, 1<sup>st</sup> Fri of every month, 1-2PM, **Mindful Movement Series**, every Mon through

2/12, 4PM. All workshops are held at the Cancer Resouce Center Classroom, 3581 Palmer Drive Suite 400 in Cameron Park. For more info and to register, please call 530-672-7050.

## Child Support Info

Call your local Child Support Services office at 1-866-901-3212 for info regarding free services, or visit [www.edcgov.us/ChildSupport](http://www.edcgov.us/ChildSupport).

## Grow Healthy with WIC

The Women, Infants and Children Program is a federally funded nu-

trition program for women and young children. To determine if you meet WIC income guidelines, individuals may visit [www.wic-works.ca.gov](http://www.wic-works.ca.gov). For more info call 621-6176 or visit 937 Spring St in Placerville.

## Covered California Health

Open enrollment period for Covered California health insurance plans begin 11/1/17 and end 1/31/18. Help is available for those who have questions or need assistance with health coverage plans and applications

Continued on page 18

## Hands On Massage

**NEW YEAR'S SPECIAL**  
**Massage**  
**Buy 1, Get one FREE**

Good through the month of January 2018.

**2018**

Mobile Massage Available  
Hot Stone • Swedish • Shiatsu  
**530-306-3862**

**Restored Appliances at Bargain Prices!**

Used Appliances  
Household Items  
Furniture  
Electrical  
Recycled Building Supplies  
Cabinets  
Doors  
Windows  
Plumbing

CLIPPER COUPON

**\$1000 OFF**

Your purchase of \$50 or more. Excluding sale items. Present coupon at time of purchase. One coupon per person. Expires 2/13/18. Habitat for Humanity ReStore • 621-3317

**Habitat for Humanity®**

**ReStore**

6168 Pleasant Valley Rd • El Dorado  
**621-3317** Hours: Mon-Fri 9-6  
Sat 9-5  
[www.edchabitat.org](http://www.edchabitat.org)

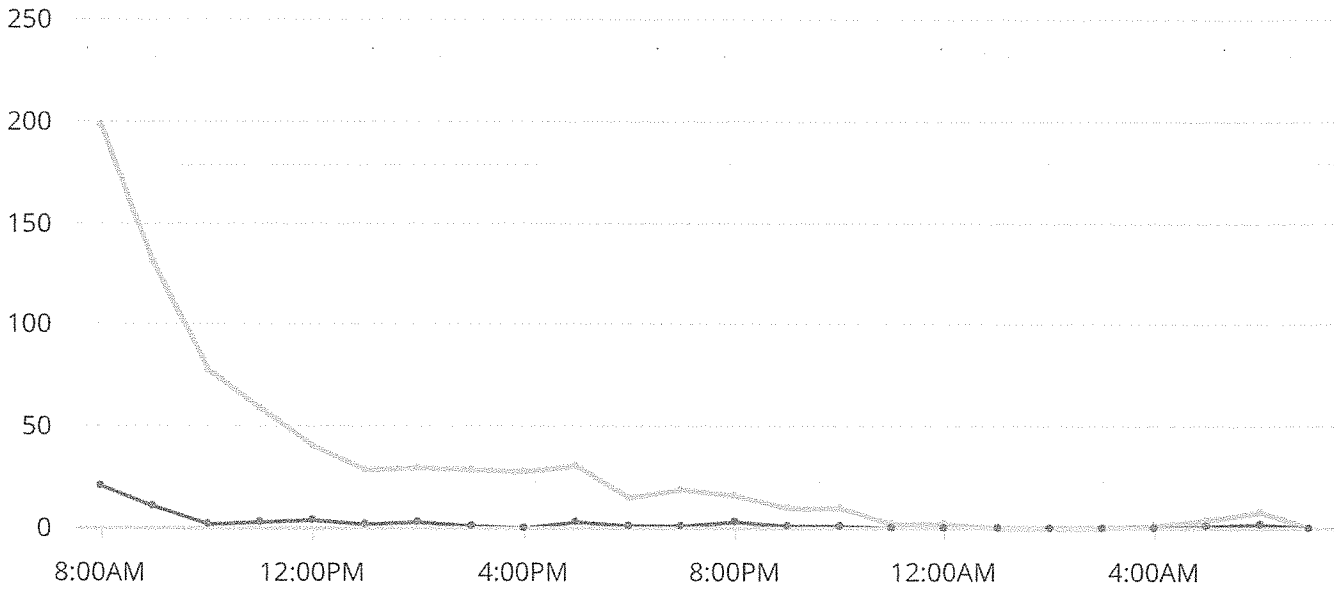
# January 2018 E- Newsletter

Sent

Thu, Dec 28, 2017 8:00 am

*24-hour performance*

Opens Clicks



*Top links clicked*

|   |    |
|---|----|
| <a href="http://www.cameronpark.org/wp-content/uploads/2017/12/CPCSD_winter2018web.pdf">http://www.cameronpark.org/wp-content/uploads/2017/12/CPCSD_winter2018web.pdf</a>   | 35 |
| <a href="https://www.surveymonkey.com/r/TDQCRRR">https://www.surveymonkey.com/r/TDQCRRR</a>   | 30 |
| <a href="https://cameronpark.us8.list-manage.com/unsubscribe/post">https://cameronpark.us8.list-manage.com/unsubscribe/post</a>   | 12 |
| <a href="https://gallery.mailchimp.com/c4f729d07d6df947438ef80fa/files/690a75f3-be05-4ddf-acb9-a7d2d86570eb/Christmas_Tree_Recycling_Opportunities.pdf">https://gallery.mailchimp.com/c4f729d07d6df947438ef80fa/files/690a75f3-be05-4ddf-acb9-a7d2d86570eb/Christmas_Tree_Recycling_Opportunities.pdf</a> | 12 |
| <a href="https://cameronpark.us8.list-manage.com/profile?u=c4f729d07d6df947438ef80fa&amp;id=993d5eb8e3&amp;e=fb1143053d">https://cameronpark.us8.list-manage.com/profile?u=c4f729d07d6df947438ef80fa&amp;id=993d5eb8e3&amp;e=fb1143053d</a>   | 4  |

*Subscribers with most opens*

29

21

20

14

11

January 2018 E-Newsletter  
*Advanced reports*

Sent 12/28/17 8:00AM

*Email domain performance*

| Domain        | Email     | Bounces | Opens     | Clicks  | Unsubs  |
|---------------|-----------|---------|-----------|---------|---------|
| gmail.com     | 934 (25%) | 1 (0%)  | 226 (24%) | 20 (2%) | 0 (0%)  |
| yahoo.com     | 833 (22%) | 15 (2%) | 164 (20%) | 15 (2%) | 18 (2%) |
| sbcglobal.net | 512 (14%) | 9 (2%)  | 106 (21%) | 13 (3%) | 0 (0%)  |
| hotmail.com   | 343 (9%)  | 0 (0%)  | 62 (18%)  | 3 (1%)  | 0 (0%)  |
| comcast.net   | 240 (6%)  | 0 (0%)  | 63 (26%)  | 9 (4%)  | 0 (0%)  |
| Other         | 889 (24%) | 12 (1%) | 190 (22%) | 17 (2%) | 1 (0%)  |

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| URL   | Total    | Unique   |
|---|----------|----------|
| <a href="http://www.cameronpark.org/wp-content/uploads/2017...">http://www.cameronpark.org/wp-content/uploads/2017...</a>       | 35 (34%) | 30 (36%) |
| <a href="https://www.surveymonkey.com/r/TDQCRRR">https://www.surveymonkey.com/r/TDQCRRR</a>                                     | 30 (29%) | 25 (30%) |
| <a href="https://cameronpark.us8.list-manage.com/unsubscribe/...">https://cameronpark.us8.list-manage.com/unsubscribe/...</a>   | 12 (12%) | 7 (8%)   |
| <a href="https://gallery.mailchimp.com/c4f729d07d6df947438ef...">https://gallery.mailchimp.com/c4f729d07d6df947438ef...</a>     | 12 (12%) | 8 (10%)  |
| <a href="https://cameronpark.us8.list-manage.com/profile?u=c4f...">https://cameronpark.us8.list-manage.com/profile?u=c4f...</a> | 4 (4%)   | 4 (5%)   |
| <a href="http://www.cameronpark.org/ccrs/ccrs-by-subdivision/">http://www.cameronpark.org/ccrs/ccrs-by-subdivision/</a>         | 3 (3%)   | 3 (4%)   |
| <a href="http://www.cameronpark.org/agenda-and-minutes/">http://www.cameronpark.org/agenda-and-minutes/</a>                     | 3 (3%)   | 3 (4%)   |
| <a href="http://www.cameronpark.org/">http://www.cameronpark.org/</a>   | 2 (2%)   | 2 (2%)   |
| <a href="http://www.cameronpark.org/parks-facilities/rentals/">http://www.cameronpark.org/parks-facilities/rentals/</a>         | 1 (1%)   | 1 (1%)   |
| <a href="http://www.cameronpark.org/fire-emergency/administr...">http://www.cameronpark.org/fire-emergency/administr...</a>     | 1 (1%)   | 1 (1%)   |
| <a href="https://www.facebook.com/CPCSD/">https://www.facebook.com/CPCSD/</a>   | 0 (0%)   | 0 (0%)   |
| <a href="https://twitter.com/CameronParkCSD1">https://twitter.com/CameronParkCSD1</a>   | 0 (0%)   | 0 (0%)   |
| <a href="http://www.cameronpark.org/fire-emergency/preventio...">http://www.cameronpark.org/fire-emergency/preventio...</a>     | 0 (0%)   | 0 (0%)   |
| <a href="http://www.cameronpark.org/parks-facilities/communit...">http://www.cameronpark.org/parks-facilities/communit...</a>   | 0 (0%)   | 0 (0%)   |
| <a href="http://www.cameronpark.org">http://www.cameronpark.org</a>   | 0 (0%)   | 0 (0%)   |



## Agenda Transmittal

**DATE:** February 21, 2017

**FROM:** Mike Grassle, Park Superintendent

**AGENDA ITEM #7D:** Parks & Facilities Department Report

**RECOMMENDED ACTION:** Receive and File.

### General information

We recently updated our permits with the County (department of Agriculture) so we can continue our pesticide and fertilizer treatment on the landscapes. February has felt a lot like May. The staff are busy keeping all of the landscapes looking beautiful. I have also initiated some additional safety training and procedures. We are going to be documenting our inspections for the Community Center and play structures on a bi-weekly and annual basis. We are also looking at ways to make the department more efficient heading into the summer season.

### Cameron Park Lake

- We recently submitted our annual aquatic pesticide report to the State (Department of Water Resources). This report lets the State know the condition of the lake. It details our aquatic herbicides we use along with the depth of the Lake where the water flows in.
- Working with CAL Fire, we were able to finish chipping up the Christmas trees. We had somewhere around 475 trees chipped up.
- We are working with Lincoln Aquatics to get the Lagoon up and running for this coming summer.
- Staff has begun working on and correcting some safety concerns to the Parks Department shop. We removed a section of roofing that had significant mold and dry rot. We are also dealing with the squirrels and wood peckers.

### Sports Parks / Fields

#### Christa McAuliffe Park

- Repaired damage to the exterior fence at Christa McAuliffe Park. This was due to a motor vehicle accident in December.

- Christa McAuliffe will be closed to the public starting May 4<sup>th</sup> and reopening again May 26<sup>th</sup>. This is for scheduled field maintenance.

#### **Rasmussen Park**

- Staff has been dealing with an ongoing theft problem (janitorial supplies) taking place in the restrooms.
- Evaluating options for the T-ball field that has been closed down.

#### **Neighborhood Parks / Landscape and Lighting Assessment Districts**

##### **Northview Park**

- Metal edging that borders the decomposed granite was damaged by a resident contractor. This has been repaired and paid for the contractor.
- Continuing to fill in and patch the decomposed granite walkway.

##### **Eastwood Park**

- We have spread 48 yards of black bark throughout the park. Mainly underneath the tree wells.

##### **Community Center**

- Staff are almost finished removing all of the overgrown shrubbery around the Community Center. We will be adding some low maintenance and water efficient plants to Community Center once the clean-up is completed.
- We have begun setting up various meetings so we can learn more about the Audio / Visual system, lighting (both interior and exterior) and the community pool.

##### **Cal Fire**

- We are getting ready to start cleaning up Cameron Park. Parks Supervisor, Craig Shuler, and I are finalizing the details with DOT (Department of Transportation) and Cal Fire. We plan on starting this project Thursday, February 22<sup>nd</sup>. DOT will be providing a wood chipper, dump truck and traffic control. Cal Fire is going to provide the inmate crew to tackle this project. We will hopefully be working on Cameron Park Dr. every Thursday until the project is complete.

Cameron Park  
Community Services District

## Agenda Transmittal

**DATE:** February 21, 2018

**FROM:** Lyle Eickart,  
Covenants, Conditions & Restrictions (CC&R) Compliance Officer

**AGENDA ITEM #7E:** **CC&R DEPARTMENT STAFF REPORT**

**RECOMMENDED ACTION:** Receive and File

---

**BUDGET ACCOUNT:** N/A

**BUDGET IMPACT:** N/A

---

The following items were reviewed and discussed at the February CC&R Committee meeting:

|  | <b>Item</b>               | <b>Number of Items</b> |
|--|---------------------------|------------------------|
|  | Initial Violation Notices | 19                     |
|  | Final Violation Notices   | 1                      |
|  | Pre-Legal Notices         | 1                      |
|  | Legal Cases               | 0                      |
|  | Pending Violations        | 3                      |
|  | Corrected Violations      | 17                     |

Please see the attached CC&R Committee agenda of 2/5/18.

# CAMERON PARK COMMUNITY SERVICES DISTRICT

CC&R POLICY AND ENFORCEMENT SUBCOMMITTEE  
2502 Country Club Drive, Cameron Park, CA 95682 - phone (530) 677-2231 fax (530) 677-2201

## AGENDA CC&R REGULAR SCHEDULED MEETING

Monday, February 5, 2018 5:30 p.m.  
2502 Country Club Drive, Cameron Park, California

|           |  |   |                     |   |
|-----------|--|---|---------------------|---|
| <b>1.</b> | <b>Call to Order:</b>  |   |                     |   |
|           | <b>Roll Call:</b>  | Ellie Wooten, Monique Scobey, Deborah Cole, Gerald Lillpop, Robert Dalton |                     |   |
| <b>2.</b> | <b>Agenda Approval:</b>  |   |                     |   |
|           | Agenda for   | February 5, 2018  |                     |   |
|           | <b>Recommended Action:</b>   | Approve Agenda  |                     |   |
| <b>3.</b> | <b>CC&amp;R Conformed Agenda:</b>  |   |                     |   |
|           | Conformed Agenda for   | January 8, 2018   |                     |   |
|           | <b>Recommended Action:</b>   | Approve Conformed agenda.   |                     |   |
| <b>4.</b> | <b>Election of Committee Officers</b>  |   |                     |   |
|           | Article V of the CC&R Policies and Procedures Handbook requires that a Chairperson and Vice Chairperson be elected at the January Committee Meeting. The Board of Directors are scheduled to complete committee assignments at their January 17, 2018 meeting. Pending completion of Board Member committee assignments, the election of CC&R Committee officers will take place at the February 5, 2018 committee meeting. The officers shall be elected by a quorum vote of the committee and shall take over responsibilities immediately after the officer election. |   |                     |   |
| <b>5.</b> | <b>Public Comment: Time For the Audience to Address the Committee On Non-Agenda Items</b>  |   |                     |   |
|           | Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to 3 minutes, and individuals representing a group are allocated 5 minutes. Matters not on the agenda may be addressed by the public during the Open Forum. Public comments during Open Forum are limited to three minutes per person. The Committee reserves the right to waive said rules by a majority vote.   |   |                     |   |
| <b>6.</b> | <b>Communications Requiring Committee Review/Action:</b>   |   |                     |   |
|           | None   |   |                     |   |
|           | <b>Monthly Staff Report:</b>   |   |                     |   |
| <b>7.</b> | <b>Initial Notice:</b>   | <b>Notice Sent</b>  | <b>Unit</b>         | <b>Complaint</b>                                      |
| A.        | 3605 Millbrae Road   | 01/19/18  | Cameron Park N. #2  | Cargo trailer improperly parked/visible from road     |
| B.        | 3734 Chelsea Road  | 01/19/18  | Cameron Park N. #3  | Recreational vehicle trailer parked on driveway       |
| C.        | 2320 Knollwood Drive   | 01/19/18  | Cameron Park N. #3  | Keeping chickens on the property                      |
| D.        | 3494 Chelsea Road  | 01/19/18  | Cameron Park N. #3  | Misc. goods/materials side of driveway by fence       |
| E.        | 4030 Placitas Drive  | 01/19/18  | Bar J Ranch Unit #1 | Cargo trailer improperly parked on driveway           |
| F.        | 3080 Knollwood Drive   | 01/19/18  | Cameron Park N. #2  | Utility trailers (3) parked by fence/side of property |
| G.        | 4597 Bocana Road   | 01/19/18  | Bar J Ranch Unit #4 | Cargo trailer improperly parked on driveway           |
| H.        | 2668 Sterling Way  | 01/22/18  | Cameron Park #12    | Recreational vehicle improperly parked on driveway    |
| I.        | 3704 Clintorn Way  | 01/24/18  | Eastwood Park #1    | Improper parking of vehicles on driveway              |
| J.        | 3401 Raben Way   | 01/24/18  | Eastwood Park #1    | Improper parking of vehicles on driveway              |
| K.        | 3224 Veld Way  | 01/24/18  | Eastwood Park #1    | Improper parking of vehicles on driveway              |
| L.        | 3748 Clinton Way   | 01/24/18  | Eastwood Park #1    | Improper parking of vehicles on driveway              |
| M.        | 3755 Clinton Way   | 01/24/18  | Eastwood Park #1    | Improper parking of vehicles on driveway              |
| N.        | 3493 Chasen Drive  | 01/24/18  | Eastwood Park #2    | Improper parking of vehicles on driveway              |
| O.        | 3367 Turner Circle   | 01/25/18  | Viewpointe          | Keeping chickens on the property                      |
| P.        | 3910 Berry Court   | 01/26/18  | Cambridge Estates   | Miscellaneous debris/materials in front of fence      |
| Q.        | 3323 Turner Circle   | 01/31/18  | Viewpointe          | Motorhome improperly parked beside the house          |
| R.        | 2803 Wentworth Road  | 01/31/18  | Cameron Park N. #2  | Oak tree cut down without prior permit                |
| S.        | 3617 Kimberly Road   | 02/01/18  | Cameron Park N. #3  | Commercial signs front yard & misc. debris by fence   |

|            |  |                    |                      |   |
|------------|--|--------------------|----------------------|---|
|            | <b>Recommended Action:</b> None  |                    |                      |   |
| <b>8,</b>  | <b>Final Notice</b>  | <b>Notice Sent</b> | <b>Unit</b>          | <b>Complaint</b>                                      |
| A.         | #6474 3693 Millbrae Rd.  | 01/22/18           | Cameron Park N. #2   | Trailer with two water craft parked on driveway       |
|            | <b>Recommended Action:</b> None  |                    |                      |   |
| <b>9.</b>  | <b>Pre-Legal Notice</b>  | <b>Notice Sent</b> | <b>Unit</b>          | <b>Complaint</b>                                      |
| A.         | #6462 3672 Millbrae Rd.  | 01/18/18           | Cameron Park N. #2   | Boat & misc. goods & materials/driveway & yard        |
|            | <b>Recommended Action:</b> Forward Item 9A to Board of Directors for legal action.   |                    |                      |   |
| <b>10.</b> | <b>Legal Cases</b>   | <b>Notice Sent</b> | <b>Unit</b>          | <b>Complaint</b>                                      |
|            | None   |                    |                      |   |
|            | <b>Recommended Action:</b> None  |                    |                      |   |
| <b>11.</b> | <b>Pending</b>   | <b>Notice Sent</b> | <b>Unit</b>          | <b>Complaint</b>                                      |
| A.         | 3407 Turner Circle   | 01/05/18           | Viewpointe           | Recreational vehicle parked on driveway over 24 hours |
| B.         | #6469 2724 Sterling  | 12/13/17           | Cameron Park #12     | Recreational vehicle trailer parked beside driveway   |
| C.         | #6566 4407 Voltaire Dr.  | 12/12/17           | Cambridge Oaks #1    | Neglected landscape maintenance/front yard            |
|            | <b>Recommended Action:</b>   |                    |                      |   |
| <b>12.</b> | <b>Corrected Violations</b>  | <b>Notice Sent</b> | <b>Unit</b>          | <b>Complaint</b>                                      |
| A.         | #6471 2772 Hillcrest Dr.   | 12/28/17           | Creekside Estates #2 | Miscellaneous debris/materials beside driveway        |
| B.         | #6472 3185 Perlett Drive   | 12/29/17           | Cameron Woods #1     | Boat parked beside driveway/front of property         |
| C.         | #6475 2706 Sterling  | 12/29/17           | Cameron Park #12     | Recreational vehicle trailer parked on driveway       |
| D.         | #6459 3180 Oxford Rd.  | 11/09/17           | Air Park Estates     | Commercial sign posted in front yard                  |
| E.         | 2718 Justin Woods Court  | 12/20/17           | Creekside Estates #5 | Recreational vehicle trailer parked on roadway        |
| F.         | 2926 Royal Park Drive  | 12/20/17           | Deer Creek Estates   | Utility trailer full of debris/parked on roadside     |
| G.         | 2617 Alana Court   | 12/21/17           | Bar J Ranch Unit #1  | Vehicle continually parked on street overnight        |
| H.         | #6434 2850 Osborne Rd  | 12/11/17           | Cameron Park N. #2   | Boat improperly stored on driveway                    |
| I.         | 3051 Cedarhurst Court  | 12/28/17           | Cameron Park N. #2   | Boat parked/stored beside the driveway                |
| J.         | 4449 Voltaire Drive  | 01/05/18           | Cambridge Oaks #1    | Commercial cargo type trailer parked on roadside      |
| K.         | #6465 3037 Cambridge   | 12/13/17           | Cameron Park N. #8   | Exterior building alterations without permit          |
| L.         | 3415 Turner Circle   | 01/05/18           | Viewpointe           | Recreational vehicle parked on driveway over 24 hours |
| M.         | #6467 2614 Julie Court   | 01/12/18           | Cambridge Estates    | Boat parked on the side of the roadway                |
| N.         | #6470 3369 Braniff Ct.   | 01/12/18           | Air Park Estates     | Recreational vehicle trailer parked beside driveway   |
| O.         | #6473 3314 Flame Court   | 01/12/18           | Cameron Woods #4     | Boat parked beside the driveway/front of house        |
| P.         | #6474 3886 Los Santos  | 01/12/18           | Cameron Park N. #1   | Recreational vehicle trailer parked on the driveway   |
| Q.         | 3951 Hillsborough Road   | 12/29/17           | Cameron Park N. #2   | Utility type trailers (2) parked on & beside driveway |
|            | <b>Recommended Action:</b> None  |                    |                      |   |
| <b>13.</b> | <b>Matters To and From Committee Members:</b>  |                    |                      |   |
|            | At this time, the Committee and staff are provided the opportunity to speak on various issues. Direction may be given, however, no action may be taken unless the Committee agrees to include the matter on a subsequent agenda. |                    |                      |   |

|            |                           |
|------------|---------------------------|
| <b>14.</b> | <b>Report Back Items:</b> |
|            | None                      |
| <b>15.</b> | <b>Adjournment:</b>       |
|            |                           |

**CC&R Complaints that could not be confirmed from January 8, 2018**

| RCV'D    | UNIT/ADDRESS   | COMPLAINT/REASON CLEARED  | CLEARED  |
|----------|--|---|----------|
| 01/30/18 | Cameron Park North Unit #1;<br>3827 Los Santos Drive | Garbage cans left out more than 12 hours after garbage day pick up, in roadway blocking traffic; no applicable clause in CC&Rs; sent homeowner a courtesy letter referring her to EDC Code of Ordinances, Section 8.42.550- Placement of Residential Containers for Collection. | 02/01/18 |
| 01/16/18 | Cameron Park North Unit #3;<br>3476 Kimberly Road    | Operating an auto repair shop out of their garage; compliance officer has visited site, met with homeowner and monitored site; no evidence of auto repair/commercial business taking place.   | 02/02/18 |

## Agenda Transmittal

**DATE:** February 21, 2018

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #8:** **SOLID WASTE SERVICES AGREEMENT BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT AND WASTE CONNECTIONS**

**RECOMMENDED ACTION:** Review and Approve Resolution No. 2018-01 and the Proposed Change to the Solid Waste Services Agreement Exhibit C

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**BUDGET ACCOUNT:** ADMINISTRATION BUDGET UNIT 1000

**BUDGET IMPACT:** None

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**Recommendation:**

Review and approve Resolution No. 2018-01 and the proposed change to Exhibit C of the agreement between Cameron Park Community Services District and Waste Connections of California.

**Background:**

In February 2008, the Board of Directors approved a ten year service agreement for solid waste collections with Waste Connections of California (Waste Collections). In October 2010, the Board extended the contract by five years, to 2023 based upon Waste Collections meeting their performance objectives.

**Discussion:**

Waste Collections staff is proposing a change to their agreement regarding the phone bank standard. In the 2008 agreement, Exhibit C, page 36, a standard was established that customer calls would be answered within an average of 75 seconds. This standard has proved unobtainable due to Waste Connections expanded programs in recycling, bulky items pick-up and buy back centers, and the time required to explain these programs to callers. Attachment A provides information regarding the length of phone calls received by Waste Connections and the programs.

Waste Connections proposes a phone standard to be three minutes for calls to be answered, and staff are committed expanding outreach related to alternative waste resolution on the residential side in lieu of phone calls, such as: Recollect/Email via the website and mailers. Waste Connections is committed to returning all emails and voicemails within 24 hours.

Attachments

A - Waste Connections Information Regarding Length of Time for Calls and Services

B - Resolution No. 2018-01

C - 2008 Solid Waste Services Agreement





# Waste Connections - Length of Time for Calls and Services

| Cameron Park      | Calls  | Average Call Length | Average Wait |
|-------------------|--------|---------------------|--------------|
| 2013              | 11,847 | 3:12                | :40          |
| 2014              | 11,035 | 3:13                | :44          |
| 2015              | 11,441 | 3:27                | 1:36         |
| 2016              | 12,195 | 4:11                | 2:56         |
| 2017              | 12,242 | 4:15                | 2:44         |
| <b>Debris Box</b> |        |                     |              |
| 2013              | 1830   | 3:03                | 1:35         |
| 2014              | 2489   | 3:56                | 1:46         |
| 2015              | 9275   | 4:36                | 2:46         |
| 2016              | 11,935 | 6:06                | 2:14         |
| 2017              | 12,207 | 6:02                | 2:19         |

- Programs**
- RecycleBank
  - Buy Back Centers
  - MRF
  - Oil/Oil filters
  - Batteries
  - Bulky Item Pick Up
  - E Waste
  - Unlimited Yard Waste
  - Community Clean Ups
  - Bill Pay
  - Vouchers
  - Website/Recollect
  - HHW
  - Variable cart sizes
  - Email and Facebook

- Laws affecting Commercial Business, Multi Family and Schools**
- Food Waste
  - Organic Waste
  - Recycle Mandates
  - C & D County Ordinance

**RESOLUTION NO. 2018-01  
OF THE BOARD OF DIRECTORS OF THE  
CAMERON PARK COMMUNITY SERVICES DISTRICT**

February 21, 2018

**RESOLUTION AUTHORIZING CHANGES TO THE SOLID WASTE  
SERVICES AGREEMENT EXHIBIT C**

*WHEREAS*, in February 2008, the Board of Directors approved a ten-year service agreement for solid waste collections with Waste Connections of California (Waste Connections) and extended the contract by five years, to 2023 in October 2010; and

*WHEREAS*, Waste Connections established a standard that customer calls would be answered within an average of 75 seconds, which has proved to be unobtainable due to expanded programs in recycling, bulky items pick-up and buy back centers, and the time required to explain these programs to callers; and

*WHEREAS*, recognizing the need to adjust this standard to three (3) minutes for calls to be answered, Waste Connections staff are committed expanding outreach related to alternative waste resolution on the residential side in lieu of phone calls, such as: Recollect/Email via the website and mailers. Waste Connections is committed to returning all emails and voicemails within 24 hours.

*NOW, THEREFORE, BE IT RESOLVED* that Exhibit C to the Solid Waste Services Agreement dated February 21, 2008 between Cameron Park Community Services District and Waste Connections of California, Inc. d/b/a El Dorado Disposal Services be revised to reflect Waste Connections of California shall answer customer calls within an average of three minutes.

*PASSED AND ADOPTED* BY THE Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 21<sup>st</sup> day of February 2018, by the following vote of the said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Director Holly Morrison, President  
Board of Directors

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Jill Ritzman, General Manager  
Secretary to the Board

SOLID WASTE SERVICES AGREEMENT

Between

CAMERON PARK COMMUNITY SERVICES DISTRICT

And

WASTE CONNECTIONS OF CALIFORNIA, INC.  
d/b/a EL DORADO DISPOSAL SERVICES

February 21, 2008

## TABLE OF CONTENTS

|   |    |
|---|----|
| Section 1 - Defllitions .....   | 1  |
| Section 2 - Prior Agreements.....   | 6  |
| Section 3-Grant And Acceptance Of Exclusive Residential And Commercial Franchise .....  | 6  |
| Section 4 - Franchise Fee .....   | 8  |
| Section 5 - Compliance With Laws And Regulations .....                                  | 8  |
| Section 6 - Solid Waste And Recyclable Collection Services Provided By Contractor ..... | 9  |
| Section 7 - Facilities For Processing And Disposal Of Solid Waste.....                  | 11 |
| Section 8 - Cash Bond And Insurance .....   | 11 |
| Section 9-Term .....  | 14 |
| Section 10 - Franchise Transferable; District's Consent Required .....                  | 14 |
| Section 11 - Franchise Transfer; Fees .....   | 16 |
| Section 12 - Termination .....  | 16 |
| Section 13 - Rights Of District To Perform During Emergency .....                       | 17 |
| Section 14 -Privacy.....  | 18 |
| Section 15 - Records And Accounting .....   | 18 |
| Section 16 - Reports And Adverse Information .....                                      | 20 |
| Section 17 - Review Of Performance And Quality Of Service.....                          | 22 |
| Section 18 - Compensation.....  | 22 |
| Section 19 - Collection Equipment .....   | 25 |
| Section 20 -Public Access To Contractor .....   | 26 |
| Section 21 - Customer Complaints .....  | 27 |
| Section 22- Service Exceptions: Hazardous Waste Notifications .....                     | 27 |
| Section 23 - Indemnification .....  | 28 |
| Section 24 - General Provisions .....   | 29 |
| Exhibit "A" .....   | 34 |
| Exhibit "B" .....   | 35 |
| Exhibit "C" .....   | 36 |

This Solid Waste Services Agreement ("Agreement") entered into effective February 21, 2008, between Cameron Park Community Service District (the "District") and Waste Connections of California, Inc., d/b/a El Dorado Disposal Services (the "Contractor"), for the collection, transportation, processing and disposal of Solid Waste and Recyclable Materials.

## **RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(1), the District has determined that the public health, safety and well-being require an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste from certain residential, industrial and commercial areas in the District;

**WHEREAS**, District and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act (the "RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act (the "CERCLA"); and

**WHEREAS**, District has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of Solid Waste; and

**WHEREAS**, Contractor has represented and warranted to District that it has the experience, responsibility and qualifications to arrange with the residents, commercial, industrial, institutional and other entities in the Franchise Area for the collection and safe transport to disposal facilities of municipal Solid Waste, and the Recycling of Recyclable Materials, the District's Board of Directors (the "Board") determines and finds that the public interest, health, safety and well-being would be best served if Contractor were to make arrangements with residents and other entities to perform these services; and

**WHEREAS**, the Board declares its intention of maintaining reasonable rates for collection and transportation of Solid Waste within the area covered by this grant a franchise.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **SECTION 1- DEFINITIONS**

Whenever any terms used in this Franchise Agreement has been defined by the District Ordinance Code (the "Ordinance Code") or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Ordinance Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

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<sup>1</sup>To the extent that definitions contained in the Ordinance Code conflict with the definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the parties here under; provided, however,

A. AB 939. "AB 939" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

B. Affiliate. "Affiliate" means the Contractor, its officers, directors, shareholders, employees and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor. "Affiliate" includes any other subsidiary of Contractor and includes companies whose financial operations are reported as part of any consolidated financial statements filed by Contractor or its parent company with the U.S. Securities and Exchange Commission.

C. Bulky Waste. "Bulky Waste" means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, large branches, stumps and other oversized wastes.

D. CIWMB. "CIWMB" means the California Integrated Waste Management Board.

E. Commercial Solid Waste. "Commercial Solid Waste" includes all types of Solid Waste generated by commercial, industrial, governmental and other non-residential sources within the Franchise Area. The term Commercial Solid Waste does not include Hazardous Waste, Medical Waste and Special Waste.

F. Commencement Date. "Commencement Date" means February 21, 2008, or such later date when this Agreement is approved by the Board.

G. Compostable Materials. "Compostable Materials" means: plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and biodegradable waste otherwise approved for the yard waste program by Contractor and District. It may also include pre-or post-consumer food waste, if Contractor begins a food waste collection program within the District. It excludes loose soils, plastics and synthetic fibers, lumber, and wood or tree limbs over three inches in diameter or three feet in length; human or animal excrement, and any soil or other materials contaminated with hazardous substances.

H. Construction and Demolition Debris. "Construction and Demolition Debris" means Solid Waste consisting of building materials; and packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, multi-family residential units, commercial and industrial buildings and all other structures. Construction refers to SIC Codes 152 through 1794, 1796 and 1799. Demolition refers to SIC Code 1795.

I. Contractor. "Contractor" shall mean Waste Connections of California, Inc., d/b/a El Dorado Disposal Services. Contractor shall also mean any assignee, transferee or successor in interest of Contractor.

J. District. "District" means Cameron Park Community Services District.

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that should the Public Resource Code's definitions to be made obligatory by the state legislature on the District, then the conflicting Public Resource Code's definitions shall apply.

K. Electronic Waste. "E-waste" or "Electronic Waste" means discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode-ray tubes and other universal waste which may require special handling).

L. Franchise Area. "Franchise Area" shall mean the boundaries of the Franchise Area, together with all areas added to or deleted from the Franchise Area due to annexation or de-annexation, which added areas shall be automatically included within the Franchise Area on completion of the annexation, and all areas that shall otherwise be added to the Franchise Area due to amendments and changes thereto resulting from amendments to this Agreement. The current boundaries of the Franchise Area are shown by the Map attached hereto as Exhibit "A," and includes the District. Exhibit "A" shall be amended or replaced from time to time to reflect any and all changes to the Franchise Area.

M. Franchise Fee. "Franchise Fee" means the fee or assessment imposed by the District on Contractor, solely because of its status as a party to this Agreement and which, inter alia, is intended to compensate District for its expenses in administering this Agreement, and to fund other waste management activities.

N. Green Waste. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than three (3) inches in diameter) and similar materials.

O. Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any form collected directly or indirectly by Contractor, its affiliates, subsidiaries, parents or any other entity in which Contractor has a financial interest from collecting, transporting, arranging, and handling and/or disposing of franchised Solid Wastes generated in the Franchise Area, but excluding revenue from the sale of Recyclable Materials and excluding amounts not collected from Customers.

P. Hazardous Waste or Materials. "Hazardous Waste or Materials" means any and all of the following:

(1) Wastes, materials or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) as amended from time to time, or regulations promulgated thereunder;

(2) Waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of California (including, without limitation, the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and the California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

(3) Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic

Substances Control Act, 15 U.S.C. Section 2601-2654, as amended from time to time, or regulations promulgated thereunder; and

(4) Radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations.

The term "Hazardous Waste" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over hazardous waste.

Q. Industrial Solid Waste. "Industrial Solid Waste" means all Solid Waste and semi-solid which results from industrial processes and manufacturing operations, except for Hazardous Wastes or Special Waste.

R. Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means a Materials Recovery Facility in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling those materials.

S. Materials Recovery Services. "Materials Recovery Services" means the Processing of Solid Waste and Recyclable Materials at permitted Materials Recovery Facilities and the subsequent recovery, reuse, Recycling, or other diversion of such materials from landfilling in such a manner that the District receives diversion credit for such materials and activities by the CIWMB.

T. Medical Waste. "Medical Waste" or "Infectious Waste" means waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including source-separated Medical or Infectious Waste resulting from medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, hospitals and similar facilities processing wastes, which may include human or animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

U. Multi-Family Units. "Multi-Family Units" shall mean any dwelling which includes three (3) or more individual living units and which receives communal refuse and/or Recycling services.

V. Operating Year. Operating Year means the twelve- (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>, or any portion thereof, during the Term of this Agreement.

W. Permanent Household Hazardous Waste Collection Facility. "Permanent Household Hazardous Waste Collection Facility" or PHHWF means the permanent household hazardous waste collection facility constructed by Contractor and previously operated by Contractor or its affiliate at the WERS Material Recovery Facility.

X. Processing. "Processing" or to "Process" means the separation, sorting, handling, and/or baling of Solid Waste and/or Recyclable Materials by automated or manual means at a



Materials Recovery Facility, for the purpose of Recycling a portion of these materials. Material that is received at a Materials Recovery Facility and is directly loaded into a transfer van or other vehicle for delivery to a landfill for disposal without Recyclable Materials being sorted, separated, and handled and/or baled therefrom has not been Processed within the meaning of this definition.

Y. Recovered Materials. "Recovered Materials" means all Recyclable Materials that are removed for Recycling by Contractor from the total tonnage of all Solid Waste collected by Contractor in the Franchise Area whether these materials are source separated or commingled upon collection, and Recyclable Materials recovered from Solid Waste generated within the Franchise Area as a result of Contractor's Material Recovery Services. Recovered Materials shall also include Recyclable Materials received by Contractor at any buy-back center, or by means of any other Recycling program operated by Contractor. All such Recyclable Materials must be Recycled by Contractor to be considered "Recovered Materials."

Z. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials that are reused, recovered or Processed (or are in the future reused or processed) into a form suitable for reuse through reprocessing or remanufacture, and/or that qualify as diversion from landfilling consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclables" or "Recyclable Material" also include materials that are transformed to produce fuel, Compostable Materials, Recyclable Construction and Demolition Debris, alternative daily cover, materials processed for land application or as feed for livestock; provided, however, all such uses and applications qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder, and any other uses or applications that qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclable" or "Recyclable Material" include but are not limited to paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, Compostable Materials, brick and stone in reusable size and condition, and such other materials designated by the District, or designated as Recyclables by the CIWMB, or any other agency with jurisdiction.

AA. Recycling. "Recycling," "Recycle" and "Recycled" refer to the recovery, reuse, transformation, Recycling or other diversion of Recycled Materials from landfilling in such a manner that the District receives diversion credits for such materials and activities by the CIWMB.

BB. Residential Solid Waste. "Residential Solid Waste" means all types of Solid Waste that originates from Single-Family Units.

CC. Single-Family Unit. "Single-Family Unit" means any dwelling which receives individual refuse collection service, but includes duplexes.

DD. Solid Waste. Solid Waste means all putrescible and non-putrescible solid, semi-solid and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-Solid

Wastes, and other discarded solid and semi-Solid Waste; but excludes Hazardous Waste, Special Waste and Medical Waste.

EE. Special Wastes. "Special Waste" means any hazardous waste listed in Section 66740 of Title 17 of the California Code of Regulations, or any waste that has been classified as a Special Waste pursuant to Section 66744 of Title 22 of the California Code of Regulations, or that has been granted a variance for the purpose of storage, transportation, treatment or disposal by the Department of Health Services pursuant to Section 66310 of Title 22 of the California Code of Regulations. Special waste also includes any Solid Waste, that, because of its source of generation, physical, chemical or biological characteristics or unique disposal practices, is specifically conditioned in a Solid Waste facilities permit for handling and/or disposal.

FF. Transform. "Transform" means incineration, pyrolysis, distillation, gasification or biological conversion. Transformation does not include composting.

GG. Wastestream. "Wastestream" means all Solid Waste and Recyclable Materials collected by Contractor pursuant to this Agreement or delivered by any Person to the WERS Materials Recovery Facility.

HH. Western El Dorado Recovery Systems (WERS) Material Recovery Facility. "WERS Material Recovery Facility" or "WERS MRF" means the Material Recovery and transfer Facility owned by Contractor in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling of those materials, and where Solid Wastes, Recyclable Materials and Compostable Materials are transferred (or may at some time in the future be transferred) for re-loading and disposal at a landfill activity and/or processing at another MRF.

## **SECTION 2 - PRIOR AGREEMENTS**

Upon the Commencement Date, any and all agreements between the District and the Contractor shall expire and be of no further force or effect, except that: (a) any provisions of any agreements which provide for either party to defend and/or indemnify the other party for acts, omissions or occurrences prior to the Commencement Date, or which provide for insurance or record-keeping duties, shall survive termination; and (b) any provisions at any agreements which expressly state that they shall survive expiration of the term or termination of any prior agreements shall survive.

## **SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE**

A. Grant of Franchise. District grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive franchise, right, privilege and contractual duty to make and arrange with residents of Single-Family Units, residents and/or owners of Multi-Family Units and owners and/or persons in charge of commercial, industrial, institutional and other entities and construction and demolition sites in the Franchise Area for the collection, transportation and removal to Solid Waste Processing and/or disposal facilities, of all Residential, Industrial and Commercial Solid Waste (including

discarded Recyclables and discarded Recyclable Material and Construction and Demolition Debris) and all Recyclables and Green Waste that have been generated within the Franchise Area, and such residents and persons in charge shall be obligated to obtain such services exclusively from Contractor at the rates provided in Exhibit "B." This grant of franchise is subject to all limitations imposed by applicable laws and regulations, and is subject to all limitation set forth in this Agreement.

B. Acceptance of Franchise. Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives any right or claim to serve any part of the Franchise Area under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity. The exclusive franchise granted by this Agreement shall not apply to:

(1) A person or entity who contracts for landscaping or gardening work performed for the customer and incidental to such services removes and Recycles or disposes of Green Waste, provided that such removal and Recycling or disposal are performed by the person removing and Recycling or disposing of such Green Waste, and not by a subcontractor or other third-party; or

(2) A person or entity who has been given an exemption by the District from any mandatory collection ordinance that the District may adopt in the future; or

(3) A licensed contractor that generates Construction and Demolition Debris in the course of his/its business activities and such contractor, or his/its full-time employees and not a subcontractor or other third-party, self-haul such Construction and Demolition Debris (but excluding all other Solid Waste or Recyclables) to an authorized and permitted (as may be required by federal, state or local regulatory agencies with jurisdiction over such activities) processing facility for purposes of Material Recovery. A licensed contractor shall not use any subcontractor or other third party other than Contractor to haul Construction and Demolition Debris to an authorized and permitted Processing facility.

D. Sale or Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the Franchise Area or to donate Recyclable Material to any bona fide charity; provided, however, that all such Recyclable Material is substantially separated from non-Recyclable Solid Waste by the generator.

E. Franchise Area. The Franchise Area covered by this Agreement shall be all residential, commercial and industrial areas within the boundaries of the District as they exist on the effective date of this Agreement, as identified in Exhibit "A" (Franchise Area), to this Agreement, and as they may hereafter be changed by reason of annexation or de-annexation or by other amendment to this Agreement. Exhibit "A" shall be amended or replaced from time to time to reflect any and all changes to the Franchise Area. Waste collection service is mandatory throughout the Franchise Area.

F. Rights Reserved as to Hazardous Waste, Medical Waste and Special Waste. The District reserves the right to contract with other parties to have Hazardous, Medical and Special Waste collected, transported, disposed of, Processed and /or diverted.

G. Enforcement of Exclusivity of Franchise. The District may, in its sole discretion, enforce the exclusivity provisions of this franchise against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the District shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The District shall not be liable to Contractor in any manner, including any costs or damages, such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services and/or performs collection services in competition with Contractor, and in doing so violates the exclusive grant of franchise given to Contractor in this Agreement. In such event, Contractor's, sole and exclusive remedy shall be to seek an injunction, damages or other available judicial relief against any such third person or entity that engages in any conduct or activity which violates Contractor's exclusive franchise rights under this Agreement.

#### **SECTION 4 - FRANCHISE FEE**

Contractor shall pay to District a Franchise Fee set by the Board by Resolution, which shall be a percentage of the Gross Revenues derived by Contractor from operations pursuant to this Agreement. That Franchise Fee is initially set at five percent (5%) of Contractor's Gross Revenues, and from time to time may be adjusted by Resolution of the Board. The Franchise Fee shall be due and payable quarterly within forty five (45) days following the end of each quarter for Gross Revenues received during that quarter. If payment is not received within said forty-five (45) day period, interest shall accrue thereon at the rate of ten percent (10%) per annum or at the maximum interest rate permitted under California law, whichever is greater. District shall give Contractor a minimum of ninety (90) days' notice of any changes in the Franchise Fee. Any increase in the Franchise Fee shall result in a corresponding automatic rate adjustment to Contractor's rates and/or be passed through to Contractor's customers.

#### **SECTION 5 - COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor warrants that it will comply in all material respects with all applicable federal and state laws legally binding on Contractor in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, specifically including but not limited to CERCLA, AB 939 and all other applicable laws of the State of California. Moreover, Contractor shall comply in all material respects with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply in all material respects with all final and binding judgments entered against Contractor regarding its services performed under this Agreement.

**SECTION 6 - SOLID WASTE AND RECYCLABLE COLLECTION SERVICES  
PROVIDED BY CONTRACTOR**

A. District to Approve All Services. The nature of the services Contractor offers and provides to customers residing or doing business in the Franchise Areas shall be determined by the Board. The Board may require the Contractor to change the level of such services from time to time on reasonable notice to Contractor; provided, however, that the Board shall adjust Contractor's rates to reflect Contractor's documented increased and reasonable costs caused by the change in service levels. The services that Contractor offers and provides to its customers affected by this Agreement shall be subject to the prior approval of the Board or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing District to reduce or adversely affect Contractor's exclusive franchise rights as specified in Section 3 of this Agreement.

B. Mandatory Service. The services that the Contractor shall provide to its customers under this Agreement upon the Commencement Date are set forth in Exhibit "B." The parties acknowledge that the services described in Exhibit "B" are mandatory for customers in the Franchise Area.

C. Once-A-Week Service. Subject to Section 20.B, in order to protect the public health and safety, arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste not defined in this Agreement as Recyclable Material, shall provide for the collection of such waste generated or accumulated in residential, commercial and industrial premises within the Franchise Area at least once per week, or more frequently, as Contractor and its customers may agree.

(1) Single-Family Units. Except as otherwise set forth in Exhibit "B," the Contractor shall collect from Single-Family Units Solid Waste (except Bulky Waste and Special Waste) which has been properly placed, or accumulated in authorized Solid Waste carts, at curbside or other authorized collection station(s) prior to Contractor's normal weekly collection time. Any excess refuse that does not fit within the closed lid of the authorized Solid Waste container shall be deemed excess material and may be subject to the excess charges as described and limited by Exhibit "B."

(2) Multi-Family Units. Contractor shall empty all Multi-Family authorized Solid Waste containers, not less than once per week, and more frequently if required to handle the Multi-Family Unit Wastestream of those premises where the containers are located, in a manner consistent with public health and safety.

D. Hours of Collection. Contractor agrees that in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste will provide that collections for residential and commercial areas shall not start before 4:00 a.m., or continue after 7:00 p.m., seven (7) days per week. To the extent it is reasonably able to without disrupting its operations, Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of District, where early collection activities have generated numerous complaints from nearby residents.

E. Collection on Holidays. Contractor has informed District that Contractor's arrangements with its Solid Waste customers will provide that if the day of collection on any given route falls on New Year's Day or Christmas Day ("Authorized Collection Holidays"), Contractor shall provide collection service for such route on the work day next following such holiday or moved back one day at the discretion of Contractor. Contractor reserves the right to change the Authorized Collection Holidays; provided, however, that Contractor shall notify the District and its customers of such changes.

F. Medical, Hazardous and Special Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste or Special Waste herein. Contractor shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance District approval, but may be reviewed by the District in its discretion at the request of any customer. Contractor shall not engage in the collection of any Medical Waste; however, Contractor's affiliates may engage in the collection and disposal of Medical Waste. The District reserves the right to franchise other parties on a non-exclusive basis to perform Hazardous, Medical and Special Waste handling services.

G. District Approval of Contractor's Recycling Programs. Before initiating new Recycling programs or activities ("programs") within the Franchise Area, Contractor shall seek and obtain the express approval of District. In seeking District's approval for such new programs, Contractor shall provide the District with a detailed description of the proposed program, as well as a projection of costs and revenues associated with the program, and the anticipated level of diversion to be achieved by such program. In determining whether to approve any such proposed program, District may, in its sole discretion, choose to completely or partially subsidize the program.

H. Annual On Call Bulky Waste Pick-Up. Once per operating year, Contractor shall provide free Bulky Waste pick-up for all customers within the Franchise Area, as described in Exhibit "B," on an "on-call" basis, by appointment set between the customer and Contractor. Bulky items need not be placed in special containers for collection. Contractor shall pick up one bulky item left for collection at curbside by the customer; provided, however, that such bulky item pick-up shall be limited to 2.5 cubic yards in size- equivalent to one regular sofa or couch, one appliance or white goods. The Contractor shall have no duty or responsibility to collect any Hazardous Waste except as otherwise required in this Agreement.

I. Free Dump Coupons. Contractor will mail, on an annual basis, a coupon to all residential customers in the Franchise Area allowing them to dispose of up to 2.5 cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at the WERS Materials Recovery Facility, as described in Exhibit "B." The form and conditions of the coupon shall be approved in advance by the District. Contractor shall send these coupons to its residential customers each year with their billing statement.

## **SECTION 7 - FACILITIES FOR PROCESSING AND DISPOSAL OF SOLID WASTE**

A. **Contractor to Use Fully Permitted Disposal Facility.** Contractor shall be responsible for choosing the facility for disposal of Solid Waste under this Agreement; provided, however, that any landfill used by the Contractor must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). The landfill must have all required permits for federal, state, regional, county and city agencies and necessary for it to operate as a Class II or III Sanitary Landfill and be in full regulatory compliance with all such permits. The Contractor shall provide copies to the District of all notices of violations that could affect Contractor's ability to perform under this Agreement, or amendments to permits including any extensions. The landfill should not maintain the co-disposal of municipal Solid Waste and Hazardous Waste (other than Household Hazardous Waste) in the same lined cell.

Any landfill used by Contractor must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the duration of this Agreement. The Contractor shall immediately notify the District of any notice of breach or default received from the landfill. The Contractor shall ensure that the landfill is in full compliance with all closure and post-closure planning requirements applicable to the landfill, and the landfill has posted with the applicable governmental authorities all required financial assurances for closure and post-closure.

B. **Contractor to Use Fully Permitted Materials Recovery and Transfer Facilities.** Any Materials Recovery or transfer facilities used by the Contractor must be designed and constructed in accordance with all applicable laws and regulations. The facilities must have all required permits from federal, state, regional, county and city agencies necessary for them to operate and be in full regulatory compliance with all such permits. The Contractor shall provide copies to the District of all notices of violations respecting any such facility used by Contractor that could affect the Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions. Any such facility must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, Solid Waste delivered to it from the Franchise Area for the duration of this Agreement.

C. **Disposal in Compliance with Laws and Regulations.** Throughout the term of this Agreement, it shall be the Contractor's sole responsibility and duty to dispose of the Solid Waste collected by virtue of this Agreement, and do so in a safe manner and in compliance with all federal, state and, to the extent not inconsistent with this Agreement, local laws and regulations.

## **SECTION 8 - CASH BOND AND INSURANCE**

A. **Cash Bond.** In the event Contractor fails to make timely payment of any Franchise Fees owed to District, District may require Contractor, in addition to paying the late Franchise Fee payment plus default interest thereon, to deposit with District a cash bond, a performance bond or a letter of credit for the benefit of District in the sum of One Hundred Thousand Dollars (\$100,000). The District shall deposit the cash deposit in an interest-bearing account. The cash bond, performance bond or letter of credit shall be on terms acceptable to

District's counsel. The cash bond, performance bond or letter of credit shall serve as security for the faithful performance by Contractor of all the provisions and obligations of this Agreement. All interest shall be paid to the Contractor.

(1) After thirty (30) days following Contractor's failure to pay the District any amount owing under this Agreement plus interest at the rate of ten percent (10%) per annum., or, if more, the maximum interest rate allowed by law, the cash bond or letter of credit may be assessed by the District upon five (5) days' prior written notice to the Contractor for purposes including, but not limited to:

(a) Failure of Contractor to pay the District sums due under the terms of the agreement; and

(b) Reimbursement of costs borne by the District to correct Agreement violations not corrected by Contractor, after due notice.

(2) The Contractor shall deposit a sum of money sufficient to restore the cash bond or provide a renewed letter of credit to the original amount within thirty (30) days after notice from the District for any amount has been withdrawn from the cash bond or letter of credit.

B. Insurance. The Contractor shall provide proof of a policy of insurance satisfactory to the District Risk Manager and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

(1) Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

(2) Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.

(3) Automobile Liability Insurance of not less than Five Million Dollars (\$5,000,000) with respect to motor vehicles used by the Contractor in the performance of this Agreement.

(4) Environmental Impairment Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(5) The insurance will be issued by an insurance company acceptable to the District Risk Manager (which approval shall not be unreasonably withheld), or be provided through partial or total self-insurance likewise acceptable to the District Risk Manager.

(6) District, its officers, directors, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement



are concerned. This provision shall apply to all liability policies except Workers' Compensation and any professional liability insurance policies. Proof that the District is named additional insured shall be made by providing the District Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the District additional insured.

(7) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

(8) Any deductibles or self-insured retentions must be declared to an approved by the District (which approval shall not be unreasonably withheld).

(9) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the District, 3200 Country Club Drive, Cameron Park, CA 95682.

(10) Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thiii (30) days prior to said expiration date, a new certificate of insurance evidencing insurance\_ coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year or (for an occurrence policy) or three (3) years (for a claims made policy). New Certificates of Insurance are subject to the approval of the District Risk Manager.

(11) Each Certificate of Insurance shall meet such additional standards as may be reasonably determined by the District Risk Manager as essential for protection of the District.

(12) Contractor shall not commence performance of this Agreement unless and until it complies with each and every requirement of this Section 8.B.

(13) Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of this Section 8.B. shall constitute a material breach of the entire Agreement.

(14) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to that District, its officers, directors, officials, employees or volunteers.

(15) The Contractor's insurance coverage shall be primary insurance as respects to the District, its officers, directors, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

(16) The insurance companies shall have no recourse against the District, its officers, directors, officials, employees or volunteers, or any of them, for payment of any premiums or assessments under any policy issued by any insurance company.

(17) Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of the Agreement.

(18) To the extent that this Section 8.B. is inconsistent with 7-1.12, "Responsibility for Damage," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 1992, this Article shall govern; otherwise, each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

### **SECTION 9- TERM**

A. **Initial Term.** The Initial Term of this Agreement shall commence immediately upon execution and terminate on February 28, 2018.

B. **Renewal Options.** The District shall have the right, in its sole discretion, to unilaterally extend the term of this Agreement for additional periods of two (2) years each, up to a maximum of two (2) such extensions. If the District elects to so extend this Agreement for either one (1) or both of these optional extension periods, the District shall give the Contractor notice of its election to exercise each such option a minimum of one hundred (100) days before the then current termination date of this Agreement.

### **SECTION 10 -FRANCHISE TRANSFERABLE: DISTRICT'S CONSENT REQUIRED**

A. **No Assignment Without Consent.** The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, subcontracted, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Contractor, by act of the Contractor, without the prior written consent of the District expressed by Resolution of the Board. Any attempt by Contractor to assign this franchise without the consent of District shall be void. Notwithstanding the foregoing, Contractor may assign or subcontract this Agreement or a portion thereof to another Affiliate of Contractor upon advance written notice to the District; provided, however, that the assignor and Contractor shall each remain liable for performance of this Agreement.

B. **Assignment Defined.** The term "assignment" shall include any dissolution, merger, consolidation or other reorganization of the Contractor, which results in change of control of the Contractor, or the sale or other transfer of a controlling percentage of Contractor's capital stock to a person not a shareholder, immediate family member, management employee or principal of the Contractor or to an Affiliate on the date of the execution of this Agreement.

C. **Change in Control Defined.** District consent is required for any change in control of Contractor. "Change in control" shall mean any sale, transfer or acquisition of Contractor. If Contractor is a corporation, acquisition of more than ten percent (10%) of Contractor's voting stock by a person, or group of persons acting in concert, who already owns less than fifty percent

(50%) of the voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock of Contractor to a wholly owned subsidiary or affiliate of Contractor shall not constitute a change in ownership or control; provided, however, that the transferor shall remain liable for performance of this Agreement.

D. Breach. Any assignment or change in control of the Contractor occurring without prior District approval shall constitute a material breach of this Agreement.

E. District's Option to Terminate. In the event the Contractor attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder in violation of this Section 10, the District shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

F. Involuntary Assignments. Each or any of the following acts shall be considered an involuntary assignment providing the District with the right to elect to terminate the Agreement forthwith, without suit or other proceeding:

(1) If Contractor is or becomes insolvent, or makes an assignment for the benefit of creditors;

(2) If a writ of attachment or execution is levied on this Agreement, or other property of Contractor, such that it would affect Contractor's ability to perform its duties and obligations under this Agreement; or

(3) If, in any proceeding to which Contractor is a party, a receiver is appointed with authority to take possession of Contractor's property, such that would affect Contractor's ability to perform its duties and obligations under this Agreement.

G. Conditions to Obtaining District's Consent. That District's consent to an assignment or change of control may be withheld if, inter alia, the following conditions are not satisfied:

(1) The Contractor shall give that District at least thirty (30) days' advance written notice of the Contractor's intent to sell, transfer or assign this Agreement. As part of that notice, the Contractor shall provide to the District the following written information:

(a) The name, address and telephone number of the proposed assignee;

(b) The character of the legal entity owning or controlling assignee, and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and

(c) A copy of any and all purchase or assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement, and of Contractor's Solid Waste and Recycling business; provided, however, that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes

relevant to the review of Contractor's transferee rates under this Agreement; and provided further, however, that nothing in this Agreement shall obligate District to treat any of said acquisition costs as allowable expense of said transferee for rate setting purposes.

(2) The proposed transferee must be shown, by credible and sufficient evidence, to be qualified, by financial condition, background and experience to be able to fully assume and satisfactorily perform all of the Contractor's obligations hereunder, and particular, to be able to perform under this Agreement in a fashion that will assure the District of complying with AB 939.

(3) The transferee must be willing to, in writing, as do all of the obligations hereunder.

### **SECTION 11- FRANCHISE TRANSFER: FEES**

A. Transfer Fee. Any application for a franchise transfer shall be made in a manner prescribed by the District. The application shall include a transfer fee in an amount to be set by District by Resolution of the Board to cover the anticipated cost of all direct administrative expenses of the District, including consultants and attorneys, necessary to adequately analyze the application and to reimburse District for all direct and indirect expenses. Such transfer fee shall not exceed Ten Thousand Dollars (\$10,000). District's request for reimbursement shall be supplied with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.

B. Non-Recoverable Costs. The transfer fee is over and above any Franchise Fees, specified in this Agreement, and shall not be recoverable costs for rate setting purposes.

### **SECTION 12 -TERMINATION**

Each of the following described in Paragraphs A. and B. shall constitute a material breach of this Agreement on the part of the Contractor:

A. Material Breach of the Contractor's Obligations. The material failure or refusal of Contractor to comply with the obligations and duties imposed on Contractor pursuant to this Agreement. In the event of any material breach of any of the terms of this Agreement by Contractor, District and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, District shall have the right to terminate this Agreement if:

(1) The District shall have given prior written notice to the Contractor specifying that a particular default or defaults exist, which will, unless corrected, constitute a material breach on the part of the Contractor of this Agreement; and

(2) The Contractor has not corrected such default within ninety (90) days from the date of the notice given pursuant to clause A.(1) of this Section, or, if said default is not reasonably correctable within said time, Contractor has not taken

reasonable steps to commence to correct the same within said ninety (90) days, or thereafter does not diligently continue to take reasonable steps to correct such default.

B. Events of Insolvency. The Contractor: (i) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in any such proceeding; (iv) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 11 U.S.C. Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the District from requesting such other conditions to assumption of this Agreement as it deems reasonable and necessary.

C. No Waivers. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct.

D. Termination. Upon the occurrence of a material breach and the declaration of termination of this Agreement by the Board, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning District's right to indemnity and to temporarily assume Contractor's obligations. District then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

E. Breach by District. Should Contractor at any time, contend that the District has breached any material provision of this Agreement, Contractor shall immediately notify the District in writing of Contractor's contention. The District shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than ninety (90) days or any such longer period as reasonably needed to cure said the breach. If District fails to cure the breach within such time, the Contractor may terminate this Agreement.

### **SECTION 13- RIGHTS OF DISTRICT TO PERFORM DURING EMERGENCY**

A. Emergency Collection. Should Contractor, for any reason whatsoever, except the occurrence or existence of any of the events or conditions of Force Majeure as defined below, refuse or be unable to collect, transport and dispose of any or all of the Solid Waste which it is obligated under this Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the District in the

exercise of its sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event District shall have the right, upon twenty-four (24) hour prior written notice to Contractor, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement until the events or conditions of Force Majeure have terminated.

B. Contractor to Cooperate. Contractor agrees that in such event it will fully cooperate with District and its third-party contractor to effect such a transfer of operations in as smooth and efficient a fashion as is practicable.

C. Contractor to Pay Increased Costs. All costs, fees, rates and other expenses incurred by the District and/or its third-party contractor that exceeded those which would have been incurred by the District had no such emergency arisen shall be the responsibility of the Contractor, and shall be paid to the District within thirty (30) days of Contractor's receipt of written notice to so pay accompanied by a complete explanation of the additional costs, fees, rates and other expenses incurred by Contractor.

#### **SECTION 14 - PRIVACY**

A. Privacy of Customer Information. Contractor shall use all reasonable efforts to observe and protect the rights of privacy of its employees and customers. Information identifying individual customers, or the composition or contents of a customer's refuse or Recyclables shall not be revealed to any person, private agency or company, unless upon the request of Federal, State or local law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or Wastestream analyses which may be required by AB 939, or any other reports requested by the District under the Agreement or required or requested by any governmental agency.

B. Mailing Lists. Contractor shall not market or distribute outside the normal course of its business, mailing lists with the names and addresses of customers.

#### **SECTION 15 - RECORDS AND ACCOUNTING**

A. Financial Reporting. Contractor shall maintain a proper set of books and records on an accrual basis, and an annual financial statement in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement. Contractor shall submit to the District each year a copy of its annual financial statement as soon it is received by Contractor, but in all events no later than four (4) months following the close of Contractor's fiscal year. Notwithstanding the foregoing, should Contractor seek an extraordinary rate adjustment or any other increase in its rates (other than a deflation/inflation adjustment under Section 18.C.), then Contractor shall provide the District as part of such rate adjustment application with an audited financial statement covering at least the prior full calendar year of Contractor's operations. If Contractor is a direct or indirect wholly owned subsidiary of another

corporation or other business entity, it may satisfy this requirement by delivering consolidated financial statements of its parent company.

B. Service Records. Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, and customer complaints for a period of three (3) years from the date of the generation of each such record. The District or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Contractor's records, customer complaints, and other like materials of the Contractor which reasonably relate to Contractor's compliance with the provisions of this Agreement. Such records shall be made available to District at Contractor's regular place of business, but in no event outside of El Dorado County. Contractor shall further maintain and make available to District, records as to number of customers, total and by type, route maps/routing lists, service records and other materials and operating statistics in such manner and with such detail as District may require. District shall treat the information required by this paragraph that affects the competitive position of the Contractor as confidential information to the extent permitted by law. District shall not make or retain copies or photocopies containing information set forth in Contractor's confidential business records.

C. Underpayment of Franchise Fees. Should any examination or audit of Contractor's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall become due and payable to District no later than thirty (30) days after written notice of such underpayment is sent to Contractor by District. Should an underpayment of more than two percent (2%) be discovered, Contractor shall bear the entire cost of the District's audit or examination, and said cost shall not be recoverable through rate setting.

D. Examination of Financial Records.

(1) The information required by this Section shall pertain to Contractor's operations covered and regulated by this Agreement, and nothing contained herein shall require the Contractor to provide the District with information pertaining to the Contractor's or its Affiliates' operations which are not regulated by the District, except in conformance with this Section.

(2) Whenever Contractor seeks an extraordinary rate adjustment or any other increase in rates (other than a deflation/inflation adjustment under Section 18.C. below), the District's agent shall be entitled to examine the books, records and financial statements of Contractor and its Affiliates pertaining to operations regulated by the District under this Agreement for the sole purpose of gathering information necessary to allow the agents to ascertain whether claimed expenses are competitive, fair, and reasonable, and to assess the reasonableness of any transactions between Contractor and any of its Affiliates, and to assess the reasonableness of Contractor's requested adjustment to the rates. A transaction shall be deemed to be reasonable if, in the judgment of District's agent, the price for any goods or services provided by an Affiliate to Contractor represent an established going market price for such goods or services.

(3) Any information gained from examination of records under this Section pertaining to operations regulated or not regulated by the District shall be treated by the District and its agents as confidential information. District's agents shall prepare a confidential report regarding the results of such examination of Contractor's operations and transactions with Affiliates. District's agent shall issue its report on Contractor's operations and Contractor's transactions with Affiliates to District's counsel, and said report shall remain confidential, except that the dollar amount and general description of any costs that District's agent recommends be disallowed shall be disclosed to District's Board. If Contractor appeals the conclusions of said report to District's Board, Contractor shall decide what portions, if any, of said report shall be disclosed to the District's Board. District's Board shall then consider Contractor's appeal, but may, in its discretion, deny said appeal if inadequate information has been disclosed to District's Board to make an informed decision on the appeal.

(4) For purposes of this Section 15.D., "agent" shall mean an independent certified public accountant or public accountancy firm or other independent agent designated by District.

E. Public Records. Nothing in this Section will prevent District from allowing public access to District's records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by the Contractor under the terms of this Agreement, the District shall, in its discretion, provide public access to said information according to law or tender the defense of any claims made against the District concerning said information to Contractor. Prior to releasing any information pursuant to this paragraph, District shall make a good faith effort to notify Contractor of the intended release and give the Contractor a reasonable opportunity to seek a protective order preventing the disclosure of such information.

F. District Access to Customer Lists. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the District, Contractor shall supply to the District lists of the names of all customers of Contractor who are provided any service by Contractor within the Franchise Area. At the same or other time, the District may request, and the Contractor shall provide information specifying each customer's address, type of service provided to the customer, the number and type of authorized Solid Waste containers used by or provided to each customer, whether and which customers are believed to be violating this Agreement, any mandatory subscription ordinance or any other provision of the law, and any other information that the District determines, in its sound discretion, is reasonably required to monitor implementation of this Agreement and/or discharge the District's responsibilities under the law.

## **SECTION 16 - REPORTS AND ADVERSE INFORMATION**

A. Annual Reports. Upon request by the District, within one hundred and twenty (120) days after the close of Contractor's fiscal year (Contractor's fiscal year ends on December 31st of each year), Contractor shall submit to the District a written annual report, in a form approved by the District, including, but not limited to, the following information:



(1) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, service begun or discontinued during the reporting year, and the number of customers for each class and level of service;

(2) A revenue statement setting forth quarterly Franchise Fees, and the basis for the calculation thereof, certified under penalty of perjury by an officer of Contractor; and

(3) A list of Contractor's officers and members of its Board.

B. Adverse Information. Contractor shall provide District with two (2) copies of all reports or other material adversely reflecting on Contractor's performance under this Agreement, submitted by Contractor to the California or U.S. EPA, the CIWMB, or any other Federal, state or county agency. Copies shall be submitted to District simultaneously with Contractor's filing of such materials with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to District, but shall be made available to District upon written request, as provided in this Section.

(1) The Contractor shall submit to District copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Contractor to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other governmental bodies relating specifically to all material aspects of Contractor's performance of services pursuant to this Agreement. Any data which the Contractor seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Contractor with the basis for such exclusion clearly specified. In the event District receives a request under the Public Records Act, or by subpoena, the District shall notify Contractor to permit Contractor to object to the release of the information requested or subpoenaed.

(2) Contractor shall submit to the District such other information or reports in such form and at such times as the District may reasonably request or require.

(3) All reports and records required under this or any other Section shall be furnished by the Contractor, and the expense therefor in the gathering and preparation of such information, reports and records shall be included in the rate base.

C. AB 939 Requirements. During the term of this Agreement, Contractor shall submit to District quarterly, within forty-five (45) days after the end of each calendar quarter, and more often if required by law, information concerning District's diversion results and any information reasonably required by the District to meet its reporting obligations, if any, imposed by AB 939, and the regulations implementing AB 939, in a manner approved by the District. Contractor agrees to submit such reports and information on computer discs, or by model, in format compatible with District's computers, if practicable. The Contractor agrees to render all reasonable cooperation and assistance to the District in meeting the requirement of the District's source reduction and Recycling element and non-disposal facility element.

D. Waste Audits.

(1) Contractor shall conduct waste audits at the request of District where such waste audits are necessary to enable District to comply with the requirements of Federal or State law.

(2) The results of such audits shall be memorialized on forms either designed or approved by the District.

(3) The purpose of the audits will be to identify volume and characteristics of Solid Waste being generated by the customer.

(4) A copy of the audits shall be provided by the Contractor to the customer, the District, and to Contractor's own files.

#### **SECTION 17 - REVIEW OF PERFORMANCE AND QUALITY OF SERVICE**

A. Performance Review. From time to time, at its sole discretion, District may examine Contractor's operation in order to evaluate whether or not the Contractor is operating at a satisfactory level of efficiency and customer satisfaction. Contractor agrees to cooperate in any such examination, and shall permit District's representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as District may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Contractor's records shall be subject to Section 14.

B. Public Hearing. At District's sole option, within ninety (90) days of the first anniversary of the Commencement Date of this Agreement, and each year thereafter throughout the term of the Agreement, District may hold a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance and quality of service. The reports required by this Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and they shall be considered.

C. Report on Performance. Within thirty (30) days after the conclusion of the public hearing, District shall issue a report with respect to the adequacy of performance and quality of service.

D. Website. Contractor shall maintain any Website containing information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Contractor. Contractor shall notify the District and its customers of the address of its Website.

#### **SECTION 18 - COMPENSATION**

A. Contractor Rates. Contractor shall provide all management, supervision, personnel, materials, equipment, utilities, services, supplies and all other things necessary to perform all services, obligations, covenants and other acts required of Contractor under this Agreement for the rates specified in Exhibit "B" as adjusted pursuant to this Section. Contractor

shall pay all real estate taxes and assessments, general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, and any possessory interest tax, which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon any of the buildings, improvements, equipment or other real or personal property of the Contractor. Contractor shall not receive any form of payment or other consideration from the District for its performance under this Agreement except for the grant of the exclusive franchise provided in this Agreement. Contractor instead shall look solely to its customers in the Franchise Area for payment for all of Contractor's services and performance hereunder.

(1) District's Power. To the extent that Contractor's rates are established by this Agreement and are subject to automatic rate adjustments for deflation/inflation under Section 18.C., the terms of this Agreement shall govern the setting of Contractor's rates. The Board shall set and regulate all other rates and charges by Contractor for any and all services and activities it performs or engages in the Franchise Area.

(2) Extra Charges. Contractor shall not impose extra charges on Customers for extra service or for other reasons, except where expressly allowed by the Rate Schedule approved by the Board.

B. Time for Rate Settings and Rate Settings Procedure. Other than increases/decreases for inflation governed by Section 18.C., the Board shall set the rates to be charged by Contractor pursuant to this Agreement annually at the beginning of each Operating Year (commencing with July 1, 2008), unless a longer period is agreed on by the District and Contractor. Contractor shall submit a written request to the Board for a rate adjustment no earlier than January 1<sup>st</sup> and no later than April 1<sup>st</sup> prior to the commencement of each new Operating Year. Increases and decreases in Contractor's rates for inflation/deflation are not governed by this Section 18.B. but instead are governed by Section 18.C.

The Contractor shall provide written notice to each rate payer in a form approved by the District, of the time, date and place of each hearing set by the Board to set rates. Contractor shall provide said notice at least ten (10) but no more than sixty (60) days prior to such date.

Contractor expressly assumes the risk that its costs may be higher than the rates in this Agreement shall provide compensation for, or that its revenues may be lower than projected.

By this Agreement, neither the District nor its Board or employees or consultants agree, guarantee or warrant that Contractor will achieve reimbursement for all of its operating costs or pass-through costs, or that Contractor will achieve any profit margin

C. Inflation/Deflation and Fuel Surcharge Adjustment. Provided that Contractor has satisfied the performance criteria set forth on Exhibit "C," then in addition to any rate changes approved pursuant to Section 18.B., Contractor's rates for services described in Exhibit "B" (but exclusive of Franchise Fees) shall be automatically adjusted, upward or downward, annually, effective July 1<sup>st</sup> of each year during the Term of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the Consumer Price Index - All Items - for the State of California, published by the US Bureau of Labor Statistics ("CPI") during the most recent twelve (12) month period ending no later than December 31<sup>st</sup> of the calendar year preceding the

upcoming Operating Year. Thus, if the CPI increased three percent (3%) from January 1, 2007, through December 31, 2007, then Contractor's rates in Exhibit "B" would automatically be subject to a three percent (3%) increase effective as of July 1, 2008.

The rates charged by Contractor hereunder are subject to a fuel surcharge ("Fuel Surcharge") of 3.75% as of the Commencement Date, which shall be added to the rates provided in Exhibit "B." The Fuel Surcharge reflects an adjustment to a fuel surcharge that was first established effective July 1, 2006, pursuant to an Agreement between Contractor and El Dorado County (the "County Agreement"), which County Agreement governed Contractor's provision of solid waste collection and disposal services to residents of the District prior to the Commencement Date. The Contractor and the District wish to preserve the amount and method of calculation of the Fuel Surcharge established under the County Agreement to ensure consistency of rates to customers in the Franchise Area. Therefore, in addition to any automatic adjustments in Contractor's rates pursuant to the first paragraph of this Section 18.C., the Fuel Surcharge shall be automatically adjusted, upward or downward, annually effective July 1<sup>st</sup> of each year during the Term of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the #2 Diesel Fuel component of PPI Commodity Data published by the US Bureau of Labor Statistics ("PPI") from the amount of such component included in the May 2006 PPI, which amount was 239.6. Thus, if at April 30, 2008, the #2 Diesel Fuel component of the PPI was 250, the Fuel Surcharge would be increased to 3.914% effective July 1, 2008 ( $250 - 239.6 = 10.4$ ;  $10.4/239.6 = 4.34\%$ ;  $3.75\% \times 4.34\% = 0.164\%$ ;  $3.75\% + 0.164\% = 3.914\%$ ).

In the event either the CPI index or the PPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in Contractor's rates shall be calculated to the nearest cent (\$.01).

D. Adjustments for Extraordinary Circumstances. In addition to the adjustment mechanisms set forth in Sections 18.B. and 18.C. above, the Contractor may request an adjustment to Contractor's rates for services described in Exhibit "B," under the following extraordinary circumstances: (i) any changes in federal, state, or local laws or regulations that result in an increase in Contractor's costs, including but not limited to the imposition of new or the increase to existing governmental taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect Contractor's costs or revenues under this Agreement, including but not limited to material increases or decreases in the cost of fuel. The Contractor's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis therefor, and all financial and other records on which Contractor relies for its claim that Contractor's costs have increased. District staff shall promptly review Contractor's rate application and notify Contractor if its application is complete or whether District staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Board for their consideration. Rate adjustments made under this Section 18.D. may be requested by Contractor at any time during the course of an Operating Year; provided, however, that Contractor may not request more than two (2) adjustments due to extraordinary circumstances per Operating Year.

The Board shall review and consider approval of adjustment requests under this Section 18.D. in its discretion; provided, however, that such approval shall not be unreasonably withheld. The Board shall review and consider such requests within a reasonable period of time after the complete submittal by Contractor of its application for an extraordinary rate adjustment and after the District has had a reasonable period of time to request, review and audit any applicable financial records of Contractor and/or its Affiliates. The Board may grant Contractor's requested rate adjustment or, based on the information presented, malce increase or decrease Contractor's rates in amounts differing from Contractor's request. The adjusted rates, if approved by the Board, shall go into effect thirty (30) days after such approval or at such other time as established by the Board. The notice provisions of the second paragraph of Section 18.B. shall apply to Board review of rate adjustments under this Section 18.D.

E. Resolution of Issues Regarding the Rate Adjustments. Any issue regarding rates, or the computation thereof, or any other question regarding Contractor's reimbursement for fees, special services or extraordinary costs shall be decided by the Board. The rates in effect at the time any issue or dispute is submitted to the Board shall remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall reasonably be determined by the Board.

F. Billing and Payment.

(1) Contractor shall bill all customers for all services, whether regular or special. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment and tipping fees. The Contractor shall also collect and remit to District any AB 939 fees and other surcharges imposed by the Board on customers within the Franchise Area. Billings may be made no less frequently than every quarter and may be mailed at the beginning of the billing period for all services to residential and commercial customers.

(2) District may, at District's sole option, upon such terms and conditions as may be mutually agreed upon between the parties, elect to bill the residents for Solid Waste collection. If District elects to do so, mutually agreed upon guidelines will be established and amended into this Agreement.

G. Refunds. Contractor shall refund to each customer, on a pro-rata basis, any advance service payments made by such customer for services not provided when service is discontinued by the customer after reasonable advance written notice or for service not provided by Contractor due to no fault of the customer.

H. Recyclable Revenues. As further compensation to Contractor for its services under this Agreement, Contractor shall be entitled to receive and retain all revenues from the sale of Recyclable Materials received by Contractor from its customers.

## **SECTION 19- COLLECTION EQUIPMENT**

A. Vehicle Standards. Contractor shall provide an adequate number of vehicles and equipment for the collection and transportation services for which it is responsible under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the

Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. Solid waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Contractor's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent Solid Waste, including leachate and garbage juice, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Contractor at Contractor's sole expense. The equipment of Contractor used under this Agreement shall be subject to inspection by District on a semi-annual basis but shall not be subject to any permit fees therefor.

B. Equipment List. Upon execution of this Agreement and at least annually thereafter, the Contractor shall provide the District a written list of all equipment (including trucks and containers) being used within the Franchise Area, including make and model, age, mileage or hours of operation and type of vehicle.

## **SECTION 20 - PUBLIC ACCESS TO CONTRACTOR**

A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday. An adequate number of customer service representatives of Contractor shall be available during office hours for communication with the public in person and by telephone at Contractor's principal office in Diamond Springs, or such other location within El Dorado County as Contractor shall establish. Contractor shall also provide District with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

B. Withholding of Service. Service may, at Contractor's option, be withheld during any period in which bills for prior service remain delinquent, such bills becoming delinquent forty-five (45) days after the end of each full month for which services have been rendered. Contractor shall notify the Customer and the District in writing fifteen (15) days before stopping service to any customer of the customer's name, address and phone number, and the amount and time covered by all unpaid bills for Contractor's services. Customers whose service is being withheld shall nevertheless continue to be responsible for rates charged during the period in which service is withheld, and shall be subject to an additional charge of one percent (1%) per month or portion thereof that their accounts are more than forty-five (45) days past due. Contractor shall be entitled to a reinstatement fee in an amount approved by the District for reinstating service after such customers bills are brought current. District shall use reasonable efforts to cause delinquent accounts to be collected by causing past due amounts to be included in property tax bills; the reinstatement fee shall cover the District's cost of doing so.

C. Service Complaints.

(1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Contractor agrees to use reasonable

efforts to resolve all complaints by the close of business of the second business day (waste collection) following the date on which such complaint is received. Service complaints may be investigated by the District. Unless a settlement satisfactory to the complainant and the Contractor is reached, the complainant may refer the matter to the District for review.

(2) Contractor will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by the District.

D. Regular Meetings with District. At the reasonable request of District, Contractor shall meet with the District to discuss matters of mutual concern, including, but not limited to, problems in Contractor's service, compliance with AB 939 and future planning. The person attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions binding on Contractor.

## **SECTION 21- CUSTOMER COMPLAINTS**

A. Ombudsman. The Contractor shall appoint an Ombudsman to deal with unresolvable Customer complaints.

B. Non-Collection Tags. When Solid Waste is not collected from any customer other than due to withholding of service pursuant to Section 20.B., the Contractor shall notify its customer as to why that collection was not made, and shall attach tags approved by the District to the waste not so collected which clearly identify the reasons for such non-collection. District shall approve in advance Contractor's written procedures for determining when not to collect Solid Waste, and Contractor shall adhere to these approved written procedures in making such determinations and placing Non-collection Tags on a customer's Solid Waste container.

C. District Review of Complaints. A customer dissatisfied with Contractor's decision regarding a complaint may ask the District to review the complaint. To obtain this review, the customer must request District's review within thirty (30) days of receipt of Contractor's response to the complaint, or within forty-five (45) days of submitting the complaint to the Contractor if the Contractor has failed to respond to the complaint. The District may extend the time to request its review for good cause.

D. Remedy. The District shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to rebate of customer charges related to the period of breach of any of the terms of this Agreement.

## **SECTION 22 - SERVICE EXCEPTIONS: HAZARDOUS WASTE NOTIFICATIONS**

A. Compliance With Hazardous Waste Laws. The parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposal of such substances are continually providing new

definitions, tests and regulations concerning these substances. Under this Agreement it is Contractor's responsibility to keep current with the regulations and tests on such substances, and to identify such substances, and to comply with all federal, state, and to the extent not inconsistent with this Agreement, local regulations concerning such substances. Contractor shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in any manner inconsistent with federal and state law. Contractor shall have no duty or responsibility to collect or manage Hazardous Waste, other than as explicitly set forth in this Agreement.

B. Notices to Agencies regarding Toxics. Contractor has represented to District that Contractor will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Contractor in Solid Waste anywhere within the District, including on, in, under or about District's property, including streets, easements, right of ways and District's waste containers. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on District's property, including streets, storm drains, or public right of ways, Contractor will also immediately notify the District.

C. Inspection for Toxics. Contractor shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports and/or disposes pursuant to this Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of Hazardous Wastes or materials.

D. No Collection or Disposal of Hazardous Waste. Except as provided in this subsection, Contractor shall not knowingly collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste pursuant to this Agreement.

E. Hazardous Waste Program. Notwithstanding subsection 22.D. above, Contractor agrees to provide, upon District's request and with appropriate fee reimbursement, a program for residents in Contractor's Franchise Area, identifying Hazardous Waste and complying with all federal, state, and to the extent not inconsistent with this Agreement, local statutes and regulations dealing with Hazardous Waste. Subject to permitting, said program shall include, and be expanded to include, collection of all items listed on Exhibit "B," attached hereto and incorporated into this Agreement, which list may be amended from time to time by the District.

## **SECTION 23 - INDEMNIFICATION**

A. Indemnification of District. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to District), indemnify and hold harmless District, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter "District Indemnified Parties") from and against any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with the Contractor's services, operations, or performance hereunder,



regardless of the existence or degree of fault or negligence on the part of the District Indemnified Parties, except for the sole active negligence of the District, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save the District Indemnified Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

B. Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to District), indemnify and hold harmless the District Indemnified Parties from and against all claims for actual damages (including, but not limited to, special and consequential damages), natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to, attorneys and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the District Indemnified Parties, arising out of or resulting from any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action), concerning the release or threatened release of any hazardous substance or Hazardous or municipal Solid Waste at any place where Hazardous or Solid Waste is or has been transported, transferred, processed, stored, disposed or has otherwise come to be located by Contractor pursuant to the Agreement, which may result in a release of Hazardous Waste or hazardous substances into the environment. As used herein, the phrases "hazardous substance" and "Hazardous Waste" shall coincide with the broadest definition thereof contained in any present or future federal or state laws. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the District Indemnified Parties from liability. This provision shall survive the termination of this agreement between the Contractor and the District. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the District Indemnified Parties and in no event shall such indemnity inure to the benefit of any third-party.

The foregoing indemnity shall not apply with respect to (1) any Hazardous Waste or hazardous substance generated by the District and delivered by the District to Contractor; or (2) the disposal or release of hazardous substances or Hazardous Waste, which disposal or release has resulted from the negligence or willful misconduct of District. This indemnity shall include and cover all activities of Contractor under the Prior Agreements. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the District may have against the Contractor independent of this indemnity.

## **SECTION 24 - GENERAL PROVISIONS**

A. Force Majeure. Contractor shall not be in default under this Agreement in the event that the collection, processing, transportation and/or disposal services of Contractor are temporarily interrupted or discontinued for reasons outside of the reasonable control of the Contractor, including, but not limited to, riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and

fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Contractor. Other events do not include the financial ability of the Contractor to perform or the failure of the Contractor to obtain any necessary permits or licenses from any other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Contractor as required under this Agreement, District may elect to exercise its rights under Section 13 of this Agreement.

B. Independent Contractor. Contractor is an independent contractor, and not an officer, agent, servant or employee of District. Contractor is solely responsible for the acts and omissions of its officer,s, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between District and Contractor. Neither Contractor nor its officers, employees, agents nor subcontractors shall obtain any rights to retirement or other benefits which accrued to District's employees.

C. Right of Entry. Contractor shall have the exclusive right, until written notice revoking permission to pass is delivered to Contractor, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

D. Law to Govern: Venue. The law of the State of California shall govern this Agreement in the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of El Dorado. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California.

E. Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it, to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement, provided that Contractor's employees may accept unsolicited holiday gifts from customers.

F. Prior Agreements and Amendments. No amendment of this Agreement shall be valid unless in writing duly executed by the parties. This Agreement contains the entire agreement between the parties, and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party. This Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

G. Compliance with Agreement. Contractor shall comply with those provisions of the Ordinance Code which are applicable, and, with any all amendments to such applicable provisions during the term of this Agreement, provided that such provisions are not inconsistent with the terms of this Agreement.

H. Notices. All notices required or pennitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To District: Tam.my Mefford, General Manager  
Cameron Park Community Services District  
3200 Country Club Drive  
Cameron Park, CA 95682  
Facsimile: (530) 677-2201

To Contractor: Susan Farris, District Manager  
El Dorado Disposal Services  
P.O. Box 1270  
Diamond Springs, CA 95619  
Facsimile: (530) 626-5218

or to such other address as either party may from. time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from. the date such notice is deposited in the United States mail.

I. Savings Clause And Entirety. If any non-material provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

J. Exhibits Incorporated. Exhibits "A" through "C" are attached hereto and incorporated in this Agreement by reference.

K. Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

L. Judicial Review. Nothing in this Agreement shall be construed to prevent either party from. seeking redress to the Courts for the purposes of legal review of administrative proceedings in regard to the rate setting or the District's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

M. Police Powers. Nothing in this Agreement is intended to or may limit The District's authority pursuant to its police power.

N. Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, pennitted assigns, administrators and trustees of the District and Contractor.

O. Survival. All confidentiality and indemnification provisions of this Agreement shall survive this Agreement.

P. Administrator. The District Officer or employee with responsibility for administering this Agreement is Tammy Mefford, General Manager, or her click save Successor.

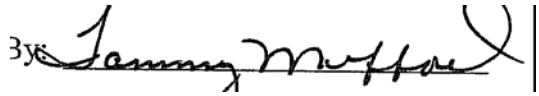
*[Signature Page Immediately Follows]*

IN WITNESS THEREOF, District and Contractor have executed this Agreement  
this 21<sup>st</sup> day of February, 2008.

CAMERON PARK COMMUNITY SERVICES  
DISTRICT

**By:** \_\_\_\_\_  
**P** Board of Directors

ATTEST:  
Clerk of the  
Board of Directors

3x  |

WASTE CONNECTIONS OF CALIFORNIA,  
INC., d/b/a El Dorado Disposal Services

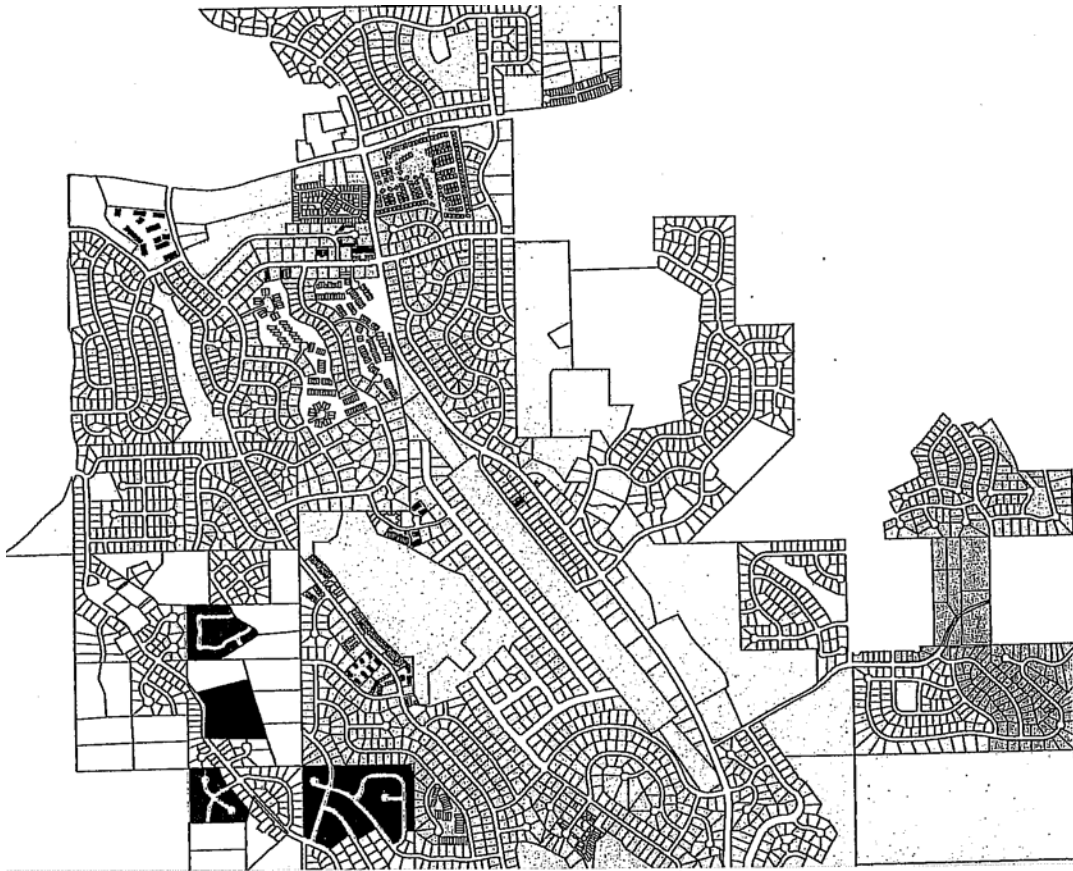
By: \_\_\_\_\_  
Ronald J. Mittelstaedt  
Its: Chief Executive Officer

By: \_\_\_\_\_  
Robert D. Evans  
Its: Secretary

Exhibit "A"

**Franchise Area Boundaries Map**

# CAMERON PARK COMMUNITY SERVICES DISTRICT



**Exhibit "B"**  
**Contractor Rates**



(As of 2111108)  
Rate Sheet

|                          | Without Fuel Surcharge | With Fuel Surcharge (3.75%) |
|--------------------------|------------------------|-----------------------------|
| <b>Residential Rates</b> |                        |                             |
| <b>Service Levels</b>    | <b>Monthly</b>         | <b>Monthly</b>              |
| 32 Gallon Senior Rate    | \$ 18.24               | \$ 18.92                    |
| 64 Gallon Rate           | \$ 21.63               | \$ 22.44                    |
| 64 Gallon Senior Rate    | \$ 19.47               | \$ 20.20                    |
| 96 Gallon Rate           | \$ 21.97               | \$ 22.79                    |
| 96 Gallon Senior Rate    | \$ 19.78               | \$ 20.52                    |

Each Additional Waste Cart - Double the first

Extra Trash Charge (each 32 gallon bag) \$ 3.27 \$ 3.39

Extra Trash Charge (non service day each bag) \$ 8.35 \$ 8.66

**Commercial Rates**

|        | Per Week Pickup (without fuel surcharge) |           |             |             |             |             | Per Week Pickup † (with fuel surcharge) |           |             |             |             |             |
|--------|--|-----------|-------------|-------------|-------------|-------------|---|-----------|-------------|-------------|-------------|-------------|
|        | 1  | 2         | 3           | 4           | 5           | 6           | 1                                       | 2         | 3           | 4           | 5           | 6           |
| 1 Yard | \$ 71.26                                 | \$ 142.52 | \$ 213.78   | \$ 285.04   | \$ 356.30   | \$ 427.56   | \$ 73.93                                | \$ 147.86 | \$ 221.80   | \$ 295.73   | \$ 369.66   | \$ 443.59   |
| 2 Yard | \$ 123.39                                | \$ 246.78 | \$ 370.17   | \$ 493.56   | \$ 616.95   | \$ 740.35   | \$ 128.02                               | \$ 256.03 | \$ 384.05   | \$ 512.07   | \$ 640.09   | \$ 768.11   |
| 3 Yard | \$ 184.28                                | \$ 368.58 | \$ 552.83   | \$ 737.11   | \$ 921.39   | \$ 1,105.67 | \$ 191.19                               | \$ 382.40 | \$ 573.56   | \$ 764.75   | \$ 955.94   | \$ 1,147.13 |
| 4 Yard | \$ 242.47                                | \$ 484.94 | \$ 727.41   | \$ 969.89   | \$ 1,212.36 | \$ 1,454.83 | \$ 251.56                               | \$ 503.13 | \$ 754.69   | \$ 1,006.26 | \$ 1,257.82 | \$ 1,509.39 |
| 5 Yard | \$ 303.09                                | \$ 606.18 | \$ 909.27   | \$ 1,212.36 | \$ 1,515.45 | \$ 1,818.54 | \$ 314.46                               | \$ 628.91 | \$ 943.37   | \$ 1,257.82 | \$ 1,572.28 | \$ 1,886.74 |
| 6 Yard | \$ 363.71                                | \$ 727.41 | \$ 1,091.12 | \$ 1,454.83 | \$ 1,818.57 | \$ 2,182.24 | \$ 377.35                               | \$ 754.69 | \$ 1,132.04 | \$ 1,509.39 | \$ 1,886.77 | \$ 2,264.07 |
| 8 Yard | \$ 464.11                                | \$ 928.22 | \$ 1,392.32 | \$ 1,856.43 | \$ 2,320.54 | \$ 2,784.65 | \$ 481.51                               | \$ 963.03 | \$ 1,444.53 | \$ 1,926.05 | \$ 2,407.56 | \$ 2,889.07 |

**Roll Off**

|                                  | Rate/Haul | Fuel Surcharge | Total     | Tons Included | Per Ton Rate Overage |
|----------------------------------|-----------|----------------|-----------|---------------|----------------------|
| 6 yard                           | \$ 128.03 | \$ 4.80        | \$ 132.83 | 1             | \$ 70.00             |
| 10 yard - Concrete Only          | \$ 172.39 | \$ 6.46        | \$ 178.85 | 2             | \$ 70.00             |
| 20 yard - Yard Waste Only        | \$ 207.29 | \$ 7.77        | \$ 215.06 | 3.5           | \$ 37.01             |
| 20 yard                          | \$ 329.16 | \$ 12.34       | \$ 341.50 | 3.5           | \$ 70.00             |
| 30 yard - Yard Waste Only        | \$ 310.94 | \$ 11.66       | \$ 322.60 | 5             | \$ 37.01             |
| 30 yard                          | \$ 414.62 | \$ 15.55       | \$ 430.17 | 5             | \$ 70.00             |
| 40 yard                          | \$ 491.97 | \$ 18.45       | \$ 510.42 | 5             | \$ 70.00             |
| 50 yard                          | \$ 585.68 | \$ 21.96       | \$ 607.64 | 5             | \$ 70.00             |
| Storage Container (monthly rate) | \$ 107.74 | \$ 4.04        | \$ 111.78 | Delivery=     | \$50.00              |

**EXHIBIT B**

**Exhibit "C"**  
**To Solid Waste Services Agreement dated February 21, 2008, between**  
**Cameron Park Community Services District**  
**And**  
**Waste Connections of California, Inc., d/b/a El Dorado Disposal Services**

The Contractor and the District have established the following performance criteria pursuant to Section 18.C. of the Agreement to determine whether Contractor is entitled to the full CPI adjustment provided in Section 18.C in the case of an increase in the CPI; Contractor shall always be subject to one hundred percent (100%) of any decrease in the CPI regardless of whether Contractor has satisfied the performance criteria. Each of these criteria shall be weighted at twenty percent (20%) of one hundred percent (100%) percent of the CPI. Thus, if the Contractor satisfies each of the performance criteria at the one hundred percent (100%) level, it shall be entitled to one hundred percent (100%) of the CPI adjustment in the case of an increase in the CPI; if it satisfies four (4) of the five (5) criteria at the one hundred percent (100%) level and one (1) at the zero percent (0%) level, it shall be entitled to only eighty percent (80%) of the CPI adjustment. All of the criteria shall be prorated, as provided below.

1. The missed pick-up rate for residential customers shall not exceed .005%, or five (5) per one thousand (1,000) customers, on average per collection day for the most recently completed Operating Year prior to the effective date of the CPI increase (late pick-ups shall not be considered missed pick-ups for this purpose). If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI increase attributable to this component shall be reduced by one percentage point (1%) for each customer in excess of five (5) that the average missed pick-up rate exceeds .005% on average per collection day for the relevant Operating Year. For example, if the average missed pick-up rate is .007%, the CPI adjustment shall be reduced by two percentage points (2%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.
  
2. Contractor shall answer customer calls within an average of ~~seventy five (75) seconds~~ **three (3) minutes**, as measured by the Contractor's phone system and reported to the District, during the most recently completed Operating Year prior to the effective date of the CPI increase. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI increase attributable to this component shall be reduced by one percentage point (1%) for each second in excess of ~~seventy five (75)~~ **three (3) minutes** for the average time to answer customer calls. For example, if the average time to answer customer calls for the Operating Year preceding the effective date of a CPI adjustment is ~~eighty (80) seconds~~ **three (3) minutes and five (5) seconds**, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

3. Contractor shall on average connect 99.95% (995 out of each 1,000 customers) customer complaints for each Operating Year preceding the effective date of the price CPI adjustment within the time specified in Section 20.C of the Agreement, but only in so far as such complaints are capable of being connected within such time period. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by one percentage point (1%) for each customer in excess of five (5) that the average time to connect customer complaints exceeds the time specified in Section 20.C of the Agreement. For example, if for any Operating Year the average number of customers whose complaints are not connected within the time period specified in Section 20.C of the Agreement is ten (10) per one thousand (1,000) customers, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.
4. Contractor shall on average connect 99.95 % (995 out of 1,000) complaints for litter attributable to Contractor within forty-eight (48) hours after receipt for each Operating Year. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by one percentage point (1%) for each occasion in excess of an average of five (5) per one thousand (1,000) that the time to connect complaints for litter attributable to Contractor during the relevant Operating Year exceeds forty-eight (48) hours. For example, if for any Operating Year the average number of complaints for litter that are not connected within forty-eight (48) hours is ten (10) per one thousand (1,000) customers, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.
5. All reports required to be filed by Contractor with the District pursuant to Section 16 shall be timely filed within the periods specified in that Section, provided that up to three (3) reports per Operating Year may be filed late without a reduction in the CPI adjustment. For each occasion in excess of three (3) in the Operating Year preceding the effective date of the CPI increase that one of the reports required by Section 16 is filed late, the 20% component of the CPI adjustment attributable to this component shall be reduced by four percentage points (4%). For example, if for any Operating Year, five (5) reports required by Section 16 of the Agreement are not filed within the time specified in Section 16, the next succeeding CPI adjustment shall be reduced by eight percentage points (8%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

## Agenda Transmittal

**DATE:** February 21, 2018

**FROM:** Jill Ritzman, General Manager  
Scott Lindgren, Unit Chief

**AGENDA ITEM #9:** EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY  
PRELIMINARY BUDGET FISCAL YEAR 2018/19, RESOLUTION  
NO. 2018-02

**RECOMMENDED ACTION:** Review and Adopt Resolution No. 2018-02 - Approving the Joint Powers Authority 2018/19 Budget

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**BUDGET ACCOUNT:** FIRE DEPARTMENT, BUDGET UNIT 3000

**BUDGET IMPACT:** \$0; Program is fully reimbursed by JPA

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**RECOMMENDATION:**

Review and adopt Resolution No. 2018-02 which will approve the Joint Powers Authority (JPA) 2018/19 budget.

**BACKGROUND:**

In November 1976, voters passed an initiative to change the existing ambulance system to a fire-based system, and to form a funding source. In 1996, in order to provide a more comprehensive emergency medical system, the El Dorado County Regional Prehospital Emergency Services Operations Authority (aka JPA) was formed. The JPA ensures automatic aid between the fire agencies for the delivery of an extensive, prehospital emergency medical service in an efficient manner without regard to jurisdictional boundaries.

Agencies contracted by the JPA operate the medic units and are reimbursed for their costs with funds from the JPA. These costs include personnel, operating expenses, equipment and administrative overhead. There are currently nine ambulances funded by the JPA.

**DISCUSSION:**

The JPA Board of Directors completes a budget process each fiscal year much the same as the Cameron Park Community Services District (District). During the December 2017 JPA Board meeting, the JPA Board of Directors adopted their preliminary budget. To finalize the JPA budget, it must be approved by each Board representing each member agency to the JPA by resolution, and finally by the El Dorado County Board of Supervisors.

The JPA budget includes expenditures for all Class 30 and Class 40 categories for transporting provider agencies. The JPA budget, set up in El Dorado County's format, reflects the budgets for each provider agency as well as JPA administration. The total JPA budget is \$13,095,197. The Cameron Park Fire Department's portion is \$1,225,400, and provides for one ambulance and six employees who provide coverage daily, around the clock.

Attachment A - El Dorado County Emergency Services Fiscal Year 2018/19 JPA Preliminary Budget, Draft 1

Attachment B – Resolution No. 2018-02



# Attachment A

## FY 18-19 JPA Preliminary Budget - Draft 1

| Class 30: Wages/Benefits         | JPA 2018-19 Budget     | CAM 2018-19 Budget    | DSP 2018-19 Budget    | EDC 2018-19 Budget    | EDH 2018-19 Budget    | GEO 2018-19 Budget    | TOTALS                 | Variance Explanation or Comments   |
|----------------------------------|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|--|
| 3000 Reg. Employees              | 170,000.00             | 1,205,400.00          | 724,191.19            | 2,022,453.00          | 457,148.03            | 496,400.00            | 5,075,592.22           |  |
| 3001 Extra Help                  | -                      | -                     | 18,000.00             | -                     | -                     | 51,500.00             | 69,500.00              |  |
| 3002 Overtime                    | -                      | -                     | 119,000.00            | 350,956.80            | 115,498.72            | 113,300.00            | 698,755.52             |  |
| 3004 Other Comp                  | 1,650.00               | -                     | 7,500.00              | -                     | 4,800.00              | 7,200.00              | 21,150.00              |  |
| 3020 Retirement (CalPERS)        | -                      | -                     | 217,730.33            | 871,677.30            | 213,303.85            | 207,000.00            | 1,509,711.48           |  |
| 3021 Social Security             | 10,500.00              | -                     | 52,919.00             | 500.00                | -                     | 4,500.00              | 68,419.00              |  |
| 3022 Medicare                    | 2,500.00               | -                     | 12,618.95             | 40,000.00             | 8,303.37              | 9,000.00              | 72,422.32              |  |
| 3040 Health Ins.                 | -                      | -                     | 163,852.17            | 531,640.00            | 126,787.50            | 77,500.00             | 899,779.67             |  |
| 3041 Fed. Unempl.                | 1,500.00               | -                     | -                     | -                     | 1,390.10              | 1,750.00              | 4,640.10               |  |
| 3042 Disability Ins.             | -                      | -                     | 2,076.00              | 8,000.00              | 1,907.77              | 1,650.00              | 13,633.77              |  |
| 3043 Deferred Comp.              | -                      | -                     | 26,239.82             | -                     | -                     | 35,000.00             | 61,239.82              |  |
| 3044 Vision Insurance            | -                      | -                     | -                     | -                     | 14,400.00             | 8,500.00              | 22,900.00              |  |
| 3046 Retiree Health (OPEB)       | -                      | -                     | 90,000.00             | 186,866.00            | 167,000.00            | 56,200.00             | 500,066.00             |  |
| 3060 Workers' Comp               | 1,200.00               | -                     | 110,000.00            | 152,320.00            | 72,894.25             | 20,000.00             | 356,414.25             |  |
| 3080 Life/Flexible Benefits      | -                      | -                     | 968.00                | -                     | 1,305.76              | -                     | 2,273.76               |  |
| <b>CLASS 30: SUBTOTALS</b>       | <b>\$187,350.00</b>    | <b>\$1,205,400.00</b> | <b>\$1,545,095.46</b> | <b>\$4,164,413.10</b> | <b>\$1,184,739.35</b> | <b>\$1,089,500.00</b> | <b>\$9,376,497.91</b>  |  |
| Class 40: Serv/Supplies          | JPA 2018-19 Projection | CAM 2018-19 Budget    | DSP 2018-19 Budget    | EDC 2018-19 Budget    | EDH 2018-19 Budget    | GEO 2018-19 Budget    | TOTALS                 | Variance Explanation or Comments   |
| 4020 Clothing                    | -                      | -                     | 3,000.00              | -                     | -                     | 1,200.00              | 4,200.00               |  |
| 4021 Fire Turnouts               | -                      | 6,800.00              | 10,500.00             | 30,000.00             | 5,000.00              | 5,000.00              | 57,300.00              |  |
| 4022 Uniforms                    | 200.00                 | -                     | 5,000.00              | 2,850.00              | -                     | 5,000.00              | 13,050.00              |  |
| 4040 Communications              | 1,420,000.00           | -                     | -                     | -                     | -                     | -                     | 1,420,000.00           |  |
| 4060 Inservice Food              | 500.00                 | -                     | -                     | 1,200.00              | -                     | -                     | 1,700.00               |  |
| 4080 Household Exp.              | 100.00                 | 3,600.00              | -                     | 6,000.00              | -                     | 25.00                 | 9,725.00               |  |
| 4085 Refuse Disposal             | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4087 Extermination               | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4100 Insurance                   | 30,000.00              | -                     | -                     | -                     | -                     | 500.00                | 30,500.00              |  |
| 4140 Maint: Equip.               | 3,000.00               | -                     | -                     | -                     | -                     | -                     | 3,000.00               |  |
| 4141 Maint: Office Equip         | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4142 Maint: Radio                | 3,000.00               | -                     | -                     | -                     | -                     | -                     | 3,000.00               |  |
| 4143 Maint: Service Contract     | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4145 Maint: Equip. Prts          | 200.00                 | -                     | -                     | -                     | -                     | 1,200.00              | 1,400.00               |  |
| 4160 Vehicle Maint               | 100,000.00             | -                     | -                     | -                     | -                     | -                     | 100,000.00             |  |
| 4161 Vehicle Maint: Parts Direct | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4162 Veh Maint:Sup               | 23,000.00              | -                     | -                     | -                     | -                     | -                     | 23,000.00              |  |
| 4164 Veh Maint: Tires            | 20,000.00              | -                     | -                     | -                     | -                     | -                     | 20,000.00              |  |
| 4165 Veh Maint: Oils             | 2,000.00               | -                     | -                     | -                     | -                     | -                     | 2,000.00               |  |
| 4180 Maint: Bldg/Imp             | 500.00                 | -                     | -                     | -                     | -                     | -                     | 500.00                 |  |
| 4182 Structures Maint            | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4197 Maint. Bldg Supplies        | 200.00                 | -                     | -                     | -                     | -                     | -                     | 200.00                 |  |
| 4200 Medical Supplies            | 500,000.00             | -                     | -                     | -                     | -                     | -                     | 500,000.00             |  |
| 4220 Memberships                 | 50.00                  | -                     | -                     | -                     | -                     | 1,500.00              | 1,550.00               |  |
| 4240 Misc. Expense               | 600.00                 | -                     | -                     | -                     | 1,000.00              | -                     | 1,600.00               |  |
| 4260 Office Expense              | 6,000.00               | 1,500.00              | 500.00                | 1,000.00              | 1,000.00              | 100.00                | 10,100.00              |  |
| 4261 Postage                     | 900.00                 | -                     | -                     | -                     | -                     | -                     | 900.00                 |  |
| 4162 Software                    | 200.00                 | -                     | -                     | 250.00                | -                     | 600.00                | 1,050.00               |  |
| 4263 Subscriptions               | -                      | -                     | -                     | -                     | -                     | 250.00                | 250.00                 |  |
| 4266 Printing                    | 150.00                 | -                     | -                     | -                     | -                     | -                     | 150.00                 |  |
| 4300 Professional Serv           | 60,000.00              | -                     | -                     | -                     | -                     | 100.00                | 60,100.00              |  |
| 4304 Admin Fees                  | 170,000.00             | -                     | -                     | -                     | -                     | -                     | 170,000.00             |  |
| 4308 External Data Svcs          | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4313 Legal Expenses              | 10,000.00              | -                     | -                     | -                     | -                     | -                     | 10,000.00              |  |
| 4324 Medical                     | -                      | -                     | -                     | -                     | 2,500.00              | 650.00                | 3,150.00               |  |
| 4400 Publicat/Legal              | -                      | -                     | -                     | -                     | -                     | -                     | -                      |  |
| 4420 Rent/Lease/Equip            | 25,000.00              | -                     | -                     | -                     | -                     | -                     | 25,000.00              |  |
| 4440 Rent/Lease/Bldg             | 200,000.00             | -                     | -                     | -                     | -                     | -                     | 200,000.00             |  |
| 4460 Equip: Sm Tool              | -                      | -                     | 2,000.00              | 4,000.00              | -                     | 500.00                | 6,500.00               |  |
| 4461 Equipment: Minor            | 2,500.00               | 4,000.00              | 1,000.00              | 7,500.00              | 600.00                | 500.00                | 16,100.00              |  |
| 4462 Equip: Computers            | 10,000.00              | -                     | 4,000.00              | 8,000.00              | -                     | 1,000.00              | 23,000.00              |  |
| 4463 Equip: Telephone & Radic    | -                      | -                     | 2,000.00              | -                     | -                     | -                     | 2,000.00               |  |
| 4500 Special Dept Exp            | 500.00                 | -                     | -                     | -                     | -                     | -                     | 500.00                 |  |
| 4502 Educ Materials              | -                      | -                     | 500.00                | -                     | -                     | -                     | 500.00                 |  |
| 4503 Staff Development(1099)     | -                      | -                     | -                     | -                     | -                     | 800.00                | 800.00                 |  |
| 4529 Software License            | 1,800.00               | -                     | -                     | -                     | -                     | -                     | 1,800.00               |  |
| 4540 Staff Development           | 32,000.00              | 3,600.00              | 4,000.00              | 19,200.00             | 4,000.00              | 1,000.00              | 63,800.00              |  |
| 4600 Transport/Travel            | 5,000.00               | 500.00                | -                     | -                     | 600.00                | 75.00                 | 6,175.00               |  |
| 4602 Mile Emp Prv Auto           | 500.00                 | -                     | -                     | -                     | -                     | -                     | 500.00                 |  |
| 4606 Fuel Purchases              | 240,100.00             | -                     | -                     | -                     | -                     | -                     | 240,100.00             |  |
| 4620 Utilities                   | 115,500.00             | -                     | -                     | -                     | -                     | -                     | 115,500.00             |  |
| <b>CLASS 40: SUBTOTALS</b>       | <b>\$2,983,500.00</b>  | <b>\$20,000.00</b>    | <b>\$32,500.00</b>    | <b>\$80,000.00</b>    | <b>\$14,700.00</b>    | <b>\$20,000.00</b>    | <b>\$3,150,700.00</b>  |  |
| Class 60: Fixed Assets           | JPA 2018-19 Projection | CAM 2018-19 Budget    | DSP 2018-19 Budget    | EDC 2018-19 Budget    | EDH 2018-19 Budget    | GEO 2018-19 Budget    | TOTALS                 | Variance Explanation or Comments   |
| 6040 Fixed Assets                | 568,000.00             | -                     | -                     | -                     | -                     | -                     | 568,000.00             | 2 remounts (\$155k each)<br>1 new ambulance (\$195k)<br>3 gurneys (\$21k each) |
| <b>Class 60: SUBTOTALS</b>       | <b>\$568,000.00</b>    | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$0.00</b>         | <b>\$568,000.00</b>    |  |
| Budget Totals                    | JPA 2017-18 Projection | CAM 2018-19 Budget    | DSP 2018-19 Budget    | EDC 2018-19 Budget    | EDH 2018-19 Budget    | GEO 2018-19 Budget    | TOTALS                 | Variance Explanation or Comments   |
| Class 30: Wages/Benefits         | 187,350.00             | 1,205,400.00          | 1,545,095.46          | 4,164,413.10          | 1,184,739.35          | 1,089,500.00          | 9,376,497.91           |  |
| Class 40: Serv/Supplies          | 2,983,500.00           | 20,000.00             | 32,500.00             | 80,000.00             | 14,700.00             | 20,000.00             | 3,150,700.00           |  |
| Class 60: Fixed Assets           | 568,000.00             | -                     | -                     | -                     | -                     | -                     | 568,000.00             |  |
| <b>GRAND TOTALS</b>              | <b>\$3,738,850.00</b>  | <b>\$1,225,400.00</b> | <b>\$1,577,595.46</b> | <b>\$4,244,413.10</b> | <b>\$1,199,439.35</b> | <b>\$1,109,500.00</b> | <b>\$13,095,197.91</b> |  |

# Attachment B

**RESOLUTION NO. 2018-02  
OF THE BOARD OF DIRECTORS  
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
February 21, 2018**

**RESOLUTION APPROVING THE EL DORADO COUNTY EMERGENCY  
SERVICES JOINT POWERS AUTHORITY (JPA)  
FISCAL YEAR 2018/19 BUDGET**

***BE IT RESOLVED***, that the Board of Directors of the Cameron Park Community Services District that said Board does hereby approve the El Dorado County Emergency Services JPA Fiscal Year 2017/18 budget in the amount of \$13,095,197;

***BE IT FURTHER RESOLVED***, that the President of said Board be and hereby is authorized to sign and execute said agreement on behalf of the Cameron Park Community Services District.

***PASSED AND ADOPTED*** by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting, held on the 21<sup>st</sup> day of February 2018, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Director Holly Morrison, President  
Board of Directors

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Jill Ritzman, General Manager  
Secretary to the Board of Directors

*Cameron Park  
Community Services District*

**Agenda Transmittal**

**DATE:** February 21, 2018

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #10:** RESOLUTION DESIGNATING JILL RITZMAN, GENERAL MANAGER  
AS DISTRICT'S AUTHORIZED OFFICER FOR UMPQUA BANK  
BUSINESS

**RECOMMENDED ACTION:** **Approve Resolution 2018-03**

The Cameron Park Community Services District (District) banks with Umpqua Bank for business operations and has a loan associated with the Community Center. As the new General Manager, Umpqua Bank is requesting that the Board of Directors designates Jill Ritzman as the District's Authorized Officer for business operations.



CAMERON PARK



**RESOLUTION NO. 2018-03  
OF THE BOARD OF DIRECTORS  
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
February 21, 2018**

**Designating General Manager Jill Ritzman as  
Authorized Officer for Umpqua Bank Business**

**WHEREAS**, the Cameron Park Community Services District (District) banks with Umpqua Bank for its business operations; and

**WHEREAS**, the District hired Jill Ritzman to serve as the General Manager in November 2017.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors designates Jill Ritzman as the District's Authorized Officer for business at Umpqua Bank.

**PASSED AND ADOPTED** by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting held on the \_\_\_\_\_ 2018, by the following vote of said Board:

**AYES:**

**NOES:**

**ABSENT:**

**ATTEST:**

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*Holly Morrison, President  
Board of Directors*

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*General Manager, Jill Ritzman  
Secretary to the Board*

## Agenda Transmittal

**DATE:** February 21, 2018

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #:** **FIRST READING OF ORDINANCE NO. 2018.03.21  
WHICH REVISES THE WEED ABATEMENT  
ORDINANCES NO. 2014.09.17 AND 2016.03.16**

**RECOMMENDED ACTION:** Receive, Discuss and Provide the First Reading of Ordinance No. 2018.03.21 Revising Weed Abatement Ordinances No. 2014.09.17 and 2016.03.16 and Schedule Second Reading and Adoption at the March 21, 2018 Board Meeting; Approve Resolution No. 2018-04 Authorizing the Abatement of Weeds

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**BUDGET ACCOUNT:** FIRE DEPARTMENT, BUDGET UNIT 3000

**BUDGET IMPACT:** TBD – Ability to Offset Costs of Abating Weeds on Private Property

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**Recommended Action:**

- Receive, discuss and provide the first reading of Ordinance No. 2018.03.21 revising Ordinances No. 2014.09.17 and 2016.03.16.
- Schedule second reading of the Ordinance and adoption for the March 21, 2018 Board meeting.
- Approve Resolution No. 2018-04, Authority To Abate Weeds On Properties Where Weeds Constitute A Public Nuisance.

**Background:**

In March, 2016, the Cameron Park Community Services District (District) Board of Directors approved Ordinance No. 2016.03.16, which amended Ordinance No. 2014.09.17, which enabled the Cameron Park Fire Department to require vacant lot owners to remove hazardous (combustible) vegetation from their lots, where such vegetation constitutes a threat to adjoining improved lots. Property owners are sent a notice requiring them to abate

the nuisance by a given date. If the hazard is not abated by the deadline, the Cameron Park Fire Department may hire a contractor to abate the hazard at the property owners' expense.

Ordinance No. 2018.03.21 makes corrections to Government Codes and Health and Safety Codes quoted in Section 13 of Ordinances No. 2014.09.17 and 2016.03.16.

#### **DISCUSSION:**

District staff reviewed language in the Ordinance's Section 13 with County Auditor-Controller staff. The County suggested changes that District staff have included on the proposed revised Weed and Rubbish Abatement Ordinance (Attachment A).

In addition to the Ordinance, the County requires annual Resolutions that identify the affected properties and directs the County Auditor-Controller to place the direct charge levies. The first resolution is attached and identifies the parcels that have weeds to be abated. The second resolution, to be presented to the Board in early summer, identifies for the Auditor-Controller parcels that the District abated weeds and the District's cost for weed abatement, and requests direct charge levies be placed on those parcels.

CAL FIRE staff reviewed and provided comment on proposed changes. District Legal Counsel reviewed and approved the proposed Ordinance.

#### Fire & Emergency Services Committee

The Fire & Emergency Services Committee reviewed the proposed changes and recommended moving the proposed Ordinance and Resolution to the Board for consideration.

#### **CONCLUSION:**

The proposed Weed and Rubbish Abatement Ordinance revisions and annual resolutions should achieve the Board's intention to compel property owners to abate weeds on their property; and if a private property owner does not comply, the District has the ability to work with the County Auditor-Controller to levy an assessment on the property.

#### Attachments:

- A – Proposed Ordinance Revision (with edits)
- B – Proposed Ordinance No. 2018.03.21 (clean version)
- C – Resolution No. 2018-04, Authority To Abate Weeds On Properties Where Weeds Constitute A Public Nuisance, with Exhibit A
- D – Letter to Property Owners

ORDINANCE NO.

~~2016.03.16~~—2018.03.21

AN ORDINANCE OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
AMENDING THE "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2014.09.17  
and 2016.03.16 WITHIN CAMERON PARK COMMUNITY SERVICES DISTRICT

=====

BE IT ORDAINED BY THE CAMERON PARK COMMUNITY SERVICES DISTRICT AS  
FOLLOWS:

The "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2014.09.17 and  
2016.03.16 are hereby  
amended as follows, and shall hereafter be designated as CAMERON PARK COMMUNITY  
SERVICES DISTRICT ORDINANCE NO. ~~2016.03.16~~2018.03.21:

Sections:

- Section 1: FINDINGS
- Section 2: DEFINITIONS
- Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE
- Section 4: PROHIBITED CONDUCT
- Section 5: DUTY TO REMOVE AND ABATE HAZARDOUS VEGETATION AND  
COMBUSTIBLE MATERIAL
- Section 6: ENFORCEMENT OFFICIALS
- Section 7: INSPECTION
- Section 8: ENFORCEMENT
- Section 9: ENFORCEMENT PROCEDURE
- Section 10: APPEALS
- Section 11: REMOVAL OF HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL
- Section 12: COLLECTION OF COSTS FOR ABATEMENT
- Section 13: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY
- Section 14: VIOLATIONS
- Section 15: PENALTY – INFRACTION
- Section 16: SEVERABILITY
- Section 17: EFFECTIVE DATE AND PUBLICATION

Section 1: FINDINGS

- A. The Board of Directors of Cameron Park Community Services District (hereinafter "District") finds and declares that the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or other materials or obstructions on sidewalks, streets, and on lands or lots within the District is dangerous or injurious to neighboring property and the health or welfare of residents of the District and is a public nuisance in that it creates fire hazards, conditions that reduce the value of private property, promote blight and deterioration, invite plundering, constitute an unattractive nuisance creating a hazard to the health and safety of minors, and creates a harbor for rodents and insects and is injurious to the health, safety and general welfare.

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- B. It is the intent of the District that this Ordinance shall apply to the abatement of the accumulation of weeds, grasses, hazardous vegetation and combustible materials on all parcels within the District;
  - C. The District is located in a wildland/suburban interface in which many of the native and non-native plant species within the jurisdictional boundaries of the District are highly flammable during dry periods and have contributed to significant wildfires resulting in catastrophic fire losses to life, property and the environment.
  - D. The District has a diverse and complex landscape which includes mountains and other brush covered wildlands which are home to many rare and sensitive plant and animal species;
  - E. Of paramount importance to the District Board of Directors and the citizens of this District is the protection of lives and property from the threat of fire and the safety of fire and law enforcement personnel during wildfires; and
  - F. It is the purpose of this Ordinance to establish a hazardous vegetation and combustible material abatement program that protects the lives and property of the citizens of the District.

## Section 2: DEFINITIONS

- A. Accumulation of Weeds, Grasses, Hazardous Vegetation and Combustible Materials - Allowing the growth of weeds, grasses, hazardous vegetation and accumulation of combustible materials as defined below.
- B. Combustible Material – Accumulation of garbage, rubbish, waste or material of any kind other than hazardous vegetation that is flammable and endangers the public safety by creating a fire hazard.
- C. Fire Chief – The Battalion Chief of the Cameron Park Community Services District Fire Department or his or her authorized representative.
- D. Garbage – Includes, but is not limited to, the following: waste resulting from the handling of edible foodstuffs or resulting from decay, and solid or semisolid putrescible waste, and all other mixed, nonrecyclable wastes which are generated in the day-to- day operation of any business, residential, governmental, public or private activity, and may include paper, plastic, or other synthetic material, food or beverage containers.
- E. Hazardous Vegetation – Vegetation that is flammable and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent weeds, stubble, brush, dry leaves and tumbleweeds.

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- F. Improved Parcel – A portion of land of any size, the area of which is determined by the Assessor’s maps and records and may be identified by an Assessor’s Parcel Number upon which a structure is located.
- G. Rubbish - Includes all the following, but is not restricted to, nonputrescible wastes, such as paper, cardboard, grass clippings, tree or shrub trimmings, leaves wood, wood chips, bedding, crockery, rubber tires, construction waste and similar waste materials.
- H. Structure – Any dwelling, house, building or other type of flammable construction including but not limited to a wood fence attached to or near any other structure.
- I. Unimproved Parcel – A portion of land of any size, the area of which is determined by the Assessor’s maps and records and may be identified by an Assessor’s Parcel Number upon which no structure is located.
- J. Waste - waste means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, commercial, and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid wastes and semisolid wastes.
- K. Weeds - Includes any of the following:
- (1) Weeds which bear seeds of a downy or wingy nature;
  - (2) Sagebrush, chaparral, and any other brush or weeds which attain such hard growth as to become, when dry, a fire menace to adjacent improved property;
  - (3) Weeds and grasses which are otherwise noxious;
  - (4) Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;
  - (5) Dry grass, stubble, brush, or other flammable vegetation which endangers the public safety by creating a fire hazard.

### Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE

The District has the legal authority to adopt the provisions contained in this Ordinance as specified below:

- A. **Government Code** Section 61100(t) which provides the District the authority to abate weeds and rubbish pursuant to the provisions of the California Health and Safety Code at Section 14875 et seq.

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- B. **Government Code** Section 61069 which provides the District the authority to enter private property to: (1) inspect and determine the presence of public nuisances including fire hazards that the District has the authority to abate; and (2) abate public nuisances, including public nuisances constituting fire hazards such as excessive growth of weeds, grasses, hazardous vegetation and other combustible material by giving notice to the property owner to abate such public nuisance; and (3) enter upon private property to determine if a notice to abate a public nuisance including a fire hazard has been complied with by the property owner; and, if not, exercise its power to abate such public nuisance after failure to act by the responsible property owner.
- C. The **California Health and Safety Code**, Part 5 Sections 14875-14930, which provides that an accumulation of weeds, grasses, hazardous vegetation and other combustible material constitutes a public nuisance, providing guidelines for enforcement and abatement by the District of such fire hazards, and payment of such abatement costs incurred by the District to remove such hazardous vegetation and combustible material, and provides for penalties for violations of this Ordinance by property owners.
- D. The **California Fire Code** Title 24, Part 9, Chapter 3, Section 304.1.2 and Section 1103.2.4 prohibits combustible waste material creating a fire hazard on vacant lots or open space, which California Fire Code has been adopted by this District.
- E. The **California Code of Regulations Code**, 14 C.C.R., Sections 1270.01-1276.03.
- F. The **California Public Resources Code** Section 4291 which requires a person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, to maintain defensible space no greater than 100 feet from each side of the structure, and which provides for required fuel modification so as to ensure that a wildfire burning under average weather conditions would be unlikely to ignite the structure on the property.
- G. **Government Code** Section 25845 regarding enforcement mechanisms available for to the District to ensure that the costs incurred by the District in abating the nuisance consisting of accumulation of weeds, grasses, hazardous vegetation and other combustible materials are recovered from the property owner who fails to abate such nuisance after notice from the District to do so.

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H. **Government Code** Section 61115 which provides the District the authority to levy charges against property owners within the District for all the costs incurred by the District in abating nuisances created by accumulation of weeds, grasses, hazardous vegetation and other combustible materials: to provide for a basic penalty for the nonpayment of such charges of not more than 10% plus an additional penalty of not more than 1% per month for the nonpayment of the charges and the basic penalty; to recover such charges and penalties by recording in the office of the County Recorder a lien declaring the amount of the charges and penalties due, the lien to be incurred against all real property owned by the delinquent property owner within El Dorado County; and to request the El Dorado County Tax Collector to enter the amount of the delinquent weed abatement charges and penalties as special tax assessments on the current real property tax roll against those parcels of real property owned by the property owner who is delinquent in the payment of such charges and penalties. Such special tax assessments are to be collected in the same manner and method as real property taxes are collected by the county.

Section 4: PROHIBITED CONDUCT

A person shall not dump, nor permit the dumping of weeds, grasses, hazardous vegetation, refuse, or other combustible material, nor shall a person permit the accumulation of weeds, grasses, hazardous vegetation, refuse, or other combustible material on that person's property or on any other property so as to constitute a fire hazard.

Section 5: DUTY TO REMOVE AND ABATE HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL

It shall be the duty of every owner, occupant, and person in control of any parcel of land or interest therein, which is located within the District to remove, or abate, all hazardous vegetation and combustible material, which constitutes a fire hazard which may endanger or damage neighboring property.

The owner, lessee or occupant of buildings, grounds, or lots within the District shall remove from such property and adjacent streets all waste, garbage,, rubbish weeds, hazardous vegetation or other combustible materials growing or accumulated thereon in accordance with the procedures and methods prescribed in this Ordinance and by the enforcement official.

All parcels within the District, whether Improved or Unimproved, shall comply with the following requirements:



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(1) Cultivated and useful grasses and pastures shall not be considered a public nuisance. However, if the District's enforcement official shall determine it necessary to protect adjacent improved property from fire exposure, an adequate firebreak may be required. All waste, dry grass, brush, vines or other dry vegetation shall be cleared for an area of not less than 30 feet from all structures, combustible fences, vehicles, and combustible storage. The enforcement official may require additional clearances when topographical or geographical conditions warrant said action.

(2) Any Unimproved Parcel of less than two acres (2ac.) shall be cleared of all waste, hazardous vegetation and combustible material prior to May 1 or the start of fire season, whichever occurs first. Lots on which weeds, dry grass, non-cultivated pastures, or other hazardous vegetation exists, shall be mowed, and shall be cut to a maximum height of two inches so as to not constitute a fire hazard throughout the calendar year.

(3) Any Unimproved parcel or multiple contiguous parcels under the same ownership consisting of more than two acres (2ac.) shall either be cleared of all waste, hazardous vegetation and combustible material or mowed as set forth in subsection (2) above, or shall construct and maintain a minimum thirty-foot wide firebreak around the perimeter of such property. Such actions should take place prior to May 1 or the start of fire season, whichever occurs first. Firebreaks shall be disked around the entire perimeter of the parcel. Scraping will also be allowed, provided that the scraped material is removed or spread evenly over the remaining property

(4) The District's enforcement official or his or her designee may require a firebreak of more than thirty (30) feet in width to a maximum of one hundred (100) feet in width, or less than thirty (30) feet in width, as a firebreak for the protection of public health, safety or welfare or the environment. The determination of appropriate clearance distances for firebreaks will be made based upon a visual inspection of the parcel and shall consider all factors that place the property or adjoining structure(s) at risk from an approaching fire. These factors shall include local weather conditions, fuel type(s), topography, and the environment where the property or adjoining structure(s) is located.

(5) Dry leaves or wood chips located on parcels must be disked or turned under or evenly broadcast over the parcel area. If leaves or wood chips are being retained for the purpose of mulch or compost, they must be placed in a container so as to not constitute a fire hazard.

## Section 6: ENFORCEMENT OFFICIALS

The enforcement official shall have authority to enforce this chapter and issue citations for violations. For purposes of this chapter, the "enforcement official" may be:

- A. The District General Manager or his/her designee;
- B. The Covenants, Codes and Restrictions (CC&R) enforcement official of the District;
- C. The Battalion Chief of the District's Fire Department, or his/her designee; and/or
- D. The Park Superintendent.

## Section 7: INSPECTION

The enforcement official, or personnel acting under his or her direction, may enter upon private or public property whenever necessary to enforce or administer the provisions of this chapter; provided, however, that this right of entry and inspection shall not be construed to grant the right to enter into any dwelling or structure which may be located on the land. Should the District determine that there is a reasonable expectation of privacy of the property owner with respect to the dwelling unit to be inspected, the District may request an inspection warrant pursuant to the provisions of California Civil Code Section 1822.50 et seq., which warrant shall state the location which it covers and state the purposes of the inspection. When there is no reasonable expectation of privacy, such as with respect to an abandoned dwelling or building, the District's designated enforcement official may enter onto that property without a warrant in order to inspect the property for the purposes of determining whether the provisions of this Ordinance have been violated.

## Section 8: ENFORCEMENT

Violations of this Ordinance may be enforced pursuant to the legal authorities specified in Section 3 of this Ordinance following the procedures and timelines specified in Section 9 of this Ordinance. As an alternative to such enforcement procedures, the enforcement official retains the discretion to commence a meet and confer process with property owners determined to be in violation of this Ordinance to attempt to agree to a mutually acceptable method for abating the waste, vegetation and combustible material existing on such property. Nothing shall prohibit the enforcement official from issuing a hazard abatement notice to a property owner and following the enforcement procedure specified in Section 9 with respect to property owners who do not agree to a mutually acceptable abatement method after discussions with the enforcement official.

## Section 9: ENFORCEMENT PROCEDURE

- A. Initial Notice of Duty to Remove and Abate Waste, Hazardous Vegetation and Combustible Material

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On or before February 15 of each year the enforcement official shall mail written notice to all owners of Unimproved Parcels within the District stating that all waste, hazardous vegetation and combustible material located on such parcel must be removed and or abated as specified in Section 5 of this Ordinance on or before April 1 of such year. Such written notice shall be mailed to all owners of Improved Parcels within the District with respect to which inspection of the parcel by the enforcement official reveals a violation of this Ordinance within 15 days after the discovery of such violation by the enforcement official.

**B. Hazard Abatement Notice**

If the meet and confer process described in Section 8 does not occur or does not result in abatement and removal of waste, hazardous vegetation and/or combustible material, the enforcement official may commence proceedings to enforce the provisions of this Ordinance when a violation is identified due to: (a) the failure of an owner of an Unimproved Parcel to remove and abate all waste, hazardous vegetation and combustible material on or before April 1 pursuant to the Notice specified in section 9 A, or (b) the failure of an owner of an Improved Parcel to remove and abate all waste, hazardous vegetation and combustible material within the time specified in the Notice described in Section 9 A. Enforcement proceedings are commenced by the mailing of a Hazard Abatement Notice in the manner prescribed as follows: The enforcement official shall mail the Hazard Abatement Notice to each person that has an ownership interest in the parcel to which the violation pertains. Ownership interest shall be determined based on the last equalized assessment roll available on the date of mailing of the Hazard Abatement Notice. Notification may also be accomplished by posting the Hazard Abatement Notice on the property if the owner's mailing address is not available or not current.

The contents of the Hazard Abatement Notice shall include the following:

- (1) A description of the property by reference to the assessor's parcel number as used in the records of the county assessor, and by reference to the common name of a street or road upon which the property abuts, if the property abuts upon a road or street;
- (2) A statement that there are weeds, grasses, hazardous vegetation, waste and combustible materials upon the property;
- (3) A request that such weeds, grasses, hazardous vegetation, waste and combustible materials be removed or abated by May 1, which shall not be less than 15 calendar days following the mailing or posting of the notice;

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(4) A statement that if such weeds, grasses, hazardous vegetation, waste and combustible materials are not removed or abated by the property owner by May 1, that such materials may be removed under authority of the District, and the costs of such removal and abatement may be made a legal charge against the owner or owners of the property, a lien imposed on and recorded against the property in the amount of such costs, and such costs referred to the County Tax Collector for collection together with property taxes on such property pursuant to the provisions of Health and Safety Code Sections 14875 through 14931, and Government Code Sections 25845 and 61115;

(5) A statement referencing the right of the property owner to appeal the issuance of the Hazard Abatement Notice pursuant to Section 10 hereof.; and

(6) With respect to notices which are posted, a title which reads "Notice to Remove Weeds, Grass, Hazardous Vegetation, Waste and/or Other Combustible Materials," the letters of the foregoing title to be not less than one inch in height.

Notices which are posted shall be conspicuously posted in front of the property, or if the property has no frontage upon a road or street, then upon a portion of the property nearest to a road or a street most likely to give actual notice to the owner. Notices shall be posted not more than 100 feet in distance apart upon property with more than 200 feet of frontage, and at least one notice shall be posted on each parcel with 200 or less feet of frontage.

Such Hazard Abatement Notice also will be sent by certified mail to the property owner of such parcel as her or her name appears on the last equalized assessment roll and to the address shown on such assessment roll.

## Section 10: APPEALS

Appeals Procedure. Any person, who is adversely affected by the Hazard Abatement Notice specified in Section 9, may appeal such Hazard Abatement Notice to the Board of Directors within fifteen (15) calendar days of the postmark on the Hazard Abatement Notice by filing a written appeal with the enforcement official. Timely appeal shall stay any further action for removal or abatement until the date set for hearing, unless the weeds, hazardous vegetation, waste or combustible material at issue presents an imminent fire hazard within 100 feet of any structure. The enforcement official shall set the matter for hearing before the Board of Directors. The enforcement official shall notify the Appellant by certified mail of the date and time set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, such Notice of Hearing shall be mailed to the Appellant at least twenty (20) days prior to the date set for the hearing. The Appellant shall have the right to appear in person or by agent, designated in writing, at the hearing, and present oral, written, and/or photographic evidence. The Board of Directors shall issue its order denying or granting the appeal, which shall be in writing and be issued within fifteen (15) days of the date of the hearing. The decision of the Board of Directors shall be final.

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## Section 11: REMOVAL OF HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL

If, by May 1 of any year as specified in the original Hazard Abatement Notice, or as extended in cases of appeal, or as specified by the Board of Directors, compliance with this Ordinance has not been accomplished, the enforcement official or his designee may order that waste, hazardous vegetation or other combustible material located on the property be removed by public officers and/or employees of the District, or may cause such removal to be carried out by a private contractor selected by the District.

## Section 12: COLLECTION OF COSTS FOR ABATEMENT

When proceedings under this chapter result in the removal of weeds, grasses, hazardous vegetation, waste or combustible material from property by the District or its agents or contractors due to the refusal of a property owner to comply with this Ordinance, all costs incurred by the District in performing such removal may be assessed against the property. Such costs shall include the costs of labor, materials and equipment furnished by the District in removing such waste, hazardous vegetation and/or combustible material; the costs incurred by the District for payments to an independent contractor to remove such waste, hazardous vegetation and combustible material from the property; all administrative costs incurred by the District in removing such waste, hazardous vegetation and combustible material including actual costs of investigation, property inspection, boundary determination, measurement, clerical costs, related attorneys' fees, and administrative overhead costs for supervision, insurance, costs of publication, mailing and posting of notices; preparation of contracts with independent contractors to perform the abatement work; review of bids by contractors; administration of contracts for abatement activities; and other budgeted overhead items. If waste, weeds, hazardous vegetation and/or combustible material are ultimately removed from the property by the property owner subsequent to the deadline for removal specified in any Hazard Abatement Notice issued by the District, the District shall be entitled under this Ordinance to assess against the property all such costs incurred securing such compliance with this Ordinance by the property owner up to and including the final date of compliance.

The enforcement official shall keep an account of such administrative and removal costs of abatement, and shall submit to the District Board of Directors for confirmation an itemized written report showing such unpaid costs and their proposed assessment to the respective properties subject to the Hazard Abatement Notice. The report shall be filed with the General Manager not less than 15 calendar days in advance of the confirmation hearing required below.

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Upon receipt of the report, a public hearing shall be scheduled in June to receive any protests and to confirm the cost report. A statement of the proposed costs and notice of the time, date and place of the hearing, together with reference to the report on file with the clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed as shown on the last equalized assessment roll available on the date of mailing of the notice to the address or addresses of the owner or owners shown on the roll or any other address or addresses ascertained to be more accurate. Such notice shall be mailed not less than 15 calendar days in advance of the hearing.

Notice of the time, date and place of the public hearing by the Board shall be published once in a newspaper of general circulation published within the District. With respect to each property proposed to be assessed for which the name of the owner or owners is not shown on the last equalized assessment roll, or no address for an owner is shown on the last equalized assessment roll, the notice shall show the name or names of the owner or owners as such name or names are shown on the last equalized assessment roll, the assessor's parcel number, the street address of the property if the property has an address and the address is known to the enforcement official, the name of the street or road upon which such property abuts if the property abuts upon a street or road, the amount of the proposed assessment and reference to the report on file with the enforcement official. Such publication shall be made not less than 15 calendar days in advance of the hearing.

At the time fixed for receiving and considering the report, the District Board of Directors shall conduct a public hearing and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the costs of abatement. The District Board of Directors may continue the hearing and delegate to the General Manager or his or her designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided, that the District Board of Directors provides an opportunity for individual consideration of each property upon which abatement activities have been conducted by the District upon receipt of a recommendation by the General Manager. The District Board of Directors may modify the report if it is deemed necessary. The District Board of Directors shall then confirm the report by motion or resolution.

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## Section 13: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY

- A. The costs of abatement incurred by the District once approved by resolution of the Board of Directors of the District, shall be mailed to the owner of the property by July 1 demanding payment within thirty (30) days of the date of mailing, or by August 1. If the costs as confirmed are not paid by the responsible property owner by August 1, or within 30 days of the date of mailing of the notice, whichever is later, such costs shall be assessed against the parcel of land as a nuisance abatement lien in accordance with Health and Safety Code Sections 14875 through 14931, Government Code Section 25845, ~~and Government Code Section 61115~~. The Notice of Lien shall, at a minimum, identify the record owner or possessor of the property, set forth the last known address of the record owner or possessor, set forth the date upon which the abatement of the nuisance was ordered by the Board of Directors and the date that the abatement was complete, and include a description of the real property subject to the lien and the amount of the abatement cost constituting the lien. Recordation of a Notice of Abatement Lien pursuant to this Section shall have the same effect as recordation of a money judgment recorded pursuant to Code of Civil Procedure Section 697.310 et seq., and shall create a lien which has the same priority as a judgment lien on real property which shall continue in effect until released. On the order of the Board of Directors, or any designee of the Board of Directors, an abatement lien created under this Ordinance may be released or subordinated in the same manner as a judgment lien on real property may be released or subordinated.
- B. As an alternative to, or in addition to the lien procedure detailed in subsection A above, the abatement costs incurred by the District may be levied against the parcel of land subject to abatement activities by the District as a ~~special~~-real property ~~tax~~ assessment in accordance with Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915 – 14919 and ~~Government Code Sections 25845 and 61115~~. Any ~~special tax~~-assessment imposed on real property pursuant to this Section may be collected at the same time and in the same manner as ordinary real property taxes are collected by the County of El Dorado, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary real property taxes. Notice of any ~~special~~-assessment that is levied on real property pursuant to this Section shall be given to the property owner by certified mail ~~from District~~, and shall contain the information set forth in Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915 – 14919 and ~~Sections 25845 and 61115~~ of the Government Code. The District shall transmit the notice of such ~~special~~-assessment levied on real property pursuant to this Section to the County Auditor/~~Tax Collector-Controller~~ of El Dorado County with instructions to collect the ~~special tax~~-assessment on the real property tax rolls for the ensuing fiscal year. Such notice shall be transmitted to the County Auditor/~~Tax Collector-Controller~~ prior to August 10 in any fiscal year.

## Section 14: VIOLATIONS

The owner or occupant of any parcel or premises within the District who violates this Ordinance or permits a violation of this Ordinance upon any parcel or premises owned, occupied or controlled by him or her, shall be guilty of an infraction. Violation of this Ordinance shall consist of the following: (1) failure to abate waste, hazardous vegetation and combustible material after abatement notice from the District; or (2) interference with the performance of the duties of officers or employees of the District or any contractor hired by the District for abatement activities; or (3) refusal to allow any officer or employee of the District or private contractor approved by the District to enter upon the property for the purpose of inspecting and/or removing any waste, hazardous vegetation and/or combustible material from the property; or (4) interference in any manner whatsoever with the officers, employees or contractors of the District in the work of inspection and removal as provided in this Ordinance.

## Section 15: PENALTY - INFRACTION

- A. Notwithstanding the provisions of any other section of this code, violation of any of the provisions of this chapter, or failure to comply with any of the regulatory requirements of this chapter, is an infraction.
- B. Every violation of this chapter is punishable by:
  - (1) A fine not exceeding \$100.00 for the first violation;
  - (2) A fine not exceeding \$200.00 for the second violation within three (3) years; and
  - (3) A fine not exceeding \$500.00 for each additional violation within three (3) years.

## Section 16: SEVERABILITY

If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable. The District hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses or phrases irrespective of the fact that one or more of them is declared invalid.



Section 17: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. The Cameron Park Board Secretary is directed to publish this Ordinance as adopted in a newspaper of general circulation in the District. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the District Board and a certified copy shall be posted in the office of the District, and Cameron Park Fire Department Office, pursuant to Government Code Sections 25120 through 25132.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District this 21st day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
~~Mary Cahill~~ Jill Ritzman  
Secretary of the Board

\_\_\_\_\_  
~~Greg Stanton~~ Director Holly Morrison, President  
Board of Directors

ORDINANCE NO.  
2018.03.21

AN ORDINANCE OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
AMENDING THE "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2014.09.17  
and 2016.03.16 WITHIN CAMERON PARK COMMUNITY SERVICES DISTRICT

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BE IT ORDAINED BY THE CAMERON PARK COMMUNITY SERVICES DISTRICT AS  
FOLLOWS:

The "WEED AND RUBBISH ABATEMENT" ORDINANCES NO. 2014.09.17 and  
2016.03.16 are hereby amended as follows, and shall hereafter be designated as CAMERON  
PARK COMMUNITY SERVICES DISTRICT ORDINANCE NO. 2018.03.21

Sections:

- Section 1: FINDINGS
- Section 2: DEFINITIONS
- Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE
- Section 4: PROHIBITED CONDUCT
- Section 5: DUTY TO REMOVE AND ABATE HAZARDOUS VEGETATION  
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Section 1: FINDINGS

- A. The Board of Directors of Cameron Park Community Services District (hereinafter "District") finds and declares that the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or other materials or obstructions on sidewalks, streets, and on lands or lots within the District is dangerous or injurious to neighboring property and the health or welfare of residents of the District and is a public nuisance in that it creates fire hazards, conditions that reduce the value of private property, promote blight and deterioration, invite plundering, constitute an unattractive nuisance creating a hazard to the health and safety of minors, and creates a harbor for rodents and insects and is injurious to the health, safety and general welfare.

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- B. It is the intent of the District that this Ordinance shall apply to the abatement of the accumulation of weeds, grasses, hazardous vegetation and combustible materials on all parcels within the District;
  - C. The District is located in a wildland/suburban interface in which many of the native and non-native plant species within the jurisdictional boundaries of the District are highly flammable during dry periods and have contributed to significant wildfires resulting in catastrophic fire losses to life, property and the environment.
  - D. The District has a diverse and complex landscape which includes mountains and other brush covered wildlands which are home to many rare and sensitive plant and animal species;
  - E. Of paramount importance to the District Board of Directors and the citizens of this District is the protection of lives and property from the threat of fire and the safety of fire and law enforcement personnel during wildfires; and
  - F. It is the purpose of this Ordinance to establish a hazardous vegetation and combustible material abatement program that protects the lives and property of the citizens of the District.

## Section 2: DEFINITIONS

- A. Accumulation of Weeds, Grasses, Hazardous Vegetation and Combustible Materials - Allowing the growth of weeds, grasses, hazardous vegetation and accumulation of combustible materials as defined below.
- B. Combustible Material – Accumulation of garbage, rubbish, waste or material of any kind other than hazardous vegetation that is flammable and endangers the public safety by creating a fire hazard.
- C. Fire Chief – The Battalion Chief of the Cameron Park Community Services District Fire Department or his or her authorized representative.
- D. Garbage – Includes, but is not limited to, the following: waste resulting from the handling of edible foodstuffs or resulting from decay, and solid or semisolid putrescible waste, and all other mixed, nonrecyclable wastes which are generated in the day-to- day operation of any business, residential, governmental, public or private activity, and may include paper, plastic, or other synthetic material, food or beverage containers.
- E. Hazardous Vegetation – Vegetation that is flammable and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent weeds, stubble, brush, dry leaves and tumbleweeds.

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- F. Improved Parcel – A portion of land of any size, the area of which is determined by the Assessor’s maps and records and may be identified by an Assessor’s Parcel Number upon which a structure is located.
  
  - G. Rubbish - Includes all the following, but is not restricted to, nonputrescible wastes, such as paper, cardboard, grass clippings, tree or shrub trimmings, leaves wood, wood chips, bedding, crockery, rubber tires, construction waste and similar waste materials.
  
  - H. Structure – Any dwelling, house, building or other type of flammable construction including but not limited to a wood fence attached to or near any other structure.
  
  - I. Unimproved Parcel – A portion of land of any size, the area of which is determined by the Assessor’s maps and records and may be identified by an Assessor’s Parcel Number upon which no structure is located.
  
  - J. Waste - waste means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, commercial, and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid wastes and semisolid wastes.
  
  - K. Weeds - Includes any of the following:
    - (1) Weeds which bear seeds of a downy or wingy nature;
    - (2) Sagebrush, chaparral, and any other brush or weeds which attain such hard growth as to become, when dry, a fire menace to adjacent improved property;
    - (3) Weeds and grasses which are otherwise noxious;
    - (4) Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;
    - (5) Dry grass, stubble, brush, or other flammable vegetation which endanger the public safety by creating a fire hazard.

### Section 3: LEGAL AUTHORITY FOR DISTRICT ORDINANCE

The District has the legal authority to adopt the provisions contained in this Ordinance as specified below:

- A. **Government Code** Section 61100(t) which provides the District the authority to abate weeds and rubbish pursuant to the provisions of the California Health and Safety Code at Section 14875 et seq.

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- B. **Government Code** Section 61069 which provides the District the authority to enter private property to: (1) inspect and determine the presence of public nuisances including fire hazards that the District has the authority to abate; and (2) abate public nuisances, including public nuisances constituting fire hazards such as excessive growth of weeds, grasses, hazardous vegetation and other combustible material by giving notice to the property owner to abate such public nuisance; and (3) enter upon private property to determine if a notice to abate a public nuisance including a fire hazard has been complied with by the property owner; and, if not, exercise its power to abate such public nuisance after failure to act by the responsible property owner.
- C. The **California Health and Safety Code**, Part 5 Sections 14875-14930, which provides that an accumulation of weeds, grasses, hazardous vegetation and other combustible material constitutes a public nuisance, providing guidelines for enforcement and abatement by the District of such fire hazards, and payment of such abatement costs incurred by the District to remove such hazardous vegetation and combustible material, and provides for penalties for violations of this Ordinance by property owners.
- D. The **California Fire Code** Title 24, Part 9, Chapter 3, Section 304.1.2 and Section 1103.2.4 prohibits combustible waste material creating a fire hazard on vacant lots or open space, which California Fire Code has been adopted by this District.
- E. The **California Code of Regulations Code**, 14 C.C.R., Sections 1270.01-1276.03.
- F. The **California Public Resources Code** Section 4291 which requires a person who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, to maintain defensible space no greater than 100 feet from each side of the structure, and which provides for required fuel modification so as to ensure that a wildfire burning under average weather conditions would be unlikely to ignite the structure on the property.
- G. **Government Code** Section 25845 regarding enforcement mechanisms available for to the District to ensure that the costs incurred by the District in abating the nuisance consisting of accumulation of weeds, grasses, hazardous vegetation and other combustible materials are recovered from the property owner who fails to abate such nuisance after notice from the District to do so.

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H. **Government Code** Section 61115 which provides the District the authority to levy charges against property owners within the District for all the costs incurred by the District in abating nuisances created by accumulation of weeds, grasses, hazardous vegetation and other combustible materials: to provide for a basic penalty for the nonpayment of such charges of not more than 10% plus an additional penalty of not more than 1% per month for the nonpayment of the charges and the basic penalty; to recover such charges and penalties by recording in the office of the County Recorder a lien declaring the amount of the charges and penalties due, the lien to be incurred against all real property owned by the delinquent property owner within El Dorado County; and to request the El Dorado County Tax Collector to enter the amount of the delinquent weed abatement charges and penalties as special tax assessments on the current real property tax roll against those parcels of real property owned by the property owner who is delinquent in the payment of such charges and penalties. Such special tax assessments are to be collected in the same manner and method as real property taxes are collected by the county.

Section 4: PROHIBITED CONDUCT

A person shall not dump, nor permit the dumping of weeds, grasses, hazardous vegetation, refuse, or other combustible material, nor shall a person permit the accumulation of weeds, grasses, hazardous vegetation, refuse, or other combustible material on that person's property or on any other property so as to constitute a fire hazard.

Section 5: DUTY TO REMOVE AND ABATE HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL

It shall be the duty of every owner, occupant, and person in control of any parcel of land or interest therein, which is located within the District to remove, or abate, all hazardous vegetation and combustible material, which constitutes a fire hazard which may endanger or damage neighboring property.

The owner, lessee or occupant of buildings, grounds, or lots within the District shall remove from such property and adjacent streets all waste, garbage,, rubbish weeds, hazardous vegetation or other combustible materials growing or accumulated thereon in accordance with the procedures and methods prescribed in this Ordinance and by the enforcement official.

All parcels within the District, whether Improved or Unimproved, shall comply with the following requirements:

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(1) Cultivated and useful grasses and pastures shall not be considered a public nuisance. However, if the District's enforcement official shall determine it necessary to protect adjacent improved property from fire exposure, an adequate firebreak may be required. All waste, dry grass, brush, vines or other dry vegetation shall be cleared for an area of not less than 30 feet from all structures, combustible fences, vehicles, and combustible storage. The enforcement official may require additional clearances when topographical or geographical conditions warrant said action.

(2) Any Unimproved Parcel of less than two acres (2ac.) shall be cleared of all waste, hazardous vegetation and combustible material prior to May 1 or the start of fire season, whichever occurs first. Lots on which weeds, dry grass, non-cultivated pastures, or other hazardous vegetation exists, shall be mowed, and shall be cut to a maximum height of two inches so as to not constitute a fire hazard throughout the calendar year.

(3) Any Unimproved parcel or multiple contiguous parcels under the same ownership consisting of more than two acres (2ac.) shall either be cleared of all waste, hazardous vegetation and combustible material or mowed as set forth in subsection (2) above, or shall construct and maintain a minimum thirty-foot wide firebreak around the perimeter of such property. Such actions should take place prior to May 1 or the start of fire season, whichever occurs first. Firebreaks shall be disked around the entire perimeter of the parcel. Scraping will also be allowed, provided that the scraped material is removed or spread evenly over the remaining property

(4) The District's enforcement official or his or her designee may require a firebreak of more than thirty (30) feet in width to a maximum of one hundred (100) feet in width, or less than thirty (30) feet in width, as a firebreak for the protection of public health, safety or welfare or the environment. The determination of appropriate clearance distances for firebreaks will be made based upon a visual inspection of the parcel and shall consider all factors that place the property or adjoining structure(s) at risk from an approaching fire. These factors shall include local weather conditions, fuel type(s), topography, and the environment where the property or adjoining structure(s) is located.

(5) Dry leaves or wood chips located on parcels must be disked or turned under or evenly broadcast over the parcel area. If leaves or wood chips are being retained for the purpose of mulch or compost, they must be placed in a container so as to not constitute a fire hazard.

## Section 6: ENFORCEMENT OFFICIALS

The enforcement official shall have authority to enforce this chapter and issue citations for violations. For purposes of this chapter, the “enforcement official” may be:

- A. The District General Manager or his/her designee;
- B. The Covenants, Codes and Restrictions (CC&R) enforcement official of the District;
- C. The Battalion Chief of the District's Fire Department, or his/her designee; and/or
- D. The Park Superintendent.

## Section 7: INSPECTION

The enforcement official, or personnel acting under his or her direction, may enter upon private or public property whenever necessary to enforce or administer the provisions of this chapter; provided, however, that this right of entry and inspection shall not be construed to grant the right to enter into any dwelling or structure which may be located on the land. Should the District determine that there is a reasonable expectation of privacy of the property owner with respect to the dwelling unit to be inspected, the District may request an inspection warrant pursuant to the provisions of California Civil Code Section 1822.50 et seq., which warrant shall state the location which it covers and state the purposes of the inspection. When there is no reasonable expectation of privacy, such as with respect to an abandoned dwelling or building, the District's designated enforcement official may enter onto that property without a warrant in order to inspect the property for the purposes of determining whether the provisions of this Ordinance have been violated.

## Section 8: ENFORCEMENT

Violations of this Ordinance may be enforced pursuant to the legal authorities specified in Section 3 of this Ordinance following the procedures and timelines specified in Section 9 of this Ordinance. As an alternative to such enforcement procedures, the enforcement official retains the discretion to commence a meet and confer process with property owners determined to be in violation of this Ordinance to attempt to agree to a mutually acceptable method for abating the waste, vegetation and combustible material existing on such property. Nothing shall prohibit the enforcement official from issuing a hazard abatement notice to a property owner and following the enforcement procedure specified in Section 9 with respect to property owners who do not agree to a mutually acceptable abatement method after discussions with the enforcement official.

## Section 9: ENFORCEMENT PROCEDURE

- A. Initial Notice of Duty to Remove and Abate Waste, Hazardous Vegetation and Combustible Material



On or before February 15 of each year the enforcement official shall mail written notice to all owners of Unimproved Parcels within the District stating that all waste, hazardous vegetation and combustible material located on such parcel must be removed and or abated as specified in Section 5 of this Ordinance on or before April 1 of such year. Such written notice shall be mailed to all owners of Improved Parcels within the District with respect to which inspection of the parcel by the enforcement official reveals a violation of this Ordinance within 15 days after the discovery of such violation by the enforcement official.

**B. Hazard Abatement Notice**

If the meet and confer process described in Section 8 does not occur or does not result in abatement and removal of waste, hazardous vegetation and/or combustible material, the enforcement official may commence proceedings to enforce the provisions of this Ordinance when a violation is identified due to: (a) the failure of an owner of an Unimproved Parcel to remove and abate all waste, hazardous vegetation and combustible material on or before April 1 pursuant to the Notice specified in section 9 A, or (b) the failure of an owner of an Improved Parcel to remove and abate all waste, hazardous vegetation and combustible material within the time specified in the Notice described in Section 9 A. Enforcement proceedings are commenced by the mailing of a Hazard Abatement Notice in the manner prescribed as follows: The enforcement official shall mail the Hazard Abatement Notice to each person that has an ownership interest in the parcel to which the violation pertains. Ownership interest shall be determined based on the last equalized assessment roll available on the date of mailing of the Hazard Abatement Notice. Notification may also be accomplished by posting the Hazard Abatement Notice on the property if the owner's mailing address is not available or not current.

The contents of the Hazard Abatement Notice shall include the following:

- (1) A description of the property by reference to the assessor's parcel number as used in the records of the county assessor, and by reference to the common name of a street or road upon which the property abuts, if the property abuts upon a road or street;
- (2) A statement that there are weeds, grasses, hazardous vegetation, waste and combustible materials upon the property;
- (3) A request that such weeds, grasses, hazardous vegetation, waste and combustible materials be removed or abated by May 1, which shall not be less than 15 calendar days following the mailing or posting of the notice;

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(4) A statement that if such weeds, grasses, hazardous vegetation, waste and combustible materials are not removed or abated by the property owner by May 1, that such materials may be removed under authority of the District, and the costs of such removal and abatement may be made a legal charge against the owner or owners of the property, a lien imposed on and recorded against the property in the amount of such costs, and such costs referred to the County Tax Collector for collection together with property taxes on such property pursuant to the provisions of Health and Safety Code Sections 14875 through 14931, and Government Code Sections 25845 and 61115;

(5) A statement referencing the right of the property owner to appeal the issuance of the Hazard Abatement Notice pursuant to Section 10 hereof.; and

(6) With respect to notices which are posted, a title which reads "Notice to Remove Weeds, Grass, Hazardous Vegetation, Waste and/or Other Combustible Materials," the letters of the foregoing title to be not less than one inch in height.

Notices which are posted shall be conspicuously posted in front of the property, or if the property has no frontage upon a road or street, then upon a portion of the property nearest to a road or a street most likely to give actual notice to the owner. Notices shall be posted not more than 100 feet in distance apart upon property with more than 200 feet of frontage, and at least one notice shall be posted on each parcel with 200 or less feet of frontage.

Such Hazard Abatement Notice also will be sent by certified mail to the property owner of such parcel as her or her name appears on the last equalized assessment roll and to the address shown on such assessment roll.

## Section 10: APPEALS

Appeals Procedure. Any person, who is adversely affected by the Hazard Abatement Notice specified in Section 9, may appeal such Hazard Abatement Notice to the Board of Directors within fifteen (15) calendar days of the postmark on the Hazard Abatement Notice by filing a written appeal with the enforcement official. Timely appeal shall stay any further action for removal or abatement until the date set for hearing, unless the weeds, hazardous vegetation, waste or combustible material at issue presents an imminent fire hazard within 100 feet of any structure. The enforcement official shall set the matter for hearing before the Board of Directors. The enforcement official shall notify the Appellant by certified mail of the date and time set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, such Notice of Hearing shall be mailed to the Appellant at least twenty (20) days prior to the date set for the hearing. The Appellant shall have the right to appear in person or by agent, designated in writing, at the hearing, and present oral, written, and/or photographic evidence. The Board of Directors shall issue its order denying or granting the appeal, which shall be in writing and be issued within fifteen (15) days of the date of the hearing. The decision of the Board of Directors shall be final.

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## Section 11: REMOVAL OF HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL

If, by May 1 of any year as specified in the original Hazard Abatement Notice, or as extended in cases of appeal, or as specified by the Board of Directors, compliance with this Ordinance has not been accomplished, the enforcement official or his designee may order that waste, hazardous vegetation or other combustible material located on the property be removed by public officers and/or employees of the District, or may cause such removal to be carried out by a private contractor selected by the District.

## Section 12: COLLECTION OF COSTS FOR ABATEMENT

When proceedings under this chapter result in the removal of weeds, grasses, hazardous vegetation, waste or combustible material from property by the District or its agents or contractors due to the refusal of a property owner to comply with this Ordinance, all costs incurred by the District in performing such removal may be assessed against the property. Such costs shall include the costs of labor, materials and equipment furnished by the District in removing such waste, hazardous vegetation and/or combustible material; the costs incurred by the District for payments to an independent contractor to remove such waste, hazardous vegetation and combustible material from the property; all administrative costs incurred by the District in removing such waste, hazardous vegetation and combustible material including actual costs of investigation, property inspection, boundary determination, measurement, clerical costs, related attorneys' fees, and administrative overhead costs for supervision, insurance, costs of publication, mailing and posting of notices; preparation of contracts with independent contractors to perform the abatement work; review of bids by contractors; administration of contracts for abatement activities; and other budgeted overhead items. If waste, weeds, hazardous vegetation and/or combustible material are ultimately removed from the property by the property owner subsequent to the deadline for removal specified in any Hazard Abatement Notice issued by the District, the District shall be entitled under this Ordinance to assess against the property all such costs incurred securing such compliance with this Ordinance by the property owner up to and including the final date of compliance.

The enforcement official shall keep an account of such administrative and removal costs of abatement, and shall submit to the District Board of Directors for confirmation an itemized written report showing such unpaid costs and their proposed assessment to the respective properties subject to the Hazard Abatement Notice. The report shall be filed with the General Manager not less than 15 calendar days in advance of the confirmation hearing required below.

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Upon receipt of the report, a public hearing shall be scheduled in June to receive any protests and to confirm the cost report. A statement of the proposed costs and notice of the time, date and place of the hearing, together with reference to the report on file with the clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed as shown on the last equalized assessment roll available on the date of mailing of the notice to the address or addresses of the owner or owners shown on the roll or any other address or addresses ascertained to be more accurate. Such notice shall be mailed not less than 15 calendar days in advance of the hearing.

Notice of the time, date and place of the public hearing by the Board shall be published once in a newspaper of general circulation published within the District. With respect to each property proposed to be assessed for which the name of the owner or owners is not shown on the last equalized assessment roll, or no address for an owner is shown on the last equalized assessment roll, the notice shall show the name or names of the owner or owners as such name or names are shown on the last equalized assessment roll, the assessor's parcel number, the street address of the property if the property has an address and the address is known to the enforcement official, the name of the street or road upon which such property abuts if the property abuts upon a street or road, the amount of the proposed assessment and reference to the report on file with the enforcement official. Such publication shall be made not less than 15 calendar days in advance of the hearing.

At the time fixed for receiving and considering the report, the District Board of Directors shall conduct a public hearing and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the costs of abatement. The District Board of Directors may continue the hearing and delegate to the General Manager or his or her designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided, that the District Board of Directors provides an opportunity for individual consideration of each property upon which abatement activities have been conducted by the District upon receipt of a recommendation by the General Manager. The District Board of Directors may modify the report if it is deemed necessary. The District Board of Directors shall then confirm the report by motion or resolution.

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## Section 13: LEVYING OF ABATEMENT COSTS AGAINST PROPERTY

- A. The costs of abatement incurred by the District once approved by resolution of the Board of Directors of the District, shall be mailed to the owner of the property by July 1 demanding payment within thirty (30) days of the date of mailing, or by August 1. If the costs as confirmed are not paid by the responsible property owner by August 1, or within 30 days of the date of mailing of the notice, whichever is later, such costs shall be assessed against the parcel of land as a nuisance abatement lien in accordance with Health and Safety Code Sections 14875 through 14931, Government Code Section 25845. The Notice of Lien shall, at a minimum, identify the record owner or possessor of the property, set forth the last known address of the record owner or possessor, set forth the date upon which the abatement of the nuisance was ordered by the Board of Directors and the date that the abatement was complete, and include a description of the real property subject to the lien and the amount of the abatement cost constituting the lien. Recordation of a Notice of Abatement Lien pursuant to this Section shall have the same effect as recordation of a money judgment recorded pursuant to Code of Civil Procedure Section 697.310 et seq., and shall create a lien which has the same priority as a judgment lien on real property which shall continue in effect until released. On the order of the Board of Directors, or any designee of the Board of Directors, an abatement lien created under this Ordinance may be released or subordinated in the same manner as a judgment lien on real property may be released or subordinated.
- B. As an alternative to, or in addition to the lien procedure detailed in subsection A above, the abatement costs incurred by the District may be levied against the parcel of land subject to abatement activities by the District as a real property assessment in accordance with Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915 – 14919 and Government Code Section 25845. Any assessment imposed on real property pursuant to this Section may be collected at the same time and in the same manner as ordinary real property taxes are collected by the County of El Dorado, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary real property taxes. Notice of any assessment that is levied on real property pursuant to this Section shall be given to the property owner by certified mail from District, and shall contain the information set forth in Health and Safety Code Division 12, Part 5, Chapter 4, Article 3 commencing with 14912 and 14915 – 14919 and Section 25845 of the Government Code. The District shall transmit the notice of such assessment levied on real property pursuant to this Section to the County Auditor-Controller of El Dorado County with instructions to collect the assessment on the real property tax rolls for the ensuing fiscal year. Such notice shall be transmitted to the County Auditor-Controller prior to August 10 in any fiscal year.

## Section 14: VIOLATIONS

The owner or occupant of any parcel or premises within the District who violates this Ordinance or permits a violation of this Ordinance upon any parcel or premises owned, occupied or controlled by him or her, shall be guilty of an infraction. Violation of this Ordinance shall consist of the following: (1) failure to abate waste, hazardous vegetation and combustible material after abatement notice from the District; or (2) interference with the performance of the duties of officers or employees of the District or any contractor hired by the District for abatement activities; or (3) refusal to allow any officer or employee of the District or private contractor approved by the District to enter upon the property for the purpose of inspecting and/or removing any waste, hazardous vegetation and/or combustible material from the property; or (4) interference in any manner whatsoever with the officers, employees or contractors of the District in the work of inspection and removal as provided in this Ordinance.

## Section 15: PENALTY - INFRACTION

- A. Notwithstanding the provisions of any other section of this code, violation of any of the provisions of this chapter, or failure to comply with any of the regulatory requirements of this chapter, is an infraction.
- B. Every violation of this chapter is punishable by:
  - (1) A fine not exceeding \$100.00 for the first violation;
  - (2) A fine not exceeding \$200.00 for the second violation within three (3) years; and
  - (3) A fine not exceeding \$500.00 for each additional violation within three (3) years.

## Section 16: SEVERABILITY

If any Ordinance, article, subsection or subdivision thereof, provision, sentence, clause or phrase of this code, or any application thereof, is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining provisions of this code, which can be given effect without the invalid portions and, therefore, such invalid portions are declared to be severable. The District hereby declares that it would have enacted this Ordinance and each of its articles, sections, subsections, or subdivisions thereof, provisions, sentences, clauses or phrases irrespective of the fact that one or more of them is declared invalid.

Section 17: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. The Cameron Park Board Secretary is directed to publish this Ordinance as adopted in a newspaper of general circulation in the District. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the District Board and a certified copy shall be posted in the office of the District, and Cameron Park Fire Department Office, pursuant to Government Code Sections 25120 through 25132.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District this 21st day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Jill Ritzman  
Secretary of the Board

\_\_\_\_\_  
Holly Morrison, President Board of Directors

# Attachment C

**Resolution No. 2018-04**  
**THE BOARD OF DIRECTORS**  
**OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT**  
**EXERCISES ITS STATUORY AUTHORITY TO ABATE WEEDS ON PROPERTIES**  
**WHERE WEEDS CONSTITUTE A PUBLIC NUISANCE**  
**February 21, 2018**

*WHEREAS*, the Cameron Park Community Services District (DISTRICT) has the authority pursuant to Section 14875 et seq., of the Health and Safety Code, to declare weeds a public nuisance and abate said weeds; and

*WHEREAS*, the DISTRICT approved Ordinance No. 2016.03.16, Weed and Rubbish Abatement Ordinance; and

*WHEREAS*, the DISTRICT is updating Ordinance No. 2016.03.16 to allow for assessment on real property for District costs related to abatement of weeds and rubbish on private property; and

*WHEREAS*, “weeds” are defined as all weeds growing upon street, sidewalks, or private property in any county, including any fire protection district and including any of the following: (a) weeds which bear seeds of a downy or wingy nature; (b) sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improvement property; (c) weeds which are otherwise noxious or dangerous; (d) poison oak or poison ivy when the conditions of growth are such as to constitute a menace to the public health; (e) dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard; and

*NOW THEREFORE*, the Board of Directors of the Cameron Park Community Services District resolves as follows:

1. Weeds growing upon streets, sidewalks and private property on or near the properties described in Exhibit A is a nuisance to the public.
2. DISTRICT Fire Chief, or agent of the Fire District appointed by the Fire Chief, has the authority to enforce the abatement procedures established herein.
3. The DISTRICT shall abate said weeds in accordance with the notice requirements of Chapter 3 (commencing with Section 14890) of Part 5 of Division 12 of the California Health and Safety Code by posting and publishing the notice of hearing on the properties affected thereby or by mailing same to the property owner as established by assessment rolls.



4. The amount of the cost for abating the weeds and the amount of the cost incurred by the DISTRICT Fire Department in enforcing abatement including investigation, boundary determination, measurement, clerical and other related costs shall constitute special assessments against the property from which removal occurs and are a lien on the property for the amount of the respective assessments. The assessment may be collected at the same time and in the same manner as ordinary municipal ad valorem taxes are collected. After the report on the determination of the assessment is confirmed by the Board pursuant to Sections 14910 and 14911 of the California Health and Safety Code and the report is thereafter turned over to the County Auditor, the assessment shall then be collected at the same time and in the same manner as county taxes are collected and are subject to the same penalties and the same procedure for sale in case of delinquency as provided for ordinary county taxes.
  
5. A District Administrative Fee of 20% over and above the cost of weed abatement will be charged to property owners to cover the District costs for abating weeds on their property.

***PASSED AND ADOPTED*** by the Board of Directors of the Cameron Park Community Services District at a meeting on the 21<sup>st</sup> day of February 2018, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ATTEST:

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Director Holly Morrison, President  
Board of Directors

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Jill Ritzman, General Manager  
Secretary to the Board

**2018 CAMERON PARK VACANT LOTS**

| PRCL_ID  | ACREAGE | SITUS# | SITUSSTRNM | SITUSSTRTY | OWNER_NAME                     | OWNER_ADDR                     | OWNER_CITY      | ST | ZIP   |
|----------|---------|--------|------------|------------|--------------------------------|--------------------------------|-----------------|----|-------|
| 08310123 | 0.3     | 2940   | ALHAMBRA   | DR         | QUESADA RAMON S JR             | 804 CORRIENTE POINTE DR        | REDWOOD CITY    | CA | 94065 |
| 08310124 | 0.2     | 2948   | ALHAMBRA   | DR         | QUESADA RAMON S JR             | 804 CORRIENTE POINTE DR        | REDWOOD CITY    | CA | 94065 |
| 08311127 | 0.0     | 2993   | ALHAMBRA   | DR         | HAMMOND EDWARD O               | 2995 ALHAMBRA DR               | CAMERON PARK    | CA | 95682 |
| 08311131 | 0.3     | 3015   | ALHAMBRA   | DR         | TAYLOR JAMES W                 | 3400 CAMERON PARK DR           | CAMERON PARK    | CA | 95682 |
| 08311107 | 0.0     | 3029   | ALHAMBRA   | DR         | CUENCO JESUS C                 | %HERNANDEZ 10888 ADERMAN #180  | SAN DIEGO       | CA | 92126 |
| 08311115 | 0.0     | 3075   | ALHAMBRA   | DR         | PIZER RONALD J                 | 5151 HIGHCREST DR              | CAMERON PARK    | CA | 95682 |
| 08312102 | 0.0     | 3089   | ALHAMBRA   | DR         | MAHONEY AND VODOKLYS           | 3087 ALHAMBRA DR               | CAMERON PARK    | CA | 95682 |
| 08312115 | 0.3     | 3093   | ALHAMBRA   | DR         | MONSKY BROTHERS FAMILY A CA LP | PO BOX 67                      | SAN MARCOS      | CA | 92079 |
| 08312104 | 0.0     | 3103   | ALHAMBRA   | DR         | KOCH MONICA R TR               | NAMOIHOUSE 3393 MCKELVEY RD105 | BRIDGETON       | MO | 63044 |
| 08312105 | 0.0     | 3105   | ALHAMBRA   | DR         | GC STORAGE CA LLC              | 3201 AQUAMARINE CT             | RESCUE          | CA | 95672 |
| 08358316 | 5.2     | 5061   | ASHLAND    | DR         | LMD CAMERON LLC                | 5170 HILLSDALE CIR STE #B      | EL DORADO HILLS | CA | 95762 |
| 08315109 | 0.0     | 3249   | BARON      | CT         | BURDI GEORGE F                 | 22762 ASPAN ST #200            | LAKE FOREST     | CA | 92630 |
| 11503006 | 7.5     | 2701   | BASS LAKE  | RD         | TERRA INVESTMENTS DE LLC       | 261 N HIGHWAY 101 STE 1019     | SOLANA BEACH    | CA | 92075 |
| 11905204 | 0.0     | 2630   | BERTELLA   | RD         | BROOKS GARY A                  | 2367 E GREEN SPRINGS CT        | RESCUE          | CA | 95672 |
| 08314113 | 0.0     | 2952   | BOEING     | RD         | BOGNER LAWRENCE J TR           | 1204 NIELSEN AVE               | NAPA            | CA | 94559 |
| 08315306 | 0.0     | 3062   | BOEING     | RD         | EDIXON JAMES                   | 3070 BOEING RD                 | CAMERON PARK    | CA | 95682 |
| 08315207 | 0.0     | 3063   | BOEING     | RD         | JANIK MARION TR                | 3161 BOEING RD                 | CAMERON PARK    | CA | 95682 |
| 08317203 | 0.0     | 3161   | BONANZA    | DR         | PEARSON THOMAS                 | 2809 JEFFERSON AVE             | REDWOOD CITY    | CA | 94062 |
| 08317204 | 0.0     | 3169   | BONANZA    | DR         | BRAY JAMES                     | 3216 BOEING RD                 | CAMERON PARK    | CA | 95682 |
| 08317205 | 0.0     | 3179   | BONANZA    | DR         | NICKSON DENNIS A               | 2931 BOEING RD                 | CAMERON PARK    | CA | 95682 |
| 08324304 | 0.0     | 3351   | BRANIFF    | CT         | NIXON ROBERT E TR              | 3366 WOOD LN                   | CAMERON PARK    | CA | 95682 |
| 11657001 | 9.3     | 2640   | CAMBRIDGE  | RD         | CAMERON OAKS PARTNERS          | %FPI MANAGEMENT 25 CADILLAC DR | SACRAMENTO      | CA | 95825 |
| 08253114 | 0.0     | 3050   | CAMBRIDGE  | RD         | RAFFERTY PATRICK W TR          | 2315 W CELESTE AVE             | FRESNO          | CA | 93711 |
| 08253202 | 0.0     | 3053   | CAMBRIDGE  | RD         | COOK BARBARA L TR              | 3129 CAMBRIDGE RD              | CAMERON PARK    | CA | 95682 |
| 08253115 | 0.0     | 3060   | CAMBRIDGE  | RD         | CAMBRIDGE ROAD TOWNHOMES LLC   | 2981 WINDSOR CT                | RESCUE          | CA | 95672 |
| 08253116 | 0.0     | 3070   | CAMBRIDGE  | RD         | CAMBRIDGE ROAD TOWNHOMES LLC   | 2981 WINDSOR CT                | RESCUE          | CA | 95672 |
| 08253118 | 0.0     | 3090   | CAMBRIDGE  | RD         | OLYMPIC MORTGAGE FUND LLC      | 1740 E MAIN ST SUITE 102       | GRASS VALLEY    | CA | 95945 |
| 08254307 | 0.0     | 3120   | CAMBRIDGE  | RD         | DUBINETSKY AVEL P              | 4915 WILLARD AVE               | SACRAMENTO      | CA | 95838 |
| 08256206 | 0.0     | 3226   | CAMBRIDGE  | RD         | AXTELL KEITH E TR              | 410 MANZANITA AVE              | CORTE MADERA    | CA | 94925 |
| 08214206 | 0.0     | 3558   | CAMBRIDGE  | RD         | WARE JOHN W                    | % RAND WITTE P O BOX 2917      | HELENDALE       | CA | 92342 |
| 08238301 | 1.1     | 3940   | CAMBRIDGE  | RD         | KHINDA PETROLEUM INC           | 714 WALNUT ST                  | RED BLUFF       | CA | 96080 |
| 08311216 | 0.5     | 980    | CAMERADO   | DR         | KELADA HAYNE Y TR              | 5733 VIA MONTECITO             | GRANITE BAY     | CA | 95746 |
| 08311215 | 0.5     | 992    | CAMERADO   | DR         | KELADA HAYNE Y TR              | 5733 VIA MONTECITO             | GRANITE BAY     | CA | 95746 |
| 08312210 | 0.8     | 993    | CAMERADO   | DR         | TA ANTHONY HUY QUANG CO TR     | 3571 RIOJO WAY                 | RANCHO CORDOVA  | CA | 95670 |
| 08311212 | 0.6     | 1020   | CAMERADO   | DR         | AFJEHYI ANOUSHEH               | 86 WATERSIDE CIR               | REDWOOD CITY    | CA | 94065 |
| 08312209 | 0.4     | 1039   | CAMERADO   | DR         | TA ANTHONY HUY QUANG CO TR     | 3571 RIOJO WAY                 | RANCHO CORDOVA  | CA | 95670 |
| 08312213 | 0.6     | 1080   | CAMERADO   | DR         | BURNLEY ROBERT                 | 3301 GOLD COUNTRY DR           | EL DORADO       | CA | 95623 |
| 08312212 | 0.4     | 1081   | CAMERADO   | DR         | HUS DOUGLAS A                  | 3720 MARIPOSA SPRINGS DR       | EL DORADO HILLS | CA | 95762 |

|          |     |      |                 |     |                                |                               |                    |    |       |
|----------|-----|------|-----------------|-----|--------------------------------|-------------------------------|--------------------|----|-------|
| 08309101 | 0.0 | 2870 | CAMERON PARK    | DR  | LANGDON CHARLES V TR           | P O BOX 70                    | SHINGLE SPRINGS    | CA | 95682 |
| 08318205 | 0.9 | 3180 | CAMERON PARK    | DR  | AM 2 PM PROPERTIES A LLC       | % MING 4071 VOYAGER WAY       | SHINGLE SPRINGS    | CA | 95682 |
| 08318206 | 1.7 | 3200 | CAMERON PARK    | DR  | AFFORDABLE RV ADVENTURES INC   | 411 WALNUT ST UNIT 6345       | GREEN COVE SPRINGS | FL | 32043 |
| 08323203 | 0.0 | 3190 | CESSNA          | DR  | KAIGER WALTER                  | 3190 CESSNA DR                | CAMERON PARK       | CA | 95682 |
| 08323126 | 0.0 | 3225 | CESSNA          | DR  | KOLOTYUK YURIY                 | 11150 TRINITY RIVER DR #111   | RANCHO CORDOVA     | CA | 95670 |
| 08324106 | 0.0 | 3306 | CESSNA          | DR  | MABANAG SAMUEL                 | 354 WOODHAVEN DR              | VACAVILLE          | CA | 95687 |
| 08232305 | 0.0 | 3572 | CHELSEA         | RD  | BROOKS GARY A                  | 2367 E GREEN SPRINGS CT       | RESCUE             | CA | 95672 |
| 08234304 | 0.0 | 3620 | CHELSEA         | RD  | MIARS EARL LOUIS TR            | 1920 W GREEN SPRINGS RD       | EL DORADO HILLS    | CA | 95762 |
| 08234115 | 0.0 | 3629 | CHELSEA         | RD  | SITTON WILLIAM W TR            | 6399 ELENA ST                 | CHINO              | CA | 91710 |
| 08234307 | 0.0 | 3642 | CHELSEA         | RD  | MILLER FRANK JOHN              | P O BOX 20302                 | CASTRO VALLEY      | CA | 94546 |
| 08360049 | 0.1 | 2581 | CHESAPEAKE BAY  | CIR | CAMERON GLEN ESTATES HOMEOWNRS | % 6060 SUNRISE VISTA DR #2440 | CITRUS HEIGHTS     | CA | 95610 |
| 11631104 | 0.0 | 3348 | CIMMARRON       | RD  | EMSEE PROPERTIES INC CA CP PSP | PO BOX 638                    | GILROY             | CA | 95021 |
| 11631105 | 0.0 | 3360 | CIMMARRON       | RD  | PENSCO TRUST CUSTODIAN FBO     | 1755 HECKER PASS HWY          | GILROY             | CA | 95020 |
| 11631206 | 0.0 | 3363 | CIMMARRON       | RD  | HOJJAT HAMID TR                | 122 HOPFIELD DR               | FOLSOM             | CA | 95630 |
| 11631202 | 0.0 | 3404 | CIMMARRON       | CT  | JSH INVESTMENT LLC             | PO BOX 4946                   | EL DORADO HILLS    | CA | 95762 |
| 11631203 | 0.0 | 3405 | CIMMARRON       | CT  | PENSCO TRUST COMPANY (CUST)FBO | PO BOX 173859                 | DENVER             | CO | 80217 |
| 08346202 | 1.1 | 3022 | CINSANT         | DR  | DEFRIEZ NICOLE                 | 885 WEST 3875 SOUTH           | RIVERDALE          | UT | 84405 |
| 10921216 | 0.8 | 3450 | COACH           | LN  | 3450 COACH LANE A CA LLC       | 4076 SAYOMA LN                | PLACERVILLE        | CA | 95667 |
| 08308324 | 0.0 | 2866 | CORNADA         | CT  | MARTINEZ I RICARDO JR & D      | 1416 WEBSTER ST               | NEW ORLEANS        | LA | 70118 |
| 08239103 | 0.0 | 2572 | COUNTRY CLUB    | DR  | BOULDER GLEN INVESTORS CA LP   | 1428 BAYBRIDGE LN             | EL DORADO HILLS    | CA | 95762 |
| 08239102 | 0.6 | 2580 | COUNTRY CLUB    | DR  | SPINARDI PROPERTIES A CA LP    | %THOMAS SPINARDI PO BOX 1504  | EL GRANADA         | CA | 94018 |
| 08240105 | 0.0 | 2624 | COUNTRY CLUB    | DR  | UMMADISSETTY VIDYASAGAR        | 4814 HIBERNIA DR              | DUBLIN             | CA | 94568 |
| 08237209 | 0.0 | 2657 | COUNTRY CLUB    | DR  | QUONG ANGELA LEW               | 2733 BRYANT ST                | SAN FRANCISCO      | CA | 94110 |
| 08225103 | 0.0 | 2901 | COUNTRY CLUB    | DR  | BROOKS GARY A                  | 2367 E GREEN SPRINGS CT       | RESCUE             | CA | 95672 |
| 08202402 | 0.0 | 3262 | COUNTRY CLUB    | DR  | AMIRI NAEEM                    | 9348 WILD LILAC CIR           | SACRAMENTO         | CA | 95829 |
| 08202401 | 0.0 | 3270 | COUNTRY CLUB    | DR  | G DHADDA INVTMNT GROUP CA LLC  | 9984 SHIRAZ PL                | ELK GROVE          | CA | 95624 |
| 08201410 | 0.0 | 3342 | COUNTRY CLUB    | DR  | KEOSIAN BOBBIE E               | 1323 WHITE OAK WAY            | SAN CARLOS         | CA | 94070 |
| 11907204 | 0.0 | 3328 | COVELLO         | CIR | NGUYEN ROBERT L                | 2275 SAND RIDGE RD            | PLACERVILLE        | CA | 95667 |
| 11907205 | 0.0 | 3340 | COVELLO         | CIR | SOMMERS GEORGE H TR            | PO BOX 73142                  | DAVIS              | CA | 95617 |
| 11907209 | 0.0 | 3380 | COVELLO         | CIR | LAU WILLIAM W                  | 7677 DEL OAK WAY              | SACRAMENTO         | CA | 95831 |
| 11907210 | 0.0 | 3392 | COVELLO         | CIR | CAPITAL VALLEY HOMES LLC       | P O BOX 5590                  | EL DORADO HILLS    | CA | 95762 |
| 11906302 | 0.0 | 3412 | COVELLO         | CIR | WHITE BERTRAM C TR             | 4115 RISING OAKS CT           | FAIR OAKS          | CA | 95628 |
| 11906206 | 0.0 | 3415 | COVELLO         | CIR | SMITH ALBERTA T TR             | 5443 PLANTAIN CIR             | ORANGEVALE         | CA | 95662 |
| 10921412 | 1.0 | 3341 | DUROCK          | RD  | GOOD DOG A CA LLC              | 3443 VALLEY VIEW RD           | RESCUE             | CA | 95672 |
| 10921407 | 0.5 | 3347 | DUROCK          | RD  | RENDA JOHN M                   | 108 JACOBS CT                 | FOLSOM             | CA | 95630 |
| 10921408 | 0.5 | 3357 | DUROCK          | RD  | RENDA DOMINIC R                | 9744 CLOS DU LAC CIR          | LOOMIS             | CA | 95650 |
| 10921409 | 0.6 | 3371 | DUROCK          | RD  | ASHLOCK ROBERT                 | 4380 FOWLER LN                | DIAMOND SPRINGS    | CA | 95619 |
| 08208506 | 0.0 | 3580 | EAGLE VIEW      | DR  | BOULDER GLEN INVESTORS CA LP   | 1428 BAYRIDGE LN              | EL DORADO HILLS    | CA | 95762 |
| 08208512 | 0.5 | 3340 | EL DORADO ROYAL | DR  | JOSKA JAMES SCOTT              | 6129 HOMESWEET WAY            | CARMICHAEL         | CA | 95608 |
| 08254305 | 0.0 | 3077 | ESTEPA          | DR  | MEUSER JOHN                    | 660 VIA MONTANOSA             | PLACERVILLE        | CA | 95667 |
| 08317113 | 0.0 | 3167 | FAIRWAY         | DR  | LANGE KERRY                    | 212 KELLER CIR                | FOLSOM             | CA | 95630 |
| 08322115 | 0.0 | 3312 | FAIRWAY         | DR  | BOULDER GLEN INVESTORS CA LP   | 1428 BAYBRIDGE LN             | EL DORADO HILLS    | CA | 95762 |
| 08211205 | 0.0 | 3379 | FAIRWAY         | DR  | KNOUFF DOUG A                  | 306 SILBERHORN DR             | FOLSOM             | CA | 95630 |
| 08210104 | 0.0 | 3464 | FAIRWAY         | DR  | RENZONI VINCENT                | 1304 OAKLAND DR               | MOUNT DORA         | FL | 32757 |
| 08208208 | 0.0 | 3583 | FAIRWAY         | DR  | MYCZEK PAMELA SUCC TR          | 5874 CAMELLIA AVE             | SACRAMENTO         | CA | 95819 |

|          |     |      |              |    |                                  |                                |                 |    |       |
|----------|-----|------|--------------|----|----------------------------------|--------------------------------|-----------------|----|-------|
| 08208201 | 0.0 | 3601 | FAIRWAY      | DR | CASAZZA CURT TR Exhibit A        | 3597 FAIRWAY DR                | CAMERON PARK    | CA | 95682 |
| 08208502 | 0.0 | 3625 | FAIRWAY      | DR | BROOKS GARY A Resolution 2018-04 | 2367 E GREEN SPRINGS CT        | RESCUE          | CA | 95672 |
| 08207113 | 0.0 | 3652 | FAIRWAY      | DR | MORELLI DENNIS F TR              | 3688 FAIRWAY DR                | CAMERON PARK    | CA | 95682 |
| 08207107 | 0.0 | 3720 | FAIRWAY      | DR | ZAJAC ADELE TR                   | 22330 OLD SANTA CRUZ HWY       | LOS GATOS       | CA | 95033 |
| 08219309 | 0.0 | 2867 | GLADSTONE    | LN | JOSEPH CAROL A SUCC TR           | 611 MADISON ST                 | ALBANY          | CA | 94706 |
| 08255215 | 0.0 | 3160 | GRANADA      | DR | GENSLER CRAIG                    | 7152 DEL NORTE DR              | GOLETA          | CA | 93117 |
| 11630109 | 0.7 | 3012 | GREEN VALLEY | RD | ROIC CALIFORNIA A DE LLC         | 8905 TOWNE CENTRE DR SUITE 108 | SAN DIEGO       | CA | 92122 |
| 11630110 | 0.7 | 3016 | GREEN VALLEY | RD | ROIC CALIFORNIA A DE LLC         | 8905 TOWNE CENTRE DR SUITE 108 | SAN DIEGO       | CA | 92122 |
| 08241207 | 0.0 | 2526 | GREENWOOD    | LN | MCNELLEY SUSAN SUCC TR           | 9 DEER STALKER PATH            | MONTEREY        | CA | 93940 |
| 08241206 | 0.0 | 2536 | GREENWOOD    | LN | CLARK ROBERT H JR TR             | 868 MESA GRANDER DR            | PALM DESERT     | CA | 92211 |
| 08241205 | 0.0 | 2544 | GREENWOOD    | LN | CLARK ROBERT H JR TR             | 868 MESA GRANDE DR             | PALM DESERT     | CA | 92211 |
| 08241104 | 0.0 | 2545 | GREENWOOD    | LN | HUS DOUGLAS A                    | 3720 MARIPOSA SPRINGS DR       | EL DORADO HILLS | CA | 95762 |
| 08241103 | 0.0 | 2553 | GREENWOOD    | LN | WICHERT-MARLON A CA LLC          | 3081 ALHAMBRA DR #207          | CAMERON PARK    | CA | 95682 |
| 08234107 | 0.0 | 3641 | HAMPTON      | CT | LEE GARY F                       | 3649 HAMPTON CT                | CAMERON PARK    | CA | 95682 |
| 08234108 | 0.0 | 3642 | HAMPTON      | CT | AVDEYUK ANDREY                   | 8434 WALERGA RD #423           | SACRAMENTO      | CA | 95843 |
| 10242101 | 0.0 | 2621 | HASTINGS     | DR | STARBUCK RD 56 A CA LLC          | 2625 SHERIDAN WAY              | SACRAMENTO      | CA | 95821 |
| 08225203 | 0.0 | 3932 | HILLSBOROUGH | RD | HAINES LUCILLE M TR              | PO BOX 55                      | SHINGLE SPRINGS | CA | 95682 |
| 08218103 | 0.0 | 2787 | HOLLY HILLS  | LN | BROOKS GERALD EDWARD TR          | 2801 HOLLY HILLS LN            | CAMERON PARK    | CA | 95682 |
| 08218202 | 0.0 | 2816 | HOLLY HILLS  | LN | YARRELL KATHY                    | 2621 PAYMASTER TRL             | COOL            | CA | 95614 |
| 08326107 | 0.0 | 3453 | JOSE         | CT | CLAUD INOCENCIO TELAN            | 1121 CONCORDIA DR              | BALTIMORE       | MD | 21286 |
| 08274104 | 0.0 | 2417 | JUSTAMERE    | CT | SMITH DOROTHY A SURV TR          | 3351 CAMBRIDGE RD              | CAMERON PARK    | CA | 95682 |
| 11655202 | 0.0 | 2701 | JUSTIN WOODS | CT | CHRISTENSEN VICKIE J TR          | 2707 JUSTIN WOODS CT           | CAMERON PARK    | CA | 95682 |
| 08229203 | 0.0 | 3330 | KIMBERLY     | RD | BROOKS GARY A                    | 2367 EAST GREENSPRINGS CT      | RESCUE          | CA | 95672 |
| 08228213 | 0.0 | 3415 | KIMBERLY     | RD | HAGBERG EDWARD W SURV TR         | 3686 TOURIGA DR                | PLEASANTON      | CA | 94588 |
| 08228211 | 0.0 | 3435 | KIMBERLY     | RD | TURNER CAROLYN                   | 1428 BAYRIDGE LN               | EL DORADO HILLS | CA | 95762 |
| 08228209 | 0.0 | 3453 | KIMBERLY     | RD | SORRELLS GERALDINE PATRICIA TR   | 1-51-3 SAKURA SETAGAYA-KU      | TOKYO 156-0053  |    |       |
| 08237410 | 0.0 | 3740 | KIMBERLY     | RD | CHRISTENSEN M DALE TR            | 1951 CHATEAU CT                | WALNUT CREEK    | CA | 94598 |
| 08228115 | 0.0 | 2789 | KNOLLWOOD    | DR | OKAMOTO HENRY S TR               | 14425 CYPRESS ST               | SAN LEANDRO     | CA | 94579 |
| 08212214 | 0.0 | 2904 | KNOLLWOOD    | DR | TURNER CAROLYN                   | 1428 BAYRIDGE CT               | EL DORADO HILLS | CA | 95762 |
| 08212306 | 0.0 | 2915 | KNOLLWOOD    | DR | EGGERT WAYNE F JR                | 5731 SOUTH SHINGLE RD          | SHINGLE SPRINGS | CA | 95682 |
| 08214211 | 0.0 | 3044 | KNOLLWOOD    | DR | EVERSDEN RONALD S TR             | 10280 EQUESTRIAN DR            | ELK GROVE       | CA | 95624 |
| 11608107 | 0.0 | 3271 | LA CANADA    | DR | LIPSCHULTZ SANDOR F & C          | 226 LA COLINA DR               | ALAMO           | CA | 94507 |
| 11608306 | 0.0 | 3278 | LA CANADA    | DR | BRESLIN ELIZABETH A TR           | %2305 W BENJAMIN HOLT DR       | STOCKTON        | CA | 95207 |
| 11608106 | 0.0 | 3281 | LA CANADA    | DR | GALL GARY D                      | 2520 GREENS LANDING CT         | CAMERON PARK    | CA | 95682 |
| 11608105 | 0.0 | 3287 | LA CANADA    | DR | DONOVAN LARRY                    | 5206 EL CARRO LN               | CARPINTERIA     | CA | 93013 |
| 11608104 | 0.0 | 3295 | LA CANADA    | DR | ARMADA PROP ACQN & INV CA LLC    | PO BOX 1702                    | FOLSOM          | CA | 95763 |
| 11608103 | 0.0 | 3307 | LA CANADA    | DR | AMAN PROP ACQN & INV A CA LLC    | PO BOX 1702                    | FOLSOM          | CA | 95763 |
| 11645017 | 1.0 | 3381 | LA CANADA    | DR | MC CABE LEO T                    | %M KOSOV 1604 HALIFAX WAY      | EL DORADO HILLS | CA | 95762 |
| 11609215 | 0.0 | 3394 | LA CANADA    | DR | JEFFERSON HENRY S TR             | 2120 LAS TUNAS                 | SANTA BARBARA   | CA | 93103 |
| 08307209 | 0.0 | 2740 | LA CIENEGA   | CT | CAPARAS MATEO A T TR             | 1266 LUBICH DR                 | MOUNTAIN VIEW   | CA | 94040 |
| 08305207 | 0.3 | 2688 | LA CRESCENTA | DR | BRIDGEPARK HOMES INC A CA CORP   | 3860 EL DORADO HILLS BLVD #601 | EL DORADO HILLS | CA | 95762 |
| 08305208 | 0.3 | 2694 | LA CRESCENTA | DR | BRIDGEPARK HOMES INC A CA CORP   | 3169 CHASEN DR                 | CAMERON PARK    | CA | 95682 |
| 08305209 | 0.3 | 2700 | LA CRESCENTA | DR | EL DORADO COUNTY HABITAT FOR     | 6168 PLEASANT VALLEY RD        | EL DORADO       | CA | 95623 |
| 11653324 | 0.0 | 2815 | LOON         | CT | BROOKS GARY A                    | 2367 E GREEN SPRINGS CT        | RESCUE          | CA | 95672 |
| 08201208 | 0.0 | 3720 | LOS SANTOS   | DR | ADAMS KATHLEEN J                 | 1064 CHERRY KNOLL CT           | INDEPENDENCE    | KY | 41051 |

|          |     |      |                 |     |  |                              |                 |    |       |
|----------|-----|------|-----------------|-----|--|------------------------------|-----------------|----|-------|
| 08310115 | 0.0 | 3429 | MAJAR           | CT  | BERGLUND CHARLES Exhibit A             | 7627 WOODRIDGE WAY           | GRANITE BAY     | CA | 95746 |
| 08310121 | 0.0 | 3434 | MAJAR           | CT  | PHILLIPS JERRY C TR Resolution 2018-04 | 3607 SUDBURY RD              | CAMERON PARK    | CA | 95682 |
| 08242101 | 0.0 | 2500 | MERRYCHASE      | DR  | CHURCH OF THE FOOTHILLS OF THE         | 3939 CAMBRIDGE RD #230       | CAMERON PARK    | CA | 95682 |
| 08242102 | 0.0 | 2510 | MERRYCHASE      | DR  | CHURCH OF THE FOOTHILLS OF THE         | 3939 CAMBRIDGE RD #230       | CAMERON PARK    | CA | 95682 |
| 08241209 | 0.0 | 2545 | MERRYCHASE      | DR  | MERRYCHASE A CA LLC                    | %OLIVO 4331 RANCHO RD        | CAMERON PARK    | CA | 95682 |
| 08241210 | 0.0 | 2557 | MERRYCHASE      | DR  | MERRYCHASE A CA LLC                    | 4331 RANCHO RD               | CAMERON PARK    | CA | 95682 |
| 08212206 | 0.0 | 3635 | MILLBRAE        | RD  | SWANSON ALICE J CO TR                  | 14500 FRUITVALE AVE #4115    | SARATOGA        | CA | 95070 |
| 08216410 | 0.0 | 3677 | MILLBRAE        | RD  | MAY CLIFFORD C                         | 2443 SANDPIPER WAY           | CAMERON PARK    | CA | 95682 |
| 08313201 | 0.0 | 3408 | MIRA LOMA       | DR  | SWART WAYNE C                          | 4081 DEER VALLEY RD          | RESCUE          | CA | 95672 |
| 07048014 | 0.3 | 3781 | MIRA LOMA       | DR  | T L STIGALL INC CA CORP                | P O BOX 738                  | SHINGLE SPRINGS | CA | 95682 |
| 08215303 | 0.0 | 3599 | MONTCLAIR       | RD  | D SACK FAMILY LTD PTNSP                | %MCALLISTER 8455 WINDING WAY | FAIR OAKS       | CA | 95628 |
| 08215302 | 0.0 | 3609 | MONTCLAIR       | RD  | CAPITAL VALLEY HOMES LLC               | P O BOX 5590                 | EL DORADO HILLS | CA | 95762 |
| 08218208 | 0.0 | 3671 | MONTCLAIR       | RD  | RIDDIOUGH JAMES R                      | 3890 RUSTIC RD               | CAMERON PARK    | CA | 95682 |
| 08308206 | 0.0 | 2803 | MONTEBELLO      | WAY | NIELSEN ELDA VIRGINIA TR               | 2858 MARYETTA CT             | CAMERON PARK    | CA | 95682 |
| 08310104 | 0.0 | 2836 | MONTEBELLO      | WAY | DONAHUE SHIRLEY                        | 243 VISTA DE SIERRA          | LOS GATOS       | CA | 95030 |
| 11651106 | 0.0 | 3367 | NANTUCKET       | CT  | BARNETT GREGORY L TR                   | 3125 WOODLEIGH LN            | CAMERON PARK    | CA | 95682 |
| 11651105 | 0.0 | 3373 | NANTUCKET       | CT  | GROSS SCOTT A TR                       | 3113 WOODLEIGH LN            | CAMERON PARK    | CA | 95682 |
| 08322154 | 0.6 | 3128 | NAVION          | CT  | ROBERTS DOUGLAS                        | 3124 NAVION CT               | CAMERON PARK    | CA | 95682 |
| 08322157 | 0.5 | 3132 | NAVION          | CT  | TL STIGALL INC                         | P O BOX 738                  | SHINGLE SPRINGS | CA | 95682 |
| 08322150 | 0.1 | 3141 | NAVION          | CT  | SIERRA HILLS CONTRACTORS               | 3646 FAIRWAY DR              | CAMERON PARK    | CA | 95682 |
| 08232105 | 0.0 | 3087 | OAKWOOD         | RD  | STANTON GREGORY CO TR                  | 3107 OAKWOOD RD              | CAMERON PARK    | CA | 95682 |
| 08232215 | 0.0 | 3098 | OAKWOOD         | RD  | HOFFER MICHAEL ALLEN                   | 8039 MURCIA WAY              | EL DORADO HILLS | CA | 95762 |
| 08232216 | 0.0 | 3102 | OAKWOOD         | RD  | TURNER CAROLYN A                       | 1428 BAYRIDGE LN             | EL DORADO HILLS | CA | 95762 |
| 08232220 | 0.0 | 3130 | OAKWOOD         | RD  | GRIMM KARL HERMAN TR                   | 3872 VIA LAS BRISAS          | SANTA BARBARA   | CA | 93110 |
| 11681004 | 0.0 | 416  | OESTE           | CT  | HSIEH GEORGE C                         | 1170 CODORNIZ LN             | WALNUT CREEK    | CA | 94598 |
| 11681005 | 0.0 | 420  | OESTE           | CT  | HSIEH GEORGE C                         | 1170 CODORNIZ LN             | WALNUT CREEK    | CA | 94598 |
| 11681007 | 0.0 | 423  | OESTE           | CT  | HSIEH GEORGE C                         | 1170 CODORNIZ LN             | WALNUT CREEK    | CA | 94598 |
| 08329226 | 0.0 | 3487 | ORINDA          | CIR | BROOKS GARY A                          | 2367 E GREEN SPRINGS CT      | RESCUE          | CA | 95672 |
| 08320223 | 0.0 | 3199 | OXFORD          | RD  | MCGEE MICHAEL W                        | 3199 OXFORD RD               | CAMERON PARK    | CA | 95682 |
| 08320222 | 0.0 | 3205 | OXFORD          | RD  | RUSSO JAMES                            | P O BOX 604                  | SHINGLE SPRINGS | CA | 95682 |
| 08320214 | 0.0 | 3265 | OXFORD          | RD  | SEIGER THOMAS W                        | 2612 CLIFFROSE CT            | MEDFORD         | OR | 97504 |
| 08323113 | 0.0 | 3284 | OXFORD          | RD  | COOK BARBARA L TR                      | 3129 CAMBRIDGE RD            | CAMERON PARK    | CA | 95682 |
| 08346525 | 2.8 | 3120 | PERLETT         | DR  | DEFRIEZ NICOLE                         | 885 WEST 3875 SOUTH          | RIVERDALE       | UT | 84405 |
| 08345322 | 0.4 | 4014 | PLAZA GOLDORADO | CIR | MARSHALL RICHARD THOMAS DVM TR         | 2056 BROOK MAR DR            | EL DORADO HILLS | CA | 95762 |
| 08345309 | 0.5 | 4050 | PLAZA GOLDORADO | CIR | ELLI HOSSEIN                           | 3723 ANTILLES DR             | CAMERON PARK    | CA | 95682 |
| 08345311 | 0.5 | 4060 | PLAZA GOLDORADO | CIR | FRENTZEN ALIN                          | 3723 ANTILLES DR             | CAMERON PARK    | CA | 95682 |
| 08345310 | 0.5 | 4060 | PLAZA GOLDORADO | CIR | ELLI HOSSEIN                           | 2134 CARILLO CT              | CAMERON PARK    | CA | 95682 |
| 08255303 | 0.0 | 3064 | PORTILLO        | CT  | BANDA SANTIAGO                         | 7524 ANTELOPE AVE APT D      | CITRUS HEIGHTS  | CA | 95610 |
| 08280220 | 0.0 | 3145 | QUAD            | LN  | ARCHWOOD HOMEOWNERS ASSN               | 3370 COUNTRY CLUB DR         | CAMERON PARK    | CA | 95682 |
| 11604030 | 5.0 | 3341 | RANCHO TIERRA   | CT  | MONEM MANSOUR                          | 1547 FULTON AVE              | SACRAMENTO      | CA | 95825 |
| 11604026 | 5.0 | 3420 | RANCHO TIERRA   | CT  | HAWKINS MICHAEL J TR                   | 5205 CARRIZO RD              | ATASCADERO      | CA | 93422 |
| 07047019 | 0.4 | 2002 | RIESLING        | WAY | PLATTOR DEREK K TR                     | 5107 BARNETT LOOP RD         | SHINGLE SPRINGS | CA | 95682 |
| 07048007 | 0.3 | 2087 | RIESLING        | WAY | PLATTOR DEREK K TR                     | 5107 BARNETT LOOP RD         | SHINGLE SPRINGS | CA | 95682 |
| 10949010 | 0.4 | 3423 | ROBIN           | LN  | DMJ REAL ESTATE LP A CA LP             | %5101 FLORIN PERKINS RD      | SACRAMENTO      | CA | 95826 |
| 10944004 | 0.0 | 3430 | ROBIN           | LN  | 1880 STRATFORD CA LLC                  | PO BOX 360156                | MILPITAS        | CA | 95036 |

|          |     |      |           |     |                             |                         |                 |    |       |
|----------|-----|------|-----------|-----|-----------------------------|-------------------------|-----------------|----|-------|
| 10949005 | 0.2 | 3443 | ROBIN     | LN  | DMJ REAL ESTATE LP A CA LP  | %5101 FLORIN PERKINS RD | SACRAMENTO      | CA | 95826 |
| 10949004 | 0.3 | 3447 | ROBIN     | LN  | DMJ REAL ESTATE LP A CA LP  | %5101 FLORIN PERKINS RD | SACRAMENTO      | CA | 95826 |
| 10949003 | 0.4 | 3451 | ROBIN     | LN  | DMJ REAL ESTATE LP A CA LP  | %5101 FLORIN PERKINS RD | SACRAMENTO      | CA | 95826 |
| 10949002 | 0.2 | 3455 | ROBIN     | LN  | DMJ REAL ESTATE LP A CA LP  | %5101 FLORIN PERKINS RD | SACRAMENTO      | CA | 95826 |
| 10949001 | 0.2 | 3459 | ROBIN     | LN  | DMJ REAL ESTATE LP A CA LP  | %5101 FLORIN PERKINS RD | SACRAMENTO      | CA | 95826 |
| 08219103 | 0.0 | 3071 | ROYAL     | DR  | WEST CHARLES E TR           | 3063 ROYAL DR           | CAMERON PARK    | CA | 95682 |
| 08219102 | 0.0 | 3079 | ROYAL     | DR  | TRETHEWEY JANETTE C TR      | PO BOX 558              | DIAMOND SPRINGS | CA | 95619 |
| 08257211 | 0.0 | 3265 | SALIDA    | WAY | CUCCIA VIOLA L TR           | 7026 CROSS DR           | CITRUS HEIGHTS  | CA | 95610 |
| 08258401 | 0.0 | 3273 | SALIDA    | WAY | CUCCIA VIOLA L TR           | 7026 CROSS DR           | CITRUS HEIGHTS  | CA | 95610 |
| 08258402 | 0.0 | 3279 | SALIDA    | WAY | CUCCIA VIOLA L TR           | 7026 CROSS DR           | CITRUS HEIGHTS  | CA | 95610 |
| 08328245 | 0.0 | 3421 | SANTOS    | CT  | JEFFERSON HENRY S TR        | 2120 LAS TUNAS          | SANTA BARBARA   | CA | 93103 |
| 08328229 | 0.0 | 3458 | SANTOS    | CIR | FRANZ GAIL R TR             | 1473 N BARCA ST         | CAMARILLO       | CA | 93010 |
| 08329109 | 0.0 | 3530 | SANTOS    | CIR | BEDRINA ANNA                | 9484 OAK VILLAGE WAY    | ELK GROVE       | CA | 95758 |
| 11668008 | 0.4 | 4004 | SCHELIN   | CT  | NELSON CHAD                 | 2531 SUGAR CREEK LN     | MANTECA         | CA | 95336 |
| 11668005 | 0.3 | 4005 | SCHELIN   | CT  | BURTON WILLIAM J            | 7304 48TH AVE WEST      | MUKILTEO        | WA | 98275 |
| 11629213 | 0.0 | 3173 | SHAWNEE   | CT  | ENGLISH NANCY               | 3175 SHAWNEE CT         | CAMERON PARK    | CA | 95682 |
| 08231113 | 0.0 | 3709 | SHERIDAN  | RD  | VAN BUREN BARBARA           | 180 STONEY HILL DR      | FOLSOM          | CA | 95630 |
| 08324102 | 0.0 | 3264 | SKY       | CT  | SEDDICK FREYDOUNE TR        | 4240 N RIVER WAY        | SACRAMENTO      | CA | 95825 |
| 08256104 | 0.3 | 3301 | SPILL     | WAY | CHERNIOGLO FEDOR JR         | 2820 EAGLE ROCK RD      | PENRYN          | CA | 95663 |
| 08325315 | 0.0 | 3130 | SUDBURY   | RD  | DIXON PATRICIA JO           | 702 SAN JUAN GRADE RD   | SALINAS         | CA | 93906 |
| 08326102 | 0.0 | 3157 | SUDBURY   | RD  | DIXON PATRICIA JO           | 702 SAN JUAN GRADE RD   | SALINAS         | CA | 93906 |
| 08326133 | 0.0 | 3193 | SUDBURY   | RD  | BLOMSTERBERG KENNETH N TR   | 3203 SUDBURY RD         | CAMERON PARK    | CA | 95682 |
| 08327110 | 0.0 | 3320 | SUDBURY   | RD  | 99 TRADE CENTER LLC         | PO BOX 4991             | EL DORADO HILLS | CA | 95762 |
| 08327210 | 0.0 | 3321 | SUDBURY   | RD  | CRACHY RONALD A TR          | 1249 VOLONNE DR         | ROSEVILLE       | CA | 95747 |
| 08327111 | 0.0 | 3334 | SUDBURY   | RD  | FOGL HANS TR                | 7 FOGL COURT            | REDWOOD CITY    | CA | 94061 |
| 08328249 | 0.0 | 3400 | SUDBURY   | RD  | PARR WESLEY B               | 3863 WILD CHAPPARAL DR  | SHINGLE SPRINGS | CA | 95682 |
| 08328212 | 0.0 | 3450 | SUDBURY   | RD  | MARTY VIRGINIA TR           | 841 MIDDLE AVE          | MENLO PARK      | CA | 94025 |
| 08207215 | 0.0 | 3700 | SUDBURY   | RD  | DUNN CLIFFORD J & C A D     | 2607 CIPRIANI BLVD      | BELMONT         | CA | 94002 |
| 08207221 | 0.4 | 3722 | SUDBURY   | RD  | HARARI ARLANA R TR          | 3730 SUDBURY RD         | CAMERON PARK    | CA | 95682 |
| 08229401 | 0.0 | 3402 | SURRY     | LN  | GRENDAHL STEVEN G TR        | 3433 SURRY LN           | CAMERON PARK    | CA | 95682 |
| 08229303 | 0.0 | 3417 | SURRY     | LN  | NOGRUDGE INVESTING LLC      | 6619 AUBURN BLVD        | CITRUS HEIGHTS  | CA | 95621 |
| 08207322 | 0.0 | 3730 | TORONTO   | RD  | BENEDETTO RICHARD           | 3680 CAMINO HILLS DR    | CAMINO          | CA | 95709 |
| 08202103 | 0.0 | 3946 | TORONTO   | RD  | BRAVO EQUITIES CA LLC       | 317 HAGGIN AVE          | SACRAMENTO      | CA | 95833 |
| 08224302 | 0.0 | 3041 | TWIN OAKS | RD  | BROOKS GARY A               | 2367 E GREENSPRINGS CT  | RESCUE          | CA | 95672 |
| 08224301 | 0.0 | 3053 | TWIN OAKS | RD  | LO ROBERT M TR              | 1651 ROYAL BLVD         | GLENDALE        | CA | 91207 |
| 08315102 | 0.0 | 3190 | UNITED    | DR  | CHRISTOPHER FROSA TR        | %6656 BELLHURST LN      | CASTRO VALLEY   | CA | 94552 |
| 08315107 | 0.0 | 3240 | UNITED    | DR  | MEUSER JOHN                 | 660 VIA MONTANOSA       | PLACERVILLE     | CA | 95667 |
| 08326201 | 1.3 | 3470 | VERANO    | WAY | GRENDAHL STEVEN G TR        | 3433 SURRY LN           | CAMERON PARK    | CA | 95682 |
| 08326128 | 0.0 | 3493 | VERANO    | WAY | DIAZ JAIME & RAYMI          | P O BOX 107             | FAIRFIELD       | CA | 94533 |
| 08346101 | 0.8 | 3453 | VIRADA    | RD  | RASMUSSEN SHARON HIETALA TR | 15 S FAIRMONT AVE       | LODI            | CA | 95240 |
| 08346102 | 0.7 | 3471 | VIRADA    | RD  | RASMUSSEN SHARON HIETALA TR | 15 S FAIRMONT AVE       | LODI            | CA | 95240 |
| 11610201 | 0.0 | 2841 | WAVERLY   | DR  | TANAKA CLEMENT TR           | 640 DELWOOD DR          | AUBURN          | AL | 36830 |
| 08233205 | 0.0 | 2690 | WENTWORTH | RD  | HUANG MARSHALL Y            | 1714 IVY BRIDGE RD      | GLENDALE        | CA | 91207 |
| 08320206 | 0.0 | 3222 | WESTERN   | DR  | PIZER RONALD JOHN           | 1069 MILL CREEK RD      | INCLINE VILLAGE | NV | 89451 |
| 08320210 | 0.0 | 3262 | WESTERN   | DR  | LOWE ROBERT GONG CO TR      | 436 SIERRA VISTA RD     | SANTA ROSA      | CA | 95401 |

|          |      |      |           |    |                             |                             |                 |    |       |
|----------|------|------|-----------|----|-----------------------------|-----------------------------|-----------------|----|-------|
| 08320211 | 0.0  | 3270 | WESTERN   | DR | LOWE ROBERT GONG CO         | 436 SIERRA VISTA RD         | SANTA ROSA      | CA | 95401 |
| 08235314 | 0.0  | 2547 | WESTRIDGE | DR | CAMPBELL JASON SCOTT        | 4432 NE ALBERTA CT          | PORTLAND        | OR | 97218 |
| 08255201 | 0.0  | 3235 | WILKINSON | RD | COOK BARBARA L TR           | 3129 CAMBRIDGE RD           | CAMERON PARK    | CA | 95682 |
| 11603019 | 1.9  | 2971 | WOODLEIGH | LN | BROOKS GARY A               | 2367 E GREEN SPRINGS CT     | RESCUE          | CA | 95672 |
| 11639208 | 0.0  | 3271 | WOODLEIGH | LN | FLAX SAM                    | 11609 HENDERSON DR          | FRISCO          | TX | 75035 |
| 10235107 | 0.0  | 0    |           |    | KHOURY MANAWEL              | 1107 F ST #A                | SACRAMENTO      | CA | 95814 |
| 10226054 | 10.1 | 0    |           |    | LICHTMAN A C TR             | 2406 U ST                   | SACRAMENTO      | CA | 95818 |
| 10226038 | 1.0  | 0    |           |    | MITCHELL LYNWOOD W TR       | 2685 MELODY LN              | RESCUE          | CA | 95672 |
| 10232215 | 0.0  | 0    |           |    | SALAZAR MELISSA             | 10406 VENA AVE              | ARLETA          | CA | 91331 |
| 08305205 | 0.4  | 0    |           |    | PAVLICHENKO FLORIYA         | 630 8TH AVE                 | SAN FRANCISCO   | CA | 94118 |
| 08305206 | 0.3  | 0    |           |    | PRESZLER DAVID              | 2100 FORTUNA MINE RD        | PLACERVILLE     | CA | 95667 |
| 11630105 | 1.0  | 0    |           |    | COYOTE ADVENTURES A NEV LLC | P O BOX 308                 | WALNUT CREEK    | CA | 94597 |
| 11608304 | 0.0  | 0    |           |    | TURNER CAROLYN              | 1428 BAYRIDGE LN            | EL DORADO HILLS | CA | 95762 |
| 11610202 | 0.0  | 0    |           |    | TANAKA CLEMENT TR           | 640 DELWOOD DR              | AUBURN          | AL | 36830 |
| 11635216 | 0.0  | 0    |           |    | VUKOVICH AYRIANE TR         | 3261 MEDER RD               | CAMERON PARK    | CA | 95682 |
| 08314101 | 0.0  | 0    |           |    | CAMERON PARK AIRPORT DIST   | 3158 FAIRWAY DR             | CAMERON PARK    | CA | 95682 |
| 11650117 | 0.0  | 0    |           |    | CONTINENTAL MERIDIAN CORP   | 4064 FLYING C RD #2         | CAMERON PARK    | CA | 95682 |
| 08310126 | 0.0  | 0    |           |    | LINTAO ERLINDA BASILIO TR   | 2525 HOPI CT                | WALNUT CREEK    | CA | 94598 |
| 11606109 | 0.0  | 0    |           |    | CERANIC THOMAS              | 4 SCOTSCRAIG CT             | PINEHURST       | NC | 28374 |
| 08302021 | 5.6  | 0    |           |    | LUPINE RIDGE CA LP          | 15 S FAIRMONT AVE           | LODI            | CA | 95240 |
| 08346201 | 0.7  | 0    |           |    | RASMUSSEN GAYLE TR          | 2930 CINSANT DR             | CAMERON PARK    | CA | 95682 |
| 08318102 | 0.0  | 0    |           |    | CAMERON PARK AIRPORT DIST   | 3158 FAIRWAY DR             | CAMERON PARK    | CA | 95682 |
| 08311218 | 2.0  | 0    |           |    | HABBAS AMIN                 | 431 EL CAMINO REAL # 5310   | SANTA CLARA     | CA | 95050 |
| 11606204 | 0.0  | 0    |           |    | HOSKINS LAWRENCE SCOTT      | PO BOX 1572                 | ELK GROVE       | CA | 95759 |
| 08311211 | 0.4  | 0    |           |    | HABBAS AMIN                 | 431 EL CAMINO REAL #5310    | SANTA CLARA     | CA | 95050 |
| 08311209 | 0.5  | 0    |           |    | HABBAS AMIN                 | 431 EL CAMINO REAL #5310    | SANTA CLARA     | CA | 95050 |
| 11607212 | 0.0  | 0    |           |    | KRISTOFF ROBERT G & CONNIE  | 213 SILVER PLUME DR         | FOLSOM          | CA | 95630 |
| 08346528 | 2.2  | 0    |           |    | COOK FAMILY HOLDINGS LLC    | 2505 MARINA POINT LN        | ELK GROVE       | CA | 95758 |
| 08342015 | 0.0  | 0    |           |    | MALCOLM CLAUDE W            | 3031 ALHAMBRA DR            | ORANGEVALE      | CA | 95662 |
| 08311210 | 0.5  | 0    |           |    | HABBAS AMIN                 | 431 EL CAMINO REAL #5310    | SANTA CLARA     | CA | 95050 |
| 08353008 | 0.0  | 0    |           |    | BERGE HENRY L               | C/O P O BOX 514             | SHINGLE SPRINGS | CA | 95682 |
| 08315106 | 0.0  | 0    |           |    | SANTAGA JOHN TR             | 1422 BELMONT AVE            | SAN CARLOS      | CA | 94070 |
| 08312211 | 0.6  | 0    |           |    | NICKSON DENNIS A            | 2931 BOEING RD              | CAMERON PARK    | CA | 95682 |
| 11603007 | 5.4  | 0    |           |    | MURPHY WILLIAM J JR TR      | 3060 RIDGELINE DR           | RESCUE          | CA | 95672 |
| 08315304 | 0.0  | 0    |           |    | REDDING HENRY P             | 872 S FAIRMONT WAY          | ORANGE          | CA | 92669 |
| 08316201 | 0.0  | 0    |           |    | CHOW ALFRED                 | 5080 VALLEY CREST DR APT 36 | CONCORD         | CA | 94521 |
| 08312214 | 0.5  | 0    |           |    | ASADINIKE NOSRATOLLAH TR    | 3581 FAR VIEW DR            | RESCUE          | CA | 95672 |
| 11603014 | 0.0  | 0    |           |    | FEDERAL HOME LOAN MTG CORP  | 475 CROSSPOINT PARKWAY      | GETZVILLE       | NY | 14068 |
| 11603009 | 5.1  | 0    |           |    | YOUNG ROBERT DAVID          | 3792 LOS SANTOS DR          | CAMERON PARK    | CA | 95682 |
| 11603010 | 5.2  | 0    |           |    | YOUNG ROBERT DAVID          | 308 ST BOSWELLS PL          | EL DORADO HILLS | CA | 95762 |
| 08317201 | 0.0  | 0    |           |    | HERLTH DONALD B TR          | 4900 SHOOTING STAR RD       | POLLOCK PINES   | CA | 95726 |
| 11603026 | 5.0  | 0    |           |    | OWEN DARREN M CO TR         | 3830 CASTLEROCK RD          | PLACERVILLE     | CA | 95667 |
| 11603024 | 5.0  | 0    |           |    | TACCOGNA PETER & JOELENE    | 4141 GALBRATH DR            | NORTH HIGHLANDS | CA | 95660 |
| 08317214 | 0.0  | 0    |           |    | MURPHY JOHN                 | 2734 BURKSHIRE AVE          | LOS ANGELES     | CA | 90064 |
| 08317306 | 0.0  | 0    |           |    | TANAKA CLEMENT TR           | 640 DELWOOD DR              | AUBURN          | AL | 36830 |

|          |      |   |  |                                    |                                |                  |    |       |
|----------|------|---|--|------------------------------------|--------------------------------|------------------|----|-------|
| 11603028 | 5.0  | 0 |  | PACIFIC STATES DEV CORP Exhibit A  | 991 GOVERNOR DR STE 103        | EL DORADO HILLS  | CA | 95762 |
| 08317308 | 0.0  | 0 |  | GRAMLICK CARI S Resolution 2018-04 | 4200 MILITARY RD NW            | WASHINGTON       | DC | 20015 |
| 11603030 | 5.0  | 0 |  | PACIFIC STATES DEV CORP            | 991 GOVERNOR DR #103           | EL DORADO HILLS  | CA | 95762 |
| 11603034 | 5.0  | 0 |  | DION MITCHELL                      | 140 SILVA CT                   | FOLSOM           | CA | 95630 |
| 11603035 | 5.0  | 0 |  | DION MITCHELL S                    | 140 SILVA CT                   | FOLSOM           | CA | 95630 |
| 11603031 | 5.0  | 0 |  | NICKSON DENNIS A                   | 2931 BOEING RD                 | CAMERON PARK     | CA | 95682 |
| 11603033 | 5.0  | 0 |  | HASHEMI ALI                        | 1538 PARKWAY DR                | FOLSOM           | CA | 95630 |
| 08321105 | 5.6  | 0 |  | CAMERON PARK AIRPORT DIST          | 3158 FAIRWAY DR                | CAMERON PARK     | CA | 95682 |
| 11603036 | 5.0  | 0 |  | ARBABI MOHAMMAD BAGHER             | 4453 AUTUMN RIDGE              | SAGINAW          | MI | 48603 |
| 08321106 | 0.0  | 0 |  | CAMERON PARK AIRPORT DIST          | 3158 FAIRWAY DR                | CAMERON PARK     | CA | 95682 |
| 08258106 | 0.1  | 0 |  | SCHABERT GAIL K                    | 3232 GRANADA DR                | CAMERON PARK     | CA | 95682 |
| 08319113 | 0.0  | 0 |  | MINETA JOYCE M SURV TR             | 1905 UNIVERSITY WAY            | SAN JOSE         | CA | 95126 |
| 08321104 | 0.0  | 0 |  | CAMERON PARK AIRPORT DISTRICT      | 3158 FAIRWAY DR                | CAMERON PARK     | CA | 95682 |
| 11604006 | 5.0  | 0 |  | ANTABEEL RANIA                     | 5879 REVELSTOK DR              | SACRAMENTO       | CA | 95842 |
| 11604008 | 4.7  | 0 |  | GRANZ PATRICIA J                   | 3244 MANCEL CT                 | CARMICHAEL       | CA | 95608 |
| 11604007 | 5.1  | 0 |  | GHALAMKAR KAMM TR                  | 4930 KINGVALE RD               | EL DORADO        | CA | 95623 |
| 11604031 | 2.8  | 0 |  | HAWKINS MICHAEL J TR               | 5205 CARRIZO RD                | ATASCADERO       | CA | 93422 |
| 11639211 | 0.0  | 0 |  | PRATHER LLOYD F TR                 | 2039 STONECREST LN             | LINCOLN          | CA | 95648 |
| 11604033 | 5.0  | 0 |  | HAWKINS MICHAEL J TR               | 5205 CARRIZO RD                | ATASCADERO       | CA | 93422 |
| 11601004 | 20.0 | 0 |  | MCP PROPERTIES A CA LLC            | 4308 PLUMLEY CT                | EL DORADO HILLS  | CA | 95762 |
| 11604025 | 5.0  | 0 |  | HAWKINS MICHAEL J TR               | 5205 CARRIZO RD                | ATASCADERO       | CA | 93422 |
| 11604024 | 5.0  | 0 |  | HAWKINS MICHAEL J TR               | 5205 CARRIZO RD                | ATASCADERO       | CA | 93422 |
| 11604022 | 5.0  | 0 |  | HAWKINS MICHAEL J TR               | 5205 CARRIZO RD                | ATASCADERO       | CA | 93422 |
| 08260105 | 0.0  | 0 |  | SMITH & GABBERT INC                | 3450 PALMER DR STE 4 #303      | CAMERON PARK     | CA | 95682 |
| 11902050 | 33.7 | 0 |  | LENNAR WINNCREST A DE LLC          | %1420 ROCKY RIDGE DR STE 320   | ROSEVILLE        | CA | 95661 |
| 08208401 | 0.0  | 0 |  | SPITTLER CRAIG                     | 3440 CHARITO LN                | CAMERON PARK     | CA | 95682 |
| 08231108 | 0.0  | 0 |  | MORGAN WILLIAM I JR TR             | 7541 PLEASANTS VALLEY RD       | VACAVILLE        | CA | 95688 |
| 08212210 | 0.0  | 0 |  | BROOKS GARY A                      | 2367 E GREENSPRINGS CT         | RESCUE           | CA | 95672 |
| 08234111 | 0.0  | 0 |  | HOOVER JASON W                     | 7919 KEEPSAKE LN               | FLOWERY BRANCH   | GA | 30542 |
| 08345101 | 2.5  | 0 |  | WEI HUAGIANG                       | P O BOX 278764                 | SACRAMENTO       | CA | 95827 |
| 08217401 | 0.0  | 0 |  | SORRELLS GERALDINE TR              | 1-51-3 SAKURA SETAGAYA-KU      | TOKYO 156-0053   |    |       |
| 08350001 | 4.3  | 0 |  | ERRICO WILLIAM TR                  | PO BOX 4558                    | EL DORADO HILLS  | CA | 95762 |
| 08345102 | 0.0  | 0 |  | SMITH & GABBERT INC                | 3420 PALMER DR                 | SHINGLE SPRINGS  | CA | 95682 |
| 08350002 | 0.3  | 0 |  | SMITH & GABBERT INC                | 3420 PALMER DR                 | CAMERON PARK     | CA | 95682 |
| 08335003 | 4.1  | 0 |  | BACK STAGE EQUIP INC               | %Z LOAN P O BOX 15520          | SOUTH LAKE TAHOE | CA | 96151 |
| 08345317 | 0.5  | 0 |  | PLAZA GOLDORADO OWN ASOC CA CO     | %THORNE4060 PLZA GOLDORADO CIR | CAMERON PARK     | CA | 95682 |
| 08219108 | 0.0  | 0 |  | EL DORADO IRRIGATION DIST          | 2890 MOSQUITO RD               | PLACERVILLE      | CA | 95667 |
| 08220408 | 0.0  | 0 |  | EL DORADO IRRIGATION DISTRICT      | 2890 MOSQUITO RD               | PLACERVILLE      | CA | 95667 |
| 08345501 | 1.8  | 0 |  | LE JOHN THUOC TR                   | PO BOX 1939                    | CARMICHAEL       | CA | 95609 |
| 08201212 | 0.0  | 0 |  | HOBSON MOLLY TR                    | P O BOX 26                     | VILLA GRANDE     | CA | 95486 |
| 08345602 | 4.7  | 0 |  | SMITH & GABBERT INC                | 3450 PALMER DR STE 4 #303      | CAMERON PARK     | CA | 95682 |
| 08240106 | 0.0  | 0 |  | UMMADISSETTY VIDYASAGAR            | 4814 HIBERNIA DR               | DUBLIN           | CA | 94568 |
| 08345601 | 4.2  | 0 |  | SMITH & GABBERT INC                | 3450 PALMER DR STE 4 #303      | CAMERON PARK     | CA | 95682 |
| 8240102  | 0.0  | 0 |  | CAMBRIDGE 2690 CA LLC              | 151 CALLAN AVE STE 213         | SAN LEANDRO      | CA | 94577 |
| 08243002 | 11.3 | 0 |  | ROMAN CATHOLIC BISHOP SAC          | 2110 BROADWAY #277             | SACRAMENTO       | CA | 95818 |



|          |      |   |  |                                |                                |                 |    |       |
|----------|------|---|--|--------------------------------|--------------------------------|-----------------|----|-------|
| 08240109 | 0.0  | 0 |  | ARIAN FAMILY 2012 LLC          | 503 N VICTORY BLVD             | BURBANK         | CA | 91502 |
| 08244103 | 0.4  | 0 |  | JEAN FAMILY PARTNERSHIP        | 14906 SOBEY RD                 | SARATOGA        | CA | 95070 |
| 10923012 | 51.1 | 0 |  | SCARIOT FAM LTD PARTNERSHIP    | PO BOX 46                      | DIAMOND SPRINGS | CA | 95619 |
| 10923006 | 1.8  | 0 |  | FOREST ROBERT J                | PO BOX 877                     | MENDOCINO       | CA | 95460 |
| 10923005 | 1.6  | 0 |  | FOREST ROBERT J                | PO BOX 877                     | MENDOCINO       | CA | 95460 |
| 10923004 | 4.3  | 0 |  | ATWOOD JANET L TR              | 7071 GREEN VALLEY RD           | PLACERVILLE     | CA | 95667 |
| 10923003 | 0.6  | 0 |  | ATWOOD JANET L TR              | 7071 GREEN VALLEY RD           | PLACERVILLE     | CA | 95667 |
| 10923002 | 9.9  | 0 |  | ATWOOD JANET L TR              | 7071 GREEN VALLEY RD           | PLACERVILLE     | CA | 95667 |
| 08244214 | 3.3  | 0 |  | GABOVICH ALEXANDER TR          | P O BOX 5104                   | BELMONT         | CA | 94002 |
| 08238102 | 1.0  | 0 |  | KRANIG MARIAN TR               | 5128 MODOC WY                  | SACRAMENTO      | CA | 95841 |
| 11927124 | 0.4  | 0 |  | WINNCREST HOMES INC            | 9985 FOLSOM BLVD               | SACRAMENTO      | CA | 95827 |
| 08238103 | 1.0  | 0 |  | MERRYCHASE A CA LLC            | 4331 RANCHO RD                 | CAMERON PARK    | CA | 95682 |
| 10923007 | 2.1  | 0 |  | FOREST ROBERT J                | PO BOX 877                     | MENDOCINO       | CA | 95460 |
| 10923008 | 1.8  | 0 |  | FOREST ROBERT J                | PO BOX 877                     | MENDOCINO       | CA | 95460 |
| 08238104 | 1.0  | 0 |  | MERRYCHASE A CA LLC            | 4331 RANCHO RD                 | CAMERON PARK    | CA | 95682 |
| 11927205 | 0.1  | 0 |  | WINNCREST HOMES INC            | 9985 FOLSOM BLVD               | SACRAMENTO      | CA | 95827 |
| 11927206 | 0.2  | 0 |  | WINNCREST HOMES INC            | 9985 FOLSOM BLVD               | SACRAMENTO      | CA | 95827 |
| 11928009 | 1.4  | 0 |  | CHURCH OF THE FOOTHILLS OF THE | 3939 CAMBRIDGE RD              | CAMERON PARK    | CA | 95682 |
| 10923010 | 8.0  | 0 |  | LYE KOK LOONG                  | 6015 HARWOOD AVE               | OAKLAND         | CA | 94618 |
| 10923009 | 7.9  | 0 |  | LYE KOK LOONG                  | 6015 HARWOOD AVE               | OAKLAND         | CA | 94618 |
| 11902016 | 2.6  | 0 |  | ROMAN CATHOLIC BISHOP          | % 3111 TIERRA DE DIOS DR       | EL DORADO HILLS | CA | 95762 |
| 10944011 | 1.2  | 0 |  | SERT STEVE                     | %S SERT 3325 COTHERIN RANCH RD | SHINGLE SPRINGS | CA | 95682 |
| 10901002 | 33.4 | 0 |  | CAMBRIDGE SQUARE PARTNERS      | P O BOX 2990                   | NEWPORT BEACH   | CA | 92658 |
| 10921306 | 0.4  | 0 |  | WHITE JAMES G                  | 232 WEST ST APT 205            | RENO            | NV | 89501 |
| 10920312 | 0.2  | 0 |  | AQUA TECH PROPERTIES CA LLC    | 5705 POWER INN RD              | SACRAMENTO      | CA | 95824 |
| 10921310 | 1.3  | 0 |  | MOWZOOONI ALIREZA              | 7012 ROSADO DR                 | EL DORADO HILLS | CA | 95762 |
| 10921307 | 0.2  | 0 |  | WHITE JAMES G                  | 232 WEST ST #205               | RENO            | NV | 89501 |
| 08287003 | 0.3  | 0 |  | JARMAN DOUGLAS                 | 5450 MARYBELL LN               | SHINGLE SPRINGS | CA | 95682 |
| 07037006 | 0.4  | 0 |  | LUPINE RIDGE CA LP             | 15 S FAIRMONT AVE              | LODI            | CA | 95240 |
| 08356023 | 0.0  | 0 |  | CAMERON GLEN ESTATES LLC       | 1025 SERVICE PL #201           | VISTA           | CA | 92084 |
| 08356024 | 0.0  | 0 |  | CAMERON GLEN ESTATES LLC       | 1025 SERVICE PL #201           | VISTA           | CA | 92084 |
| 08356025 | 0.0  | 0 |  | CAMERON GLEN ESTATES LLC       | 1025 SERVICE PL #201           | VISTA           | CA | 92084 |
| 08356026 | 0.0  | 0 |  | CAMERON GLEN ESTATES LLC       | 1025 SERVICE PL #201           | VISTA           | CA | 92084 |
| 08356027 | 0.0  | 0 |  | CAMERON GLEN ESTATES LLC       | 1025 SERVICE PL #201           | VISTA           | CA | 92084 |
| 08302029 | 10.5 | 0 |  | D AMBROSIO FRANK P JR TR       | PO BOX 719                     | NAPA            | CA | 94559 |
| 10901001 | 1.7  | 0 |  | MARSZAL EDWARD R               | PO BOX 1096                    | CARMICHAEL      | CA | 95609 |
| 10255019 | 0.0  | 0 |  | PARS DEVELOPMENT LLC           | 7036 GRANT AVE                 | CARMICHAEL      | CA | 95608 |
| 08358209 | 1.1  | 0 |  | LMD CAMERON LLC                | 5170 HILLSDALE CIR STE #B      | EL DORADO HILLS | CA | 95762 |
| 08359011 | 0.2  | 0 |  | CAMERON GLEN ESTATES LLC       | 2216 VIA SUBRIA                | VISTA           | CA | 92084 |
| 08359030 | 0.1  | 0 |  | CAMERON GLEN ESTATES LLC       | 2216 VIA SUBRIA                | VISTA           | CA | 92084 |
| 08314126 | 0.0  | 0 |  | MAJOREK MIROSLAW TR            | 421 SAINT EMILION              | MOUNTAIN VIEW   | CA | 94043 |
| 11630112 | 5.4  | 0 |  | GREEN VALLEY & WHITEHAVEN A CA | 2805 J STREET #240             | SACRAMENTO      | CA | 95816 |
| 10211024 | 3.3  | 0 |  | STARBUCK ROAD 56 CA LLC        | 2625 SHERIDAN WAY              | SACRAMENTO      | CA | 95821 |
| 08359031 | 0.0  | 0 |  | CAMERON GLEN ESTATES LLC       | 2216 VIA SUBRIA                | VISTA           | CA | 92084 |
| 07001149 | 31.3 | 0 |  | BELLEI ENNIO (DECD)            | %VOLKER PLOOG P O BOX 3647     | LIMA 100        |    |       |

Exhibit A  
Resolution 2018-04

|          |      |   |  |                 |                           |              |    |       |
|----------|------|---|--|-----------------|---------------------------|--------------|----|-------|
| 08335057 | 19.9 | 0 |  | CPSL SPE DE LLC | 3108 PONTE MORENO STE 210 | CAMERON PARK | CA | 95682 |
|----------|------|---|--|-----------------|---------------------------|--------------|----|-------|



**CAMERON PARK FIRE DEPARTMENT**  
Cameron Park Community Service District  
Weed Abatement Program  
**Weed and Rubbish Abatement Ordinance No. 2016.03.16**



February 15, 2018

Owner  
Street Address  
City, State, Zip

RE: apn

Dear Property Owner,

California has a long history of wildfire disasters, and this past year was no exception. The fire hazard in Cameron Park is seasonal and reoccurring, and must be abated each year. The Cameron Park Fire Department's goal is to make our community fire safe, however we cannot do it without the help of our residents and property owners.

The Cameron Park Community Services District and the Cameron Park Fire Department, are making a concerted effort to mitigate the fire fuels, here in Cameron Park. We want to remind each property owner that it is their responsibility to create and maintain a "Fire Safe" environment, for both improved and unimproved parcels, for the protection of their own property and to minimize the risk of a catastrophic wildfire in our area.

Guidelines for improved parcels in Cameron Park, are as follows:

- ✓ Prior to April 1<sup>st</sup>, all waste, dry grass, brush, vines, or other dry vegetation shall be cleared, for an area of not less than 30 feet from all structures, combustible fences, vehicles, and combustible storage.

Guidelines for unimproved parcels in Cameron Park, are as follows:

- ✓ Prior to April 1<sup>st</sup>, parcels less than two acres shall be completely treated by mowing of weeds, dry grass, and other hazardous vegetation, to a maximum height of two inches, so as not to constitute a fire hazard.
- ✓ Prior to April 1<sup>st</sup>, parcels greater than two acres or multiple contiguous properties under the same ownership, shall disk or scrape a minimum thirty-foot wide fuel break, free of combustible vegetation, around the perimeter.

Compliance inspections will be conducted during the first week of April, 2018. Residential outdoor burning will be allowed during the first two weeks of April and during the first two weeks of November, within the guidelines of required permits and permissive air pollution control burn days. An alternative to burning is a yard waste bin (minimum of two yards), free of charge to Cameron Park residents, available at the Waste Management facility, 4421 Latrobe Road, in El Dorado Hills.

For more information, please visit the Cameron Park Community Services District Website <http://www.cameronpark.org/fire-emergency/prevention/> or call the Cameron Park Weed Abatement line at (530) 672-7358.

Respectfully,

Mike Smith  
Battalion Chief, Fire Marshal  
Cameron Park Fire Department

## Agenda Transmittal

**DATE:** February 21, 2018

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #13:** DISTRICT FINANCE REPORT

**RECOMMENDED ACTION:** Receive and File.

### Introduction

Attached to this report is the Second Quarter (October-December) Budget vs. Actuals Report and a list of Funds and Fund Balances (draft) held at the County on the District's behalf. Progress in the Finance Office has been slow, yet methodical, and progress is being made to gain a greater understanding. The addition of a new Finance/Human Resources Officer, expected in March, will be helpful in this endeavor.

Regarding the Funds held at the County, with the conversion of the County financial software system, County staff are having difficulty providing reports to the Districts. District staff are in communication with the County regarding these Funds, as well as CAL FIRE staff, and will continue discussions to define the purpose and proper protocols to utilize these Funds.

### Overview of Finance Office

There are five areas of work tasks in the Finance Office:

1. Fiscal Year 2016-17 Audit,
2. Bringing District Finances current,
3. Establishing internal controls to prevent re-occurring financial discrepancies,
4. Securing new financial software,
5. Fiscal Year 2018-19 Budget Development.

With Vavrinek, Trine and Day (VTD) staff only two days a week, working on all four fronts is not possible. Staff is focusing their efforts on tasks 2-5, and is delaying the Fiscal Year 2016-17 to the Fall of 2018. A dual audit could also be considered, which would save costs.

District staff spoke with the County Assistant Auditor-Controller regarding opportunities to partner with the County and their financial software system, as the District had done in the past. Due to the County's financial system upgrade, which is occurring now, the County was unable to assist. With the County option unavailable, staff is seeking quotes to acquire financial

software, which is estimated to be approximately \$20,000. It is critical that this system be acquired and in place as soon as possible.

Work continues to bring the District's finances current. VTD's staffing structure has changed since much of the work has evolved to accounting tasks, such as journal entries and bank reconciliations. In addition, VTD is developing and implementing internal controls with District staff to prevent future discrepancies and have the Finance Office working efficiently. VTD has drafted budget templates for staff to begin work on the Fiscal Year 2018/19 Budget.

When the new the Finance/Human Resources Officer arrives, District staff will evaluate work being performed by VTD and develop a strategy, timeline and cost estimate to conclude their work in the Finance Office.

### **Possible Future Budget Adjustments**

In October 2017, the Board of Directors approved the Fiscal Year 2017-18 Budget. Since that time, several necessary, one-time expenditures have surfaced which are not included in the current budget.

- Continuing VTD Finance Services, estimate \$40,000+
- Labor Relations Consultant, \$8,000
- Finance Software, \$20,000
- Technology Firewall, \$7,300
- Cameron Park Lake Dam Emergency Action Plan , \$75,000
- New equipment for LLADs \$7,500

Staff is analyzing budget to actuals, looking for expenditure savings or additional revenues to fund these items, and may be bringing a specific budget adjustment forward to the Board of Directors next month.

### **Budget & Administration Committee**

The Budget and Administration Committee expressed concerns about the seemingly slow progress in the Finance Office and delaying the Fiscal Year 2016-17 audit beyond end of 2018. Improvements were suggested to the Budget to Actuals Report, to make the report more readable, such as providing sub-titles for Revenues and Expenditures, and aligning the line items for recreation and facility use revenues. More information about the Funds held at the County, the purpose of the Funds and how District can utilize the funds, was requested. Those report changes and additional information about District Funds held at the County will be provided to the Committee and Board in March.

Attachments:

A: Fiscal Year 2017-18, Quarter 2 Budget to Actuals Report, General Fund, LLAD, CCR

B: Cash at County Balances by Fund 12-31-2017

**CAMERON PARK COMMUNITY SERVICES DISTRICT**  
**Budget to Actual Analysis**  
*General Fund*  
 Quarter End December 31, 2017

| ACCOUNT                            | ACCOUNT DESC.                   | ANNUAL BUDGET       | Q2 YTD ACTUALS    | VARIANCE              | PCT         |
|------------------------------------|---------------------------------|---------------------|-------------------|-----------------------|-------------|
| <b>REVENUES</b>                    |                                 |                     |                   |                       |             |
| 4110                               | Property Tax                    | \$ 3,879,151        | \$ -              | \$ (3,879,151)        | -100%       |
| 4113                               | Franchise Fees                  | 161,000             | 46,505            | (114,495)             | -71%        |
| 4132                               | Fire - Plan Review              | -                   | 3,671             | 3,671                 | 100%        |
| 4133                               | Plan Review Fund 9              | 12,000              | -                 | (12,000)              | -100%       |
| 4145                               | Community Center You            | -                   | 9,992             | \$ 9,992              | 100%        |
| 4146                               | Community Center Adu            | -                   | 10,679            | 10,679                | 100%        |
| 4147                               | Youth Sports                    | -                   | 54,115            | 54,115                | 100%        |
| 4148                               | CC Adult Sports                 | -                   | 2,965             | 2,965                 | 100%        |
| 4149                               | Camp Revenues                   | -                   | 2,642             | 2,642                 | 100%        |
| 4153                               | Senior Programs                 | -                   | 4,231             | 4,231                 | 100%        |
| 4154                               | Recreation Program Revenue      | 327,139             | -                 | (327,139)             | -100%       |
| 4170                               | Special Events                  | 35,030              | 17,962            | (17,068)              | -49%        |
| 4180                               | CP Lake Day - Kiosk             | -                   | 21,744            | 21,744                | 100%        |
| 4181                               | CP Lake Season Pass             | -                   | 551               | 551                   | 100%        |
| 4182                               | CP Lake Reservations            | -                   | 5,125             | 5,125                 | 100%        |
| 4183                               | Summer Kids Camp                | -                   | 11,738            | 11,738                | 100%        |
| 4184                               | CP Lake Concessions             | -                   | 4,207             | 4,207                 | 100%        |
| 4185                               | Community Ctr Rental            | -                   | 30,532            | 30,532                | 100%        |
| 4186                               | CC Gym Rental                   | -                   | 18,171            | 18,171                | 100%        |
| 4187                               | Community Center Poo            | -                   | 42,758            | 42,758                | 100%        |
| 4190                               | Facility Use Revenue            | 250,000             | 14,230            | (235,770)             | -94%        |
| 4209                               | Brochure Ads                    | -                   | 750               | 750                   | 100%        |
| 4220                               | Summer Spectacular              | -                   | 4,134             | 4,134                 | 100%        |
| 4255                               | Sponsorships                    | 21,000              | 2,000             | (19,000)              | -90%        |
| 4260                               | JPA Reimbursable                | 1,039,000           | 59,328            | (979,672)             | -94%        |
| 4262                               | Fire Apparatus Equipment Reimb  | 75,000              | (24,501)          | (99,501)              | -133%       |
| 4400                               | Reimbursement                   | -                   | 134               | 134                   | 100%        |
| 4505                               | Interest                        | 7,000               | 401               | (6,599)               | -94%        |
| 4600                               | Other Income/Donations          | 7,000               | (75)              | (7,075)               | -101%       |
| <i>Total Revenues</i>              |                                 | <u>\$ 5,813,320</u> | <u>\$ 343,986</u> | <u>\$ (5,469,334)</u> | <u>-94%</u> |
| <b>EXPENDITURES</b>                |                                 |                     |                   |                       |             |
| 5000                               | Salaries - Permanent            | \$ 447,729          | \$ 179,085        | \$ (268,644)          | -60%        |
| 5010                               | Salaries - Seasonal             | 165,000             | 73,794            | (91,206)              | -55%        |
| 5020                               | Overtime                        | -                   | 316               | 316                   | 100%        |
| 5135                               | Health - Retired                | 106,121             | 44,344            | (61,777)              | -58%        |
| 5130                               | Health & Dental                 | 65,575              | 32,558            | (33,017)              | -50%        |
| 5140                               | Vision Insurance                | 2,786               | 588               | (2,198)               | -79%        |
| 5150                               | Retiree Benefits                | 119,263             | 68,576            | (50,687)              | -43%        |
| 5160                               | Worker's Comp                   | 13,531              | 5,929             | (7,602)               | -56%        |
| 5180                               | FICA/Medicare Employ            | 16,815              | 9,343             | (7,472)               | -44%        |
| 5190                               | UI/TT Contribution              | 9,250               | 9,239             | (11)                  | 0%          |
| <i>Total salaries and benefits</i> |                                 | <u>946,070</u>      | <u>423,773</u>    | <u>(522,297)</u>      | <u>-55%</u> |
| <b>EXPENDITURES</b>                |                                 |                     |                   |                       |             |
| 5209                               | Agency Admin                    | \$ 42,900           | \$ 19,944         | \$ (22,956)           | -54%        |
| 5210                               | Agency Administration Fee       | 76,400              | (75)              | (76,475)              | -100%       |
| 5215                               | Agriculture                     | 6,500               | 1,712             | (4,788)               | -74%        |
| 5220                               | Audit/Accounting                | 25,000              | 5,280             | (19,720)              | -79%        |
| 5221                               | Bank Charge                     | 12,700              | 9,137             | (3,563)               | -28%        |
| 5230                               | Clothing/Uniforms               | 4,850               | 2,247             | (2,603)               | -54%        |
| 5231                               | Computer Software               | 14,900              | 4,788             | (10,112)              | -68%        |
| 5235                               | Contractual Services            | 294,230             | 161,452           | (132,778)             | -45%        |
| 5236                               | Contractual Services - Provider | 3,624,070           | 99,837            | (3,524,233)           | -97%        |
| 5240                               | Cotractical Services -other     | 2,900               | 38,335            | 35,435                | 1222%       |
| 5250                               | Director Comp                   | 14,000              | 6,800             | (7,200)               | -51%        |

Q2 1718 Budget to Actual\_BOD

|                                    |                               |                     |                     |                       |             |
|------------------------------------|-------------------------------|---------------------|---------------------|-----------------------|-------------|
| 5260                               | EDC Dept Agency               | 5,400               | -                   | (5,400)               | -100%       |
| 5265                               | Educational Material          | 1,000               | 716                 | (284)                 | -28%        |
| 5270                               | Elections                     | -                   | -                   | -                     | 100%        |
| 5275                               | Equipment-Minor/Smal          | 18,600              | 2,782               | (15,818)              | -85%        |
| 5282                               | Deposit Fund                  | -                   | 4,466               | 4,466                 | 100%        |
| 5285                               | Fire & Safety Supplies        | 3,800               | 787                 | (3,013)               | -79%        |
| 5290                               | Fire Prevent & Insp           | -                   | 520                 | 520                   | 100%        |
| 5295                               | Fire Turnouts                 | 21,000              | 1,353               | (19,647)              | -94%        |
| 5296                               | Fire-Volunteer/Resident       | 29,200              | 39,711              | 10,511                | 36%         |
| 5300                               | Food                          | 5,500               | 3,181               | (2,319)               | -42%        |
| 5305                               | Fuel                          | 73,000              | 25,568              | (47,432)              | -65%        |
| 5310                               | Governmental Fees/Permits     | 16,650              | 4,698               | (11,952)              | -72%        |
| 5315                               | Household Supplies            | 24,550              | 9,365               | (15,185)              | -62%        |
| 5316                               | Instructors                   | 84,000              | 37,622              | (46,378)              | -55%        |
| 5317                               | Interest                      | -                   | 22                  | 22                    | 100%        |
| 5320                               | Insurance                     | 54,000              | 163                 | (53,837)              | -100%       |
| 5335                               | Legal Services                | 36,000              | 6,654               | (29,346)              | -82%        |
| 5340                               | Maint. - Vehicle Sup          | -                   | 978                 | 978                   | 100%        |
| 5345                               | Maintenance - Buildings       | 34,000              | 14,416              | (19,584)              | -58%        |
| 5350                               | Maintenance - Equipment       | 59,400              | 19,354              | (40,046)              | -67%        |
| 5355                               | Maintenance - Grounds         | 66,000              | 38,942              | (27,058)              | -41%        |
| 5360                               | Maintenance - Radios & Phones | 2,000               | 973                 | (1,027)               | -51%        |
| 5365                               | Maintenance - Tires & Tubes   | 12,000              | 4,779               | (7,221)               | -60%        |
| 5370                               | Maintenance - Vehicles        | 30,500              | 17,254              | (13,247)              | -43%        |
| 5375                               | Medical Supplies              | 200                 | 516                 | 316                   | 158%        |
| 5380                               | Memberships/Subscrip          | 10,575              | 8,473               | (2,102)               | -20%        |
| 5385                               | Mileage Reimburse             | 2,900               | 2,401               | (499)                 | -17%        |
| 5395                               | Miscellaenous                 | -                   | 5                   | 5                     | 100%        |
| 5400                               | Office Supplies               | 13,100              | 8,363               | (4,737)               | -36%        |
| 5405                               | Pool Chemicals                | 53,000              | 34,290              | (18,710)              | -35%        |
| 5410                               | Postage                       | 2,250               | 566                 | (1,684)               | -75%        |
| 5415                               | Printing                      | 1,475               | 74                  | (1,401)               | -95%        |
| 5420                               | Professional Service          | 94,500              | 129,152             | 34,652                | 37%         |
| 5421                               | Program Supplies              | 20,750              | 5,658               | (15,092)              | -73%        |
| 5425                               | Public & Legal Not            | 1,300               | 27                  | (1,273)               | -98%        |
| 5430                               | Radios                        | 500                 | 35                  | (465)                 | -93%        |
| 5431                               | Refund-Activity               | -                   | 967                 | 967                   | 100%        |
| 5435                               | Rent/Lease - Bldgs            | 12,300              | 1,002               | (11,298)              | -92%        |
| 5440                               | Rent/Lease - Equip            | 2,350               | 324                 | (2,026)               | -86%        |
| 5455                               | Staff Development             | 7,500               | 1,759               | (5,741)               | -77%        |
| 5465                               | Special Events Expense        | 17,500              | 8,322               | (9,178)               | -52%        |
| 5466                               | Summer Spectacular            | 52,000              | 8,276               | (43,724)              | -84%        |
| 5470                               | Telephone                     | 25,000              | 18,542              | (6,458)               | -26%        |
| 5480                               | Travel/Lodging                | 1,700               | 200                 | (1,500)               | -88%        |
| 5486                               | Tuition                       | -                   | 50                  | 50                    | 100%        |
| 5490                               | Utilities - Water             | 55,300              | 31,788              | (23,512)              | -43%        |
| 5492                               | Utilities - Elec/Gas          | 123,500             | 89,685              | (33,815)              | -27%        |
| 5500                               | Vandalism                     | 5,000               | 12                  | (4,988)               | -100%       |
| 5501                               | Cal Fire in Kind Barter       | 12,000              | 3,254               | (8,746)               | -73%        |
| 5625                               | Capital Equipment Ex          | -                   | 8,074               | 8,074                 | 100%        |
| <i>Total services and supplies</i> |                               | <u>5,209,750</u>    | <u>945,572</u>      | <u>(4,264,178)</u>    | <u>-82%</u> |
| <i>Total Expenditures</i>          |                               | <u>\$ 6,155,820</u> | <u>\$ 1,369,344</u> | <u>\$ (4,786,476)</u> | <u>-78%</u> |

CAMERON PARK COMMUNITY SERVICES DISTRICT  
 Budget to Actual Analysis  
 Fund 02 - CC&R  
 Quarter End December 31, 2017

| ACCOUNT                            | ACCOUNT DESC.                | ANNUAL BUDGET     | Q2 YTD ACTUALS   | VARIANCE           | PCT         |
|------------------------------------|------------------------------|-------------------|------------------|--------------------|-------------|
| <i>Revenues</i>                    |                              |                   |                  |                    |             |
| 4135                               | Special Assessment           | \$ 68,000         | \$ -             | \$ (68,000)        | -100%       |
| 4140                               | Arc Review Fees              | 11,475            | 9,550            | (1,925)            | -17%        |
| 4165                               | Transfer In                  | 22,519            | -                | (22,519)           | -100%       |
| <i>Total Revenues</i>              |                              | <u>\$ 101,994</u> | <u>\$ 9,550</u>  | <u>\$ (92,444)</u> | <u>-91%</u> |
| <i>Expenditures</i>                |                              |                   |                  |                    |             |
| 5000                               | Salaries - Permanent         | \$ 54,000         | \$ 28,413        | \$ (25,587)        | -47%        |
| 5150                               | Retirement Benefits          | 6,200             | 1,843            | (4,357)            | -70%        |
| 5160                               | Worker's Comp                | 525               | 312              | (213)              | -41%        |
| 5180                               | FICA/Medicare Employ         | 775               | 399              | (376)              | -48%        |
| 5190                               | UI/TT Contribtuion           | 434               | -                | (434)              | -100%       |
| <i>Total salaries and benefits</i> |                              | <u>61,934</u>     | <u>30,968</u>    | <u>(30,966)</u>    | <u>-50%</u> |
| 5209                               | Advestising/Marketing        | 425               | 41               | (384)              | -90%        |
| 5210                               | Agency Admin                 | 2,000             | -                | (2,000)            | -100%       |
| 5220                               | Audit/Accounting             | -                 | 1,760            | 1,760              | 100%        |
| 5221                               | Bank Charge                  | 200               | 125              | (75)               | -38%        |
| 5231                               | Computer Software            | 2,400             | 990              | (1,410)            | -59%        |
| 5235                               | Contractual Services - other | 100               | -                | (100)              | -100%       |
| 5240                               | Contractual Services         | 100               | 1,445            | 1,345              | 1345%       |
| 5260                               | EDC Department Agency        | 1,500             | -                | (1,500)            | -100%       |
| 5275                               | Equipment-Small Tool         | 100               | -                | (100)              | -100%       |
| 5300                               | Food                         | 50                | 79               | 29                 | 58%         |
| 5305                               | Fuel                         | 950               | -                | (950)              | -100%       |
| 5320                               | Insurance                    | 1,900             | -                | (1,900)            | -100%       |
| 5335                               | Legal Services               | 25,000            | 5,820            | (19,180)           | -77%        |
| 5345                               | Maint. - Buidlings           | -                 | 217              | 217                | 100%        |
| 5350                               | Maint. - Equipment           | 525               | 78               | (447)              | -85%        |
| 5370                               | Maint. - Vehicle Supplies    | 800               | 1,316            | 516                | 65%         |
| 5380                               | Memberships/Subscrip         | -                 | 30               | 30                 | 100%        |
| 5400                               | Office Supplies              | 1,000             | 1,664            | 664                | 66%         |
| 5410                               | Postage                      | 350               | 301              | (49)               | -14%        |
| 5415                               | Printing                     | 60                | -                | (60)               | -100%       |
| 5420                               | Professional Service         | 600               | 1,481            | 881                | 147%        |
| 5470                               | Telephone                    | 2,000             | 1,506            | (494)              | -25%        |
| 5492                               | Utilities - Elec/Gas         | -                 | 5,875            | 5,875              | 100%        |
| <i>Total services and supplies</i> |                              | <u>40,060</u>     | <u>22,727</u>    | <u>(17,333)</u>    | <u>-43%</u> |
| <i>Total Expenditures</i>          |                              | <u>\$ 101,994</u> | <u>\$ 53,695</u> | <u>\$ (48,299)</u> | <u>-47%</u> |



CAMERON PARK COMMUNITY SERVICES DISTRICT  
 Budget to Actual Analysis  
 Fund 30-50 - LL&Ds  
 Quarter End December 31, 2017

| ACCOUNT                            | ACCOUNT DESC.        | ANNUAL BUDGET     | Q2 YTD ACTUALS    | VARIANCE            | PCT          |
|------------------------------------|----------------------|-------------------|-------------------|---------------------|--------------|
| <i>Revenues</i>                    |                      |                   |                   |                     |              |
| 4135                               | Special Assessments  | \$ 269,323        | \$ -              | \$ (269,323)        | -100%        |
| <i>Total Revenues</i>              |                      | <u>\$ 269,323</u> | <u>\$ -</u>       | <u>\$ (269,323)</u> | <u>-100%</u> |
| <i>Expenditures</i>                |                      |                   |                   |                     |              |
| 5190                               | Salaries - Permanent | \$ 30,000         | \$ -              | \$ (30,000)         | -100%        |
| 5336                               | Salary/Benefits      | -                 | 22,875            | 22,875              | 100%         |
| 5190                               | Salary/Benefits      | -                 | -                 | -                   | 100%         |
| <i>Total salaries and benefits</i> |                      | <u>30,000</u>     | <u>22,875</u>     | <u>(7,125)</u>      | <u>-24%</u>  |
| 5210                               | Agency Admin Fee     | \$ 10,000         | \$ 17,106         | \$ 7,106            | 71%          |
| 5215                               | Agriculture          | 500               | 823               | 323                 | 65%          |
| 5230                               | Clothing/Uniform     | -                 | 622               | 622                 | 100%         |
| 5235                               | Contractual Service  | 45,000            | 19,548            | (25,452)            | -57%         |
| 5240                               | Contractual Service  | 1,000             | -                 | (1,000)             | -100%        |
| 5335                               | Contractual Service  | 5,000             | -                 | (5,000)             | -100%        |
| 5350                               | Contractual Service  | 5,000             | -                 | (5,000)             | -100%        |
| 5355                               | Contractual Service  | 59,723            | 27,313            | (32,410)            | -54%         |
| 5370                               | Contractual Service  | 600               | -                 | (600)               | -100%        |
| 5490                               | Utilities - Electric | 12,500            | 9,657             | (2,843)             | -23%         |
| 5492                               | Utilities - Electric | 100,000           | 54,003            | (45,997)            | -46%         |
| 5495                               | Utilites - Water/Irr | -                 | 4,188             | 4,188               | 100%         |
| <i>Total services and supplies</i> |                      | <u>239,323</u>    | <u>133,260</u>    | <u>(106,063)</u>    | <u>-44%</u>  |
| <i>Total Expenditures</i>          |                      | <u>\$ 269,323</u> | <u>\$ 156,136</u> | <u>\$ (113,187)</u> | <u>-42%</u>  |

Cameron Park CSD  
 Cash At County Balances by fund - 12/31/17  
 Source: El Dorado County EDCAT reports

| County Fund             | Our Fund | Name                       | Fund Status                 | GF Y/N             | 06-30-2017         | 12-31-17 Balance |              |
|-------------------------|----------|----------------------------|-----------------------------|--------------------|--------------------|------------------|--------------|
|                         |          |                            |                             |                    | Balance Per County | Per County       |              |
| 601-001                 | 01       | General Fund               | 01 - General Fund           | Unrestricted       | y                  | 512,985.85       |              |
| 601-002                 | 02       | CC&R                       | 02 - CC&R                   | Restricted         | n                  | 254,718.04       | 268,173.87   |
| 601-304                 | 03       | Quimby                     | 03 - Quimby                 | Restricted         | n                  | 31,839.44        | 31,974.71    |
| 601-320                 | 04       | AB 1600 /Park Impact       | 04 - AB 1600 /Park Impact   | Restricted         | n                  | 444,716.31       | 542,984.84   |
| 601-355                 | 05       | Fire Training              | 05 - Fire Training          | Fiduciary Internal |                    | 15,887.54        | 15,955.04    |
| 601-321                 | 06       | Fire Development           | 06 - Fire Development       | Restricted         |                    | 1,286,223.77     | 1,318,510.36 |
| 601-325                 | 07       | Fire Equip Replacement     | 07 - Fire Equip Replacement |                    |                    | 32,893.50        | 33,033.26    |
| 601-351                 | 08       | to be rolled to fund 9     | 08 - to be rolled to fund 9 |                    | n                  | 22,579.93        | 22,579.93    |
| 601-301                 | 09       | Fire Prevention            | 09 - Fire Prevention        | Restricted         | n                  | 15,164.43        | 15,159.28    |
|                         | 10       | JPA                        | 10 - JPA                    | Fiduciary Tracking |                    |                  |              |
| 601-306                 | 30       | Airpark LL&D               | 30 - Airpark LL&D           | Restricted         |                    | 114,614.50       | 12,231.54    |
| 601-307                 | 31       | Unit 6 LL&D                | 31 - Unit 6 LL&D            | Restricted         |                    | 58,536.03        | 66,681.07    |
| 601-308                 | 32       | Unit 7 LL&D                | 32 - Unit 7 LL&D            | Restricted         |                    | 58,264.65        | 65,360.73    |
| 601-309                 | 33       | Unit 8 LL&D                | 33 - Unit 8 LL&D            | Restricted         |                    | 62,657.47        | 70,414.15    |
| 601-310                 | 34       | Viewpoint LL&D             | 34 - Viewpoint LL&D         | Restricted         |                    | 14,540.82        | 17,417.25    |
| 601-311                 | 35       | Golderado LL&D             | 35 - Golderado LL&D         | Restricted         |                    | 9,131.82         | 12,205.62    |
| 601-312                 | 36       | Unit 11 LL&D               | 36 - Unit 11 LL&D           | Restricted         |                    | 31,000.17        | 34,016.23    |
| 601-313                 | 37       | Unit 12 LL&D               | 37 - Unit 12 LL&D           | Restricted         |                    | 50,854.56        | 57,150.18    |
| 601-314                 | 38       | Cameron Woods 1-4 LL&D     | 38 - Cameron Woods 1-4 LL&D | Restricted         |                    | 31,435.80        | 36,054.49    |
| 601-315                 | 39       | Bar J15A LL&D              | 39 - Bar J15A LL&D          | Restricted         |                    | 100,576.32       | 112,587.11   |
| 601-316                 | 40       | Bar J15B LL&D              | 40 - Bar J15B LL&D          | Restricted         |                    | 43,177.28        | 48,782.33    |
| 601-317                 | 41       | Creekside LL&D             | 41 - Creekside LL&D         | Restricted         |                    | 6,402.31         | 7,369.31     |
| 601-318                 | 42       | Eastwood LL&D              | 42 - Eastwood LL&D          | Restricted         |                    | 276,161.51       | 299,907.54   |
| 601-350                 | 43       | David West LL&D (Crazy Hor | 43 - David West LL&D (Crazy | Restricted         |                    | 73,588.55        | 83,354.46    |
| 601-322                 | 44       | Cambridge Oaks LL&D        | 44 - Cambridge Oaks LL&D    | Restricted         |                    | 11,484.63        | 12,136.33    |
| 601-323                 | 45       | Northview LL&D             | 45 - Northview LL&D         | Restricted         |                    | 122,663.44       | 137,789.31   |
| 601-324                 | 46       | Cameron Valley ll&d        | 46 - Cameron Valley ll&d    | Restricted         |                    | 80,932.41        | 87,287.84    |
| 601-327                 | 47       | Cameron Woods 8 LL&D       | 47 - Cameron Woods 8 LL&D   | Restricted         |                    | 317.96           | 317.96       |
| 601-326                 | 48       | Silver Springs LL&D        | 48 - Silver Springs LL&D    | Restricted         |                    | 2,835.74         | 2,847.79     |
| 601-328                 | 49       | Bell Woods                 | 49 - Bell Woods             | Restricted         |                    | 45,284.10        | 48,786.59    |
| 601-330                 | 50       | BarJ a5ANo 2               | 50 - BarJ a5ANo 2           | Restricted         |                    | 47,293.48        | 59,297.53    |
| 601-303                 | 70       | Community Center           | 70 - Community Center       |                    |                    | 0.50             | 0.50         |
|                         | 71       | Scholarship                | 71 - Scholarship            | Fiduciary Internal |                    |                  |              |
|                         | 72       | Pedestrian Bridge          | 72 - Pedestrian Bridge      | Restricted         |                    |                  |              |
|                         | 73       | Lagoon Upgrade             | 73 - Lagoon Upgrade         | Fiduciary Internal |                    |                  |              |
|                         | 80       | Per Capita Grant           | 80 - Per Capita Grant       | Fiduciary Internal |                    |                  |              |
|                         | 81       | Promotional Grant          | 81 - Promotional Grant      | Fiduciary Internal |                    |                  |              |
| 601-353                 | 90       | Go Bond                    | 90 - Go Bond                | Restricted         |                    | 60,070.92        | 336,205.96   |
| Not in our books        |          |                            |                             |                    |                    |                  |              |
| 601-305                 |          | Sports Fund                |                             |                    |                    |                  |              |
| Total - cash at county: |          |                            |                             |                    |                    | 3,918,833.78     | 3,855,207.92 |