



RECREATION & PARK DISTRICT  
6626 Skyway  
Paradise, CA 95969  
Email: [info@ParadisePRPD.com](mailto:info@ParadisePRPD.com)

# Paradise Recreation & Park District

Agenda Prepared: 9/28//2023  
Agenda Posted: 9/29/2023  
Prior to: 5:00 PM

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## NOTICE OF BOARD OF DIRECTORS COMMITTEE MEETING

**Committee:** Finance Committee (*Anderson/McGreehan*)  
**Date:** Wednesday, October 4, 2023  
**Time:** 1:30 PM  
**Location:** Via Teleconference and Terry Ashe Recreation Center, Room A

Notice:

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to [bodclerk@prpd.com](mailto:bodclerk@prpd.com) before 1:00 p.m. on the day of the meeting and they will be read into the record. Please use the link to join the webinar: Join Zoom Meeting <https://us02web.zoom.us/j/89394583808?pwd=MVBFUlhqTTE1LzFFRUJpTzZ2S1Vsdz09>

Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose) (or) +1 346 248 7799 US (Houston)  
Meeting ID: 893 9458 3808 Password: 6626

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**AGENDA:**

- The Committee will meet to:
1. Consideration of Nexus Study Proposal
  2. Draft of Lakeridge Park MOU with Rotary

[https://paradiseprpd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_Committee.Finance/2023/FC\\_23.1004/FC\\_23.1004.Agenda.docx](https://paradiseprpd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Finance/2023/FC_23.1004/FC_23.1004.Agenda.docx)



DATE: 9/29/2023  
TO: Finance Committee  
FROM: Sarah Hoffman, Administrative Assistant III  
SUBJECT: Impact Fees Nexus Study Proposal

## Summary

SCI Consulting Group ("SCI") submitted a proposal to provide a Park Impact Fee Nexus Study Update ("Nexus Study") and related consulting services for the District. The Nexus Study would establish the legal and policy basis for updating the District's park impact fees. The study complies with the requirements of the Mitigation Fee Act, which are as follows:

- Identify the purpose of the fee.
- Identify the use to which the fee is to be put.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed ("benefit relationship")
- Determine how there is a reasonable relationship between the need for the park and recreational facilities and the type of development project on which the fee is imposed ("impact" or "need" relationship).
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable

Fees should be updated on a regular basis. The last Nexus study was completed in October 2014. Both the Town and County impact fees for Single and Multi-Family dwellings were raised in February 2015 with the approval of resolutions.

**Recommendation:** Review and provide input before BOD consideration

## 1. Fiscal Impact

The proposal has a not to exceed cost of \$20,62, unless they are requested to do out-of-scope work, which will then be an additional \$227 per hour. The results of the study will likely result in increased revenue associated with updated impact fees. The fees can then be used to improve and construct new facilities and parks within the District.

## Attachments:

- A. Proposal for Park Impact Fee Nexus Study Update and Related Consulting Services

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_Committee.Finance/2023/FC\\_23.1004/BOD.Nexus.Study.Report\\_23.0929.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Finance/2023/FC_23.1004/BOD.Nexus.Study.Report_23.0929.docx)  
9/29/2023

Tuesday, September 12, 2023

**Submitted via email**

defseaff@paradisepd.com

Dan Effeaff, District Manager  
Paradise Recreation and Park District  
6626 Skyway  
Paradise, CA 95969

**Re: Proposal for Park Impact Fee Nexus Study Update and Related Consulting Services**

Dear Dan:

**SCI Consulting Group** (“SCI”) is pleased to submit, for your review, this proposal to provide a Park Impact Fee Nexus Study Update (“Nexus Study”) and related consulting services for the Paradise Recreation and Park District (“District”). The Nexus Study would establish the legal and policy basis for updating the District’s park impact fee program. Specifically, the Nexus Study Update and the fee program would comply with the substantive and procedural requirements of the Mitigation Fee Act (“Act”), which are as follows:

- Identify the purpose of the fee.
- Identify the use to which the fee is to be put.
- Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed (“benefit relationship”).
- Determine how there is a reasonable relationship between the need for the park and recreational facilities and the type of development project on which the fee is imposed (“impact” or “need” relationship”).
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (“rough proportional relationship”).

We would utilize a standards-based methodology to update the District’s park impact fee. Under this method, the cost components are based on level of service (“LOS”) standards and defined on a per capita basis. These costs are then applied to different land uses according to their respective average household density or employment density to establish a cost/fee per unit or square foot of building area.

SCI has been serving California public agencies for over 38 years. We firmly believe that our extensive expertise with park impact fee programs, Quimby programs, our familiarity with the District and the County of Butte, and other park and recreation funding mechanisms offer the District the best opportunity to update the fee program in the timeliest, legally compliant, and defensible manner.

Our approach to the Nexus Study would be based on close interaction and coordination with District staff and other key stakeholders. If selected, SCI would provide comprehensive services in a manner that limits the time and resources of District staff. We do not have any work commitments that would interfere with their responsiveness and ability to complete the projects within a reasonable timeframe.

We look forward to the opportunity to assist the District with these important projects and stand ready to proceed. Please get in touch with me if you would like to discuss any aspect of our proposal. I can be reached at 707-816-9101 or via email at [blair.aas@sci-cg.com](mailto:blair.aas@sci-cg.com). My LinkedIn profile can be reached at <https://www.linkedin.com/in/blairaas/>.

Sincerely,

A handwritten signature in blue ink that reads "Blair Aas". The signature is written in a cursive style with a large, stylized 'A'.

Blair E. Aas  
Director - Principal

cc: Melanie Lee, SCI Consulting Group

## WORK PLAN AND APPROACH

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Based on our current understanding of the projects and the technical analysis and services needed by the District, we propose the following scope of work and approach:

**Task 1: Initial Research and Planning.** SCI will first coordinate a pre-kick-off virtual meeting to discuss the process of gathering all the available data and cost estimates needed for the project. SCI will review the District's Park and Recreation Master Plan, applicable enabling Town and County ordinances, and other technical studies and plans related to the District's funding of park and recreational facilities. SCI will then coordinate a project kick-off virtual meeting with the District to discuss the goals and objectives, proposed methodologies, and approaches and develop a detailed timeline, task list, and deliverables for the project.

**Task 2: Impact Analysis and Fee Determination.** Utilizing the information gathered in Task 1, SCI will determine the maximum park impact fees to fund new development's fair allocation of the proposed park and recreational facilities. Upon completion of the initial cost allocation and fee determination, SCI will review the technical analysis, key findings, and recommendations with District staff and make any adjustments as necessary. SCI and the District will need to maintain a productive dialogue throughout this process to ensure the assumptions and cost estimates are technically defensible and comply with the requirements of the Act.

**Task 3: Nexus Study Administrative Review Draft.** SCI will then prepare a draft Nexus Study Report for administrative review and comment. The Nexus Study will summarize the fee methodology, approach, technical analysis, and documentation to support the maximum park impact fee. The Nexus Study will also provide the required findings to demonstrate compliance with the nexus requirements of the Act. Furthermore, the Nexus Study will summarize the adoption, accounting, reporting, and transparency requirements of the Act for implementation and annual administration of the updated fee program.

**Task 4: Public Review Draft and Stakeholder Outreach.** After reviewing the Administrative Draft Report, SCI will provide a Public Review Draft of the Nexus Study according to one set of consolidated comments from the District. SCI will present the Public Review Draft and the fee program before the District Board of Directors ("District Board"), area developers, and other key stakeholders, as necessary. These stakeholder outreach meetings aim to educate internal and external stakeholders on the purpose and details of the fee program and solicit their input and support. A PowerPoint presentation will be prepared to succinctly present the District's plans, an overview of key findings and recommendations, and the proposed fee schedule. SCI can assure the District that readers will find the Nexus Study easy to read, calculations easy to follow, and assumptions supported and documented.

**Task 5: Nexus Study Final Report and District Board Approval.** After incorporating input from the various stakeholders, SCI will make necessary changes based on one set of consolidated comments from the District and provide a Nexus Study Final Report. At this late stage, any significant changes in the methodology and approach may be invoiced separately at SCI's hourly billing rates for the additional work. SCI will also review and present the Nexus Study and updated fee program before the District Board and the public for approval. SCI will also provide the District with a draft fee-setting resolution and notice of public hearing to approve the updated fee program.

### **Task 6: Town Council Adoption**

Upon approval of the fee program by the District Board, SCI will also review and present the Nexus Study and fee program before Town staff, the Town Attorney, and eventually the Town Council and public for adoption.

### **Task 7: County Board of Supervisors Adoption**

Upon approval of the fee program by the District Board, SCI will also review and present the Nexus Study and fee program before County staff, County Counsel, and eventually the County Board of Supervisors and public for adoption of the fee program to be imposed within the unincorporated area of the District.

**Task 8: On-Going Administration Guidance.** At SCI, our work doesn't end with the adoption of the updated fee program. After the adoption, SCI will hold a complimentary virtual meeting with responsible District staff to guide them in the implementation and annual administration of the updated fee program. SCI is also available for ongoing questions regarding the collection, accounting, reporting, transparency, and use of the fee revenue. At any time, involved questions or tasks requiring more than an hour of work may be invoiced at our current hourly billing rate.

**Meetings.** We anticipate the need for at least three (3) in-person meetings. Additional in-person meetings requested by the District will be billed at our 2023 hourly billing rates for the duration of the project. All other project meetings, stakeholder outreach meetings, and presentations will be conducted remotely via video or voice conference. Video and voice conferences are not considered in-person meetings in this Work Plan.

### **Project Deliverables:**

- Information and data request list
- Project Timeline
- Nexus Study Administrative Review Draft (PDF)
- Nexus Study Public Review Draft (PDF)
- Nexus Study Final Report (PDF)
- List of park impact fees of comparable jurisdictions
- Outreach, Council, and Board of Supervisors presentations (PPT)
- Draft notice of public hearing (MS Word)
- Draft fee setting resolution (MS Word)
- Fee Implementation and Administration Training Session

### **TIMELINE**

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We anticipate that preparation of the Public Review Nexus Study and stakeholder outreach meetings will take approximately two months. The timeline will, in part, depend upon the availability of the required data, cost estimates, and level of stakeholder outreach. District Board approval of the fee program could occur the following month or the subsequent month, depending upon the District Board's meeting calendar and ability to satisfy the 30-day noticing requirement. Adoption by the Town Council and County Board of Supervisors could occur two months later. As the law requires, the updated park impact fee may become effective no earlier than sixty days after adoption. A detailed timeline for the project will be prepared in Task 1.

## **DISTRICT RESOURCES**

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SCI will carry out all tasks specified in the Work Plan and any other related services, as appropriate, for preparing the Nexus Study and adopting the updated fee program. The District would be responsible for the following:

- Meet or periodically participate in video or voice conference calls with SCI as needed.
- Provide information and documentation regarding the District's capital improvement plan, park and recreation master plan, park inventory, and additional data as requested.
- Information on planned future development in the fee program area.
- Designate a District point of contact with authority to act on its behalf regarding the Work Plan.
- Assist with planning, review, and coordination of action items.

## **PROJECT TEAM**

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If selected, Blair Aas, Director of Planning Services, would serve as the project manager and principal-in-charge. Melanie Lee, Senior Consultant, would also be minimally involved with the technical analysis and preparation of the Nexus Study. No subconsultants will be needed for the project. The two of us do not have any work commitments that would interfere with their responsiveness and ability to complete the project within a reasonable timeframe.

Blair Aas' professional qualifications and a list of relevant project experience are provided at the end of this proposal.

## **ABOUT SCI CONSULTING GROUP**

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Established in 1985, **SCIConsultingGroup**, a California Corporation, is a recognized public finance consulting firm with leading expertise in assisting California public agencies with local funding of public services and improvements. We also possess industry-leading expertise with the important legal and procedural requirements for establishing development impact fee programs, Community Facilities Districts, Benefit Assessment Districts, and other local financing mechanisms. SCI has prepared over 200 development impact fee nexus studies and facility financing plans. SCI has also formed and annually administers nearly 1,000 special taxes, assessments, and fees over 200 public agencies throughout the State.

Blair Aas, Director of Planning Services, will serve as the project manager and the District's primary point of contact. Blair is a recognized expert on development impact fees and has served California public agencies as an impact fee consultant for over 21 years. His professional qualifications and a list of relevant project experience are provided at the end of this proposal.

This expertise and experience will ensure that the District's goals and objectives are met successfully, collaboratively, on schedule, and on budget.

**PARK AND RECREATION AGENCY CLIENTS (partial list) \***

**Arbuckle RPD**  
**Arcade Creek RPD**  
Arden Park RPD  
Auburn RPD  
Bear River RPD  
**Cameron Park CSD**  
**Carmichael RPD**  
**City of Amador City**  
City of Angels  
**City of Belmont**  
City of Colusa  
City of Diamond Bar  
**City of Dixon**  
City of Folsom  
**City of Ione**  
**City of Jackson**  
City of Lompoc  
**City of Los Alamitos**  
City of Menlo Park  
City of Moorpark  
City of Palmdale  
**City of Placentia**

**City of Placerville**  
**City of Plymouth**  
City of San Diego  
**City of Sutter Creek**  
**City of Temple City**  
City of Vacaville  
**Chico Area RPD**  
**Conejo RPD**  
Cordova RPD  
Cosumnes CSD  
**County of Amador**  
**County of Contra Costa**  
**County of El Dorado**  
County of Placer  
County of Sacramento  
County of San Joaquin  
County of Solano  
County of Ventura  
**Durham RPD**  
Easton CSD  
**El Dorado Hills CSD**  
**Fair Oaks RPD**

**Feather River RPD**  
Fulton-El Camino RPD  
Garden Valley Ranch Estates CSD  
**Georgetown Divide RD**  
**Mission Oaks RPD**  
Monterey Peninsula Regional PD  
Mtn. Rec. Conservation Auth.  
**North Highlands RPD**  
**Orangevale RPD**  
**Paradise RPD**  
**Pleasant Valley RPD**  
Rancho Simi RPD  
**Rio Linda Elverta RPD**  
Santa Clara Valley OSA  
**Sunrise RPD**  
**Truckee-Donner RPD**  
Twain Harte CSD

**\* Park Impact Fee Programs /  
Quimby Programs in Bold**

**OTHER INFORMATION**

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**Accountability and Warranties.** Our approach to the Nexus Study would be based on close interaction and coordination with District staff and key stakeholders. If selected, SCI would provide comprehensive services that limit the District's time and resources, following solid project management principles. We will ensure that the project deliverables will be of the highest quality, legally defensible, and delivered timely and on budget.

**Employment Policies.** SCI Consulting Group ensures compliance with all civil rights laws and other related statutes. SCI does not and shall not discriminate against any employee in the workplace, against any applicant for such employment, or against any other person because of race, religion, sex, color, national origin, handicap, age, or any other arbitrary basis.

**Conflict of Interest Statements.** SCI has no known past, ongoing, or potential conflicts of interest for working with the District, performing the Work Plan, or any other service for this project.

**Independent Contractor.** SCI shall perform all services included in this proposal as an independent contractor if selected.

**Insurance Requirements.** SCI carries professional errors and omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount



of \$2 million per occurrence and \$4 million aggregate. SCI will provide the District with a certificate of insurance upon request.

**Cancellation.** The District or SCI may end the engagement without cause with reasonable written notice. In the event that the engagement is canceled, payment shall still be due for all work performed, including any portion of a task, by SCI through the date of the notification of cancellation.

**Business License.** SCI has a current and valid business license tax certificate and will make it available to the District upon request.

## **FEE SCHEDULE / MANNER OF PAYMENT**

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In consideration of the work accomplished detailed in the Work Plan, SCI shall be compensated as detailed below. Our professional fees are based on our understanding of the District's needs and the level of effort we expect is necessary to complete the Work Plan successfully.

<b>TASK</b>	<b>Fixed Fee</b>
Task 1: Initial Research and Planning	\$2,680
Task 2: Impact Analysis / Fee Determination	\$3,580
Task 3: Nexus Study Administrative Review Draft	\$3,180
Task 4: Public Review Draft / Stakeholder Outreach	\$2,270
Task 5: Nexus Study Final Report; District Council Adoption	\$2,720
Task 6: Town Council Adoption	\$2,720
Task 7: County Board of Supervisors Adoption	\$2,720
Task 8: On-Going Fee Administration Guidance	No Charge*
<b>SUBTOTAL</b>	<b>\$19,870</b>
Incidental Costs ("NTE")	\$750
<b>TOTAL</b>	<b>\$20,620</b>

The scope of work includes up to three (3) in-person meetings and 6 hours of Task 4 stakeholder outreach. Compensation for additional in-person meetings, additional Task 4 stakeholder outreach, and out-of-scope services shall be billed at the hourly billing rate of \$227 per hour. Travel time for additional in-person meetings shall be billed at 50% of the hourly bill rate. Video and voice conferences are not considered in-person meetings in this Work Plan. Incidental costs incurred by SCI for purchasing property or statistical data, travel, and other out-of-pocket expenses incurred in performing the Work Plan shall be reimbursed at actual cost and shall not exceed \$750 without approval from the District.

After completing each task, SCI shall submit an invoice for the work performed. Payments shall be due and payable upon submitting an invoice for each completed task.

\* Involved questions or requested information in Task 8 requiring more than an hour of effort may be invoiced at our current hourly billing rate.

\*\* The park impact fee justified by the Nexus Study will include and recover the costs associated with preparing and implementing the Nexus Study and related consulting services.

**PROJECT RESUME** **BLAIR AAS, DIRECTOR**  
**Impact Fee Consultant, Principal-in-Charge**

**EDUCATION**

Bachelor of Arts, Economics  
Boise State University

**RELEVANT AFFILIATIONS**

City of Vacaville Parks and  
Recreation Commission, Member  
California Special Districts  
Association (CSDA)  
CSDA Legislative Committee,  
Member  
California Society of Municipal  
Finance Officers (CSMFO)  
California Association of Park and  
Recreation Districts (CARPD)  
California Parks and Recreation  
Society (CPRS)

**SPEAKING ENGAGEMENTS**

“Strategies to Increase Funding  
for Fire Service 101” – California  
Fire Chiefs Association Annual  
Conference, September 2021  
“The Proper Care and Feeding of  
Developments Impact Programs”  
- SCI Webinar Series, April 2019  
“Revenue Enhancement  
Opportunities and Challenges” –  
CSMFO Annual Weekend Training  
Seminar, November 2016

**PUBLICATIONS**

“Development Impact Fees - New  
Standards and Transparency  
Requirements” - CSDA New Law  
Series, December 2021  
“New Development Impact Fee  
Restrictions and Reporting  
Requirements” - CSDA New Law  
Series, November 2019

**IMPACT FEE CONSULTANT  
FOR 21 YEARS**

**HIGHLIGHTS**

With over 21 years of experience in public finance, Blair Aas has developed extensive expertise in assisting public agencies in addressing the financial impact of new development. Blair specializes in creating development impact fee programs, developer mitigation agreements, Quimby programs, Mello-Roos CFD formations, and other new revenue mechanisms to fund the need for new or increased public services and facilities. He has conducted over 175 new fee programs and updates over his career.

Blair is a recognized expert on development impact fee programs and Quimby programs and a frequent presenter on local funding mechanisms for public agencies at annual conferences and area workshops held by the CSDA, CSMFO, CPRS, and CARPD. Blair is a commercial associate member of the California Society of Municipal Finance Officers, a CSDA Legislative Committee and Revenue Expert Working Group member, and a Parks and Recreation Commissioner for the City of Vacaville.



**RECENT AND RELEVANT PROJECT EXPERIENCE**

Pleasant Valley RPD – Park Impact Fee Nexus Study and Update (2021)  
Truckee-Donner RPD - Park Impact Fee Nexus Study and Updates (2007, 2013, 2021)  
Sonoma County Fire Agencies – Fire Impact Fee Nexus Studies (2021) – Sonoma County FD, Sonoma Valley FD  
Sacramento County Recreation and Park Districts (2010, 2021) – Park Impact Fee Nexus Studies and Updates - Arcade Creek RPD, Carmichael RPD, Fair Oaks RPD, Mission Oaks RPD, North Highlands RPD, Orangevale RPD, Rio Linda Elverta RPD, Sunrise RPD  
Solano County Fire Agencies – Fire Impact Fee Nexus Studies and Updates (2014, 2021) – Vacaville FPD, Dixon FPD, Cordelia FPD, Suisun FPD  
City of Placerville – Park Impact Fee Nexus Study and Quimby Study (2016)  
Conejo RPD – Quimby Land Dedication and In-Lieu Fee Study (2015, 2023); Park Impact Fee Nexus Study (2023); Long-Term Financing Plan  
City of Placentia – Citywide Development Impact Fee Nexus Study (2018)  
Amador County Parks – Countywide Park Impact Fee Nexus Study (2016) – Amador City, Amador County, City of Jackson, City of Lone, City of Pioneer, City of Plymouth  
All El Dorado County Fire Agencies (2015-2019) – Fire Impact Fee Nexus Studies - Cameron Park FD, Diamond-Springs El Dorado FPD, El Dorado County FPD, El Dorado Hills FD, Garden Valley FPD, Georgetown FPD, Lake Valley FPD, Mosquito FPD, Pioneer FPD, Rescue FPD

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**2023 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND  
ROTARY OF PARADISE**

This Memorandum of Understanding (“MOU”) is executed on the date last set forth below opposite the parties’ signatures by and between Rotary of Paradise, a California nonprofit public benefit corporation and Paradise Recreation and Park District, a California recreation and park district (“PRPD”) and is based upon the following facts:

A. PRPD Staff and Rotary Club representatives have met to discuss the Rotary Club of Paradise’s desire to contribute to purchase playground equipment for the proposed Lakeridge Park in Magalia, CA.

B. Both the Rotary Club of Paradise and the Paradise Rotary Foundation have set aside ten thousand dollars each or twenty thousand dollars (\$20,000) total toward the purchase of playground equipment for Lakeridge Park. These funds may serve as a match with a grant from the California Parks and Recreation Society and the playground equipment company Gametime, which significantly amplifies the Rotary contributions.

C. The PRPD Board of Directors will recognize the contributions of the Rotary Club of Paradise and the Paradise Rotary Foundation with a commemorative plaque near installed playground feature(s) as PRPD has done with previous donations. The language on the plaque will be agreeable to both parties.

D. PRPD will also include the Rotary Club of Paradise and the Paradise Rotary Foundation in the the dedication ceremony to open the facility and will offer volunteer opportunities for tasks for the park or playground installation to provide hands-on projects within the capabilities of members.

1. **Term.** The term of this MOU shall commence October 11, 2023, and conclude by October 1, 2026, with the option of a 1-year extension. Either party may terminate this MOU without cause with a written 30-day notice.

Executed at Paradise, California on the dates set forth below opposite the parties' signatures below.

**Rotary Club:**

\_\_\_/\_\_\_, 2023

By: \_\_\_\_\_  
....., President

\_\_\_/\_\_\_, 2023

By: \_\_\_\_\_  
....., Secretary

**PRPD:**

Paradise Recreation and Park District, a  
California recreation and park district

\_\_\_/\_\_\_, 2023

By: \_\_\_\_\_  
Dan Efseaff, District Manager

[https://paradisepd-my.sharepoint.com/personal/shoffman\\_paradisepd\\_com/Documents/PRPD.Rotary.MOU.docx](https://paradisepd-my.sharepoint.com/personal/shoffman_paradisepd_com/Documents/PRPD.Rotary.MOU.docx)  
9/29/2023

DRAFT