

**AGENDA**  
**EL DORADO HILLS COUNTY WATER DISTRICT**  
**(FIRE DEPARTMENT)**  
**BOARD OF DIRECTORS**  
**SEVEN HUNDRED SEVENTY EIGHTH MEETING**  
**Thursday, April 19, 2018**  
**6:00 p.m.**  
***(1050 Wilson Blvd., El Dorado Hills, CA)***

- I. Call to Order and Pledge of Allegiance
- II. Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
  - A. Approve Minutes of the 777th Board meeting held March 15, 2018
  - B. Approve Financial Statements for March 2018

End Consent Calendar
- III. Oral Communications
  - A. EDH Professional Firefighters
  - B. EDH Firefighters Association
  - C. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- IV. Presentation
  - A. EDH Development Snapshot
- V. Correspondence
  - A. Letter Regarding the Diamante Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire), LAFCO Project No. 2014-01
  - B. Letter Regarding the Malcolm Dixon Road Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire), LAFCO Project No. 2013-01
  - C. Articles regarding National City Fire Department
- VI. Attorney Items
- VII. Committee Reports
  - A. Administrative Committee (Directors Durante and Hus)
    1. Review and approve the El Dorado Hills Firefighters Association Annual Stipend CVIS payment structure
  - B. Finance Committee (Directors Giraudo and Hus)
  - C. Ad Hoc Committee Reports
    1. Strategic Planning Committee (Directors Hus and Winn)
    2. Communications Committee (Directors Durante and Winn)
    3. Training Facility Committee (Directors Hartley and Durante)
    4. CSD/Fire Collaboration Committee (Directors Hartley and Durante)
    5. Station 91 Building Committee (Directors Winn and Giraudo)
    6. Cameron Park CSD/EDH Fire Collaboration Committee (Directors Durante and Hartley)

- VIII. Operations Report
  - A. Operations Report (Receive and file)
  - B. Review and update regarding Joint Powers Authority
- IX. Fiscal Items
  - A. Review revenue and expense forecast for fiscal year 2017/18
  - B. Review long-range forecast scenarios
- X. New Business
  - A. Review and approve Verizon Cell Phone Tower contract for Station 85
  - B. Review and approve Resolution 2018-02 to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Directors El Dorado Hills County Water District
  - C. Approve Resolution 2018-03 declaring an election be held in its Jurisdiction and consolidating with other Districts requesting election services
- XI. Old Business
- XII. Oral Communications
  - A. Directors
  - B. Staff
  - C. Schedule upcoming committee meetings
- XIII. Closed Session Items
  - A. Closed Session: Pursuant to Government Code Section 54956.9(d)(1); Conference with legal counsel regarding existing litigation; LisaMarie Mason v. El Dorado Hills County Water District, et. al.; United States District Court Case No. 2:18-cv-00223-MCE-AC
  - B. Closed Session: Pursuant to Government Code Section 54956.9(D)(1); Conference with legal counsel regarding existing litigation; One Matter; Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633
  - C. Closed Session: Pursuant to Government Code Section 54957(b)(1); Consideration of public employee appointment/employment; Positions under consideration: Fire Chief (Interim); Fire Chief (Permanent)
- XIV. Adjournment

*Director Barbara Winn will be attending via teleconference from:  
Doubletree Hotel Ontario Airport  
222 N. Vineyard Ave  
Ontario, CA 91764*

*Note: Action may be taken on any item posted on this agenda.*

***This Board meeting is normally recorded.***

# EL DORADO HILLS COUNTY WATER DISTRICT

## SEVEN HUNDRED SEVENTY SEVENTH MEETING OF THE BOARD OF DIRECTORS

---

Thursday, March 15, 2018

6:00 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

### I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Durante called the meeting to order at 6:00 p.m. and Chief Keating led the Pledge of Allegiance. Directors in attendance: Durante, Giraud, Hartley, Hus, and Winn. Staff in attendance: Chief Roberts and Director of Finance Braddock. Counsel Cook was also in attendance.

### II. CONSENT CALENDAR

- A. Approve Minutes of the 774th Board meeting held February 15, 2018
- B. Approve Minutes of the 775th Special Board meeting held February 26, 2018
- C. Approve Minutes of the 776th Special Board meeting held March 5, 2018
- D. Approve Financial Statements for February 2018

*Director Hartley made a motion to approve the consent calendar, seconded by Director Giraud and unanimously carried.*

### III. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters – None
- B. EDH Firefighters Association – Chief Roberts reported on behalf of the EDH Firefighters Association that they are starting to accept scholarship applications and plan to give 6-10 \$500 scholarships.
- C. Public Comment – Members of the public expressed their concerns regarding the Lisa Marie Mason v. El Dorado Hills County Water District litigation.

### IV. CORRESPONDENCE

- A. LAFCO letter regarding the Bass Lake North Annexation to the El Dorado Irrigation District
- B. Letter from DST

### V. ATTORNEY ITEMS

### VI. COMMITTEE REPORTS

- A. Administrative Committee (Directors Durante and Hus) – No report.
- B. Finance Committee (Directors Giraud and Hus) – Director Hus reported that the committee is recommending the transfer of the budgeted \$450,000 to the PARS pension account. He added that the Finance Committee discussed and agreed upon the financial forecast assumptions being presented to the Board for approval. Director of Finance Braddock stated that the changes in the assumptions since the committee meeting were due to using the Bay Area CPI and calculating

workers comp as a percentage of payroll.

**1. Approve transfer of \$450,000 to PARS Pension Account**

*Director Hus made a motion to approve transfer of \$450,000 to PARS Pension Account, seconded by Director Hartley, and unanimously carried.*

**2. Review and approve financial forecast assumptions**

*Director Hus made a motion to approve financial forecast assumptions, seconded by Director Giraud, and unanimously carried.*

**C. Ad Hoc Committee Reports**

- 1. Strategic Planning Committee (Directors Hus and Winn)** – Director Winn summarized the focus of the Strategic Planning Committee, highlighting the three items of concern as Communications, Deployment of Resources, and Long-term Financial Stability. Director Hus added that the committee would like to potentially engage outside consultants to help with the process.
- 2. Communications Committee (Directors Durante and Winn)** – No report.
- 3. Training Facility Committee (Directors Hartley and Durante)** – Chief Lilienthal reported that he went to the Planning Commission to request an extension on the Special Use Permit and it was approved for two years. He added that the civil improvement plans are at the County for approval.
- 4. CSD/Fire Collaboration Committee (Directors Hartley and Durante)** – Chief Roberts stated that he sent the letter declining a response to the Cameron Park CSD. He added that Rescue will also not be submitting a response.
- 5. Station 91 Building Committee (Directors Winn and Giraud)** – Chief Roberts reported that he anticipates the crews will be moving into the station prior to April 1<sup>st</sup>.

Counsel Cook stated that regarding the Heffren/Dodson parcel, there are no deed restrictions in the grant deed, but he is unable to access the records from Latrobe to verify that information. He stated that pending verification from the former Latrobe Board or Chief, the finance committee can proceed with a recommendation to surplus the property if they choose.

**VII. OPERATIONS REPORT**

- A. Operations Report (Receive and file)** – Chief Lilienthal stated that the Department along with the Sheriff’s Department are working on active shooter protocol and policies and will begin training in the near future.
- B. Review and update regarding Joint Powers Authority** – Chief Roberts reported that he has been making progress on establishing a fixed-rate contract with the JPA and said it will likely fall between \$1,000,000 and \$1,150,000 per ambulance.

**VIII. FISCAL ITEMS – None**

**IX. NEW BUSINESS**

- A. Review and vote to de-annex 207.89 acres of the business park property** – Chief Roberts explained that the business park is trying to de-annex 207.89 acres of their property and stated that he contacted the business park association who reported that they had no issues with the de-annexation, so Staff is recommending voting yes in support of this.

*Director Hus made a motion to de-annex 207.89 acres of the business park property, seconded by Director Giraud, and unanimously carried.*

- B. Review and approve Resolution 2018-01 initiating the 2018 Weed abatement program** – Chief Roberts stated that Resolution 2018-01 will allow the prevention department to initiate the 2018 Weed Abatement program.

Tim White, resident, pointed out that the attachment for the Resolution does not indicate that the numbers listed are APN numbers and suggested that modification to the document.

*Director Hartley made a motion to approve Resolution 2018-01 initiating the 2018 Weed abatement program with the recommended correction to the attachment, seconded by Director Winn, and unanimously carried (Roll Call: Ayes: 5; Noes:0).*

- C. Receive and file 2017 Annual Report** – Director Hus pointed out on page 18 of the Annual Report that the great majority of the District’s calls are EMS related and on page 20 that from 10:00 p.m. to 6:00 a.m. the District only receives 14.7% of the total calls.
- D. Review and approve the Department Ticket Policy** – Director of Finance Braddock explained that due to the donation from Disneyland of tickets for the firefighters, the Fair Political Practices Commission requires the Department to report the distribution of those tickets and have a Ticket Policy. Staff

recommended approval of the new Ticket Policy.

Director Hus recommended changing the title of the policy to Donated Ticket Policy and recommended that a lottery system be used instead of “first come, first serve” in a case where there was a limited supply.

*Director Hartley made a motion to approve the Department Ticket Policy with the recommended changes, seconded by Director Giraudo, and unanimously carried.*

**X. OLD BUSINESS**

- A. Update on 1/2 c Sales Tax Measure** – Chief Roberts reported that the packet included the polling results for the ½ c Sales Tax Measure and stated that he and Chief Keating were not in support of moving forward.
- B. Update on Cameron Park CSD RFP for Contracted Fire Service** – Updated under **Item VI-C.4.**

**XI. ORAL COMMUNICATIONS**

- A. Directors** – Director Hus verified with Staff that Rescue Fire Truck and EDH fire personnel would attend the Clarksville Day event on May 5<sup>th</sup>.
- B. Staff** – None
- C. Schedule upcoming committee meetings** – Moved after **Item XII. Closed Session**. The Board scheduled a Strategic Planning Committee meeting for March 22, at 4:00 p.m., and a Finance Committee Meeting for April 4, at 9:00 a.m.

**The Board adjourned to discuss Closed Session Item XII-A, XII-B and XII-C at 7:08 p.m.**

Director Winn left the meeting at 7:47 p.m.

**XII. CLOSED SESSION**

- A. Closed Session pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation; Title: Fire Chief David Roberts**
- B. Closed Session pursuant to Government Code Section 54956.9 (d) (1); Conference with legal counsel regarding existing litigation; LisaMarie Mason v. El Dorado Hills County Water District, et. al.; United States District Court Case No. 2:18-cv-00223-MCE-AC**
- C. Closed Session Pursuant to Government Code Section 54956.9(D)(1); Conference with legal counsel regarding existing litigation; One Matter; Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633**

The meeting reconvened at 8:08 p.m. The Board took no action during closed session.

**XIII. ADJOURNMENT**

*Director Hus made a motion to adjourn the meeting, seconded by Director Hartley, and unanimously carried.*

The meeting adjourned at 8:12 p.m.

Approved:

\_\_\_\_\_  
Jessica Braddock, Board Secretary

\_\_\_\_\_  
Greg Durante, President

DRAFT

**El Dorado Hills Fire Department**  
**Revenue and Expense Summary - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Actual March 2018	Actual YTD March 31, 2018	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
<b>Revenue</b>						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	16,271,887	309,278	10,371,171	(5,900,716)		} On track with property tax revenue budget.
3270 · Unsecured Tax Revenue	276,634	2,206	272,878	(3,756)		
3280 · Homeowners Tax Revenue	148,380	-	76,200	(72,180)		
3320 · Supplemental Tax Revenue	251,098	27,327	199,033	(52,065)		
3330 · Sacramento County Revenue	16,200	-	10,214	(5,986)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,840	570	8,142	(28,698)		Collection of Latrobe Base Revenue Transfer in January 2018 (\$500k)
3335.3 · Latrobe Base Transfer	180,000		500,000	320,000		
3340 · Property Tax Administration Fee	(404,964)	-	(307,782)	97,182		One-time charge from County in Dec-17
<b>Total 3240 · Tax Revenue</b>	<b>16,776,075</b>	<b>339,382</b>	<b>11,129,857</b>	<b>(5,646,218)</b>	<b>66%</b>	
3505 · Misc. Revenue, Vacant Lot	-	400	(4,851)	(4,851)	0%	
3506 · Misc. Revenue, Fire Prev. Fees	70,000	4,656	62,937	(7,063)	90%	
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	1,028,857	225,141	860,721	(168,136)	84%	Higher JPA OT vs. budget due to vacant positions. Offset by OT expense below
3513 · Rental Income (Cell site)	25,200	2,100	18,900	(6,300)	75%	
3515 · OES/Mutual Aid Reimbursement	560,000	167,089	524,246	(35,754)	94%	Timing of fire season
3520 · Interest Earned	80,000	1,165	80,578	578	101%	Interest rates higher than budgeted
3510 · Misc. Operating Revenue - Other	20,000	8,714	30,805	10,805	154%	Primarily workers' compensation reimbursements
<b>Total 3510 · Misc. Operating Revenue</b>	<b>1,714,057</b>	<b>404,208</b>	<b>1,515,250</b>	<b>(198,806)</b>	<b>88%</b>	
<b>Total Operating Revenue</b>	<b>\$ 18,560,131</b>	<b>\$ 748,646</b>	<b>\$ 12,703,193</b>	<b>\$ (5,856,938)</b>	<b>68%</b>	
3550 · Development Fee						
3560 · Development Fee Revenue	2,500,000	106,841	1,792,469	(707,531)	72%	
3561 · Development Fee Interest	-	8,050	47,834	47,834	100%	
<b>Total 3550 · Development Fee</b>	<b>2,500,000</b>	<b>114,891</b>	<b>1,840,303</b>	<b>(659,697)</b>	<b>74%</b>	
3570 · Proceeds from Sale of Assets	-	-	752,373	752,373	100%	Sale of business park 5-acre parcel
<b>Total Revenue</b>	<b>\$ 21,060,131</b>	<b>\$ 863,536</b>	<b>\$ 15,295,869</b>	<b>\$ (5,764,262)</b>	<b>73%</b>	



**El Dorado Hills Fire Department**  
**Revenue and Expense Summary - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Actual March 2018	Actual YTD March 31, 2018	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
<b>Expenditures</b>						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	5,931,801	649,517	4,425,689	1,506,112	75%	
6011 · Education/Longevity Pay	484,081	51,284	341,245	142,836	70%	
6016 · Salaries & Wages, Admin/Prev	643,697	74,345	465,616	178,081	72%	
6018 · Director Pay	17,850	-	8,995	8,855	50%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,561,587	135,727	1,444,283	117,304	92%	Several long-term vacancies filled with OT
6019.2 · Overtime, Outside Aid	480,000	148,153	443,307	36,693	92%	Timing of fire season
6019.3 · Overtime, JPA	155,479	19,312	154,187	1,292	99%	Several long-term vacancies filled with OT
Total 6019 · Overtime	2,197,066	303,192	2,041,777	155,289	93%	
6020 · P.E.R.S. Retirement	2,293,349	99,275	1,840,564	452,786	80%	Annual required lump sum payment made in July
6030 · Workers Compensation	819,067	46,748	555,611	263,456	68%	2018 premium savings
6031 · Life Insurance	6,224	-	4,157	2,067	67%	
6032 · P.E.R.S. Health Benefits	1,444,276	113,651	1,167,993	276,282	81%	Apr invoice paid in Mar
6033 · Disability Insurance	16,758	-	12,399	4,359	74%	
6034 · Health Cost of Retirees	881,479	49,270	792,503	88,976	90%	Annual lump sum payment made in July (\$300k). Apr invoice paid in Mar
6040 · Dental/Vision Expense	177,960	14,380	97,945	80,015	55%	
6050 · Unemployment Insurance	14,490	46	13,230	1,260	91%	
6060 · Vacation & Sick Expense Reserve	100,000	-	-	100,000	0%	
6070 · Medicare	134,842	14,946	102,737	32,105	76%	
Total 6000 · Salaries & Wages	15,162,941	1,416,655	11,870,461	3,292,479	78%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	52,800	-	48,168	4,632	91%	Annual uniform allowance paid in Jul & Jan
6102 · Other Clothing & Personal Supplies	47,683	5,391	34,046	13,637	71%	
Total 6100 · Clothing & Personal Supplies	100,483	5,391	82,214	18,269	82%	

**El Dorado Hills Fire Department**  
**Revenue and Expense Summary - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Actual March 2018	Actual YTD March 31, 2018	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
<b>6110 · Network/Communications</b>						
6111 · Telecommunications	50,544	3,344	32,405	18,139	64%	
6112 · Dispatch Services	50,000	-	29,311	20,689	59%	Q3 invoice not yet received
6113 · Network/Connectivity	41,225	3,338	29,909	11,316	73%	
<b>Total 6110 · Communications</b>	<b>141,769</b>	<b>6,682</b>	<b>91,625</b>	<b>50,144</b>	<b>65%</b>	
<b>6120 · Housekeeping</b>	<b>35,268</b>	<b>2,532</b>	<b>21,965</b>	<b>13,303</b>	<b>62%</b>	
<b>6130 · Insurance</b>						
6131 · General Insurance	55,000	-	50,094	4,906	91%	Annual insurance premium paid in September
<b>Total 6130 · Insurance</b>	<b>55,000</b>	<b>-</b>	<b>50,094</b>	<b>4,906</b>	<b>91%</b>	
<b>6140 · Maintenance of Equipment</b>						
6141 · Tires	21,791	-	18,371	3,419	84%	
6142 · Parts & Supplies	22,209	492	14,994	7,214	68%	
6143 · Outside Work	118,167	7,424	95,635	22,532	81%	
6144 · Equipment Maintenance	37,308	1,440	20,030	17,278	54%	
6145 · Radio Maintenance	24,279	-	12,952	11,326	53%	
<b>Total 6140 · Maintenance of Equipment</b>	<b>223,754</b>	<b>9,356</b>	<b>161,983</b>	<b>61,771</b>	<b>72%</b>	Total Equipment Maintenance on target to budget
<b>6150 · Maintenance, Structures &amp; Ground</b>	<b>98,364</b>	<b>4,417</b>	<b>69,649</b>	<b>28,715</b>	<b>71%</b>	
<b>6160 · Medical Supplies</b>						
6161 · Medical Supplies	5,867	639	4,817	1,050	82%	
<b>Total 6160 · Medical Supplies</b>	<b>5,867</b>	<b>639</b>	<b>4,817</b>	<b>1,050</b>	<b>82%</b>	
<b>6170 · Dues and Subscriptions</b>	<b>12,655</b>	<b>382</b>	<b>9,851</b>	<b>2,805</b>	<b>78%</b>	
<b>6180 · Miscellaneous</b>						
6181 · Miscellaneous	3,352	548	2,371	982	71%	
6182 · Honor Guard	3,562	-	-	3,562	0%	
6183 · Explorer Program	2,095	375	6,132	(4,036)	293%	Approved budget overage offset by savings in other categories
6184 · Pipes and Drums	-	-	-	-	0%	
<b>Total 6180 · Miscellaneous</b>	<b>9,010</b>	<b>922</b>	<b>8,502</b>	<b>507</b>	<b>94%</b>	
<b>6190 · Office Supplies</b>	<b>20,739</b>	<b>1,975</b>	<b>15,962</b>	<b>4,777</b>	<b>77%</b>	

**El Dorado Hills Fire Department**  
**Revenue and Expense Summary - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Actual March 2018	Actual YTD March 31, 2018	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
<b>6200 · Professional Services</b>						
6201 · Audit	13,050	-	12,650	400	97%	Annual audit fees paid in December
6202 · Legal/Human Resources	161,673	37,669	206,752	(45,079)	128%	Pending legal matters
6203 · Notices	2,514	80	1,300	1,215	52%	
6204 · Other Professional Services	135,397	2,117	73,952	61,445	55%	Timing
6205 · Elections/Tax Administration	-	-	-	-	0%	
6206 · Public Relations	3,042	437	1,272	1,770	42%	
<b>Total 6200 · Professional Services</b>	<b>315,676</b>	<b>40,304</b>	<b>295,926</b>	<b>19,750</b>	<b>94%</b>	
<b>6210 · Information Technology</b>						
6211 · Software Licenses/Subscriptions	71,501	1,675	37,058	34,443	52%	Savings on Target Solutions/Firehouse not yet invoiced
6212 · IT Support/Implementation	118,496	9,133	85,743	32,753	72%	
<b>Total 6210 · Information Technology</b>	<b>189,997</b>	<b>10,808</b>	<b>122,801</b>	<b>67,196</b>	<b>65%</b>	
<b>6220 · Rents and Leases</b>						
6221 · Facilities/Equipment Lease	14,710	563	5,595	9,115	38%	Budget includes cost of removing modular/sanitary waste tank at end of use
6222 · Solar Lease	66,936	5,524	49,533	17,403	74%	
<b>Total 6220 · Rents and Leases</b>	<b>81,646</b>	<b>6,087</b>	<b>55,128</b>	<b>26,518</b>	<b>68%</b>	
<b>6230 · Small Tools and Supplies</b>	<b>78,108</b>	<b>1,549</b>	<b>20,199</b>	<b>57,909</b>	<b>26%</b>	Hose; Rescue 85 Tools; HazMat Decon Equipment; Smooth Bore; Class A/B Foam
<b>6240 · Special Expenses</b>						
6241 · Training	148,981	554	46,903	102,078	31%	Planned training postponed due to staffing shortage
6242 · Fire Prevention	64,280	1,742	31,792	32,488	49%	Timing of May dinner; E15M; favorable on Santa Run
6243 · Licenses	-	-	10	(10)	100%	
<b>Total 6240 · Special Expenses</b>	<b>213,261</b>	<b>2,295</b>	<b>78,704</b>	<b>134,556</b>	<b>37%</b>	
<b>6250 · Transportation and Travel</b>						
6251 · Fuel and Oil	62,000	3,714	43,368	18,632	70%	
6252 · Travel	25,200	2,372	14,660	10,540	58%	Planned training postponed due to staffing shortage
6253 · Meals & Refreshments	22,680	2,763	13,665	9,015	60%	
<b>Total 6250 · Transportation and Travel</b>	<b>109,880</b>	<b>8,849</b>	<b>71,693</b>	<b>38,187</b>	<b>65%</b>	

**El Dorado Hills Fire Department**  
**Revenue and Expense Summary - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Actual March 2018	Actual YTD March 31, 2018	Variance YTD Actual to Full Year Budget	(Target 75%) YTD Actual % of Full Year Budget	Notes/Comments
<b>6260 · Utilities</b>						
6261 · Electricity	16,872	495	3,012	13,860	18%	Timing of annual true-ups
6262 · Natural Gas/Propane	25,000	3,700	11,312	13,688	45%	Timing
6263 · Water/Sewer	16,000	-	13,228	2,772	83%	
<b>Total 6260 · Utilities</b>	<b>57,872</b>	<b>4,195</b>	<b>27,552</b>	<b>30,320</b>	<b>48%</b>	
<b>Total Operating Expenditures</b>	<b>\$ 16,912,288</b>	<b>\$ 1,523,038</b>	<b>\$ 13,059,126</b>	<b>\$ 3,853,162</b>	<b>77%</b>	
<b>Operating Revenue - Operating Expenditures</b>	<b>\$ 1,647,843</b>	<b>\$ (774,393)</b>	<b>\$ (355,933)</b>	<b>\$ 2,003,776</b>		
6560 · Pension/OPEB UAL Lump Sum Payment	1,450,000	700,000	1,450,000	-	100%	
6720 · Fixed Assets	2,989,298	10,250	402,525	2,586,773	13%	Timing of Training Facility expenditures and delivery of Type I Engine
<b>Total Expenditures</b>	<b>\$ 21,351,586</b>	<b>\$ 2,233,288</b>	<b>\$ 14,911,651</b>	<b>\$ 6,439,935</b>	<b>70%</b>	
<b>Total Revenue - Total Expense</b>	<b>\$ (291,455)</b>	<b>\$ (1,369,752)</b>	<b>\$ 384,218</b>	<b>\$ 675,673</b>		
Less: Development Fee Revenue	(2,500,000)		(1,840,303)			
Add: Development Fee Qualified Expenditures	1,970,000		316,656			
<b>Total Revenue - Total Expense Net of Dev Fees</b>	<b>\$ (821,455)</b>		<b>\$ (1,139,429)</b>			

El Dorado Hills Fire Department

4/5/2018 4:02 PM

Register: 1000 · Bank of America  
 From 03/01/2018 through 03/31/2018  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/01/2018		Deposit	-split-	Deposit		X	6,186.30	803,336.20
03/01/2018		Transfer from Paypal	1010 · Paypal			X	3,593.00	806,929.20
03/01/2018	EFT	ADP	6200 · Professional Ser...	Year-End Proc...	585.90	X		806,343.30
03/01/2018	EFT	Technology Credit C...	-split-	Mar-18	5,524.00	X		800,819.30
03/01/2018	EFT	El Dorado Disposal S...	-split-	2/1/18 - 2/28/18	737.39	X		800,081.91
03/01/2018	EFT	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	230.59	X		799,851.32
03/01/2018	EFT	ADP (FSA)	-split-		192.31	X		799,659.01
03/01/2018	PR REV...		2029 · Other Payable	ACH Reversal ...		X	3,916.42	803,575.43
03/01/2018	PR18-3-1		-split-	Total Payroll T...	78,566.43	X		725,009.00
03/01/2018	PR18-3-1		1000 · Bank of Americ...	Direct Deposit	272,423.79	X		452,585.21
03/01/2018	PR18-3-1		1000 · Bank of Americ...	Payroll Checks	1,023.61	X		451,561.60
03/01/2018	PR18-3-1		1000 · Bank of Americ...	Payroll Adjust...		X		451,561.60
03/02/2018	EFT	Nationwide Retireme...	-split-	PR18-3-1	18,482.39	X		433,079.21
03/05/2018	EFT	P. G. & E.	-split-	Feb-18	12.61	X		433,066.60
03/05/2018	21163	Kristin Moreno-Cra...	2029 · Other Payable	VOID:		X		433,066.60
03/07/2018	EFT	ADP (FSA)	-split-		896.67	X		432,169.93
03/08/2018	EFT	ADP (FSA)	-split-		133.94	X		432,035.99
03/09/2018	EFT	ADP	6200 · Professional Ser...	PR18-3-1	287.20	X		431,748.79
03/09/2018	EFT	P. G. & E.	-split-	Feb-18	9.53	X		431,739.26
03/09/2018	EFT	ADP (FSA)	-split-		466.32	X		431,272.94
03/12/2018	EFT	Verizon Wireless	-split-	Feb-18	2,345.12	X		428,927.82
03/12/2018	EFT	P. G. & E.	-split-	Feb-18	597.31	X		428,330.51
03/12/2018	EFT	P. G. & E.	-split-	Feb-18	1,001.15	X		427,329.36
03/12/2018	EFT	ADP (FSA)	-split-		35.00	X		427,294.36
03/13/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1525...		X	550,000.00	977,294.36
03/14/2018		Deposit	-split-	Deposit		X	63,736.38	1,041,030.74
03/14/2018	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Confirmation #...	22,414.31	X		1,018,616.43
03/15/2018			6200 · Professional Ser...	Service Charge	258.02	X		1,018,358.41
03/15/2018	EFT	Nationwide Retireme...	-split-	PR18-3-2	18,737.21	X		999,621.20
03/15/2018	EFT	P.E.R.S. Retirement	-split-	PR18-3-2	79,294.13	X		920,327.07
03/15/2018	EFT	P.E.R.S. ING	-split-	PR18-3-2	3,024.44	X		917,302.63
03/15/2018	EFT	ADP (FSA)	-split-		15.00	X		917,287.63
03/15/2018	21164	Aramark	-split-	Inv# 635911798	77.62	X		917,210.01
03/15/2018	21165	Arnolds for Awards	6100 · Clothing & Pers...	Inv# 80572	243.74	X		916,966.27
03/15/2018	21166	Aflac	2029 · Other Payable	Inv # 411492	209.44	X		916,756.83
03/15/2018	21167	A-CHECK	-split-	Inv # 59-05398...	40.00	X		916,716.83
03/15/2018	21168	Advantage Gear, Inc.	-split-		2,018.64	X		914,698.19
03/15/2018	21169	Big O Tires	-split-		171.05	X		914,527.14
03/15/2018	21170	Best Best & Krieger	6200 · Professional Ser...	Inv# 816486	8,675.68	X		905,851.46
03/15/2018	21171	Capital Building Mai...	-split-	Invoice # 9873 ...	808.21	X		905,043.25

El Dorado Hills Fire Department

4/5/2018 4:02 PM

Register: 1000 · Bank of America  
 From 03/01/2018 through 03/31/2018  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/15/2018	21172	California Family Fit...	-split-	Inv # 2802201...	349.96	X		904,693.29
03/15/2018	21173	AT&T	-split-	Jan-18	274.29	X		904,419.00
03/15/2018	21174	Caltronics Business ...	-split-	Inv# 2459285 /...	439.67	X		903,979.33
03/15/2018	21175	Core Logic	6170 · Dues and Subsc...	Inv # 81875494	137.50	X		903,841.83
03/15/2018	21176	EDC Air Quality Ma...	-split-	Inv # IN01039...	1,333.94	X		902,507.89
03/15/2018	21177	Deal Heating & Air, ...	6150 · Maintenance,Str...	Invoice # 11683	185.00	X		902,322.89
03/15/2018	21178	Doug Veerkamp	-split-	Invoice # 3254...	4,820.65	X		897,502.24
03/15/2018	21179	Extreme Towing	6140 · Maintenance of ...	Invoice # 68532	283.50			897,218.74
03/15/2018	21180	FedEx	-split-	Inv # 6-113-93...	71.16	X		897,147.58
03/15/2018	21181	Ferrell Gas	-split-	Account # 886...	1,485.63	X		895,661.95
03/15/2018	21182	Hefner, Stark & Mar...	-split-	Statement # 24 ...	17,486.80	X		878,175.15
03/15/2018	21183	InterState Oil Compa...	-split-		3,460.54	X		874,714.61
03/15/2018	21184	Kaiser Foundation H...	-split-	Account # 320...	4,481.00	X		870,233.61
03/15/2018	21185	Kronos	6210 · Information Tec...	Inv # 11282943	542.57	X		869,691.04
03/15/2018	21186	Lehr Auto Electric, Inc	6140 · Maintenance of ...	Invoice # SI12...	1,211.32	X		868,479.72
03/15/2018	21187	L.N. Curtis & Sons	6230 · Small Tools and...	Inv# INV165524	259.55	X		868,220.17
03/15/2018	21188	Madeira Group Inter...	-split-		6,860.00	X		861,360.17
03/15/2018	21189	Mountain Democrat	6200 · Professional Ser...	Inv # 117 / Acc...	80.00	X		861,280.17
03/15/2018	21190	National Garage Doo...	6150 · Maintenance,Str...	Invoice # 393600	2,297.76	X		858,982.41
03/15/2018	21191	U.S. Bank PARS Ac...	6560 · Pension/OPEB ...		250,000.00	X		608,982.41
03/15/2018	21192	Preferred Alliance, Inc.	6200 · Professional Ser...	Invoice # 0139...	126.00	X		608,856.41
03/15/2018	21193	Rotary	-split-	March 2018 Du...	225.00	X		608,631.41
03/15/2018	21194	Riverview Internatio...	-split-	Inv # 956047 / ...	269.02	X		608,362.39
03/15/2018	21195	Recognition Group, I...	6200 · Professional Ser...	Invoice # 20030	362.13	X		608,000.26
03/15/2018	21196	Rumsey Lang Well ...	6150 · Maintenance,Str...	Invoice # W/O ...	100.00	X		607,900.26
03/15/2018	21197	Rapid Information D...	6190 · Office Supplies	Invoice # 54248	40.00	X		607,860.26
03/15/2018	21198	7th Dimension, LLC	6210 · Information Tec...	Inv # 180146	8,598.79	X		599,261.47
03/15/2018	21199	Wing Inflatables, Inc.	6720 · Fixed Assets	Invoice # 4936	146.04	X		599,115.43
03/15/2018	21200	UPS Store	-split-		30.00	X		599,085.43
03/15/2018	21201	Chris S. Storz	2030 · Dental Vision P...	Retiree Dental/...	165.00	X		598,920.43
03/15/2018	21202	James O'Camb	6000 · Wages & Benef...		340.00	X		598,580.43
03/15/2018	PR18-3-2		-split-	Total Payroll T...	73,786.96	X		524,793.47
03/15/2018	PR18-3-2		1000 · Bank of Americ...	Direct Deposit	264,572.01	X		260,221.46
03/15/2018	PR18-3-2		1000 · Bank of Americ...	Payroll Adjust...		X		260,221.46
03/16/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1526...		X	450,000.00	710,221.46
03/16/2018	EFT	ADP	6200 · Professional Ser...		191.75	X		710,029.71
03/16/2018	EFT	P. G. & E.	-split-	Feb-18	676.42	X		709,353.29
03/16/2018	EFT	ADP (FSA)	-split-		355.63	X		708,997.66
03/16/2018	21203	U.S. Bank PARS Ac...	6560 · Pension/OPEB ...		450,000.00	X		258,997.66
03/19/2018	EFT	ADP (FSA)	-split-		830.90	X		258,166.76

El Dorado Hills Fire Department

4/5/2018 4:02 PM

Register: 1000 · Bank of America  
 From 03/01/2018 through 03/31/2018  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/20/2018	21204	Void	1000 · Bank of America			X		258,166.76
03/20/2018	EFT	ADP (FSA)	-split-		45.27	X		258,121.49
03/20/2018	21204	Void	1000 · Bank of America	VOID Check f...		X		258,121.49
03/21/2018	Eft	ADP (FSA)	-split-		523.86	X		257,597.63
03/21/2018	EFT	Verizon Wireless	-split-	Feb-18	737.81	X		256,859.82
03/22/2018	EFT	WageWorks	6200 · Professional Ser...		96.15	X		256,763.67
03/23/2018	EFT	ADP	6200 · Professional Ser...	PR18-3-2	287.20	X		256,476.47
03/23/2018	EFT	P. G. & E.	-split-	Feb-18	412.82	X		256,063.65
03/23/2018	EFT	ADP HCM	6200 · Professional Ser...	Workforce No...	224.25	X		255,839.40
03/26/2018	EFT	Modular Space Corp...	-split-	3/26-4/25/18	563.06	X		255,276.34
03/27/2018	EFT	State Compensation ...	6000 · Wages & Benef...	Policy # 11048...	46,748.17	X		208,528.17
03/28/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1526...		X	650,000.00	858,528.17
03/29/2018		Deposit	1072 · Fund Balance - ...	Transfer from ...		X	798,693.13	1,657,221.30
03/29/2018	EFT	Nationwide Retireme...	-split-	PR18-3-3	18,737.21	X		1,638,484.09
03/29/2018	EFT	P.E.R.S. Health	-split-	APR- 2018	162,920.87	X		1,475,563.22
03/29/2018	EFT	P.E.R.S. ING	-split-	PR18-3-3	3,024.44	X		1,472,538.78
03/29/2018	EFT	P.E.R.S. Retirement	-split-	PR18-3-3	76,745.99	X		1,395,792.79
03/29/2018	EFT	ADP (FSA)	-split-		363.45	X		1,395,429.34
03/29/2018	PR18-3-3		-split-	Total Payroll T...	59,702.44	X		1,335,726.90
03/29/2018	PR18-3-3		1000 · Bank of Americ...	Direct Deposit	228,455.04	X		1,107,271.86
03/29/2018	PR18-3-3		1000 · Bank of Americ...	Payroll Adjust...		X		1,107,271.86
03/30/2018	EFT	WageWorks	6200 · Professional Ser...	INV567634	166.70	X		1,107,105.16

# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION

550 Main Street Suite E • Placerville, CA 95667  
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

March 27, 2018

**CERTIFIED MAIL**

State Board of Equalization  
Ken Thompson  
Chief, State Assessed Properties Division  
160 Promenade Circle, Suite 200, MIC 61  
Sacramento, CA 95834

Subject: Diamante Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire), LAFCO Project No. 2014-01

Dear Mr. Thompson:

Enclosed are conformed copies of recorded documents for the above named project. Also, enclosed is a warrant for the filing fee in the amount of \$2,000.00. The effective date of this reorganization is March 28, 2018.

Sincerely,



José C. Henriquez  
Executive Officer

Enclosures: Recorded Document: Certificate of Completion  
Statement of Boundary Change  
LAFCO Resolution of Approval  
Maps (Boundary Map, Record of Survey, and Location Map)  
Legal Description w/Record of Survey  
TRA Assignment Memo from Auditor/Controller  
Filing Fee

Cc:/Enc: El Dorado County Assessor's Office  
El Dorado County Auditor's Office  
El Dorado County Planning Department  
El Dorado County Chief Administrative Office  
El Dorado County Department of Elections  
El Dorado County Surveyor's Office/GIS  
El Dorado County Office of Emergency Services  
SACOG  
El Dorado Irrigation District and El Dorado Hills County Water District  
Olga Sciorelli, K. Hovnanian Homes

S:\Projects\OPEN\2014-01 Diamante Estates Reorganization to EID & EDHCWD\2014-01 SBE Final Letter.docx

### COMMISSIONERS

Public Member: Dyana Anderly • Alternate Public Member: Michael Powell  
City Members: Mark Acuna, Brooke Laine • Alternate City Member: John Clerici  
County Members: Shiva Frentzen, Brian Veerkamp • Alternate County Member: Michael Ranalli  
Special District Members: Ken Humphreys, Tim Palmer • Alternate Special District Member: Holly Morrison

### STAFF

José C. Henriquez, Executive Officer • Erica Sanchez, Assistant Executive Officer  
Denise Tebaldi, Interim Commission Clerk • Kara K. Ueda, Commission Counsel



**STATEMENT OF BOUNDARY CHANGE**

Please mail to: California State Board of Equalization, Tax Area Services Section,  
450 N Street, MIC:59, P.O. Box 942879, Sacramento, CA 94279-0059.  
www.boe.ca.gov

BOE File No.:

COUNTY <b>El Dorado</b>	COUNTY NUMBER <b>09</b>	ACREAGE <b>113.11</b>	FEE <b>\$2,000.00</b>	RES./ORD. NUMBER <b>Waived</b>
CONDUCTING AUTHORITY <b>Waived</b>				LAFCO. RES. <b>L-2014-11</b>
SHORT FORM DESIGNATION <b>Diamante Reorganization to EID and EDH Fire; LAFCO Project No. 2014-01</b>				EFFECTIVE DATE <b>March 28, 2018</b>

**1. TYPE OF ACTION**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> City - Annexation (02)      | <input type="checkbox"/> District - Formation (09)                           | <input type="checkbox"/> District - Name Change (11)                  | <input type="checkbox"/> School District - Unification (18)      |
| <input type="checkbox"/> City - Detachment (14)      | <input checked="" type="checkbox"/> District - Annexation (01)               | <input type="checkbox"/> Reorganization (12)                          | <input type="checkbox"/> School District - Thompson Unified (19) |
| <input type="checkbox"/> City - Incorporation (04)   | <input type="checkbox"/> District - Detachment (07)                          | <input type="checkbox"/> School District - Transfer of Territory (13) |  |
| <input type="checkbox"/> Consolidation of TRA's (06) | <input type="checkbox"/> District - Consolidation (05)                       | <input type="checkbox"/> School District - Merger (17)                |  |
| <input type="checkbox"/> County Boundary Change (16) | <input type="checkbox"/> District - Dissolution/Removal from Board Roll (08) |   |  |

**2. PRINCIPAL CITY/DISTRICT(S) AFFECTED BY ACTION [ENTER DISTRICT NAME(S)]**

El Dorado Irrigation District (EID)	
El Dorado Hills County Water District (EDH Fire)	

**3. AFFECTED TERRITORY**

- |   |                                      |  |
|---|--------------------------------------|--|
| <input type="checkbox"/> Inhabited              | <input type="checkbox"/> Developed   | <input type="checkbox"/> Will be taxed for existing bonded indebtedness or contractual obligations as set forth by the terms and conditions as stated in the resolution. |
| <input checked="" type="checkbox"/> Uninhabited | <input type="checkbox"/> Undeveloped |  |
| Number of Areas: <u>1</u>                       |                                      | <input type="checkbox"/> Will not be taxed for existing bonded indebtedness or contractual obligations.  |

**4. ELECTION**

- An election authorizing this action was held on \_\_\_\_\_ (mm/dd/yyyy).  
 This action is exempt from election.

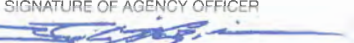
**5. ENCLOSED ARE THE FOLLOWING ITEMS REQUIRED AT THE TIME OF FILING**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Fees                                    | <input type="checkbox"/> Resolution of conducting authority  | <input checked="" type="checkbox"/> Written geographic description  |
| <input checked="" type="checkbox"/> Certificate of Completion (LAFCo. Only) | <input checked="" type="checkbox"/> County auditor's letter of TRA assignment (consolidated counties only) | <input checked="" type="checkbox"/> Map(s) and supporting documents |

**6. CITY BOUNDARY CHANGES ONLY**

- Map of limiting addresses  
 Estimated Population: \_\_\_\_\_
- Alphabetical list of all streets within the affected area to include beginning and ending street numbers  
 Total assessed value of all property in subject territory: \_\_\_\_\_

**REQUIRED: According to section 54902 of the Government Code, copies of these documents must be filed with the county auditor and county assessor.**

The California State Board of Equalization will acknowledge receipt of filing to:		BOE USE ONLY	
NAME <b>José C. Henriquez</b>		CHK #:	
TITLE <b>Executive Officer</b>			
AGENCY <b>El Dorado LAFCO</b>		AMT:	
ADDRESS (street, city, state, zip code) <b>550 Main Street, Suite E, Placerville, CA 95667</b>			
TELEPHONE NUMBER (include area code) <b>530-295-2707</b>	FAX NUMBER (include area code) <b>530-295-1208</b>	INT:	
EMAIL ADDRESS <b>lafco@edlafco.us</b>			
SIGNATURE OF AGENCY OFFICER 	DATE <b>March 27, 2018</b>	<input type="checkbox"/> DIGITAL CONTENT:	

# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION


550 Main Street Suite E • Placerville, CA 95667  
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

### M E M O

DATE: March 22, 2018

TO: Olga Sciorelli

CC: El Dorado Irrigation District and El Dorado Hills County Water District  
Affected Agencies, Interested Agencies, and Departments

FROM: José C. Henríquez, LAFCO Executive Officer 

SUBJECT: Diamante Estates Reorganization to the El Dorado Irrigation District (EID)  
and El Dorado Hills County Water District (EDH Fire)  
LAFCO Project No. 2014-01

Please refer to the attached Certificate of Completion, which signals that LAFCO proceedings for the above project are nearly complete. As of this writing, the State Board of Equalization still needs to normalize its property tax tables; however, the effective date for this boundary change will be finalized on March 28, 2018. Please update your files accordingly.

Enclosure: Certificate of Completion

S:\Projects\OPEN\2014-01 Diamante Estates Reorganization to EID & EDHCWD\2014-01 CoC Effective Date of Action Memo.docx

#### COMMISSIONERS

Public Member: Dyana Anderly • Alternate Public Member: Michael Powell  
City Members: Mark Acuna, Brooke Laine • Alternate City Member: John Clerici  
County Members: Shiva Frentzen, Brian Veerkamp • Alternate County Member: Michael Ranalli  
Special District Members: Ken Humphreys, Tim Palmer • Alternate Special District Member: Holly Morrison

#### STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer  
Denise Tebaldi, Interim Commission Clerk • Kara K. Ueda, Commission Counsel

RECORDING REQUESTED BY AND  
MAIL TO:  
EL DORADO LAFCO  
550 MAIN STREET, SUITE E  
PLACERVILLE, CA 95667

03/21/2018, 20180010369

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE


## CERTIFICATE OF COMPLETION CONFORMED COPY

As Executive Officer of the El Dorado Local Agency Formation Commission, I hereby certify that the attached documents are complete and in accordance with the boundaries, modifications and conditions specified by the Commission in its Resolution No. L-2014-11 approving this action.

1. The kind of change of organization or reorganization and the short-form designation of the proceeding is:  

Diamante Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); LAFCO Project No. 2014-01
2. All affected agencies are located entirely within El Dorado County.
3. The attached LAFCO resolution of approval is made a part of this certification by reference and sets forth the description of the boundaries of the proposal and any terms and conditions that applies. The conducting authority proceedings have been waived entirely.
4. The attached LAFCO resolution ordering this change without election or confirming an order of election by the voters was adopted on March 26, 2014.
5. The effective date shall be the five (5) working days after recordation by the County Recorder of the Executive Officer's Certificate of Completion once the imposed conditions are met.
6. The LAFCO resolution, legal description and official map are attached as Exhibit A.
7. A larger size of the official map is attached for clarity as Exhibit B.
8. Per Government Code §27361.7, I understand that portions of the attached map may not be clear. In order to see a legible copy, please contact the LAFCO Office at (530) 295-2707, 550 Main Street, Suite E, Placerville, California 95667.

By: \_\_\_\_\_

  
José C. Henríquez  
Executive Officer  
Local Agency Formation Commission

Date: March 21, 2018

# EL DORADO LAFCO

APPROVED

## LOCAL AGENCY FORMATION COMMISSION

### **RESOLUTION NUMBER L-2014-11**

Diamante Estates Reorganization to the El Dorado Irrigation District (EID)  
and the El Dorado Hills Count Water District (EDH Fire)  
LAFCO Project No. 2014-01

**WHEREAS**, on January 30, 2014, Omni Financial, LLC, owner of 100% of the assessed value of the of the territory shown in "Exhibit A" (hereinafter referred to as the "subject territory"), submitted a landowner petition ("petition") requesting reorganization of the subject territory into the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); and

**WHEREAS**, the petition is in conformance with Government Code §56650 et seq.; and

**WHEREAS**, the proposal was assigned LAFCO Project No. 2014-01 and is referred to as the "Diamante Estates Reorganization to the El Dorado Irrigation District and El Dorado Hills County Water District"; and

**WHEREAS**, the subject territory is commonly known as Assessor's Parcel Number (APN) 126-100-24 (approximately 113.11 acres); and

**WHEREAS**, the petition requests the annexation of the subject territory into EID and EDH Fire for the provision of water and fire suppression services; and

**WHEREAS**, Revenue and Taxation Code §99 requires an agreement for the exchange of property tax revenues in the event of a jurisdictional change of local agencies; and

**WHEREAS**, property tax exchange negotiations were completed and approved by the County of El Dorado Board of Supervisors ("the County") on April 1, 2014, by the EID Board of Directors on April 10, 2014 and by the EDH Fire Board of Directors on April 17, 2014; and

**WHEREAS**, EID and EDH Fire requested termination of the informational hearing proceedings pursuant to Government Code §56857(b); and

**WHEREAS**, pursuant to Government Code §56857(c) the Commission terminated the informational hearing proceedings; and

**WHEREAS**, a Mitigated Negative Declaration of Environmental Impact (MND) has been prepared for the project by El Dorado County, as outlined by the California Environmental Quality Act ("CEQA"); and

**WHEREAS**, the El Dorado Local Agency Formation Commission ("LAFCO") has reviewed said MND, a copy of which is filed at the LAFCO office; and

**WHEREAS**, within the scope of this environmental review, any potential environmental impacts of the project were considered and addressed; and

**WHEREAS**, the Executive Officer has examined the petition, certified that it is adequate, and on July 11, 2014, accepted the petition for filing; and

**WHEREAS**, the Executive Officer set a public hearing for August 27, 2014 for consideration of the petition and the MND and caused Notice thereof to be posted, published and mailed at the times and in the manner required by law at least twenty-one (21) days in advance of that date; and

**WHEREAS**, said Notice stated that the petition and the MND would be considered by this Commission at the hearing; and

**WHEREAS**, the Executive Officer, pursuant to Government Code §56665, has reviewed this petition and prepared and distributed a report, including recommendations, and has furnished a copy of this report to each person entitled to a copy at least five (5) days prior to the August 27, 2014 meeting during which the petition was considered; and

**WHEREAS**, on August 27, 2014, the matter came on regularly for hearing before this Commission, at the time and place specified in the Notice of the Public Hearing; and

**WHEREAS**, at said hearing, the petition, MND, and the Executive Officer's Report and Recommendations were reviewed and considered; and

**WHEREAS**, an opportunity was given to all interested persons, organizations, and agencies to present oral or written protests, objections, and any other information concerning the proposal and all related matters; and

**WHEREAS**, this Commission has received, heard, discussed and considered all oral and written testimony related to the petition, including, but not limited to, protests and objections, the Executive Officer's report and recommendations, the MND and determinations, plans for providing service, spheres of influence, applicable General and Specific Plans, each of the policies, priorities and functions set forth in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, including those set forth in Government Code §§56377, 56668 and 56668.3, LAFCO's Policies and Guidelines and all other materials presented as prescribed by law.

**NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED, ORDERED AND FOUND** by the El Dorado Local Agency Formation Commission as follows:

1. Each of the foregoing recitals is true and correct.
2. This resolution making determinations is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code §56000 et seq.

3. The following agencies and districts were notified concerning this petition: El Dorado Irrigation District; El Dorado Hills County Water District; El Dorado County CSA 7, 9, 9 Zone 17, 10 and 10 Zone E; El Dorado Hills Community Services District; El Dorado County Water Agency; El Dorado County Resource Conservation District; El Dorado County Department of Agriculture; El Dorado County Office of Education; Rescue Union School District; El Dorado Union High School District; Los Rios Community College District; El Dorado County Planning Department; El Dorado County Surveyor's Office; the Farm Bureau; El Dorado County Sheriff's Department; El Dorado County Elections Department; El Dorado County Assessor's Office; El Dorado County Auditor's Office; and the U.S. Bureau of Reclamation.
4. There are no registered voters in the subject territory; therefore, the subject territory is considered uninhabited per Government Code §56046.
5. Omni Financial, LLC, as owner of 100% of the assessed value of the land within the subject territory, has given written consent to the reorganization.
6. EID and EDH Fire, as the subject agencies, have not requested in writing or otherwise that LAFCO hold protest proceedings on this petition.
7. The Conducting Authority proceedings are hereby waived in accordance with Government Code §56663(c).
8. On October 27, 2009, the Board of Supervisors approved the Diamante Estates Tentative Subdivision Map to create 19 single-family residential lots, including a request to rezone the subject territory from Exclusive Agricultural (AE) to Estate Residential Five-Acre (RE-5).
9. One of the conditions placed on the Diamante Estates Tentative Subdivision Map is annexation into EID and EDH Fire, prior to filing the Final Map.
10. The subject territory contains existing development, consisting of a single family residence served by private well and septic system and two abandoned buildings.
11. The petition is consistent with the County's 2004 General Plan.
12. The subject territory is within the EID sphere of influence and is contiguous to the existing EID service area.
13. The subject territory is within the EDH Fire sphere of influence and is contiguous to the existing EDH Fire service area.
14. The subject territory consists of a single tax rate area and is currently within TRA 100-190.
15. The total assessed value of the subject territory is \$2,299,269.

16. The petition will assist the County's ability to meet its Regional Housing Needs Assessment allocations as determined by the Sacramento Area Council of Governments for moderate to high income groups.
17. Upon completion of the approval proceedings, EID shall provide water service to the subject territory.
18. EID has planned for the provision of water to the subject territory and has developed a fee schedule, bonding funds, and assessments to provide funding for that service.
19. Upon completion of the approval proceedings, EDH Fire shall provide fire suppression and emergency medical services to the subject territory.
20. EDH Fire has planned for the provision of fire suppression and emergency medical services to the subject territory and has developed a fee schedule, bonding funds, and assessments to provide funding for those services.
21. The petition meets the intent, policies, and priorities of this Commission, and the laws and policies within its jurisdiction and authority, including, but not limited to, the EID and EDH Fire spheres of influence and the El Dorado LAFCO Policies and Guidelines.
22. This Commission has reviewed and considered the information contained in the MND, Initial Study and administrative record for the petition.
23. This Commission finds that the MND and Initial Study contain a complete, accurate and objective reporting of the environmental impacts associated with the reorganization and reflect the independent judgment of the Commission.
24. This Commission further finds that the MND and Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines and the Commission's Local CEQA Guidelines as detailed in the El Dorado LAFCO Policies and Guidelines.
25. A full and fair public hearing was held on the MND for the reorganization.
26. This Commission has considered all comments received thereon in response to the public circulation of the MND.
27. The MND addressed, among other things, impacts to impacts to agricultural resources, hydrology and water quality, land use and planning, population and housing, public services, transportation and traffic, utilities and service systems, and recreation.



28. The MND included a Mitigation Monitoring Program that addressed measures necessary to mitigate the potentially significant effects that the project could have on the surrounding area, and identified the responsible parties and included the provisions to be followed.
29. El Dorado County, in accordance with the California Environmental Quality Act (CEQA), ultimately determined that, with the mitigation measures specified in the MND, the reorganization would not have a significant impact on the environment.
30. This Commission hereby finds on the basis of its review of the Initial Study and comments on the MND, and all other written and oral evidence presented to the Commission, there is no substantial evidence in the administrative record to support a fair argument that the proposed change of organization may result in a significant impact on the environment. This Commission further finds that the reorganization will not cause any significant environmental impacts.
31. El Dorado County's MND for the Diamante Estates Reorganization is hereby accepted as the appropriate environmental document for this petition in accordance with CEQA.
32. The County Surveyor has agreed that the submitted legal description and maps are mathematically correct.
33. The reorganization will not result in negative impacts to the cost and adequacy of services otherwise provided in the area and it is in the best interests of the affected area and the total organization of local government agencies.
34. The area proposed for reorganization represents a justifiable extension of the EID and EDH Fire boundaries.
35. The proposal is assigned the following short form designation:

Diamante Estates Reorganization to the El Dorado Irrigation District and  
El Dorado Hills County Water District LAFCO Project No. 2014-01
36. The Diamante Estates Reorganization to the El Dorado Irrigation District and El Dorado Hills County Water District is hereby approved, subject to the following conditions:
  - (a) The subject territory shall be liable for any authorized or existing taxes, fees, service charges, assessments and any bonded indebtedness of EID and EDH Fire.
  - (b) The applicant and the real party of interest, if different, shall agree to defend, indemnify, hold harmless and release the El Dorado Local Agency Formation Commission, its agents, officers, attorney and employees from any claim, action or proceeding brought against them or any of them, the



purpose of which to attack, set aside, void, condition, challenge or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of, related to or in connection with the approval of this application, whether or not there is concurrent passive negligence of the part of the El Dorado Local Agency Formation Commission or its agents, officers, attorney or employees.

- (c) The Certificate of Completion shall be issued and recorded subsequent to final payment of all LAFCO, State Board of Equalization and County fees, costs and charges associated with the project and necessary to complete the required filings and transmittals.
  - (d) The applicant shall complete all map and legal description requirements for final recording and filing, including documents required by the State Board of Equalization, within 180 days of August 27, 2014.
  - (e) The Certificate of Completion shall be issued and recorded subsequent to the fixing and establishment of any necessary right of use of water by El Dorado Irrigation District in the subject territory (§56886j). Nothing in this condition shall operate or be interpreted to modify priorities of use, or right of use, to water, or capacity rights in any public improvements or facilities that have been fixed and established by a court or an order of the State Water Resources Control Board.
  - (f) The applicant or real party of interest shall submit a written statement to the Executive Officer certifying their intention to pay all district annexation fees associated with the reorganization. The Executive Officer shall forward a copy of the statement to EID and EDH Fire.
37. All subsequent proceedings in connection with this reorganization shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
38. The Executive Officer is hereby authorized and directed to file with the Clerk of the County of El Dorado, a Notice of Determination for the reorganization, pursuant to Title 14 California Code of Regulations §15075.
39. The effective date shall be the five (5) working days after recordation by the County Recorder of the Executive Officer's Certificate of Completion, which shall be prepared and recorded after the conditions set forth above are met.

- 40. Upon and after the effective date of said reorganization, the affected territory, all inhabitants within such territory, and all persons entitled to vote by reasons of residing or owning land within the territory:
  - (a) Shall be subject to the jurisdiction of EID and EDH Fire, hereafter referred to as "the Districts";
  - (b) Shall have the same rights and duties as if the affected territory has been a part of the Districts upon their original formation;
  - (c) Shall be liable for the payment of any authorized or existing taxes, fees, assessments and any bonded indebtedness of the Districts, including amounts which shall become due on account of any outstanding or then authorized but thereafter issued obligations of the Districts;
  - (d) Shall be subject to the collection of all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such services;
  - (e) Shall be subject to all of the rules, regulations and ordinances of the Districts as now existing or hereafter amended.
  
- 41. All interested parties, including without limitation Omni Financial, LLC, agree that LAFCO retains in perpetuity the authority to enforce, through legal action or otherwise, all of the terms and conditions of the project approval.
  
- 42. The documents and materials that constitute the record of proceedings on which these findings are based are located at 550 Main Street, Suite E, Placerville, CA 95667. The custodian of these records is the Executive Officer.

**PASSED AND ADOPTED** by the El Dorado Local Agency Formation Commission at a regular meeting of said Commission, held August 27, 2014 by the following vote of said Commission.

Anderly, Briggs, Frentzen,  
 AYES: Mikulaco, Humphreys  
 NOES:  
 ABSTAIN:  
 ABSENT: Laine, Patton

ATTEST:

  
 \_\_\_\_\_  
 Clerk to the Commission

  
 \_\_\_\_\_  
 Chairperson

# EXHIBIT A

## LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- PROJECT BOUNDARY
- EL DORADO IRRIGATION DISTRICT BOUNDARY (EXISTING)
- EL DORADO HILLS CID BOUNDARY (EXISTING)

## BOUNDARY MAP L.A.F.C.O. PROJECT 2014-01 DIAMANTE ESTATES REORGANIZATION INTO THE EL DORADO IRRIGATION DISTRICT AND THE EL DORADO HILLS COUNTY WATER DISTRICT

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 14,  
TOWNSHIP 10 NORTH, RANGE 8 EAST, M.D.M.

COUNTY OF EL DORADO STATE OF CALIFORNIA  
SCALE: 1"=300' SHEET 1 OF 1 JUNE, 2014

**cta** Engineering & Surveying  
Civil Engineering • Land Surveying • Land Planning



VICINITY MAP  
NOT TO SCALE

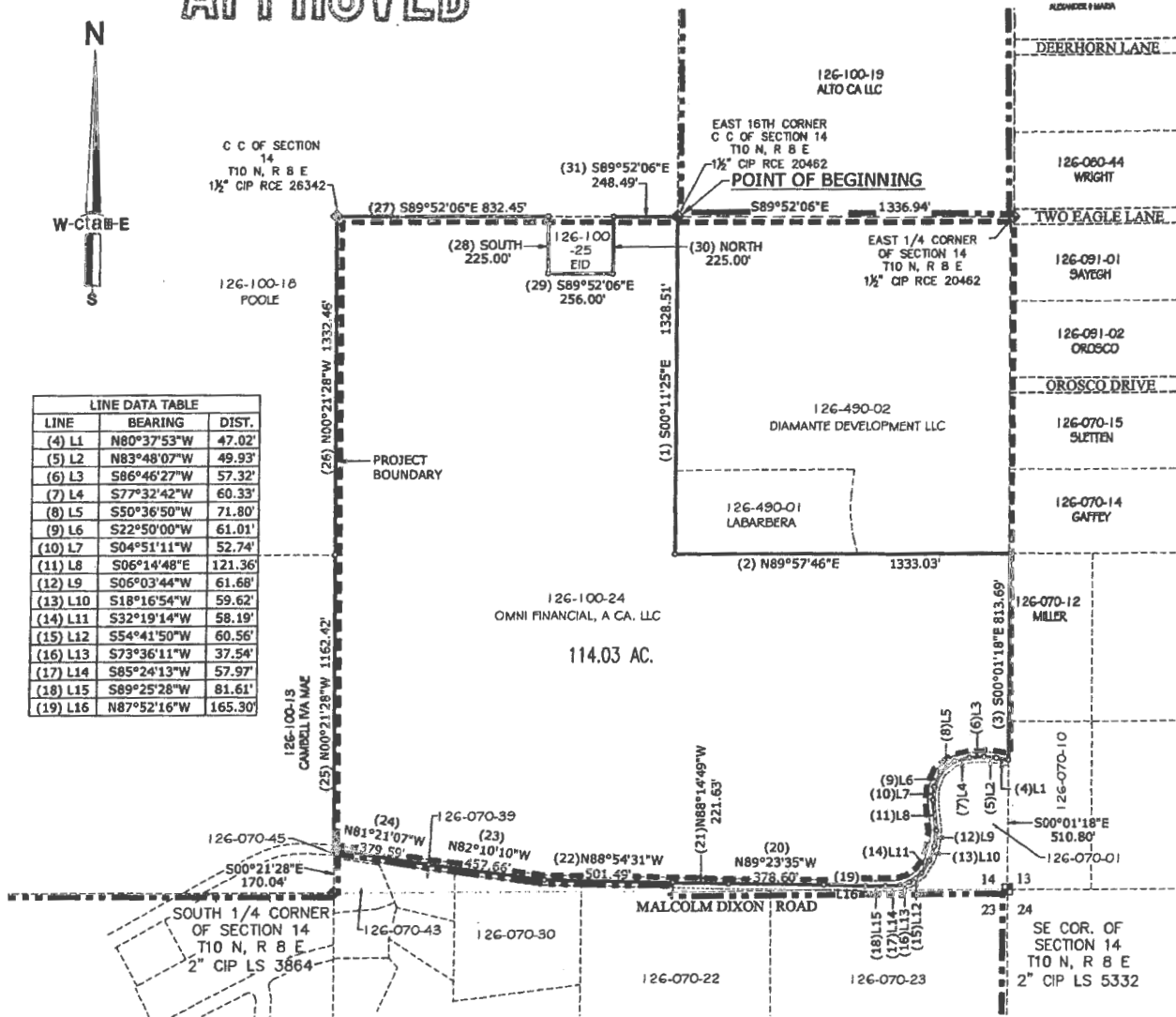
## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 30 AS DETERMINED BY MONUMENTS SHOWN AS BOUND HEREOF.

# APPROVED



LINE	BEARING	DIST.
(4) L1	N80°37'53"W	47.02'
(5) L2	N83°48'07"W	49.93'
(6) L3	S86°46'27"W	57.32'
(7) L4	S77°32'42"W	60.33'
(8) L5	S50°36'50"W	71.80'
(9) L6	S22°50'00"W	61.01'
(10) L7	S04°51'11"W	52.74'
(11) L8	S06°14'48"E	121.36'
(12) L9	S06°03'44"W	61.68'
(13) L10	S18°16'54"W	59.62'
(14) L11	S32°19'14"W	58.19'
(15) L12	S54°41'50"W	60.56'
(16) L13	S73°36'11"W	37.54'
(17) L14	S85°24'13"W	57.97'
(18) L15	S89°25'28"W	81.61'
(19) L16	N87°52'16"W	165.30'



### SURVEYOR'S STATEMENT

THIS EXHIBIT WAS PREPARED IN JUNE, 2014 AND IS FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

### COUNTY SURVEYOR'S STATEMENT

THIS EXHIBIT MEETS THE REQUIREMENTS OF THE STATE BOARD OF EQUALIZATION,  
THE EL DORADO COUNTY RECORDERS OFFICE AND CONFORMS TO THE LINES OF ASSESSMENT.  
DATED: 6/24/14

RICHARD L. BRNER, P.L.S. 5084  
COUNTY SURVEYOR  
COUNTY OF EL DORADO

BY: Philip R. Mosbacher  
PHILIP R. MOSBACHER, P.L.S. 7189  
DEPUTY SURVEYOR  
COUNTY OF EL DORADO

Kevin A. Heaney  
KEVIN A. HEANEY, P.L.S. 5814  
DATE: 06/20/14



APPROVED BY  
LOCAL AGENCY FORMATION COMMISSION  
EL DORADO COUNTY CA 95667

DATE: June 21, 2014

ATTEST: [Signature]  
EXECUTIVE OFFICER



**L.A.F.C.O. Project No. 2014-01**

All that real property situate in the County of El Dorado, State of California, being a portion of the Southeast One-Quarter of Section 14, Township 10 North, Range 8 East, M.D.M., and being more particularly described as follows:

Beginning at a 1 ½ inch capped iron pipe, stamped RCE 20462, marking the Northeast corner of the Northwest One-Quarter of the Southeast One-Quarter of said Section 14, from which the East One-Quarter corner of said Section 14 bears South 89°52'06" East, 1336.94 feet, said 1 ½ inch capped iron pipe being a point on the existing boundaries of the El Dorado Irrigation District (E.I.D.) and the El Dorado Hills County Water District (EDHCWD); thence leaving said E.I.D. and EDHCWD boundaries and along the following thirty one (31) courses:

- 1) along the East line of said Northwest One-Quarter of the Southeast One-Quarter, South 00°11'25" East, 1328.51 feet; thence
- 2) along the North line of the Southeast One-Quarter of the Southeast One-Quarter of said Section 14, North 89°57'46" East, 1333.03 feet to the Northeast corner of said Southeast One-Quarter of the Southeast One-Quarter and a point on the existing boundary of said EDHCWD; thence
- 3) along the East line of said Section 14 and the existing boundary of said EDHCWD, South 00°01'18" East, 813.69 feet more or less to a point on the centerline of Malcolm Dixon Road and from which a 2 inch capped iron pipe marking the Southeast corner of said Section 14, bears South 00°01'18" East, 510.80 feet; thence
- 4) along said centerline and EDHCWD boundary, North 80°37'53" West, 47.02 feet; thence
- 5) North 83°48'07" West, 49.93 feet; thence
- 6) South 86°46'27" West, 57.32 feet; thence
- 7) South 77°32'42" West, 60.33 feet; thence
- 8) South 50°36'50" West, 71.80 feet; thence
- 9) South 22°50'00" West, 61.01 feet; thence
- 10) South 04°51'11" West, 52.74 feet; thence
- 11) South 06°14'48" East, 121.36 feet; thence
- 12) South 06°03'44" West, 61.68 feet; thence
- 13) South 18°16'54" West, 59.62 feet; thence
- 14) South 32°19'14" West, 58.19 feet; thence
- 15) South 54°41'50" West, 60.56 feet; thence
- 16) South 73°36'11" West, 37.54 feet; thence
- 17) South 85°24'13" West, 57.97 feet; thence
- 18) South 89°25'28" West, 81.61 feet; thence
- 19) North 87°52'16" West, 165.30 feet; thence
- 20) North 89°23'35" West, 378.60 feet; thence
- 21) North 88°14'49" West, 221.63 feet to a point on the existing E.I.D. boundary; thence
- 22) continuing along said centerline and the existing boundary of E.I.D. and EDHCWD, North 88°54'31" West, 501.49 feet; thence
- 23) North 82°10'10" West, 457.66 feet; thence
- 24) North 81°21'07" West, 379.59 feet to a point on the West line of said Southeast One-Quarter of Section 14, and from which a 2" capped iron pipe marking the South One-Quarter corner of said Section 14 bears South 00°21'28" East, 170.04 feet; thence
- 25) leaving the centerline of Malcolm Dixon Road and the existing boundary of E.I.D. and along the West line of said Southeast One-Quarter of Section 14 and the existing EDHCWD boundary, North 00°21'28" West, 1162.42 feet to the Northwest corner of the Southwest One-Quarter of the Southeast One-Quarter of said Section 14; thence

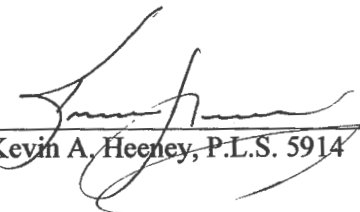


APPROVED

- 26) along the West line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 14, North 00°21'28" West, 1332.46 feet to a 1 ½ inch capped iron pipe stamped RCE 26342 marking the Northwest corner of the Northwest One-Quarter of the Southeast One-Quarter of said Section 14; thence
- 27) along the North line of said Northwest One-Quarter of the Southeast One-Quarter and the existing EDHCWD boundary, South 89°52'06" East, 832.45 feet; thence
- 28) leaving said North line and the existing boundary of EDHCWD, South 225.00 feet; thence
- 29) South 89°52'06" East, 256.00 feet; thence
- 30) North 225.00 feet to a point on the North line of said Northwest One-Quarter of the Southeast One-Quarter of Section 14 and the existing EDHCWD boundary; thence
- 31) along said North line and the existing EDHCWD boundary, South 89°52'06" East, 248.49 feet to the Point of Beginning, containing 114.03 acres, more or less.

End of Description

This description is for ASSESSMENT PURPOSES ONLY. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

  
Kevin A. Heeney, P.L.S. 5914

*06/24/2014*  
Date



**CTA Engineering & Surveying**  
3233 Monier Circle  
Rancho Cordova, CA 95742  
916-638-0919



# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION

550 Main Street Suite E • Placerville, CA 95667  
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

### MEMO

DATE: March 6, 2018  
TO: Sally Zutter, Supervising Accountant/Auditor  
FROM: José C. Henríquez, LAFCO Executive Officer *JCH*  
SUBJECT: Assignment of Tax Rate Areas

The Diamante Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); LAFCO Project No. 2014-01 was approved by the Commission on August 27, 2014.

Please review and assign an appropriate tax rate area code to the parcels involved in this reorganization on the form below and return to LAFCO. This information will be transmitted to the State Board of Equalization at the time of filing the Certificate of Completion.

If you have any questions or would like to discuss this proposal, please call at your convenience. Thank you for providing this information.

Included with this memo are copies of the BOS, EID, and EDH Fire AB-8 resolutions.

The Tax Rate Area(s) for the Diamante Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); LAFCO Project No. 2014-01 is designated as follows:

Assessor's Parcel No.	Current Tax Rate Area Code	New Tax Rate Area Code
126-100-24-100	100-190	100-100

I understand that this information will be provided to the State Board of Equalization after filing the Certificate of Completion by LAFCO.



Name

3-7-2018

Date

S:\Projects\OPEN\2014-01 Diamante Estates Reorganization to EID & EDHCWD\2014-01 Tax Rate Assignment Memo.docx

#### COMMISSIONERS

Public Member: Dyana Anderly • Alternate Public Member: Michael Powell  
City Members: Mark Acuna, Brooke Laine • Alternate City Member: John Clerici  
County Members: Shiva Frentzen, Brian Veerkamp • Alternate County Member: Michael Ranalli  
Special District Members: Ken Humphreys, Tim Palmer • Alternate Special District Member: Holly Morrison

#### STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Policy Analyst  
Denise Tebaldi, Interim Commission Clerk • Kara K. Ueda, Commission Counsel



# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION

550 Main Street Suite E • Placerville, CA 95667  
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

March 27, 2018

**CERTIFIED MAIL**

State Board of Equalization  
Ken Thompson  
Chief, State Assessed Properties Division  
160 Promenade Circle, Suite 200, MIC 61  
Sacramento, CA 95834

Subject: Malcolm Dixon Road Estates Reorganization to the El Dorado Irrigation District (EID)  
and El Dorado Hills County Water District (EDH Fire), LAFCO Project No. 2013-01

Dear Mr. Thompson:

Enclosed are conformed copies of recorded documents for the above named project. Also, enclosed is a warrant for the filing fee in the amount of \$1,200.00. The effective date of this reorganization is March 28, 2018.

Sincerely,



José C. Henríquez  
Executive Officer

Enclosures: Recorded Document: Certificate of Completion  
Statement of Boundary Change  
LAFCO Resolution of Approval  
Maps (Boundary Map, Record of Survey, and Location Map)  
Legal Description w/Record of Survey  
TRA Assignment Memo from Auditor/Controller  
Filing Fee

Cc:/Enc: El Dorado County Assessor's Office  
El Dorado County Auditor's Office  
El Dorado County Planning Department  
El Dorado County Chief Administrative Office  
El Dorado County Department of Elections  
El Dorado County Surveyor's Office/GIS  
El Dorado County Office of Emergency Services  
SACOG  
El Dorado Irrigation District and El Dorado Hills County Water District  
David Crosariol, CTA Engineering and Surveying

S:\Projects\OPEN\2013-01 Malcolm Dixon Estates Reorganization\2013-01 SBE Final Letter.docx

### COMMISSIONERS

Public Member: Dyana Anderly • Alternate Public Member: Michael Powell  
City Members: Mark Acuna, Brooke Laine • Alternate City Member: John Clerici  
County Members: Shiva Frentzen, Brian Veerkamp • Alternate County Member: Michael Ranalli  
Special District Members: Ken Humphreys, Tim Palmer • Alternate Special District Member: Holly Morrison

### STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer  
Denise Tebaldi, Interim Commission Clerk • Kara K. Ueda, Commission Counsel

**STATEMENT OF BOUNDARY CHANGE**

Please mail to: California State Board of Equalization, Tax Area Services Section,  
450 N Street, MIC:59, P.O. Box 942879, Sacramento, CA 94279-0059.  
www.boe.ca.gov

BOE File No.: \_\_\_\_\_

COUNTY <b>El Dorado</b>	COUNTY NUMBER <b>09</b>	ACREAGE <b>40.7</b>	FEE <b>\$1,200.00</b>	RES./ORD. NUMBER <b>Waived</b>
CONDUCTING AUTHORITY <b>Waived</b>				LAFCO. RES. <b>L-2014-03</b>
SHORT FORM DESIGNATION <b>Malcolm Dixon Estates Reorganization to EID and EDH Fire; LAFCO Project No. 2013-01</b>				EFFECTIVE DATE <b>March 28, 2018</b>

**1. TYPE OF ACTION**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> City - Annexation (02)      | <input type="checkbox"/> District - Formation (09)                           | <input type="checkbox"/> District - Name Change (11)                  | <input type="checkbox"/> School District - Unification (18)      |
| <input type="checkbox"/> City - Detachment (14)      | <input checked="" type="checkbox"/> District - Annexation (01)               | <input type="checkbox"/> Reorganization (12)                          | <input type="checkbox"/> School District - Thompson Unified (19) |
| <input type="checkbox"/> City - Incorporation (04)   | <input type="checkbox"/> District - Detachment (07)                          | <input type="checkbox"/> School District - Transfer of Territory (13) |  |
| <input type="checkbox"/> Consolidation of TRA's (06) | <input type="checkbox"/> District - Consolidation (05)                       | <input type="checkbox"/> School District - Merger (17)                |  |
| <input type="checkbox"/> County Boundary Change (16) | <input type="checkbox"/> District - Dissolution/Removal from Board Roll (08) |   |  |

**2. PRINCIPAL CITY/DISTRICT(S) AFFECTED BY ACTION [ENTER DISTRICT NAME(S)]**

El Dorado Irrigation District (EID)	
El Dorado Hills County Water District (EDH Fire)	

**3. AFFECTED TERRITORY**

- |   |                                      |   |
|---|--------------------------------------|---|
| <input type="checkbox"/> Inhabited              | <input type="checkbox"/> Developed   | <input type="checkbox"/> <b>Will be</b> taxed for existing bonded indebtedness or contractual obligations as set forth by the terms and conditions as stated in the resolution. |
| <input checked="" type="checkbox"/> Uninhabited | <input type="checkbox"/> Undeveloped | <input type="checkbox"/> <b>Will not be</b> taxed for existing bonded indebtedness or contractual obligations.  |
- Number of Areas: 1

**4. ELECTION**

- An election authorizing this action was held on \_\_\_\_\_ (mm/dd/yyyy).
- This action is exempt from election.


**5. ENCLOSED ARE THE FOLLOWING ITEMS REQUIRED AT THE TIME OF FILING**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Fees                                    | <input type="checkbox"/> Resolution of conducting authority  | <input checked="" type="checkbox"/> Written geographic description  |
| <input checked="" type="checkbox"/> Certificate of Completion (LAFCo. Only) | <input checked="" type="checkbox"/> County auditor's letter of TRA assignment (consolidated counties only) | <input checked="" type="checkbox"/> Map(s) and supporting documents |

**6. CITY BOUNDARY CHANGES ONLY**

- Map of limiting addresses
- Alphabetical list of all streets within the affected area to include beginning and ending street numbers
- Estimated Population: \_\_\_\_\_ Total assessed value of all property in subject territory: \_\_\_\_\_

**REQUIRED: According to section 54902 of the Government Code, copies of these documents must be filed with the county auditor and county assessor.**

The California State Board of Equalization will acknowledge receipt of filing to:		BOE USE ONLY	
NAME <b>José C. Henriquéz</b>		CHK #:	
TITLE <b>Executive Officer</b>		AMT:	
AGENCY <b>El Dorado LAFCO</b>		INT:	
ADDRESS (street, city, state, zip code) <b>550 Main Street, Suite E, Placerville, CA 95667</b>			
TELEPHONE NUMBER (include area code) <b>530-295-2707</b>	FAX NUMBER (include area code) <b>530-295-1208</b>		
EMAIL ADDRESS <b>lafco@edlafco.us</b>			
SIGNATURE OF AGENCY OFFICER 	DATE <b>March 27, 2018</b>	<input type="checkbox"/> DIGITAL CONTENT:	



# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION


550 Main Street Suite E • Placerville, CA 95667  
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

### MEMO

DATE: March 27, 2018

TO: David Crosariol

CC: El Dorado Irrigation District and El Dorado Hills County Water District  
Affected Agencies, Interested Agencies, and Departments

FROM: José C. Henríquez, LAFCO Executive Officer 

SUBJECT: Malcolm Dixon Road Estates Reorganization to the El Dorado Irrigation  
District (EID) and El Dorado Hills County Water District (EDH Fire)  
LAFCO Project No. 2013-01

Please refer to the attached Certificate of Completion, which signals that LAFCO proceedings for the above project are nearly complete. As of this writing, the State Board of Equalization still needs to normalize its property tax tables; however, the effective date for this boundary change will be finalized on March 28, 2018. Please update your files accordingly.

Enclosure: Certificate of Completion

S:\Projects\OPEN\2013-01 Malcolm Dixon Estates Reorganization\2013-01 CoC Effective Date of Action Memo.docx

#### COMMISSIONERS

Public Member: Dyana Anderly • Alternate Public Member: Michael Powell  
City Members: Mark Acuna, Brooke Laine • Alternate City Member: John Clerici  
County Members: Shiva Frentzen, Brian Veerkamp • Alternate County Member: Michael Ranalli  
Special District Members: Ken Humphreys, Tim Palmer • Alternate Special District Member: Holly Morrison

#### STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Assistant Executive Officer  
Denise Tebaldi, Interim Commission Clerk • Kara K. Ueda, Commission Counsel

03/21/2018, 20180010368

RECORDING REQUESTED BY AND  
MAIL TO:  
EL DORADO LAFCO  
550 MAIN STREET, SUITE E  
PLACERVILLE, CA 95667

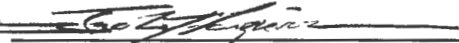
SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## CERTIFICATE OF COMPLETION CONFORMED COPY

As Executive Officer of the El Dorado Local Agency Formation Commission, I hereby certify that the attached documents are complete and in accordance with the boundaries, modifications and conditions specified by the Commission in its Resolution No. L-2014-03 approving this action.

1. The kind of change of organization or reorganization and the short-form designation of the proceeding is:  

Malcolm Dixon Road Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); LAFCO Project No. 2013-01
2. All affected agencies are located entirely within El Dorado County.
3. The attached LAFCO resolution of approval is made a part of this certification by reference and sets forth the description of the boundaries of the proposal and any terms and conditions that applies. The conducting authority proceedings have been waived entirely.
4. The attached LAFCO resolution ordering this change without election or confirming an order of election by the voters was adopted on March 26, 2014.
5. The effective date shall be the five (5) working days after recordation by the County Recorder of the Executive Officer's Certificate of Completion once the imposed conditions are met.
6. The LAFCO resolution, legal description and official map are attached as Exhibit A.
7. A larger size of the official map is attached for clarity as Exhibit B.
8. Per Government Code §27361.7, I understand that portions of the attached map may not be clear. In order to see a legible copy, please contact the LAFCO Office at (530) 295-2707, 550 Main Street, Suite E, Placerville, California 95667.

By:   
\_\_\_\_\_  
José C. Henríquez  
Executive Officer  
Local Agency Formation Commission

Date: March 21, 2018

**RESOLUTION NUMBER L-2014-03**

Malcolm Dixon Estates Reorganization to the El Dorado Irrigation District (EID) and the El Dorado Hills Count Water District (EDH Fire)  
LAFCO Project No. 2013-01

**WHEREAS**, on April 2, 2013, Diamante Development, LLC, owner of 100% of the assessed value of the land originally included in the proposal, submitted a landowner petition ("petition") requesting the reorganization of APN 126-100-23 into the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); and

**WHEREAS**, on August 14, 2013 APN 126-100-23 was split into two parcels, APNs 126-490-01 and 126-490-02, shown in "Exhibit A" (hereinafter referred to as the "subject territory"); and

**WHEREAS**, APN 126-490-01 is owned by Christopher LaBarbera and APN 126-490-02 is owned by Diamante Development, LLC, of which Mr. LaBarbera is a managing partner; and

**WHEREAS**, on January 27, 2014, Diamante Development, LLC and Christopher LaBarbera ("petitioners") submitted a written statement affirming, and consenting to, the inclusion of the subject territory in the reorganization petition in conformance with Government Code §56864.3; and

**WHEREAS**, the petitioners, as 100% of the number of landowners of the subject territory, owning 100% of the assessed value of the land within the subject territory initiated the petition in conformance with Government Code §56864; and

**WHEREAS**, the petition is in conformance with Government Code §56650 et seq.; and

**WHEREAS**, the proposal was assigned LAFCO Project No. 2013-01 and is referred to as the "Malcolm Dixon Estates Reorganization to the El Dorado Irrigation District and El Dorado Hills County Water District"; and

**WHEREAS**, the subject territory, consists of a total of approximately 40.65 acres; and

**WHEREAS**, the petition requests the annexation of the subject territory, into EID and EDH Fire for the provision of water and fire protection services; and

**WHEREAS**, Revenue and Taxation Code §99 requires an agreement for the exchange of property tax revenues in the event of a jurisdictional change of local agencies; and

**WHEREAS**, property tax exchange negotiations were completed and approved by the County of El Dorado (“the County”) on July 16, 2013, by EID on July 17, 2013, and by EDH Fire on July 18, 2013; and

**WHEREAS**, EID and EDH Fire requested termination of the informational hearing proceedings pursuant to Government Code §56857(b); and

**WHEREAS**, pursuant to Government Code §56857(c) the Commission terminated the informational hearing proceedings; and

**WHEREAS**, a Mitigated Negative Declaration of Environmental Impact (MND) has been prepared for the project by El Dorado County, as outlined by the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, the El Dorado Local Agency Formation Commission (“LAFCO”) has reviewed said MND, a copy of which is filed at the LAFCO office; and

**WHEREAS**, within the scope of this environmental review, any potential environmental impacts of the project were considered and addressed; and

**WHEREAS**, the Executive Officer has examined the petition; certified that it is adequate and has accepted the petition for filing on February 4, 2014; and

**WHEREAS**, the Executive Officer set a public hearing for March 26, 2014 for consideration of the petition and the MND and caused Notice thereof to be posted, published and mailed at the times and in the manner required by law at least twenty-one (21) days in advance of that date; and

**WHEREAS**, said Notice stated that the petition and the MND would be considered by this Commission at the hearing; and

**WHEREAS**, the Executive Officer, pursuant to Government Code §56665, has reviewed this petition and prepared and distributed a report, including recommendations, and has furnished a copy of this report to each person entitled to a copy at least five (5) days prior to the March 26, 2014 meeting during which the petition was considered; and

**WHEREAS**, on March 26, 2014, the matter came on regularly for hearing before this Commission, at the time and place specified in the Notice of the Public Hearing; and

**WHEREAS**, at said hearing, the petition, MND, and the Executive Officer’s Report and Recommendations were reviewed and considered; and

**WHEREAS**, an opportunity was given to all interested persons, organizations, and agencies to present oral or written protests, objections, and any other information concerning the proposal and all related matters; and

**WHEREAS**, this Commission has received, heard, discussed and considered all oral and written testimony related to the petition, including, but not limited to, protests and objections, the Executive Officer's report and recommendations, the MND and determinations, plans for providing service, spheres of influence, applicable General and Specific Plans, each of the policies, priorities and functions set forth in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, including those set forth in Government Code §§56377, 56668 and 56668.3, LAFCO's Policies and Guidelines and all other materials presented as prescribed by law.

**NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED, ORDERED AND FOUND** by the El Dorado Local Agency Formation Commission as follows:

1. Each of the foregoing recitals is true and correct.
2. This resolution making determinations is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code §56000 et seq.
3. The following agencies and districts were notified concerning this petition: El Dorado Irrigation District; El Dorado Hills County Water District; El Dorado County CSA 7, 9, 9 Zone 17, 10 and 10 Zone E; El Dorado Hills Community Services District; El Dorado County Water Agency; El Dorado County Resource Conservation District; El Dorado County Department of Agriculture; El Dorado County Office of Education; Rescue Union School District; El Dorado Union High School District; Los Rios Community College District; El Dorado County Planning Department; El Dorado County Surveyor's Office; the Farm Bureau; El Dorado County Sheriff's Department; El Dorado County Elections Department; El Dorado County Assessor's Office; El Dorado County Auditor's Office; and the U.S. Bureau of Reclamation.
4. There are no registered voters in the subject territory; therefore, the subject territory is considered uninhabited per Government Code §56046.
5. Diamante Development, LLC and Christopher LaBarbera, as owners of 100% of the assessed value of the land within the subject territory, have given written consent to the reorganization.
6. EID and EDH Fire, as the subject agencies, have not requested in writing or otherwise that LAFCO hold protest proceedings on this petition.
7. The Conducting Authority proceedings are hereby waived in accordance with Government Code §56663(c).
8. On June 15, 2010, the Board of Supervisors approved the Malcolm Dixon Estates Tentative Subdivision Map to create eight single-family residential lots, including a request to rezone the subject territory from Exclusive Agricultural (AE) to Estate Residential Five-Acre (RE-5).

9. One of the conditions placed on the Malcolm Dixon Estates Tentative Subdivision Map is annexation into EID and EDH Fire, prior to filing the Final Map.
10. On February 11, 2013, the Board of Supervisors approved a revision to the approved Tentative Subdivision Map to include a two-phase Phasing Plan. Phase 1 includes Lot 8; Phase 2 includes Lots 1-7.
11. By approving the Phasing Plan, the conditions of approval for the Malcolm Dixon Estates Subdivision, including annexation into EID and EDH Fire, were deferred until Phase 2.
12. APN 126-490-02 (35.29 acres, Lots 1-7) is currently undeveloped; APN 126-490-01 (5.36 acres, Lot 8) contains existing development, consisting of a single family residence served by private well and septic system, a swimming pool, several outbuildings, and extensive paved and graded areas.
13. The petition is consistent with the County's 2004 General Plan.
14. The subject territory is within the EID sphere of influence and is contiguous to the existing EID service area.
15. The subject territory is within the EDH Fire sphere of influence and is contiguous to the existing EDH Fire service area.
16. The subject territory consists of a single tax rate area and is currently within TRA 100-190.
17. At the time of reorganization initiation, the total assessed value of the subject territory (APN 126-100-23) was \$2,244,000.
18. According to the El Dorado County Assessor's website, the current combined total assessed value of the subject territory (APNs 126-490-01 and 126-490-02) is \$2,369,548.
19. The petition will assist the County's ability to meet its Regional Housing Needs Assessment allocations as determined by the Sacramento Area Council of Governments for moderate to high income groups.
20. Upon completion of the approval proceedings, EID shall provide water service to the subject territory.
21. EID has planned for the provision of water to the subject territory and has developed a fee schedule, bonding funds, and assessments to provide funding for that service.
22. Upon completion of the approval proceedings, EDH Fire shall provide fire protection services to the subject territory

23. EDH Fire has planned for the provision of fire protection services to the subject territory and has developed a fee schedule, bonding funds, and assessments to provide funding for that service.
24. The petition meets the intent, policies, and priorities of this Commission, and the laws and policies within its jurisdiction and authority, including but not limited to the EID and EDH Fire spheres of influence and the El Dorado LAFCO Policies and Guidelines.
25. This Commission has reviewed and considered the information contained in the MND, Initial Study and administrative record for the petition.
26. This Commission finds that the MND and Initial Study contain a complete, accurate and objective reporting of the environmental impacts associated with the reorganization and reflect the independent judgment of the Commission.
27. This Commission further finds that the MND and Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines and the Commission's Local CEQA Guidelines as detailed in the El Dorado LAFCO Policies and Guidelines.
28. A full and fair public hearing was held on the MND for the reorganization.
29. This Commission has considered all comments received thereon in response to the public circulation of the MND, and said MND is hereby approved and adopted as the MND for the petition.
30. The MND addressed, among other things, impacts to agricultural resources, hydrology and water quality, land use and planning, population and housing, public services, transportation and traffic, utilities and service systems, and recreation.
31. The MND included a Mitigation Monitoring Program that addressed measures necessary to mitigate the potentially significant effects that the project could have on the surrounding area, and identified the responsible parties and included the provisions to be followed.
32. El Dorado County, in accordance with the California Environmental Quality Act (CEQA), ultimately determined that, with the mitigation measures specified in the MND, the reorganization would not have a significant impact on the environment.
33. This Commission hereby finds on the basis of its review of the Initial Study and comments on the MND, and all other written and oral evidence presented to the Commission, there is no substantial evidence in the administrative record to support a fair argument that the proposed change of organization may result in a significant impact on the environment. This Commission further finds that the reorganization will not cause any significant environmental impacts.

34. El Dorado County's MND for the Malcolm Dixon Estates Reorganization is hereby accepted as the appropriate environmental document for this petition in accordance with CEQA.
35. The County Surveyor has agreed that the submitted legal description and maps are mathematically correct.
36. The reorganization will not result in negative impacts to the cost and adequacy of services otherwise provided in the area and it is in the best interests of the affected area and the total organization of local government agencies.
37. The area proposed for reorganization represents a justifiable extension of the EID and EDH Fire boundaries.
38. The proposal is assigned the following short form designation:

Malcolm Dixon Estates Reorganization to the El Dorado Irrigation District and  
El Dorado Hills County Water District LAFCO Project No. 2013-01
39. The Malcolm Dixon Estates Reorganization to the El Dorado Irrigation District and El Dorado Hills County Water District is hereby approved, subject to the following conditions:
  - (a) The subject territory shall be liable for any authorized or existing taxes, fees, service charges, assessments and any bonded indebtedness of EID and EDH Fire.
  - (b) The applicant and the real party of interest, if different, shall agree to defend, indemnify, hold harmless and release the El Dorado Local Agency Formation Commission, its agents, officers, attorney and employees from any claim, action or proceeding brought against them or any of them, the purpose of which to attack, set aside, void, condition, challenge or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of, related to or in connection with the approval of this application, whether or not there is concurrent passive negligence of the part of the El Dorado Local Agency Formation Commission or its agents, officers, attorney or employees.
  - (c) The Certificate of Completion shall be issued and recorded subsequent to final payment of all LAFCO, State Board of Equalization and County fees, costs and charges associated with the project and necessary to complete the required filings and transmittals.
  - (d) The applicant shall complete all map and legal description requirements for final recording and filing, including documents required by the State Board of Equalization, within 180 days of March 26, 2014.



- (e) The Certificate of Completion shall be issued and recorded subsequent to the fixing and establishment of any necessary right of use of water by El Dorado Irrigation District in the subject territory (§56886j). Nothing in this condition shall operate or be interpreted to modify priorities of use, or right of use, to water, or capacity rights in any public improvements or facilities that have been fixed and established by a court or an order of the State Water Resources Control Board.
  - (f) The applicant or real party of interest shall submit a written statement to the Executive Officer certifying their intention to pay all district annexation fees associated with the reorganization. The Executive Officer shall forward a copy of the statement to EID and EDH Fire.
40. All subsequent proceedings in connection with this reorganization shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
41. The Executive Officer is hereby authorized and directed to file with the Clerk of the County of El Dorado, a Notice of Determination for the reorganization, pursuant to Title 14 California Code of Regulations §15075.
42. The effective date shall be the five (5) working days after recordation by the County Recorder of the Executive Officer's Certificate of Completion, which shall be prepared and recorded after the conditions set forth above are met.
43. Upon and after the effective date of said reorganization, the affected territory, all inhabitants within such territory, and all persons entitled to vote by reasons of residing or owning land within the territory:
- (a) Shall be subject to the jurisdiction of EID and EDH Fire, hereafter referred to as "the Districts";
  - (b) Shall have the same rights and duties as if the affected territory has been a part of the Districts upon their original formation;
  - (c) Shall be liable for the payment of any authorized or existing taxes, fees, assessments and any bonded indebtedness of the Districts, including amounts which shall become due on account of any outstanding or then authorized but thereafter issued obligations of the Districts;
  - (d) Shall be subject to the collection of all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such services;
  - (e) Shall be subject to all of the rules, regulations and ordinances of the Districts as now existing or hereafter amended.

**APPROVED**

- 44. All interested parties, including without limitation Diamante Development, LLC and Christopher LaBarbera, agree that LAFCO retains in perpetuity the authority to enforce, through legal action or otherwise, all of the terms and conditions of the project approval.
  
- 45. The documents and materials which constitute the record of proceedings on which these findings are based are located at 550 Main Street, Suite E, Placerville, CA 95667. The custodian of these records is the Executive Officer.

**PASSED AND ADOPTED** by the El Dorado Local Agency Formation Commission at a regular meeting of said Commission, held March 26, 2014 by the following vote of said Commission.

Briggs, Frentzen, Humphreys,  
AYES: Laine, Mikulaco, Patton, Mette  
NOES: None  
ABSTAIN: None  
ABSENT: None

ATTEST:

  
\_\_\_\_\_  
Interim Clerk to the Commission

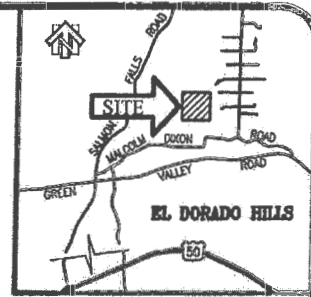
  
\_\_\_\_\_  
Chairperson

# APPROVED

**BOUNDARY MAP**  
**L.A.F.C.O. PROJECT 2013-01**  
**ANNEXATION TO**  
**EL DORADO IRRIGATION DISTRICT AND**  
**EL DORADO HILLS COUNTY WATER DISTRICT**

THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER  
 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 8 EAST, M.D.M.  
 COUNTY OF EL DORADO STATE OF CALIFORNIA  
 SCALE: 1"=300' SHEET 1 OF 1 JANUARY, 2014

**cta** Engineering & Surveying  
 Civil Engineering • Land Surveying • Land Planning

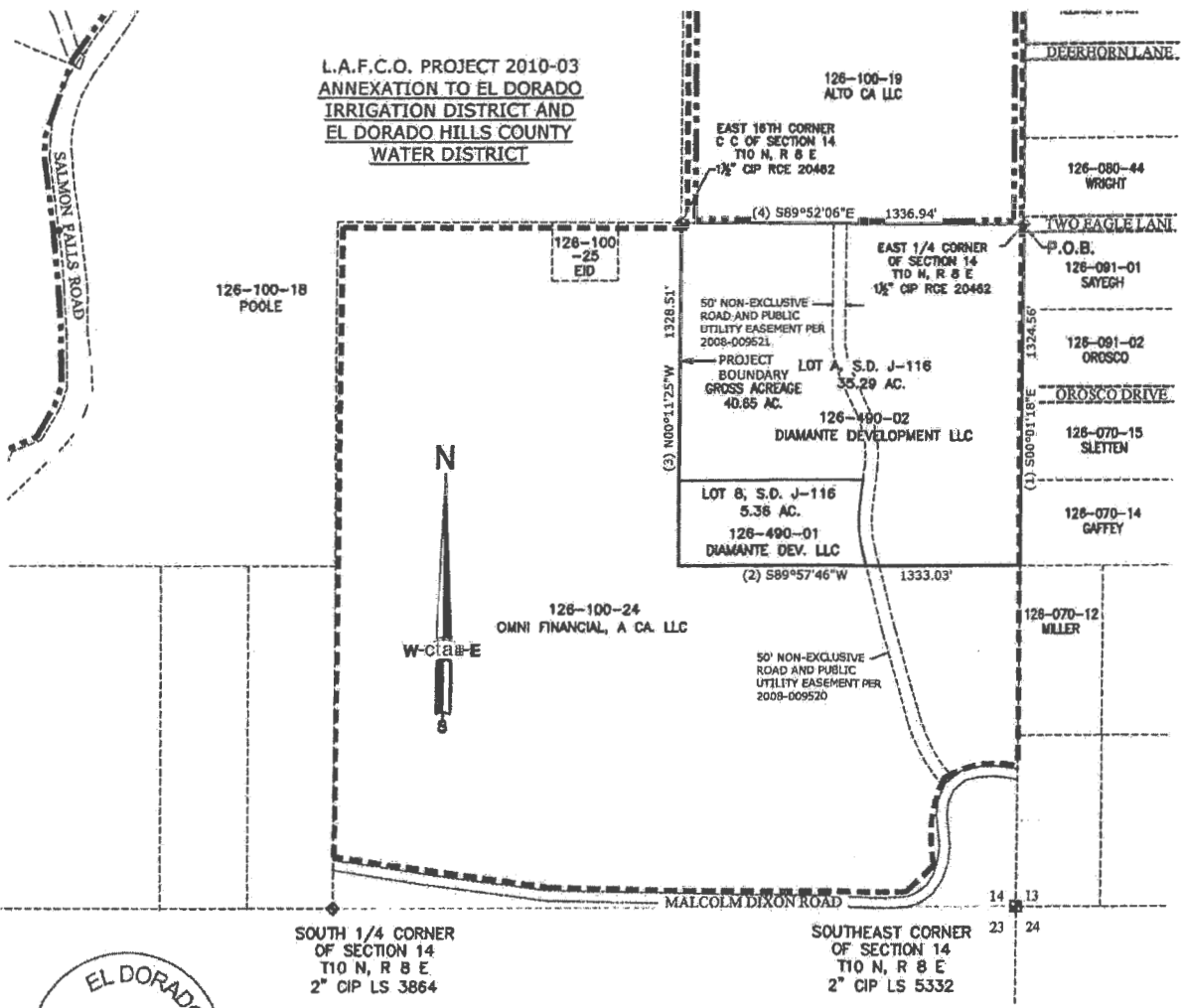


**LEGEND**

- DIMENSION POINT
- ◆ FOUND MONUMENT AS NOTED
- PROJECT BOUNDARY
- - - EL DORADO IRRIGATION DISTRICT BOUNDARY (EXISTING)
- - - EL DORADO HILLS CMO FPD (EXISTING)
- P.O.B. POINT OF BEGINNING

**BASIS OF BEARINGS**

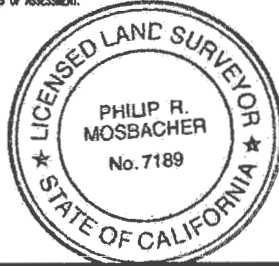
THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 30 AS DETERMINED BY MONUMENTS SHOWN AS FOUND HEREON.



**COUNTY SURVEYOR'S STATEMENT**

THIS EXHIBIT MEETS THE REQUIREMENTS OF THE STATE BOARD OF EQUALIZATION,  
 THE EL DORADO COUNTY RECORDERS OFFICE AND CONFORMS TO THE LINES OF ASSESSMENT.  
 DATED: 1/29/14

REINHOLD L. BIRNER, P.L.S. 5084  
 COUNTY SURVEYOR  
 COUNTY OF EL DORADO  
 PHILIP R. MOSBACHER, P.L.S. 7180  
 ASSOCIATE LAND SURVEYOR  
 COUNTY OF EL DORADO



**SURVEYOR'S STATEMENT**

THIS EXHIBIT WAS PREPARED IN MARCH, 2013 AND IS FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

*[Signature]*  
 REINHOLD L. BIRNER, P.L.S. 5014  
 DATE: 01/27/14



APPROVED BY  
**LOCAL AGENCY FORMATION COMMISSION**  
**EL DORADO COUNTY CA 95667**

DATE: January 21, 2014

ATTEST: *[Signature]*  
 EXECUTIVE OFFICER

## L.A.F.C.O. Project No. 2013-01

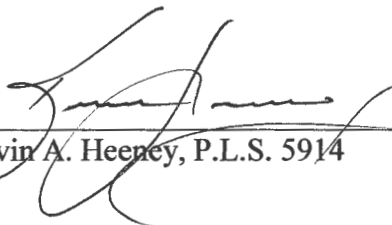
All that real property situate in the County of El Dorado, State of California, as shown on that certain Record of Survey, filed in the office of the County Recorder of said County, in Book 25 of Record of Surveys, at Page 30, and being the Northeast One-Quarter of the Southeast One-Quarter of Section 14, Township 10 North, Range 8 East, M.D.M. and being more particularly described as follows:

Beginning at a 1 ½ inch capped iron pipe, stamped RCE 20462, marking the East One-Quarter corner of said Section 14 and a point on the existing boundaries of the El Dorado Irrigation District (E.I.D.) and the El Dorado Hills County Water District (EDHCWD); thence leaving said E.I.D. boundary and along the following four (4) courses:

- 1) along said EDHCWD boundary and the East line of said Section 14, South 00°01'18" East, 1324.56 feet to the Southeast corner of said Northeast One-Quarter of the Southeast One-Quarter; thence
- 2) leaving said EDHCWD boundary and along the South line of said Northeast One-Quarter of the Southeast One-Quarter, South 89°57'46" West, 1333.03 feet to the Southwest corner of said Northeast One-Quarter of the Southeast One-Quarter; thence
- 3) along the West line of said Northeast One-Quarter of the Southeast One-Quarter, North 00°11'25" West, 1328.51 feet to the Northwest corner of said Northeast One-Quarter of the Southeast One-Quarter and a point on the said E.I.D. boundary and said EDHCWD boundary; thence
- 4) leaving said EDHCWD boundary and along said E.I.D. boundary and the North line of said Northeast One-Quarter of the Southeast One-Quarter, South 89°52'06" East, 1336.94 feet to the Point of Beginning, containing 40.65 acres, more or less.

End of Description

This description is for ASSESSMENT PURPOSES ONLY. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

  
Kevin A. Heeneey, P.L.S. 5914

01/27/2014  
Date



**CTA Engineering & Surveying**  
3233 Monier Circle  
Rancho Cordova, CA 95742  
916-638-0919



# EL DORADO LAFCO

## LOCAL AGENCY FORMATION COMMISSION

550 Main Street Suite E • Placerville, CA 95667  
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

### MEMO

DATE: March 6, 2018  
TO: Sally Zutter, Supervising Accountant/Auditor  
FROM: José C. Henríquez, LAFCO Executive Officer *JCH*  
SUBJECT: Assignment of Tax Rate Areas

The Malcolm Dixon Road Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); LAFCO Project No. 2013-01 was approved by the Commission on March 26, 2014.

Please review and assign an appropriate tax rate area code to the parcels involved in this reorganization on the form below and return to LAFCO. This information will be transmitted to the State Board of Equalization at the time of filing the Certificate of Completion.


If you have any questions or would like to discuss this proposal, please call at your convenience. Thank you for providing this information.

Included with this memo are copies of the BOS, EID, and EDH Fire AB-8 resolutions.

The Tax Rate Area(s) for the Malcolm Dixon Road Estates Reorganization to the El Dorado Irrigation District (EID) and El Dorado Hills County Water District (EDH Fire); LAFCO Project No. 2013-01 is designated as follows:

Assessor's Parcel No.	Current Tax Rate Area Code	New Tax Rate Area Code
126-490-01-100	100-190	100-100
126-490-02-100	100-190	100-100

I understand that this information will be provided to the State Board of Equalization after filing the Certificate of Completion by LAFCO.

  
Name

3-7-2018  
Date

S:\Projects\OPEN\2013-01 Malcolm Dixon Estates Reorganization\2013-01 Tax Rate Assignment Memo.docx

#### COMMISSIONERS

Public Member: Dyana Anderly • Alternate Public Member: Michael Powell  
City Members: Mark Acuna, Brooke Laine • Alternate City Member: John Clerici  
County Members: Shiva Frentzen, Brian Veerkamp • Alternate County Member: Michael Ranalli  
Special District Members: Ken Humphreys, Tim Palmer • Alternate Special District Member: Holly Morrison

#### STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Policy Analyst  
Denise Tebaldi, Interim Commission Clerk • Kara K. Ueda, Commission Counsel



# FIREHOUSE

HOME | CAREERS & EDUCATION | NEW CALIF. CHIEF HAS NO FIRE EXPERIENCE

## New Calif. Chief Has No Fire Experience

National City, Calif. – The man hired to replace National City's retiring fire chief has no fire experience, the 10News I-Team learned. Frank Parra has been a National City councilman for eight years and has worked as an emergency medical technician for over 20 years. However, he is not a fireman. Chris Zapata, National City's city manager who hired Parra told the I-Team, the new hire doesn't need fire experience.

MARCH 11, 2010

STORY BY 10NEWS.COM

National City, Calif. –

The man hired to replace National City's retiring fire chief has no fire experience, the 10News I-Team learned.

Frank Parra has been a National City councilman for eight years and has worked as an emergency medical technician for over 20 years. However, he is not a fireman.

Chris Zapata, National City's city manager who hired Parra told the I-Team, the new hire doesn't need fire experience.

"You have battalion chiefs, captains and fire fighters who actually fight the fires," Zapata said.

The job title has been changed from fire chief to emergency services director, and Parra will earn a salary of \$119,000 a year, which he said will be a small pay cut.

The search for a new chief was not extensive, and Zapata said the firm hired to find a new fire chief was called off. Parra was the only candidate considered.

"Frank was the only person I wanted to hire," Zapata said. "I made the offer and he accepted."

Zapata said he believes the community needs someone with an EMS background because EMS calls are the majority of their calls. The I-Team checked and found the National City Fire Department received 9,000 emergency medical response calls and 5,000 fire calls over the past three years.

When the Zapata offered the new job to Parra, he essentially hired his boss. Zapata was appointed to his city manager job by Parra and other members of the National City City Council.

Before he could get the job, Parra needed the approval of his co-workers on the city council. They approved, but the only other hurdle was to get the approval of Parra's peers on the city council – and they said OK.

Parra thinks his employee is doing the right thing.

National City resident Herman Baca sent a letter to the city council, saying the job appointment "smacks of a political backroom deal that stinks to high heaven."

The National City Firefighters' Union supports Parra as their next boss. At a recent firefighters' convention in San Diego, the I-Team spoke with firefighters from outside the county who think a fire chief should have extensive experience.

Michael Dyer, Santa Barbara County Fire Chief said, "I think a fire chief has to have a combination of fire experience, EMS experience ... everything."

The I-Team checked local fire department chiefs' backgrounds and found the two largest cities in the county, San Diego and Chula Vista, both neighbors to National City, have fire chiefs with 50 years of firefighting experience.

Parra maintains his 20-plus years in emergency services makes him qualified, and told the I-Team, "I understand the department. I understand what the needs are."

Parra starts his new job in early April.

Copyright 2010 by 10News.com. All rights reserved. This material may not be published, broadcast, rewritten or redistributed.



Ad Place your ad here. Click triangle to begin. ◀ ?

## Fire squad improves response times in northeastern National City



A newly-established squad in the National City Fire Department has lead to better response times in the eastern region of the city. (David Hernandez)



By David Hernandez

JANUARY 8, 2018, 7:00 AM | NATIONAL CITY

**T**he National City Fire Department seems to have found a way to improve slow response times to medical emergencies and fires in the northeastern region of the city: a two-person squad.

Staffed by six fire captains and firefighters/paramedics who work rotating 24-hour shifts in pairs, Squad 33 uses a custom Ford F-550 pickup equipped with a 150-gallon water tank and advanced medical equipment.

With one fire captain and one firefighter/paramedic on each shift, the set-up enables the captain to assess the scope of the emergency and request additional resources if needed.

Most of the calls in the area that the department fields — about 80 percent of them — are related to medical issues, said Frank Parra, the city's emergency services director.



Squad 33 has been on duty since October. It's based out of a new fire station, which comprises a mobile home and detached metal garage structure, on East Fourth Street at U Avenue.

The location is in the northeastern area where the Fire Department's response to 911 calls in the past several years has been below par — a problem that was highlighted in a 2014 survey that found the department's response times in other areas of the city had been much better.

"When we noticed the poor response times in relationship to the rest of the city, we knew something needed to be done," Mayor Ron Morrison said last month at a ribbon-cutting ceremony for fire station 33.

During the grand opening, city and fire officials praised the initiative as an innovative solution to the Fire Department's slow response times in the surrounding area.

"This is what we have to do in this day and age ... of tight budgets," Morrison said of the new squad and its fire station.

So far, the effort has produced better response times in the northeastern area. Between Oct. 10 — the first day Squad 33 was sent to a call — and the end of the year, the crew's average response time was 5 minutes and 37 seconds, Fire Department data shows.

By comparison, the average response time in the northeastern area was 8 minutes and 19 seconds in 2015, according to data the Fire Department shared with the City Council last year.

National City Councilman Albert Mendivil said he witnessed Squad 33's swift response already.

When his mother-in-law experienced a medical emergency on a Sunday late last year, his family called 911. Squad 33 arrived in what "seemed like 30 seconds," Mendivil said. "I'm sure it was real close to that."

His mother-in-law was taken to a hospital, Mendivil said, and "she's with us today."

The \$500,000 fire station was paid for with funds from Proposition D, a one-cent sales tax hike approved by voters in 2006 and renewed in 2014. A \$25,000 grant through the National City Public Safety Foundation helped cover the cost of the equipment.

The fire station also accommodates the National City Police Department mobile command vehicle, typically used as a command post during complex emergencies such as incidents involving SWAT officers.

"I think we're going to see more and more of this in the future as we see the success of this one," Morrison said of the fire station and squad.

In El Cajon, the Heartland Fire & Rescue Department launched a similar effort last month when the department started to deploy a squad of firefighters/paramedics in a Ford-250.

National City's two other fire stations are located on East 16th Street near Kimball Park and Euclid Avenue near Lincoln Acres Elementary School.



# National City, California

**National City** is a city located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County, California.

The population was 58,582 at the 2010 census, up from 54,260 at the 2000 census. National City is the second-oldest city in San Diego County.<sup>[8]</sup>

## Contents

## History

<b>Historical affiliations</b>	Spanish Empire 1769–1821	First Mexican Empire 1821–1823	United Mexican States 1823–1848	United States 1848–present
--------------------------------	-----------------------------	-----------------------------------	------------------------------------	-------------------------------

Archaic period sites have been found along Sweetwater River which runs through the city limits of modern-day National City.<sup>[9]</sup> Before the entry of Spanish into the area which modern day National City occupies was part of the territory of the Diegueño tribe, also known as Kamai, and later Kumeyaay.<sup>[10]</sup> Later in the late eighteenth and early nineteenth century there was a Kumeyaay village, north of the modern National City boundaries, on Chollas Creek.<sup>[11]</sup>

The Spanish named the 26,000 acres (11,000 ha) of land *El Rancho del Rey* (the Ranch of the King), used by Spanish soldiers to graze horses. After independence from Spain, in 1810, the Mexican government renamed it *Rancho de la Nación* (Ranch of the Nation). Governor Pío Pico granted Rancho de la Nación to his brother-in-law John (Don Juan) Forster in 1845. President Andrew Johnson, in issuing the land patent, listed the name as simply "The National Ranch",<sup>[12]</sup> the English translation of the land grant name, "Rancho de la Nacion".<sup>[13]</sup>

In 1868, Frank Kimball and his brothers Warren and Levi, contractors and builders from San Francisco, purchased the entire rancho and thus began the foundation of the city, retaining the National name.

Frank Kimball first brought novelty and change to the area by building his personal residence. His home included a bathtub as well as hot, running water, making it the first modern house in the entire county. However, it was more than his personal innovative endeavors that allowed the region to flourish. By constructing the first roads and railroad in what is now National City, Frank and his brothers most notably were responsible for introducing modern transportation to the residents of the community. The brothers also implemented the area's first post office and a wharf for sea-bound imports and exports. These large ventures,

## National City, California

City

City of National City



Seal

Motto(s): "In the Center of It All"<sup>[1]</sup>



Location within San Diego County



Location in the United States

Coordinates: 32°40′41″N 117°05′57″W﻿ / ﻿32.67806°N 117.09917°W﻿ / 32.67806; -117.09917

<b>Country</b>	<span><span><span></span></span><span> </span></span> United States of America
<b>State</b>	<span><span><span></span></span><span> </span></span> California
<b>County</b>	<span><span><span></span></span><span> </span></span> San Diego
<b>Founded</b>	July 7, 1868
<b>Incorporated</b>	September 17, 1887 <sup>[2]</sup>
<b>Government</b>	
• <b>Type</b>	Council–manager
• <b>Mayor</b>	Ron Morrison <sup>[3]</sup>
• <b>City council</b> <sup>[3]</sup>	Alejandra Sotelo-Solis Jerry Cano Mona Rios Albert Mendevil
• <b>City clerk</b>	Mike Dalla <sup>[4]</sup>
• <b>City treasurer</b>	R. Mitchel Beauchamp
• <b>City manager</b>	Leslie Deese
<b>Area</b> <sup>[5]</sup>	
• <b>Total</b>	9.12 <span> </span> sq <span> </span> mi (23.61 <span> </span> km <sup>2</sup> )



coupled with smaller personal missions, both contributed to the overall goal of creating a community unparalleled to the times. A lasting mark of the Kimballs was the trees they imported and planted from Europe and Asia, accomplished via a partnership with the U.S. Department of Agriculture. These trees can be found dotted throughout the city to this very day. It was the passion and influence of the Kimballs as well as other early pioneers that made way for the city's incorporation on September 17, 1887.<sup>[14]</sup>

## Geography

National City is located at 32°40′15″N 117°5′34″W﻿ (32.670903, -117.092725).<sup>[15]</sup>

According to the United States Census Bureau, the city has a total area of 9.1 square miles (24 km<sup>2</sup>). 7.3 square miles (19 km<sup>2</sup>) of it is land and 1.8 square miles (4.7 km<sup>2</sup>) of it (20.17%) is water. National City is bounded by San Diego to the north and northeast, Bonita to the southeast, and Chula Vista to the south across the Sweetwater River. San Diego Bay lies to the immediate west of the city. Also, within the boundaries of National City on the eastern side of town is the unincorporated area of San Diego County known as Lincoln Acres. National City is 15 minutes away from the US–Mexico Border (Tijuana).

National City has road access by the Interstate 5, Interstate 805, and California State Route 54, in addition to surface streets. National City Blvd, which once served as part of the historic U.S. Route 101, still serves as a north–south arterial street parallel to Highland Ave. Plaza Blvd and 30th Street/Sweetwater Road serve as east–west arterial routes. It has rail access through the San Diego Trolley's Blue Line. The nearest commercial airport is San Diego International Airport.

In 2012, National City was honored as the most walkable city in San Diego County.<sup>[16]</sup> It currently holds a walk score of 71,<sup>[17]</sup> among the highest scores for cities of similar size.<sup>[17]</sup> However, its current score also puts National City among bigger cities like Seattle, Washington (74) and Portland, Oregon (66). San Diego's current walk score is 56.<sup>[18]</sup>

## Communities

Although there are no specific communities identified by the city of National City, certain areas have self-identified as communities. The Old Town<sup>[19]</sup> community is virtually bordered by McKinley Ave. (to the west) and National City Blvd. (to the east), and 24th Street (to the south) and 8th Street (to the north). While Lincoln Acres is an unincorporated area of San Diego County, it is located wholly within the boundaries of the incorporated city of National City and both share the postal code (91950). The South Port Business Center, an industrial park in which many businesses operate, is bordered by I-5 to the west, National City Blvd. to the east Mile of Cars Way (24th St.) to the north, and W. 28th St. to the south. The residents near Las Palmas<sup>[20]</sup> and El Toyon Parks<sup>[21]</sup> have neighborhood councils where they can voice their concerns with the city's elected officials.

The Neighborhood Council Program was developed in an effort to improve communication with the community and to bring services directly to National City residents.<sup>[22]</sup> The program helps to unify neighbors to further enhance the image of the city, instilling civic pride into neighborhoods. Regular monthly meetings are held in each of the three Neighborhood Councils. Agenda topics are driven by resident requests, current events, and a desire by city officials to keep residents abreast of new programs and upcoming developments. Meetings are usually attended by police and fire officials, as well as members of the City Council.

Besides attending regular meetings, Neighborhood Council participants assist the city in improving their neighborhoods by volunteering during clean-up and beautification events and by helping to reduce crime. Residents also participate in family events sponsored by the Neighborhood Council Program such as National Night Out and Movies in the Park, as well as other city-sponsored events.

<ul style="list-style-type: none"><li>• <b>Land</b></li> <li>• <b>Water</b></li></ul>	7.28 sq mi (18.85 km <sup>2</sup> ) 1.84 sq mi (4.76 km <sup>2</sup> ) 20.17%
<b>Elevation</b> <sup>[6]</sup>	66 ft (20 m)
<b>Population</b> (2010)	
<ul style="list-style-type: none"><li>• <b>Total</b></li> <li>• <b>Estimate</b> (2016)<sup>[7]</sup></li> <li>• <b>Density</b></li></ul>	58,582 61,147 8,400.47/sq mi (3,243.34/km <sup>2</sup> )
<b>Time zone</b>	Pacific (UTC-8)
<ul style="list-style-type: none"><li>• <b>Summer (DST)</b></li></ul>	PDT (UTC-7)
<b>ZIP code</b>	91950
<b>Area code</b>	619
<b>FIPS code</b>	06-50398 ( <a href="https://factfinder.census.gov/bkmk/table/1.0/en/DEC/10_DP/DPDP1/1600000US0650398">https://factfinder.census.gov/bkmk/table/1.0/en/DEC/10_DP/DPDP1/1600000US0650398</a> )
<b>GNIS feature IDs</b>	1661090 ( <a href="https://geonames.usgs.gov/apex/f?p=gnispq:3::NO::P3_FID:1661090">https://geonames.usgs.gov/apex/f?p=gnispq:3::NO::P3_FID:1661090</a> ), 2411216 ( <a href="https://geonames.usgs.gov/apex/f?p=gnispq:3::NO::P3_FID:2411216">https://geonames.usgs.gov/apex/f?p=gnispq:3::NO::P3_FID:2411216</a> )
<b>Website</b>	<a href="http://www.nationalcityca.gov">www.nationalcityca.gov</a> ( <a href="http://www.nationalcityca.gov">http://www.nationalcityca.gov</a> )



## Climate

National City's climate is characterized by warm, dry summers and mild winters, with most of the annual precipitation falling between December and March.<sup>[24]</sup> The city has a mild climate year-round, with an average of 201 days above 72 °F (22 °C) and low rainfall (9–13 inches [23–33 centimetres] annually). Frequently, particularly during the “May gray/June gloom” period, a thick “marine layer” cloud cover will keep the air cool and damp within a few miles of the coast.

On average, the warmest month is August. The highest recorded temperature was 108 °F in September 1988. On average, the coolest month is December. The lowest recorded temperature was 15 °F in April 2003. The maximum average precipitation occurs in February.<sup>[24]</sup>

## Ecology

Like most of Southern California and the San Diego County region, the majority of National City's current area was originally occupied by chaparral, a plant community made up mostly of drought-resistant shrubs. National City's broad city limits encompass the San Diego National Wildlife Refuge and the most northern area of the Sweetwater Marsh National Wildlife Refuge. The Sweetwater River runs from the Cuyamaca Mountains, through National City and Chula Vista via a flood control channel (natural route as opposed to a canal) and empties into the San Diego Bay. Most of west National City is flat with an average elevation of 72 feet (22 m), which made it historically desirable and well suited for the Spanish to graze their horses. The eastern areas of National City tend to have canyons and ridges with an existing wildlife.

## Demographics

### 2010

The 2010 United States Census<sup>[26]</sup> reported that National City had a population of 58,582. The population density was 6,426.7 people per square mile (2,481.4/km<sup>2</sup>). The racial makeup of National City was 24,725 (42%) White, 3,054 (5%) African American, 618 (1.1%) Native American, 12,402 (20.2%) Asian, 482 (0.8%) Pacific Islander, 3,638 (6.2%) from other races, 2,829 (4.8%) from two or more races and 16,175 (28%) Other. Hispanic or Latino of any race were 36,911 persons (63.0%).

The Census reported that 52,830 people (90.2% of the population) lived in households, 5,341 (9.1%) lived in non-institutionalized group quarters, and 411 (0.7%) were institutionalized.

There were 15,502 households, out of which 7,402 (47.7%) had children under the age of 18 living in them, 7,376 (47.6%) were opposite-sex married couples living together, 3,437 (22.2%) had a female householder with no husband present, 1,300 (8.4%) had a male householder with no wife present. There were 959 (6.2%) unmarried opposite-sex partnerships, and 83 (0.5%) same-sex married couples or partnerships. 2,694 households (17.4%) were made up of individuals and

### National City, California

#### Climate chart (explanation)

J	F	M	A	M	J	J	A	S	O	N	D
69	68	68	70	70	72	76	78	78	76	72	67
46	48	50	53	58	61	65	66	63	58	50	42
1.9	2.4	1.7	0.7	0.1	0.1	0	0	0.1	0.5	0.9	1.4

Average max. and min. temperatures in °F

Precipitation totals in inches

Source: <sup>[23]</sup>

#### Metric conversion

J	F	M	A	M	J	J	A	S	O	N	D
21	20	20	21	21	22	24	26	26	24	22	19
8	9	10	12	14	16	18	19	17	14	10	6
49	60	43	18	2.3	1.8	0.8	0.3	3.6	13	23	36

Average max. and min. temperatures in °C

Precipitation totals in mm

### Historical population

Census	Pop.	%±
<b>1880</b>	248	—
<b>1890</b>	1,353	445.6%
<b>1900</b>	1,086	−19.7%
<b>1910</b>	1,733	59.6%
<b>1920</b>	3,116	79.8%
<b>1930</b>	7,301	134.3%
<b>1940</b>	10,344	41.7%
<b>1950</b>	21,199	104.9%
<b>1960</b>	32,771	54.6%
<b>1970</b>	43,184	31.8%
<b>1980</b>	48,772	12.9%
<b>1990</b>	54,249	11.2%
<b>2000</b>	54,260	0.0%
<b>2010</b>	58,582	8.0%

# EL DORADO HILLS FIRE DEPARTMENT



## Community Volunteer in Support Program Overview

Revision Date: 3/27/18

# Operational Mission/Purpose Statement

The mission and purpose of the El Dorado Hills Community Volunteer in Support Program is to aid the Department in achieving its primary mission “To SERVE the community of El Dorado Hills with INTEGRITY and EXCELLENCE”. The CVIS Program will consist of a community, non-firefighting based group of individuals.

The El Dorado Hills Fire Department will support the hiring and maintenance of a Community Volunteer in Support Program along with support from the El Dorado Hills Professional Firefighters Association, the El Dorado Hills Fire Association and Board of Directors.

The primary goal of the organization will be to support the Department’s commitment to community involvement, emergency planning, support planning and execution of multi-agency drills as prioritized by the Chief. This group will consist of a non-firefighting based manpower pool for the purpose of incident support, and special projects under non-emergency conditions including but not limited to fire prevention support as defined by the Fire Marshal.

All Community Volunteer in Support members will be expected to participate in building the Core Values of “Integrity First, Service Before Self and Excellence in All We Do”.

# USE AND UTILIZATION

## **1. Community involvement**

- a. Assist with community based events such as 3rd of July Fireworks in Town Center, Santa Run, ORHS Every Fifteen Minutes Program, Senior Luncheons, Community Education Programs, Concerts in the Park, Community Smoke Detector Programs, Explorer Scouts, etc.

## **2. Emergency planning**

- a. Qualified individuals with specific skill sets may be used to assist with emergency planning activities.
- b. Qualified individuals with specific skills, aptitude and the desire can support the Chief and staff in the planning and execution of Department sponsored multi-agency drills. These drills will promote interagency cooperation and provide operational readiness to support El Dorado Hills and its neighboring communities.

## **3. Providing a non-firefighting based manpower pool**

- a. Assist with various tasks such as driving chase vehicles to assist with transporting vehicles to remote service repair vendors.
- b. Provide weekly reports to the local newspapers.
- c. Provide assistance to burned out families when requested.
- d. Provide fire scene rehabilitation support, such as providing fire personnel beverages and food (if qualified to drive Department vehicles).
- e. For qualified individuals, provide incident support to staff and respond with Air Unit to support incident operations. Individuals will need to possess and keep current all necessary qualifications using Target Solutions as the repository for compliance.

## **4. Special projects under non-emergency conditions**

- a. Individuals with specific skill sets may be used to assist with special projects such as review of RFP's, equipment procurement, assisting with managing special projects, etc.

# STIPEND

The El Dorado Hills Firefighters Association will be paid an annual stipend for CVIS Participation. This stipend is intended to recognize significant contributions along with a substantial time commitment to our Department and the Community. The stipend will be used by the Association to operate their many Community and Association programs.

The following formula will be utilized to calculate annual stipend amount;

**# of ACTIVE CVIS Personnel**

0 – 4	\$0.00
5 – 9	\$5000.00
10 – 14	\$10,000.00
15 – 19	\$15,000.00
20 & Above	\$20,000.00

**An ACTIVE CVIS Member is defined as follows:**

Attendance of five (5) qualifying activities per year with the following stipulations;

1. One activity MUST be attendance at an Association Meeting.
2. No more than two activities can count from the same multi-day program (i.e. Santa Run).
3. ONLY one (1) social event may be counted (Golf Tournament, Holiday Dinner, May Dinner, etc.).
4. Being a member of a committee may be counted as one activity.

The goal of these stipulations is to encourage participation at multiple events throughout the year.

The tracking will be by Calendar Year, and the payment to the Association from the District will be made in January for the previous year's participation as reported by the Association.

The Firefighters Association BOD Secretary is responsible for reporting CVIS Activity to the Finance Director and Fire Chief on a quarterly basis.



# MEMBERSHIP

1. Complete and submit the Community Volunteer in Support Member Form.
2. Existing Volunteer Firefighters wishing to transition to the Community Volunteer in Support Program may do so if approved by the Volunteer Firefighter Program Manager.
3. Retirees from El Dorado Hills Fire Department as professional firefighters and volunteers are encouraged to be active members of the Community Volunteer in Support Program if they live locally and have the desire to remain active with the Department in a capacity that aligns to their available time, skills, and desire.
4. Family members (18 and over) of El Dorado Hills Fire Department are encouraged to be active members of the Community Volunteer in Support.
5. Uniforms
  - a. All Community Volunteer in Support members will be provided with a grey polo shirt and baseball style cap by the Department.
  - b. Community Volunteer in Support members will be required to wear appropriate business attire for the activity in which they are participating.
  - c. All Community Volunteer in Support members will be provided with a lanyard displaying their fire department photo identification which must be worn when representing the Department.
6. Roster
  - a. A member roster will be maintained by the Program Manager responsible for the Community Volunteer in Support Program
7. Program Administration
  - a. The program will be administered and managed by a Program Manager assigned by the Operations Chief.



# EL DORADO HILLS FIRE DEPARTMENT

## MONTHLY ACTIVITY REPORT MARCH 2018

*“YOUR SAFETY ... OUR COMMITMENT”*

The Board of Directors is considering adopting performance measurement goals to direct fire crew planning and to monitor the operation of the Department. These measures of time are designed to deliver outcomes that will save patients medically salvageable upon arrival and to keep small fires from becoming more serious. Such measures and goals provide the Department a foundation upon which future deployment decisions are based.

These deployment measurements include:

- DM 1 – 911 Call Handling Time
- DM 2 – Turnout Time
- DM 3 – Travel Time
- DM 4 – Total Response Time
- DM 5 – Effective Response Force Time

\*All times are collected using a combination of Active 911 and Crystal Reports. The times are provided with the best accuracy possible given the limitations of technology in our system. The current system does not allow for accurate data collection.

# SIGNIFICANT TRAINING/INCIDENTS

Camache Structure Fire – March 1, 2018



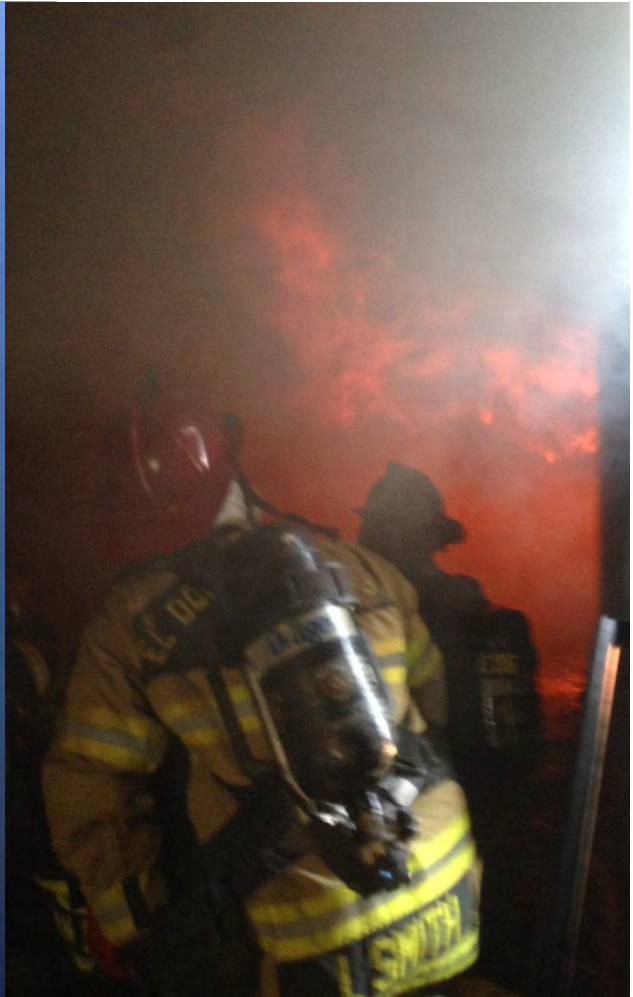
New Fire Engine Starts Construction at Pierce – March 2, 2018





Live Fire Training – March 5, 7 and 9, 2018 – All Shifts Trained







Vehicle Accident w Air Ambulance – March 12, 2018. Salmon Falls Road. E84/M85/D2



Flooding from Storm. 3/22/18.

El Dorado Hills Fire Department responded to numerous flooding incidents as a result of a severe rainstorm. A total of 13 flooding incidents occurred and 3 vehicle accidents.

Mesa Verdes Drive





EDH Blvd.



Serrano Parkway at EDH Blvd.



Station 91 24/7 Service Started. 3/28/18





Station 86 Bathroom Remodel Underway. 3/29/18 Photo



# STATISTICS

<b>Response District</b>	<b>Total Number of Responses – MARCH 2018</b>	<b>Total Number of Responses –2018</b>	<b>Total Number of Responses – MARCH 2017</b>	<b>Total Number of Responses –2017</b>
84	55	166	72	179
85	72	178	68	174
86	61	140	31	104
87	83	228	49	149
91	3	7	5	20
92	1	2	2	4
Mutual Aid	73	211	56	197
Transfer	18	68	20	61
<b>TOTALS</b>	<b>366</b>	<b>1000</b>	<b>303</b>	<b>888</b>

85.60% Medic Unit Response, 10 Minutes (before exception reports)

92.01% Medic Unit Response, 11 Minutes (before exception reports)

Report: Queries – Incident – NFIRS Incident – Incident By District (Summary) Note: Run all Districts on 1 page (manually add subdistricts)

Crystal: Emergency Response Summary-Medic Unit Response Time-El Dorado

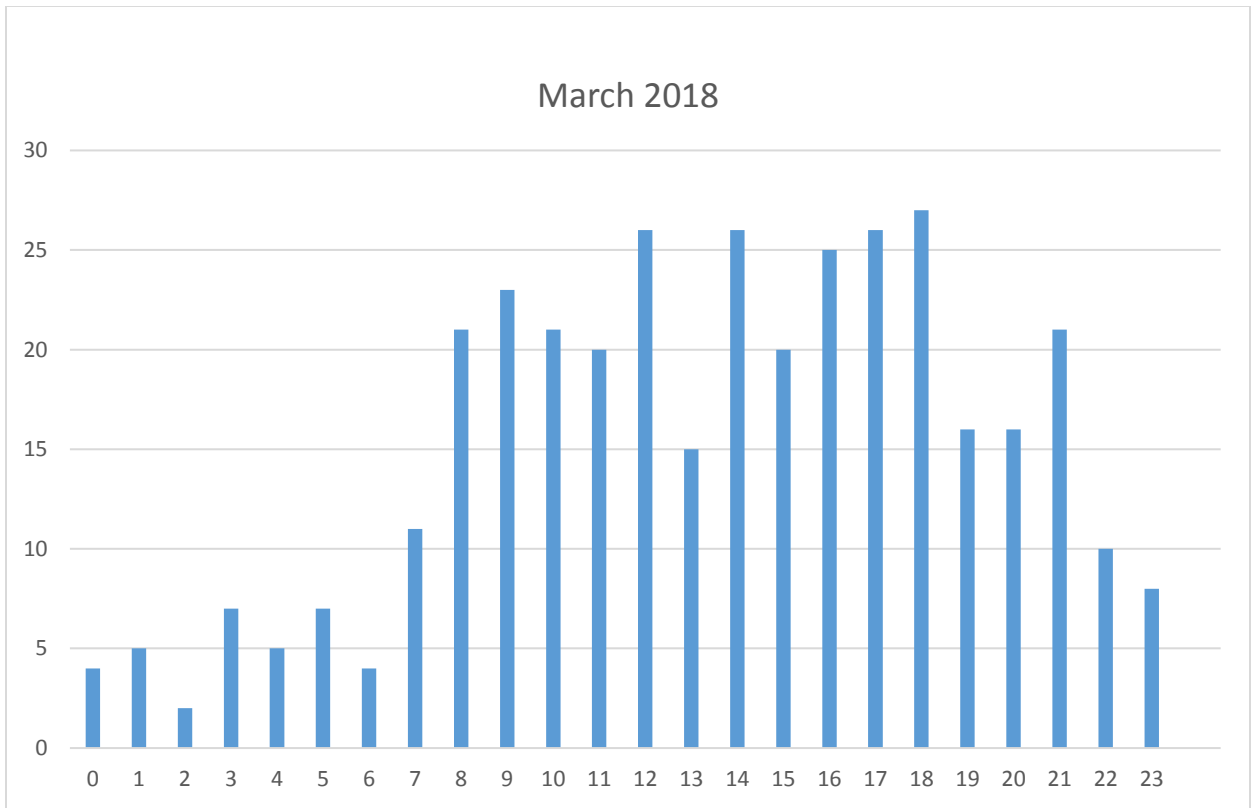
## Deployment Measures

The 2016 Deployment Measures Policies are unable to be reported/tracked due to technology issues with our current Dispatch system and software limitations:

- Deployment Measure 1 - 911 Call Handling Time
- Deployment Measure 2 - Turnout Time
- Deployment Measure 3 - Travel Time
- Deployment Measure 4 - Total Response Time
- Deployment Measure 5 - Effective Response Force (Fire/Rescue Large Emergency)

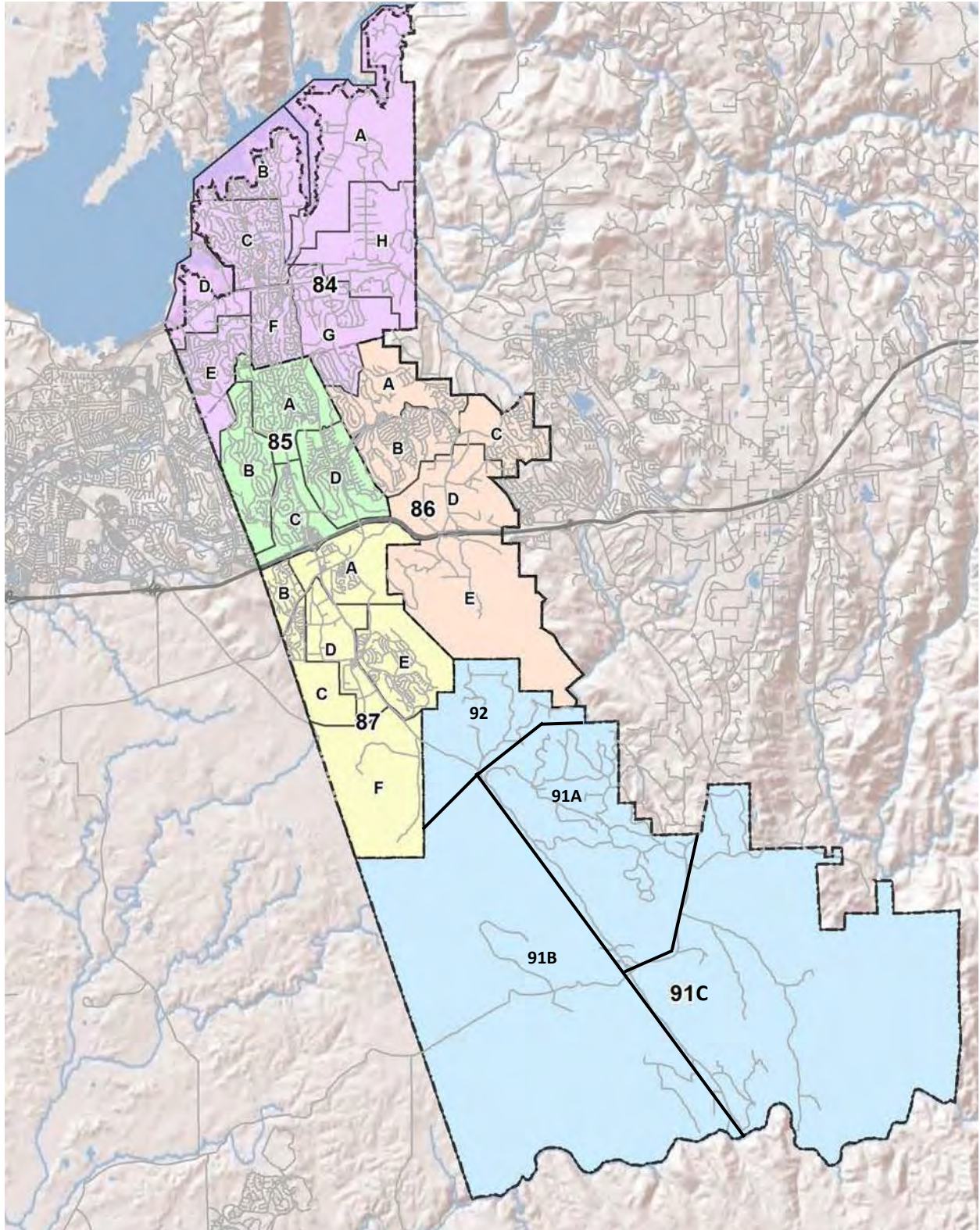
## INCIDENTS BY HOUR OF DAY

### MARCH 2018



Hour of Day







# EL DORADO HILLS FIRE DEPARTMENT

## QUARTERLY TRAINING REPORT JANUARY – MARCH 2018

*“YOUR SAFETY ... OUR COMMITMENT”*

### TRAINING HOURS

**TOTAL HOURS FOR ALL PERSONNEL = 4273**

### SIGNIFICANT TRAINING

- Structure Fire Training. Crews received in-depth training on commercial and residential ventilation techniques and practices. Crews also participated in ISO and NFPA-recommended live-fire training. Crews wrapped up their structure fire training by reviewing “lessons learned” from fatal and close-call incidents on structure fires.
- PATS training. Quarterly Paramedic Accreditation Training and Skills exposed crews to intense scenarios where they used their most invasive and technical skills (i.e. needle-chest decompression).
- Extrication and Stabilization training. Crews completed refresher training on the use of airbags to access and extricate victims trapped in automobile and heavy equipment accidents.
- Hose drills. Crews increased the frequency and intensity of structure-fire hose drills in preparation for the life-fire evolutions conducted in March.
- Probationary FF Training. New firefighters were the focus of frequent training and drills to teach and assess their proficiency.
- Emergency Vehicle Operations. Two of our more experienced firefighters qualified as Emergency Vehicle Operations Course instructors and will be able to teach and evaluate current and future drivers. Three probationary firefighters received initial training in basic emergency vehicle maneuvering.





# EL DORADO HILLS FIRE DEPARTMENT

## QUARTERLY PREVENTION REPORT JANUARY - MARCH 2018

*“YOUR SAFETY ... OUR COMMITMENT”*

### **Public Education Program**

The Public Education Program includes all activities performed by fire crews and Prevention staff that involve training, educating, and assisting the community, residents and organizations in the learning and training on fire & life safety topics.

- Fire station tours (5 activities / 15 personnel / 30 staff hours)
- Public education activities (17 activities / 27 personnel / 145.68 staff hours)
  - Community Events, Social Media
- This program runs year-round

### **Prevention Month (Schools)**

The Prevention Month Program includes all activities performed by fire crews and Prevention staff which take place at the schools in EDH. Each year, we provide a robust program that includes a Fire Prevention Safety Trailer (grades K-1), School assemblies (grades 2-5), fire & life safety education, prizes, poster contest, awards, & more.

- 1 activities / 3 personnel / 1.5 staff hours
- This program runs August to November, or as needed

### **Juvenile Fire Setter Program**

The Juvenile Fire Setter Program works directly with families to provide valuable fire and burn prevention education including the consequences of playing with fire. The Juvenile Fire Setter Program consists of one 2-hour session held at the Burn Institute, requires the participation of the child and at least one parent or guardian, and is set in a casual setting where confidential interviews are conducted with the child and parent to determine the reason behind the fire setting behavior.

- 0 activities / 0 personnel / 0 staff hours
- This program runs year-round

### **Fire Investigations**

The Fire Investigation Program includes all investigation activities relating to fires in EDH to determine fire cause & origin. Arson fires sometimes require the need for the County Arson Task Force and local investigators to investigate fire scenes for hours/days on end to gather all evidence & information necessary for full & detailed reports, and also may require extensive time away from the station for court hearings and expert testimony.

- 3 activities / 3 personnel / 11.89 staff hours
- This program runs year-round

### **Buckle Up Baby Program**

The BUB Program was created to ensure the safety of our youngest citizens. Car seats are inspected for proper installation by a Certified Passenger Safety Technician for FREE. These inspections take place at Station 87.

- 3 activities / 6 personnel / 19 staff hours
- This program runs year-round
- BUB staff in process of annual recertification (Layton and Stiern)

### **Vacant Lot Program**

The Vacant Lot Program is implemented each year to establish a defensible space of 100 feet around all homes, buildings, and combustible fences that abut to unimproved property. The defensible space

improves the ability to survive a wildland fire and increases the safety margin and working room for Firefighters.

- 21 activities / 21 personnel / 22 staff hours
- This program runs February to August, or as needed
- Vacant Lot Resolution passed by the Fire Board of Directors in March 2018
- First clearance notices to over 2,500 lots have been sent out April 2<sup>nd</sup>, 2018
- Inspections and complaints have commenced

### **Hazard Reduction (4291) Inspection Program**

The Hazard Reduction Program includes all activities performed by fire crews and Prevention staff which enforces Public Resources Code 4291 (PRC 4291). The enforcement of this law creates a 100-foot defensible space around all combustible dwelling structures on improved parcels, with a goal of protecting your home while providing a safe area for Firefighters.

- 1 activities / 5 personnel / 4.12 staff hours
- This program runs May to July, or as needed

### **Hydrant Inspection Program**

The Hydrant Inspection Program in the El Dorado Hills area includes over 3,000 public fire hydrants. These hydrants are owned by El Dorado County Irrigation District, however you will see our Firefighters out doing inspections on the fire hydrants to ensure that each one is operational, ensuring that they can be relied upon in a moment's notice to provide fire flow for the protection of a business or home.

- 0 activities / 0 personnel / 0 staff hours
- This program runs year-round. Hydrants that need repair are sent to EID for maintenance.

### **Business Inspection Program**

The Business Inspection Program includes all inspection activities performed by fire crews or Prevention staff. These activities involve all CA State Fire Marshal mandated inspections on Assemblies, Schools, Hazardous Occupancies, Hotels, RCFEs, Apartments, etc. Fire crews inspect the standard business occupancies on a semi-annual basis, as well as all gates annually in EDH to help ensure the functionality of those gates in the event of an emergency.

- 237 activities / 259 personnel / 144.2 staff hours
- This program runs year-round
- 84, 85, 86 have assigned inspections for 2018 to be completed by June 30, 2018
- 87 has assigned inspections for 2018 to be completed by December 15, 2018
- Prevention performs over 1,000 inspections annually, including all CA SFM mandated inspections - Assemblies, Schools, Hazardous Facilities, Hotels, RCFEs, Rural Water Tanks/Hydrants & more.

### **Life Jacket Program**

The Life Jacket Program participates in National Safe Boating Week in May each year. The El Dorado Hills Fire Department received a grant from the Life Jacket Loaner Program sponsored by the U.S. and California Boats and Waterways Association which allows our stations 84 & 85 to loan flotation devices to local boaters to help save lives on our local waterways.

- 0 activities / 0 personnel / 0 staff hours
- This program runs from May to September, or as needed

### **Construction Plan Review Program**

The Construction Plan Review Program is responsible for all plan reviews & plan fees in EDH, whether they are for tenant improvements (TI), new construction, new structures, expansions, grading, civil improvements; both residential & commercial. This program ensures that buildings are built in compliance with all codes, providing needed/required safety to the community and Firefighters.

- 70 activities / 70 personnel / 121.86 staff hours
- This program runs year-round

### **Planning & Development Program**

The Planning & Development Program involves residential and commercial planning activities including, but not limited to, Board of Supervisors Hearings, Planning Commission Hearings, Pre-applications, Fire Flows, Specific Plans, Tentative Maps, Time Extensions, Civil Improvements, Design Waivers, Final Maps, Conditions of Approval, Disaster Preparedness, Evacuation Planning, Fire Safety Planning, Wildland Fire Safe Plans, Reporting, and Prevention Division Planning & Development.

- 38 activities / 38 personnel / 42.76 staff hours
- This program runs year-round

### **Smoke & CO Detector Giveaway Program**

This Community Event Program provides much needed public education about Smoke Detectors and Carbon Monoxide Detectors and their proper placement in your home. It covers education on battery replacement and proper functionality to help prevent loss of life due to fire. This event takes many hands to make happen, and involves the Rotary Club, Rotary Interact, EDH Fire personnel, and volunteers in support. One community is picked each year and teams canvas the selected area, providing detectors, batteries, and installation services to anyone who needs them.

- 0 activities / 0 personnel / 0 staff hours
- This program runs August to October, or as needed

### **Fire Prevention Officers Program**

The Fire Prevention Officers Program includes any FPO activity in El Dorado Hills, El Dorado County, and Sacramento areas. This includes attended monthly meetings, Fire Code adoptions, Standards updates and creation, Building Department interaction, Code/Standards committees, etc.

- 9 activities / 15 personnel / 60 staff hours
- This program runs year-round

### **Fire Safe Council Program**

The Fire Safe Council Program involves the Fire Departments interaction and collaboration with Fire Safe Councils and Fire Wise Communities of EDH and surrounding areas, to help create and implement the best fire safety programs, education, events, and other activities that promote fire & life safety in our community. The Fire Departments role is crucial to providing experience and Code related knowledge of fire and emergency information.

- 3 activities / 5 personnel / 15 staff hours
- This program runs March to October, or as needed

### **Programs on the Horizon**

- *Elderly Fire Safety and Fall Prevention Program*
- *Vacation Home Rental Inspection Program*
- *Permit Program per CA SFM & Fire Code*

**\*\*\*Development Snapshot will be provided at the regularly scheduled meeting**



# EL DORADO HILLS FIRE DEPARTMENT

VEHICLE REPORT  
JANUARY – MARCH 2018

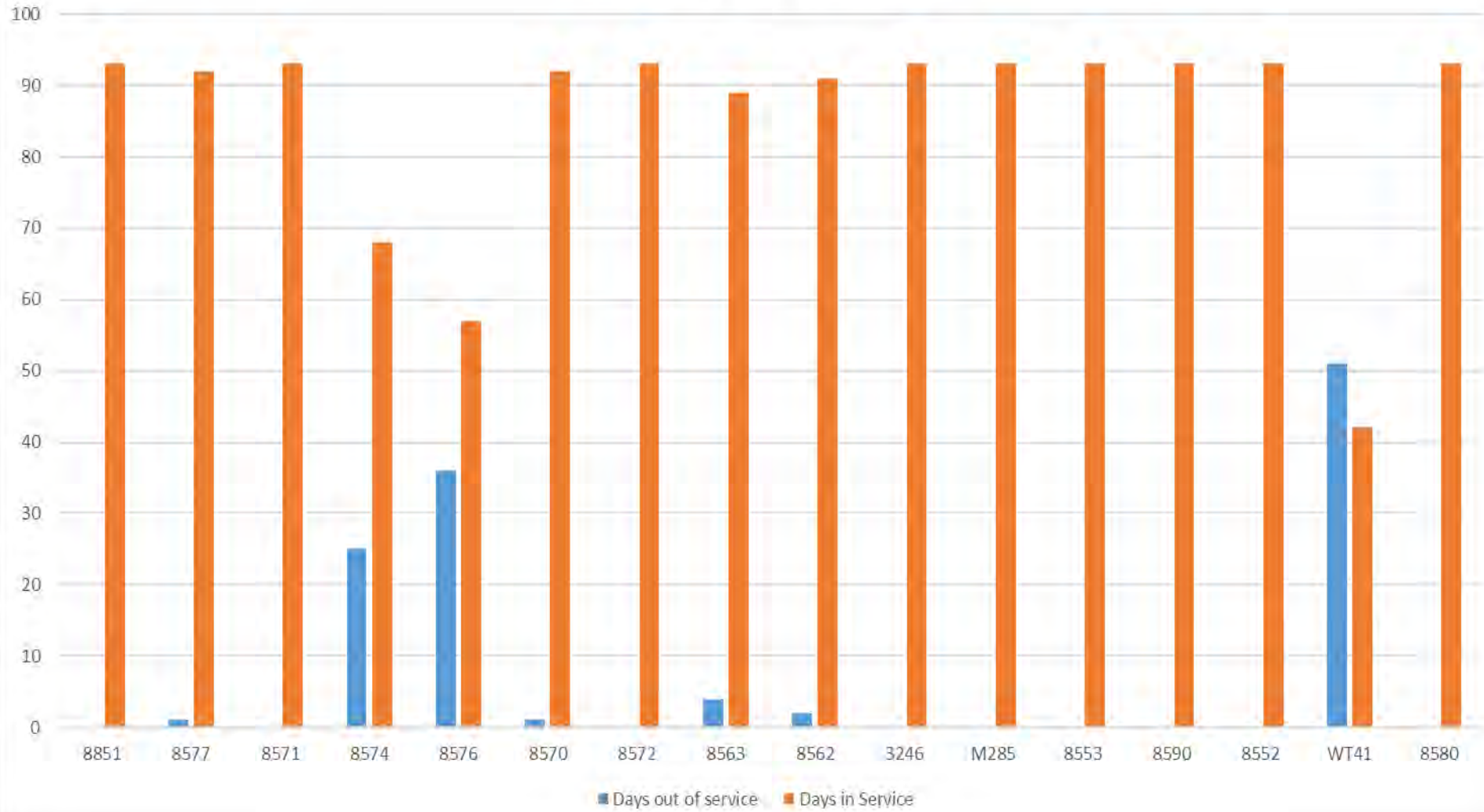
*“YOUR SAFETY ... OUR COMMITMENT”*

## Days In/Out of Service

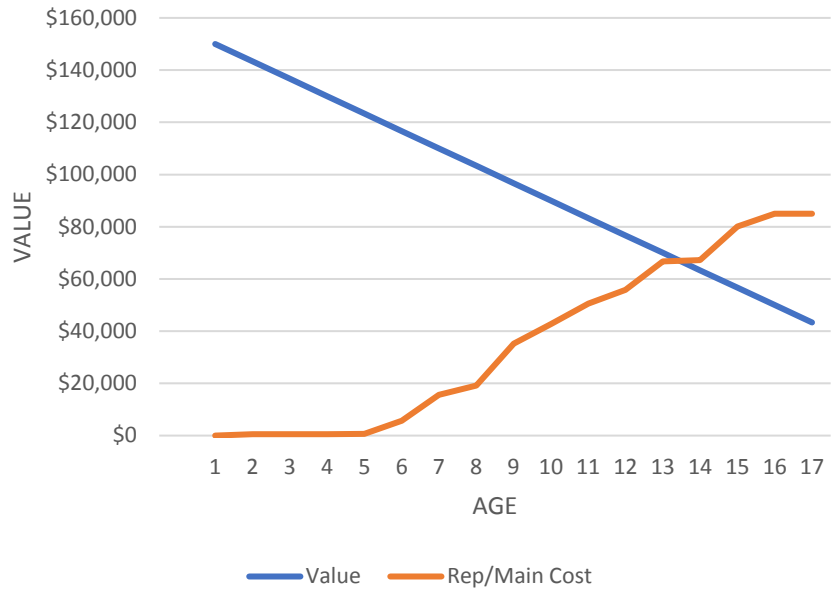
## Vehicle Assessment

- Age, Value, Cost
- Vehicles Included:
  - Air Unit 85
  - Engine 285
  - Engine 85
  - Engine 86
  - Engine 87
  - Engine 286
  - Engine 387
  - Engine 386
  - Engine 84
  - Engine 391
  - P91
  - T85
  - S 91 Type 6
  - Water Tender 92

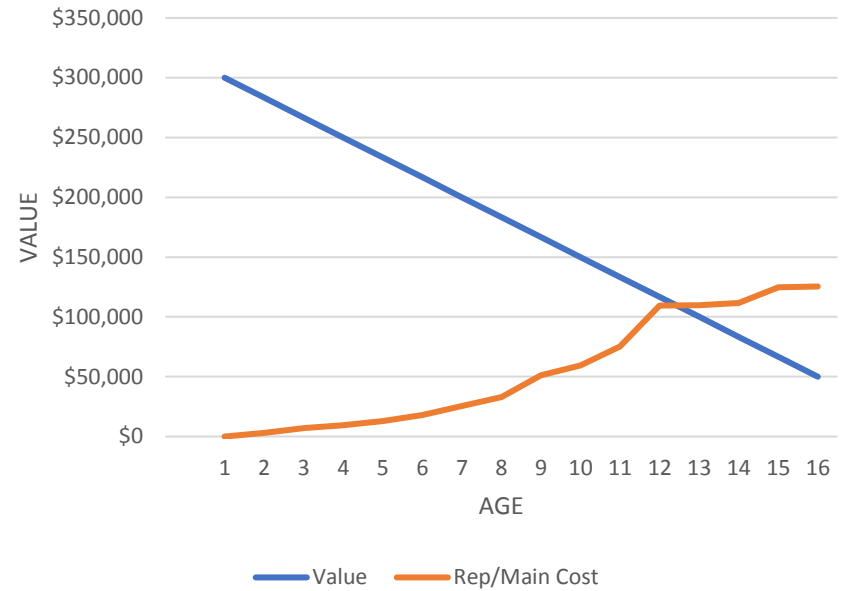
Days In/Out of Service



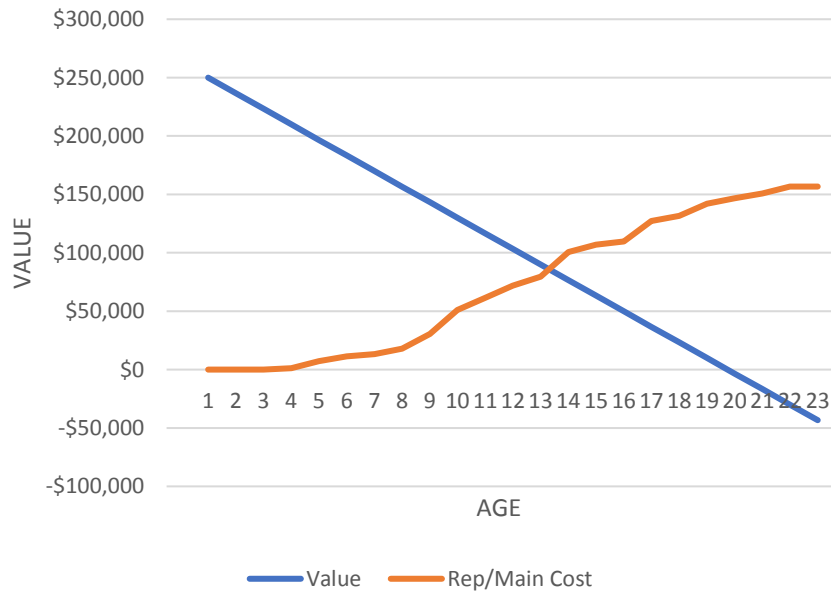
### 8551 (A85)



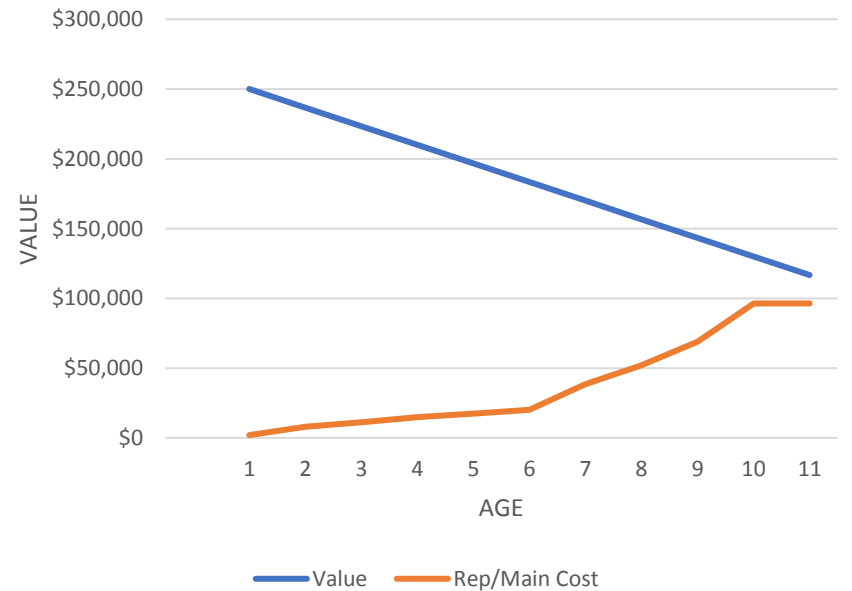
### 8570 (E285)



### 8571 (E85)

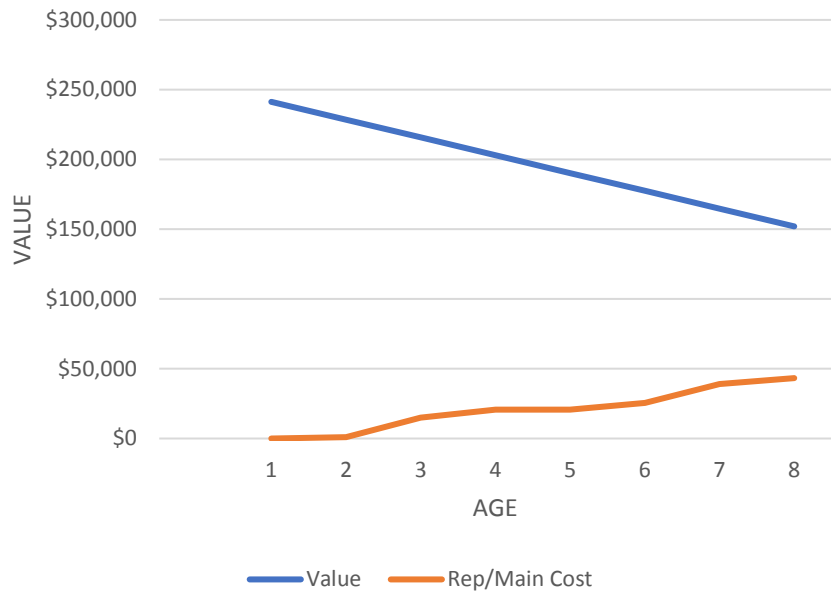


### 8574 (E86)

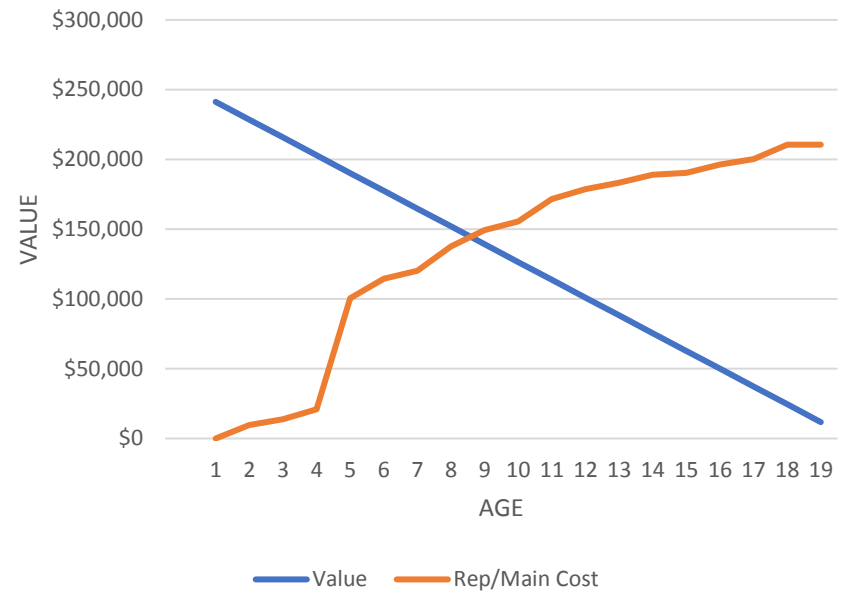




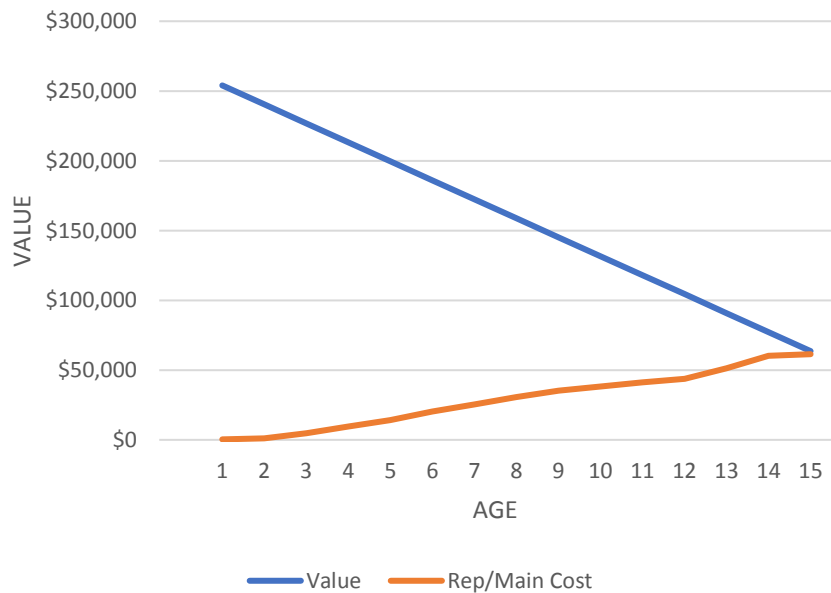
8576 (E87)



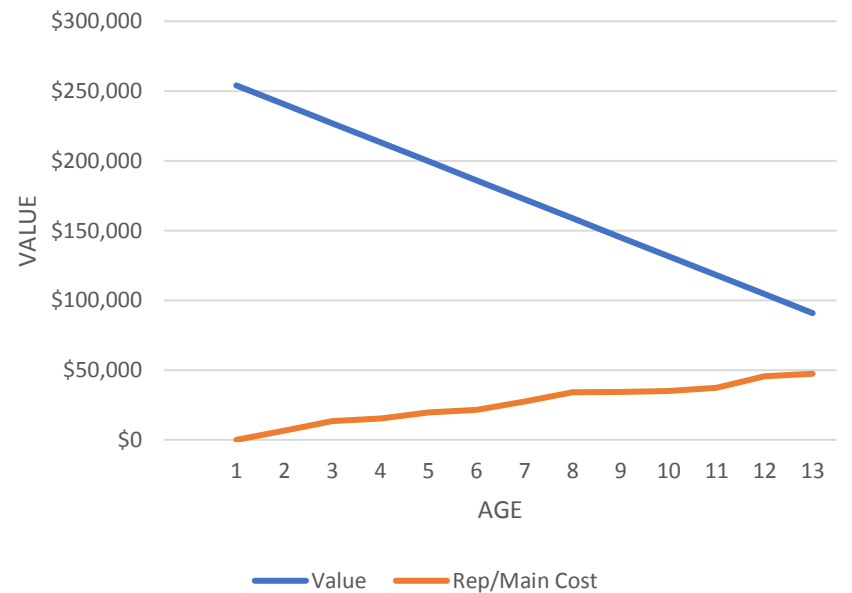
8572 (E286)



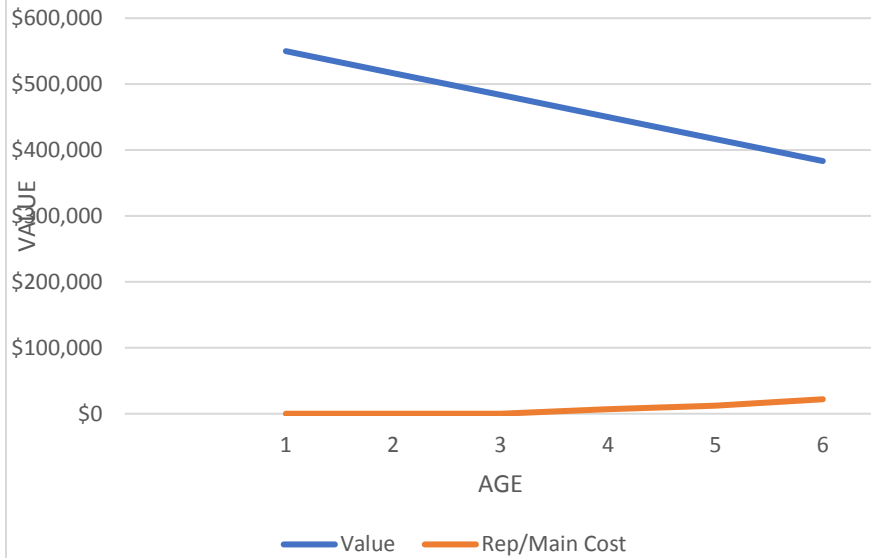
8562 (E387)



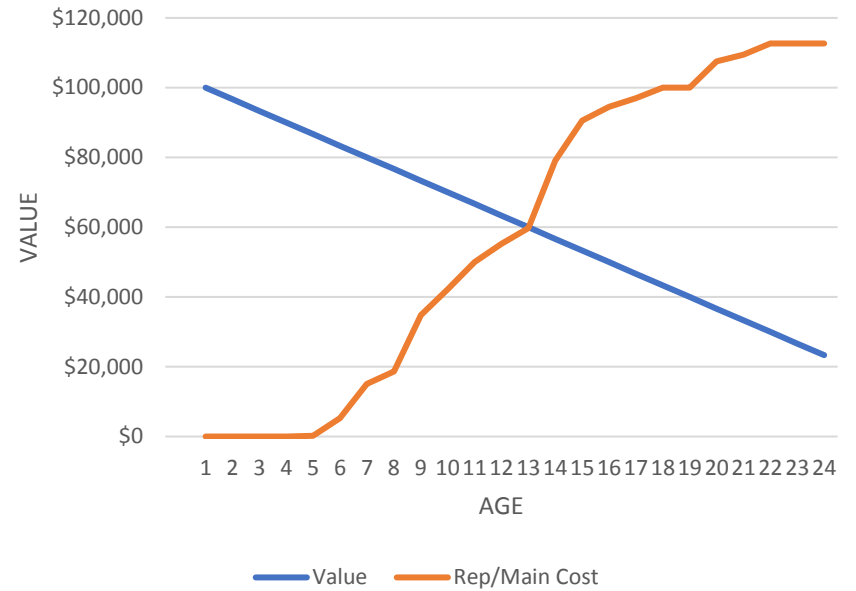
8563 (E386)



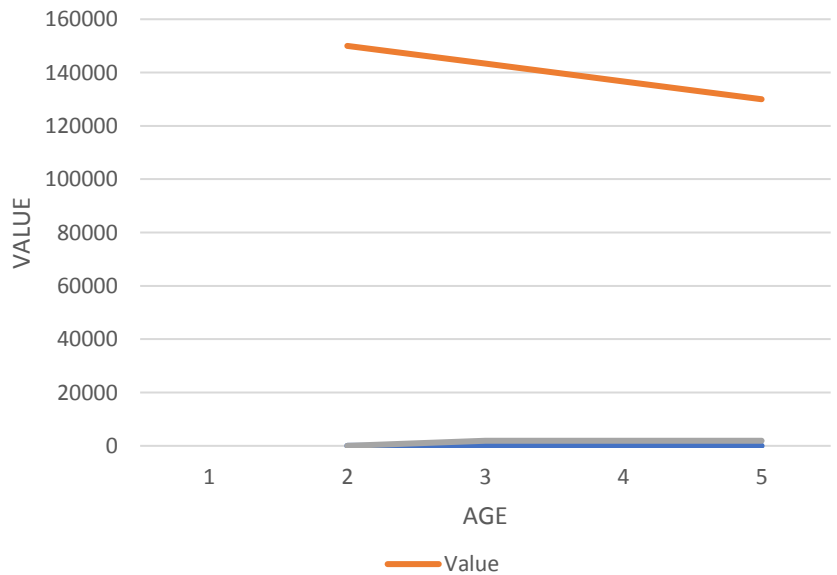
### 8577 (E84)



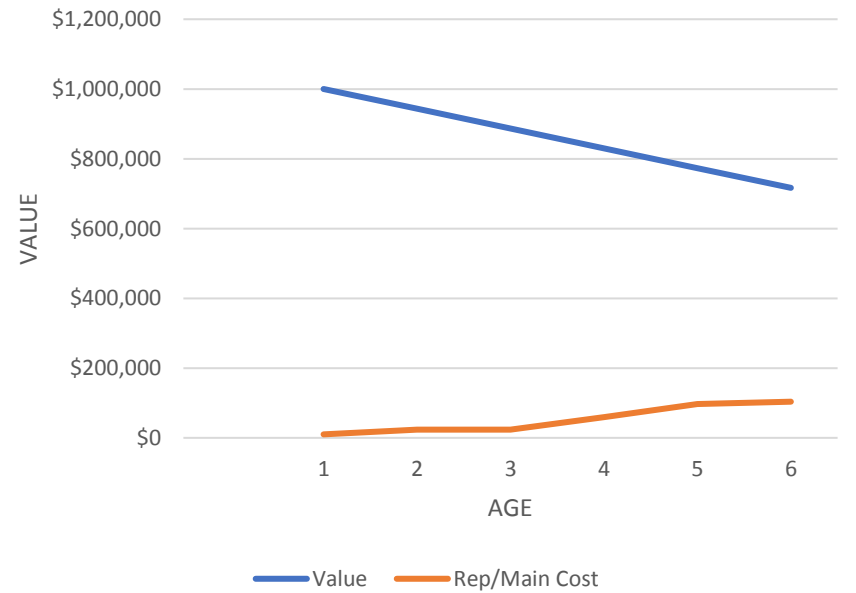
### 8560 (E391)



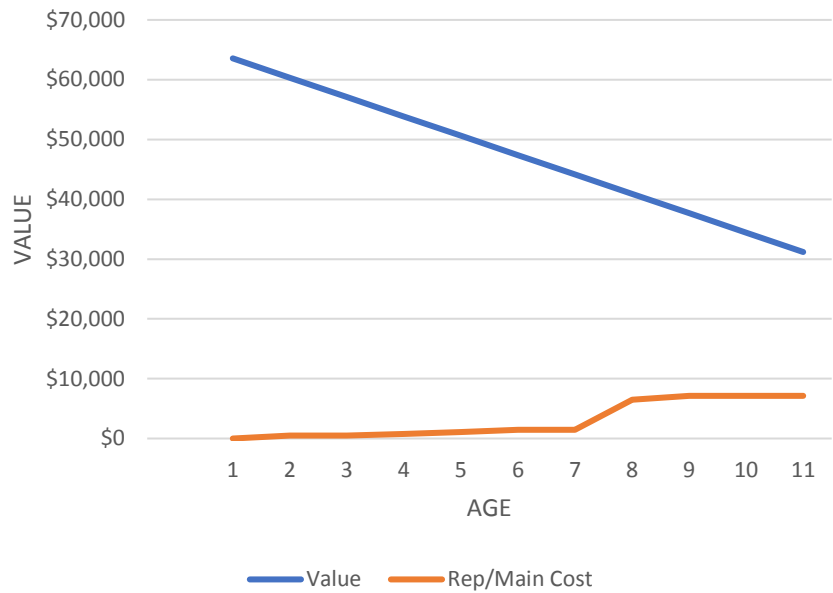
### 8553 (P91)



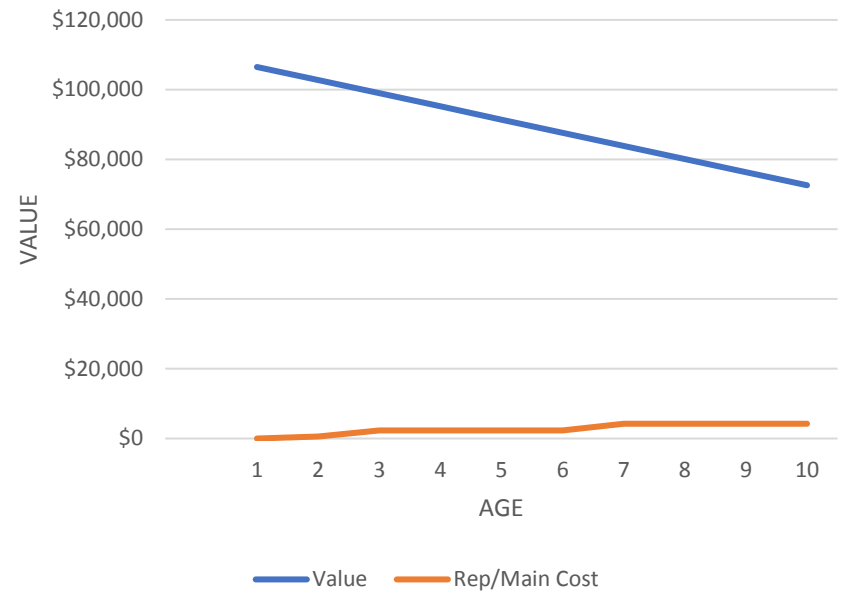
### 8590 (T85)



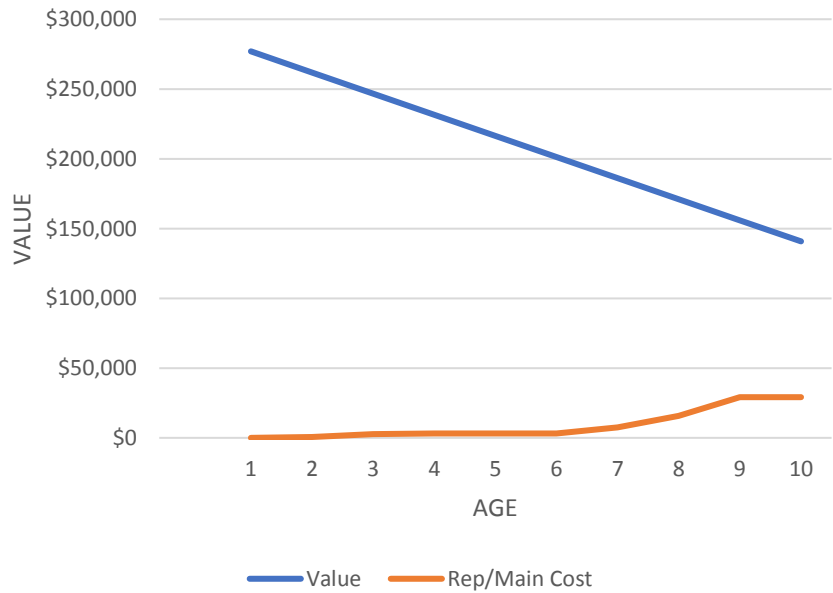
### 8552 (S91)



### 8581 (WT91)



### 8580 (WT92)





**El Dorado Hills Fire Department**  
**Revenue and Expense Forecast - ALL FUNDS**  
**For the Period Ending March 31, 2018**

	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
<b>Revenue</b>					
<b>3240 · Tax Revenue</b>					
3260 · Secured Tax Revenue	16,271,887	16,271,887	-	0%	} Received Latrobe base transfer for 16/17 and 17/18 County administration fee came in lower than anticipated
3270 · Unsecured Tax Revenue	276,634	280,378	3,744	1%	
3280 · Homeowners Tax Revenue	148,380	148,380	-	0%	
3320 · Supplemental Tax Revenue	251,098	251,098	-	0%	
3330 · Sacramento County Revenue	16,200	16,200	-	0%	
3335 · Latrobe Revenue					
3335.2 · Latrobe Special Tax	36,840	36,840	-	0%	
3335.3 · Latrobe Base Transfer	180,000	500,000	320,000	178%	
3340 · Property Tax Administration Fee	(404,964)	(307,782)	97,182	-24%	
<b>Total 3240 · Tax Revenue</b>	<b>16,776,075</b>	<b>17,197,001</b>	<b>420,926</b>	<b>103%</b>	
<b>3505 · Misc. Revenue, Vacant Lot</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	
<b>3506 · Misc. Revenue, Fire Prev. Fees</b>	<b>70,000</b>	<b>74,937</b>	<b>4,937</b>	<b>7%</b>	
<b>3510 · Misc. Operating Revenue</b>					
3512 · JPA Revenue	1,028,857	1,080,721	51,864	5%	Offset by higher JPA expenses
3513 · Rental Income (Cell site)	25,200	25,200	-	0%	
3515 · OES/Mutual Aid Reimbursement	560,000	524,246	(35,754)	-6%	
3520 · Interest Earned	80,000	150,578	70,578	88%	Higher interest rates than budgeted
3510 · Misc. Operating Revenue - Other	20,000	30,805	10,805	54%	Workers' compensation reimbursements
<b>Total 3510 · Misc. Operating Revenue</b>	<b>1,714,057</b>	<b>1,811,550</b>	<b>97,494</b>	<b>106%</b>	
<b>Total Operating Revenue</b>	<b>\$ 18,560,131</b>	<b>\$ 19,083,488</b>	<b>\$ 523,357</b>	<b>103%</b>	



**El Dorado Hills Fire Department**  
**Revenue and Expense Forecast - ALL FUNDS**  
**For the Period Ending March 31, 2018**

	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
<b>3550 · Development Fee</b>					
3560 · Development Fee Revenue	2,500,000	2,392,469	(107,531)	-4%	
3561 · Development Fee Interest	-	47,834	47,834	100%	
<b>Total 3550 · Development Fee</b>	<b>2,500,000</b>	<b>2,440,303</b>	<b>(59,697)</b>	<b>-2%</b>	
<b>3570 · Proceeds from Sale of Assets</b>	<b>-</b>	<b>752,373</b>	<b>752,373</b>	<b>100%</b>	Unbudgeted sale of business park land parcel
<b>Total Revenue</b>	<b>\$ 21,060,131</b>	<b>\$ 22,276,164</b>	<b>\$ 1,216,033</b>	<b>106%</b>	
<b>Expenditures</b>					
<b>6000 · Salaries &amp; Wages</b>					
6001 · Salaries & Wages, Fire	5,931,801	5,753,396	178,405	3%	Vacant positions offset by OT below
6011 · Education/Longevity Pay	484,081	443,619	40,462	8%	Vacant positions offset by OT below
6016 · Salaries & Wages, Admin/Prev	643,697	605,301	38,396	6%	
6017 · Volunteer Pay	-	-	-	0%	
6018 · Director Pay	17,850	13,493	4,358	24%	
6019 · Overtime					
6019.1 · Overtime, Operational	1,561,587	2,070,166	(508,580)	-33%	
6019.2 · Overtime, Outside Aid	480,000	295,154	184,846	39%	
6019.3 · Overtime, JPA	155,479	200,443	(44,964)	-29%	
<b>Total 6019 · Overtime</b>	<b>2,197,066</b>	<b>2,565,763</b>	<b>(368,698)</b>	<b>-17%</b>	Vacant positions partially offset by savings in salaries & wages above
6020 · P.E.R.S. Retirement	2,293,349	2,392,733	(99,384)	-4%	
6030 · Workers Compensation	819,067	725,856	93,211	11%	Savings on 2018 renewal rate
6031 · Life Insurance	6,224	5,077	1,147	18%	
6032 · P.E.R.S. Health Benefits	1,444,276	1,399,993	44,282	3%	Vacant positions offset by OT above
6033 · Disability Insurance	16,758	15,099	1,659	10%	
6034 · Health Cost of Retirees	881,479	892,503	(11,024)	-1%	
6040 · Dental/Vision Expense	177,960	130,594	47,366	27%	



**El Dorado Hills Fire Department**  
**Revenue and Expense Forecast - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6050 · Unemployment Insurance	14,490	13,230	1,260	9%	
6060 · Vacation & Sick Expense Reserve	100,000	100,000	-	0%	
6070 · Medicare	134,842	133,558	1,284	1%	
<b>Total 6000 · Salaries &amp; Wages</b>	<b>15,162,941</b>	<b>15,190,214</b>	<b>(27,273)</b>	<b>0%</b>	
<b>6100 · Clothing &amp; Personal Supplies</b>					
6101 · Uniform Allowance	52,800	48,168	4,632	9%	
6102 · Other Clothing & Personal Supplies	47,683	45,394	2,288	5%	
<b>Total 6100 · Clothing &amp; Personal Supplies</b>	<b>100,483</b>	<b>93,562</b>	<b>6,920</b>	<b>7%</b>	
<b>6110 · Network/Communications</b>					
6111 · Telecommunications	50,544	43,207	7,337	15%	
6112 · Dispatch Services	50,000	59,311	(9,311)	-19%	
6113 · Network/Connectivity	41,225	39,878	1,347	3%	
<b>Total 6110 · Communications</b>	<b>141,769</b>	<b>142,396</b>	<b>(627)</b>	<b>0%</b>	
<b>6120 · Housekeeping</b>	<b>35,268</b>	<b>29,287</b>	<b>5,981</b>	<b>17%</b>	
<b>6130 · Insurance</b>					
6131 · General Insurance	55,000	50,094	4,906	9%	
<b>Total 6130 · Insurance</b>	<b>55,000</b>	<b>50,094</b>	<b>4,906</b>	<b>9%</b>	
<b>6140 · Maintenance of Equipment</b>					
6141 · Tires	21,791	24,495	(2,704)	-12%	
6142 · Parts & Supplies	22,209	19,993	2,216	10%	
6143 · Outside Work	118,167	127,513	(9,346)	-8%	
6144 · Equipment Maintenance	37,308	26,707	10,601	28%	
6145 · Radio Maintenance	24,279	17,270	7,009	29%	
<b>Total 6140 · Maintenance of Equipment</b>	<b>223,754</b>	<b>215,977</b>	<b>7,776</b>	<b>3%</b>	
<b>6150 · Maintenance, Structures &amp; Ground</b>	<b>98,364</b>	<b>92,865</b>	<b>5,499</b>	<b>6%</b>	

**El Dorado Hills Fire Department**  
**Revenue and Expense Forecast - ALL FUNDS**  
For the Period Ending March 31, 2018



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
<b>6160 · Medical Supplies</b>					
6161 · Medical Supplies	5,867	6,422	(555)	-9%	
<b>Total 6160 · Medical Supplies</b>	<b>5,867</b>	<b>6,422</b>	<b>(555)</b>	<b>-9%</b>	
<b>6170 · Dues and Subscriptions</b>	<b>12,655</b>	<b>13,134</b>	<b>(479)</b>	<b>-4%</b>	
<b>6180 · Miscellaneous</b>		-			
6181 · Miscellaneous	3,352	3,161	192	6%	
6182 · Honor Guard	3,562	3,000	562	16%	
6183 · Explorer Program	2,095	6,132	(4,036)	-193%	
6184 · Pipes and Drums	-	-	-	0%	
<b>Total 6180 · Miscellaneous</b>	<b>9,010</b>	<b>12,293</b>	<b>(3,283)</b>	<b>-36%</b>	
<b>6190 · Office Supplies</b>	<b>20,739</b>	<b>21,283</b>	<b>(544)</b>	<b>-3%</b>	
<b>6200 · Professional Services</b>					
6201 · Audit	13,050	12,650	400	3%	
6202 · Legal/Human Resources	161,673	294,752	(133,079)	-82%	Pending legal matters
6203 · Notices	2,514	1,500	1,015	40%	
6204 · Other Professional Services	135,397	113,952	21,445	16%	
6205 · Elections/Tax Administration	-	-	-	0%	
6206 · Public Relations	3,042	2,272	770	25%	
<b>Total 6200 · Professional Services</b>	<b>315,676</b>	<b>425,126</b>	<b>(109,450)</b>	<b>-35%</b>	
<b>6210 · Information Technology</b>					
6211 · Software Licenses/Subscriptions	71,501	55,587	15,914	22%	
6212 · IT Support/Implementation	118,496	114,324	4,173	4%	
<b>Total 6210 · Information Technology</b>	<b>189,997</b>	<b>169,911</b>	<b>20,086</b>	<b>11%</b>	

**El Dorado Hills Fire Department**  
**Revenue and Expense Forecast - ALL FUNDS**  
**For the Period Ending March 31, 2018**



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
<b>6220 · Rents and Leases</b>					
6221 · Facilities/Equipment Lease	14,710	14,595	115	1%	
6222 · Solar Lease	66,936	71,329	(4,393)	-7%	
<b>Total 6220 · Rents and Leases</b>	<b>81,646</b>	<b>85,924</b>	<b>(4,278)</b>	<b>-5%</b>	
<b>6230 · Small Tools and Supplies</b>	<b>78,108</b>	<b>65,199</b>	<b>12,909</b>	<b>17%</b>	Purchased less hose than budgeted
<b>6240 · Special Expenses</b>		-			
6241 · Training	148,981	106,903	42,078	28%	Timing delay in training
6242 · Fire Prevention	64,280	61,792	2,488	4%	
6243 · Licenses	-	10	(10)	100%	
6244 · Directors' Training & Travel	-	-	-	0%	
<b>Total 6240 · Special Expenses</b>	<b>213,261</b>	<b>168,704</b>	<b>44,556</b>	<b>21%</b>	
<b>6250 · Transportation and Travel</b>					
6251 · Fuel and Oil	62,000	57,824	4,176	7%	
6252 · Travel	25,200	19,547	5,653	22%	
6253 · Meals & Refreshments	22,680	18,220	4,460	20%	
<b>Total 6250 · Transportation and Travel</b>	<b>109,880</b>	<b>95,591</b>	<b>14,289</b>	<b>13%</b>	
<b>6260 · Utilities</b>					
6261 · Electricity	16,872	16,012	860	5%	
6262 · Natural Gas/Propane	25,000	16,968	8,032	32%	
6263 · Water/Sewer	16,000	19,628	(3,628)	-23%	
<b>Total 6260 · Utilities</b>	<b>57,872</b>	<b>52,608</b>	<b>5,264</b>	<b>9%</b>	
<b>Total Operating Expenditures</b>	<b>\$ 16,912,288</b>	<b>\$ 16,930,590</b>	<b>\$ (18,302)</b>	<b>0%</b>	

**El Dorado Hills Fire Department**  
**Revenue and Expense Forecast - ALL FUNDS**  
**For the Period Ending March 31, 2018**



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
<b>Operating Revenue - Operating Expenditures</b>	\$ 1,647,843	\$ 2,152,898	\$ 505,054	31%	Favorable Latrobe base transfer; Tax admin fee; Interest
6560 · Pension/OPEB UAL Lump Sum Payment	1,450,000	1,450,000	-	0%	
6720 · Fixed Assets	2,989,298	1,302,525	1,686,773	56%	Budgeted \$1.75M in training center expenditures (spent \$117k to date)
<b>Total Expenditures</b>	\$ 21,351,586	\$ 19,683,115	\$ 1,668,471	8%	
<b>Total Revenue - Total Expense</b>	\$ (291,455)	\$ 2,593,049	\$ 2,884,504		
Less: Development Fee Revenue	(2,500,000)	(2,440,303)	59,697		
Add: Development Fee Qualified Expenditures	1,970,000	600,000	(1,370,000)		
<b>Total Revenue - Total Expense Net of Dev Fees</b>	\$ (821,455)	\$ 752,746	\$ 1,574,201		Operating Revenue; Sale of 87 Land Parcel; Fixed Assets



**El Dorado Hills Fire Department**  
**General Fund Operating Revenue and Expenditures Summary**  
**15-Year Projection - 4% Salaries & Wages**

	Budget FY17/18	Projection FY18/19	Projection FY19/20	Projection FY20/21	Projection FY21/22	Projection FY22/23	Projection FY23/24	Projection FY24/25	Projection FY25/26	Projection FY26/27	Projection FY27/28	Projection FY28/29	Projection FY29/30	Projection FY30/31	Projection FY31/32	Projection FY32/33
<b>Revenue</b>																
Property Tax Revenue	16,776,075	17,863,484	18,562,283	18,980,166	19,407,659	19,844,985	20,292,369	20,750,044	21,218,244	21,697,214	22,187,199	22,688,454	23,201,239	23,725,817	24,262,460	24,811,447
JPA/OES/Other Revenue	1,784,057	1,947,600	1,970,896	1,995,124	2,020,321	2,046,526	2,086,979	2,128,680	2,171,676	2,216,013	2,261,740	2,308,909	2,357,572	2,407,784	2,459,604	2,513,089
<b>Total Revenue</b>	<b>\$ 18,560,131</b>	<b>\$ 19,811,084</b>	<b>\$ 20,533,179</b>	<b>\$ 20,975,289</b>	<b>\$ 21,427,980</b>	<b>\$ 21,891,511</b>	<b>\$ 22,379,348</b>	<b>\$ 22,878,724</b>	<b>\$ 23,389,920</b>	<b>\$ 23,913,226</b>	<b>\$ 24,448,939</b>	<b>\$ 24,997,363</b>	<b>\$ 25,558,810</b>	<b>\$ 26,133,601</b>	<b>\$ 26,722,064</b>	<b>\$ 27,324,536</b>
<b>Expenditures</b>																
Wages & Benefits (excluding Pension)	12,869,591	13,610,299	14,235,710	14,786,133	15,356,953	15,950,888	16,570,698	17,215,582	17,884,781	18,581,180	19,305,908	20,060,143	20,845,113	21,662,095	22,512,423	23,397,483
PERS Retirement (Pension)	2,293,349	2,443,000	2,675,000	3,050,000	3,354,000	3,633,000	3,861,000	4,100,000	4,326,000	4,523,000	4,686,000	4,953,000	5,151,120	5,357,165	5,571,451	5,794,309
Other Operating Expenditures	1,749,348	1,818,972	1,836,837	1,906,387	1,925,785	1,998,176	2,019,163	2,094,532	2,117,242	2,195,722	2,220,244	2,301,961	2,328,428	2,413,514	2,442,895	2,528,428
<b>Total Operating Expenditures</b>	<b>\$ 16,912,289</b>	<b>\$ 17,872,271</b>	<b>\$ 18,747,547</b>	<b>\$ 19,742,520</b>	<b>\$ 20,636,738</b>	<b>\$ 21,582,063</b>	<b>\$ 22,450,861</b>	<b>\$ 23,410,114</b>	<b>\$ 24,328,023</b>	<b>\$ 25,299,901</b>	<b>\$ 26,212,152</b>	<b>\$ 27,315,104</b>	<b>\$ 28,324,661</b>	<b>\$ 29,432,774</b>	<b>\$ 30,526,769</b>	<b>\$ 31,720,221</b>
Additional Discretionary Lump Sum Pmts	1,450,000	1,080,000	930,000	380,000	(60,000)	(540,000)	(920,000)	(1,320,000)	-	-	-	-	-	-	-	-
Capital Expenditures/Transfer to CRF	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000
<b>Total Expenditures</b>	<b>\$ 19,212,289</b>	<b>\$ 19,802,271</b>	<b>\$ 20,527,547</b>	<b>\$ 20,972,520</b>	<b>\$ 21,426,738</b>	<b>\$ 21,892,063</b>	<b>\$ 22,380,861</b>	<b>\$ 22,940,114</b>	<b>\$ 25,178,023</b>	<b>\$ 26,149,901</b>	<b>\$ 27,062,152</b>	<b>\$ 28,165,104</b>	<b>\$ 29,174,661</b>	<b>\$ 30,282,774</b>	<b>\$ 31,376,769</b>	<b>\$ 32,570,221</b>
<b>Total Revenue - Total Expenditures</b>	<b>\$ (652,157)</b>	<b>\$ 8,812</b>	<b>\$ 5,632</b>	<b>\$ 2,769</b>	<b>\$ 1,242</b>	<b>\$ (553)</b>	<b>\$ (1,513)</b>	<b>\$ (61,391)</b>	<b>\$ (1,788,103)</b>	<b>\$ (2,236,675)</b>	<b>\$ (2,613,213)</b>	<b>\$ (3,167,741)</b>	<b>\$ (3,615,851)</b>	<b>\$ (4,149,173)</b>	<b>\$ (4,654,705)</b>	<b>\$ (5,245,685)</b>
<b>General Reserve Fund, Beginning</b>	<b>13,313,206</b>	<b>12,661,049</b>	<b>12,669,861</b>	<b>12,675,493</b>	<b>12,678,262</b>	<b>12,679,504</b>	<b>12,678,952</b>	<b>12,677,438</b>	<b>12,616,048</b>	<b>10,827,944</b>	<b>8,591,269</b>	<b>5,978,056</b>	<b>2,810,314</b>	<b>(805,536)</b>	<b>(4,954,709)</b>	<b>(9,609,414)</b>
<b>General Reserve Fund, Ending</b>	<b>12,661,049</b>	<b>12,669,861</b>	<b>12,675,493</b>	<b>12,678,262</b>	<b>12,679,504</b>	<b>12,678,952</b>	<b>12,677,438</b>	<b>12,616,048</b>	<b>10,827,944</b>	<b>8,591,269</b>	<b>5,978,056</b>	<b>2,810,314</b>	<b>(805,536)</b>	<b>(4,954,709)</b>	<b>(9,609,414)</b>	<b>(14,855,099)</b>
% Change in Total Wages & Benefits		5.8%	4.6%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%	3.9%
% Change in PERS Retirement Cost		6.5%	9.5%	14.0%	10.0%	8.3%	6.3%	6.2%	5.5%	4.6%	3.6%	5.7%	4.0%	4.0%	4.0%	4.0%
% Change in Other Operating Expenditures (Excluding W&B)		4.0%	1.0%	3.8%	1.0%	3.8%	1.1%	3.7%	1.1%	3.7%	1.1%	3.7%	1.1%	3.7%	1.2%	3.5%
% Change in Total Revenue		6.7%	3.6%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.3%	2.3%

**Key Assumptions:**  
- Revenue based on Board approved assumptions (5.5% for 2018/19; 4% for 2019/20; 2.3% per year thereafter)  
- Wages & Benefits increase at a rate of 4% per year per Board approved assumptions list (1.5% to 2.5% average increase due to step raises)

"Smoothing" of Revenue - Expenditures utilizing PARS trust account

- PARS trust account depleted from utilization of smoothing  
- Total expenditures exceed total revenue

- General Reserve Fund balance falls below 50% of total operating expenditures = dry period funding (bank w/ county)  
- General Reserve Fund balance continues on rapid decline in out years

Potential debt financing required





**El Dorado Hills Fire Department**  
**General Fund Operating Revenue and Expenditures Summary**  
**15-Year Projection - 2.3% Salaries & Wages**

	Budget FY17/18	Projection FY18/19	Projection FY19/20	Projection FY20/21	Projection FY21/22	Projection FY22/23	Projection FY23/24	Projection FY24/25	Projection FY25/26	Projection FY26/27	Projection FY27/28	Projection FY28/29	YEAR 12 Projection FY29/30	Projection FY30/31	Projection FY31/32	Projection FY32/33
<b>Revenue</b>																
Property Tax Revenue	16,776,075	17,863,484	18,562,283	18,980,166	19,407,659	19,844,985	20,292,369	20,750,044	21,218,244	21,697,214	22,187,199	22,688,454	23,201,239	23,725,817	24,262,460	24,811,447
JPA/OES/Other Revenue	1,784,057	1,938,080	1,951,256	1,964,736	1,978,525	1,992,631	2,020,262	2,048,383	2,077,005	2,106,135	2,135,785	2,165,965	2,196,685	2,227,955	2,259,787	2,292,191
<b>Total Revenue</b>	<b>\$ 18,560,131</b>	<b>\$ 19,801,564</b>	<b>\$ 20,513,540</b>	<b>\$ 20,944,901</b>	<b>\$ 21,386,184</b>	<b>\$ 21,837,616</b>	<b>\$ 22,312,632</b>	<b>\$ 22,798,427</b>	<b>\$ 23,295,249</b>	<b>\$ 23,803,349</b>	<b>\$ 24,322,985</b>	<b>\$ 24,854,420</b>	<b>\$ 25,397,924</b>	<b>\$ 25,953,772</b>	<b>\$ 26,522,248</b>	<b>\$ 27,103,638</b>
<b>Expenditures</b>																
Wages & Benefits (excluding Pension)	12,869,591	13,623,257	14,077,524	14,446,010	14,823,574	15,212,393	15,614,655	16,028,965	16,453,943	16,891,827	17,343,070	17,808,145	18,287,543	18,781,774	19,291,370	19,816,884
PERS Retirement (Pension)	2,293,349	2,443,000	2,675,000	3,050,000	3,354,000	3,633,000	3,861,000	4,100,000	4,326,000	4,523,000	4,686,000	4,953,000	5,151,120	5,357,165	5,571,451	5,794,309
Other Operating Expenditures	1,749,348	1,818,972	1,836,837	1,906,387	1,925,785	1,998,176	2,019,163	2,094,532	2,117,242	2,195,722	2,220,244	2,301,961	2,328,428	2,413,514	2,442,895	2,528,428
<b>Total Operating Expenditures</b>	<b>\$ 16,912,289</b>	<b>\$ 17,885,229</b>	<b>\$ 18,589,361</b>	<b>\$ 19,402,397</b>	<b>\$ 20,103,360</b>	<b>\$ 20,843,569</b>	<b>\$ 21,494,819</b>	<b>\$ 22,223,497</b>	<b>\$ 22,897,186</b>	<b>\$ 23,610,549</b>	<b>\$ 24,249,315</b>	<b>\$ 25,063,106</b>	<b>\$ 25,767,091</b>	<b>\$ 26,552,453</b>	<b>\$ 27,305,717</b>	<b>\$ 28,139,621</b>
Additional Discretionary Lump Sum Pmts	1,450,000	1,060,000	1,070,000	690,000	430,000	140,000	(30,000)	(280,000)	(450,000)	(660,000)	(780,000)	(1,060,000)	(580,000)	-	-	-
Capital Expenditures/Transfer to CRF	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000
<b>Total Expenditures</b>	<b>\$ 19,212,289</b>	<b>\$ 19,795,229</b>	<b>\$ 20,509,361</b>	<b>\$ 20,942,397</b>	<b>\$ 21,383,360</b>	<b>\$ 21,833,569</b>	<b>\$ 22,314,819</b>	<b>\$ 22,793,497</b>	<b>\$ 23,297,186</b>	<b>\$ 23,800,549</b>	<b>\$ 24,319,315</b>	<b>\$ 24,853,106</b>	<b>\$ 26,037,091</b>	<b>\$ 27,402,453</b>	<b>\$ 28,155,717</b>	<b>\$ 28,989,621</b>
<b>Total Revenue - Total Expenditures</b>	<b>\$ (652,157)</b>	<b>\$ 6,334</b>	<b>\$ 4,179</b>	<b>\$ 2,505</b>	<b>\$ 2,824</b>	<b>\$ 4,048</b>	<b>\$ (2,187)</b>	<b>\$ 4,930</b>	<b>\$ (1,937)</b>	<b>\$ 2,800</b>	<b>\$ 3,670</b>	<b>\$ 1,314</b>	<b>\$ (639,167)</b>	<b>\$ (1,448,681)</b>	<b>\$ (1,633,469)</b>	<b>\$ (1,885,983)</b>
<b>General Reserve Fund, Beginning</b>	<b>13,313,206</b>	<b>12,661,049</b>	<b>12,667,383</b>	<b>12,671,562</b>	<b>12,674,066</b>	<b>12,676,890</b>	<b>12,680,938</b>	<b>12,678,751</b>	<b>12,683,680</b>	<b>12,681,743</b>	<b>12,684,543</b>	<b>12,688,213</b>	<b>12,689,527</b>	<b>12,050,360</b>	<b>10,601,679</b>	<b>8,968,209</b>
<b>General Reserve Fund, Ending</b>	<b>12,661,049</b>	<b>12,667,383</b>	<b>12,671,562</b>	<b>12,674,066</b>	<b>12,676,890</b>	<b>12,680,938</b>	<b>12,678,751</b>	<b>12,683,680</b>	<b>12,681,743</b>	<b>12,684,543</b>	<b>12,688,213</b>	<b>12,689,527</b>	<b>12,050,360</b>	<b>10,601,679</b>	<b>8,968,209</b>	<b>7,082,226</b>
% Change in Total Wages & Benefits		5.9%	3.3%	2.6%	2.6%	2.6%	2.6%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%
% Change in PERS Retirement Cost		6.5%	9.5%	14.0%	10.0%	8.3%	6.3%	6.2%	5.5%	4.6%	3.6%	5.7%	4.0%	4.0%	4.0%	4.0%
% Change in Other Operating Expenditures (Excluding W&B)		4.0%	1.0%	3.8%	1.0%	3.8%	1.1%	3.7%	1.1%	3.7%	1.1%	3.7%	1.1%	3.7%	1.2%	3.5%
% Change in Total Revenue		6.7%	3.6%	2.1%	2.1%	2.1%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%	2.2%

**Key Assumptions:**  
- Revenue based on Board approved assumptions (5.5% for 2018/19; 4% for 2019/20; 2.3% per year thereafter)  
- Wages & Benefits increase at a rate of 2.3% per year to match average revenue increase (1.5% to 2.5% average increase due to step raises)

Assumes 2.3% increase in Salaries & Wages (Step Increases expected to be approximately 2%, leaving 0.3% for negotiations)

"Smoothing" of Revenue - Expenditures utilizing PARS trust account

- General Reserve Fund balance falls below 50% of total operating expenditures = dry period funding (bank w/ county)  
- PARS trust account depleted from utilization of smoothing  
- Total expenditures exceed total revenue  
- General Reserve Fund balance continues on rapid decline in out years



**El Dorado Hills Fire Department**  
**General Fund Operating Revenue and Expenditures Summary**  
**15-Year Projection - "Market Crash" Scenario**

	Budget FY17/18	Projection FY18/19	Projection FY19/20	Projection FY20/21	YEAR 4 Projection FY21/22	Projection FY22/23	Projection FY23/24	YEAR 7 Projection FY24/25	Projection FY25/26	Projection FY26/27	Projection FY27/28	Projection FY28/29	Projection FY29/30	Projection FY30/31	Projection FY31/32	Projection FY32/33
<b>Revenue</b>																
Property Tax Revenue	16,776,075	17,863,484	18,562,283	17,406,748	15,918,457	15,720,942	15,794,890	16,384,317	18,352,971	19,436,213	20,390,236	21,881,990	23,043,159	23,932,216	24,460,354	25,001,483
JPA/OES/Other Revenue	1,784,057	1,938,080	1,951,256	1,964,736	1,978,525	1,992,631	2,020,262	2,048,383	2,077,005	2,106,135	2,135,785	2,165,965	2,196,685	2,227,955	2,259,787	2,292,191
<b>Total Revenue</b>	<b>\$ 18,560,131</b>	<b>\$ 19,801,564</b>	<b>\$ 20,513,540</b>	<b>\$ 19,371,484</b>	<b>\$ 17,896,982</b>	<b>\$ 17,713,573</b>	<b>\$ 17,815,152</b>	<b>\$ 18,432,700</b>	<b>\$ 20,429,976</b>	<b>\$ 21,542,349</b>	<b>\$ 22,526,022</b>	<b>\$ 24,047,955</b>	<b>\$ 25,239,844</b>	<b>\$ 26,160,171</b>	<b>\$ 26,720,141</b>	<b>\$ 27,293,674</b>
<b>Expenditures</b>																
Wages & Benefits (excluding Pension)	12,869,591	13,445,451	13,895,629	14,259,931	14,633,216	15,017,656	15,415,439	15,825,167	16,245,458	16,678,547	17,124,884	17,584,941	18,059,205	18,548,185	19,052,408	19,572,425
PERS Retirement (Pension)	2,293,349	2,443,000	2,675,000	3,050,000	3,354,000	3,633,000	3,861,000	4,100,000	4,326,000	4,523,000	4,686,000	4,953,000	5,151,120	5,357,165	5,571,451	5,794,309
Other Operating Expenditures	1,749,348	1,818,972	1,836,837	1,906,387	1,925,785	1,998,176	2,019,163	2,094,532	2,117,242	2,195,722	2,220,244	2,301,961	2,328,428	2,413,514	2,442,895	2,528,428
<b>Total Operating Expenditures</b>	<b>\$ 16,912,289</b>	<b>\$ 17,707,423</b>	<b>\$ 18,407,466</b>	<b>\$ 19,216,318</b>	<b>\$ 19,913,001</b>	<b>\$ 20,648,832</b>	<b>\$ 21,295,603</b>	<b>\$ 22,019,700</b>	<b>\$ 22,688,701</b>	<b>\$ 23,397,268</b>	<b>\$ 24,031,129</b>	<b>\$ 24,839,902</b>	<b>\$ 25,538,753</b>	<b>\$ 26,318,864</b>	<b>\$ 27,066,755</b>	<b>\$ 27,895,163</b>
Additional Discretionary Lump Sum Pmts	1,450,000	1,240,000	1,250,000	(690,000)	(2,250,000)	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures/Transfer to CRF	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000
<b>Total Expenditures</b>	<b>\$ 19,212,289</b>	<b>\$ 19,797,423</b>	<b>\$ 20,507,466</b>	<b>\$ 19,376,318</b>	<b>\$ 18,513,001</b>	<b>\$ 21,498,832</b>	<b>\$ 22,145,603</b>	<b>\$ 22,869,700</b>	<b>\$ 23,538,701</b>	<b>\$ 24,247,268</b>	<b>\$ 24,881,129</b>	<b>\$ 25,689,902</b>	<b>\$ 26,388,753</b>	<b>\$ 27,168,864</b>	<b>\$ 27,916,755</b>	<b>\$ 28,745,163</b>
<b>Total Revenue - Total Expenditures</b>	<b>\$ (652,157)</b>	<b>\$ 4,140</b>	<b>\$ 6,074</b>	<b>\$ (4,834)</b>	<b>\$ (616,019)</b>	<b>\$ (3,785,258)</b>	<b>\$ (4,330,451)</b>	<b>\$ (4,436,999)</b>	<b>\$ (3,108,725)</b>	<b>\$ (2,704,920)</b>	<b>\$ (2,355,107)</b>	<b>\$ (1,641,947)</b>	<b>\$ (1,148,909)</b>	<b>\$ (1,008,693)</b>	<b>\$ (1,196,613)</b>	<b>\$ (1,451,489)</b>
<b>General Reserve Fund, Beginning</b>	<b>13,313,206</b>	<b>12,661,049</b>	<b>12,665,189</b>	<b>12,671,263</b>	<b>12,666,429</b>	<b>12,050,409</b>	<b>8,265,151</b>	<b>3,934,700</b>	<b>(502,299)</b>	<b>(3,611,024)</b>	<b>(6,315,944)</b>	<b>(8,671,051)</b>	<b>(10,312,998)</b>	<b>(11,461,907)</b>	<b>(12,470,599)</b>	<b>(13,667,213)</b>
<b>General Reserve Fund, Ending</b>	<b>12,661,049</b>	<b>12,665,189</b>	<b>12,671,263</b>	<b>12,666,429</b>	<b>12,050,409</b>	<b>8,265,151</b>	<b>3,934,700</b>	<b>(502,299)</b>	<b>(3,611,024)</b>	<b>(6,315,944)</b>	<b>(8,671,051)</b>	<b>(10,312,998)</b>	<b>(11,461,907)</b>	<b>(12,470,599)</b>	<b>(13,667,213)</b>	<b>(15,118,701)</b>
% Change in Total Wages & Benefits		4.5%	3.3%	2.6%	2.6%	2.6%	2.6%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%
% Change in PERS Retirement Cost		6.5%	9.5%	14.0%	10.0%	8.3%	6.3%	6.2%	5.5%	4.6%	3.6%	5.7%	4.0%	4.0%	4.0%	4.0%
% Change in Other Operating Expenditures (Excluding W&B)		4.0%	1.0%	3.8%	1.0%	3.8%	1.1%	3.7%	1.1%	3.7%	1.1%	3.7%	1.1%	3.7%	1.2%	3.5%
% Change in Total Revenue		6.7%	3.6%	-5.6%	-7.6%	-1.0%	0.6%	3.5%	10.8%	5.4%	4.6%	6.8%	5.0%	3.6%	2.1%	2.1%

"Smoothing" of Revenue - Expenditures utilizing PARS trust account

- PARS trust account depleted from utilization of smoothing  
 - Total expenditures exceed total revenue  
 - General Reserve Fund balance falls below 50% of total operating expenditures = dry period funding (bank w/ county)  
 - General Reserve Fund balance continues on rapid decline in out years

Potential debt financing required

**Key Assumptions:**  
 - Revenue for Years 1 and 2 based on agreed upon assumptions (5.5% for 2018/19 and 4% for 2019/20)  
 - "Market Crash" scenario mimics actual property tax revenue pattern (percent changes) from 2009/10 to 2017/18 starting in Year 3 (2020/21)  
 - Wages & Benefits increase at a rate of 2.3% per year (1.5% to 2.5% average increase due to step raises)  
 - All other assumptions per Board approved assumptions list

**Verizon Wireless • Proposed Base Station (Site No. 252898 “Pat Dorado”)  
1050 Wilson Boulevard • El Dorado Hills, California**

**Statement of Hammett & Edison, Inc., Consulting Engineers**

The firm of Hammett & Edison, Inc., Consulting Engineers, has been retained on behalf of Verizon Wireless, a personal wireless telecommunications carrier, to evaluate the base station (Site No. 252898 “Pat Dorado”) proposed to be located at 1050 Wilson Boulevard in El Dorado Hills, California, for compliance with appropriate guidelines limiting human exposure to radio frequency (“RF”) electromagnetic fields.

**Executive Summary**

Verizon proposes to install directional panel antennas at the El Dorado Hills Fire Station No. 85, located at 1050 Wilson Boulevard in El Dorado Hills. The proposed operation will comply with the FCC guidelines limiting public exposure to RF energy.

**Prevailing Exposure Standards**

The U.S. Congress requires that the Federal Communications Commission (“FCC”) evaluate its actions for possible significant impact on the environment. A summary of the FCC’s exposure limits is shown in Figure 1. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health. The most restrictive FCC limit for exposures of unlimited duration to radio frequency energy for several personal wireless services are as follows:

Wireless Service	Frequency Band	Occupational Limit	Public Limit
Microwave (Point-to-Point)	5–80 GHz	5.00 mW/cm <sup>2</sup>	1.00 mW/cm <sup>2</sup>
WiFi (and unlicensed uses)	2–6	5.00	1.00
BRS (Broadband Radio)	2,600 MHz	5.00	1.00
WCS (Wireless Communication)	2,300	5.00	1.00
AWS (Advanced Wireless)	2,100	5.00	1.00
PCS (Personal Communication)	1,950	5.00	1.00
Cellular	870	2.90	0.58
SMR (Specialized Mobile Radio)	855	2.85	0.57
700 MHz	700	2.40	0.48
[most restrictive frequency range]	30–300	1.00	0.20

**General Facility Requirements**

Base stations typically consist of two distinct parts: the electronic transceivers (also called “radios” or “channels”) that are connected to the traditional wired telephone lines, and the passive antennas that send the wireless signals created by the radios out to be received by individual subscriber units. The transceivers are often located at ground level and are connected to the antennas by coaxial cables. A small antenna for reception of GPS signals is also required, mounted with a clear view of the sky. Because of the short wavelength of the frequencies assigned by the FCC for wireless services, the

**Verizon Wireless • Proposed Base Station (Site No. 252898 “Pat Dorado”)  
1050 Wilson Boulevard • El Dorado Hills, California**

antennas require line-of-sight paths for their signals to propagate well and so are installed at some height above ground. The antennas are designed to concentrate their energy toward the horizon, with very little energy wasted toward the sky or the ground. This means that it is generally not possible for exposure conditions to approach the maximum permissible exposure limits without being physically very near the antennas.

**Computer Modeling Method**

The FCC provides direction for determining compliance in its Office of Engineering and Technology Bulletin No. 65, “Evaluating Compliance with FCC-Specified Guidelines for Human Exposure to Radio Frequency Radiation,” dated August 1997. Figure 2 describes the calculation methodologies, reflecting the facts that a directional antenna’s radiation pattern is not fully formed at locations very close by (the “near-field” effect) and that at greater distances the power level from an energy source decreases with the square of the distance from it (the “inverse square law”). The conservative nature of this method for evaluating exposure conditions has been verified by numerous field tests.

**Site and Facility Description**

Based upon information provided by Verizon, including zoning drawings by MT2 Telecom, dated January 4, 2018, it is proposed to install nine CommScope Model NHH-65B directional panel antennas within a 12-foot extension to be constructed on top of the 43½-foot hose tower at the El Dorado Hills Fire Station No. 85, located at 1050 Wilson Boulevard in the El Dorado Hills area of unincorporated El Dorado County. The antennas would employ up to 4° downtilt, would be mounted at an effective height of about 52 feet above ground, 28 feet above the main roof of the fire station, and would be oriented in groups of three toward 160°T, 250°T, and 340°T. The maximum effective radiated power in any direction would be 27,900 watts, representing simultaneous operation at 12,030 watts for AWS, 5,000 watts for PCS, 5,500 watts for cellular, and 5,370 watts for 700 MHz service. There are reported no other wireless telecommunications base stations at the site or nearby.

**Study Results**

For a person anywhere at ground, the maximum RF exposure level due to the proposed Verizon operation is calculated to be 0.089 mW/cm<sup>2</sup>, which is 9.1% of the applicable public exposure limit. The maximum calculated level at the second-floor elevation of any nearby building\* is 5.8% of the public exposure limit. It should be noted that these results include several “worst-case” assumptions and therefore are expected to overstate actual power density levels from the proposed operation.

---

\* Including the residences located at least 350 feet away, across Wilson Boulevard, based on photographs from Google Maps.

**Verizon Wireless • Proposed Base Station (Site No. 252898 “Pat Dorado”)  
1050 Wilson Boulevard • El Dorado Hills, California**

**Recommended Mitigation Measures**

Due to their mounting location and height, the Verizon antennas would not be accessible to unauthorized persons, and so no mitigation measures are necessary to comply with the FCC public exposure guidelines. To prevent occupational exposures in excess of the FCC guidelines, it is recommended that appropriate RF safety training, to include review of personal monitor use and lockout/tagout procedures, be provided to all authorized personnel who have access to the tower, including employees and contractors of Verizon and of the fire department. No access within 44 feet directly in front of the Verizon antennas themselves, such as might occur during certain maintenance activities high on the tower, should be allowed while the base station is in operation, unless other measures can be demonstrated to ensure that occupational protection requirements are met. It is recommended that explanatory signs<sup>†</sup> be posted at the roof access hatch in the tower and on the enclosure in front of the antennas, readily visible from any angle of approach to persons who might need to work within that distance.

**Conclusion**

Based on the information and analysis above, it is the undersigned’s professional opinion that operation of the base station proposed by Verizon Wireless at 1050 Wilson Boulevard in El Dorado Hills, California, will comply with the prevailing standards for limiting public exposure to radio frequency energy and, therefore, will not for this reason cause a significant impact on the environment. The highest calculated level in publicly accessible areas is much less than the prevailing standards allow for exposures of unlimited duration. This finding is consistent with measurements of actual exposure conditions taken at other operating base stations. Training authorized personnel and posting explanatory signs are recommended to establish compliance with occupational exposure limits.

---

<sup>†</sup> Signs should comply with OET-65 color, symbol, and content recommendations. Contact information should be provided (*e.g.*, a telephone number) to arrange for access to restricted areas. The selection of language(s) is not an engineering matter, and guidance from the landlord, local zoning or health authority, or appropriate professionals may be required.



**Verizon Wireless • Proposed Base Station (Site No. 252898 “Pat Dorado”)  
1050 Wilson Boulevard • El Dorado Hills, California**

**Authorship**

The undersigned author of this statement is a qualified Professional Engineer, holding California Registration Nos. E-13026 and M-20676, which expire on June 30, 2019. This work has been carried out under his direction, and all statements are true and correct of his own knowledge except, where noted, when data has been supplied by others, which data he believes to be correct.



*William F. Hammett*

William F. Hammett, P.E.  
707/996-5200

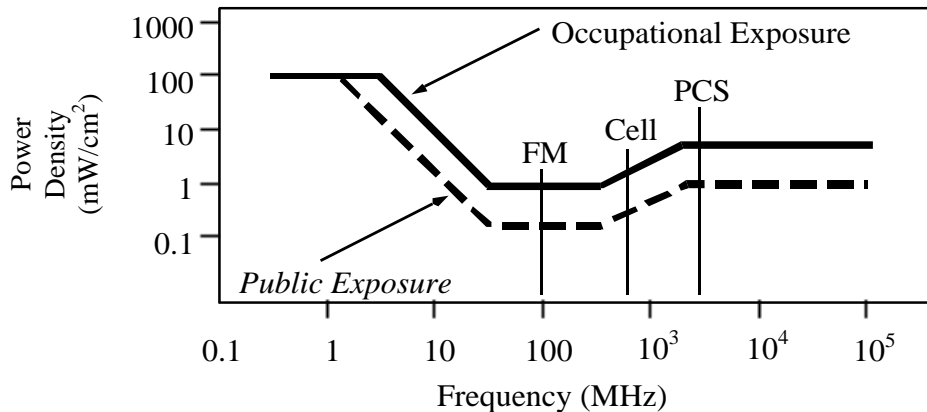
March 29, 2018

## FCC Radio Frequency Protection Guide

The U.S. Congress required (1996 Telecom Act) the Federal Communications Commission (“FCC”) to adopt a nationwide human exposure standard to ensure that its licensees do not, cumulatively, have a significant impact on the environment. The FCC adopted the limits from Report No. 86, “Biological Effects and Exposure Criteria for Radiofrequency Electromagnetic Fields,” published in 1986 by the Congressionally chartered National Council on Radiation Protection and Measurements (“NCRP”). Separate limits apply for occupational and public exposure conditions, with the latter limits generally five times more restrictive. The more recent standard, developed by the Institute of Electrical and Electronics Engineers and approved as American National Standard ANSI/IEEE C95.1-2006, “Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 kHz to 300 GHz,” includes similar limits. These limits apply for continuous exposures from all sources and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

As shown in the table and chart below, separate limits apply for occupational and public exposure conditions, with the latter limits (in *italics* and/or dashed) up to five times more restrictive:

Frequency Applicable Range (MHz)	Electromagnetic Fields (f is frequency of emission in MHz)					
	Electric Field Strength (V/m)		Magnetic Field Strength (A/m)		Equivalent Far-Field Power Density (mW/cm <sup>2</sup> )	
0.3 – 1.34	614	<i>614</i>	1.63	<i>1.63</i>	100	<i>100</i>
1.34 – 3.0	614	<i>823.8/f</i>	1.63	<i>2.19/f</i>	100	<i>180/f<sup>2</sup></i>
3.0 – 30	1842/f	<i>823.8/f</i>	4.89/f	<i>2.19/f</i>	900/f <sup>2</sup>	<i>180/f<sup>2</sup></i>
30 – 300	61.4	<i>27.5</i>	0.163	<i>0.0729</i>	1.0	<i>0.2</i>
300 – 1,500	3.54√f	<i>1.59√f</i>	√f/106	<i>√f/238</i>	f/300	<i>f/1500</i>
1,500 – 100,000	137	<i>61.4</i>	0.364	<i>0.163</i>	5.0	<i>1.0</i>



Higher levels are allowed for short periods of time, such that total exposure levels averaged over six or thirty minutes, for occupational or public settings, respectively, do not exceed the limits, and higher levels also are allowed for exposures to small areas, such that the spatially averaged levels do not exceed the limits. However, neither of these allowances is incorporated in the conservative calculation formulas in the FCC Office of Engineering and Technology Bulletin No. 65 (August 1997) for projecting field levels. Hammett & Edison has built those formulas into a proprietary program that calculates, at each location on an arbitrary rectangular grid, the total expected power density from any number of individual radio sources. The program allows for the description of buildings and uneven terrain, if required to obtain more accurate projections.

## RFR.CALC™ Calculation Methodology

### Assessment by Calculation of Compliance with FCC Exposure Guidelines

The U.S. Congress required (1996 Telecom Act) the Federal Communications Commission (“FCC”) to adopt a nationwide human exposure standard to ensure that its licensees do not, cumulatively, have a significant impact on the environment. The maximum permissible exposure limits adopted by the FCC (see Figure 1) apply for continuous exposures from all sources and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health. Higher levels are allowed for short periods of time, such that total exposure levels averaged over six or thirty minutes, for occupational or public settings, respectively, do not exceed the limits.

#### Near Field.

Prediction methods have been developed for the near field zone of panel (directional) and whip (omnidirectional) antennas, typical at wireless telecommunications base stations, as well as dish (aperture) antennas, typically used for microwave links. The antenna patterns are not fully formed in the near field at these antennas, and the FCC Office of Engineering and Technology Bulletin No. 65 (August 1997) gives suitable formulas for calculating power density within such zones.

For a panel or whip antenna, power density  $S = \frac{180}{\theta_{BW}} \times \frac{0.1 \times P_{net}}{\pi \times D \times h}$ , in mW/cm<sup>2</sup>,

and for an aperture antenna, maximum power density  $S_{max} = \frac{0.1 \times 16 \times \eta \times P_{net}}{\pi \times h^2}$ , in mW/cm<sup>2</sup>,

- where  $\theta_{BW}$  = half-power beamwidth of the antenna, in degrees, and  
 $P_{net}$  = net power input to the antenna, in watts,  
 $D$  = distance from antenna, in meters,  
 $h$  = aperture height of the antenna, in meters, and  
 $\eta$  = aperture efficiency (unitless, typically 0.5-0.8).

The factor of 0.1 in the numerators converts to the desired units of power density.

#### Far Field.

OET-65 gives this formula for calculating power density in the far field of an individual RF source:

$$\text{power density } S = \frac{2.56 \times 1.64 \times 100 \times RFF^2 \times ERP}{4 \times \pi \times D^2}, \text{ in mW/cm}^2,$$

- where ERP = total ERP (all polarizations), in kilowatts,  
RFF = relative field factor at the direction to the actual point of calculation, and  
D = distance from the center of radiation to the point of calculation, in meters.

The factor of 2.56 accounts for the increase in power density due to ground reflection, assuming a reflection coefficient of 1.6 (1.6 x 1.6 = 2.56). The factor of 1.64 is the gain of a half-wave dipole relative to an isotropic radiator. The factor of 100 in the numerator converts to the desired units of power density. This formula has been built into a proprietary program that calculates, at each location on an arbitrary rectangular grid, the total expected power density from any number of individual radiation sources. The program also allows for the description of uneven terrain in the vicinity, to obtain more accurate projections.

## OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by El Dorado Hills County Water District, a county water district, having a mailing address of 1050 Wilson Blvd., El Dorado Hills, CA 95762 (“**Landlord**”) and Cellco Partnership, d/b/a Verizon Wireless, having a mailing address of: One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (“**Tenant**”). Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit A**, improved with a structure (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 1050 Wilson Blvd., in the County of El Dorado, State of California (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the “**Option**”) to lease a portion of the Property consisting of:

(i) approximately 144 square feet on the roof of the Structure, including the air space above such rooftop space, as described on attached **Exhibit B**, for the installation, operation and maintenance of antennas (the “**Antenna Space**”);

(ii) together with a parcel of land containing approximately 134 square feet for the installation, operation and maintenance of communications equipment and a generator (the “**Equipment Space**”);

(iii) together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Structure to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Tenant’s Communication Facility (as hereinafter defined); and

(iv) together with those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements subject to Landlord’s approval, which shall not be unreasonably withheld. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “**Premises**.”

(b) **Rental Documentation.** Landlord hereby agrees to provide to Tenant certain documentation (the “**Rental Documentation**”) evidencing Landlord’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Tenant in Tenant’s reasonable discretion, evidencing Landlord’s good and sufficient title to and/or interest in the Property and right to receive Rent payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Tenant, for any Party to whom Rent payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Tenant in Tenant’s reasonable discretion. From time to time during the Term (defined below) of this Agreement and within thirty (30) days of

a written request from Tenant, Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. The Rental Documentation shall be provided to Tenant in accordance with the provisions of and at the address given in Section 17. Delivery of Rental Documentation to Tenant shall be a prerequisite for the payment of any rent by Tenant and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any Rent payments until Rental Documentation has been supplied to Tenant as provided herein. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall provide to Tenant Rental Documentation in the manner set forth in the preceding section. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Tenant, any assignee(s), transferee(s) or other successor(s) in interest of Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. Delivery of Rental Documentation to Tenant by any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall be a prerequisite for the payment of any Rent by Tenant to such Party and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of Landlord until Rental Documentation has been supplied to Tenant as provided herein.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of \$500.00 within sixty (60) days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and will be automatically extended for an additional one (1) year (the "**Renewal Option Term**") unless, prior to the expiration of the Initial Option Term, Tenant gives Landlord written notice of the intent not to extend the Option. If the option is extended, Tenant shall make an additional payment of \$500.00 to Landlord within sixty (60) days of the Option being extended, provided Landlord has supplied to Tenant the Rental Documentation. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant, consistent with the above, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property,**" which includes without limitation the remainder of the Structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, as described in **Exhibit B** (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit B** will not be deemed to limit Tenant's Permitted Use. If **Exhibit B** includes drawings of the initial installation of the Communication Facility,



Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit B**. For a period of two hundred forty (240) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described in **Exhibit B** as may reasonably be required during construction and installation of the Communication Facility provided that such activity does not impair Landlord's emergency services activities, as determined at the sole discretion of Landlord; provided, however, that if completion of Tenant's construction is delayed beyond said two hundred forty (240) day period due to unforeseen causes beyond the reasonable control of Tenant, then Landlord will consent to an extension of such period as reasonably required by Tenant. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, and undertake any other appropriate means to secure the Premises at the Tenant's expense subject to Landlord's reasonable review and approval. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant shall have the right to modify or upgrade the Communication Facility in any manner that does not affect the exterior appearance of the fire station on the Property, does not materially interfere with Landlord's operations on the Property and does not increase the footprint of the Premises; provided, however, that Tenant shall give Landlord notice of such modifications and upgrades. Tenant shall not modify or upgrade the Communication Facility in any manner that affects the exterior appearance of the fire station on the Property, materially interferes with Landlord's operations on the Property, or increases the footprint of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

### 3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the first day of the month in which notice of the exercise of the option, as set forth above, is effective (the "**Term Commencement Date**"). The Initial Term will expire on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the existing Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least three (3) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

### 4. RENT.

(a) This Agreement shall be effective as of the Effective Date, provided, however, the Initial Term shall be for five (5) years and shall commence on the Term Commencement Date at which time rental payments shall commence and be due at a total annual rental of \$25,200.00 (the "**Rent**") to be paid in equal monthly installments on the first day of the month, in advance, to Landlord or to such other person, firm or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. In any partial month occurring after the Term

Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days after the Term Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term, and annual rent shall remain at such amount for the remainder of the balance of that same Extension Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

## 5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

## 6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to the lesser of (i) twenty-four (24) months' Rent at the then current rate, or (ii) the balance of Rent due for the then current term; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including, without limitation, the following: 3 Term, 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

## 7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance in compliance with statutory requirements of the state of operations; and employers liability insurance with a limit of \$1,000,000 each accident/by disease/policy limit (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, with a limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury (including death) and property damage and Five Million Dollars (\$5,000,000) general aggregate, based on an Insurance Services Office (ISO) Form or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall include the Landlord as an additional insured as their interest may appear under this agreement. Such additional insured coverage:

(i) shall include personal and advertising injury and caused, in whole or in part, by Tenant, its employees, or independent contractors; and

(ii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

- (b) During the Term:
- (i) Landlord shall immediately, or as soon as practicable, and no later than thirty (30) days from Landlord's receipt of notice thereof, provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
  - (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
  - (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

## 8. INTERFERENCE.

(a) Tenant acknowledges that Landlord operates a fire station upon the Property and is responsible for emergency fire, medical and other emergency responses. Accordingly, notwithstanding any other terms or provisions hereof, the installation, maintenance, and ongoing operation of the Communication Facility shall not interfere with Landlord's emergency equipment or fire and life safety emergency operations on the Property. In the event Tenant's operations on the Property interfere with Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after Tenant's receipt of Landlord's written notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be ultimately resolved following notice and cure periods set forth in Section 15(a) below, then Tenant will stop using the interfering equipment until the interference issue is resolved.

(b) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Thereafter, Landlord will provide additional frequencies to be utilized from time to time in connection with Landlord's emergency service operations. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(c) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(d) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

## 9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### 10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

#### 11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit C** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all

duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement and during the Option Term, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have seven (7) day per week pedestrian and vehicular access between the hours of 7:00 A.M. (PST) – 5:00 P.M. (PST) (“Access”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, provided, however Tenant shall check in with the front desk of the fire station or, if the front desk is closed, Tenant shall endeavor to give Landlord telephonic notice to (916) 933-6623. Tenant shall have after-hours access while accompanied by Landlord's personnel, provided that Tenant provides reasonable notice to Landlord as may be practicable by telephone to (916) 817-0693, or, in the event of an emergency, by checking in at the crew's quarters. If no one is present in the crew quarters then Tenant shall endeavor to provide notice to the Duty Officer at the time (the Fire Chief, the Deputy Fire Chief, or the Assistant Fire Chief) by telephone to (916) 947-8502. As may be described more fully in **Exhibit A**, Landlord grants to Tenant a license for such Access. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit D**; upon Tenant's request, Landlord shall execute additional letters during the Term.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit



payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

#### **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity; provided, however, Landlord shall use reasonable efforts to mitigate its damages in connection with a default by Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement, if such failure interferes with Tenant's ability to conduct its business on the Property, within five (5) days of written notice from Tenant specifying the failure; or (iv) Landlord's failure to perform any other term, condition, or breach of any warranty or covenant under this Agreement within thirty (30) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure, with interest thereon from the date of payment at the highest rate permitted by applicable laws, from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement, without Landlord's consent, to any Affiliate (as defined hereinbelow) or to any entity which acquires substantially all of the Tenant's assets as defined by the Federal Communications Commission. Except as permitted by the above, Tenant shall not assign this Agreement without the written consent of Landlord, which shall not be unreasonably withheld. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: Cellco Partnership,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
Site Name: Pat Dorado

If to Landlord: El Dorado Hills County Water District  
1050 Wilson Boulevard  
El Dorado Hills, CA 95762  
Attn: Fire Chief

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, Tenant, in Tenant's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, Tenant may, at Tenant's option, to be exercised in writing within fifteen (15) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Tenant does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, Landlord shall promptly repair any damage to the Premises caused by such condemning authority.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement

transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the address set forth in Section 17 to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell or lease any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant and conforming to industry standards. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference reasonably unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations, nor limit Landlord's ability to utilize all portions of the Property in furtherance of its emergency services mission, as determined at the sole discretion of Landlord.

(e) To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Structure and/or Property occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, Landlord shall not be released from its obligations to Tenant under this

Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written response to Landlord within the thirty (30) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit E**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by



reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL. (INTENTIONALLY OMMITTED.)**

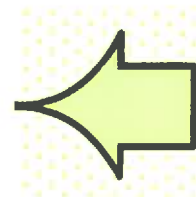
[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**“LANDLORD”**

El Dorado Hills County Water District,  
a county water district

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**“TENANT”**

Cellco Partnership,  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

The Property is legally described as follows:

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 'R' AND LOT 6, AS SHOWN ON THE PLAT OF "EL DORADO HILLS SPECIFIC PLAN UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK H OF MAPS, PAGE 78, AND A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK 45 OF PARCEL MAPS, PAGE 87, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, BEING A POINT ON THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, AND BEING ALSO THE NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, BEING ALSO THE WESTERLY LINE OF SAID LOT 'R', NORTH 17° 28' 21" WEST, 353.62 FEET; THENCE LEAVING SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS NORTH 27° 33' 05" EAST, 35.37 FEET; THENCE NORTH 72° 34' 32" EAST, 60.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS NORTH 74° 42' 26" EAST, 5.54 FEET; THENCE NORTH 76° 50' 21" EAST, 129.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS SOUTH 60° 19' 00" EAST, 101.32 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID EL DORADO HILLS BOULEVARD, SOUTH 17° 28' 21" EAST, 407.09 FEET; THENCE SOUTH 72° 31' 39" WEST, 289.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, BEING ALSO THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 17° 28' 21" WEST, 112.79 FEET TO THE POINT OF BEGINNING.

APN: 121-040-25-100

#### Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT B**  
**DEPICTION OF THE PREMISES**

[See Attachment]

**Lease Area Description**  
 All that certain lease area being a portion that certain 3.209 Acre parcel shown on that certain Record of Survey filed for record in the Recorder's office of Book 27 of Surveys, at Page 11, Official Records of El Dorado County, being located in the City of El Dorado Hills, County of El Dorado, State of California, being a portion of Section 2, Township 9 North, Range 6 East, M.D.B. & M., and being more particularly described as follows:

**EQUIPMENT LEASE AREA:**  
 Commencing at a rebar and aluminum cap set at the Southwest corner of the above referenced parcel from which a similar monument bears North 172°25'34" West 465.41 feet; thence from said point of commencement North 53°17'23" East 285.48 feet to the True Point of Beginning; thence from said point of beginning North 172°25'34" West 12.00 feet; thence South 72°35'34" West 11.35 feet; thence South 172°25'34" East 12.00 feet; thence North 72°39'06" East 11.35 feet to the True Point of Beginning.

**ANTENNA LEASE AREA:**  
 Commencing at a rebar and aluminum cap set at the Southwest corner of the above referenced parcel from which a similar monument bears North 172°25'34" West 488.41 feet; thence from said point of commencement North 37°31'18" East 308.34 feet more or less to the Southeast corner of the existing Fire Hose Tower and the True Point of Beginning; thence from said point of beginning North 172°24'28" West 12.00 feet; thence South 72°35'34" West 12.00 feet; thence South 172°24'28" East 12.00 feet; thence North 72°39'06" East 11.35 feet to the True Point of Beginning.

Together with a non-exclusive easement for access purposes fifteen feet in width from the above described lease areas and running thence over and across the underlying parcel and existing access roadway as is shown hereon to the public right of way more commonly known as El Dorado Hills Boulevard.

Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at a point which bears North 172°25'34" West 5.20 feet from the Southeast corner of the above described Equipment Lease Area and running thence North 72°35'34" East 5.93 feet to a point hereinafter defined as Point "A"; thence continuing North 72°35'34" East 1.77 feet to a point hereinafter defined as Point "B"; thence continuing North 72°35'34" East 5.23 feet more or less to the public right of way.

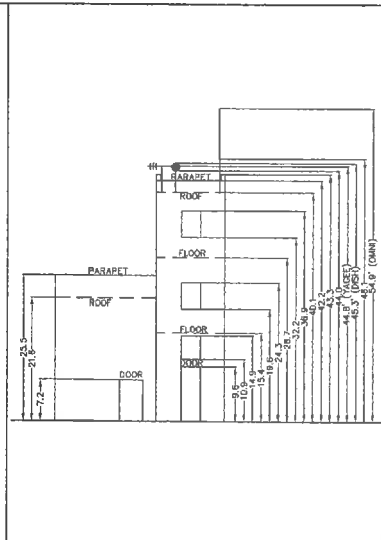
Also together with a non-exclusive easement for utility purposes of variable width the centerline of which is described as follows: beginning at Point "B" as previously defined and running thence, at a width of six feet, North 172°24'28" West 25.70 feet to a point hereinafter defined as Point "C"; thence continuing North 172°24'28" West 10.98 feet; thence continuing, at a width of three feet, North 172°24'28" West 28.56 feet; thence North 72°35'34" East 4.1 feet more or less to the existing telephone communications pedestal.

Also together with a non-exclusive easement for utility purposes three feet in width the centerline of which is described as follows: beginning at Point "A" as previously defined and running thence South 172°24'28" East 11.6 feet more or less to the existing transformer.

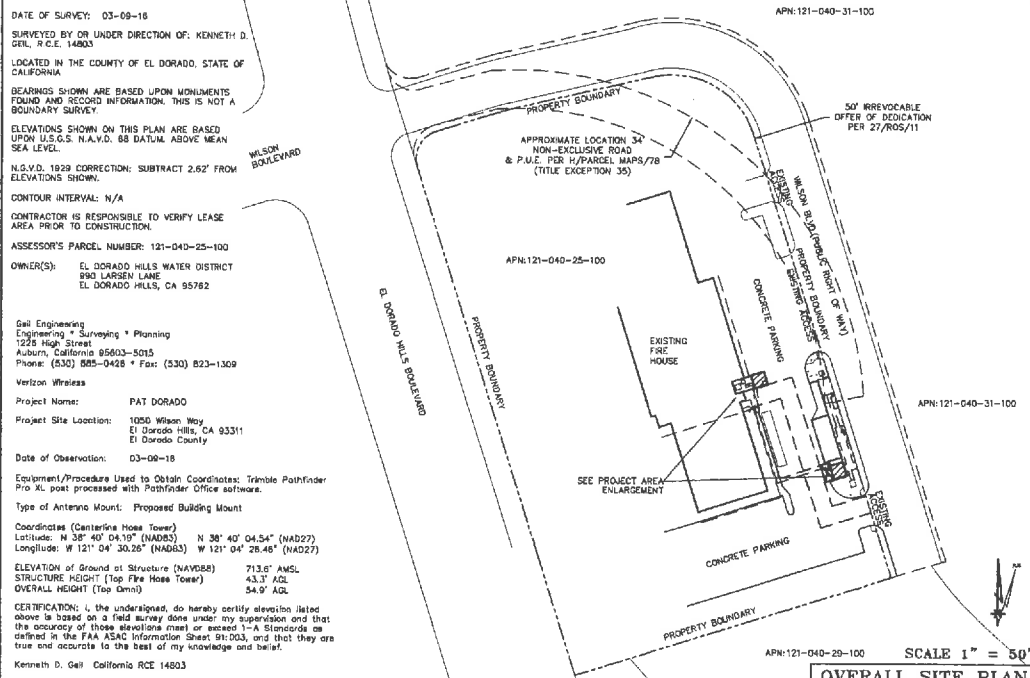
Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "C" as previously defined and running thence South 72°35'34" West 5.7 feet more or less to the proposed electrical meter.

Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "C" as previously defined and running thence North 72°35'34" East 5.2 feet more or less to the public right of way.

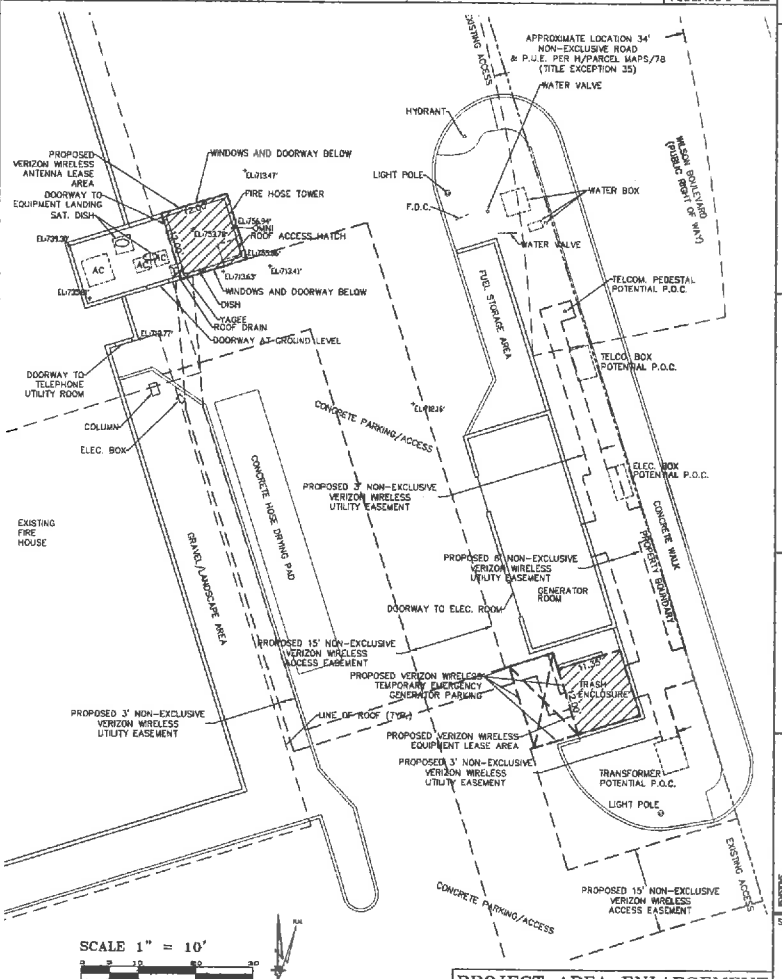
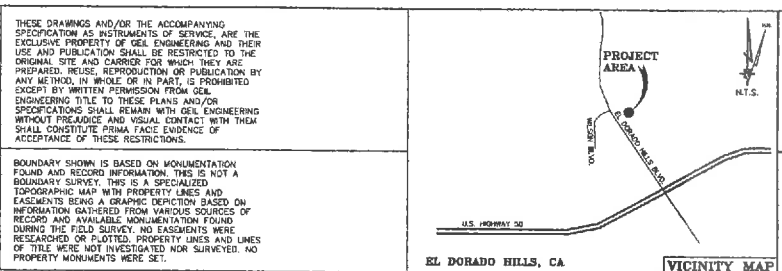
Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at a point which bears North 172°25'34" West 6.19 feet from the Southeast corner of the above described Equipment Lease Area and running thence South 72°35'34" West 2.41 feet; thence North 172°24'28" West 7.29 feet; thence South 72°35'34" West 44.47 feet; thence North 174°52'32" West 81.98 feet; thence North 04°44'53" West 23.9 feet more or less to the above described Antenna Lease Area.



**FIRE HOSE TOWER**



**OVERALL SITE PLAN**



**PROJECT AREA ENLARGEMENT**

DEPT	APPROVED DATE
ARC	
RE	
RF	
UNIT	
CEAN	
CEAN	
CEAN	
CEAN	

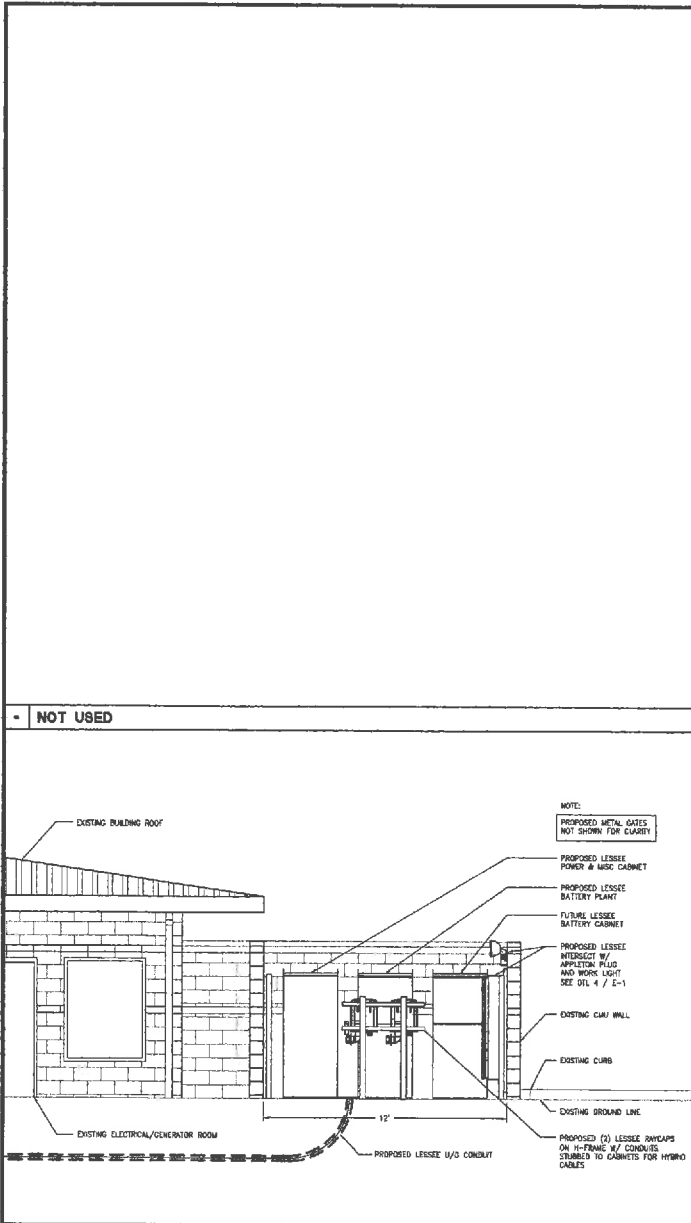
**verizon**

**PAT DORADO**  
 1050 WILSON BOULEVARD  
 EL DORADO HILLS, CA 95702  
 PILOT PLAN AND  
 SITE TOPOGRAPHY

REV	DATE	BY	CHKD	DESCRIPTION
01	03-09-18	KL	KL	PRELIMINARY DRAWING
02	03-09-18	KL	KL	34" PILE, REBAR
03	03-09-18	KL	KL	CONCRETE
04	03-09-18	KL	KL	34" PILE, REBAR
05	03-09-18	KL	KL	CONCRETE
06	03-09-18	KL	KL	34" PILE, REBAR
07	03-09-18	KL	KL	CONCRETE
08	03-09-18	KL	KL	34" PILE, REBAR
09	03-09-18	KL	KL	CONCRETE
10	03-09-18	KL	KL	34" PILE, REBAR
11	03-09-18	KL	KL	CONCRETE
12	03-09-18	KL	KL	34" PILE, REBAR
13	03-09-18	KL	KL	CONCRETE
14	03-09-18	KL	KL	34" PILE, REBAR
15	03-09-18	KL	KL	CONCRETE
16	03-09-18	KL	KL	34" PILE, REBAR
17	03-09-18	KL	KL	CONCRETE
18	03-09-18	KL	KL	34" PILE, REBAR
19	03-09-18	KL	KL	CONCRETE
20	03-09-18	KL	KL	34" PILE, REBAR
21	03-09-18	KL	KL	CONCRETE
22	03-09-18	KL	KL	34" PILE, REBAR
23	03-09-18	KL	KL	CONCRETE
24	03-09-18	KL	KL	34" PILE, REBAR
25	03-09-18	KL	KL	CONCRETE
26	03-09-18	KL	KL	34" PILE, REBAR
27	03-09-18	KL	KL	CONCRETE
28	03-09-18	KL	KL	34" PILE, REBAR
29	03-09-18	KL	KL	CONCRETE
30	03-09-18	KL	KL	34" PILE, REBAR
31	03-09-18	KL	KL	CONCRETE
32	03-09-18	KL	KL	34" PILE, REBAR
33	03-09-18	KL	KL	CONCRETE
34	03-09-18	KL	KL	34" PILE, REBAR
35	03-09-18	KL	KL	CONCRETE
36	03-09-18	KL	KL	34" PILE, REBAR
37	03-09-18	KL	KL	CONCRETE
38	03-09-18	KL	KL	34" PILE, REBAR
39	03-09-18	KL	KL	CONCRETE
40	03-09-18	KL	KL	34" PILE, REBAR
41	03-09-18	KL	KL	CONCRETE
42	03-09-18	KL	KL	34" PILE, REBAR
43	03-09-18	KL	KL	CONCRETE
44	03-09-18	KL	KL	34" PILE, REBAR
45	03-09-18	KL	KL	CONCRETE
46	03-09-18	KL	KL	34" PILE, REBAR
47	03-09-18	KL	KL	CONCRETE
48	03-09-18	KL	KL	34" PILE, REBAR
49	03-09-18	KL	KL	CONCRETE
50	03-09-18	KL	KL	34" PILE, REBAR
51	03-09-18	KL	KL	CONCRETE
52	03-09-18	KL	KL	34" PILE, REBAR
53	03-09-18	KL	KL	CONCRETE
54	03-09-18	KL	KL	34" PILE, REBAR
55	03-09-18	KL	KL	CONCRETE
56	03-09-18	KL	KL	34" PILE, REBAR
57	03-09-18	KL	KL	CONCRETE
58	03-09-18	KL	KL	34" PILE, REBAR
59	03-09-18	KL	KL	CONCRETE
60	03-09-18	KL	KL	34" PILE, REBAR
61	03-09-18	KL	KL	CONCRETE
62	03-09-18	KL	KL	34" PILE, REBAR
63	03-09-18	KL	KL	CONCRETE
64	03-09-18	KL	KL	34" PILE, REBAR
65	03-09-18	KL	KL	CONCRETE
66	03-09-18	KL	KL	34" PILE, REBAR
67	03-09-18	KL	KL	CONCRETE
68	03-09-18	KL	KL	34" PILE, REBAR
69	03-09-18	KL	KL	CONCRETE
70	03-09-18	KL	KL	34" PILE, REBAR
71	03-09-18	KL	KL	CONCRETE
72	03-09-18	KL	KL	34" PILE, REBAR
73	03-09-18	KL	KL	CONCRETE
74	03-09-18	KL	KL	34" PILE, REBAR
75	03-09-18	KL	KL	CONCRETE
76	03-09-18	KL	KL	34" PILE, REBAR
77	03-09-18	KL	KL	CONCRETE
78	03-09-18	KL	KL	34" PILE, REBAR
79	03-09-18	KL	KL	CONCRETE
80	03-09-18	KL	KL	34" PILE, REBAR
81	03-09-18	KL	KL	CONCRETE
82	03-09-18	KL	KL	34" PILE, REBAR
83	03-09-18	KL	KL	CONCRETE
84	03-09-18	KL	KL	34" PILE, REBAR
85	03-09-18	KL	KL	CONCRETE
86	03-09-18	KL	KL	34" PILE, REBAR
87	03-09-18	KL	KL	CONCRETE
88	03-09-18	KL	KL	34" PILE, REBAR
89	03-09-18	KL	KL	CONCRETE
90	03-09-18	KL	KL	34" PILE, REBAR
91	03-09-18	KL	KL	CONCRETE
92	03-09-18	KL	KL	34" PILE, REBAR
93	03-09-18	KL	KL	CONCRETE
94	03-09-18	KL	KL	34" PILE, REBAR
95	03-09-18	KL	KL	CONCRETE
96	03-09-18	KL	KL	34" PILE, REBAR
97	03-09-18	KL	KL	CONCRETE
98	03-09-18	KL	KL	34" PILE, REBAR
99	03-09-18	KL	KL	CONCRETE
100	03-09-18	KL	KL	34" PILE, REBAR

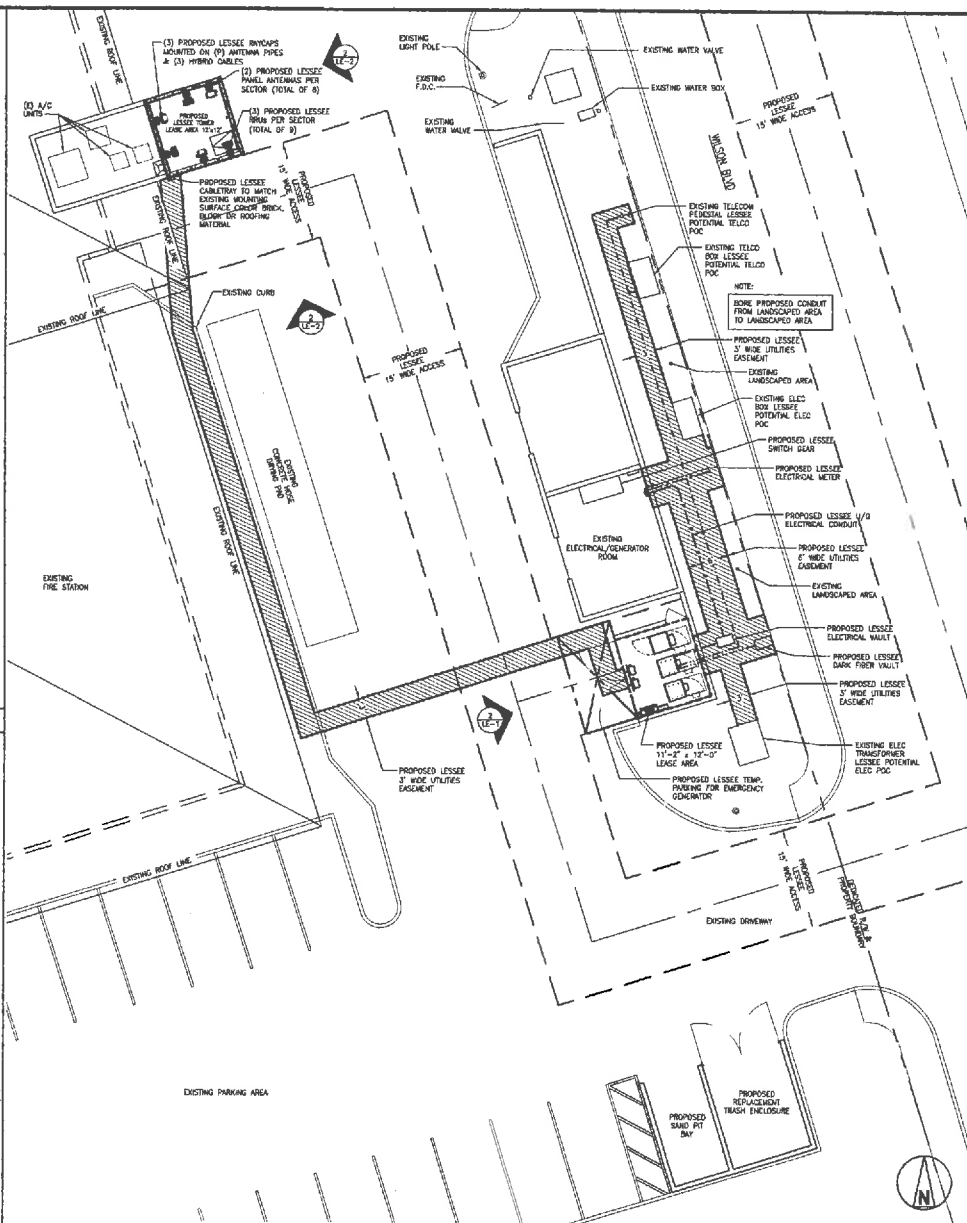
**C-1**





2 EQUIPMENT ELEVATION

SCALE: 3/8" = 1'-0"



1 SITE PLAN

NOT USED

**MT TELECOM, LP**  
 1015-B AIRPORT RD  
 PO BOX 458  
 RIO VIEJO, CA 94571  
 PH: (707) 374-5075  
 FAX: (707) 374-5194

**verizon**  
 255 PARKSHORE DR  
 FOLSOM, CA 95630  
 PHONE: (916) 984-5924

PAT DORADO  
 PSL#: 252898  
 PSP#: 2011650306  
 1050 WILSON BLVD.  
 EL DORADO HILLS, CA 95762  
 EL DORADO COUNTY

STAMP:

PROJECT NO:	PSL252898	
DRAWN BY:	R. MONTANEZ	
CHECKED BY:	SAL MTZ JR	
NO	DATE	ISSUE
1	05.05.17	LEASE EXHIBIT
2	06.05.17	90% ZONING
3	06.16.17	90% ZONING
4	07.25.17	90% ZONING
5	10.04.17	90% ZD F.W. REDS
6	01.04.18	100% ZDs

LEASE EXHIBIT "B"  
 SITE PLAN AND  
 EQUIPMENT ELEVATION  
 SHEET NUMBER  
**LE-1**

COMPANY JOB NO.: WD4187

STAMP:

PROJECT NO: PSL252898

DRAWN BY: R. MONTANEZ

CHECKED BY: SAL MTZ JR

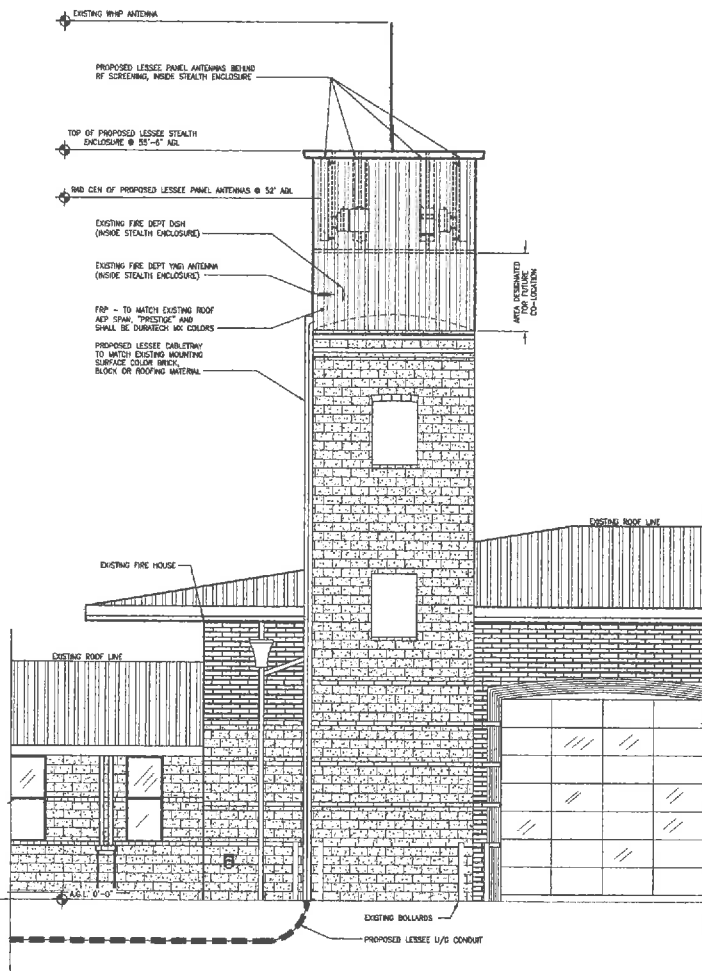
NO	DATE	ISSUE
1	06.05.17	LEASE EXHIBIT
2	06.05.17	80% ZONING
3	06.16.17	90% ZONING
4	07.25.17	90% ZONING
5	10.04.17	80% ZD FNL REDS
6	01.04.18	100% ZDs

LEASE EXHIBIT "B"  
ELEVATIONS

SHEET NUMBER

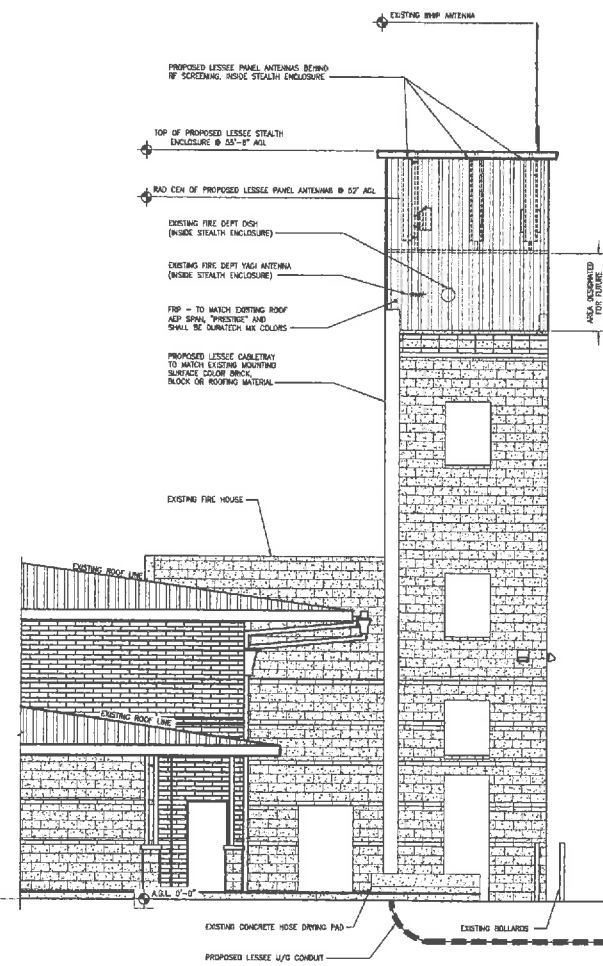
LE-2

COMPANY JOB NO.: WD4167



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

## **EXHIBIT C**

### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

I. NONE.

**EXHIBIT D**  
**STANDARD ACCESS LETTER**

[Landlord Letterhead]

[DATE]

Building Staff / Security Staff  
Landlord  
Street Address  
City, State, Zip

Re: Authorized Access granted to VERIZON WIRELESS

Dear Building and Security Staff,

Please be advised that we have signed a lease with VERIZON WIRELESS permitting VERIZON WIRELESS to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant VERIZON WIRELESS and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, VERIZON WIRELESS representatives may be seeking access to the property outside of normal business hours. VERIZON WIRELESS representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT E**

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP  
1800 Century Park East, 8th Floor  
Los Angeles, California 90067  
Attn: Adam W. Guerrero  
Re: Pat Dorado

---

APN: 121-040-25-100

(Space Above This Line For Recorders Use Only)

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_\_ having a mailing address of \_\_\_\_\_ (hereinafter referred to as "**Landlord**") and Cellco Partnership, d/b/a Verizon Wireless, having a mailing address of: One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto, together with access rights.
4. Tenant has the right of first refusal with regard to a rental stream offer made during the initial term and all renewal terms of the Agreement, as set forth in greater detail in the Agreement.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.



**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LANDLORD”**

El Dorado Hills County Water District,  
a county water district

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

Cellco Partnership  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

**LANDLORD ACKNOWLEDGMENT**

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

On \_\_\_\_\_ before me,

\_\_\_\_\_,  
(insert name and title of the officer)

personally appeared

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**TENANT ACKNOWLEDGMENT**

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT 1**

**LEGAL DESCRIPTION OF PROPERTY**

The Property is legally described as follows:

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 'R' AND LOT 6, AS SHOWN ON THE PLAT OF "EL DORADO HILLS SPECIFIC PLAN UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK H OF MAPS, PAGE 78, AND A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK 45 OF PARCEL MAPS, PAGE 87, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, BEING A POINT ON THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, AND BEING ALSO THE NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, BEING ALSO THE WESTERLY LINE OF SAID LOT 'R', NORTH 17° 28' 21" WEST, 353.62 FEET; THENCE LEAVING SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS NORTH 27° 33' 05" EAST, 35.37 FEET; THENCE NORTH 72° 34' 32" EAST, 60.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS NORTH 74° 42' 26" EAST, 5.54 FEET; THENCE NORTH 76° 50' 21" EAST, 129.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS SOUTH 60° 19' 00" EAST, 101.32 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID EL DORADO HILLS BOULEVARD, SOUTH 17° 28' 21" EAST, 407.09 FEET; THENCE SOUTH 72° 31' 39" WEST, 289.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, BEING ALSO THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 17° 28' 21" WEST, 112.79 FEET TO THE POINT OF BEGINNING.

APN: 121-040-25-100

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP  
1800 Century Park East, 8th Floor  
Los Angeles, California 90067  
Attn: Adam W. Guerrero  
Re: Pat Dorado

---

APN: 121-040-25-100

(Space Above This Line For Recorders Use Only)

**MEMORANDUM  
OF  
LEASE**

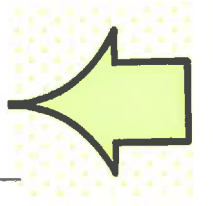
This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between El Dorado Hills County Water District, a county water district, having a mailing address of 1050 Wilson Blvd., El Dorado Hills, CA 95762 (hereinafter referred to as "**Landlord**") and Cellco Partnership, d/b/a Verizon Wireless, having a mailing address of: One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 2018, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto, together with access rights.
4. Tenant has the right of first refusal with regard to a rental stream offer made during the initial term and all renewal terms of the Agreement, as set forth in greater detail in the Agreement.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**“LANDLORD”**

El Dorado Hills County Water District,  
a county water district



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

Cellco Partnership  
d/b/a Verizon Wireless

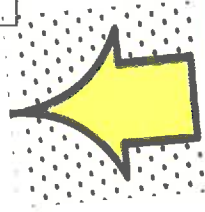
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]



**LANDLORD ACKNOWLEDGMENT**

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



State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**TENANT ACKNOWLEDGMENT**

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## EXHIBIT 1

### LEGAL DESCRIPTION OF PROPERTY

The Property is legally described as follows:

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 'R' AND LOT 6, AS SHOWN ON THE PLAT OF "EL DORADO HILLS SPECIFIC PLAN UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK H OF MAPS, PAGE 78, AND A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK 45 OF PARCEL MAPS, PAGE 87, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, BEING A POINT ON THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, AND BEING ALSO THE NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, BEING ALSO THE WESTERLY LINE OF SAID LOT 'R', NORTH 17° 28' 21" WEST, 353.62 FEET; THENCE LEAVING SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS NORTH 27° 33' 05" EAST, 35.37 FEET; THENCE NORTH 72° 34' 32" EAST, 60.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS NORTH 74° 42' 26" EAST, 5.54 FEET; THENCE NORTH 76° 50' 21" EAST, 129.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS SOUTH 60° 19' 00" EAST, 101.32 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID EL DORADO HILLS BOULEVARD, SOUTH 17° 28' 21" EAST, 407.09 FEET; THENCE SOUTH 72° 31' 39" WEST, 289.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, BEING ALSO THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 17° 28' 21" WEST, 112.79 FEET TO THE POINT OF BEGINNING.

APN: 121-040-25-100

**RESOLUTION OF INTENTION  
TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
EL DORADO HILLS COUNTY WATER DISTRICT**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of an additional .5% for classic local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved



**Exhibit**

California  
Public Employees' Retirement System

---

**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
El Dorado Hills County Water District

---

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1978, and witnessed September 20, 1978, and as amended effective December 30, 1986, December 26, 1989, November 21, 1991, January 16, 1992, December 22, 1994, June 26, 2001, July 1, 2002, August 1, 2006, October 22, 2010, September 20, 2011, November 27, 2012, October 11, 2016 and August 29, 2017 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective August 29, 2017, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to November 27, 2012, age 55 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after November 27, 2012, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to November 27, 2012, age 55 for classic local safety members entering membership for the first time in the safety classification after November 27, 2012 and age 57 for new local safety members.

## PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1978 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Employees other than local safety members (herein referred to as local miscellaneous members).



PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **ELECTIVE DIRECTORS; AND**
  - b. **POLICE OFFICERS.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after August 1, 2006 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after August 1, 2006 and not entering membership for the first time with this agency in the miscellaneous classification after November 27, 2012 shall be determined in accordance with Section 21354.3 of said Retirement Law (3% at age 60 Full).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time with this agency in the miscellaneous classification after November 27, 2012 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to November 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time with this agency in the safety classification after November 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 21573 (Third Level of 1959 Survivor Benefits).
  - b. Section 20042 (One-Year Final Compensation) for those classic local miscellaneous members and classic local safety members entering membership on or prior to November 27, 2012.
  - c. Section 21024 (Military Service Credit as Public Service) for local safety members only.
  - d. Section 20903 (Two Years Additional Service Credit).
  - e. Section 21427 (Improved Nonindustrial Disability Allowance).
  - f. Section 21623.5 (\$5,000 Retired Death Benefit).
  - g. Section 21540.5 (Special Death Benefit – Violent Act).
  - h. Section 21547.7 (Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service).
  - i. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21354.3 (3% at age 60 Full) for local miscellaneous members. From and after the September 20, 2011 for those local miscellaneous members entering membership on or prior to November 27, 2012 and until October 11, 2016 the miscellaneous employees of Public Agency shall be assessed an additional 3% of their compensation for a total contribution rate of 11% pursuant to Government Code Section 20516.

Section 21362.2 (3% at age 50 Full) and Section 21363.1 (3% at age 55 Full) for local safety members. From and after September 20, 2011 and until October 11, 2016 the safety employees of Public Agency shall be assessed an additional 3% of their compensation for a total contribution rate of 12% pursuant to Government Code Section 20516.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- j. Section 20475 (Different Level of Benefits): Section 21354 (2% at age 55 Full) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after November 27, 2012.

Section 21363.1 (3% at age 55 Full) and Section 20037 (Three-Year Final Compensation) are applicable to classic local safety members entering membership for the first time with this agency in the safety classification after November 27, 2012.

- k. Section 20516 (Employees Sharing Additional Cost):

From and after October 11, 2016 and August 29, 2017, 3.5% for classic local miscellaneous members.

From and after October 11, 2016, 6% for classic local safety members.

From and after August 29, 2017 and until the effective date of this amendment to contract, 4% for classic local miscellaneous members.

From and after the effective date of this amendment to contract, 4.5% for classic local miscellaneous members.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
15. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
EL DORADO HILLS COUNTY WATER DISTRICT

BY \_\_\_\_\_  
ARNITA PAIGE, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONE"

PLEASE DO NOT SIGN "EXHIBIT ONE"

RESOLUTION NO. 2018-03

El Dorado Hills County Water/Fire Protection District

Declaring an Election Be Held in its Jurisdiction  
Consolidation with Other Districts  
Requesting Election Services

WHEREAS, it is the determination of the above-named district that an election be held on November 6, 2018, at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES

No. of Directors

To be Elected

3

Term

Full 4 year terms to expire 12/02/2022

BE IT RESOLVED that the Elections Department of El Dorado County is hereby requested to:

1. Consolidate said election with the Statewide General Election conducted on November 6, 2018.
2. Authorize and direct the Registrar of Voters, at District expense, to provide all necessary services, which shall include, **but not be limited to:**  
  
publications, issue nomination documents, ballots, sample ballots, election officers, polling places and canvass.
3. In the event of a tie vote, the winning candidate shall be decided by lot.

PASSED AND ADOPTED on April 19, 2018 at a regular meeting, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_



# FOLSOM FIRE DEPARTMENT

535 Glenn Drive Folsom, CA 95630  
Office (916) 984-2280 Fax (916) 984-7081  
[www.folsom.ca.us](http://www.folsom.ca.us)



CITY OF  
**FOLSOM**  
DESIGNED BY ARCHITECT

February 7, 2018

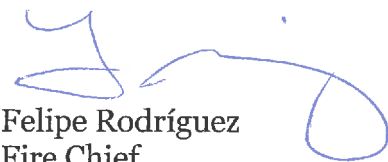
Deputy Chief Mike Lilienthal  
El Dorado Hills Fire Department  
1050 Wilson Blvd.  
El Dorado Hills, CA 95762

Dear Deputy Chief Lilienthal,

On behalf of the women and men of the Folsom Fire Department, I would like to extend my personal thanks to you for your assistance in making our recent Fire Captain testing a success. Your assistance in this testing process ensured that a realistic and effective testing environment was provided for the participants.

My appreciation goes to you for the tremendous contribution and professionalism in the conduct of this exercise. Your support was an invaluable addition to the experience.

Sincerely,



Felipe Rodríguez  
Fire Chief

CC: Chief Dave Roberts