

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
SEVEN HUNDRED EIGHTY FIRST MEETING
Thursday, June 21, 2018
5:00 p.m. (Note Special Start Time)
(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order, Pledge of Allegiance and Recess to Closes Session
- II. Closed Session Items
 - A. Closed Session pursuant to Government Code Section 54956.9: 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 pending litigation; 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)(l): Consideration of public employee appointment/employment; Positions under consideration: Fire Chief (Permanent)

6:00 p.m. Reconvene to Open Session and Closed Session Reports

- III. 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 779th Board meeting held May 17, 2018
 - B. Approve Minutes of the 780th Special Board meeting held May 29, 2018
 - C. Approve Financial Statements for May 2018

End Consent Calendar

- IV. 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.
 - D. Report from Greg Nelson, Ralph Anderson and Associates, regarding Chief Recruitment process.
- V. Correspondence
- VI. Attorney Items

- VII. Committee Reports
 - A. Administrative Committee (Directors Durante and Hus)
 - 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. Chief Recruitment Committee (Directors Hartley and Hus)

- 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 and approve Annual Financial Audit RFP staff recommendation
 - C. Review and approve California Employee Retiree Benefit Trust (CERBT) Asset Allocation Strategy
 - D. Review and approve Resolution 2018-04 adopting the 2018-2019 Preliminary Budget and set notice for public hearing as required by law
 - E. Review and approve Resolution 2018-06 fixing the employer contribution at an equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act (CalPERS Health Contract Amendment)

- X. New Business
 - A. Review and approve Resolution 2018-08 in appreciation of Fire Chief Dave Roberts
 - B. Approve surplus of old fire hose
 - C. Review and discuss Grand Jury Report, Case 17-04 dated June 30, 2018

- XI. Old Business
 - A. Review and approve Verizon Cell Phone Tower contract for Station 85

- XII. Oral Communications
 - A. Directors
 - B. Staff
 - C. Schedule upcoming committee meetings

- XIII. Adjournment

*Director Barbara Winn will be attending via teleconference from:
JW Marriott New Orleans
614 Canal St.
New Orleans, LA 70130*

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 NINTH MEETING OF THE BOARD OF DIRECTORS

Thursday, May 17, 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 Lilienthal led the Pledge of Allegiance. Directors in attendance: Durante, Giraud, Hartley, and Hus. Director Winn was absent. Staff in attendance: Chief Roberts and Director of Finance Braddock. Counsel Cook was also in attendance.

II. CONSENT CALENDAR

- A. Approve minutes of the 778th meeting held April 19, 2018
- B. Approve Financial Statements for April 2018

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

III. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters – None
- B. EDH Firefighters Association – Captain Lantz Burvant, Association President, stated that the Association recently adopted new Bylaws and meet again on May 22. He further explained the Association will only meet twice per year going forward – a January meeting for financial planning/review and a May meeting for bi-annual Board elections. Programs sponsored by the Association going forward include the annual Holiday party, Awards Dinner, Golf Tournament, Scholarship Program, and “Sunshine Fund.”
- C. Public Comment – None

IV. CORRESPONDENCE

V. ATTORNEY ITEMS

VI. COMMITTEE REPORTS

- A. Administrative Committee (Directors Durante and Hus)
 - 1. Review and approve the El Dorado Hills Firefighters Association Annual Stipend VIS payment structure – Director Durante thanked resident Tim White for his time and expertise in reviewing and editing the VIS Program document.

Director Hus made a motion to approve the El Dorado Hills Firefighters Association Annual Stipend VIS payment policy, seconded by Director Durante and unanimously carried.

2. **Review and approve proposed revisions to Non-Tobacco Use and Vaping/Electronic Cigarettes policies** – Counsel Cook expressed his concerns with the proposed elimination of the Non-Tobacco Use policy. He explained the original reasons the policy was put in place and pointed out that this is not the only department that has such a policy. Maurice Johnson, resident, stated it is not the department’s responsibility to monitor what employees do on their personal time and a policy such as this should be data driven, which it was not at the time of adoption.

Director Hus made a motion to approve the proposed revisions to the Non-Tobacco Use and Vaping/Electronic Cigarettes policies, seconded by Director Durante and unanimously carried.

B. Finance Committee (Directors Girauo and Hus)

1. **Approve surplus of land parcel located at Heffren/Dodson in Latrobe, lot APN# 087-330-391** – Director Hus suggested the department declare the land parcel surplus to get an idea of what it is worth and whether it would sell. Counsel Cook explained the first step would be to offer the parcel to the County and then a resolution can be passed to declare it surplus at the June Board meeting.

Director Hus made a motion to approve the surplus of the land parcel located at Heffren/Dodson in Latrobe, lot APN# 087-330-391, seconded by Director Girauo and unanimously carried.

2. **Review and discuss PARS Pension account investment strategy** – Director Hus recommended to the Board that the Department change its PARS pension account investment strategy from Capital Appreciation to the Balanced strategy.

Director Hus made a motion to change the PARS pension account portfolio from the Capital Appreciation strategy to the Balanced strategy, seconded by Director Girauo and unanimously carried.

3. **Update on Latrobe Base Revenue Transfer** – Director Hartley and Chief Roberts explained a resolution is being proposed at the upcoming scheduled Special Board meeting that will allow the County to transfer Latrobe base revenue permanently going forward, except for the ERAF portion, which will have to be requested from the County on an annual basis.

Director Hus thanked Director of Finance Braddock for putting together a 10-year JPA forecast to show the financial projection with the proposed JPA contract. Chief Roberts explained the JPA Board will be looking at both a 5-year and 10-year contract option and he thinks there will be more support for the 5-year contract.

C. Ad Hoc Committee Reports

1. **Strategic Planning Committee (Directors Hus and Winn)** - None
2. **Communications Committee (Directors Durante and Winn)** – Chief Keating explained the committee discussed looking at going out to RFP for the 700 mhz system buildout. He also stated the MDC project was discussed, including how to distribute the cost of the infrastructure among the agencies.
3. **Training Facility Committee (Directors Hartley and Durante)** – Chief Lilienthal stated the project is still in the plan check phase and the hope is to go out to RFP for Phase 1 of before Summer.
4. **CSD/Fire Collaboration Committee (Directors Hartley and Durante)** – The Board concurred this committee can be removed until needed in the future
5. **Chief Recruitment Committee (Directors Hartley and Hus)** – Chief Keating explained the committee has received four executive search firm proposals and has narrowed it down to two. He stated the committee will meet with each of the two firms individually at its next meeting on Monday, May 21 and will make a recommendation to the Board on which to select at the upcoming Special Board Meeting on May 29. Director Hus encouraged the Board to think about what is right for the community and involve all the stakeholders during the recruitment process. Chief Roberts encouraged the Board to select a Chief that understands the financial side of the Department and can support the Director of Finance with the anticipated future financial challenges.

VII. OPERATIONS REPORT

- A. **Operations Report (Receive and file)**
- B. **Review and update regarding Joint Powers Authority**

VIII. FISCAL ITEMS –

- A. **Review revenue and expense forecast for fiscal year 2017/18** – Director of Finance Braddock updated the Board on the current fiscal year forecast.
- B. **Review and approve Resolution 2018-04 adopting the 2018-19 Preliminary Budget and set notice for public hearing as required by law** – Director of Finance Braddock walked the Board through the 2018/19 Preliminary Budget detail. Director Hartley expressed concern that there was not a placeholder for the Training Facility in the capital budget.

Director Hartley made a motion to approve Resolution 2018-04 adopting the Preliminary Budget with the addition of a \$1M placeholder for the Training Facility, seconded by Director Giraudo. The motion failed (Roll call: Ayes: 2; Noes: 2 – Hus, Durante).

Director Durante made a motion to approve Resolution 2018-04 adopting the Preliminary Budget without the placeholder for the Training Facility, seconded by Director Hus. The motion failed (Roll call: Ayes: 2, Noes: 2 – Hartley, Giraudo).

IX. NEW BUSINESS

- A. Review and approve Verizon Cell Phone Tower contract for Station 85 –**
Chief Roberts requested this item be moved to the June Board meeting to allow more time to review additional data.
- B. Review and approve Resolution 2018-05 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**

Director Hartley made a motion to approve Resolution 2018-05, seconded by Director Giraudo and unanimously carried (Roll call: Ayes: 4; Noes: 0).

X. OLD BUSINESS – None

XI. ORAL COMMUNICATIONS

- A. Directors –** Director Hus played a news clip from Fox 40 news station which discussed the City of Sacramento's practice of billing customers for fire department call responses. He expressed his disapproval of this practice and discouraged our Board from moving to that type of model in the future. Director Giraudo pointed out that the department now has water rescue capabilities on all three shifts.
- B. Staff – None**
- C. Schedule upcoming committee meetings**

XII. CLOSED SESSION ITEMS - The Board left for closed session at 7:38 p.m. and returned at 7:57 p.m. No action was taken in closed session.

XIII. ADJOURNMENT

Director Hartley made a motion to adjourn the meeting, seconded by Director Hus, and

unanimously carried.

The meeting adjourned at 7:58 p.m.

Approved:

Greg Durante, President

Jessica Braddock, Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT

SEVEN HUNDRED EIGHTIETH MEETING OF THE BOARD OF DIRECTORS

Tuesday, May 29, 2018

4:00 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 4:00 p.m. Directors in attendance: Durante, Giraud, Hartley, Hus. Director Winn was absent. Staff in attendance: Deputy Chief Lilienthal joined the meeting at 4:15 p.m. Counsel Cook was also in attendance.

II. ORAL COMMUNICATIONS

A. Public Comment – None

III. PUBLIC HEARING

A. **Public Hearing to consider the adoption of a Resolution authorizing the District's receipt of property tax revenues transferred from El Dorado County affecting the Latrobe annexation area, as required by Revenue and Taxation Code Section 99.02.** – Counsel Cook explained the County will be adopting a resolution to transfer money to the District on June 18. He stated the ERAF portion of the base transfer, roughly \$73,000 is excluded from the amount of base revenue that this resolution solidifies. However, the intent of the County is to budget separately for the ERAF portion each year and it will be the responsibility of the District to ensure these funds are transferred. Tim White, resident, asked how the department will monitor the process of ensuring the County budgets for and transfers the ERAF portion. Counsel Cook explained Finance staff will be responsible for transmitting a request to the County each year. President Durante requested the Director of Finance document this process and report back to the Board.

Director Harley made a motion to adopt the Resolution 2018-07 authorizing the District's receipt of property tax revenues transferred from El Dorado County affecting the Latrobe annexation area, seconded by Director Giraud and unanimously carried (Roll call: Ayes: 4; Noes: 0).

IV. COMMITTEE REPORTS

A. **Chief Recruitment Committee (Directors Hartley and Hus)**

1. **Review and approve contract with Ralph Andersen and Associates for the recruitment for the position of Fire Chief** – Director Hartley noted that he and Director Hus agree on this recommendation to the Board. Director Hus explained the committee had narrowed the options down to two and both had similar experience and pricing. Both candidates were interviewed and the committee agreed that Ralph Andersen and Associates was the better option.

Director Hus made a motion to approve the contract with Ralph Andersen

and Associates for the recruitment for the position of Fire Chief, seconded by Director Hartley and unanimously carried (Roll call: Ayes: 4; Noes: 0).

V. FISCAL ITEMS

- A. Review and approve Resolution 2018-06 fixing the employer contribution at an equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act (CalPERS Health Contract Amendment) –** Counsel Cook and President Durante expressed concern with voting on the resolution without the Director of Finance being present to provide input and suggested moving it to the regular Board Meeting in June. The Board concurred.

VI. ADJOURNMENT

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

The meeting adjourned at 4:25 p.m.

Approved:

Greg Durante, President

Jessica Braddock, Board Secretary

El Dorado Hills Fire Department

6/7/2018 4:05 PM

Register: 1000 · Bank of America
 From 05/01/2018 through 05/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/01/2018	EFT	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	230.59	X		347,027.56
05/01/2018	EFT	Technology Credit C...	-split-	May-18	5,524.00	X		341,503.56
05/01/2018	EFT	ADP (FSA)	-split-		425.79	X		341,077.77
05/02/2018	EFT	El Dorado Disposal S...	-split-	4/1/18 - 4/30/18	737.39	X		340,340.38
05/02/2018	EFT	ADP (FSA)	-split-		15.00	X		340,325.38
05/04/2018	EFT	ADP	6200 · Professional Ser...	PR18-4-1	325.14	X		340,000.24
05/07/2018	EFT	P. G. & E.	-split-	Apr-18	13.96	X		339,986.28
05/07/2018	EFT	ADP (FSA)	-split-		15.00	X		339,971.28
05/07/2018	21331	El Dorado County Tr...	6240 · Special Expense...		1,000.00			338,971.28
05/08/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1531...		X	250,000.00	588,971.28
05/08/2018	EFT	ADP (FSA)	-split-		500.00	X		588,471.28
05/10/2018	EFT	P. G. & E.	-split-	Apr-18	9.86	X		588,461.42
05/10/2018	EFT	ADP (FSA)	-split-		384.62	X		588,076.80
05/10/2018	PR18-5-1		-split-	Total Payroll T...	78,088.02	X		509,988.78
05/10/2018	PR18-5-1		1000 · Bank of Americ...	Direct Deposit	268,218.73	X		241,770.05
05/10/2018	PR18-5-1		1000 · Bank of Americ...	Payroll Checks...		X		241,770.05
05/11/2018	EFT	P. G. & E.	-split-	Apr-18	272.33	X		241,497.72
05/11/2018	EFT	ADP (FSA)	-split-		33.83	X		241,463.89
05/12/2018	EFT	Verizon Wireless	-split-	Apr-18	483.83	X		240,980.06
05/12/2018	EFT	Verizon Wireless	-split-	Apr-18	70.20	X		240,909.86
05/12/2018	EFT	Verizon Wireless	-split-	Apr-18	1,708.48	X		239,201.38
05/12/2018	EFT	Verizon Wireless	-split-	Apr-18	114.03	X		239,087.35
05/14/2018		Deposit	-split-	Deposit		X	17,505.91	256,593.26
05/14/2018	EFT	P.E.R.S. Retirement	-split-	PR18-5-1	83,622.13	X		172,971.13
05/14/2018	EFT	P.E.R.S. ING	-split-	PR18-5-1	3,050.77	X		169,920.36
05/14/2018	EFT	P. G. & E.	-split-	Apr-18	305.59	X		169,614.77
05/14/2018	EFT	P. G. & E.	-split-	Apr-18	250.87	X		169,363.90
05/14/2018	EFT	ADP (FSA)	-split-		27.01	X		169,336.89
05/15/2018			6200 · Professional Ser...	Service Charge	207.28	X		169,129.61
05/15/2018	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Confirmation #...	45,888.61	X		123,241.00
05/16/2018		Transfer from County	1071 · General Fund B...	Property Tax R...		X	7,243,240.00	7,366,481.00
05/16/2018		Transfer from County	1075 · General Fund - ...	Weed Abateme...		X	18,803.00	7,385,284.00
05/17/2018		Deposit	3510 · Misc. Operating...	Deposit		X	1,325.31	7,386,609.31
05/17/2018	EFT	ADP (FSA)	-split-		22.61	X		7,386,586.70
05/17/2018	21332	7th Dimension, LLC	-split-	Inv # 180361	6,143.52	X		7,380,443.18
05/17/2018	21333	A-CHECK	-split-	Inv # 59-05465...	77.50	X		7,380,365.68
05/17/2018	21334	Advanced IPM	-split-		320.00	X		7,380,045.68
05/17/2018	21335	Aramark	-split-	Invoice # 6360...	32.40	X		7,380,013.28
05/17/2018	21336	AT&T	-split-	Apr-18	220.50	X		7,379,792.78
05/17/2018	21337	Bartel Associates, LLC	6200 · Professional Ser...	Invoice # 18-295	941.00	X		7,378,851.78

El Dorado Hills Fire Department

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Register: 1000 · Bank of America
 From 05/01/2018 through 05/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/17/2018	21338	Best Best & Krieger	6200 · Professional Ser...	Inv# 820734	423.12			7,378,428.66
05/17/2018	21339	Brad Ballenger	6000 · Wages & Benef...		1,267.00	X		7,377,161.66
05/17/2018	21340	Branded	6240 · Special Expense...	Invoice # 1217	350.71	X		7,376,810.95
05/17/2018	21341	California Family Fit...	6200 · Professional Ser...	Inv # 15052018	174.98	X		7,376,635.97
05/17/2018	21342	Caltronics Business ...	6190 · Office Supplies	Inv# 2509201	571.14	X		7,376,064.83
05/17/2018	21343	Capital Building Mai...	6120 · Housekeeping	Invoice # 10050	669.50	X		7,375,395.33
05/17/2018	21344	Carnahan Electric	6150 · Maintenance,Str...	Invoice # 501-...	949.78	X		7,374,445.55
05/17/2018	21345	Cascade Fire Equipm...	6230 · Small Tools and...	Invoice # 090533	12,689.82	X		7,361,755.73
05/17/2018	21346	Churchll's Hardware ...	-split-	Customer Acco...	53.56	X		7,361,702.17
05/17/2018	21347	Core Logic	6170 · Dues and Subsc...	Inv # 81886118	137.50	X		7,361,564.67
05/17/2018	21348	Doug Veerkamp	6140 · Maintenance of ...	Invoice # 325691	4,656.55	X		7,356,908.12
05/17/2018	21349	FedEx	6190 · Office Supplies	Inv # 6-171-31...	28.83	X		7,356,879.29
05/17/2018	21350	Ferrell Gas	6260 · Utilities:6262 · ...	Account # 886...	662.05	X		7,356,217.24
05/17/2018	21351	Fit Guard	-split-		240.00	X		7,355,977.24
05/17/2018	21352	Hefner, Stark & Mar...	-split-	Statement # 366	6,882.20	X		7,349,095.04
05/17/2018	21353	InterState Oil Compa...	-split-		3,331.58	X		7,345,763.46
05/17/2018	21354	Solon Fire Control	-split-	Invoice # 5732...	262.82	X		7,345,500.64
05/17/2018	21355	L.N. Curtis & Sons	-split-		2,053.84	X		7,343,446.80
05/17/2018	21356	Larry R. Fry	6000 · Wages & Benef...		460.00	X		7,342,986.80
05/17/2018	21357	Leah Yaws	6240 · Special Expense...		300.00	X		7,342,686.80
05/17/2018	21358	Lehr Auto Electric, Inc	6720 · Fixed Assets	Invoice # SI14...	19,729.15	X		7,322,957.65
05/17/2018	21359	Lucas Bohanan	2029 · Other Payable	Dental/Vision ...	85.00	X		7,322,872.65
05/17/2018	21360	Blue Ribbon Personn...	-split-	Invoice # 3778 ...	1,562.50	X		7,321,310.15
05/17/2018	21361	MES - California	6100 · Clothing & Pers...	Invoice # IN12...	315.30	X		7,320,994.85
05/17/2018	21362	Norcal Beverage Co. ...	-split-		450.61			7,320,544.24
05/17/2018	21363	Photos by JC	6180 · Miscellaneous:6...	Invoice # 1002	255.00	X		7,320,289.24
05/17/2018	21364	PowerGen Inc.	6150 · Maintenance,Str...		2,056.08	X		7,318,233.16
05/17/2018	21365	Rapid Information D...	6190 · Office Supplies	Invoice # 56008	50.00	X		7,318,183.16
05/17/2018	21366	Rotary	-split-	May 2018 Dues	225.00	X		7,317,958.16
05/17/2018	21367	Serrano Counry Club	6240 · Special Expense...		5,509.17	X		7,312,448.99
05/17/2018	21368	SignChef Inc.	6720 · Fixed Assets	Invoice # 252...	770.16	X		7,311,678.83
05/17/2018	21369	Dept of Forestry and ...	-split-	Invoice # 151109	128.00	X		7,311,550.83
05/17/2018	21370	Steve Maranville	6000 · Wages & Benef...		499.00	X		7,311,051.83
05/17/2018	21371	UPS Store	6190 · Office Supplies		30.00	X		7,311,021.83
05/17/2018	21372	The Fire Connection	-split-		382.84	X		7,310,638.99
05/17/2018	21373	Trace Analytics, Inc.	6140 · Maintenance of ...	Invoice # 18-8...	176.00	X		7,310,462.99
05/17/2018	21374	West Coast Frame/C...	6140 · Maintenance of ...	Invoice # 51370	1,659.20	X		7,308,803.79
05/17/2018	21375	Western Contract	6720 · Fixed Assets	Proposal # 250...	5,059.00	X		7,303,744.79
05/17/2018	21376	Wally Jukes	6000 · Wages & Benef...		345.00	X		7,303,399.79
05/17/2018	21377	Dwight Piper	-split-		150.00	X		7,303,249.79

El Dorado Hills Fire Department

6/7/2018 4:05 PM

Register: 1000 · Bank of America
 From 05/01/2018 through 05/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/17/2018	21378	Allstar Fire Equipme...	6100 · Clothing & Pers...	Inv# 206364	1,265.55	X		7,301,984.24
05/18/2018		Deposit	3240 · Tax Revenue:33...	Deposit		X	6,448.71	7,308,432.95
05/18/2018		Transfer to LAIF	1074 · Local Agency I...	Confirm #1532...	6,600,000.00	X		708,432.95
05/18/2018	EFT	ADP HCM	6200 · Professional Ser...	Workforce No...	241.50	X		708,191.45
05/18/2018	EFT	ADP	6200 · Professional Ser...	PR18-5-1	301.46	X		707,889.99
05/18/2018	EFT	ADP (FSA)	-split-		20.00	X		707,869.99
05/21/2018	EFT	Verizon Wireless	-split-	Apr-18	40.01	X		707,829.98
05/21/2018	EFT	Verizon Wireless	-split-	Apr-18	714.69	X		707,115.29
05/21/2018	EFT	Nationwide Retireme...	-split-	PR18-5-1	21,514.91	X		685,600.38
05/21/2018	EFT	P. G. & E.	-split-	Apr-18	268.00	X		685,332.38
05/23/2018		Deposit	-split-	Deposit		X	172,994.32	858,326.70
05/24/2018	EFT	WageWorks	6200 · Professional Ser...	INV672986	96.15	X		858,230.55
05/24/2018	EFT	Nationwide Retireme...	-split-	PR18-5-2	21,514.91	X		836,715.64
05/24/2018	EFT	P.E.R.S. Health	-split-	June 2018	183,923.10	X		652,792.54
05/24/2018	EFT	P.E.R.S. ING	-split-	PR18-5-2	3,050.58	X		649,741.96
05/24/2018	EFT	P.E.R.S. Retirement	-split-	PR18-5-2	81,003.89	X		568,738.07
05/24/2018	EFT	ADP (FSA)	-split-		289.21	X		568,448.86
05/24/2018	PR18-5-2		-split-	Total Payroll T...	74,728.95	X		493,719.91
05/24/2018	PR18-5-2		1000 · Bank of Americ...	Direct Deposit	265,387.68	X		228,332.23
05/24/2018	PR18-5-2		1000 · Bank of Americ...	Payroll Checks...		X		228,332.23
05/25/2018	EFT	El Dorado Disposal S...	-split-	May 2018	737.39	X		227,594.84
05/29/2018	EFT	ADP (FSA)	-split-		35.00	X		227,559.84
05/31/2018	EFT	State Compensation ...	6000 · Wages & Benef...	Policy # 11048...	46,748.17	X		180,811.67
05/31/2018	21379	Ryan Brown	2029 · Other Payable	Final Pay 5/22/...	4,249.34			176,562.33
05/31/2018	21380	El Dorado County Tr...	6240 · Special Expense...	Kevin Schlang...	300.00			176,262.33

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



	FINAL Full Year Budget FY17/18	Actual May 2018	Actual YTD May 31, 2018	Variance YTD Actual to Full Year Budget	(Target 92%) YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	16,271,887	87,450	15,877,140	(394,747)		} On track with property tax revenue budget.
3270 · Unsecured Tax Revenue	276,634	1,581	275,997	(637)		
3280 · Homeowners Tax Revenue	148,380	53,340	129,539	(18,841)		
3320 · Supplemental Tax Revenue	251,098	54,846	308,034	56,936		
3330 · Sacramento County Revenue	16,200	6,449	16,663	463		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,840	330	34,840	(2,000)		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
Total 3240 · Tax Revenue	16,776,075	203,995	16,834,431	58,356	100%	
3505 · Misc. Revenue, Vacant Lot	-	-	1,487	1,487	100%	
3506 · Misc. Revenue, Fire Prev. Fees	70,000	11,211	79,245	9,245	113%	
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	1,028,857	-	860,721	(168,136)	84%	Q4 invoice not yet generated
3513 · Rental Income (Cell site)	25,200	-	23,100	(2,100)	92%	
3515 · OES/Mutual Aid Reimbursement	560,000	-	524,246	(35,754)	94%	
3520 · Interest Earned	80,000	3,984	141,643	61,643	177%	Interest rates higher than budgeted
3510 · Misc. Operating Revenue - Other	20,000	1,325	36,039	16,039	180%	Primarily workers' compensation reimbursements
Total 3510 · Misc. Operating Revenue	1,714,057	5,310	1,585,749	(128,307)	93%	
Total Operating Revenue	\$ 18,560,131	\$ 220,516	\$ 18,500,912	\$ (59,219)	100%	
3550 · Development Fee						
3560 · Development Fee Revenue	2,500,000	134,945	2,032,322	(467,678)	81%	
3561 · Development Fee Interest	-	9,964	67,513	67,513	100%	
Total 3550 · Development Fee	2,500,000	144,909	2,099,835	(400,165)	84%	
3570 · Proceeds from Sale of Assets	-	-	752,373	752,373	100%	Sale of business park 5-acre parcel
Total Revenue	\$ 21,060,131	\$ 365,425	\$ 21,353,120	\$ 292,989	101%	

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



	FINAL Full Year Budget FY17/18	Actual May 2018	Actual YTD May 31, 2018	Variance YTD Actual to Full Year Budget	(Target 92%) YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	5,931,801	467,502	5,345,543	586,259	90%	
6011 · Education/Longevity Pay	484,081	35,246	411,139	72,942	85%	
6016 · Salaries & Wages, Admin/Prev	643,697	47,546	561,199	82,498	87%	
6018 · Director Pay	17,850	-	11,995	5,855	67%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,561,587	199,433	1,833,925	(272,338)	117%	Several long-term vacancies filled with OT
6019.2 · Overtime, Outside Aid	480,000	-	443,307	36,693	92%	Timing of fire season
6019.3 · Overtime, JPA	155,479	14,439	182,521	(27,042)	117%	Several long-term vacancies filled with OT
Total 6019 · Overtime	2,197,066	213,872	2,459,753	(262,687)	112%	
6020 · P.E.R.S. Retirement	2,293,349	123,603	2,084,948	208,401	91%	
6030 · Workers Compensation	819,067	46,748	622,646	196,421	76%	2018 premium savings
6031 · Life Insurance	6,224	-	5,107	1,117	82%	
6032 · P.E.R.S. Health Benefits	1,444,276	135,475	1,417,119	27,157	98%	Jun invoice paid in May
6033 · Disability Insurance	16,758	-	15,218	1,540	91%	
6034 · Health Cost of Retirees	881,479	48,448	889,789	(8,310)	101%	Jun invoice paid in May
6040 · Dental/Vision Expense	177,960	12,559	163,863	14,097	92%	
6050 · Unemployment Insurance	14,490	735	14,553	(63)	100%	
6060 · Vacation & Sick Expense Reserve	100,000	-	323,133	(223,133)	323%	True-up of liability in April 2018
6070 · Medicare	134,842	10,743	124,034	10,808	92%	
Total 6000 · Salaries & Wages	15,162,941	1,142,477	14,450,037	712,903	95%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	52,800	-	49,437	3,363	94%	
6102 · Other Clothing & Personal Supplies	47,683	4,102	48,302	(619)	101%	
Total 6100 · Clothing & Personal Supplies	100,483	4,102	97,739	2,744	97%	

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



	FINAL Full Year Budget FY17/18	Actual May 2018	Actual YTD May 31, 2018	Variance YTD Actual to Full Year Budget	(Target 92%) YTD Actual % of Full Year Budget	Notes/Comments
6110 · Network/Communications						
6111 · Telecommunications	50,544	3,391	39,204	11,340	78%	
6112 · Dispatch Services	50,000	-	29,311	20,689	59%	Q3-Q4 invoice not yet received
6113 · Network/Connectivity	41,225	3,337	36,582	4,643	89%	
Total 6110 · Communications	141,769	6,727	105,097	36,672	74%	
6120 · Housekeeping	35,268	1,844	33,726	1,542	96%	
6130 · Insurance						
6131 · General Insurance	55,000	-	50,312	4,688	91%	
Total 6130 · Insurance	55,000	-	50,312	4,688	91%	
6140 · Maintenance of Equipment						
6141 · Tires	21,791	-	32,316	(10,525)	148%	
6142 · Parts & Supplies	22,209	1,941	23,508	(1,299)	106%	
6143 · Outside Work	118,167	6,492	104,678	13,489	89%	
6144 · Equipment Maintenance	37,308	953	23,212	14,096	62%	
6145 · Radio Maintenance	24,279	-	13,247	11,031	55%	
Total 6140 · Maintenance of Equipment	223,754	9,386	196,962	26,792	88%	Total Equipment Maintenance on target to budget Insurance recovery for repairs at Sta 86 - all invoices for work not yet received
6150 · Maintenance, Structures & Ground	98,364	3,335	32,338	66,026	33%	
6160 · Medical Supplies						
6161 · Medical Supplies	5,867	-	5,483	384	93%	
Total 6160 · Medical Supplies	5,867	-	5,483	384	93%	
6170 · Dues and Subscriptions	12,655	497	10,351	2,304	82%	
6180 · Miscellaneous						
6181 · Miscellaneous	3,352	255	2,489	864	74%	
6182 · Honor Guard	3,562	1,001	1,311	2,251	37%	
6183 · Explorer Program	2,095	-	6,132	(4,036)	293%	Approved budget overage offset by savings in other categories
6184 · Pipes and Drums	-	-	-	-	0%	
Total 6180 · Miscellaneous	9,010	1,256	9,932	(922)	110%	
6190 · Office Supplies	20,739	1,719	18,413	2,326	89%	

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



	FINAL Full Year Budget FY17/18	Actual May 2018	Actual YTD May 31, 2018	Variance YTD Actual to Full Year Budget	(Target 92%) YTD Actual % of Full Year Budget	Notes/Comments
6200 · Professional Services						
6201 · Audit	13,050	-	12,650	400	97%	Annual audit fees paid in December
6202 · Legal/Human Resources	161,673	7,383	225,938	(64,265)	140%	Pending legal matters
6203 · Notices	2,514	-	1,367	1,147	54%	
6204 · Other Professional Services	135,397	2,068	115,359	20,038	85%	
6205 · Elections/Tax Administration	-	-	-	-	0%	
6206 · Public Relations	3,042	-	1,272	1,770	42%	
Total 6200 · Professional Services	315,676	9,451	356,586	(40,910)	113%	
6210 · Information Technology						
6211 · Software Licenses/Subscriptions	71,501	1,353	43,307	28,194	61%	Savings on Target Solutions/Firehouse not yet invoiced
6212 · IT Support/Implementation	118,496	6,144	103,479	15,018	87%	
Total 6210 · Information Technology	189,997	7,497	146,786	43,211	77%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	14,710	-	6,403	8,307	44%	Budget savings on cost of removing modular/sanitary waste tank at end of use
6222 · Solar Lease	66,936	5,524	60,581	6,355	91%	
Total 6220 · Rents and Leases	81,646	5,524	66,984	14,662	82%	
6230 · Small Tools and Supplies	78,108	14,081	37,891	40,217	49%	Hose; Rescue 85 Tools; HazMat Decon Equipment; Smooth Bore; Class A/B Foam
6240 · Special Expenses						
6241 · Training	148,981	5,649	60,595	88,386	41%	Planned training postponed due to staffing shortage
6242 · Fire Prevention	64,280	(5,124)	34,579	29,701	54%	Timing of May dinner: E15M; favorable on Santa Run
6243 · Licenses	-	-	10	(10)	100%	
Total 6240 · Special Expenses	213,261	525	95,184	118,077	45%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	62,000	3,562	55,048	6,952	89%	
6252 · Travel	25,200	1,561	17,943	7,257	71%	Planned training postponed due to staffing shortage
6253 · Meals & Refreshments	22,680	2,235	17,331	5,349	76%	
Total 6250 · Transportation and Travel	109,880	7,358	90,321	19,559	82%	

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



	FINAL Full Year Budget FY17/18	Actual May 2018	Actual YTD May 31, 2018	Variance YTD Actual to Full Year Budget	(Target 92%) YTD Actual % of Full Year Budget	Notes/Comments
6260 · Utilities						
6261 · Electricity	16,872	354	3,876	12,996	23%	Timing of annual true-ups
6262 · Natural Gas/Propane	25,000	1,429	17,449	7,551	70%	Timing of invoice receipt
6263 · Water/Sewer	16,000	-	15,358	642	96%	
Total 6260 · Utilities	57,872	1,783	36,683	21,189	63%	
Total Operating Expenditures	\$ 16,912,288	\$ 1,217,562	\$ 15,840,824	\$ 1,071,464	94%	
Operating Revenue - Operating Expenditures	\$ 1,647,843	\$ (997,046)	\$ 2,660,088	\$ (1,012,245)		
6560 · Pension/OPEB UAL Lump Sum Payment	1,450,000	-	1,450,000	-	100%	
6720 · Fixed Assets	2,989,298	25,535	599,465	2,389,833	20%	Timing of Training Facility expenditures and delivery of Type I Engine
Total Expenditures	\$ 21,351,586	\$ 1,243,096	\$ 17,890,289	\$ 3,461,297	84%	
Total Revenue - Total Expense	\$ (291,455)	\$ (877,672)	\$ 3,462,832	\$ 3,754,286		
Less: Development Fee Revenue	(2,500,000)		(2,099,835)			
Add: Development Fee Qualified Expenditures	1,970,000		476,384			
Total Revenue - Total Expense Net of Dev Fees	\$ (821,455)		\$ 1,839,380			



EL DORADO HILLS FIRE DEPARTMENT

MONTHLY ACTIVITY REPORT MAY 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

Structure Fire – Marble Valley Road May 1, 2018



Water Rescue Training with Helicopter – May 10, 2018



RT130 – Annual Wildland Fire Training Completed for All Personnel



Vehicle Accident – Malcom Dixon – May 15, 2018



Vehicle Overturned May 15, 2018



STATISTICS

Response District	Total Number of Responses – MAY 2018	Total Number of Responses –2018	Total Number of Responses –MAY 2017	Total Number of Responses –2017
84	78	304	64	313
85	83	322	68	303
86	62	244	52	204
87	120	432	78	279
91	3	14	4	27
92	2	8	2	7
Mutual Aid	52	322	79	338
Transfer	17	106	15	88
TOTALS	417	1752	362	1559

88.21% Medic Unit Response, 10 Minutes (before exception reports)

93.09% 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

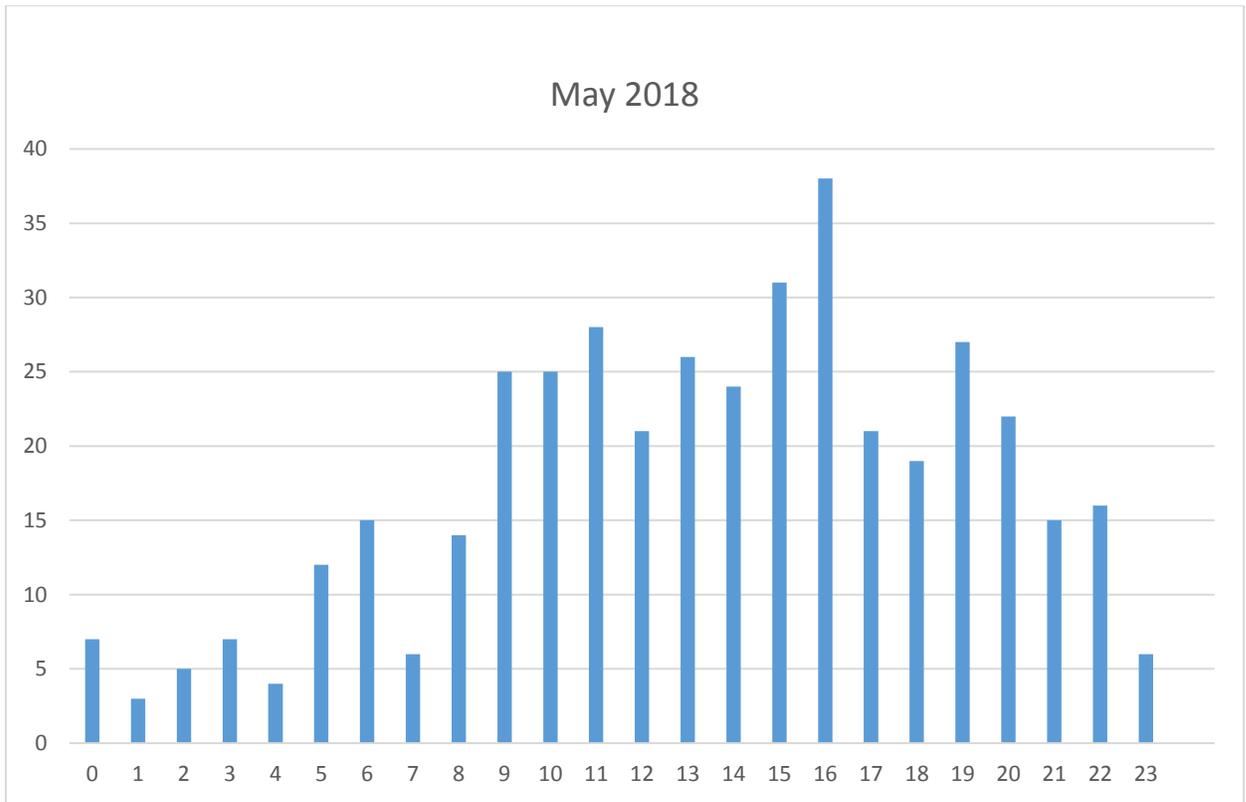
Deployment Measures

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

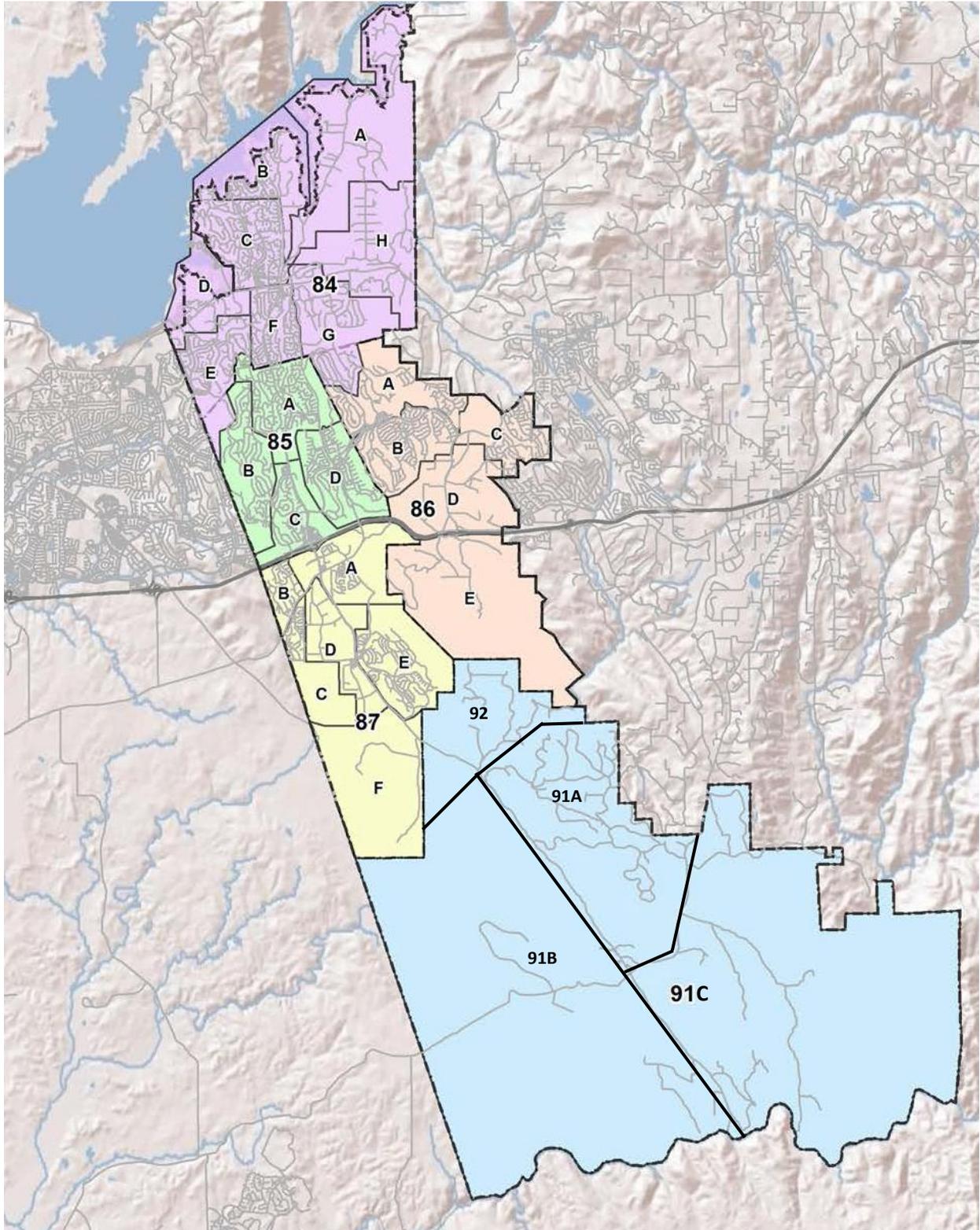
- Deployment Measure 1 - 911 Call Handling Time
- Deployment Measure 2 - Turnout Time
- Deployment Measure 3 - Travel Time
- Deployment Measure 4 - Total Response Time
- Deployment Measure 5 - Effective Response Force (Fire/Rescue Large Emergency)

INCIDENTS BY HOUR OF DAY

MAY 2018



Hour of Day



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



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
Revenue					
3240 · Tax Revenue					
3260 · Secured Tax Revenue	16,271,887	16,271,887	-	0%	
3270 · Unsecured Tax Revenue	276,634	276,997	363	0%	
3280 · Homeowners Tax Revenue	148,380	148,380	-	0%	
3320 · Supplemental Tax Revenue	251,098	338,034	86,936	35%	
3330 · Sacramento County Revenue	16,200	16,663	463	3%	
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%	Received Latrobe base transfer for 16/17 and 17/18
3340 · Property Tax Administration Fee	(404,964)	(307,782)	97,182	-24%	County administration fee came in lower than anticipated
Total 3240 · Tax Revenue	16,776,075	17,281,018	504,944	103%	
3505 · Misc. Revenue, Vacant Lot	-	1,487.00	1,487.00	100%	
3506 · Misc. Revenue, Fire Prev. Fees	70,000	89,245	19,245	27%	
3510 · Misc. Operating Revenue					
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	191,643	111,643	140%	Higher interest rates than budgeted
3510 · Misc. Operating Revenue - Other	20,000	38,039	18,039	90%	Workers' compensation reimbursements
Total 3510 · Misc. Operating Revenue	1,714,057	1,859,849	145,793	109%	
Total Operating Revenue	\$ 18,560,131	\$ 19,231,600	\$ 671,469	104%	

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



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
3550 · Development Fee					
3560 · Development Fee Revenue	2,500,000	2,172,322	(327,678)	-13%	
3561 · Development Fee Interest	-	77,513	77,513	100%	
Total 3550 · Development Fee	2,500,000	2,249,835	(250,165)	-10%	Lower development fee collection rate in recent months
3570 · Proceeds from Sale of Assets	-	752,373	752,373	100%	Unbudgeted sale of business park land parcel
Total Revenue	\$ 21,060,131	\$ 22,233,808	\$ 1,173,677	106%	
Expenditures					
6000 · Salaries & Wages					
6001 · Salaries & Wages, Fire	5,931,801	5,791,004	140,797	2%	Vacant positions offset by OT below
6011 · Education/Longevity Pay	484,081	445,401	38,680	8%	Vacant positions offset by OT below
6016 · Salaries & Wages, Admin/Prev	643,697	607,965	35,732	6%	
6017 · Volunteer Pay	-	-	-	0%	
6018 · Director Pay	17,850	15,995	1,855	10%	
6019 · Overtime					
6019.1 · Overtime, Operational	1,561,587	1,986,752	(425,165)	-27%	
6019.2 · Overtime, Outside Aid	480,000	443,307	36,693	8%	
6019.3 · Overtime, JPA	155,479	197,732	(42,253)	-27%	
Total 6019 · Overtime	2,197,066	2,627,790	(430,724)	-20%	Vacant positions/Long-term vacancies partially offset by savings in salaries & wages above
6020 · P.E.R.S. Retirement	2,293,349	2,258,694	34,656	2%	Vacant positions offset by OT above
6030 · Workers Compensation	819,067	699,394	119,672	15%	Savings on 2018 renewal rate
6031 · Life Insurance	6,224	5,567	657	11%	
6032 · P.E.R.S. Health Benefits	1,444,276	1,417,119	27,157	2%	Vacant positions offset by OT above
6033 · Disability Insurance	16,758	16,568	190	1%	
6034 · Health Cost of Retirees	881,479	889,789	(8,310)	-1%	
6040 · Dental/Vision Expense	177,960	176,032	1,928	1%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Period Ending May 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	14,553	(63)	0%	
6060 · Vacation & Sick Expense Reserve	100,000	323,133	(223,133)	-223%	Vacant positions and long-term vacancies resulted in lower sick/vacation taken
6070 · Medicare	134,842	134,370	472	0%	
Total 6000 · Salaries & Wages	15,162,941	15,423,374	(260,433)	-2%	
6100 · Clothing & Personal Supplies					
6101 · Uniform Allowance	52,800	49,437	3,363	6%	
6102 · Other Clothing & Personal Supplies	47,683	49,302	(1,619)	-3%	
Total 6100 · Clothing & Personal Supplies	100,483	98,739	1,744	2%	
6110 · Network/Communications					
6111 · Telecommunications	50,544	42,768	7,776	15%	
6112 · Dispatch Services	50,000	56,115	(6,115)	-12%	
6113 · Network/Connectivity	41,225	39,908	1,317	3%	
Total 6110 · Communications	141,769	138,791	2,978	2%	
6120 · Housekeeping	35,268	36,792	(1,524)	-4%	
6130 · Insurance					
6131 · General Insurance	55,000	50,312	4,688	9%	
Total 6130 · Insurance	55,000	50,312	4,688	9%	
6140 · Maintenance of Equipment					
6141 · Tires	21,791	35,254	(13,463)	-62%	
6142 · Parts & Supplies	22,209	25,645	(3,436)	-15%	
6143 · Outside Work	118,167	114,195	3,972	3%	
6144 · Equipment Maintenance	37,308	31,212	6,096	16%	
6145 · Radio Maintenance	24,279	14,452	9,827	40%	
Total 6140 · Maintenance of Equipment	223,754	220,758	2,996	1%	
6150 · Maintenance, Structures & Ground	98,364	92,338	6,026	6%	

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



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6160 · Medical Supplies					
6161 · Medical Supplies	5,867	5,883	(16)	0%	
Total 6160 · Medical Supplies	5,867	5,883	(16)	0%	
6170 · Dues and Subscriptions	12,655	12,351	304	2%	
6180 · Miscellaneous					
6181 · Miscellaneous	3,352	3,289	64	2%	
6182 · Honor Guard	3,562	3,311	251	7%	
6183 · Explorer Program	2,095	6,132	(4,036)	-193%	
6184 · Pipes and Drums	-	-	-	0%	
Total 6180 · Miscellaneous	9,010	12,732	(3,722)	-41%	
6190 · Office Supplies	20,739	20,087	652	3%	
6200 · Professional Services					
6201 · Audit	13,050	12,650	400	3%	
6202 · Legal/Human Resources	161,673	269,938	(108,265)	-67%	Pending legal matters
6203 · Notices	2,514	1,567	947	38%	
6204 · Other Professional Services	135,397	125,359	10,038	7%	
6205 · Elections/Tax Administration	-	-	-	0%	
6206 · Public Relations	3,042	2,272	770	25%	
Total 6200 · Professional Services	315,676	411,786	(96,110)	-30%	
6210 · Information Technology					
6211 · Software Licenses/Subscriptions	71,501	51,969	19,532	27%	Savings on Firehouse, Admin Timekeeping System and Fixed Assets Tracking software
6212 · IT Support/Implementation	118,496	112,886	5,610	5%	
Total 6210 · Information Technology	189,997	164,854	25,143	13%	

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



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6220 · Rents and Leases					
6221 · Facilities/Equipment Lease	14,710	7,103	7,607	52%	
6222 · Solar Lease	66,936	66,030	906	1%	
Total 6220 · Rents and Leases	81,646	73,133	8,513	10%	
6230 · Small Tools and Supplies	78,108	47,891	30,217	39%	Purchased less hose than budgeted
6240 · Special Expenses					
6241 · Training	148,981	70,595	78,386	53%	Timing delay in training
6242 · Fire Prevention	64,280	49,579	14,701	23%	Santa Run Savings/E15M savings due to Association reimbursement
6243 · Licenses	-	10	(10)	100%	
6244 · Directors' Training & Travel	-	-	-	0%	
Total 6240 · Special Expenses	213,261	120,184	93,077	44%	
6250 · Transportation and Travel					
6251 · Fuel and Oil	62,000	61,548	452	1%	
6252 · Travel	25,200	19,574	5,626	22%	Timing delay in training
6253 · Meals & Refreshments	22,680	18,906	3,774	17%	Timing delay in training
Total 6250 · Transportation and Travel	109,880	100,028	9,852	9%	
6260 · Utilities					
6261 · Electricity	16,872	16,876	(4)	0%	
6262 · Natural Gas/Propane	25,000	18,949	6,051	24%	
6263 · Water/Sewer	16,000	18,758	(2,758)	-17%	
Total 6260 · Utilities	57,872	54,583	3,289	6%	
Total Operating Expenditures	\$ 16,912,288	\$ 17,084,613	\$ (172,325)	-1%	

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



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
Operating Revenue - Operating Expenditures	\$ 1,647,843	\$ 2,146,987	\$ 499,143	30%	Favorable Latrobe base transfer; Tax admin fee; Interest; Supplemental Tax Revenue
6560 · Pension/OPEB UAL Lump Sum Payment	1,450,000	1,450,000	-	0%	
6720 · Fixed Assets	2,989,298	609,465	2,379,833	80%	
Total Expenditures	\$ 21,351,586	\$ 19,144,078	\$ 2,207,508	10%	Delay in budgeted Training Center Expenditures (\$1.63M); Timing of Type I Engine (\$720k)
Total Revenue - Total Expense	\$ (291,455)	\$ 3,089,730	\$ 3,381,184		
Less: Development Fee Revenue	(2,500,000)	(2,249,835)	250,165		
Add: Development Fee Qualified Expenditures	1,970,000	476,384	(1,493,616)		
Add: Fixed Assets Funded by CRF	1,019,298	133,081	(886,217)		
Less: Transfer to Capital Replacement Fund	(850,000)	(850,000)	-		
Net Increase/(Decrease) in General Fund	\$ (652,157)	\$ 599,360	\$ 1,251,516		Operating Revenue (\$671k); Sale of 87 Land Parcel (\$752k)

District Annual Financial Audit Request for Proposal

Summary:

El Dorado Hills Fire Department developed an RFP requesting a formal proposal from qualified independent certified public accountants for the District's annual financial audit services for the fiscal year ending June 30, 2018 and an option to renew for 2018/19 and 2019/20. The deadline for submittal was Monday, April 30, 2018.

El Dorado Hills Fire Department received four total proposals, all of which were considered compliant to the requirements listed in the RFP. The four proposals were from:

- Fechter & Company
- Harshwal & Company, LLP
- Larry Bain, CPA
- Richardson & Company, LLP

After a very thorough review and rating approach of each proposal by the administrative staff, we would like to recommend that the financial audit service contract be awarded to Richardson & Company, LLP. This firm most demonstrated the qualifications, experience, and value that the District is seeking.

Fiscal Impact:

The quoted cost of the recommended service contract is \$12,900 for the 2017/18 audit. This is well within the amount currently included in the 2018/19 Preliminary Budget for audit services.

Staff Recommendation:

Staff recommends the BOD authorize engaging Richardson & Company, LLP for the District's annual financial audit.



CERTIFICATION OF OPEB FUNDING POLICY & GASB OPEB STANDARDS REPORTING COMPLIANCE

SECTION I: CERBT Asset Allocation Strategy Selection

As the employer, I certify that my agency chooses the following CERBT asset allocation strategy.

Select one CERBT Asset Allocation Strategy:

CERBT Asset Allocation Strategy	Long-Term Expected Rate of Return	Standard Deviation of Expected Return
<input type="checkbox"/> Strategy 1	7.28%	11.74%
<input type="checkbox"/> Strategy 2	6.73%	9.32%
<input checked="" type="checkbox"/> Strategy 3	6.12%	7.14%

SECTION II: Funding Method

As the employer, I certify that our OPEB funding method and intent for the period covered by our current OPEB cost report (valuation or AMM) is to contribute consistently an amount that is equal to (select one):

ADC funding method: _____% of the Actuarially Determined Contribution (ADC) as determined in our OPEB actuarial cost report (valuation or AMM) dated _____, 20____. If using an ADC, please provide the ADC amount (1 and/or 2 years) in the comment section below.

Other funding method: We will contribute to the trust using an approach not directly related to the ADC (please describe below):

CERTIFICATION OF OPEB FUNDING POLICY & GASB OPEB STANDARDS REPORTING COMPLIANCE

SECTION III: Contribution and Reimbursement Method

As the employer, I certify that we intend to make CERBT contributions and request eligible reimbursements in the following manner (select one):

Contribute full ADC payments to the trust and seek reimbursements for pay-go costs.

Contribute ADC payments to the CERBT net of pay-go costs and not seek reimbursement (ADC minus pay-go = Trust Contribution).

Other contribution and/or reimbursement method, e.g. initial/ ad hoc lump sum contribution (please describe below):

SECTION IV: OPEB Cost Report Coverage Years

As the employer, I certify this OPEB cost report will be used for financial reporting or as the basis for any CERBT funding for the following fiscal years.

If using a GASB 75 compliant accounting valuation or AMM report, complete the GASB Accounting Valuation section. If using a funding valuation, complete the Funding Valuation section. If using a blended GASB accounting and funding valuation, complete both sections.

GASB 75 Accounting Valuation

This OPEB cost report provides financial reporting data for the following periods:

First Year:

Fiscal Year for GASB 75 reporting:

from _____ through _____.
MM/DD/YYYY MM/DD/YYYY

Measurement period:

from _____ through _____.
MM/DD/YYYY MM/DD/YYYY

Second Year:

Fiscal Year for GASB 75 reporting:

from _____ through _____.
MM/DD/YYYY MM/DD/YYYY

Measurement period:

from _____ through _____.
MM/DD/YYYY MM/DD/YYYY

Funding Valuation

This OPEB cost report provides ADC amounts for the following periods:

First Year:

from _____ through _____.
MM/DD/YYYY MM/DD/YYYY

Second Year:

from _____ through _____.
MM/DD/YYYY MM/DD/YYYY

CERTIFICATION OF OPEB FUNDING POLICY & GASB OPEB STANDARDS REPORTING COMPLIANCE

We understand that we must obtain an actuarial valuation (or AMM if applicable) on at least a biennial basis.

We understand that we will be asked to provide accounting information to CalPERS as required to facilitate CalPERS compliance with Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (OPEB Standards) reporting requirements and we agree to make any information requested available to CalPERS on a timely basis.

We understand that CalPERS will provide us the Schedule of Changes in Fiduciary Net Position, which can be used to prepare our GASB OPEB Standards reporting. CalPERS will report information pertaining to GASB OPEB Standards for Agent OPEB Plans.

Date of OPEB Cost Report (Valuation or AMM)

Name of Employer

Printed Name of Person Signing the Form

Title of Person Signing the Form

Signature

Date

Designated Employer Contact Name for GASB Reporting

Title of Designated Employer Contact for GASB Reporting

Phone #

Email Address

CERTIFICATION OF OPEB FUNDING POLICY & GASB OPEB STANDARDS REPORTING COMPLIANCE

Instructions to complete the form:

SECTION I: CERBT Asset Allocation Strategy Selection

Check the box next to the Asset Allocation Strategy on which you have based your OPEB actuarial valuation or Alternative Measurement Method (AMM) cost report. Each strategy has a different assumed Long Term Expected Rate of Return and risk profile. Your CERBT assets will be invested using the Asset Allocation Strategy indicated here.

**The choice you check off on this form should match that used by your actuary in the OPEB cost report.*

SECTION II: Funding Method

- If your agency's intent is to fund based on an ADC, indicate the percentage of funding of the ADC and the valuation date. Please provide the ADC amounts in the comments section.
- If your contributions are not tied specifically to the ADC, then indicate how you expect to contribute. For example, if you intend to make unreimbursed pay-go payments plus a fixed dollar amount to the trust, then describe this in the space provided.

SECTION III: Contribution and Reimbursement Method

Here we ask you to indicate how you expect to make contributions to, and seek reimbursement from, the trust.

SECTION IV: OPEB Cost Report Coverage Year(s)

Generally, your OPEB cost report will provide two years of coverage. Please identify the specific periods to which your entity will use the cost report for financial reporting or funding. If using a GASB 75 compliant accounting valuation or AMM report, complete the GASB Accounting Valuation section. If using a funding valuation, complete the Funding Valuation section. If using a blended GASB accounting *and* funding valuation, complete both sections.

Preliminary Budget Overview

Property Tax Revenue

For purposes of estimating 2018/19 property tax revenue, an assumed growth rate of 5.5% was used. Property tax revenue will be adjusted once the official estimate is received from El Dorado County in July. Latrobe Base transfer revenue was budgeted at \$256,000, as the full amount is expected to be collected from the County in 2018/19. Supplemental tax revenue was conservatively budgeted based on the 5-year historical average revenue in this category.

Other Revenue

JPA revenue was budgeted based on the new fixed rate contract at \$1,150,000 per year. OES revenue was budgeted based on the 2017/18 fire season, with the assumption that the 2018/19 fire season will be similar. Both these revenue categories are mostly offset by overtime and other expenses. Prevention, interest, and other revenues are budgeted relatively consistent with 2018/19, and will be updated in the tentative final budget based on actual 2017/18 results once the year is closed. No proceeds from asset sales are budgeted in 2018/19.

Wages & Benefits

Changes in Wages & Benefits were budgeted in accordance with the MOU and other Wages & Benefits agreements currently in place. 100% staffing is assumed for the entire 2018/19 budget year and anticipated step increases for existing staff are reflected. Overtime is expected to decrease from 2017/18 due to the fill of vacancies and the addition of potential floaters at the Firefighter/Paramedic rank. An increase in PERS Retirement expense in 2018/19 is reflective of the scheduled increase in the District's required annual lump sum payment to PERS, partially offset by an increase in employee contributions. A 10% increase was assumed for workers' compensation insurance and a 5% increase was assumed for health insurance premium rates (both rates change on a calendar year basis and increases were based on actual rates for the 2018 calendar year).

Other Operating Expenditures

In an effort to improve the District's overall bottom line and plan for future PERS cost smoothing, staff committed to limiting the increase in total operating expenditures to 2.3%, which is equivalent to the 10-year historical average increase in property tax revenue. The 2018/19 budget for most other operating expenditure categories remained consistent with 2017/18, with the exception of Professional Services, which had some classification changes and the addition of fees for the election in late 2018.

Pension/OPEB/Capital Replacement Fund

Consistent with the District's plan to utilize cost smoothing in future years to help offset the anticipated increase in required CalPERS unfunded liability payments, a planned contribution to

PARS of \$1,600,000 is budgeted in 2018/19. The District also budgeted to transfer \$850,000 from its General Fund to its Capital Replacement Fund for future capital purchases.

Fixed Assets

Significant one-time fixed asset purchases are budgeted in 2018/19, including a Type I Engine (carryover from 2017/18) plus the related tools and equipment, a Flashover Simulator, CAD to CAD Integration, Mobile Data Computers, the scheduled replacement of a Prevention vehicle, and a placeholder for Training Facility expenditures. The budget also includes the cost of moving and re-assembling a metal structure from the old Station 84 at Station 91. This building will be used to house Water Tender 91 so Station 92 can be dismantled.

Fund Summary

Overall, the preliminary budget reflects the General Fund remaining consistent with 2017/18, showing just a slight overall increase of \$20,872. The Capital Replacement Fund is budgeted to increase by \$56,965. This includes the transfer from the General Fund of \$850,000 less the portion of capital expenditures not funded by Development Impact Fees. The Development Fee Fund is anticipated to increase by approximately \$799,575 due to Development Impact Fee revenues in excess of planned qualified expenditures for the fiscal year.

El Dorado Hills Fire Department
Preliminary Budget Summary - All Funds
Fiscal Year 2018/19



	<u>General Fund</u>	<u>Capital Replacement Fund</u>	<u>Development Fee Fund</u>	<u>Total All Funds</u>
Revenue				
Property Tax Revenue	17,827,159			17,827,159
Fire Prevention Fee Revenue	75,000			75,000
Other Miscellaneous Operating Revenue	1,880,200			1,880,200
Development Fee Revenue			2,000,000	2,000,000
Proceeds from Sale of Assets	-			-
Total Revenue	\$ 19,782,359	\$ -	\$ 2,000,000	\$ 21,782,359
Expenditures				
Wages & Benefits	15,511,477	-	-	15,511,477
Other Operating Expenditures	1,792,391	-	-	1,792,391
Pension/OPEB UAL Lump Sum Pmt	1,600,000	-	-	1,600,000
Fixed Assets	-	763,635	1,089,825	1,853,460
Total Expenditures	\$ 18,903,868	\$ 763,635	\$ 1,089,825	\$ 20,757,328
Revenue Less Expenditures	\$ 878,492	\$ (763,635)	\$ 910,175	\$ 1,025,032
Reserve Fund Transfer Summary:				
Beginning Balance, 6/30/2018 (FORECAST)	\$ 13,952,024	\$ 3,761,005	\$ 8,330,693	\$ 26,043,722
Transfer to/(from) General Reserve Fund	878,492	850,000	-	1,728,492
Transfer to/(from) Capital Replacement Fund	(850,000)	(763,635)	-	(1,613,635)
Transfer to/(from) Development Fee Fund	-	-	910,175	910,175
Total Increase/(Decrease) in Reserve Balances	28,492	86,365	910,175	1,025,032
Ending Balance, 6/30/2019 (PROJECTED)	\$ 13,980,516	\$ 3,847,370	\$ 9,240,868	\$ 27,068,753

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2018/19



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %	Notes/Comments
Revenue					
3240 · Tax Revenue					
3260 · Secured Tax Revenue	17,166,841	16,271,887	894,954	5.5%	
3270 · Unsecured Tax Revenue	295,799	276,634	19,165	6.9%	Assumes 5.5% estimated increase in property tax revenue from 2017/18 forecast
3280 · Homeowners Tax Revenue	156,541	148,380	8,161	5.5%	
3320 · Supplemental Tax Revenue	252,000	251,098	902	0.4%	
3330 · Sacramento County Revenue	17,091	16,200	891	5.5%	
3335 · Latrobe Revenue					
3335.2 · Latrobe Special Tax	36,840	36,840	-	0.0%	
3335.3 · Latrobe Base Transfer	256,000	180,000	76,000	42.2%	Assumes full base revenue transfer in 2018/19
3340 · Property Tax Administration Fee	(353,953)	(404,964)	51,011	-12.6%	Estimated 15% increase from actual 2017/18 fee
Total 3240 · Tax Revenue	17,827,159	16,776,075	1,051,084	6.3%	
3506 · Misc. Revenue, Fire Prev. Fees	75,000	70,000	5,000	7%	
3510 · Misc. Operating Revenue					
3512 · JPA Revenue	1,150,000	1,028,857	121,143	11.8%	Based on anticipated new contract between JPA and the County
3513 · Rental Income (Cell site)	25,200	25,200	-	0%	
3515 · OES/Mutual Aid Reimbursement	525,000	560,000	(35,000)	-6%	Based on previous year fire season. Offset by OES expenses
3520 · Interest Earned	160,000	80,000	80,000	100%	Based on 2017/18 forecast
3510 · Misc. Operating Revenue - Other	20,000	20,000	-	0%	
Total 3510 · Misc. Operating Revenue	1,880,200	1,714,057	166,143	10%	
3570 · Proceeds from Sale of Assets	-	-	-	0%	No planned asset sales in 2018/19
Total Revenue	\$ 19,782,359	\$ 18,560,131	\$ 1,222,228	7%	

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2018/19



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %	Notes/Comments
Operating Expenditures					
6000 · Wages & Benefits					
6001 · Salaries & Wages, Fire	6,243,614	5,931,801	311,813	5%	Step Increases/COLA + addition of 3 "floater" firefighters Loss of Fire Officer incentive for BC's in late 17/18 (\$6k); Decrease of 1 BC in 18/19 (\$15k) (temporary Training BC)
6011 · Education/Longevity Pay	464,497	484,081	(19,584)	-4%	
6016 · Salaries & Wages, Admin/Prev	697,794	643,697	54,097	8%	Step Increases/COLA
6017 · Volunteer Pay	10,000	-	10,000	100%	CVIS program funding to Association
6018 · Director Pay	17,850	17,850	-	0%	
6019 · Overtime					
6019.1 · Overtime, Operational	1,463,690	1,561,587	(97,897)	-6%	Anticipated fill of vacant positions Fire season expected to be consistent with FY17/18
6019.2 · Overtime, Outside Aid	450,000	480,000	(30,000)	-6%	
6019.3 · Overtime, JPA	115,832	155,479	(39,647)	-25%	OT savings due to 3 floater firefighters
Total 6019 · Overtime	2,029,522	2,197,066	(167,544)	-8%	
6020 · P.E.R.S. Retirement	2,524,968	2,293,349	231,618	10%	Increase in lump sum payment and rates, partially offset by increase in EE contributions
6030 · Workers Compensation	659,027	819,067	(160,040)	-20%	Budget 10% increase from 2018/19 actual premium + surcharges & audit allowance
6031 · Life Insurance	6,607	6,224	383	6%	
6032 · P.E.R.S. Health Benefits	1,467,105	1,444,276	22,829	2%	5% increase budgeted in 2019
6033 · Disability Insurance	17,346	16,758	588	4%	
6034 · Health Cost of Retirees	930,028	881,479	48,549	6%	Addition of 2 new retirees
6040 · Dental/Vision Expense	191,160	177,960	13,200	7%	Increase in EE and Retiree headcount
6050 · Unemployment Insurance	14,490	14,490	-	0%	
6060 · Vacation & Sick Expense Reserve	100,000	100,000	-	0%	Expense depends on vacation/ sick taken during the year
6070 · Medicare	137,469	134,842	2,627	2%	
Total 6000 · Wages & Benefits	15,511,477	15,162,941	348,536	2%	
Salaries & Wages as a % of Revenue	78%	82%			

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2018/19



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %	Notes/Comments
6100 · Clothing & Personal Supplies					
6001 · Uniform Allowance	55,200	52,800	2,400	5%	
6002 · Other Clothing & Personal Supplies	64,268	47,683	16,585	35%	Fire shelter replacements
Total 6100 · Clothing & Personal Supplies	119,468	100,483	18,985	19%	
6110 · Network/Communications					
6111 · Telecommunications	42,357	50,544	(8,187)	-16%	Budget based on 2017/18 forecast
6112 · Dispatch Services	60,000	50,000	10,000	20%	Budget based on 2017/18 forecast
6113 · Network/Connectivity	50,012	41,225	8,787	21%	Addition of Data/Satellite connection fees for mobile data computers (dispatch)
Total 6110 · Network/Communications	152,369	141,769	10,600	7%	
6120 · Housekeeping	37,960	35,268	2,692	8%	
6130 · Insurance					
6131 · General Insurance	55,000	55,000	-	0%	
Total 6130 · Insurance	55,000	55,000	-	0%	
6140 · Maintenance of Equipment					
6141 · Tires	25,000	21,791	3,209	15%	
6142 · Parts & Supplies	20,000	22,209	(2,209)	-10%	Budget based on 2017/18 forecast
6143 · Outside Work	130,000	118,167	11,833	10%	
6144 · Equipment Maintenance	41,753	37,308	4,445	12%	
6145 · Radio Maintenance	43,696	24,279	19,417	80%	Radio Tuning all mobile Kenwoods
Total 6140 · Maintenance of Equipment	260,449	223,754	36,695	16%	
6150 · Maintenance, Structures & Ground	99,739	98,364	1,375	1%	
6160 · Medical Supplies					
6161 · Medical Supplies	5,000	5,867	(867)	-15%	
Total 6160 · Medical Supplies	5,000	5,867	(867)	-15%	

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2018/19



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %	Notes/Comments
6170 · Dues and Subscriptions	12,610	12,655	(45)	0%	
6180 · Miscellaneous					
6181 · Miscellaneous	3,500	3,352	148	4%	
6182 · Honor Guard	5,000	3,562	1,438	40%	
6183 · Explorer Program	2,000	2,095	(95)	-5%	
6184 · Pipes and Drums	-	-	-	0%	
Total 6180 · Miscellaneous	10,500	9,010	1,490	17%	
6190 · Office Supplies	20,109	20,739	(630)	-3%	
6200 · Professional Services					
6201 · Audit	15,900	13,050	2,850	22%	Estimate based on audit RFP responses
6202 · Legal/Human Resources	193,250	161,673	31,577	20%	Pending legal matters; Kaiser Medical evaluations (bi-annual testing)
6203 · Notices	2,500	2,514	(14)	-1%	
6204 · Other Professional Services	89,311	135,397	(46,085)	-34%	Reclassification of Kaiser Medical Evaluations to Legal/HR; Fewer budgeted studies
6205 · Elections/Tax Administration	25,000	-	25,000	100%	Elections November 2018
6206 · Public Relations	2,566	3,042	(476)	-16%	
Total 6200 · Professional Services	328,527	315,676	12,852	4%	
6210 · Information Technology					
6211 · Software Licenses/Subscriptions	63,850	71,501	(7,651)	-11%	
6212 · IT Support/Implementation	118,000	118,496	(496)	0%	
Total 6210 · Information Technology	181,850	189,997	(8,147)	-4%	
6220 · Rents and Leases					
6221 · Facilities/Equipment Lease	-	14,710	(14,710)	-100%	Sta 91 lease in 17/18
6222 · Solar Lease	67,224	66,936	288	0%	Per PPA lease payment schedule
Total 6220 · Rents and Leases	67,224	81,646	(14,422)	-18%	

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2018/19



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %	Notes/Comments
6231 · Hose	19,928	23,885	(3,957)	-17%	
6232 · Small Tools & Equipment - Apparatus	9,682	15,001	(5,319)	100%	
6233 · Small Tools & Equipment - Station	48,015	39,222	8,793	22%	
6230 · Small Tools and Supplies	77,625	78,108	(483)	-1%	
6240 · Special Expenses					
6241 · Training	145,107	148,981	(3,875)	-3%	
6242 · Fire Prevention	51,982	64,280	(12,298)	-19%	E15M program every other year - 2019/20
Total 6240 · Special Expenses	197,089	213,261	(16,172)	-8%	
6250 · Transportation and Travel					
6251 · Fuel and Oil	62,000	62,000	-	0%	
6252 · Travel	25,000	25,200	(200)	-1%	
6253 · Meals & Refreshments	23,000	22,680	320	1%	
Total 6250 · Transportation and Travel	110,000	109,880	120	0%	
6260 · Utilities					
6261 · Electricity	16,872	16,872	-	0%	Sta 91/92 @ \$550/month + portion of other stations not generated by solar/annual true-ups
6262 · Natural Gas/Propane	20,000	25,000	(5,000)	-20%	Estimate based on 12-month rolling total
6263 · Water/Sewer	20,000	16,000	4,000	25%	
Total 6260 · Utilities	56,872	57,872	(1,000)	-2%	
Total Operating Expenditures	\$ 17,303,868	\$ 16,912,288	\$ 391,579	2.3%	Target 2.3%
Revenue - Operating Expenditures	\$ 2,478,492	\$ 1,647,843	\$ 830,649	50%	
6560 · Pension/OPEB UAL Lump Sum Pmt	1,600,000	1,450,000	150,000	10%	Deposit to PARS for future smoothing
Total Expenditures	\$ 18,903,868	\$ 18,362,288	\$ 541,579	3%	

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2018/19



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %	Notes/Comments
Total Revenue - Total Expenditures	\$ 878,492	\$ 197,843	\$ (680,649)	-344%	
Depreciation/Transfer to Capital Replacement Fund	\$ 850,000	\$ 850,000	\$ -	0%	
Net Increase/Decrease in General Fund	\$ 28,492	\$ (652,157)	\$ 680,649	-104%	

El Dorado Hills Fire Department

Historical Trend Analysis

TOTAL ALL FUNDS



	Actual FY13/14	Actual FY14/15	Actual FY15/16	Actual FY16/17	Forecast FY17/18	Preliminary Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %	Notes/Comments
Revenue									
3240 · Tax Revenue									
3260 · Secured Tax Revenue	12,028,827	13,218,543	14,158,112	15,143,354	16,271,887	17,166,841	894,954	5.5%	
3270 · Unsecured Tax Revenue	284,881	294,263	292,097	283,551	280,378	295,799	15,421	5.5%	
3280 · Homeowners Tax Revenue	134,583	141,900	144,317	148,084	148,380	156,541	8,161	5.5%	Assumes 5.5% increase in property tax revenue from 2017/18 forecast
3320 · Supplemental Tax Revenue	186,426	223,245	234,671	318,445	251,098	252,000	902	0.4%	
3330 · Sacramento County Revenue	8,107	7,990	27,184	16,171	16,200	17,091	891	5.5%	
3335 · Latrobe Revenue									
3335.2 · Latrobe Special Tax	-	20,700	35,588	35,622	36,840	36,840	-	0.0%	
3335.3 · Latrobe Base Transfer	-	256,651	256,651	-	500,000	256,000	(244,000)	-48.8%	Additional base transfer revenue payment received in 2017/18 for 2015/16
3340 · Property Tax Administration Fee	(235,247)	(194,228)	(316,739)	(352,143)	(307,782)	(353,953)	(46,171)	15.0%	Assumes 15% increase from 2017/18 actual
Total 3240 · Tax Revenue	12,407,577	13,969,063	14,831,881	15,593,084	17,197,001	17,827,159	630,158	3.535%	
3506 · Misc. Revenue, Fire Prev. Fees	18,812	49,011	73,537	63,828	74,937	75,000	63	0%	
3510 · Misc. Operating Revenue									
3511 · Contributions	-	(159)	8,100	-	-	-	-	0%	
3512 · JPA Revenue	750,460	755,805	1,010,264	982,207	1,080,721	1,150,000	69,279	6%	Assumes approved fixed rate contract
3513 · Rental Income (Cell site)	24,666	23,592	30,628	25,200	25,200	25,200	-	0%	
3515 · OES/Mutual Aid Reimbursement	206,840	458,024	736,099	613,557	524,246	525,000	754	0%	
3520 · Interest Earned	43,087	46,366	67,085	109,689	150,578	160,000	9,422	6%	
3510 · Misc. Operating Revenue - Other	87,542	95,131	20,847	66,426	30,805	20,000	(10,805)	-54%	Budgeted slight decrease in workers' compensation reimbursements
Total 3510 · Misc. Operating Revenue	1,112,594	1,378,758	1,873,023	1,797,080	1,811,550	1,880,200	68,650	4%	
Total Operating Revenue	\$ 13,538,983	\$ 15,396,832	\$ 16,778,440	\$ 17,453,992	\$ 19,083,488	\$ 19,782,359	\$ 698,871	4%	
Development Fees									
3550 · Development Fees									
3560 · Development Fee Revenue	1,208,615	1,741,799	2,499,408	2,985,102	2,440,303	2,000,000	(440,303)	-22%	Budgeted decrease in development fee revenue based on most recently monthly trends
Total 3550 · Development Fee Revenue	1,208,615	1,741,799	2,499,408	2,985,102	2,440,303	2,000,000	(440,303)	-22%	
3570 · Proceeds from Sale of Assets	92,390	-	27,430	93,630	752,373	-	(752,373)	-100%	No asset sales budgeted in 2018/19
Total Revenue	\$ 14,839,988	\$ 17,138,631	\$ 19,305,278	\$ 20,532,724	\$ 22,276,164	\$ 21,782,359	\$ (493,805)	-2%	

El Dorado Hills Fire Department

Historical Trend Analysis

TOTAL ALL FUNDS



	Actual FY13/14	Actual FY14/15	Actual FY15/16	Actual FY16/17	Forecast FY17/18	Preliminary Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %	Notes/Comments
Operating Expenditures									
6000 · Salaries & Wages									
6001 · Salaries & Wages, Fire	4,887,897	5,164,564	5,434,638	5,772,002	5,753,396	6,243,614	490,218	8%	Fill of vacant positions + 3 floaters
6011 · Education/Longevity Pay	357,223	355,052	390,359	450,922	443,619	464,497	20,878	4%	
6016 · Salaries & Wages, Admin/Prev	369,334	452,549	515,208	545,310	605,301	697,794	92,493	13%	Promotions, COLA, Step Increases
6017 · Volunteer Pay	34,045	56,330	77,030	69,179	-	10,000	10,000	100%	Addition of Volunteer In Support Stipend program
6018 · Director Pay	15,300	16,900	20,400	16,905	13,493	17,850	4,358	24%	
6019 · Overtime			-	-	-	-	-		
6019.1 · Overtime, Operational	1,432,144	1,477,672	1,364,141	1,606,931	1,877,568	1,463,690	(413,878)	-28%	Fill of vacant positions + 3 floaters
6019.2 · Overtime, Outside Aid	194,278	375,560	663,124	527,019	443,307	450,000	6,693	1%	
6019.3 · Overtime, JPA	228,411	129,313	108,660	164,928	200,443	115,832	(84,611)	-73%	Fill of vacant positions + 3 floaters
Total 6019 · Overtime	1,854,833	1,982,546	2,135,925	2,298,879	2,521,318	2,029,522	(491,796)	-24%	
6020 · P.E.R.S. Retirement	1,971,986	2,103,266	2,104,899	2,228,851	2,392,733	2,524,968	132,235	5%	Increase in required minimum payments, partially offset by increase in employee contribution rate
6030 · Workers Compensation	522,033	609,709	728,867	765,480	725,856	659,027	(66,829)	-10%	Favorable renewal rate in 2018
6031 · Life Insurance	4,948	5,358	5,616	5,875	5,077	6,607	1,530	23%	
6032 · P.E.R.S. Health Benefits	1,029,405	1,159,392	1,337,711	1,431,009	1,399,993	1,467,105	67,111	5%	Assumes 5% increase in 2019 + fill of vacant positions + 3 floaters
6033 · Disability Insurance	11,661	12,480	14,308	16,660	15,099	17,346	2,247	13%	
6034 · Health Cost of Retirees	738,424	829,741	813,577	856,646	892,503	930,028	37,524	4%	Assumes 5% increase in 2019 + addition of 1 retiree
6040 · Dental/Vision Expense	137,630	149,050	161,262	173,391	130,594	191,160	60,566	32%	Fill of vacant positions + 3 floaters
6050 · Unemployment Insurance	13,761	16,960	16,289	14,484	13,230	14,490	1,260	9%	
6060 · Vacation & Sick Expense Reserve	(19,561)	81,912	169,277	33,955	100,000	100,000	-	0%	
6070 · Medicare	105,941	114,992	123,580	128,876	133,558	137,469	3,912	3%	
Total 6000 · Salaries & Wages	12,034,861	13,110,802	14,048,946	14,808,424	15,145,768	15,511,477	365,709	2%	
Salaries & Wages as a % of Operating Revenue	89%	85%	84%	85%	79%	78%			

El Dorado Hills Fire Department

Historical Trend Analysis

TOTAL ALL FUNDS



	Actual FY13/14	Actual FY14/15	Actual FY15/16	Actual FY16/17	Forecast FY17/18	Preliminary Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %	Notes/Comments
6100 · Clothing & Personal Supplies									
6001 · Uniform Allowance	-		42,000	58,550	48,168	55,200	7,032	13%	Addition of 3 floaters
6002 · Other Clothing & Personal Supplies	57,914	90,602	45,817	65,816	45,394	64,268	18,873	29%	Replacement of fire shelters in 19/20
Total 6100 · Clothing & Personal Supplies	57,914	90,602	87,817	124,366	93,562	119,468	25,905	22%	
6110 · Network/Communications									
6111 · Telecommunications	47,624	58,193	73,200	54,452	43,207	42,357	(849)	-2%	
6112 · Dispatch Services	49,355	44,638	41,248	105,277	59,311	60,000	689	1%	
6113 · Network/Connectivity	-	-	-	30,824	39,878	50,012	10,133	20%	Addition of Data/Satellite connection fees for mobile data computers (dispatch) in 18/19
Total 6110 · Communications	96,980	102,831	114,448	190,553	142,396	152,369	9,973	7%	
6120 · Housekeeping	21,291	21,854	40,200	38,097	29,287	37,960	8,674	23%	Budgeted landscaping equipment purchase in 18/19
6130 · Insurance									
6131 · General Insurance	46,417	58,936	50,492	51,023	50,094	55,000	4,906	9%	
Total 6130 · Insurance	46,417	58,936	50,492	51,023	50,094	55,000	4,906	9%	
6140 · Maintenance of Equipment									
6141 · Tires	20,281	19,577	30,065	15,492	24,495	25,000	505	2%	
6142 · Parts & Supplies	19,401	10,445	17,162	25,720	19,993	20,000	7	0%	
6143 · Outside Work	51,766	117,144	46,484	162,105	127,513	130,000	2,487	2%	
6144 · Equipment Maintenance	99,191	126,623	125,891	26,839	26,707	41,753	15,046	36%	
6145 · Radio Maintenance	3,671	4,477	9,822	12,318	17,270	43,696	26,426	60%	Budget to tune all mobile radios in 18/19
Total 6140 · Maintenance of Equipment	194,309	278,266	229,424	242,475	215,977	260,449	44,471	17%	
6150 · Maintenance, Structures & Ground	46,431	75,319	111,703	129,003	92,865	99,739	6,874	7%	
6160 · Medical Supplies									
6161 · Medical Supplies	51	760	8,884	5,031	6,422	5,000	(1,422)	-28%	
Total 6160 · Medical Supplies	51	760	8,884	5,031	6,422	5,000	(1,422)	-28%	
6170 · Dues and Subscriptions	6,735	7,447	12,139	8,172	13,134	12,610	(524)	-4%	

El Dorado Hills Fire Department

Historical Trend Analysis

TOTAL ALL FUNDS



	Actual FY13/14	Actual FY14/15	Actual FY15/16	Actual FY16/17	Forecast FY17/18	Preliminary Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %	Notes/Comments
6180 · Miscellaneous									
6181 · Miscellaneous	2,124	6,758	1,917	3,347	3,161	3,500	339	10%	
6182 · Honor Guard	2,490	437	-	2,561	3,000	5,000	2,000	40%	
6183 · Explorer Program	505	913	1,221	800	6,132	2,000	(4,132)	-207%	
Total 6180 · Miscellaneous	5,119	8,108	3,138	6,708	12,293	10,500	(1,793)	-17%	
6190 · Office Supplies	16,664	18,812	22,720	28,116	21,283	20,109	(1,174)	-6%	
6200 · Professional Services									
6201 · Audit	9,500	12,750	10,000	10,250	12,650	15,900	3,250	20%	
6202 · Legal/Human Resources	128,296	130,770	111,578	144,996	294,752	193,250	(101,502)	-53%	Costs related to pending legal matter in 17/18 expected to decrease in 18/19
6203 · Notices	1,931	3,131	2,630	747	1,500	2,500	1,000	40%	
6204 · Other Professional Services	169,912	286,076	384,473	136,746	113,952	89,311	(24,641)	-28%	Reclassified medical evaluations to Legal/HR category
6205 · Elections/Tax Administration	-	19,788	-	23,449	-	25,000	25,000	100%	Election in Nov 2018
6206 · Public Relations	-	-	-	795	2,272	2,566	294	11%	
Total 6200 · Professional Services	309,639	452,515	508,681	316,982	425,126	328,527	(96,598)	-29%	
6210 · Information Technology									
6211 · Software Licenses/Subscriptions	-	-	-	60,553	55,587	63,850	8,262	13%	Added mobile data computers licensing in 18/19
6212 · IT Support/Implementation	-	-	-	84,271	114,324	118,000	3,676	3%	
Total 6210 · Information Technology	-	-	-	144,824	169,911	181,850	11,939	7%	
6220 · Rents and Leases									
6221 · Facilities/Equipment Lease	105,336	106,657	21,640	6,120	14,595	-	(14,595)	-100%	Removal of Sta 91 modular lease
6222 · Solar Lease	-	-	-	52,016	71,329	67,224	(4,105)	-6%	
Total 6220 · Total Rents and Leases	105,336	106,657	21,640	58,136	85,924	67,224	(18,700)	-28%	
6230 · Small Tools and Supplies	44,000	34,234	51,235	71,561	65,199	77,625	12,426	16%	New Technical Rescue program tools budgeted in 18/19

El Dorado Hills Fire Department

Historical Trend Analysis

TOTAL ALL FUNDS



	Actual FY13/14	Actual FY14/15	Actual FY15/16	Actual FY16/17	Forecast FY17/18	Preliminary Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %	Notes/Comments
6240 · Special Expenses				-	-				
6241 · Training	48,507	73,837	59,507	108,248	106,903	145,107	38,204	26%	Delay of several training courses in 17/18 due to vacancies E15M program every other year
6242 · Fire Prevention	7,890	10,828	17,537	16,245	61,792	51,982	(9,810)	-19%	
6243 · Licenses	33	87	-	10	10	-	(10)	-100%	
Total 6240 · Special Expenses	56,430	84,751	77,044	124,502	168,704	197,089	28,384	14%	
6250 · Transportation and Travel									
6251 · Fuel and Oil	67,633	58,362	51,936	53,829	57,824	62,000	4,176	7%	
6252 · Travel	20,936	11,719	12,821	20,424	19,547	25,000	5,453	22%	
6253 · Meals & Refreshments	20,641	20,464	17,253	17,798	18,220	23,000	4,780	21%	
Total 6250 · Transportation and Travel	109,210	90,545	82,011	92,052	95,591	110,000	14,409	13%	
6260 · Utilities									
6261 · Electricity	50,848	62,718	76,258	23,689	16,012	16,872	860	5%	
6262 · Natural Gas/Propane	12,704	10,963	13,474	24,391	16,968	20,000	3,032	15%	
6263 · Water/Sewer	11,910	10,526	11,716	15,343	19,628	20,000	372	2%	
Total 6260 · Utilities	75,461	84,208	101,448	63,423	52,608	56,872	4,264	7%	
Total Operating Expenditures	\$ 13,226,848	\$ 14,626,645	\$ 15,571,970	\$ 16,503,450	\$ 16,886,145	\$ 17,303,868	\$ 417,723	2%	
Operating Revenue - Operating Expenditures	\$ 312,135	\$ 770,188	\$ 1,206,470	\$ 950,542	\$ 2,197,343	\$ 2,478,492	\$ 281,148		
6560 · Pension/OPEB UAL Lump Sum Pmt	-	-	1,200,000	-	1,450,000	1,600,000	150,000	9%	
6720 · Fixed Assets	691,417	4,194,193	2,018,266	773,344	1,302,525	1,853,460	550,935	30%	
Total Expenditures	\$ 13,918,265	\$ 18,820,838	\$ 18,790,237	\$ 17,276,794	\$ 19,638,670	\$ 20,757,328	\$ 1,118,658	5%	
Total Revenue - Total Expenditures	\$ 921,723	\$ (1,682,207)	\$ 515,042	\$ 3,255,930	\$ 2,637,495	\$ 1,025,032	\$ (1,612,463)		
Development Fee Revenue	(1,208,615)	(1,741,799)	(2,499,408)	(2,985,102)	(2,440,303)	(2,000,000)			
Development Fee Qualified Expenditures	65,993	1,808,431	798,693	85,410	600,000	1,089,825			
Total Revenue - Total Expenditures Net of Development Fees	\$ (220,899)	\$ (1,615,575)	\$ (1,185,674)	\$ 356,238	\$ 797,192	\$ 114,857			

El Dorado Hills Fire Department
Reserve Fund Summary
2018/19 Preliminary Budget



	RESERVE FUND BALANCE AS OF						
	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017	FORECAST 6/30/2018	PRELIMINARY BUDGET 6/30/2019
General Reserve Fund	14,390,105	14,637,036	13,840,847	12,269,007	13,313,206	13,952,024	13,980,516
Capital Replacement Reserve Fund	5,296,672	4,829,631	4,245,134	3,826,024	3,052,680	3,761,005	3,847,370
Retiree Medical Reserve Fund	92,012	92,223	26	26	-	-	-
Unrestricted Reserve Funds	19,778,789	19,558,890	18,086,007	16,095,057	16,365,886	17,713,029	17,827,885
Development Fee Reserve Fund	-	1,141,621	1,191,898	3,697,119	6,682,221*	8,330,693	9,240,868
Total Reserve Fund Balances	\$ 19,778,789	\$ 20,700,511	\$ 19,277,905	\$ 19,792,177	\$ 23,048,107	\$ 26,043,722	\$ 27,068,753

* As of 6/30/2017, the Development Fee fund owed \$884,103 to the General Fund for 2015/16 and 2016/17 qualifying expenditures.

EL DORADO HILLS FIRE DEPARTMENT

Fixed Assets 2018-19
Preliminary Budget



ITEM	DESCRIPTION	BUDGET		
		Capital Replacement Fund	Development Fee Fund	Total
IT Equipment	Computer Lifecycle Replacements, Prevention Touch Screen	20,500	-	20,500
Medical Equipment	CPR Board	14,000		14,000
Flashover Simulator	Flashover simulator at Sta 86	-	120,000	120,000
Communications	Radio Equipment/Dispatch Engineering Study	94,000	35,200	129,200
Communications	CAD to CAD Integration; MDC-2way CAD, Mapping & AVL from Camino, MDCs in 2 Units	-	448,000	448,000
Communications	Mobile Data Computers (19)	-	190,000	190,000
Apparatus	Type I Engine (Pearce)	558,600	201,400	760,000
Apparatus	Prevention Vehicle Replacement (8544)	47,775	17,225	65,000
Swift Water Rescue	Wing Boat	11,000	-	11,000
Technical Rescue	Enclosed Cargo Trailer for Equipment	7,000	-	7,000
Station Upgrades	Metal Building, Concrete Floor, Electrical Hookups, etc. to relocate WT-91 from Sta 92 to Sta 91	-	70,000	70,000
Station Upgrades	Sta 91 Generator/Sta 87 Door Phone	3,760	8,000	11,760
Bullard TIC	Replace Broken T4	7,000	-	7,000
TOTAL		\$ 763,635	\$ 1,089,825	\$ 1,853,460

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2018-04

Resolution Adopting the 2018-2019 Preliminary Budget

WHEREAS, the Board of Directors of the El Dorado Hills County Water District (the “Fire District”) held a public hearing during which time additions and deletions to the 2018-2019 Preliminary Budget were made; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Fiscal Year 2018-19 is hereby adopted in accordance with the following:

Wages & Benefits:	\$15,511,477
Services and Supplies:	1,796,442
Pension/OPEB Lump Sum Payment:	1,600,000
Fixed Assets:	
Structures and Improvements	181,760
Equipment	1,811,700
	<hr/>
Total Budget Requirements:	\$20,901,379

BE IT FURTHER RESOLVED that the obligations for fixed assets and any new permanent employee positions, are appropriated with the adoption of the 2018-2019 Preliminary Budget.

BE IT FURTHER RESOLVED that the means of financing the expenditures will be by monies derived from Property Taxes, Development Fees, Reserves and other Miscellaneous Revenues.

BE IT FURTHER RESOLVED that the Preliminary Budget is hereby adopted and available for inspection by interested persons.

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2018-04

Resolution Adopting the 2018-2019 Preliminary Budget

The foregoing resolution was duly passed and adopted by the Board of the El Dorado Hills County Water District at a meeting of said Board held on the 21st day of June, 2018, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

Greg Durante, President

ATTEST:

Jessica Braddock, Board Secretary

RESOLUTION NO. 2018-06

FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

- WHEREAS, (1) El Dorado Hills County Water District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution
001 Regular Employees	Anthem HMO Traditional Sacramento Region Basic
002 Chief	Anthem HMO Traditional Sacramento Region Basic
003 EMS Techs	No Change
004 Reserve Fire	No Change

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) El Dorado Hills County Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of El Dorado Hills County Water District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that El Dorado Hills County Water District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the Director of Finance to file with the Board a verified copy of this resolution, and to perform on behalf of El Dorado Hills County Water District all functions required of it under the Act.

Adopted at a regular meeting of the Board of Directors at 1050 Wilson Blvd, El Dorado Hills, CA 95762, this 21 day of June, 2018.

Signed: _____
Greg Durante, Board Chair/President

Attest: _____
Jessica Braddock, Board Secretary/Director of Finance

INSTRUCTIONS

This resolution form is the approved form designated by the California Public Employees' Retirement System (CalPERS). It should be used by a contracting agency subject to Public Employees' Medical and Hospital Care Act (PEMHCA) when the agency desires to change the monthly employer health contribution for employees and annuitants in accordance with Government Code Section 22892.

The resolution is **effective on the first day of the second month** following the month in which the resolution is filed (date stamped as received by CalPERS; See address below).

WHEREAS, (1) should be completed with full name of the contracting agency and recognized employee organizations.

RESOLVED, (a) should be completed to specify the amount of the employer contribution toward the cost of enrollment for active employees and annuitants. The amount specified must be an amount equal to or greater than that prescribed by Section 22892(b).

Commencing January 1, 2009, the employer contribution shall be adjusted annually by the Board to reflect any change in the medical component of the Consumer Price Index, and shall be rounded to the nearest dollar.

RESOLVED, (b) should be completed with full name of the contracting agency.

RESOLVED, (c) should be completed with full name of the contracting agency.

RESOLVED, (d) requests the position title of the individual who handles the PEMHCA resolution for the contracting agency.

RESOLVED, (d) should be completed with full name of the contracting agency.

Because resolutions serve as a legally binding document, we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.

For resolution processing, deliver to the following:

Overnight Mail Service

California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the executive body; i.e. Board of Directors, Board of Trustees, etc., the location and the date of signing.

Resolution No. 2018-08
El Dorado Hills County Water District

Resolution of Appreciation
To
Fire Chief Dave Roberts

WHEREAS, **FIRE CHIEF DAVE ROBERTS** has provided loyal, dedicated, and outstanding service to the communities of El Dorado Hills, Rescue and Latrobe during his 30 years of service at the El Dorado Hills Fire Department from June 12, 1988 through June 30, 2018; and

WHEREAS, Fire Chief Roberts became known for his strong work ethic, volunteerism for his community and brought his vast knowledge and experience in with technology and progressive thinking; demonstrated his in-depth knowledge of the fire and emergency medical services in all positions of responsibility; approached challenging situations during financial crisis with a positive attitude; focused on building positive relationships and partnerships within the Department and Community; and

WHEREAS, Fire Chief Roberts has given unselfishly of his time and interest during the years that he served the District as a Volunteer Firefighter and continued to devote generously throughout his career; organized the first Community Driven Strategic Plan; successfully negotiated several different contracts for service with neighboring fire agencies; led a full annexation of the Latrobe Fire Protection District, doubling the size of the fire district; spearheaded an effort to improve dispatching technology and communications which facilitated multiple system enhancements; been instrumental in the ground up redesign of the development fee program and the fixed rate JPA ambulance contract with El Dorado County; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT, that this Board does, on behalf of the District and all its inhabitants, express warm thanks and gratitude to FIRE CHIEF DAVE ROBERTS for his dedication and commitment as a Fire Chief and does further extend to him best wishes in his retirement from the El Dorado Hills Fire Department and for continued success in all future endeavors.

PASSED AND ADOPTED THIS 19th DAY OF JULY 2018.

Greg Durante, President

ATTEST:

Jessica Braddock, Board Secretary

Surplus of Old Fire Hose

Summary:

The El Dorado Hills Fire Department has replaced old and worn fire hose with new fire hose. The old hose has a benefit for training and use by ROP Students and other fire agencies in the County. The Department has no use for this outdated hose.

The following identifies the hose requested for surplus:

<u>QTY</u>	<u>SIZE</u>	<u>COLOR</u>
27	2.5"	Yellow
34	1.75"	Blue
6	1.5"	Yellow

Fiscal Impact:

There is no fiscal impact to this agreement. This hose has no value anymore.

Recommendation:

Staff's recommendation is for the Board to approve surplus of this old fire hose.

EL DORADO COUNTY 2017-2018 GRAND JURY

EL DORADO COUNTY FIRE PROTECTION CONSOLIDATION

Case 17-04 • June 30, 2018

SUMMARY

Proposition 13 significantly reduced revenues for local governments including fire protection districts. Many El Dorado County (EDC) fire protection districts have struggled to survive while continuing to provide service to their districts. Compelling reasons to consolidate fire agencies in El Dorado County exist, from cost savings to operational efficiency. Yet, the fear of losing local control might cause some districts to be reluctant. The El Dorado County Board of Supervisors should take the lead to move toward consolidation of all county fire agencies. Total or partial consolidation of fire protection agencies will take time. But, more importantly, it will first take the will to start.

BACKGROUND

In the late 1970's Californians were frustrated with increasing property tax assessments, especially when the State general fund had a surplus of approximately \$5 billion. In June 1978, California voters approved Proposition 13 limiting the real estate tax rate to one percent of assessed valuation. The resulting 53 percent reduction in tax revenues in 1978-1979 significantly affected local governments.

The California Legislature passed implementing legislation providing block grants to local agencies. Apportionment schedules for the distribution of those funds were based on the current budget of each agency. They can only be changed by a County Board of Supervisors when a consolidation of local agencies happens. The legislature then passed AB8 in 1979, permanently allocating a portion of these funds as block grants.

Facing serious financial difficulties in 1992, the Legislature created the Educational Revenue Augmentation Fund (ERAF), shifting ten percent of county, city and special district AB8 funds to local schools. However, any special district providing service across two or more counties was exempt from the 10 percent shift. The El Dorado Hills County Water District (El Dorado Hills Fire Department) provides service to a portion of Sacramento County and is therefore exempt. Similarly, the Lake Valley Fire Protection District serves a part of Alpine County and is also exempt. Any district that dissolves and the territory is annexed by either the El Dorado Hills County Water District or the Lake Valley Fire Protection District would most likely be exempt. The State Controller's Office has historically viewed that the statutes for this type of expansion of territory by a multi-county agency do not provide for a recalculation of the base ERAF calculations. That has been exemplified with the expansion of the Sacramento Metropolitan Fire District in Sacramento County.

Some El Dorado County fire protection districts felt the impact of Proposition 13 more than others. Over the years, the Board of Supervisors provided supplemental funding to fire protection districts. However, that funding has diminished in recent years, and remains uncertain as the county faces budget issues of its own. Budgetary issues, including the impact of Proposition 13

revenue limitations and ERAF revenue shifts have caused small districts across the state to consider cost-saving measures, including consolidation. Consolidation can achieve economies of scale, including the elimination of high paid executive positions. There are several types of consolidation. A *merger* occurs when a district consolidates with a city. Some consolidations are partial. In an *administrative consolidation*, departments remain legally separate but consolidate administrative or staff functions like sharing a fire chief. In a *functional consolidation*, a department performs special functions, like training, for others. An *operational consolidation* happens when departments join both administrative and functional operations. Lastly, *full consolidation*, or *reorganization*, is where one agency dissolves and is then annexed by another becoming one agency.

Some El Dorado County fire protection districts with existing funding constraints have successfully reorganized to maintain or improve service levels. Other fire protection districts are sharing administrative and/or functional operations without a full consolidation. The voters of some districts have passed special taxes to increase revenues for fire protection. Some districts have reduced service.

The El Dorado Local Agency Formation Commission (LAFCO) is the local agency charged with reviewing and approving boundary service areas for county agencies including fire protection districts. In 2010, LAFCO retained Citygate Associates, LLC, to conduct a fire and emergency services planning study. In part, this study made an in-depth examination of a possible countywide fire system.

Prior El Dorado County Grand Juries have recommended consolidation to save money. The 2007-2008 Grand Jury found that consolidation could provide an annual cost saving of more than \$1.2 million. In a separate report, the same Grand Jury recommended the Garden Valley Fire Protection District consider consolidation. The 2015-2016 Grand Jury recommended that the Mosquito Fire Protection District pursue consolidation of services with other fire protection districts.

This investigation tried to determine the pros and cons of consolidating fire protection services, why agencies may be reluctant to consolidate and how the county might motivate consolidation.

METHODOLOGY

- Reviewed prior El Dorado County Grand Jury reports about fire protection districts.
- Reviewed special district budgets relating to fire protection.
- Reviewed the Citygate Associates, LLC, May 13, 2010 *Fire and Emergency Service Study* for the El Dorado LAFCO.
- Interviewed elected El Dorado County officials.
- Interviewed El Dorado County career firefighters.
- Interviewed a representative from the El Dorado County Fire Chiefs Association.
- Interviewed past and current El Dorado County fire protection district board members.
- Interviewed experts on successful consolidations in El Dorado and other counties.
- Interviewed a representative from the El Dorado Local Agency Formation Commission (LAFCO).
- Interviewed a representative from the Fire Districts Association of California.
- Obtained legal guidance from the Office of County Counsel.

DISCUSSION

Unlike many other counties, El Dorado County does not have direct responsibility for fire service. That responsibility resides with 10 separate fire protection districts, the City of South Lake Tahoe Fire Department, and two community services districts. In addition, the California Department of Forestry and Fire Protection (CALFIRE), provides fire protection service throughout El Dorado County. Historically, the Board of Supervisors has taken a keen interest in fire service in the County. The Fire Advisory Board provided advice on fire-related issues to the Board of Supervisors; that Board is now inactive.

The El Dorado County Fire Chiefs Association of fire chiefs across the County coordinates fire service and advises the Board of Supervisors. The County has a centralized dispatch system for fire response and a robust mutual aid agreement among all County fire agencies. Two or more different agencies often respond to the same fire emergency.

In the 2010 Citygate Associates study, six fire agencies were identified as being in *Best Condition* meaning "...they had a suitable and stable revenue base..." to provide adequate fire services. Two were listed as being in *Modest Condition with Stretched Services* meaning while they have a larger revenue base, "...they are stretched quite thin across a large geographical area and so are not able to provide equity of coverage throughout their District". Since the Citygate report, one of these agencies has operationally merged with a *Best Condition* agency. Six agencies were listed as being in *Unstable Condition*, meaning they "...are small and providing very modest service on an unstable revenue base...". Again, since the Citygate report, one Fire Protection agency in the *Modest Condition* has dissolved and been annexed by a *Best Condition* agency. The financial status of the agencies identified in the 2010 study remains substantially the same today.

In 2002, the Legislature passed SB1207 requiring volunteer firefighters to meet the same California Occupational Safety and Health Administration (OSHA) training and safety standards as career firefighters. That legislation has added additional financial burdens to small rural fire protection districts that rely on volunteer firefighters.

The Fire District Association of California is a non-profit, statewide organization whose primary function is to help fire districts become more successful and effective. A representative from that association advised the Grand Jury that the condition of fire protection agencies in El Dorado County is similar to many other rural counties in the state. Fire protection districts originated as principally volunteer organizations with low budgets. Proposition 13 and subsequent legislation set low appropriation schedules for these districts based on these budgets as they existed in 1978. Increasing populations with a corresponding increase in homes and other structures and new state mandates requiring higher training standards for volunteer firefighters have made it increasingly difficult to operate a volunteer organization.

Individuals interviewed by the Grand Jury were nearly unanimous in support of consolidating fire protection agencies in El Dorado County. Some argued for a complete consolidation of all county fire agencies while others proposed an east slope and west slope two-district consolidation. A few proposed a three-district solution; east, west and the southern portion of the county. There was a consensus that any consolidation effort will be difficult and will take years to accomplish.

Many reasons support consolidation. The primary reason noted was cost saving. Consolidation would eliminate some redundant operations and personnel. There would also be cost savings when ordering supplies and equipment in larger quantities.

Another often cited benefit is standardization of training, equipment and practices, increasing operational efficiency and firefighter safety. As noted previously, it is typical for multiple agencies to respond to a single incident. In many cases, the firefighters responding do not know each other, have not worked together as a team and have trained to operate differently. This lack of coordination results in less efficiency and could reduce safety of firefighters and the public. In addition, consolidation has the potential to provide better service to certain areas by staffing stations on a 24-hour basis. Lastly, the Grand Jury was advised that consolidation would increase firefighter opportunities for advancement within a larger organization.

Conversely, there are many reasons fire protection agencies would be reluctant to consolidate. One is fear of losing local control. For the most part, fire agencies are proud of their organizations and may resist change even when it could have benefits to the community. Communities are also proud of their local fire services. Differences in training, staffing and even the markings on firefighting apparatus as well as patches on firefighter's shoulders, could deter consolidation efforts. Community support is necessary to achieve any consolidation. Under LAFCO rules a simple majority of voters can stop the consolidation process.

Another potential obstacle to consolidation is labor union resistance. Labor unions might oppose consolidation because of possible position reductions, staffing levels at different districts and firefighter station assignment. SB 239 took effect in 2016 impacting functional, administrative or operational consolidations when a labor contract is initiated to consummate a consolidation. In these instances, SB 239 allows labor unions to effectively veto consolidation efforts. However, there are specific situations where labor unions would support a consolidation if it benefited rank and file firefighters.

Disparity in tax revenue is the most significant obstacle to consolidation. Local agency share of tax revenue is based on revenues in 1978. Fire agency boards are reluctant to consolidate unless the consolidation is at least revenue neutral. The disparity among AB8 funding in County fire agencies means it is extremely difficult, if not impossible, for all consolidations to be revenue neutral. While the Board of Supervisors can adjust AB8 rates upon consolidation, there are limits on how this can be accomplished, and many factors must be considered.

The Grand Jury examined several successful consolidations in and outside El Dorado County. All had one commonality; one person, usually a fire chief, developed a plan to unify the boards, the public, firefighters, and unions while working through the LAFCO consolidation process. Without a plan and a driving force, no consolidations would have taken place.

The key to successful consolidation is achieving consensus. While the Board of Supervisors can initiate consolidation through LAFCO, they cannot mandate consolidations. Yet, the Board of Supervisors is uniquely positioned to set the vision for fire protection organizations, activate the Fire Advisory Board and staff it with individuals knowledgeable about county fire protection and how successful consolidations have taken place. The Board of Supervisors could charge the Fire Advisory Board to develop a long-term consolidation plan, encourage fire agencies to consolidate and support consolidation efforts as needed through the adjustment of AB8 allocations.

One possible outcome is to consolidate all county fire protection agencies over time, under the El Dorado Hills County Water District. This would potentially avoid an ERAF shift of up to \$1.6 million annually from individual fire agencies. However, it would obviously affect local schools' funding. It could also result in additional costs since El Dorado Hills County Water District is more expensive to operate than other fire protection districts. A cost analysis study comparing consolidating under El Dorado Hills Water District versus other county fire agencies would be prudent before a final decision can be made.

The County may never achieve meaningful consolidation. Nevertheless, that should not deter the County from trying. Neither should the complexity of consolidation efforts. The road forward will take leadership, planning, persistence and time. It will first take the will to start.

FINDINGS

- F1. Many fire protection districts in El Dorado County provide modest service with an unstable revenue base.
- F2. Consolidating fire protection agencies could provide safer, more efficient and more comprehensive fire service.
- F3. The Board of Supervisors, in conjunction with LAFCO, is best positioned to champion fire agency consolidation.
- F4. The Fire Advisory Board, if reactivated, could help the Board of Supervisors with consolidation.
- F5. Consolidation needs to be a well-planned effort and will take many years to accomplish.
- F6. Consolidation is unlikely without adjustment of AB8 allocations.
- F7. Firefighter professionals in the County favor consolidation.

RECOMMENDATIONS

- R1. The Board of Supervisors should take the lead to consolidate County fire protection agencies.
- R2. The Board of Supervisors should reactivate the Fire Advisory board.
- R3. The Board of Supervisors should direct the Fire Advisory Board to develop a plan for consolidation of fire protection agencies.
- R4. The Board of Supervisors should resolutely work to persuade agencies to implement the plan.
- R5. The Board of Supervisors should be open to reasonable AB8 allocation adjustments to support consolidation.

WEB ATTACHMENT

2010 Citygate Fire and Emergency Service Study for the El Dorado LAFCO

<https://www.edlafco.us/citygate-fire-study>

REQUEST FOR RESPONSES

This Grand Jury report is an account of an investigation or review. It contains findings and recommendations, and names those who should respond to each finding and each recommendation pertaining to matters under the respondent's control.

Responses are requested in accordance with California Penal Code §933 and §933.05.

- Response to findings F3, F4, F5, F6, and all recommendations from El Dorado County Board of Supervisors.
- Response to finding F3 from El Dorado County Local Agency Formation Commission.

The written response of each named respondent will be reprinted in a publication to the citizens of El Dorado County. Each must include the name of the Grand Jury report along with the name and official title of the respondent.

California Penal Code Section 933.05 mandates specific requirements for responding to grand jury reports. You are advised to review the Penal Code sections and carefully read the pertinent provisions included below before preparing your official response. Each respondent must use the formats below for each separate finding and recommendation identified above.

Please pay attention to required explanations and time frames. Incomplete or inadequate responses are likely to prompt further investigative inquiries by the grand jury and/or the court.

Response to Findings

Finding F# *[Retype the text of the finding as written in the Grand Jury report, # is the finding number in the report.]*

Response: *[Review California Penal Code section 933.05 (a) (1) and (2). Respondents must specify one of three options – a) Respondent agrees with finding, b) Respondent disagrees wholly with finding or c) Respondent disagrees partially with finding. If respondent uses option b or c then the response shall specify the portion of the finding that is disputed and shall include an explanation.]*

IMPORTANT NOTE ABOUT GRAND JURY FINDINGS

Grand Jury Findings are derived from testimony and evidence. All testimony and evidence given to the Grand Jury is confidential by law, and it is the Grand Jury's responsibility to maintain it. California Penal Code §929 provides "... the name of any person, or facts that lead to the identity of any person who provided information to the grand jury, shall not be released." Further, 86 Ops. Cal. Atty. Gen. 101 (2003) prohibits grand jury witnesses from disclosing anything learned during their appearance including testimony given. This is to ensure the anonymity of witnesses and to encourage open and honest testimony.

Response to Recommendations

Response R# [*Retype the text of the recommendation as written in the Grand Jury report, # is the recommendation number in the report.*]

Response: [*Review California Penal Code section 933.05 (b) (1) - (4). Respondents must specify one of four options – a) recommendation has been implemented, b) recommendation has not been implemented but will be implementing noting a timeframe, or c) recommendation requires further analysis or study noting a timeframe not to exceed six months from date Grand Jury Report was issued or d) recommendation will not be implemented because it is not warranted or reasonable, with an explanation.*]

Response Times

The California Penal Code specifies response times.

PUBLIC AGENCIES

The governing body of any public agency (also referring to a department) must respond within 90 days from the release of the report to the public.

ELECTIVE OFFICERS OR AGENCY HEADS

All elected officers or heads of agencies/departments are required to respond within 60 days of the release of the report to the public.

Failure to Respond

Failure to respond as required to a grand jury report is a violation of California Penal Code Section 933.05 and is subject to further action that may include further investigation on the subject matter of the report by the grand jury.

Where to Respond

All responses must be addressed to the Presiding Judge of the El Dorado County Superior Court.

Honorable Suzanne N. Kingsbury
Presiding Judge of the El Dorado County Superior Court
1354 Johnson Blvd, Suite 2
South Lake Tahoe CA 96150

Response via Email to courtadmin@eldoradocourt.org is preferred.

The Court requests that you respond electronically with a Word or PDF document file to facilitate economical and timely distribution.

California Penal Code Section 933

933.

(a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

California Penal Code Section 933.05

933.05

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decisionmaking authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

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 (5th) 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.)**

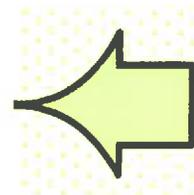
[SIGNATURES APPEAR ON NEXT PAGE]

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°39'06" 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°32'18" 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°25'34" West 12.00 feet; thence South 72°35'34" West 12.00 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.

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.

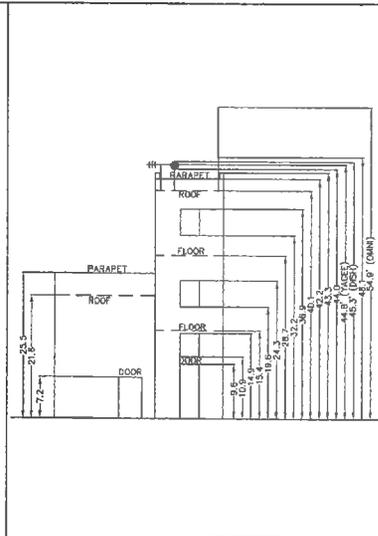
Also together with a non-exclusive easement for utility purposes of variable width the centerline of which is described as follows: beginning at Point "B" as previously defined and running thence, at a width of six feet, North 172°25'34" West 25.70 feet to a point hereinafter defined as Point "C"; thence continuing North 172°25'34" West 10.98 feet; thence continuing, at a width of three feet, North 172°25'34" 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°25'34" East 11.6 feet more or less to the existing transformer.

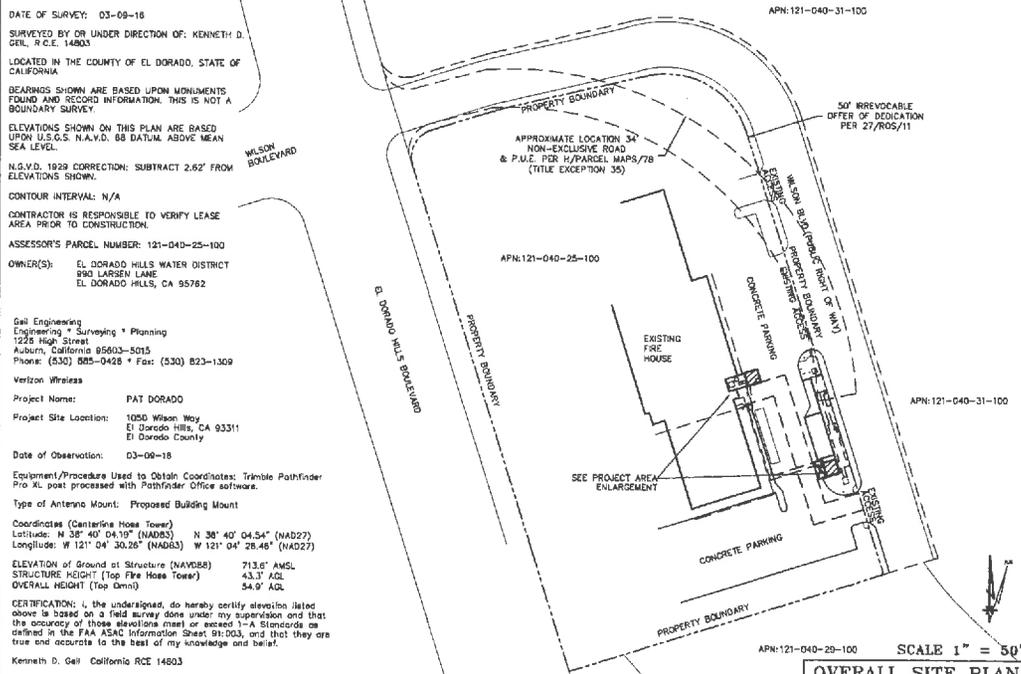
Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "C" as previously defined and running thence South 172°25'34" East 5.7 feet more or less to the proposed electrical meter.

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.

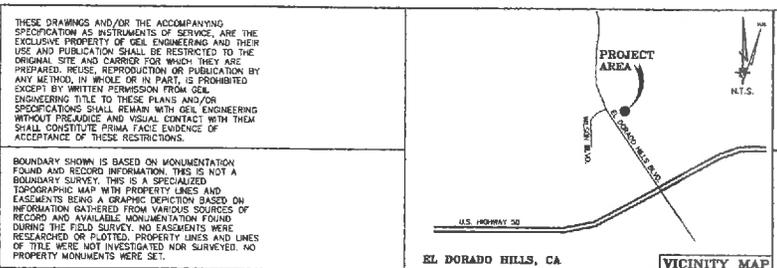
Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning at a point which bears North 172°25'34" West 6.19 feet from the Southeast corner of the above described Equipment Lease Area and running thence South 72°35'34" West 2.41 feet; thence North 172°25'34" West 7.29 feet; thence South 72°35'34" East 44.47 feet; thence North 172°25'34" West 6.19 feet; thence North 04°44'53" West 22.9 feet more or less to the above described Antenna Lease Area.



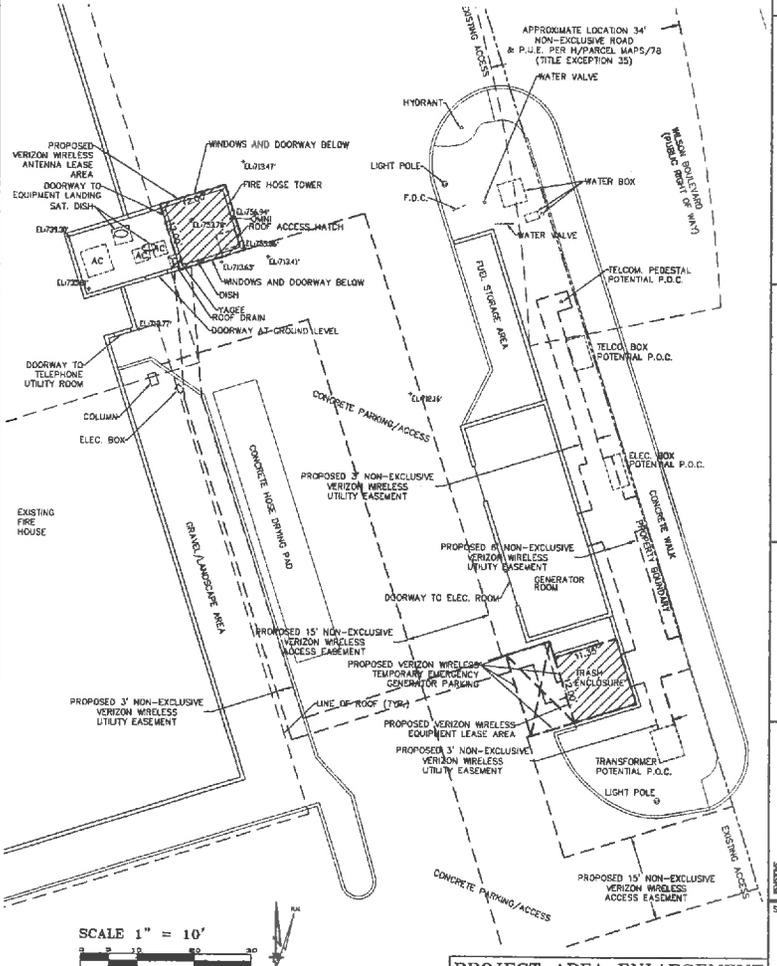
FIRE HOSE TOWER



OVERALL SITE PLAN



VICINITY MAP



PROJECT AREA ENLARGEMENT

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

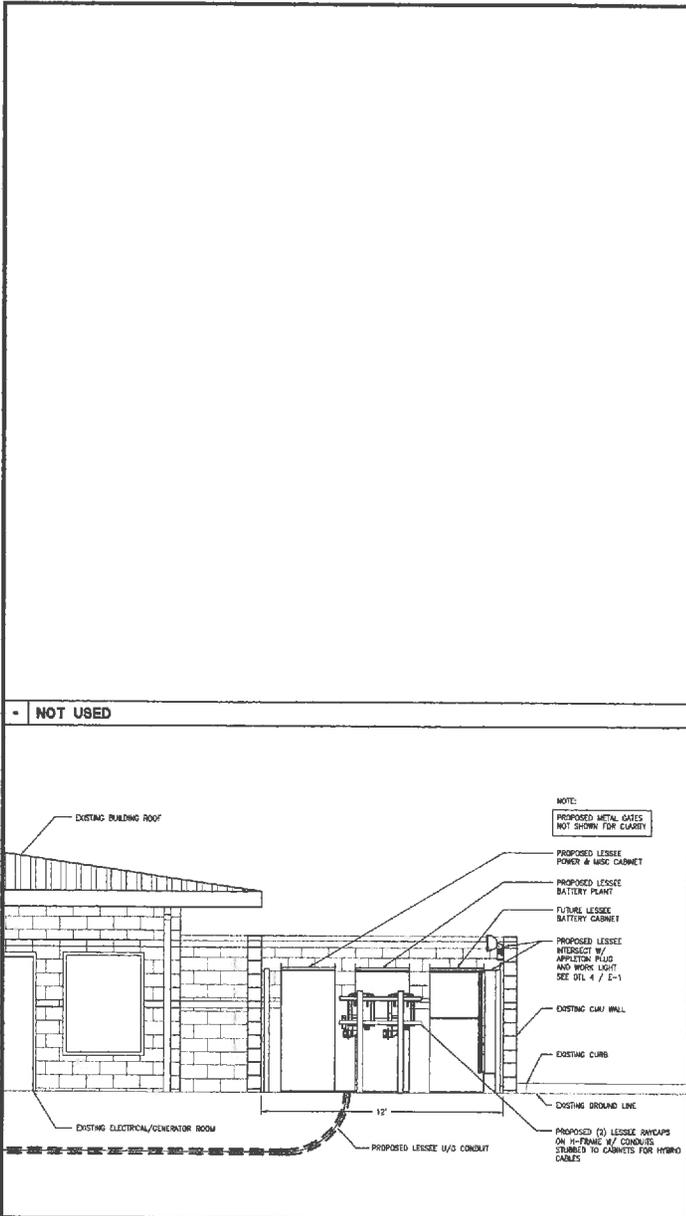
BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED. NON-SURVEYED, NO PROPERTY MONUMENTS WERE SET.

DEPT	APPROVED	DATE
ARC		
RE		
RF		
UNIT		
TEAM		
CLIENT		
PROJECT		

GEL ENGINEERING
 1226 High Street
 Auburn, California 95603-5015
 Phone: (530) 885-0428 • Fax: (530) 823-1309
 www.gel-engineering.com

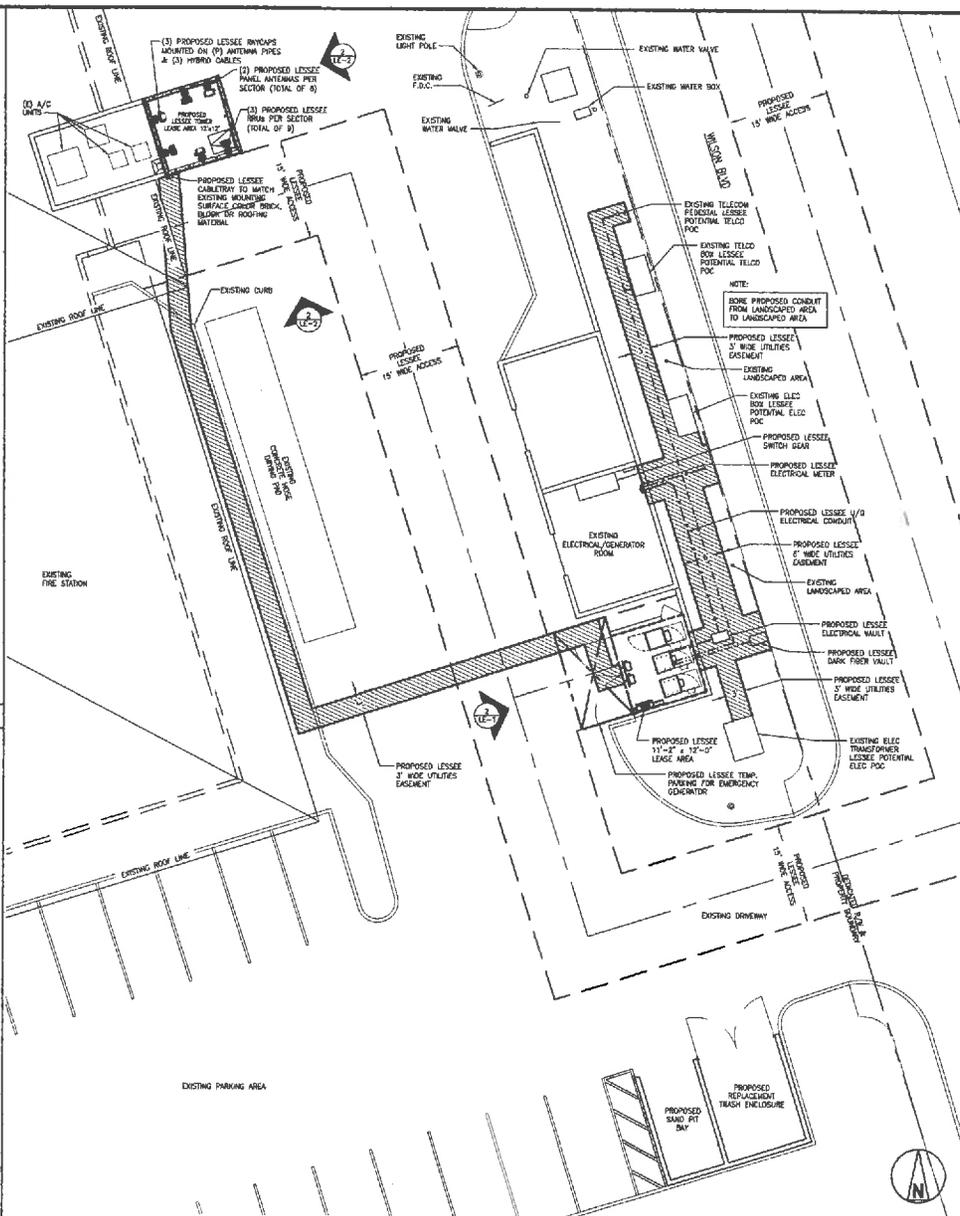
PAT DORADO
 1050 Wilson Boulevard
 El Dorado Hills, CA 95702

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
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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



2 EQUIPMENT ELEVATION

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



1 SITE PLAN

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 MIZ JIR	
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:

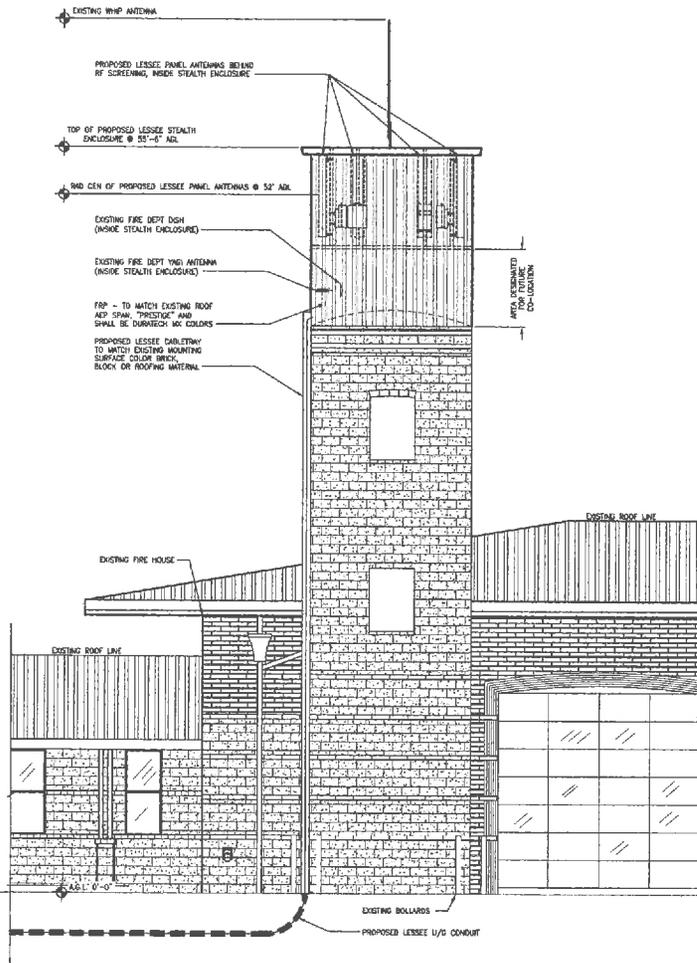
PROJECT NO:	PSL252898	
DRAWN BY:	R. MONTANEZ	
CHECKED BY:	SAL MTZ JR	
NO	DATE	ISSUE
1	06.05.17	LEASE EXHIBIT
2	06.05.17	80% ZONING
3	06.16.17	90% ZONING
4	07.25.17	90% ZONING
5	10.04.17	80% ZD FNL REDS
6	01.04.18	100% ZDs

LEASE EXHIBIT "B"
ELEVATIONS

SHEET NUMBER

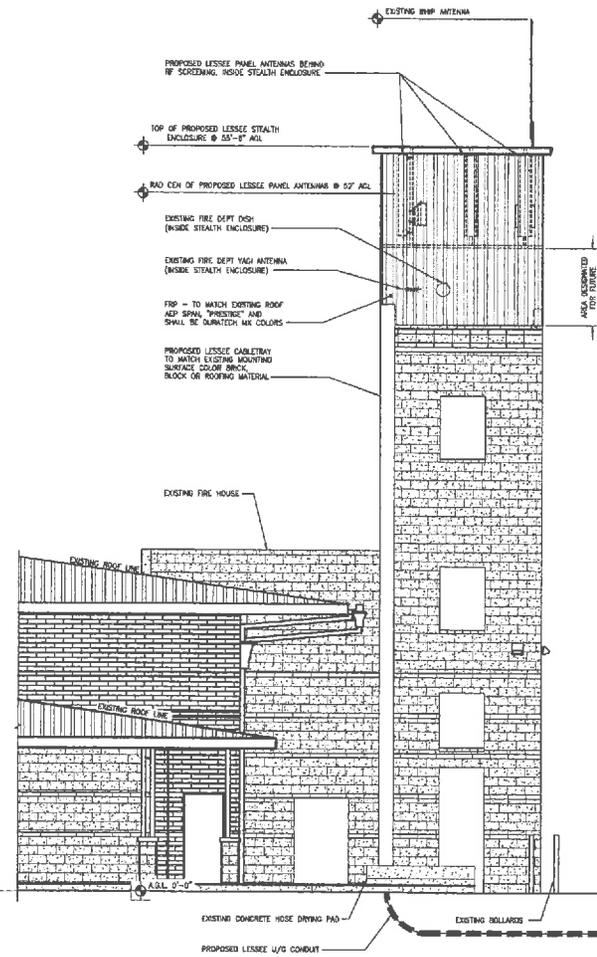
LE-2

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**

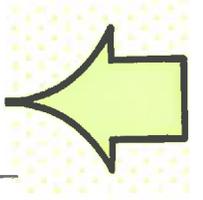
This Memorandum of Lease is entered into on this ____ day of _____, 2018, by and between El Dorado Hills County Water District, a county water district, having a mailing address of 1050 Wilson Blvd., El Dorado Hills, CA 95762 (hereinafter referred to as "**Landlord**") and Cellco Partnership, d/b/a Verizon 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”

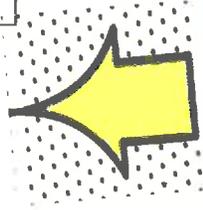
Cellco Partnership
d/b/a Verizon Wireless

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

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APN: 121-040-25-100



Clarksville Region Historical Society
501 Kirkwood Court
El Dorado Hills, CA 95762
www.edhhistory.org

Doug Hus
President

Paul Booth
Vice President

Fran Thomson
Secretary

John E. Thomson
Treasurer

Jeff Black
Director

Sharon Low
Director

Mike Nederhouser
Director

Bart Magoffin
Director

Hal Erpenbeck
Director Emeritus

Betty January
Director Emeritus

May 25, 2018

El Dorado Hills Fire Department
1050 Wilson Boulevard
El Dorado Hills, CA 95762

Dear Sirs:

Subject: Eighth Annual Clarksville Day—May 5, 2018

We would like to take this opportunity to thank you for your support of Clarksville Day 2018 by helping prepare the site by clearing brush and by providing a fire engine and staff at the event. Your valued sponsorship of Clarksville Day enabled the Clarksville Region Historical Society to provide the community with an interesting, educational, fun, and safe event that celebrates the rich history of the area once known as Clarksville, presently El Dorado Hills.

As you know, the Clarksville Day celebration began as a modest event held at the Library in El Dorado Hills in 2007. Except for the period while the Silva Valley/Hwy 50 interchange was being built, we have been fortunate to be able to host the event on the actual Clarksville site most years since 2009.

As a direct result of the hard work by a few dedicated volunteers and the generous support of friends of CRHS like you, Clarksville Day 2018 was by far the most successful one we have ever held. We added new exhibitors, more food and drink options, and some returning exhibitors expanded their presentations. We estimate more than 5,000 visitors attended, and the feedback was overwhelmingly positive.

Thank you again for your contribution to Clarksville Day 2018 and your continued support of our historical mission.

Sincerely,

Betty January
Event Chair

Doug Hus
President

Both the Internal Revenue Service and the California State Franchise Tax Board recognize the Clarksville Region Historical Society as a nonprofit charitable organization, and the Society is listed as a charitable organization in the California Registry of Charitable Trusts. All contributions to the Society are tax-deductible to the extent provided by law.

JUN 05 2018

5-18-18

for an orientation
workshop for
our delegates.

Everyone we
dealt with were
very helpful and
kind.

We appreciate
your support!

Sincerely,

Jayna Hoeses
People to People
International

Dear Administration
and Firemen at #85
Station,

On behalf of the
2018 delegates to
the Youth Summit
in our Sister City
Warabi, Japan
this July, I want
to thank you for
allowing us to
use your facility
last May 15th