

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
SEVEN HUNDRED SEVENTY NINTH MEETING
Thursday, May 17, 2018
6:00 p.m.
(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order and Pledge of Allegiance

- II. Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
 - A. Approve Minutes of the 778th Board meeting held April 19, 2018
 - B. Approve Financial Statements for April 2018

End Consent Calendar

- III. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.

- IV. 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
 - 2. Review and approve proposed revisions to Non-Tobacco Use and Vaping/Electronic Cigarettes policies
 - B. Finance Committee (Directors Giraudo and Hus)
 - 1. Approve surplus of land parcel located at Heffren/Dodson in Latrobe, lot APN# 087-330-391
 - 2. Review and discuss PARS Pension account investment strategy
 - 3. Update on Latrobe Base Revenue Transfer
 - C. Ad Hoc Committee Reports
 - 1. Strategic Planning Committee (Directors Hus and Winn)
 - 2. Communications Committee (Directors Durante and Winn)
 - 3. Training Facility Committee (Directors Hartley and Durante)
 - 4. CSD/Fire Collaboration Committee (Directors Hartley and Durante)
 - 5. Chief Recruitment Committee (Directors Hartley and Hus)
 - a. Review and approve recruitment strategies and retention of necessary consultants

- 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
 - B. Review and approve Resolution 2018-04 adopting the 2018-19 Preliminary Budget and set notice for public hearing as required by law

- IX. New Business
 - A. Review and approve Verizon Cell Phone Tower contract for Station 85
 - 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

- X. Old Business

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

- XII. 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

- XIII. Adjournment

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 EIGHTH MEETING OF THE BOARD OF DIRECTORS

Thursday, April 19, 2018

6:00 p.m.

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

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. CONSENT CALENDAR

- A. Approve minutes of the 777th meeting held March 15, 2018
- B. Approve Financial Statements for March 2018

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

III. ORAL COMMUNICATIONS

- A. **EDH Professional Firefighters** – Union President Captain MacKenzie announced that firefighter Luke Bohanan accepted a new position with Santa Rose Fire Department and wished him well.
- B. **EDH Firefighters Association** – Lantz Burvant, Association President announced the status of the Association scholarship program.
- C. **Public Comment** – Peggy Willis, resident and Lake Hills board member, expressed her gratitude for the support, hours and encouragement from the Fire Department and the Firefighters Foundation. Tim White, resident, requested the Board give the public regular status updates on pending litigation matters. Counsel Cook stated that discussions in closed session on the pending litigation will be brief and the current closed session items will likely continue to be on the agenda every month for the duration of the pending matters.

IV. PRESENTATION

- A. **EDH Development Snapshot** – Fire Marshal Cox gave a presentation on the latest status of development projects in the District. Chief Lilienthal discussed the impact of the growing number of Senior Care Facilities in the community to the Department's call volume.

- V. **CORRESPONDENCE** – Chief Roberts briefly discussed the LAFCO reorganization announcements included in correspondence. Director Hus presented articles he came across regarding the Fire Chief selection methodology of the National City Fire Department.

VI. ATTORNEY ITEMS – Counsel Cook stated the tax increment resolution will go to the County Board of Supervisors in May. This resolution would permanently correct the Latrobe Base Revenue Transfer to the District.

VII. COMMITTEE REPORTS

A. Administrative Committee (Directors Durante and Hus)

1. **Review and approve the El Dorado Hills Firefighters Association Annual Stipend CVIS payment structure** – Chief Roberts gave a brief overview of the proposed CVIS stipend program. Director Hus stated that the Administrative Committee has not had a chance to meet again on this topic. Chief Roberts stated the only part added since the last committee meeting is the definition of an “active member.” President Durante suggested this item be taken back to the Administrative Committee for further review. Director Hus concurred. Counsel Cook expressed concern over using this policy to encourage paid staff to volunteer as the original intent of the program was only for non-paid community volunteers.

B. Finance Committee (Directors Giraud and Hus) - Director Giraud and Hus reported that the committee reviewed forecasts prepared by Director of Finance Braddock. Director of Finance Braddock presented the 2017/18 fiscal year forecast as well as three long-range (15-year) forecast scenarios. Director Hus requested that this forecast be updated and presented to the Finance committee every 6 months. Director Hartley suggested it should be updated every year. Director Hus reported that Staff is still working on collecting information regarding the District owned parcel on Heffren & Dodson in Latrobe.

C. Ad Hoc Committee Reports

1. **Strategic Planning Committee (Directors Hus and Winn)** – Director Hus gave an overview of the three primary goals/objectives for the Strategic plan and stated the committee would be meeting again in early May.
2. **Communications Committee (Directors Durante and Winn)** – Chief Keating summarized the most recent communications committee meeting, stating the committee proposed to move forward with the purchase of 19 mobile data computers in the 2018/19 budget year and the JPA will potentially be utilized for favorable group pricing. He further stated that the units are already being successfully utilized by CalFire and they would help improve the Department’s ability to collect data. Captain MacKenzie explained that a conference call is scheduled to discuss the potential customization of these units for the Department’s mission.
3. **Training Facility Committee (Directors Hartley and Durante)** – Chief Lilienthal stated the plans are still with the County and Phase 1 of the project was reduced, eliminating all buildings except the Training Tower. The next step will be to get the plans approved by the Board and obtain pricing estimates. Director Hus stated he would like the Board to consider the time and effort it takes by a contractor to bid on such a large project and he would caution the Board from moving forward if we are not ready

to commit to the project. Director Durante agreed and stated the Development Fee issue needs to get resolved.

4. **CSD/Fire Collaboration Committee (Directors Hartley and Durante) - None**
5. **Station 91 Building Committee (Directors Winn and Giraudo) –** Director Giraudo asked if there were plans to add signage to the top of the apparatus bay. Chief Roberts stated there are plans for a grand opening event sometime in June. The Board concurred this committee is no longer needed going forward.
6. **Cameron Park CSD/EDH Fire Collaboration Committee (Directors Durante and Hartley) –** Chief Roberts reported that Cameron Park CSD received two responses to their RFP. The Board concurred this committee is no longer needed going forward.

VIII. OPERATIONS REPORT

- A. **Operation Report (Receive and file) - None**
- B. **Review and update regarding Joint Powers Authority –** Chief Roberts reported there was another negotiation session between the JPA and the County and they have reached a tentative agreement which would allow for \$1,150,000 per ambulance as long as no new units are added. Director Hus suggested a 10-year forecast be prepared for the JPA. He expressed concerns over the term of the contract given uncertainty of growth in the community. He further asked about private transport and whether the contract would allow the County to go outside for these services. Chief Roberts stated this contract is much better than the contract we are currently in.

IX. FISCAL ITEMS –

- A. **Review revenue and expense forecast for fiscal year 2017/18 –** Discussed in Agenda Item VII-B above.
- B. **Review long-range forecast scenarios –** Discussed in Agenda Item VII-B above.

X. NEW BUSINESS

- A. **Review and approve Verizon Cell Phone Tower contract for Station 85 –** Chief Roberts suggested this item be moved to the next Board meeting as there are concerns over a study that was recently received and further clarification is needed. Captain MacKenzie also expressed concerns over the results of the study.
- B. **Review and approve Resolution 2018-02 to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Directors El Dorado Hills County Water District –** Director of Finance Braddock explained this resolution is to increase the PERS cost sharing percentage by 0.5% for Miscellaneous Classic and Classic Tier 2 employees as per the approved Wages & Benefits agreements.

Director Giraudo made a motion to approve Resolution 2018-02, seconded by Director Hartley and unanimously carried.

- C. Approve Resolution 2018-03 declaring an election be held in its Jurisdiction and consolidating with other Districts requesting election services**

Director Hartley made a motion to approve Resolution 2018-03, seconded by Director Giraud and unanimously carried.

XI. OLD BUSINESS – None

XII. ORAL COMMUNICATIONS

A. Directors – Director Hus thanked Chief Lilienthal and Fire Department staff for helping with clean-up for the upcoming Clarksville event.

B. Staff – Chief Roberts informed the Board that the Board of Supervisors adopted the Department’s Fire Impact Fee at its last Board meeting. He further noted the County transferred the amount owed by the Development Fee fund to the General Fund for 2015/16 qualifying expenditures. Director Hus requested that staff verify the County Planning Department has our most recent adopted fee schedule so they are charging the correct amount.

C. Schedule upcoming committee meetings – An Administrative Committee meeting was scheduled for May 7 at 4:00 p.m.

XIII. CLOSED SESSION ITEMS – The Board left for closed session at 7:31 p.m. and returned at 8:47 p.m. President Durante reported that as the result of a vote in closed session (Ayes - 4, Noes - 1 (Hus)), effective July 1, Chief Keating will be the Department Interim Chief. Further, an Ad Hoc committee (Chief Recruitment Committee) was created and Directors Hartley and Hus were assigned to the committee. A committee meeting was scheduled for May 11 at 1:00 p.m.

XIV. ADJOURNMENT

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

The meeting adjourned at 8:51 p.m.

Approved:

Jessica Braddock, Board Secretary

Greg Durante, President

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending April 30, 2018



	FINAL Full Year Budget FY17/18	Actual April 2018	Actual YTD April 30, 2018	Variance YTD Actual to Full Year Budget	(Target 83%) YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	16,271,887	5,434,582	15,789,691	(482,196)		} On track with property tax revenue budget.
3270 · Unsecured Tax Revenue	276,634	1,537	274,416	(2,218)		
3280 · Homeowners Tax Revenue	148,380	-	76,200	(72,180)		
3320 · Supplemental Tax Revenue	251,098	54,155	253,188	2,090		
3330 · Sacramento County Revenue	16,200	-	10,214	(5,986)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,840	10,305	34,510	(2,330)		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	5,500,579	16,630,436	(145,639)	99%	
3505 · Misc. Revenue, Vacant Lot	-	6,337	1,487	1,487	100%	
3506 · Misc. Revenue, Fire Prev. Fees	70,000	5,098	68,035	(1,966)	97%	
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	1,028,857	-	860,721	(168,136)	84%	
3513 · Rental Income (Cell site)	25,200	4,200	23,100	(2,100)	92%	
3515 · OES/Mutual Aid Reimbursement	560,000	-	524,246	(35,754)	94%	Timing of fire season
3520 · Interest Earned	80,000	57,081	137,659	57,659	172%	Interest rates higher than budgeted
3510 · Misc. Operating Revenue - Other	20,000	3,908	34,714	14,714	174%	Primarily workers' compensation reimbursements
Total 3510 · Misc. Operating Revenue	1,714,057	65,189	1,580,439	(133,617)	92%	
Total Operating Revenue	\$ 18,560,131	\$ 5,577,203	\$ 18,280,396	\$ (279,735)	98%	
3550 · Development Fee						
3560 · Development Fee Revenue	2,500,000	104,908	1,897,377	(602,623)	76%	
3561 · Development Fee Interest	-	9,628	57,462	57,462	100%	
Total 3550 · Development Fee	2,500,000	114,537	1,954,840	(545,160)	78%	
3570 · Proceeds from Sale of Assets	-	-	752,373	752,373	100%	Sale of business park 5-acre parcel
Total Revenue	\$ 21,060,131	\$ 5,691,740	\$ 20,987,609	\$ (72,522)	100%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending April 30, 2018



	FINAL Full Year Budget FY17/18	Actual April 2018	Actual YTD April 30, 2018	Variance YTD Actual to Full Year Budget	(Target 83%) YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	5,931,801	452,351	4,878,040	1,053,761	82%	
6011 · Education/Longevity Pay	484,081	34,648	375,893	108,188	78%	
6016 · Salaries & Wages, Admin/Prev	643,697	48,037	513,653	130,044	80%	
6018 · Director Pay	17,850	3,000	11,995	5,855	67%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,561,587	190,208	1,634,491	(72,905)	105%	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	13,896	168,083	(12,604)	108%	Several long-term vacancies filled with OT
Total 6019 · Overtime	2,197,066	204,104	2,245,881	(48,815)	102%	
6020 · P.E.R.S. Retirement	2,293,349	120,781	1,961,345	332,004	86%	Annual required lump sum payment made in July
6030 · Workers Compensation	819,067	20,287	575,898	243,169	70%	2018 premium savings
6031 · Life Insurance	6,224	950	5,107	1,117	82%	
6032 · P.E.R.S. Health Benefits	1,444,276	113,651	1,281,644	162,631	89%	May invoice paid in Apr
6033 · Disability Insurance	16,758	2,819	15,218	1,540	91%	
6034 · Health Cost of Retirees	881,479	48,837	841,340	40,139	95%	Annual lump sum payment made in July (\$300k). May invoice paid in Apr
6040 · Dental/Vision Expense	177,960	53,359	151,304	26,656	85%	
6050 · Unemployment Insurance	14,490	588	13,818	672	95%	
6060 · Vacation & Sick Expense Reserve	100,000	323,133	323,133	(223,133)	323%	True-up of liability in April 2018
6070 · Medicare	134,842	10,554	113,291	21,551	84%	
Total 6000 · Salaries & Wages	15,162,941	1,437,099	13,307,561	1,855,380	88%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	52,800	1,269	49,437	3,363	94%	Annual uniform allowance paid in Jul & Jan
6102 · Other Clothing & Personal Supplies	47,683	10,155	44,200	3,482	93%	Timing of purchases
Total 6100 · Clothing & Personal Supplies	100,483	11,423	93,637	6,846	93%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending April 30, 2018



	FINAL Full Year Budget FY17/18	Actual April 2018	Actual YTD April 30, 2018	Variance YTD Actual to Full Year Budget	(Target 83%) YTD Actual % of Full Year Budget	Notes/Comments
6110 · Network/Communications						
6111 · Telecommunications	50,544	3,409	35,813	14,731	71%	
6112 · Dispatch Services	50,000	-	29,311	20,689	59%	Q3 invoice not yet received
6113 · Network/Connectivity	41,225	3,337	33,245	7,980	81%	
Total 6110 · Communications	141,769	6,745	98,370	43,399	69%	
6120 · Housekeeping	35,268	5,564	31,882	3,386	90%	
6130 · Insurance						
6131 · General Insurance	55,000	218	50,312	4,688	91%	Annual insurance premium paid in September
Total 6130 · Insurance	55,000	218	50,312	4,688	91%	
6140 · Maintenance of Equipment						
6141 · Tires	21,791	13,945	32,316	(10,525)	148%	
6142 · Parts & Supplies	22,209	6,427	21,421	788	96%	
6143 · Outside Work	118,167	2,552	98,187	19,980	83%	
6144 · Equipment Maintenance	37,308	2,229	22,259	15,049	60%	
6145 · Radio Maintenance	24,279	295	13,247	11,031	55%	
Total 6140 · Maintenance of Equipment	223,754	25,447	187,430	36,323	84%	Total Equipment Maintenance on target to budget
6150 · Maintenance, Structures & Ground	98,364	(36,293)	29,003	69,361	29%	Insurance recovery for repairs at Sta 86 - invoices for work not yet received
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	743	9,853	2,802	78%	
6180 · Miscellaneous						
6181 · Miscellaneous	3,352	(137)	2,234	1,119	67%	
6182 · Honor Guard	3,562	310	310	3,252	9%	
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	173	8,676	334	96%	
6190 · Office Supplies	20,739	1,397	16,693	4,046	80%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending April 30, 2018



	FINAL Full Year Budget FY17/18	Actual April 2018	Actual YTD April 30, 2018	Variance YTD Actual to Full Year Budget	(Target 83%) 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	33,682	218,555	(56,882)	135%	Pending legal matters
6203 · Notices	2,514	68	1,367	1,147	54%	
6204 · Other Professional Services	135,397	17,460	113,291	22,106	84%	
6205 · Elections/Tax Administration	-	-	-	-	0%	
6206 · Public Relations	3,042	-	1,272	1,770	42%	
Total 6200 · Professional Services	315,676	51,210	347,135	(31,459)	110%	
6210 · Information Technology						
6211 · Software Licenses/Subscriptions	71,501	4,156	41,954	29,547	59%	Savings on Target Solutions/Firehouse not yet invoiced
6212 · IT Support/Implementation	118,496	11,592	97,335	21,161	82%	
Total 6210 · Information Technology	189,997	15,748	139,289	50,708	73%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	14,710	808	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	55,057	11,879	82%	
Total 6220 · Rents and Leases	81,646	6,332	61,460	20,186	75%	
6230 · Small Tools and Supplies	78,108	3,611	23,810	54,298	30%	Hose; Rescue 85 Tools; HazMat Decon Equipment; Smooth Bore; Class A/B Foam
6240 · Special Expenses						
6241 · Training	148,981	8,043	54,946	94,035	37%	Planned training postponed due to staffing shortage
6242 · Fire Prevention	64,280	7,911	39,703	24,577	62%	Timing of May dinner: E15M; favorable on Santa Run
6243 · Licenses	-	-	10	(10)	100%	
Total 6240 · Special Expenses	213,261	15,954	94,658	118,602	44%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	62,000	8,117	51,486	10,514	83%	
6252 · Travel	25,200	1,722	16,382	8,818	65%	Planned training postponed due to staffing shortage
6253 · Meals & Refreshments	22,680	1,430	15,095	7,585	67%	
Total 6250 · Transportation and Travel	109,880	11,270	82,963	26,917	76%	

El Dorado Hills Fire Department
Revenue and Expense Summary - ALL FUNDS
For the Period Ending April 30, 2018



	FINAL Full Year Budget FY17/18	Actual April 2018	Actual YTD April 30, 2018	Variance YTD Actual to Full Year Budget	(Target 83%) YTD Actual % of Full Year Budget	Notes/Comments
6260 · Utilities						
6261 · Electricity	16,872	511	3,523	13,349	21%	Timing of annual true-ups
6262 · Natural Gas/Propane	25,000	4,708	16,020	8,980	64%	Timing
6263 · Water/Sewer	16,000	2,129	15,358	642	96%	
Total 6260 · Utilities	57,872	7,348	34,900	22,972	60%	
Total Operating Expenditures	\$ 16,912,288	\$ 1,563,990	\$ 14,623,116	\$ 2,289,172	86%	
Operating Revenue - Operating Expenditures	\$ 1,647,843	\$ 4,013,213	\$ 3,657,280	\$ (2,009,437)		
6560 · Pension/OPEB UAL Lump Sum Payment	1,450,000	-	1,450,000	-	100%	
6720 · Fixed Assets	2,989,298	171,551	574,076	2,415,222	19%	Timing of Training Facility expenditures and delivery of Type I Engine
Total Expenditures	\$ 21,351,586	\$ 1,735,541	\$ 16,647,192	\$ 4,704,394	78%	
Total Revenue - Total Expense	\$ (291,455)	\$ 3,956,198	\$ 4,340,417	\$ 4,631,871		
Less: Development Fee Revenue	(2,500,000)		(1,954,840)			
Add: Development Fee Qualified Expenditures	1,970,000		476,384			
Total Revenue - Total Expense Net of Dev Fees	\$ (821,455)		\$ 2,861,961			

El Dorado Hills Fire Department

5/14/2018 10:52 AM

Register: 1000 · Bank of America
 From 04/01/2018 through 04/30/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/01/2018	EFT	Technology Credit C...	-split-	Apr-18	5,524.00	X		1,101,581.16
04/02/2018	EFT	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	230.59	X		1,101,350.57
04/03/2018		Deposit	-split-	Deposit		X	108,619.07	1,209,969.64
04/03/2018	EFT	El Dorado Disposal S...	-split-	3/1/18 - 3/31/18	845.84	X		1,209,123.80
04/04/2018	21205	Greg F. Durante (Di...	-split-	Mar-18	200.00			1,208,923.80
04/04/2018	21206	Charles J. Hartley	-split-	Mar-18	300.00	X		1,208,623.80
04/04/2018	21207	John Giraudo	-split-	Mar-18	500.00	X		1,208,123.80
04/04/2018	21208	Douglas A. Hus	-split-	Mar-18	500.00	X		1,207,623.80
04/04/2018	21209	Barbara Winn	-split-	Mar-18	400.00	X		1,207,223.80
04/04/2018	21210	Connie Bair	-split-		150.00	X		1,207,073.80
04/04/2018	21211	Brian Bresnahan	-split-		150.00			1,206,923.80
04/04/2018	21212	David Kennedy	-split-		100.00	X		1,206,823.80
04/04/2018	21213	John Niehues	-split-		150.00	X		1,206,673.80
04/04/2018	21214	Dwight Piper	-split-		150.00	X		1,206,523.80
04/04/2018	21215	Frederick Russell	-split-		150.00	X		1,206,373.80
04/04/2018	21216	Sean Ward	-split-		150.00	X		1,206,223.80
04/04/2018	21217	Chase Bank	2029 · Other Payable	Mar 1, 15, 29	600.00	X		1,205,623.80
04/04/2018	21218	Wells Fargo Bank	2026 · EDH Associate...	Deposit to Acct...	6,784.05	X		1,198,839.75
04/04/2018	21219	Lucas Bohanan	2029 · Other Payable	Final Pay 3/27/...	6,194.94	X		1,192,644.81
04/04/2018	21220	7th Dimension, LLC	-split-	Inv # 180139 / ...	11,592.44	X		1,181,052.37
04/04/2018	21221	A-CHECK	-split-	Inv # 59-05434...	7.50	X		1,181,044.87
04/04/2018	21222	Advantage Gear, Inc.	6100 · Clothing & Pers...	Invoice # 123664	272.25	X		1,180,772.62
04/04/2018	21223	Aflac	2029 · Other Payable	Inv # 834953	314.16	X		1,180,458.46
04/04/2018	21224	Air Exchange	-split-		8,208.48	X		1,172,249.98
04/04/2018	21225	Aramark	6120 · Housekeeping	Inv# 635911798	88.42	X		1,172,161.56
04/04/2018	21226	Arnolds for Awards	6100 · Clothing & Pers...	Inv# 80103	65.21	X		1,172,096.35
04/04/2018	21227	Bartel Associates, LLC	6200 · Professional Ser...	Invoice # 18-195	8,999.00	X		1,163,097.35
04/04/2018	21228	Big O Tires	-split-	Invoice # 0051...	116.45	X		1,162,980.90
04/04/2018	21229	Brian K Veerkamp	-split-		316.00	X		1,162,664.90
04/04/2018	21230	CA Assoc. of Profess...	6000 · Wages & Benef...	APRIL 2018	1,323.00	X		1,161,341.90
04/04/2018	21231	AT&T	-split-	Mar-18	80.34	X		1,161,261.56
04/04/2018	21232	Comtech Communic...	6720 · Fixed Assets	Invoice # 7508...	25,080.58	X		1,136,180.98
04/04/2018	21233	Cummins Pacific Sac...	6140 · Maintenance of ...	Invoice # 023-...	4,177.39	X		1,132,003.59
04/04/2018	21234	Doug Veerkamp	-split-	Invoice # 3256...	1,257.98	X		1,130,745.61
04/04/2018	21235	Draeger Safety, Inc.	6140 · Maintenance of ...	Invoice # 5950...	1,007.48	X		1,129,738.13
04/04/2018	21236	East Bay Tire Co.	-split-		11,337.94	X		1,118,400.19
04/04/2018	21237	Fastenal Company	6150 · Maintenance,Str...	Invoice # CAE...	15.02	X		1,118,385.17
04/04/2018	21238	FedEx	6190 · Office Supplies	Inv # 6-134-74...	34.03	X		1,118,351.14
04/04/2018	21239	Ferrell Gas	-split-	Account # 886...	1,556.74	X		1,116,794.40
04/04/2018	21240	Fit Guard	-split-		1,404.20	X		1,115,390.20

El Dorado Hills Fire Department

5/14/2018 10:52 AM

Register: 1000 · Bank of America
 From 04/01/2018 through 04/30/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/04/2018	21241	Jeno Inzerillo	6000 · Wages & Benef...		258.00			1,115,132.20
04/04/2018	21242	InterState Oil Compa...	-split-		3,129.50	X		1,112,002.70
04/04/2018	21243	Interwest Consulting ...	-split-	Inv# 39432 / 3...	942.50	X		1,111,060.20
04/04/2018	21244	Atwood Insurance	6130 · Insurance:6131 ...	Account # EL...	218.00	X		1,110,842.20
04/04/2018	21245	Kronos	-split-		348.79	X		1,110,493.41
04/04/2018	21246	L.N. Curtis & Sons	-split-		528.53	X		1,109,964.88
04/04/2018	21247	Madeira Group Inter...	6200 · Professional Ser...		895.00	X		1,109,069.88
04/04/2018	21248	Managed Health Net...	6200 · Professional Ser...	Invoice # PRM...	651.24	X		1,108,418.64
04/04/2018	21249	Blue Ribbon Personn...	-split-	Invoice # 3158 ...	1,076.70	X		1,107,341.94
04/04/2018	21250	Mountain Democrat	6200 · Professional Ser...	Inv # 4770 / Ac...	67.50	X		1,107,274.44
04/04/2018	21251	National Garage Doo...	6150 · Maintenance,Str...	Invoice # 33181	120.00	X		1,107,154.44
04/04/2018	21252	PowerGen Inc.	-split-		1,071.00	X		1,106,083.44
04/04/2018	21253	Rapid Information D...	6190 · Office Supplies	Invoice # 55099	40.00	X		1,106,043.44
04/04/2018	21254	Sandra Sanders	6000 · Wages & Benef...		40.00			1,106,003.44
04/04/2018	21255	Thomas Keating	6250 · Transportation a...	Northwest Lea...	135.00	X		1,105,868.44
04/04/2018	21256	Standard Insurance Co.	6000 · Wages & Benef...	Policy # 00 359...	448.40	X		1,105,420.04
04/04/2018	21257	Teleos Builders and ...	6720 · Fixed Assets	Inv # 25-000003	118,784.92	X		986,635.12
04/04/2018	21258	Treehenge Constructi...	6150 · Maintenance,Str...	Application No...	34,182.47	X		952,452.65
04/05/2018	EFT	P. G. & E.	-split-	Mar-18	17.68	X		952,434.97
04/06/2018	EFT	ADP	6200 · Professional Ser...	PR18-3-3	284.34	X		952,150.63
04/06/2018	EFT	P. G. & E.	-split-	Mar-18	10.51	X		952,140.12
04/11/2018	EFT	U.S. Bank Telepay	2010 · Accounts Payable	Confirmation #...	31,288.21	X		920,851.91
04/11/2018	EFT	CalPERS Payable	6200 · Professional Ser...		1,985.13	X		918,866.78
04/12/2018	EFT	Verizon Wireless	-split-	Mar-18	1,475.19	X		917,391.59
04/12/2018	EFT	Verizon Wireless	-split-	Mar-18	1,708.48	X		915,683.11
04/12/2018	EFT	Nationwide Retireme...	-split-	PR18-4-1	18,962.21	X		896,720.90
04/12/2018	EFT	P.E.R.S. Retirement	-split-	PR18-4-1	79,242.85	X		817,478.05
04/12/2018	EFT	P.E.R.S. ING	-split-	PR18-4-1	3,050.77	X		814,427.28
04/12/2018	EFT	P. G. & E.	-split-	Mar-18	1,386.54	X		813,040.74
04/12/2018	EFT	P. G. & E.	-split-	Mar-18	592.32	X		812,448.42
04/12/2018	EFT	ADP (FSA)	-split-		1,462.31	X		810,986.11
04/12/2018	PR18-4-1		-split-	Total Payroll T...	80,189.77	X		730,796.34
04/12/2018	PR18-4-1		1000 · Bank of Americ...	Direct Deposit	252,713.45	X		478,082.89
04/15/2018			6200 · Professional Ser...	Service Charge	223.46	X		477,859.43
04/16/2018	EFT	P. G. & E.	-split-	Mar-18	567.16	X		477,292.27
04/18/2018	EFT	Deposit	-split-	Deposit		X	8,493.98	485,786.25
04/18/2018	EFT	Modular Space Corp...	-split-	Invoice # 5024...	808.00	X		484,978.25
04/19/2018	21259	All Star Printing	6100 · Clothing & Pers...	VOID: Inv # 2...		X		484,978.25
04/19/2018	21260	Apparatus Equipmen...	6140 · Maintenance of ...	Inv # 12905	378.74	X		484,599.51
04/19/2018	21261	Aramark	-split-		149.84			484,449.67

El Dorado Hills Fire Department

5/14/2018 10:52 AM

Register: 1000 · Bank of America
 From 04/01/2018 through 04/30/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/19/2018	21262	Arnolds for Awards	-split-		958.28	X		483,491.39
04/19/2018	21263	AT&T	-split-	Mar-18	195.09	X		483,296.30
04/19/2018	21264	Best Best & Krieger	6200 · Professional Ser...	Inv# 818346	18,133.28	X		465,163.02
04/19/2018	21265	California Family Fit...	6200 · Professional Ser...	Inv # 11042018	174.98	X		464,988.04
04/19/2018	21266	Caltronics Business ...	6190 · Office Supplies	Inv# 2486891	387.79	X		464,600.25
04/19/2018	21267	Capital Building Mai...	6120 · Housekeeping	Invoice # 9961	669.50	X		463,930.75
04/19/2018	21268	Churchll's Hardware ...	-split-	Customer Acco...	87.82	X		463,842.93
04/19/2018	21269	Core Logic	6170 · Dues and Subsc...	Inv # 81881858	137.50	X		463,705.43
04/19/2018	21270	Deal Heating & Air, ...	-split-		4,412.32			459,293.11
04/19/2018	21271	East Bay Tire Co.	6140 · Maintenance of ...	Invoice # 1431...	2,490.36	X		456,802.75
04/19/2018	21272	Emblem Enterprises, ...	6100 · Clothing & Pers...	Invoice # 713452	719.13	X		456,083.62
04/19/2018	21273	FedEx	6190 · Office Supplies	Inv # 6-142-05...	28.36	X		456,055.26
04/19/2018	21274	Hefner, Stark & Mar...	-split-	Statement # 364	14,436.60	X		441,618.66
04/19/2018	21275	InterState Oil Compa...	-split-		3,099.49	X		438,519.17
04/19/2018	21276	Kaiser Foundation H...	-split-	Account # 320...	3,784.00	X		434,735.17
04/19/2018	21277	Kronos	6210 · Information Tec...		183.74	X		434,551.43
04/19/2018	21278	L.N. Curtis & Sons	6140 · Maintenance of ...		637.82	X		433,913.61
04/19/2018	21279	Martech Services	6140 · Maintenance of ...	Invoice # 18077	230.00			433,683.61
04/19/2018	21280	MES - California	6100 · Clothing & Pers...	Invoice # IN12...	1,177.76	X		432,505.85
04/19/2018	21281	Blue Ribbon Personn...	-split-	Invoice # 3256 ...	931.60	X		431,574.25
04/19/2018	21282	Overhead Door Com...	6150 · Maintenance,Str...	Invoice # 154694	201.00	X		431,373.25
04/19/2018	21283	Rotary	-split-	April 2018 Dues	225.00	X		431,148.25
04/19/2018	21284	Scott's PPE Recon, Inc.	6100 · Clothing & Pers...	Invoice # 33937	150.00	X		430,998.25
04/19/2018	21285	Silverado Avionics	6720 · Fixed Assets	Invoice # 9322	185.43			430,812.82
04/19/2018	21286	Suds Car Wash, Inc.	6140 · Maintenance of ...	March 2018 St...	41.38	X		430,771.44
04/19/2018	21287	Supplyworks	-split-		1,132.18	X		429,639.26
04/19/2018	21288	UPS Store	6190 · Office Supplies		30.00	X		429,609.26
04/19/2018	21289	West Coast Frame/C...	6140 · Maintenance of ...	Invoice # 51166	439.54	X		429,169.72
04/19/2018	21290	Lucas Bohanan	2029 · Other Payable	Dental/Vision ...	152.00	X		429,017.72
04/20/2018	EFT	Verizon Wireless	-split-	Mar-18	40.01	X		428,977.71
04/20/2018	EFT	ADP HCM	6200 · Professional Ser...	Workforce No...	220.80	X		428,756.91
04/20/2018	EFT	Verizon Wireless	-split-	Mar-18	600.05	X		428,156.86
04/20/2018	EFT	ADP	6200 · Professional Ser...	PR18-3-3	284.34	X		427,872.52
04/20/2018	EFT	ADP (FSA)	-split-		15.00	X		427,857.52
04/22/2018	EFT	WageWorks	6200 · Professional Ser...	INV612734	96.15	X		427,761.37
04/23/2018	EFT	P. G. & E.	-split-	Mar-18	425.57	X		427,335.80
04/23/2018	EFT	ADP (FSA)	-split-		15.00	X		427,320.80
04/25/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1531...		X	300,000.00	727,320.80
04/25/2018	EFT	Employment Develo...	-split-	Account ID# 7...	1,922.29	X		725,398.51
04/25/2018	EFT	State Board of Equali...	-split-	Q1 2018	1,060.56	X		724,337.95

El Dorado Hills Fire Department

5/14/2018 10:52 AM

Register: 1000 · Bank of America
 From 04/01/2018 through 04/30/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/25/2018	EFT	ADP (FSA)	-split-		414.00	X		723,923.95
04/26/2018		Transfer from Paypal	1010 · Paypal	Deposit		X	2,135.92	726,059.87
04/26/2018	EFT	Nationwide Retireme...	-split-	PR18-4-2	18,962.21	X		707,097.66
04/26/2018	EFT	P.E.R.S. Health	-split-	May 2018	162,488.05	X		544,609.61
04/26/2018	EFT	P.E.R.S. Retirement	-split-	PR18-4-2	81,233.31	X		463,376.30
04/26/2018	EFT	P.E.R.S. ING	-split-	PR18-4-2	3,050.77	X		460,325.53
04/26/2018	EFT	ADP (FSA)	-split-		192.31	X		460,133.22
04/26/2018	PR18-4-2		-split-	Total Payroll T...	71,956.09	X		388,177.13
04/26/2018	PR18-4-2		1000 · Bank of Americ...	Direct Deposit	244,889.07	X		143,288.06
04/26/2018	PR18-4-2		1000 · Bank of Americ...	Payroll Checks...	16,742.40	X		126,545.66
04/27/2018		Deposit	-split-	Deposit		X	74,185.92	200,731.58
04/27/2018	EFT	ADP (FSA)	-split-		240.00	X		200,491.58
04/30/2018		Deposit	-split-	Deposit		X	226,723.04	427,214.62
04/30/2018	EFT	State Compensation ...	6000 · Wages & Benef...	Policy # 11048...	46,748.17			380,466.45
04/30/2018	EFT	ADP (FSA)	-split-		30.00			380,436.45
04/30/2018	21291	Dennis Planje	6000 · Wages & Benef...		1,375.00			379,061.45
04/30/2018	21292	Aflac	2029 · Other Payable	Inv # 261478	209.44			378,852.01
04/30/2018	21293	Air Exchange	6150 · Maintenance,Str...	Invoice # 42413	293.70			378,558.31
04/30/2018	21294	Alastair Brady	6200 · Professional Ser...	Invoice # 101/1...	325.00			378,233.31
04/30/2018	21295	Aramark	-split-		101.32			378,131.99
04/30/2018	21296	Arnolds for Awards	-split-		234.05			377,897.94
04/30/2018	21297	AT&T	-split-	Apr-18	53.67			377,844.27
04/30/2018	21298	CA Assoc. of Profess...	6000 · Wages & Benef...	MAY 2018	1,470.00			376,374.27
04/30/2018	21299	Caltronics Business ...	6190 · Office Supplies	Inv# 2448540	104.13			376,270.14
04/30/2018	21300	Doug Veerkamp	6140 · Maintenance of ...	Invoice # 325670	640.48			375,629.66
04/30/2018	21301	Ferrell Gas	6260 · Utilities:6262 · ...	Account # 886...	662.05			374,967.61
04/30/2018	21302	FireCom	6140 · Maintenance of ...	Invoice # 199368	294.98			374,672.63
04/30/2018	21303	Imprintory	6100 · Clothing & Pers...	Invoice # 1765	291.70			374,380.93
04/30/2018	21304	InterState Oil Compa...	6250 · Transportation a...		758.87			373,622.06
04/30/2018	21305	Managed Health Net...	6200 · Professional Ser...	Invoice # PRM...	651.24			372,970.82
04/30/2018	21306	Blue Ribbon Personn...	6000 · Wages & Benef...	Invoice # 3524	587.50			372,383.32
04/30/2018	21307	Mountain Democrat	-split-	5/26/18 - 5/26/19	360.36			372,022.96
04/30/2018	21308	National Garage Doo...	6150 · Maintenance,Str...	Invoice # 475800	184.35			371,838.61
04/30/2018	21309	Nick Sharples Produ...	-split-	Invoice # 1253 ...	5,375.00			366,463.61
04/30/2018	21310	Preferred Alliance, Inc.	6200 · Professional Ser...	Invoice # 0139...	210.00			366,253.61
04/30/2018	21311	City of Sacramento	6240 · Special Expense...	Invoice # 122012	2,700.00			363,553.61
04/30/2018	21312	SCI Consulting Group	6720 · Fixed Assets	Invoice # C7606	95.38			363,458.23
04/30/2018	21313	Scott's PPE Recon, Inc.	-split-		867.30			362,590.93
04/30/2018	21314	Standard Insurance Co.	6000 · Wages & Benef...	Policy # 00 359...	501.60			362,089.33
04/30/2018	21315	State of CA - Dept. o...	6720 · Fixed Assets		6,657.50			355,431.83

El Dorado Hills Fire Department

5/14/2018 10:52 AM

Register: 1000 · Bank of America
 From 04/01/2018 through 04/30/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/30/2018	21316	Trace Analytics, Inc.	6140 · Maintenance of ...	Invoice # 18-6...	20.00			355,411.83
04/30/2018	21317	West Coast Frame/C...	6140 · Maintenance of ...	Invoice # 51330	1,050.23			354,361.60
04/30/2018	21318	Connie Bair	-split-		150.00			354,211.60
04/30/2018	21319	Brian Bresnahan	-split-		150.00			354,061.60
04/30/2018	21320	David Kennedy	-split-		100.00			353,961.60
04/30/2018	21321	John Niehues	-split-		150.00			353,811.60
04/30/2018	21322	Frederick Russell	-split-		150.00			353,661.60
04/30/2018	21323	Sean Ward	-split-		150.00			353,511.60
04/30/2018	21324	Greg F. Durante (Di...	-split-	Apr-18	200.00			353,311.60
04/30/2018	21325	Charles J. Hartley	-split-	Apr-18	200.00	X		353,111.60
04/30/2018	21326	John Giraudo	-split-	Apr-18	300.00			352,811.60
04/30/2018	21327	Douglas A. Hus	-split-	Apr-18	200.00			352,611.60
04/30/2018	21328	Barbara Winn	-split-	Apr-18	200.00			352,411.60
04/30/2018	21329	Chase Bank	2029 · Other Payable	Apr 12, 26	400.00			352,011.60
04/30/2018	21330	Wells Fargo Bank	2026 · EDH Associate...	Deposit to Acct...	4,753.45			347,258.15



OFFICE OF THE FIRE CHIEF VENTURA FIRE DEPARTMENT

David M. Endaya
FIRE CHIEF

May 1, 2018

Fire Chief Dave Roberts
El Dorado Hills Fire Department
1050 Wilson Blvd.
El Dorado Hills, CA 95762

Dear Chief Roberts:

I would like to take this opportunity to thank you and your staff for working side-by-side with us during the Thomas Fire. This was the largest wildfire in California history, and our community will be dealing with the aftermath of this event for a long time.

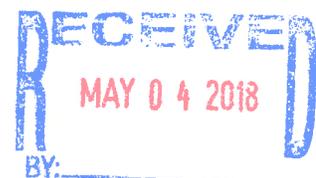
In my 20+ years in the fire service, I have never encountered a wildfire of this magnitude. It took the support and coordination of various agencies from all over the country, including 8,000 firefighters, 1,000 fire apparatus, and multiple aircraft all working together to fight this fire.

I know your agency was impacted by sharing your valuable staff and resources with us. Without the support of your personnel, the destruction would have been insurmountable, and there are no words to completely express our gratitude.

Please let your staff know that we are forever grateful for their support during this devastating and historic event. It was an honor to work with such dedicated individuals and inspiring to witness the effective collaboration and teamwork between the various agencies involved in this catastrophic event.

Sincerely,

David Endaya
Fire Chief



EL DORADO HILLS BUSINESS PARK OWNERS ASSOCIATION

P.O. Box 6718 – Folsom, CA – 95763

916-693-6611

April 23, 2018

VIA USPS

El Dorado Hills County Water District
ATTN: Mike Cook
1050 Wilson Lane
El Dorado Hills, CA 95762

Re: Outcome of Election to de-annex 207+- acres

Dear El Dorado Hills Business Park Property Owners,

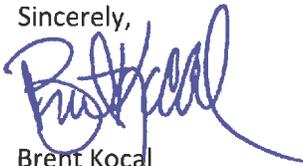
I have tallied your votes and certified the election results to de-annex 207+- undeveloped acres at the southern end of the Business Park as follows: 72% of the total membership voted in favor, 6% of the total membership voted against the proposal, and 22% of the total membership did not vote.

The 207+- acres being de-annexed are included in 240 total acres that DST now intends to sell to Winn Communities and Ridge Capital, which are proposing to build a mixed-use residential community on the de-annexed property. The other 33+- acres will remain in the Business Park.

Winn and Ridge have committed to keeping Business Park property owners informed about their progress in securing approvals from El Dorado County to implement their project. In the meantime, they have invited you to contact Gene Endicott at 917-719-7214 or gene@endicottcommunications.com if you have questions or would like additional information.

We thank all property owners who took time to vote on this issue.

Sincerely,



Brent Kocal
Inspector of Elections

{2850/02/00084927:2}



PARS DIVERSIFIED PORTFOLIOS CONSERVATIVE

Q4 2017

WHY THE PARS DIVERSIFIED CONSERVATIVE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

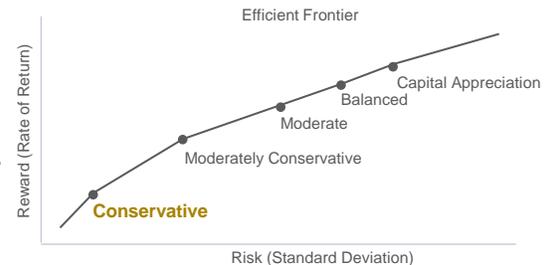
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide a consistent level of inflation-protected income over the long-term. The major portion of the assets will be fixed income related. Equity securities are utilized to provide inflation protection.



ASSET ALLOCATION — CONSERVATIVE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	5 – 20%	15%	15%
Fixed Income	60 – 95%	80%	79%
Cash	0 – 20%	5%	6%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus (Active)

Current Quarter*	1.17%
Blended Benchmark**	1.00%
Year To Date	6.73%
Blended Benchmark	5.24%
1 Year	6.73%
Blended Benchmark	5.24%
3 Year	3.70%
Blended Benchmark	3.13%
5 Year	3.73%
Blended Benchmark	3.46%
10 Year	4.28%
Blended Benchmark	3.74%

Index Plus (Passive)

Current Quarter*	1.08%
Blended Benchmark**	1.00%
Year To Date	5.52%
Blended Benchmark	5.24%
1 Year	5.52%
Blended Benchmark	5.24%
3 Year	3.09%
Blended Benchmark	3.13%
5 Year	3.39%
Blended Benchmark	3.46%
10 Year	3.75%
Blended Benchmark	3.74%

* Returns less than 1-year are not annualized. **Breakdown for Blended Benchmark: 7.5% S&P500, 1.5% Russell Mid Cap, 2.5% Russell 2000, 1% MSCI EM FREE, 2% MSCI EAFE, 52.25% BC US Agg, 25.75% ML 1-3 Yr US Corp/Govt, 2% US High Yield Master II, 0.5% Wilshire REIT, and 5% Citi 1 Mth T-Bill. Prior to October 2012, the blended benchmarks were 12% S&P 500; 1% Russell 2000, 2% MSCI EAFE, 40% ML 1-3 Year Corp./Govt, 40% BC Agg, 5% Citi 1 Mth T-Bill. Prior to April 2007, the blended benchmarks were 15% S&P 500, 40% ML 1-3Yr Corp/Govt, 40% BC Agg, and 5% Citi 1 Mth T-Bill.

ANNUAL RETURNS

HighMark Plus (Active)

2008	-9.04%
2009	15.59%
2010	8.68%
2011	2.19%
2012	8.45%
2013	3.69%
2014	3.88%
2015	0.29%
2016	4.18%
2017	6.73%

Index Plus (Passive)

2008	-6.70%
2009	10.49%
2010	7.67%
2011	3.70%
2012	6.22%
2013	3.40%
2014	4.32%
2015	0.06%
2016	3.75%
2017	5.52%

PORTFOLIO FACTS

HighMark Plus (Active)

Inception Date	07/2004
No of Funds in Portfolio	19

Index Plus (Passive)

Inception Date	07/2004
No of Funds in Portfolio	13

HOLDINGS

HighMark Plus (Active)

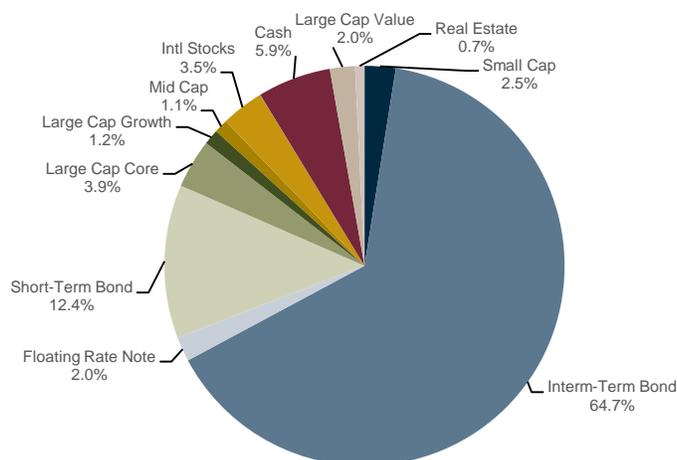
Columbia Contrarian Core Z
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
Harbor Capital Appreciation
T. Rowe Price Growth Stock
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
Undiscovered Managers Behavioral Value
T. Rowe Price New Horizons
Nationwide Bailard International Equities
Dodge & Cox International Stock
MFS International Growth I
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return
Prudential Total Return
Nationwide Loomis Bond
Eaton Vance Floating Rate & High Income
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500/Value
iShares S&P 500/Growth
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
iShares Russell 2000 Value
iShares Russell 2000 Growth
iShares MSCI EAFE
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
PowerShares Senior Loan
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Composites are managed by HighMark's HighMark Capital Advisors (HCA) with full investment authority according to the PARS Conservative active and passive objectives and do not have equity concentration of 25% or more in one common stock security.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. As of December 31, 2017, the blended rate is 0.58%. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 36 basis points paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a 10 million initial value would grow to \$12.54 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. In Q1 2010, the PARS Composite definition was changed from \$750,000 minimum to no minimum. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Free Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays Capital (BC) U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The Merrill Lynch (ML) 1-3 Year U.S. Corporate & Government Index tracks the bond performance of The ML U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged Citigroup 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, public and private retirement plans, and personal trusts of all sizes. It may also serve as sub-adviser for mutual funds, common trust funds, and collective investment funds. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

www.highmarkcapital.com

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 90 years (including predecessor organizations) of institutional money management experience with more than \$14.0 billion in assets under management. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee

Number of Members: 16
Average Years of Experience: 26
Average Tenure (Years): 13

Manager Review Group

Number of Members: 7
Average Years of Experience: 20
Average Tenure (Years): 7

PARS DIVERSIFIED PORTFOLIOS
MODERATELY CONSERVATIVE

Q4 2017

WHY THE PARS DIVERSIFIED MODERATELY CONSERVATIVE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

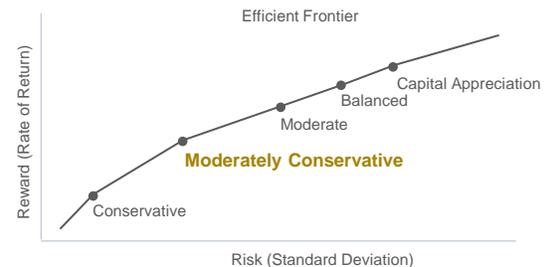
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.



ASSET ALLOCATION — MODERATELY CONSERVATIVE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	20 - 40%	30%	30%
Fixed Income	50 - 80%	65%	67%
Cash	0 - 20%	5%	3%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus (Active)		Index Plus (Passive)	
Current Quarter*	1.94%	Current Quarter*	1.83%
Blended Benchmark**	1.87%	Blended Benchmark**	1.87%
Year To Date	9.56%	Year To Date	8.08%
Blended Benchmark	8.11%	Blended Benchmark	8.11%
1 Year	9.56%	1 Year	8.08%
Blended Benchmark	8.11%	Blended Benchmark	8.11%
3 Year	4.87%	3 Year	4.38%
Blended Benchmark	4.51%	Blended Benchmark	4.51%
5 Year	5.26%	5 Year	5.06%
Blended Benchmark	5.31%	Blended Benchmark	5.31%
10 Year	4.93%	10 Year	4.40%
Blended Benchmark	4.63%	Blended Benchmark	4.63%

* Returns less than 1-year are not annualized. **Breakdown for Blended Benchmark: 15.5% S&P500, 3% Russell Mid Cap, 4.5% Russell 2000, 2% MSCI EM FREE, 4% MSCI EAFE, 49.25% BC US Agg, 14% ML 1-3 Yr US Corp/Gov't, 1.75% US High Yield Master II, 1% Wilshire REIT, and 5% Citi 1 Mth T-Bill. Prior to October 2012, the blended benchmarks were 25% S&P 500; 1.5% Russell 2000, 3.5% MSCI EAFE, 25% ML 1-3 Year Corp./Govt, 40% BC Agg, 5% Citi 1 Mth T-Bill. Prior to April 2007, the blended benchmarks were 30% S&P 500, 25% ML 1-3Yr Corp/Gov, 40% BC Agg, and 5% Citi 1 Mth T-Bill.

ANNUAL RETURNS

HighMark Plus (Active)		Index Plus (Passive)	
2008	-15.37%	2008	-12.40%
2009	18.71%	2009	11.92%
2010	10.46%	2010	9.72%
2011	1.75%	2011	3.24%
2012	10.88%	2012	8.24%
2013	7.30%	2013	6.78%
2014	4.41%	2014	5.40%
2015	0.32%	2015	-0.18%
2016	4.93%	2016	5.42%
2017	9.56%	2017	8.08%

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Inception Date	08/2004	Inception Date	05/2005
No of Funds in Portfolio	19	No of Funds in Portfolio	13

HOLDINGS

HighMark Plus (Active)

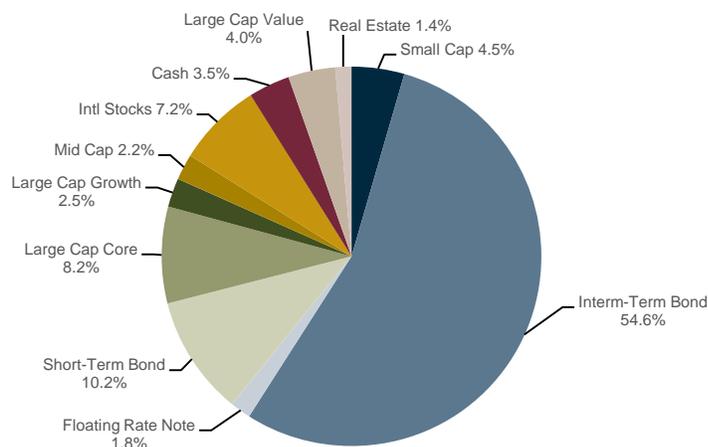
Columbia Contrarian Core Z
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
Harbor Capital Appreciation
T. Rowe Price Growth Stock
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
Undiscovered Managers Behavioral Value
T. Rowe Price New Horizons
Nationwide Baidard International Equities
Dodge & Cox International Stock
MFS International Growth I
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return
Prudential Total Return
Nationwide Loomis Bond
Eaton Vance Floating Rate & High Income
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500/Value
iShares S&P 500/Growth
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
iShares Russell 2000 Value
iShares Russell 2000 Growth
iShares MSCI EAFE
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
PowerShares Senior Loan
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Composites are managed by HighMark's HighMark Capital Advisors (HCA) with full investment authority according to the PARS Moderately Conservative active and passive objectives and do not have equity concentration of 25% or more in one common stock security.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. As of December 31, 2017, the blended rate is 0.58%. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 36 basis points paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a 10 million initial value would grow to \$12.54 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. In Q1 2010, the PARS Composite definition was changed from \$750,000 minimum to no minimum. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Free Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays Capital (BC) U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The Merrill Lynch (ML) 1-3 Year U.S. Corporate & Government Index tracks the bond performance of The ML U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged Citigroup 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFJ Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, public and private retirement plans, and personal trusts of all sizes. It may also serve as sub-adviser for mutual funds, common trust funds, and collective investment funds. MUB, a subsidiary of MUFJ Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

www.highmarkcapital.com

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 90 years (including predecessor organizations) of institutional money management experience with more than \$14.0 billion in assets under management. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee

Number of Members: 16
Average Years of Experience: 26
Average Tenure (Years): 13

Manager Review Group

Number of Members: 7
Average Years of Experience: 20
Average Tenure (Years): 7

PARS DIVERSIFIED PORTFOLIOS
MODERATE

Q4 2017

WHY THE PARS DIVERSIFIED MODERATE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

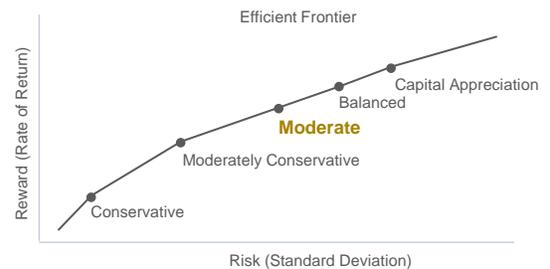
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important.



ASSET ALLOCATION — MODERATE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	40 - 60%	50%	50%
Fixed Income	40 - 60%	45%	47%
Cash	0 - 20%	5%	3%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus (Active)		Index Plus (Passive)	
Current Quarter*	2.97%	Current Quarter*	2.86%
Blended Benchmark**	2.95%	Blended Benchmark**	2.95%
Year To Date	13.19%	Year To Date	11.59%
Blended Benchmark	11.65%	Blended Benchmark	11.65%
1 Year	13.19%	1 Year	11.59%
Blended Benchmark	11.65%	Blended Benchmark	11.65%
3 Year	6.46%	3 Year	5.98%
Blended Benchmark	6.20%	Blended Benchmark	6.20%
5 Year	7.42%	5 Year	7.26%
Blended Benchmark	7.69%	Blended Benchmark	7.69%
10 Year	5.45%	10 Year	5.51%
Blended Benchmark	5.56%	Blended Benchmark	5.56%

* Returns less than 1-year are not annualized. **Breakdown for Blended Benchmark: 26.5% S&P500, 5% Russell Mid Cap, 7.5% Russell 2000, 3.25% MSCI EM FREE, 6% MSCI EAFE, 33.50% BC US Agg, 10% ML 1-3 Yr US Corp/Gov't, 1.50% US High Yield Master II, 1.75% Wilshire REIT, and 5% Citi 1 Mth T-Bill. Prior to October 2012, the blended benchmarks were 43% S&P 500; 2% Russell 2000, 5% MSCI EAFE, 15% ML 1-3 Year Corp./Govt, 30% BC Agg, 5% Citi 1 Mth T-Bill. Prior to April 2007, the blended benchmarks were 50% S&P 500, 15% ML 1-3Yr Corp/Gov, 30% BC Agg, and 5% Citi 1 Mth T-Bill.

ANNUAL RETURNS

HighMark Plus (Active)		Index Plus (Passive)	
2008	-22.88%	2008	-18.14%
2009	21.47%	2009	16.05%
2010	12.42%	2010	11.77%
2011	0.55%	2011	2.29%
2012	12.25%	2012	10.91%
2013	13.06%	2013	12.79%
2014	4.84%	2014	5.72%
2015	0.14%	2015	-0.52%
2016	6.44%	2016	7.23%
2017	13.19%	2017	11.59%

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Inception Date	10/2004	Inception Date	05/2006
No of Funds in Portfolio	19	No of Funds in Portfolio	13

HOLDINGS

HighMark Plus (Active)

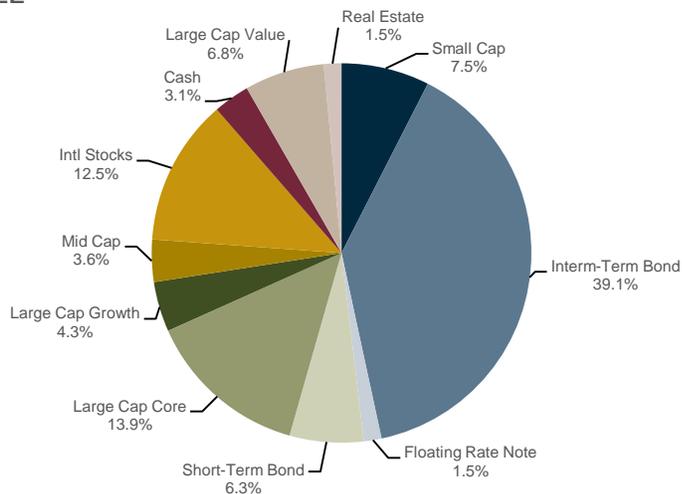
Columbia Contrarian Core Z
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
Harbor Capital Appreciation
T. Rowe Price Growth Stock
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
Undiscovered Managers Behavioral Value
T. Rowe Price New Horizons
Nationwide Bailard International Equities
Dodge & Cox International Stock
MFS International Growth I
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return
Prudential Total Return
Nationwide Loomis Bond
Eaton Vance Floating Rate & High Income
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500/Value
iShares S&P 500/Growth
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
iShares Russell 2000 Value
iShares Russell 2000 Growth
iShares MSCI EAFE
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
PowerShares Senior Loan
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Composites are managed by HighMark's HighMark Capital Advisors (HCA) with full investment authority according to the PARS Moderate active and passive objectives and do not have equity concentration of 25% or more in one common stock security.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. As of December 31, 2017, the blended rate is 0.58%. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 36 basis points paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a 10 million initial value would grow to \$12.54 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. In Q1 2010, the PARS Composite definition was changed from \$750,000 minimum to no minimum. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Free Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays Capital (BC) U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The Merrill Lynch (ML) 1-3 Year U.S. Corporate & Government Index tracks the bond performance of The ML U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged Citigroup 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, public and private retirement plans, and personal trusts of all sizes. It may also serve as sub-adviser for mutual funds, common trust funds, and collective investment funds. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

www.highmarkcapital.com

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 90 years (including predecessor organizations) of institutional money management experience with more than \$14.0 billion in assets under management. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager

Investment Experience: since 1994

HighMark Tenure: since 1997

Education: MBA, University of Southern California;

BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager

Investment Experience: since 2004

HighMark Tenure: since 2014

Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager

Investment Experience: since 1985

HighMark Tenure: since 1995

Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager

Investment Experience: since 1987

HighMark Tenure: since 2010

Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager

Investment Experience: since 1987

HighMark Tenure: since 2007

Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager

Investment Experience: since 2002

HighMark Tenure: since 2017

Education: MBA, Arizona State University;

BS, University of Washington

Asset Allocation Committee

Number of Members: 16

Average Years of Experience: 26

Average Tenure (Years): 13

Manager Review Group

Number of Members: 7

Average Years of Experience: 20

Average Tenure (Years): 7

PARS DIVERSIFIED PORTFOLIOS
BALANCED

Q4 2017

WHY THE PARS DIVERSIFIED BALANCED PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

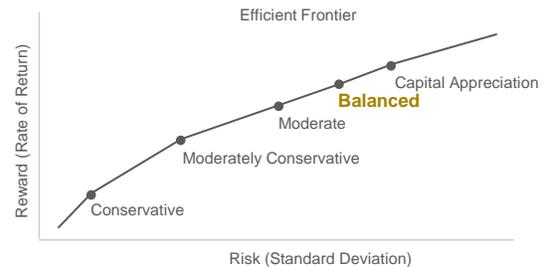
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide growth of principal and income. While dividend and interest income are an important component of the objective's total return, it is expected that capital appreciation will comprise a larger portion of the total return.



ASSET ALLOCATION — BALANCED PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	50 – 70%	60%	60%
Fixed Income	30 – 50%	35%	37%
Cash	0 – 20%	5%	3%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus (Active)		Index Plus (Passive)	
Current Quarter*	3.49%	Current Quarter*	3.37%
Blended Benchmark**	3.51%	Blended Benchmark**	3.51%
Year To Date	15.46%	Year To Date	13.39%
Blended Benchmark	13.54%	Blended Benchmark	13.54%
1 Year	15.46%	1 Year	13.39%
Blended Benchmark	13.54%	Blended Benchmark	13.54%
3 Year	7.25%	3 Year	6.78%
Blended Benchmark	7.06%	Blended Benchmark	7.06%
5 Year	8.54%	5 Year	8.35%
Blended Benchmark	8.89%	Blended Benchmark	8.89%
10 Year	5.74%	10 Year	5.63%
Blended Benchmark	6.06%	Blended Benchmark	6.06%

* Returns less than 1-year are not annualized. **Breakdown for Blended Benchmark: 32% S&P500, 6% Russell Mid Cap, 9% Russell 2000, 4% MSCI EM FREE, 7% MSCI EAFE, 27% BC US Agg, 6.75% ML 1-3 Yr US Corp/Gov't, 1.25% US High Yield Master II, 2% Wilshire REIT, and 5% Citi 1 Mth T-Bill. Prior to October 2012, the blended benchmarks were 51% S&P 500; 3% Russell 2000, 6% MSCI EAFE, 5% ML 1-3 Year Corp./Govt, 30% BC Agg, 5% Citi 1 Mth T-Bill. Prior to April 2007, the blended benchmarks were 60% S&P 500, 5% ML 1-3Yr Corp/Gov, 30% BC Agg, and 5% Citi 1 Mth T-Bill.

ANNUAL RETURNS

HighMark Plus (Active)		Index Plus (Passive)	
2008	-25.72%	2008	-23.22%
2009	21.36%	2009	17.62%
2010	14.11%	2010	12.76%
2011	-0.46%	2011	1.60%
2012	13.25%	2012	11.93%
2013	16.61%	2013	15.63%
2014	4.70%	2014	6.08%
2015	0.04%	2015	-0.81%
2016	6.82%	2016	8.26%
2017	15.46%	2017	13.39%

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Inception Data	10/2006	Inception Data	10/2007
No of Funds in Portfolio	19	No of Funds in Portfolio	13

HOLDINGS

HighMark Plus (Active)

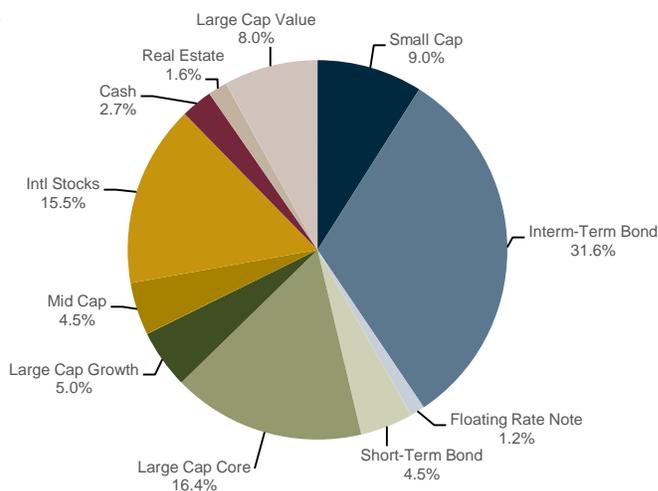
Columbia Contrarian Core Z
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
Harbor Capital Appreciation
T. Rowe Price Growth Stock
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
Undiscovered Managers Behavioral Value
T. Rowe Price New Horizons
Nationwide Baidard International Equities
Dodge & Cox International Stock
MFS International Growth I
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return
Prudential Total Return
Nationwide Loomis Bond
Eaton Vance Floating Rate & High Income
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500/Value
iShares S&P 500/Growth
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
iShares Russell 2000 Value
iShares Russell 2000 Growth
iShares MSCI EAFE
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
PowerShares Senior Loan
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Composites are managed by HighMark's HighMark Capital Advisors (HCA) with full investment authority according to the PARS Balanced active and passive objectives and do not have equity concentration of 25% or more in one common stock security.

The composite name has been changed from PARS Balanced/Moderately Aggressive to PARS Balanced on 5/1/2013. The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. As of December 31, 2017, the blended rate is 0.58%. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 36 basis points paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a 10 million initial value would grow to \$12.54 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. In Q1 2010, the PARS Composite definition was changed from \$750,000 minimum to no minimum. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Free Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays Capital (BC) U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The Merrill Lynch (ML) 1-3 Year U.S. Corporate & Government Index tracks the bond performance of The ML U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged Citigroup 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, public and private retirement plans, and personal trusts of all sizes. It may also serve as sub-adviser for mutual funds, common trust funds, and collective investment funds. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

www.highmarkcapital.com

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 90 years (including predecessor organizations) of institutional money management experience with more than \$14.0 billion in assets under management. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee

Number of Members: 16
Average Years of Experience: 26
Average Tenure (Years): 13

Manager Review Group

Number of Members: 7
Average Years of Experience: 20
Average Tenure (Years): 7

PARS DIVERSIFIED PORTFOLIOS CAPITAL APPRECIATION

Q4 2017

WHY THE PARS DIVERSIFIED CAPITAL APPRECIATION PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

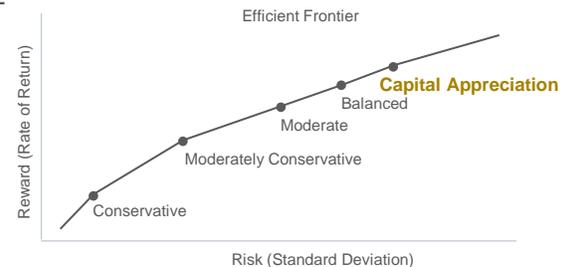
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

The primary goal of the Capital Appreciation objective is growth of principal. The major portion of the assets are invested in equity securities and market fluctuations are expected.



ASSET ALLOCATION — CAPITAL APPRECIATION PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	65 - 85%	75%	75%
Fixed Income	10 - 30%	20%	23%
Cash	0 - 20%	5%	2%

ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

Current Quarter*	4.16%
Blended Benchmark**	4.34%
Year To Date	16.72%
Blended Benchmark	16.55%
1 Year	16.72%
Blended Benchmark	16.55%
3 Year	8.20%
Blended Benchmark	8.27%
5 Year	10.08%
Blended Benchmark	10.56%
Inception to Date (108-Mos.)	10.90%
Blended Benchmark	11.64%

* Returns less than 1-year are not annualized. **Breakdown for Blended Benchmark: 39.5% S&P500, 7.5% Russell Mid Cap, 10.5% Russell 2000, 5.25% MSCI EM FREE, 10.25% MSCI EAFE, 16% BC US Agg, 3% ML 1-3 Yr US Corp/Gov't, 1% US High Yield Master II, 2% Wilshire REIT, and 5% Citi 1 Mth T-Bill.

ANNUAL RETURNS

2008	N/A%
2009	23.77%
2010	12.95%
2011	-1.35%
2012	13.87%
2013	20.33%
2014	6.05%
2015	-0.27%
2016	8.81%
2017	16.72%

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Inception Data	01/2009	Inception Data	N/A
No of Funds in Portfolio	19	No of Funds in Portfolio	13

HOLDINGS

HighMark Plus (Active)

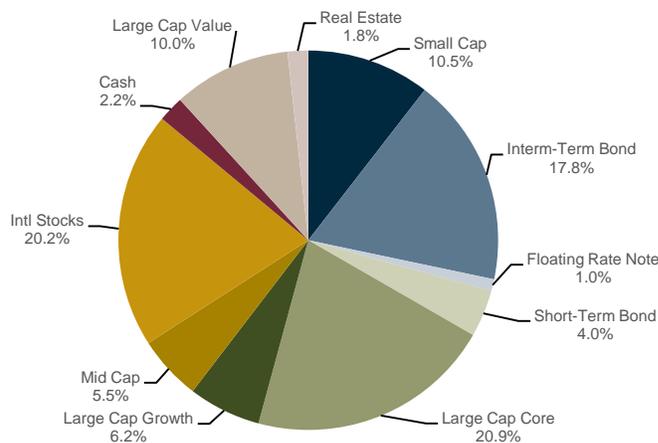
Columbia Contrarian Core Z
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
Harbor Capital Appreciation
T. Rowe Price Growth Stock
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
Undiscovered Managers Behavioral Value
T. Rowe Price New Horizons
Nationwide Bailard International Equities
Dodge & Cox International Stock
MFS International Growth I
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return
Prudential Total Return
Nationwide Loomis Bond
Eaton Vance Floating Rate & High Income
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500/Value
iShares S&P 500/Growth
iShares Russell Mid-Cap ETF
Vanguard REIT ETF
iShares Russell 2000 Value
iShares Russell 2000 Growth
iShares MSCI EAFE
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
PowerShares Senior Loan
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Composites are managed by HighMark's HighMark Capital Advisors (HCA) with full investment authority according to the PARS Capital Appreciation active and passive objectives and do not have equity concentration of 25% or more in one common stock security.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. As of December 31, 2017, the blended rate is 0.58%. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 36 basis points paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a 10 million initial value would grow to \$12.54 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. In Q1 2010, the PARS Composite definition was changed from \$750,000 minimum to no minimum. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Free Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays Capital (BC) U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The Merrill Lynch (ML) 1-3 Year U.S. Corporate & Government Index tracks the bond performance of The ML U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged Citigroup 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, public and private retirement plans, and personal trusts of all sizes. It may also serve as sub-adviser for mutual funds, common trust funds, and collective investment funds. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

www.highmarkcapital.com

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 90 years (including predecessor organizations) of institutional money management experience with more than \$14.0 billion in assets under management. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®

Senior Portfolio Manager

Investment Experience: since 1994

HighMark Tenure: since 1997

Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager

Investment Experience: since 2004

HighMark Tenure: since 2014

Education: BA, Colgate University

J. Keith Stribling, CFA®

Senior Portfolio Manager

Investment Experience: since 1985

HighMark Tenure: since 1995

Education: BA, Stetson University

Christiane Tsuda

Senior Portfolio Manager

Investment Experience: since 1987

HighMark Tenure: since 2010

Education: BA, International Christian University, Tokyo

Anne Wimmer, CFA®

Senior Portfolio Manager

Investment Experience: since 1987

HighMark Tenure: since 2007

Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®

Senior Portfolio Manager

Investment Experience: since 2002

HighMark Tenure: since 2017

Education: MBA, Arizona State University;

BS, University of Washington

Asset Allocation Committee

Number of Members: 16

Average Years of Experience: 26

Average Tenure (Years): 13

Manager Review Group

Number of Members: 7

Average Years of Experience: 20

Average Tenure (Years): 7

Proposed Revisions to Non-Tobacco Use and Vaping/Electronic Cigarette Policies

Summary:

The District currently has a policy that restricts the use of any tobacco products either on or off duty while employed by the El Dorado Hills Fire Department. This restriction for off-duty tobacco use was originally in response to the State of California passing cancer presumption for firefighters.

Labor Code 3212.1(d) The cancer so developing or manifesting itself in these cases shall be presumed to arise out of and in the course of the employment. This presumption is disputable and may be controverted by evidence that the primary site of the cancer has been established and that the carcinogen to which the member has demonstrated exposure is not reasonably linked to the disabling cancer. Unless so controverted, the appeals board is bound to find in accordance with the presumption. This presumption shall be extended to a member following termination of service for a period of three calendar months for each full year of the requisite service, but not to exceed 120 months in any circumstance, commencing with the last date actually worked in the specified capacity.

With the recent increased popularity of Vaping/Electronic cigarettes, the District adopted a policy in May 2017 that restricted the use of Vaping/Electronic cigarettes while on-duty or in the performance District duties but did not place any restrictions on their use while off-duty.

The Union requested that the Non-Tobacco Use policy be reviewed and that the off-duty restrictions on Tobacco be removed, putting it more in line with the Vaping/Electronic Cigarette policy. Staff spoke with the Workers Compensation provider to ensure there would not be any negative effect to either the District or employee by making this change and they confirmed there would be no changes to either the District's premium or coverage.

The difficulty in enforcing legal off-duty behavior provides for its own potential legal challenges.

The Administrative Committee met and discussed the recommended changes of removing the Non-Tobacco Use policy and integrating Tobacco Use into the Vaping/Electronic Cigarette policy allowing for off-duty Tobacco use.

Fiscal Impact:

No fiscal impact to EDHFD.

Recommendation:

Staff recommends the removal of the current Non-Tobacco Use policy and the associated employee affidavit. Staff further recommends the current Vaping/Electronic Cigarette policy be revised to define and include restrictions on the use of Tobacco products (see proposed policy attached).

Tobacco Products/Vaping Devices/Electronic Cigarettes

Section I. Personnel
Sub-Section: H. Employee Conduct
Number: 8. Tobacco Products/Vaping Devices/Electronic Cigarettes
Pages: 2
Adopted:

TOBACCO PRODUCTS/VAPING DEVICES/ELECTRONIC CIGARETTES

PURPOSE

- To protect and enhance indoor air quality and contribute to the health and well-being of all employees and visitors, the El Dorado Hills Fire Department restricts the use of Tobacco Products/Vaping Devices/Electronic Cigarettes as outlined in this policy.

RESPONSIBILITY

- All Staff

DEFINITIONS

Tobacco Products – Consistent with section 5702(c) of the United States Code, tobacco products are defined as cigars, cigarettes, smokeless tobacco, pipe tobacco and roll-your-own tobacco. It also includes smokeless tobacco products such as snuff and chewing tobacco.

Electronic Cigarette – An electronic device that delivers vapor for inhalation, including hookah pens, vape pipes, and electronic hookahs. An electronic cigarette does not include any product approved by the United States Drug Administration for sale as a drug or medical device.

Vape or Vaping – Using an Electronic Cigarette in the following ways: (1) through inhalation or exhalation of vapor from Electronic Cigarette; or (2) by holding or otherwise activating an Electronic Cigarette such that any vapor is being emitted from it.

PROCEDURE

1. The use of Tobacco Products/Vaping Devices/Electronic Cigarettes, is not permitted while on department owned or leased property including: office, department vehicle or fire apparatus, fire station, training facility or any other public building.
2. The use of Tobacco Products/Vaping Devices/Electronic Cigarettes shall not be permitted by any member of the El Dorado Hills Fire Department while on duty, in uniform (on or off duty), or while in the performance of any official duties on behalf of the El Dorado Hills Fire Department.

3. Fire Department employees may be subject to discipline, up to and including termination for violation of this policy.

Appropriate signage will be placed at each station stating that the Fire Department is a Smoke/Tobacco Free facility.

DRAFT

EL DORADO HILLS FIRE DEPARTMENT



El Dorado Hills Fire Department Volunteer in Support Program Overview

Revision Date: 5/16/18

Purpose Statement of the El Dorado Hills Fire Department Volunteer in Support Program

The mission and purpose of the El Dorado Hills Fire Department Volunteer in Support Program is to aid the El Dorado Hills Fire Department (the “Department”) in achieving its primary mission “To SERVE the community of El Dorado Hills with INTEGRITY and EXCELLENCE”. The VIS Program membership will consist of a group of individuals meeting the membership requirements set forth on page 5 below

The Department will support the maintenance of the VIS Program with the assistance and support of the El Dorado Hills Professional Firefighters Association IAFF Local 3604, the El Dorado Hills Professional Fire Fighters’ Association (the “Association”) and Board of Directors of the Department.

The primary goal of the VIS Program is to support the Department’s commitment to community involvement, emergency planning, support planning and execution of multi-agency drills as prioritized by the Department Chief (the “Chief”) or the VIS Program Manager (the “Program Manager”) designated by the Chief. The VIS Program membership will consist of a non-firefighting based group of individuals providing incident support, and special projects under non-emergency conditions, including but not limited to fire prevention support as requested and defined by the Fire Marshal.

All VIS Program members will be expected to participate in, and exemplify the Department’s Core Values of “Integrity First, Service Before Self and Excellence in All We Do”.

USE AND UTILIZATION OF THE VIS PROGRAM

1. **Community involvement**

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

2. **Emergency planning**

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

3. **Providing a non-firefighting based group of individuals to, among other things,**

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

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

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

STIPEND

The Association will be paid an annual stipend (the “Stipend”) for VIS Program Participation. The stipend is intended to recognize the significant contributions together with the substantial time commitment made by the VIS program members to the Department and the community. The stipend will be used by the Association to operate their many Community and Association programs.

The following formula will be utilized to calculate the annual Stipend amount:

of ACTIVE VIS Program members

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

An ACTIVE VIS Program Member is defined as follows:

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

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

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

The tracking will be by Fiscal Year, and the payment of the stipend to the Association from the Department will be made in July for the previous year’s participation as reported by the Association.

The Association’s Secretary is responsible for reporting VIS Program Member activity to the Department’s Finance Director, the Program Manager and the Chief on a quarterly basis.

MEMBERSHIP

1. Complete and submit the Volunteer in Support Program Member Form.
2. Department retirees, former board members, and retirees from the Department's volunteer firefighter's program are encouraged to become active members of the VIS Program if they live locally and have the desire to remain active with the Department in a capacity that aligns to their available time, skills, and desire.
3. Family members (18 and over) of the Department are encouraged to be active members of the VIS Program.
4. Uniforms
 - a. All VIS Program members will be provided with a grey polo shirt and baseball style cap by the Department.
 - b. VIS Program members will be required to wear appropriate business attire for the activity in which they are participating.
 - c. All VIS Program members will be provided with a lanyard displaying their Department photo identification which must be worn when representing the Department.
5. Roster
 - a. A VIS Program member roster will be maintained by the Program Manager responsible for the Program
6. VIS Program Administration
 - a. The VIS Program will be administered and managed by a Program Manager designated by the Chief.



EL DORADO HILLS FIRE DEPARTMENT

MONTHLY ACTIVITY REPORT APRIL 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

Station 91 Temporary Modular Removed – April 11, 2018



New E85 – Current Build Status



Clarksville Day Preparation Project



Rotary FF of the Year – Tom Zarback. April 18, 2018



Earth Day 2018 – E84 Crew Helping Plant a Tree



Every 15 minutes. 4/26/18. Oakridge High School



STATISTICS

Response District	Total Number of Responses – APRIL 2018	Total Number of Responses –2018	Total Number of Responses –APRIL 2017	Total Number of Responses –2017
84	59	226	70	249
85	57	237	61	235
86	42	182	48	152
87	84	312	52	201
91	4	11	3	23
92	4	6	1	5
Mutual Aid	58	269	62	259
Transfer	20	88	12	73
TOTALS	328	1331	309	1197

83.87% Medic Unit Response, 10 Minutes (before exception reports)

87.56% 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

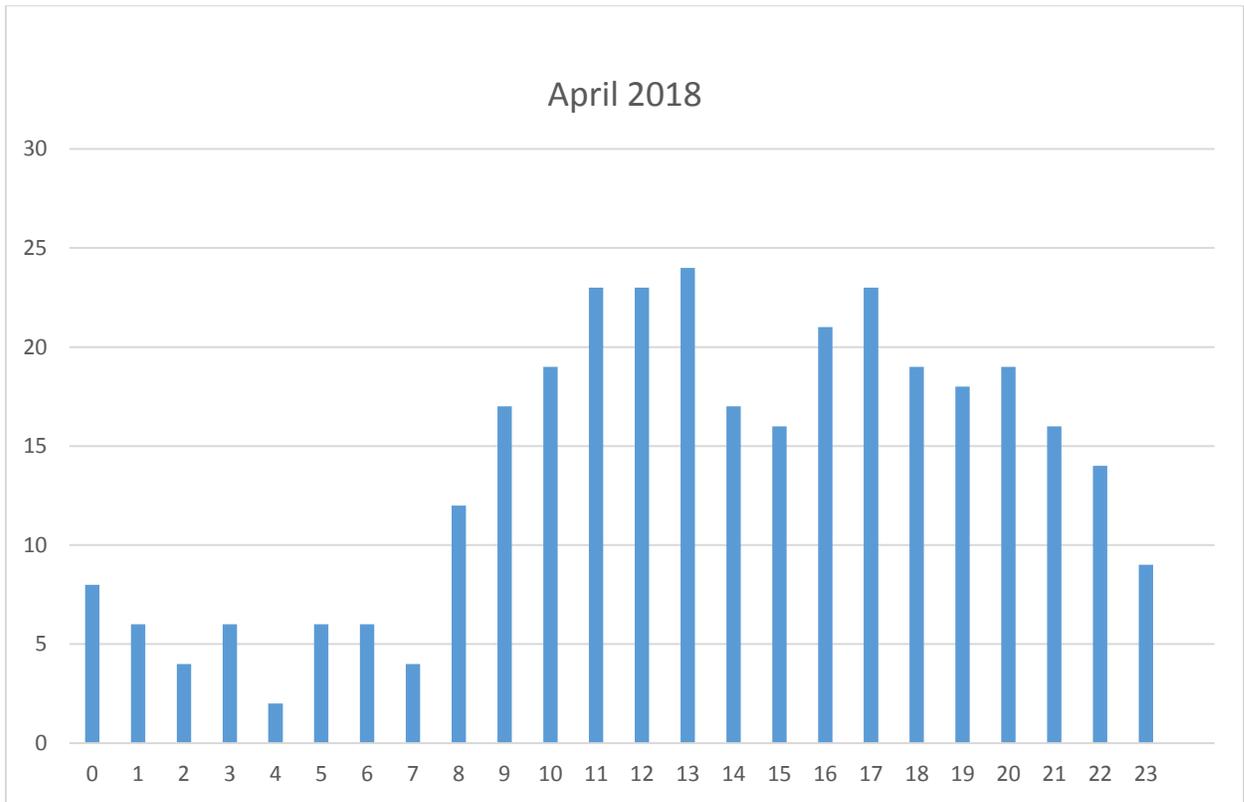
Deployment Measures

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

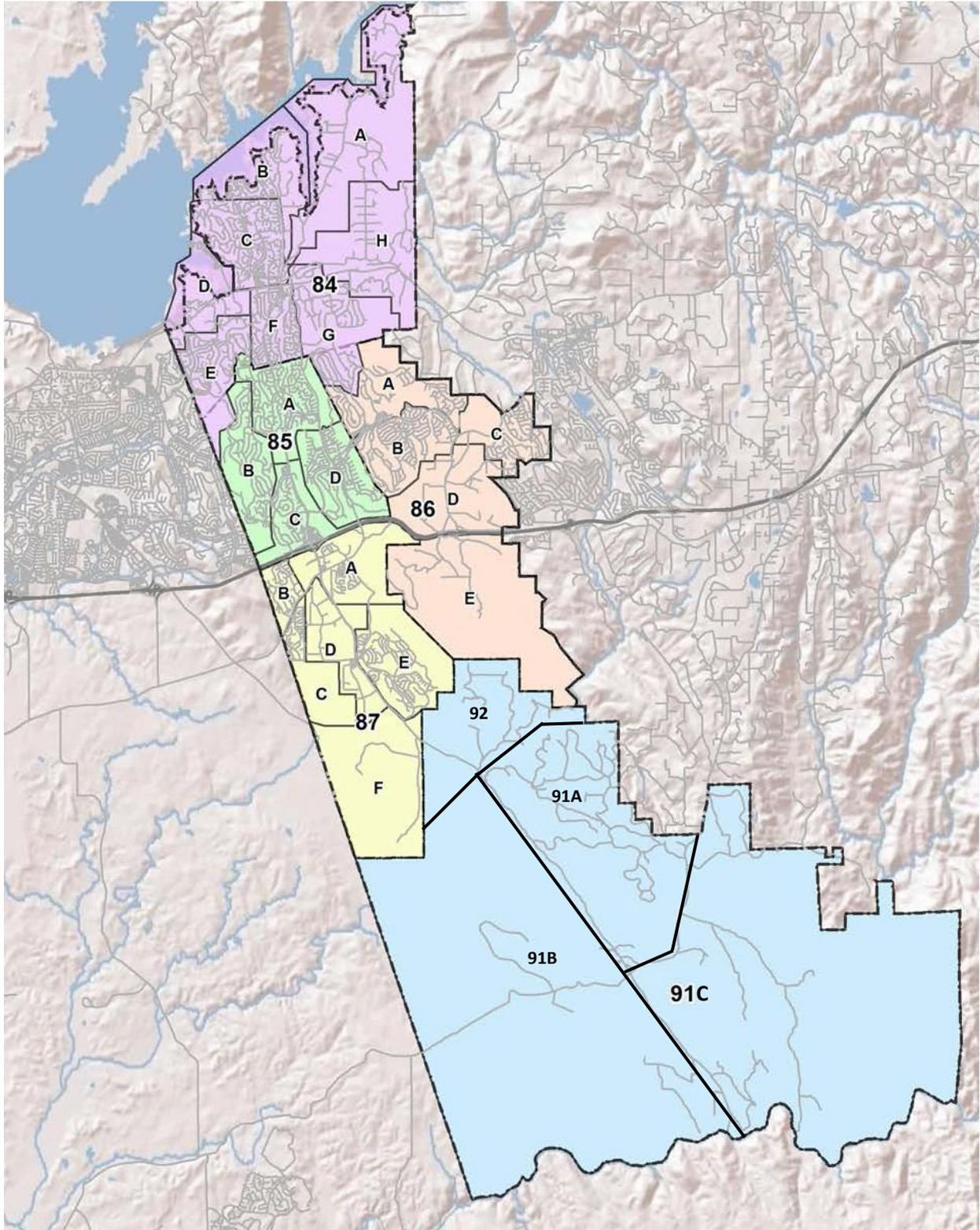
- Deployment Measure 1 - 911 Call Handling Time
- Deployment Measure 2 - Turnout Time
- Deployment Measure 3 - Travel Time
- Deployment Measure 4 - Total Response Time
- Deployment Measure 5 - Effective Response Force (Fire/Rescue Large Emergency)

INCIDENTS BY HOUR OF DAY

APRIL 2018



Hour of Day



El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Period Ending April 30, 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	276,916	282	0%	
3280 · Homeowners Tax Revenue	148,380	148,380	-	0%	
3320 · Supplemental Tax Revenue	251,098	268,188	17,090	7%	
3330 · Sacramento County Revenue	16,200	16,200	-	0%	
3335 · Latrobe Revenue					
3335.2 · Latrobe Special Tax	36,840	36,840	-	0%	
3335.3 · Latrobe Base Transfer	180,000	500,000	320,000	178%	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	17,210,628	434,553	103%	
3505 · Misc. Revenue, Vacant Lot	-	2,387.00	2,387.00	0%	
3506 · Misc. Revenue, Fire Prev. Fees	70,000	76,035	6,035	9%	
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	187,659	107,659	135%	Higher interest rates than budgeted
3510 · Misc. Operating Revenue - Other	20,000	39,714	19,714	99%	Workers' compensation reimbursements
Total 3510 · Misc. Operating Revenue	1,714,057	1,857,539	143,483	108%	
Total Operating Revenue	\$ 18,560,131	\$ 19,144,202	\$ 584,071	103%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
 For the Period Ending April 30, 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	2,177,377	(322,623)	-13%	
3561 · Development Fee Interest	-	77,462	77,462	100%	
Total 3550 · Development Fee	2,500,000	2,254,840	(245,160)	-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	\$ 22,153,802	\$ 1,093,670	105%	
Expenditures					
6000 · Salaries & Wages					
6001 · Salaries & Wages, Fire	5,931,801	5,764,957	166,845	3%	Vacant positions offset by OT below
6011 · Education/Longevity Pay	484,081	444,237	39,844	8%	Vacant positions offset by OT below
6016 · Salaries & Wages, Admin/Prev	643,697	607,045	36,652	6%	
6017 · Volunteer Pay	-	-	-	0%	
6018 · Director Pay	17,850	15,995	1,855	10%	
6019 · Overtime					
6019.1 · Overtime, Operational	1,561,587	1,931,672	(370,085)	-24%	
6019.2 · Overtime, Outside Aid	480,000	443,307	36,693	8%	
6019.3 · Overtime, JPA	155,479	198,643	(43,164)	-28%	
Total 6019 · Overtime	2,197,066	2,573,622	(376,556)	-17%	Vacant positions/Long-term vacancies partially offset by savings in salaries & wages above
6020 · P.E.R.S. Retirement	2,293,349	2,317,953	(24,604)	-1%	
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	1,397,644	46,631	3%	Vacant positions offset by OT above
6033 · Disability Insurance	16,758	16,568	190	1%	
6034 · Health Cost of Retirees	881,479	891,340	(9,861)	-1%	
6040 · Dental/Vision Expense	177,960	175,565	2,395	1%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
 For the Period Ending April 30, 2018



	FINAL Full Year Budget FY17/18	Full Year Forecast June 30, 2018	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6050 · Unemployment Insurance	14,490	13,818	672	5%	
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	133,889	953	1%	
Total 6000 · Salaries & Wages	15,162,941	15,380,727	(217,787)	-1%	
6100 · Clothing & Personal Supplies					
6101 · Uniform Allowance	52,800	49,437	3,363	6%	
6102 · Other Clothing & Personal Supplies	47,683	48,200	(518)	-1%	
Total 6100 · Clothing & Personal Supplies	100,483	97,637	2,846	3%	
6110 · Network/Communications					
6111 · Telecommunications	50,544	42,976	7,568	15%	
6112 · Dispatch Services	50,000	59,311	(9,311)	-19%	
6113 · Network/Connectivity	41,225	39,894	1,331	3%	
Total 6110 · Communications	141,769	142,182	(413)	0%	
6120 · Housekeeping	35,268	38,258	(2,990)	-8%	
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	38,779	(16,988)	-78%	
6142 · Parts & Supplies	22,209	25,705	(3,497)	-16%	
6143 · Outside Work	118,167	117,824	343	0%	
6144 · Equipment Maintenance	37,308	26,711	10,598	28%	
6145 · Radio Maintenance	24,279	15,897	8,382	35%	
Total 6140 · Maintenance of Equipment	223,754	224,916	(1,163)	-1%	
6150 · Maintenance, Structures & Ground	98,364	99,003	(639)	-1%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Period Ending April 30, 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	12,353	302	2%	
6180 · Miscellaneous		-			
6181 · Miscellaneous	3,352	3,034	319	10%	
6182 · Honor Guard	3,562	3,310	252	7%	
6183 · Explorer Program	2,095	6,132	(4,036)	-193%	
6184 · Pipes and Drums	-	-	-	0%	
Total 6180 · Miscellaneous	9,010	12,476	(3,466)	-38%	
6190 · Office Supplies	20,739	20,032	707	3%	
6200 · Professional Services					
6201 · Audit	13,050	12,650	400	3%	
6202 · Legal/Human Resources	161,673	284,555	(122,882)	-76%	Pending legal matters
6203 · Notices	2,514	1,567	947	38%	
6204 · Other Professional Services	135,397	123,291	12,106	9%	
6205 · Elections/Tax Administration	-	-	-	0%	
6206 · Public Relations	3,042	2,272	770	25%	
Total 6200 · Professional Services	315,676	424,335	(108,659)	-34%	
6210 · Information Technology					
6211 · Software Licenses/Subscriptions	71,501	55,939	15,562	22%	Savings on Firehouse, Admin Timekeeping System and Fixed Assets Tracking software
6212 · IT Support/Implementation	118,496	116,802	1,694	1%	
Total 6210 · Information Technology	189,997	172,741	17,256	9%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Period Ending April 30, 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	11,403	3,307	22%	
6222 · Solar Lease	66,936	65,955	981	1%	
Total 6220 · Rents and Leases	81,646	77,358	4,288	5%	
6230 · Small Tools and Supplies	78,108	48,810	29,298	38%	Purchased less hose than budgeted
6240 · Special Expenses		-			
6241 · Training	148,981	84,946	64,035	43%	Timing delay in training
6242 · Fire Prevention	64,280	54,703	9,577	15%	
6243 · Licenses	-	10	(10)	100%	
6244 · Directors' Training & Travel	-	-	-	0%	
Total 6240 · Special Expenses	213,261	139,658	73,602	35%	
6250 · Transportation and Travel					
6251 · Fuel and Oil	62,000	61,783	217	0%	
6252 · Travel	25,200	19,659	5,541	22%	Timing delay in training
6253 · Meals & Refreshments	22,680	18,114	4,566	20%	Timing delay in training
Total 6250 · Transportation and Travel	109,880	99,556	10,324	9%	
6260 · Utilities					
6261 · Electricity	16,872	16,523	349	2%	
6262 · Natural Gas/Propane	25,000	21,360	3,640	15%	
6263 · Water/Sewer	16,000	19,858	(3,858)	-24%	
Total 6260 · Utilities	57,872	57,740	132	0%	
Total Operating Expenditures	\$ 16,912,288	\$ 17,103,978	\$ (191,690)	-1%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Period Ending April 30, 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	\$ 2,040,225	\$ 392,381	24%	Favorable Latrobe base transfer; Tax admin fee; Interest
6560 · Pension/OPEB UAL Lump Sum Payment	1,450,000	1,450,000	-	0%	
6720 · Fixed Assets	2,989,298	624,076	2,365,222	79%	Budgeted \$1.75M in training center expenditures (spent \$117k to date); Type I Engine delay to 2018/19 (\$740k)
Total Expenditures	\$ 21,351,586	\$ 19,178,054	\$ 2,173,532	10%	
Total Revenue - Total Expense	\$ (291,455)	\$ 2,975,748	\$ 3,267,203		
Less: Development Fee Revenue	(2,500,000)	(2,254,840)	245,160		
Add: Development Fee Qualified Expenditures	1,970,000	476,384	(1,493,616)		
Add: Fixed Assets Funded by CRF	1,019,298	147,692	(871,606)		
Less: Transfer to Capital Replacement Fund	(850,000)	(850,000)	-		
Total Revenue - Total Expense (General Fund)	\$ (652,157)	\$ 494,985	\$ 1,147,141		Operating Revenue (\$584k); Sale of 87 Land Parcel (\$752k)

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:	1,792,391
Pension/OPEB Lump Sum Payment:	1,600,000
Fixed Assets:	
Structures and Improvements	11,760
Equipment	1,761,700
	<hr/>
Total Budget Requirements:	\$20,677,328

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 17th day of May, 2018, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

Greg Durante, President

ATTEST:

Jessica Braddock, Board Secretary

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	-	756,285	1,017,175	1,773,460
Total Expenditures	\$ 18,903,868	\$ 756,285	\$ 1,017,175	\$ 20,677,328
Revenue Less Expenditures	\$ 878,492	\$ (756,285)	\$ 982,825	\$ 1,105,032
Reserve Fund Transfer Summary:				
Beginning Balance, 6/30/2018 (FORECAST)	\$ 13,957,935	\$ 3,788,843	\$ 8,330,693	\$ 26,077,471
Transfer to/(from) General Reserve Fund	878,492	850,000	-	1,728,492
Transfer to/(from) Capital Replacement Fund	(850,000)	(756,285)	-	(1,606,285)
Transfer to/(from) Development Fee Fund	-	-	982,825	982,825
Total Increase/(Decrease) in Reserve Balances	28,492	93,715	982,825	1,105,032
Ending Balance, 6/30/2019 (PROJECTED)	\$ 13,986,427	\$ 3,882,558	\$ 9,313,518	\$ 27,182,502

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%	
3280 · Homeowners Tax Revenue	156,541	148,380	8,161	5.5%	Assumes 5.5% estimated increase in property tax revenue from 2017/18 forecast
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 Estimated 15% increase from actual 2017/18 fee
3340 · Property Tax Administration Fee	(353,953)	(404,964)	51,011	-12.6%	
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	1,773,460	470,935	27%	
Total Expenditures	\$ 13,918,265	\$ 18,820,838	\$ 18,790,237	\$ 17,276,794	\$ 19,638,670	\$ 20,677,328	\$ 1,038,658	5%	
Total Revenue - Total Expenditures	\$ 921,723	\$ (1,682,207)	\$ 515,042	\$ 3,255,930	\$ 2,637,495	\$ 1,105,032	\$ (1,532,463)		
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	1,017,175			
Total Revenue - Total Expenditures Net of Development Fees	\$ (220,899)	\$ (1,615,575)	\$ (1,185,674)	\$ 356,238	\$ 797,192	\$ 122,207			

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	13,957,935	13,986,427
Capital Replacement Reserve Fund	5,296,672	4,829,631	4,245,134	3,826,024	3,052,680	3,788,843	3,882,558
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	17,746,778	17,868,984
Development Fee Reserve Fund	-	1,141,621	1,191,898	3,697,119	6,682,221*	8,330,693	9,313,518
Total Reserve Fund Balances	\$ 19,778,789	\$ 20,700,511	\$ 19,277,905	\$ 19,792,177	\$ 23,048,107	\$ 26,077,471	\$ 27,182,502

* 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)	551,250	198,750	750,000
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	Sta 91 Generator/Sta 87 Door Phone	3,760	8,000	11,760
Bullard TIC	Replace Broken T4	7,000	-	7,000
TOTAL		\$ 756,285	\$ 1,017,175	\$ 1,773,460

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.)

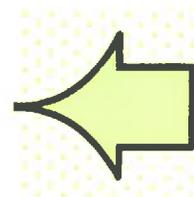
[SIGNATURES APPEAR ON NEXT PAGE]

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.

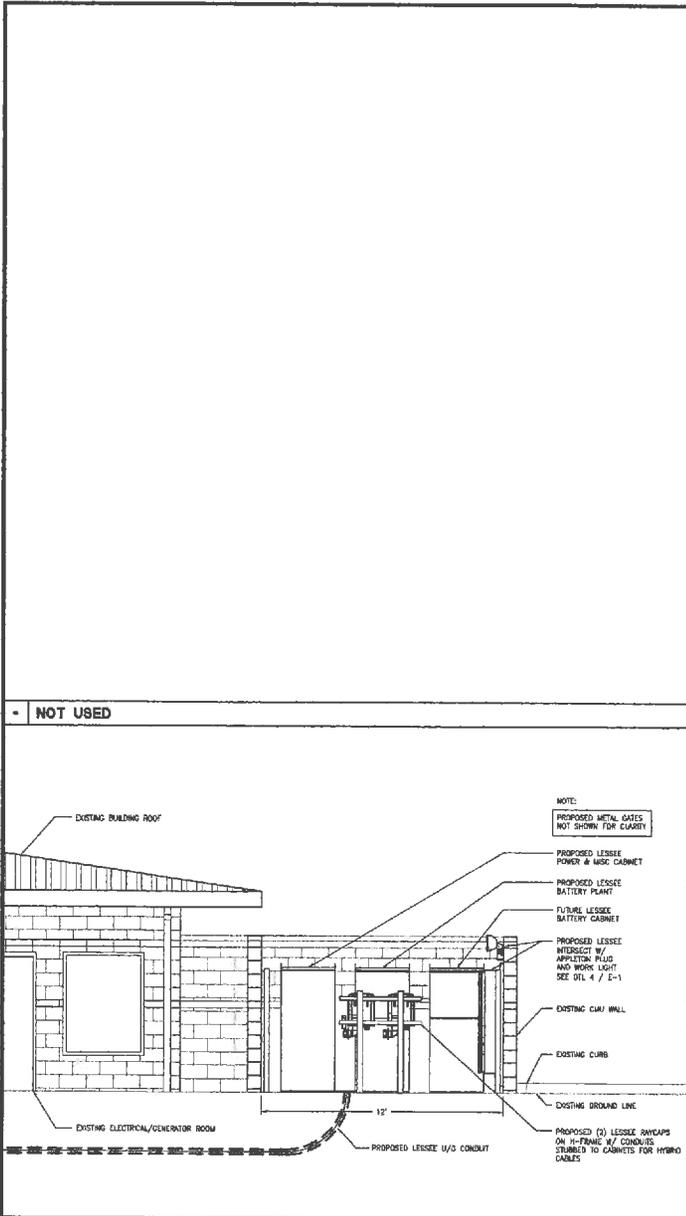
APN: 121-040-25-100

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.

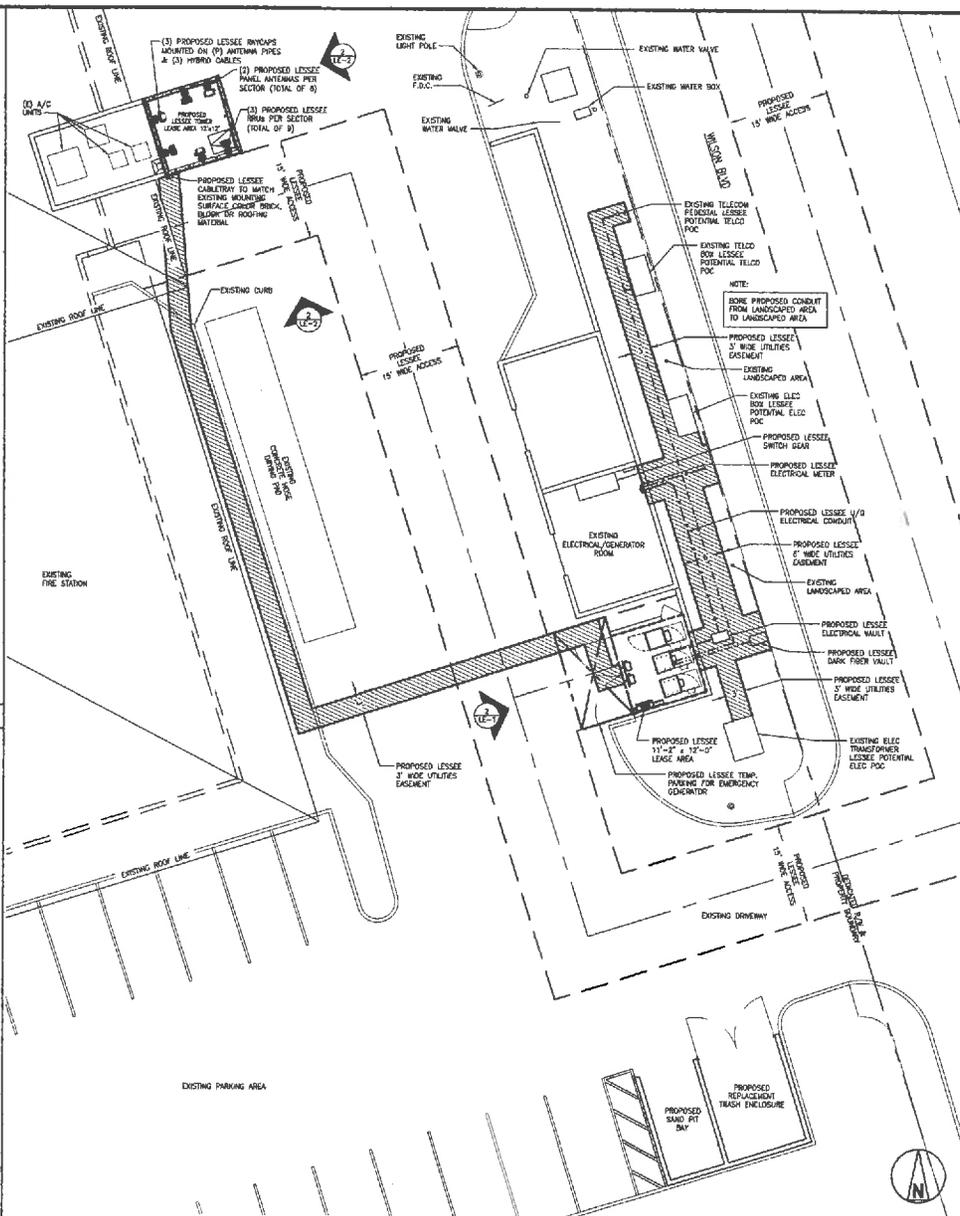
EXHIBIT B
DEPICTION OF THE PREMISES

[See Attachment]



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: (725) 374-5075
 FAX: (725) 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:

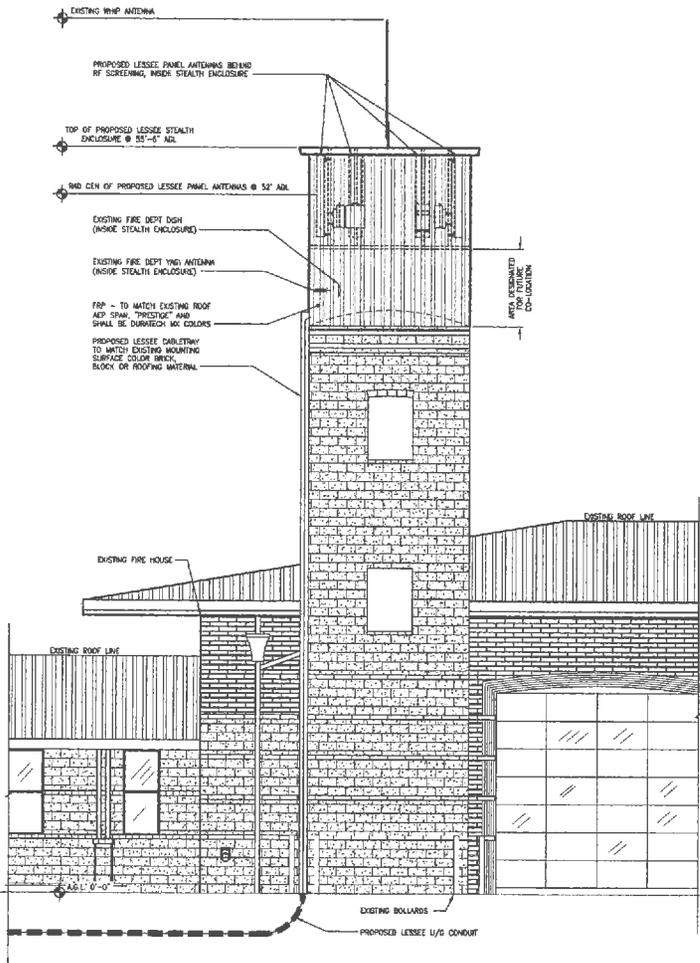
PROJECT NO:	PSL252898	
DRAWN BY:	R. MONTANEZ	
CHECKED BY:	SAL MTZ JR	
NO	DATE	ISSUE
1	06.05.17	LEASE EXHIBIT
2	06.05.17	80% ZONING
3	06.16.17	90% ZONING
4	07.25.17	90% ZONING
5	10.04.17	80% ZD FNL REDS
6	01.04.18	100% ZDs

LEASE EXHIBIT "B"
ELEVATIONS

SHEET NUMBER

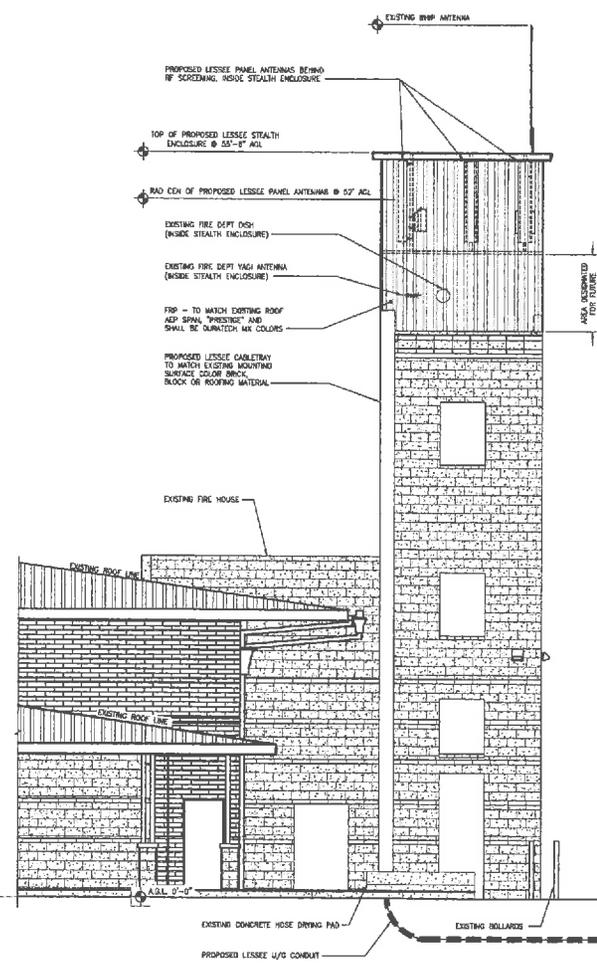
LE-2

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**

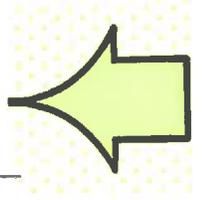
This Memorandum of Lease is entered into on this ____ day of _____, 2018, by and between El Dorado Hills County Water District, a county water district, having a mailing address of 1050 Wilson Blvd., El Dorado Hills, CA 95762 (hereinafter referred to as "**Landlord**") and Cellco Partnership, d/b/a Verizon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

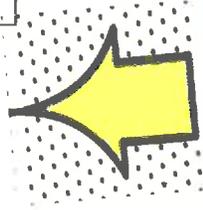
Cellco Partnership
d/b/a Verizon Wireless

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)

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

EL DORADO HILLS COUNTY WATER DISTRICT

**RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. 2018-05

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Directors of the El Dorado Hills County Water District entered into a contract effective on October 1, 1978 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this _____ day of _____, _____.

Presiding Officer

Attest:

Clerk/Secretary



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
EL DORADO HILLS COUNTY WATER DISTRICT

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

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



Lake Forest Elementary PTC • 240 Salsbury Drive • El Dorado Hills, CA 95762

April 2018

Dear EDH Fire Dept.,

The Lake Forest PTC would like to thank you for your donation in support of our 14th annual Lake Forest Elementary Auction Dinner Dance on March 10, 2018. Thanks to your generosity, we were able to raise much needed funds for our school.

Item(s) Donated: Jr Firefighter Program

Donor's Estimated Value: Priceless

All donations will be used to support numerous school programs that would not otherwise be possible. Programs include character education, campus improvements, visual and performing arts, field trips, classroom support, reading and math intervention, equipment for science education, and so much more.

Lake Forest Parent Teacher Club is a non-profit 501(c)(3) organization. Our Federal Tax ID number is 94-3206130. No goods or services were provided in exchange for your contribution. Please keep this letter as proof of your donation.

On behalf of all the students and teachers at Lake Forest Elementary School who directly benefit from your support, thank you again for your generosity.

With appreciation,

A handwritten signature in blue ink that reads "Rebecca Gebo".

Rebecca Gebo, President

Lake Forest PTC

rebeccalourenco@hotmail.com



A Totally 80's PROM NIGHT & Auction

The Madera Family



KUMON

Monkey Glue Lighting

DATWYLER
ORTHODONTICS
THE DENTIST ARCHITECT



MARTELL | O'NEAL

kw KELLER WILLIAMS REALTY
WWW.MARTELLONEAL.COM



Mercedes Benz
of El Dorado Hills

one2one
DENTAL



DIGNITY
MEDICAL AESTHETICS, INC.



Thank You THAT WAS RAD!

Thank you for making for the PTC's biggest **FUN**draiser of the year a huge success!

Thanks to the generosity of the many businesses, families, volunteers, teachers and staff who donated their time, money, products and talents; PTC raised **nearly \$42,000** at our Totally 80's Prom Night & Auction and Basket Raffle! Please take a moment to check out some of our donors (back of this page) and be sure to thank those who contributed. Local businesses have always been huge partners for our school, so please go out and use the services of the companies that contributed and make sure to let them know you appreciate their support!

Every dollar generated helps bridge the gap between the public funding our school receives and the true cost of the educational experience we all want for our children. These crucial funds help support programs like our new JPD Art Curriculum (launching next year), campus beautification, character education assemblies, classroom supplies, field trip support, hospitality for families and staff, math and reading intervention programs, music show choir, annual dance performance, playground and sports equipment, science equipment and so much more!

Lake Forest PTC would simply like to say **THANK YOU** to everyone who made the Totally 80's Prom Night & Auction and Basket Raffle such an awesome success!





April 17, 2018

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

Dear El Dorado Hills Fire Department:

The Jackson Elementary PTO Board and the Totally Awesome Gala Committee express their deepest appreciation for your donation of the auction item(s):

- Junior Firefighter for the Day
\$100.00

Total: \$100.00

Your donation was sold at Giving Gala 2018 on March 3, 2018. We sincerely thank you for your support in providing curriculum and enrichment programs that lead to higher academic performance at Jackson Elementary School. Collaboration with local businesses is essential in giving children the high quality educational opportunities they deserve. We have encouraged our parent community to support you in the same way you have supported our children.

Over the past 10 years, schools like Jackson have endured educational budget cuts. Despite these difficult economic times, you and other local businesses stepped up to make a difference.

Your contributions helped make our Gala a total success. The Totally Awesome Gala event alone raised over \$95,000!

Thank you for supporting our community's most important asset ... our children!

Sincerely,

Jamie Shaieb
Kate Graves-Mercado
Co-Presidents, Jackson Elementary School PTO

Please retain this receipt with your tax records.

Jackson Elementary PTO Tax ID #: 91-1816260



April 4, 2018

Dave Roberts, Fire Chief
El Dorado hills Fire District
1050 Wilson Boulevard
El Dorado Hills, Ca. 95762

Dear Chief,

I would like to thank you and bring to your attention the actions of members of your department. On February 10, 2018, I fell in my backyard from a height of twenty feet. Engine 86 (Captain Ali) and a medic unit responded to my home. Their actions were timely, professional, and efficient in providing my care. Both the engine and medic crew kept my wife calm and I was transported to UC Davis Medical Center. The engine crew then proceeded to provide superior customer service by removing the scaffolding (that I was standing on) that had fallen into my pool. Please share with these firefighters my deepest gratitude for their outstanding service.

Sincerely,