

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
SEVEN HUNDRED EIGHTY FOURTH MEETING
Thursday, September 20, 2018
5:30 p.m. (Note Special Start Time)
(1050 Wilson Blvd., El Dorado Hills, CA)

- I. Call to Order, Pledge of Allegiance and Recess to Closed Session
- II. Closed Session Items
 - A. Closed Session pursuant to Government Code Section 54956.9(D)(1):
Conference with legal counsel regarding existing litigation; LisaMarie Mason v. El Dorado Hills County Water District, et. al.; United States District Court Case No. 2:18-cv-00223-MCE-AC
 - B. Closed Session Pursuant to Government Code Section 54956.9(D)(1):
Conference with legal counsel regarding existing litigation; Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633

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

- III. Presentation
 - A. "Certificate of meritorious achievement (emergency)" for Firefighter Greg Hartman
- IV. 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 783rd Board meeting held August 16, 2018
 - B. Approve Financial Statements for August 2018

End Consent Calendar

- V. 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.
- VI. Correspondence
- VII. Attorney Items
- VIII. Committee Reports
 - A. Administrative Committee (Directors Durante and Hus)
 - B. Finance Committee (Directors Giraudo and Hus)
 - C. Ad Hoc Committee Reports
 - 1. Strategic Planning Committee (Directors Hus and Winn)
 - 2. Communications Committee (Directors Durante and Winn)
 - 3. Training Facility Committee (Directors Hartley and Durante)

4. Fire Chief Recruitment Committee (Directors Hartley and Hus)

IX. Operations Report

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

X. Fiscal Items

- A. Public Hearing: Review and approve Resolution 2018-10, approving the Final Budget for fiscal year 2018/19 and authorize expenditures from Reserve Funds
- B. Review change in Pension Funded Status

XI. New Business

- A. Review and approve the District's Conflict of Interest Code Resolution 2018-14
- B. Review and approve Department surplus items
- C. Review and approve purchase of Mobile Data Computers
- D. Review and approve Resolution of Intention 2018-11 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
- E. Review and approve Resolution 2018-12 adopting the Public Service Recognition Policy
- F. Approve strike team reimbursements for Deputy Chief's Lilienthal and Brady

XII. Old Business

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

XIII. Oral Communications

- A. Directors
 - 1. Reschedule December Board of Directors meeting
- B. Staff
- C. Schedule upcoming committee meetings

XIV. Adjournment

*Director Jim Hartley will be attending via teleconference from:
3699 Loma Vista Road
Ventura, CA 93003*

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 EIGHTY THIRD MEETING OF THE BOARD OF DIRECTORS

Thursday, August 16, 2018

5:30 p.m.

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

Meeting convened at 5:30 for Closed Session and reconvened to open session at 6:00 p.m. No action was taken in closed session.

I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND RECESS TO CLOSED SESSION

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

II. CLOSED SESSION ITEMS

- A. **Closed Session pursuant to Government Code Section 54956.9: Conference with legal counsel regarding existing litigation; LisaMarie Mason v. El Dorado Hills County Water District, et. al.; United States District Court Case No. 2:18-cv-00223-MCE-AC**
- B. **Closed Session Pursuant to Government Code Section 54956.9(D)(1): Conference with legal counsel regarding pending litigation; Thomas and Helen Austin v. The County of El Dorado, et. al.; El Dorado County Superior Court Case No. 21050633**
- C. **Closed Session Pursuant to Government Code Section 54957(b)(1); Consideration of public employee appointment/employment; Positions under consideration: Fire Chief (Permanent); Review of Required Qualifications and Certifications**

III. PRESENTATION

- A. **Recognition of Years of Service and Promotions** – Chief Keating recognized the promotions of Captain/Paramedic Jason Smith, Captain/Paramedic Brian Wilkey, Engineer/Paramedic Rob Austerman. Additionally, he recognized Battalion Chief John Johnston for 20 years of service, Captain Dave Merino for 25 years of service, Captain Tom Anselmo for 20 years of service, and Captain Hank Ferlini for 20 years of service.

IV. CONSENT CALENDAR

- A. **Approve Minutes of the 782nd Board meeting held July 19, 2018**
- B. **Approve Financial Statements for July 2018**

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

V. ORAL COMMUNICATIONS

- A. **EDH Professional Firefighters** – None
- B. **EDH Firefighters Association** – None
- C. **Public Comment** – None

VI. CORRESPONDENCE

- A. **El Dorado County LAFCO report regarding the ability for LAFCO to initiate a consolidation or dissolution**

VII. ATTORNEY ITEMS – None

VIII. COMMITTEE REPORTS

- A. **Administrative Committee (Directors Durante and Hus)** – No report.
- B. **Finance Committee (Directors Giraud and Hus)**
 - 1. **Update on the land parcel located at Heffren/Dodson in Latrobe, lot APN# 087-330-391** – Director of Finance Braddock reported that staff recommends soliciting brokers to value the land parcel located at Heffron/Dodson in Latrobe to be presented at the Finance Committee meeting.
- C. **Ad Hoc Committee Reports**
 - 1. **Strategic Planning Committee (Directors Hus and Winn)** – No report.
 - 2. **Communications Committee (Directors Durante and Winn)** – No report.
 - 3. **Training Facility Committee (Directors Hartley and Durante)** – No report.
 - 4. **Fire Chief Recruitment Committee (Directors Hartley and Hus)** – Chief Keating stated that the application deadline is September 4 and he anticipates needing to schedule a special meeting to review the applications.

IX. OPERATIONS REPORT

- A. **Operations Report (Receive and file)** – Chief Keating presented a summary of the fire season and casualties to date.
- B. **Review and update regarding Joint Powers Authority** – No report.

X. FISCAL ITEMS

- A. **Review and discuss financial statement audit progress, feedback, and communications with President Durante** – Director of Finance Braddock stated that Richardson and Company completed their interim fieldwork and will be back at the end of August to complete the regular fieldwork with a goal of presenting the final audit to the Board in October or November.
- B. **Review and approve the Capital Asset policy effective June 30, 2018** – Director of Finance Braddock presented a new Capital Asset Policy. She summarized the policy and asked that the Board approve it effective June 30, 2018.

Director Hus made a motion to approve the Capital Asset policy effective June 30, 2018, seconded by Director Girauo, and unanimously carried.

- C. **Review and approve 2017-18 Capital Asset write-offs** – Director of Finance Braddock stated that based on the approved Capital Asset Policy, there is a list of items to write off that she is recommending for Board approval. She explained that the total write-off expense will be \$202,000 for fiscal year 17/18.

Director Girauo made a motion to approve 2017-18 Capital Asset write-offs, seconded by Director Hus, and unanimously carried.

XI. NEW BUSINESS

- A. **Review proposed updates to the District's Conflict of Interest Code** – Director of Finance Braddock presented the revised Conflict of Interest Code to be approved at the September Board meeting.
- B. **Review and approve replacement of Fire Prevention Staff Utility Vehicle** – Chief Keating stated that Staff is recommending the replacement of the Fire Prevention Staff Utility Vehicle per the apparatus replacement schedule.

Director Hartley made a motion to approve replacement of Fire Prevention Staff Utility Vehicle not to exceed \$35,000, seconded by Director Girauo, and unanimously carried.

XII. OLD BUSINESS

- A. **Review and approve Verizon Cell Phone Tower contract for Station 85** – Continued to September meeting.

XIII. ORAL COMMUNICATIONS

- A. **Directors** – Director Hus announced that he will not be running for the Board again. Director Hartley acknowledged all the work that goes into the statewide mutual aid system and Director Girauo recognized the firefighters and their families going on strike teams. Director Durante thanked Chief Keating for his work and taking care of the crews through the busy fire season.
- B. **Staff** – Chief Keating announced the temporary appointments of Dave Brady to

Deputy Chief and Brenton Warren to Battalion Chief.

- C. **Schedule upcoming committee meetings** – No committee meetings scheduled at this time.

XIV. ADJOURNMENT

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

The meeting adjourned at 6:44 p.m.

Approved:

Jessica Braddock, Board Secretary

Greg Durante, President

DRAFT

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



	PRELIMINARY Full Year Budget FY17/18	Actual August 2018	Actual YTD August 31, 2018	Variance YTD Actual to Full Year Budget	(Target 16.7%) YTD Actual % of Full Year Budget	Notes/Comments
Revenue						
3240 · Tax Revenue						
3260 · Secured Tax Revenue	17,166,841			(17,166,841)		} Timing of property tax collection. No entries booked by the County for 2018-19
3270 · Unsecured Tax Revenue	292,232			(292,232)		
3280 · Homeowners Tax Revenue	156,541			(156,541)		
3320 · Supplemental Tax Revenue	252,000			(252,000)		
3330 · Sacramento County Revenue	17,091	396	396	(16,695)		
3335 · Latrobe Revenue				-		
3335.2 · Latrobe Special Tax	36,840			(36,840)		Timing of collection
3335.3 · Latrobe Base Transfer	256,000			(256,000)		
3340 · Property Tax Administration Fee	(353,953)			353,953		Not yet charged by County
Total 3240 · Tax Revenue	17,823,591	396	396	(17,823,195)	0%	
3505 · Misc. Revenue, Vacant Lot	-	(10,455)	(25,615)	(25,615)	0%	Timing of collection
3506 · Misc. Revenue, Fire Prev. Fees	75,000	2,344	5,922	(69,078)	8%	Timing of collection
3510 · Misc. Operating Revenue						
3512 · JPA Revenue	1,150,000	191,667	191,667	(958,333)	17%	
3513 · Rental Income (Cell site)	25,200	2,100	4,200	(21,000)	17%	
3515 · OES/Mutual Aid Reimbursement	525,000	154,029	158,016	(366,984)	30%	Timing of OES billing/Strike Team Season
3520 · Interest Earned	160,000	-	-	(160,000)	0%	Timing of interest collection
3510 · Misc. Operating Revenue - Other	20,000	1,301	1,301	(18,699)	7%	
Total 3510 · Misc. Operating Revenue	1,880,200	349,096	355,183	(1,525,017)	19%	
Total Operating Revenue	\$ 19,778,791	\$ 341,382	\$ 335,886	\$ (19,442,905)	2%	
3550 · Development Fee						
3560 · Development Fee Revenue	2,000,000	-	-	(2,000,000)	0%	} Timing of collection. No entries booked by the County for 2018-19
3561 · Development Fee Interest	-	-	-	-	0%	
Total 3550 · Development Fee	2,000,000	-	-	(2,000,000)	0%	
3570 · Proceeds from Sale of Assets	-	-	-	-	0%	
Total Revenue	\$ 21,778,791	\$ 341,382	\$ 335,886	\$ (21,442,905)	2%	

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



	PRELIMINARY Full Year Budget FY17/18	Actual August 2018	Actual YTD August 31, 2018	Variance YTD Actual to Full Year Budget	(Target 16.7%) YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	6,243,614	683,922	965,467	5,278,147	15%	
6011 · Education/Longevity Pay	464,497	50,405	69,510	394,988	15%	
6016 · Salaries & Wages, Admin/Prev	697,794	71,927	101,649	596,144	15%	
6017 · Volunteer Pay	10,000	-	-	10,000	0%	
6018 · Director Pay	17,850	500	500	17,350	3%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,463,690	293,005	403,531	1,060,159	28%	
6019.2 · Overtime, Outside Aid	450,000	118,180	118,180	331,820	26%	Timing of strike team season
6019.3 · Overtime, JPA	115,832	46,653	59,488	56,343	51%	Timing of strike team season
Total 6019 · Overtime	2,029,522	457,838	581,199	1,448,323	29%	
6020 · P.E.R.S. Retirement	2,524,968	188,976	1,166,942	1,358,026	46%	Annual required lump sum payments made in July (\$845k)
6030 · Workers Compensation	659,027	46,748	93,496	565,531	14%	
6031 · Life Insurance	6,607	494	988	5,619	15%	
6032 · P.E.R.S. Health Benefits	1,467,105	125,676	245,740	1,221,364	17%	
6033 · Disability Insurance	17,346	1,470	2,915	14,431	17%	
6034 · Health Cost of Retirees	930,028	51,435	399,835	530,192	43%	Annual required lump sum payment made in July (\$300k)
6040 · Dental/Vision Expense	191,160	19,714	32,757	158,403	17%	
6050 · Unemployment Insurance	14,490	-	-	14,490	0%	
6070 · Medicare	137,469	17,733	24,302	113,167	18%	
Total 6000 · Salaries & Wages	15,411,477	1,716,839	3,685,302	11,726,175	24%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	55,200	333	25,133	30,067	46%	Semi-annual uniform allowance paid in July
6102 · Other Clothing & Personal Supplies	64,268	9,028	10,963	53,305	17%	
Total 6100 · Clothing & Personal Supplies	119,468	9,362	36,096	83,372	30%	

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



	PRELIMINARY Full Year Budget FY17/18	Actual August 2018	Actual YTD August 31, 2018	Variance YTD Actual to Full Year Budget	(Target 16.7%) YTD Actual % of Full Year Budget	Notes/Comments
6110 · Network/Communications						
6111 · Telecommunications	42,357	2,081	2,120	40,237	5%	
6112 · Dispatch Services	60,000	-	-	60,000	0%	Dispatch services billed quarterly.
6113 · Network/Connectivity	50,012	3,337	6,673	43,338	13%	
Total 6110 · Communications	152,369	5,418	8,793	143,576	6%	
6120 · Housekeeping	37,960	770	4,047	33,913	11%	
6130 · Insurance						
6131 · General Insurance	55,000	-	-	55,000	0%	Annual insurance premium paid in October
Total 6130 · Insurance	55,000	-	-	55,000	0%	
6140 · Maintenance of Equipment						
6141 · Tires	25,000	-	-	25,000	0%	
6142 · Parts & Supplies	20,000	10,348	10,697	9,303	53%	
6143 · Outside Work	130,000	20,686	25,516	104,484	20%	
6144 · Equipment Maintenance	41,753	147	1,253	40,500	3%	
6145 · Radio Maintenance	43,696	605	605	43,091	1%	
Total 6140 · Maintenance of Equipment	260,449	31,785	38,070	222,379	15%	
6150 · Maintenance, Structures & Ground	99,739	14,213	16,136	83,603	16%	
6160 · Medical Supplies						
6161 · Medical Supplies	5,000	403	2,505	2,495	50%	
Total 6160 · Medical Supplies	5,000	403	2,505	2,495	50%	
6170 · Dues and Subscriptions	12,610	1,280	1,747	10,863	14%	
6180 · Miscellaneous						
6181 · Miscellaneous	3,500	-	72	3,428	2%	
6182 · Honor Guard	5,000	-	-	5,000	0%	
6183 · Explorer Program	2,000	-	-	2,000	0%	
6184 · Pipes and Drums	-	-	-	-	0%	
Total 6180 · Miscellaneous	10,500	-	72	10,428	1%	
6190 · Office Supplies	20,109	1,772	2,887	17,222	14%	

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



	PRELIMINARY Full Year Budget FY17/18	Actual August 2018	Actual YTD August 31, 2018	Variance YTD Actual to Full Year Budget	(Target 16.7%) YTD Actual % of Full Year Budget	Notes/Comments
6200 · Professional Services						
6201 · Audit	15,900	-	-	15,900	0%	
6202 · Legal/Human Resources	193,250	6,696	19,798	173,452	10%	
6203 · Notices	2,500	-	-	2,500	0%	
6204 · Other Professional Services	93,363	44,833	46,632	46,730	50%	Captain Promotional Testing Services; Rescue Shared Services Agmt paid Aug-18
6205 · Elections/Tax Administration	25,000	-	-	25,000	0%	
6206 · Public Relations	2,566	-	-	2,566	0%	
Total 6200 · Professional Services	332,579	51,529	66,430	266,149	20%	
6210 · Information Technology						
6211 · Software Licenses/Subscriptions	63,850	1,463	16,465	47,385	26%	
6212 · IT Support/Implementation	118,000	8,599	8,599	109,401	7%	
6213 · IT Equipment	-	501	540	(540)	100%	
Total 6210 · Information Technology	181,850	10,562	25,603	156,247	14%	
6220 · Rents and Leases						
6221 · Facilities/Equipment Lease	-	-	-	-	0%	
6222 · Solar Lease	67,224	5,524	11,048	56,176	16%	
Total 6220 · Rents and Leases	67,224	5,524	11,048	56,176	16%	
6230 · Small Tools and Supplies	77,625	5,351	7,319	70,306	9%	
6240 · Special Expenses						
6241 · Training	145,107	4,069	5,002	140,105	3%	
6242 · Fire Prevention	51,982	(749)	(299)	52,281	-1%	
6243 · Licenses	-	84	84	(84)	100%	
Total 6240 · Special Expenses	197,089	3,404	4,787	192,301	2%	
6250 · Transportation and Travel						
6251 · Fuel and Oil	62,000	4,267	9,234	52,766	15%	
6252 · Travel	25,000	1,357	1,604	23,396	6%	
6253 · Meals & Refreshments	23,000	425	2,570	20,430	11%	
Total 6250 · Transportation and Travel	110,000	6,050	13,408	96,592	12%	

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



	PRELIMINARY Full Year Budget FY17/18	Actual August 2018	Actual YTD August 31, 2018	Variance YTD Actual to Full Year Budget	(Target 16.7%) YTD Actual % of Full Year Budget	Notes/Comments
6260 · Utilities						
6261 · Electricity	16,872	944	944	15,928	6%	
6262 · Natural Gas/Propane	20,000	221	221	19,779	1%	
6263 · Water/Sewer	20,000	2,986	2,986	17,014	15%	
Total 6260 · Utilities	56,872	4,151	4,151	52,721	7%	
Total Operating Expenditures	\$ 17,207,919	\$ 1,868,414	\$ 3,928,403	\$ 13,279,516	23%	
Operating Revenue - Operating Expenditures	\$ 2,570,872	\$ (1,527,032)	\$ (3,592,517)	\$ 6,163,390		
6560 · Pension/OPEB UAL Lump Sum Payment	1,600,000	-	-	1,600,000	0%	
6720 · Fixed Assets	1,993,460	728,793	730,289	1,263,171	37%	
Total Expenditures	\$ 20,801,379	\$ 2,597,206	\$ 4,658,692	\$ 16,142,687	22%	
Total Revenue - Total Expense	\$ 977,412	\$ (2,255,825)	\$ (4,322,806)	\$ (5,300,219)		
Less: Development Fee Revenue	(2,000,000)		-			
Add: Development Fee Qualified Expenditures	1,200,425		-			
Total Revenue - Total Expense Net of Dev Fees	\$ 177,837		\$ (4,322,806)			

El Dorado Hills Fire Department

9/12/2018 9:02 AM

Register: 1000 · Bank of America
 From 08/01/2018 through 08/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/01/2018	EFT	De Lage Landen Fin...	6190 · Office Supplies	Account # 988...	230.59	X		587,223.51
08/01/2018	EFT	Technology Credit C...	-split-	Aug-18	5,524.00	X		581,699.51
08/02/2018		Deposit	-split-	Deposit		X	423,236.08	1,004,935.59
08/02/2018	EFT	Nationwide Retireme...	-split-	PR18-8-1	20,639.91	X		984,295.68
08/02/2018	EFT	El Dorado Disposal S...	-split-	Jul 2018	585.68	X		983,710.00
08/02/2018	EFT	ADP (FSA)	-split-		384.62	X		983,325.38
08/02/2018	PR18-8-1		-split-	Total Payroll T...	69,180.37	X		914,145.01
08/02/2018	PR18-8-1		1000 · Bank of Americ...	Direct Deposit	253,563.62	X		660,581.39
08/02/2018	PR18-8-1		1000 · Bank of Americ...	Payroll Checks -		X		660,581.39
08/03/2018		Deposit	3330 · Sacramento Cou...	Sac County Pro...		X	396.28	660,977.67
08/06/2018	EFT	P.E.R.S. ING	-split-	PR18-8-1	2,816.59	X		658,161.08
08/06/2018	EFT	P.E.R.S. Retirement	-split-	PR18-8-1	80,350.55	X		577,810.53
08/06/2018	EFT	P. G. & E.	-split-		38.16	X		577,772.37
08/06/2018	EFT	P. G. & E.	-split-		407.52	X		577,364.85
08/08/2018	21535	7th Dimension, LLC	6212 · IT Support/Impl...	Inv # 180599	8,598.79	X		568,766.06
08/08/2018	21536	A-CHECK	-split-	Inv # 59-05555...	202.25	X		568,563.81
08/08/2018	21537	Aflac	2029 · Other Payable	Inv # 538807	209.44	X		568,354.37
08/08/2018	21538	Air Exchange	6150 · Maintenance,Str...	Invoice # 42746	749.68	X		567,604.69
08/08/2018	21539	Allstar Fire Equipme...	6102 · Other Clothing ...	Inv# 207912	40.22	X		567,564.47
08/08/2018	21540	Aramark	-split-		104.70	X		567,459.77
08/08/2018	21541	AT&T	-split-	Jul-18	274.36	X		567,185.41
08/08/2018	21542	Best Best & Krieger	6202 · Legal/Human R...	Inv # 827317	900.64	X		566,284.77
08/08/2018	21543	CA Assoc. of Profess...	6033 · Disability Insur...	AUGUST 2018	1,470.00	X		564,814.77
08/08/2018	21544	Cummins Pacific Sac...	6142 · Parts & Supplies	Invoice # 023-...	2,451.79	X		562,362.98
08/08/2018	21545	California Family Fit...	6204 · Other Professio...	Inv # 20072018	79.99	X		562,282.99
08/08/2018	21546	Caltronics Business ...	2029 · Other Payable	Inv# 2553052	277.75	X		562,005.24
08/08/2018	21547	El Dorado County E...	6204 · Other Professio...	Permitting App...	397.00			561,608.24
08/08/2018	21548	Deal Heating & Air, ...	-split-		1,487.50	X		560,120.74
08/08/2018	21549	Dept of Forestry and ...	-split-		592.00	X		559,528.74
08/08/2018	21550	Donnoe & Associate...	6204 · Other Professio...	Invoice # 7337	8,500.00	X		551,028.74
08/08/2018	21551	Doug Veerkamp	-split-		17,389.95	X		533,638.79
08/08/2018	21552	El Dorado Irrigation ...	6720 · Fixed Assets	Project Numbe...	1,348.58	X		532,290.21
08/08/2018	21553	Folsom Lake Ford	6143 · Outside Work	Invoice No. FO...	972.66	X		531,317.55
08/08/2018	21554	InterState Oil Compa...	-split-		1,397.63	X		529,919.92
08/08/2018	21555	Interwest Consulting ...	-split-		1,285.00	X		528,634.92
08/08/2018	21556	KME Fire Apparatus	6142 · Parts & Supplies	Invoice # ca 54...	260.02	X		528,374.90
08/08/2018	21557	Lehr Auto Electric, Inc	6143 · Outside Work	Invoice # SI17...	380.00	X		527,994.90
08/08/2018	21558	L.N. Curtis & Sons	-split-		2,539.79	X		525,455.11
08/08/2018	21559	Managed Health Net...	6204 · Other Professio...	Invoice # PRM...	651.24	X		524,803.87
08/08/2018	21560	Motorola Solutions Inc	-split-	Customer Acct....	517.40	X		524,286.47

El Dorado Hills Fire Department

9/12/2018 9:02 AM

Register: 1000 · Bank of America
 From 08/01/2018 through 08/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/08/2018	21561	Mountain Democrat	6170 · Dues and Subsc...	Invoice # 5236	45.00	X		524,241.47
08/08/2018	21562	Norcal Beverage Co. ...	6150 · Maintenance,Str...	Invoice # 282957	256.00	X		523,985.47
08/08/2018	21563	Rapid Information D...	2029 · Other Payable	Invoice # 58549	40.00	X		523,945.47
08/08/2018	21564	Scott's PPE Recon, Inc.	-split-		6,537.45	X		517,408.02
08/08/2018	21565	Sierra Bushmen	3505 · Misc. Revenue, ...		10,400.00	X		507,008.02
08/08/2018	21566	SignChef Inc.	6720 · Fixed Assets	Invoice # 254...	110.80	X		506,897.22
08/08/2018	21567	Silverado Avionics	6145 · Radio Maintena...	Invoice # 9453	73.08	X		506,824.14
08/08/2018	21568	Standens, Inc.	6142 · Parts & Supplies	Invoice # 141659	762.00	X		506,062.14
08/08/2018	21569	Standard Insurance Co.	6031 · Life Insurance	Policy # 00 359...	494.00	X		505,568.14
08/08/2018	21570	Ultimate Fire System...	-split-		1,200.00	X		504,368.14
08/08/2018	21571	West Coast Frame/C...	6143 · Outside Work		868.24	X		503,499.90
08/08/2018	21572	Western Contract	6150 · Maintenance,Str...	Invoice # 129127	5,793.41	X		497,706.49
08/08/2018	21573	Wing Inflatables, Inc.	-split-	Invoice # 5650	4,427.00	X		493,279.49
08/08/2018	21574	Greg F. Durante (Di...	6018 · Director Pay	Jul-18	100.00	X		493,179.49
08/08/2018	21575	Charles J. Hartley	6018 · Director Pay	Jul-18	100.00	X		493,079.49
08/08/2018	21576	John Giraud	6018 · Director Pay	Jul-18	100.00	X		492,979.49
08/08/2018	21577	Douglas A. Hus	6018 · Director Pay	Jul-18	100.00	X		492,879.49
08/08/2018	21578	Barbara Winn	6018 · Director Pay	Jul-18	100.00	X		492,779.49
08/08/2018	21579	Connie Bair	-split-		150.00	X		492,629.49
08/08/2018	21580	Brian Bresnahan	-split-		150.00	X		492,479.49
08/08/2018	21581	David Kennedy	-split-		100.00	X		492,379.49
08/08/2018	21582	John Niehues	-split-		150.00	X		492,229.49
08/08/2018	21583	Dwight Piper	-split-		150.00	X		492,079.49
08/08/2018	21584	Frederick Russell	-split-		150.00	X		491,929.49
08/08/2018	21585	Sean Ward	-split-		150.00	X		491,779.49
08/08/2018	21586	Blue Collar Training ...	6142 · Parts & Supplies	Invoice # 0022...	1,300.00			490,479.49
08/08/2018	21587	Wells Fargo Bank	2026 · EDH Associate...	Deposit to Acct...	4,984.20	X		485,495.29
08/08/2018	21588	Chase Bank	2029 · Other Payable	Jul 5, 19	400.00	X		485,095.29
08/08/2018	21589	Department of Motor...	-split-		84.00	X		485,011.29
08/08/2018	21590	Rescue Fire Departm...	-split-	Shared Service...	31,936.00	X		453,075.29
08/09/2018	EFT	P. G. & E.	-split-		101.74	X		452,973.55
08/09/2018	EFT	ADP (FSA)	-split-		30.00	X		452,943.55
08/10/2018	EFT	ADP	6204 · Other Professio...	PR18-8-1	303.84	X		452,639.71
08/10/2018	EFT	U.S. Bank Telepay	2010 · Accounts Payable		17,695.46	X		434,944.25
08/10/2018	EFT	P. G. & E.	-split-		161.14	X		434,783.11
08/12/2018	EFT	Verizon Wireless	-split-	Jul-18	438.16	X		434,344.95
08/12/2018	EFT	Verizon Wireless	-split-	Jul-18	114.03	X		434,230.92
08/12/2018	EFT	Verizon Wireless	-split-	Jul-18	70.26	X		434,160.66
08/12/2018	EFT	Verizon Wireless	-split-	Jul-18	2,721.77	X		431,438.89
08/14/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1543...		X	200,000.00	631,438.89

El Dorado Hills Fire Department

9/12/2018 9:02 AM

Register: 1000 · Bank of America
 From 08/01/2018 through 08/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/15/2018			6204 · Other Professio...	Service Charge	236.95	X		631,201.94
08/15/2018	EFT	ADP (FSA)	-split-		1,491.00	X		629,710.94
08/16/2018	EFT	Nationwide Retireme...	-split-	PR18-8-2	21,239.91	X		608,471.03
08/16/2018	EFT	P.E.R.S. Retirement	-split-	PR18-8-2	85,371.40	X		523,099.63
08/16/2018	EFT	P.E.R.S. ING	-split-	PR18-8-2	3,016.59	X		520,083.04
08/16/2018	EFT	P. G. & E.	-split-		18.05	X		520,064.99
08/16/2018	EFT	ADP (FSA)	-split-		958.89	X		519,106.10
08/16/2018	21591	Allstar Fire Equipme...	6102 · Other Clothing ...	Inv# 209251	427.93	X		518,678.17
08/16/2018	21592	Aramark	6120 · Housekeeping		37.40	X		518,640.77
08/16/2018	21593	Ashby Communicati...	6111 · Telecommunica...	Invoice # 13715	185.00	X		518,455.77
08/16/2018	21594	Blue Collar Training ...	6142 · Parts & Supplies	Invoice # 0022...	5,000.00	X		513,455.77
08/16/2018	21595	California Family Fit...	6204 · Other Professio...	Inv # 14082018	79.99	X		513,375.78
08/16/2018	21596	Caltronics Business ...	6190 · Office Supplies	Inv# 2572652	217.07	X		513,158.71
08/16/2018	21597	Chima's Towing	6143 · Outside Work	Invoice # 7898	925.00	X		512,233.71
08/16/2018	21598	Core Logic	6170 · Dues and Subsc...	Inv # 81906317	137.50	X		512,096.21
08/16/2018	21599	D Martel Plumbing	6150 · Maintenance,Str...	Inv # 94341-39...	358.00	X		511,738.21
08/16/2018	21600	Hefner, Stark & Mar...	-split-	Statement # 36...	5,593.00	X		506,145.21
08/16/2018	21601	InterState Oil Compa...	-split-		2,631.28	X		503,513.93
08/16/2018	21602	Interwest Consulting ...	6242 · Fire Prevention		1,152.50	X		502,361.43
08/16/2018	21603	James Davidson	6040 · Dental/Vision R...		496.00	X		501,865.43
08/16/2018	21604	Public Retirement Jo...	6170 · Dues and Subsc...	Invoice # 7333	250.00	X		501,615.43
08/16/2018	21605	Riverview Internatio...	6142 · Parts & Supplies	Inv # 972014	131.18	X		501,484.25
08/16/2018	21606	Rotary	-split-	Aug 2018 Dues	150.00	X		501,334.25
08/16/2018	21607	Time Printing	6190 · Office Supplies	Inv # 14391	117.98	X		501,216.27
08/16/2018	PR18-8-2		-split-	Total Payroll T...	119,745.01	X		381,471.26
08/16/2018	PR18-8-2		1000 · Bank of Americ...	Direct Deposit	350,627.31	X		30,843.95
08/16/2018	PR18-8-2		1000 · Bank of Americ...	Payroll Checks -		X		30,843.95
08/17/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1543...		X	250,000.00	280,843.95
08/17/2018	EFT	P.E.R.S. Health	-split-	September 2018	177,111.72	X		103,732.23
08/20/2018	EFT	P. G. & E.	-split-		438.67	X		103,293.56
08/21/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1543...		X	100,000.00	203,293.56
08/21/2018		Transfer from County	1071 · General Fund B...	Deposit		X	688,786.58	892,080.14
08/21/2018		Deposit	-split-	Deposit		X	102,473.38	994,553.52
08/21/2018	EFT	Verizon Wireless	-split-	Jul-18	40.01	X		994,513.51
08/21/2018	EFT	Verizon Wireless	-split-	Aug-18	697.18	X		993,816.33
08/21/2018	21608	Pierce Manufacturin...	6720 · Fixed Assets	Invoice# M 53...	722,906.15	X		270,910.18
08/23/2018		Deposit	3510 · Misc. Operating...	US Bank 201806		X	1,300.75	272,210.93
08/24/2018	EFT	ADP HCM	6204 · Other Professio...	Workforce No...	234.60	X		271,976.33
08/24/2018	EFT	ADP	6204 · Other Professio...	PR18-8-2	318.25	X		271,658.08
08/24/2018	EFT	WageWorks	6204 · Other Professio...		96.15	X		271,561.93

El Dorado Hills Fire Department

9/12/2018 9:02 AM

Register: 1000 · Bank of America
 From 08/01/2018 through 08/31/2018
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/27/2018	EFT	State Compensation ...	6030 · Workers Compe...	Policy # 11048...	46,748.17	X		224,813.76
08/27/2018	EFT	ADP (FSA)	-split-		110.62	X		224,703.14
08/28/2018		Transfer from LAIF	1074 · Local Agency I...	Confirm #1544...		X	650,000.00	874,703.14
08/29/2018	EFT	P.E.R.S. Retirement	-split-	PR18-8-3	84,810.17	X		789,892.97
08/29/2018	EFT	P.E.R.S. ING	-split-	PR18-8-3	3,528.12	X		786,364.85
08/29/2018	EFT	CalPERS Payable	6204 · Other Professio...		2,100.00	X		784,264.85
08/30/2018	EFT	Nationwide Retireme...	-split-	PR18-8-3	20,528.38	X		763,736.47
08/30/2018	EFT	ADP (FSA)	-split-		505.35	X		763,231.12
08/30/2018	PR18-8-3		-split-	Total Payroll T...	83,242.55	X		679,988.57
08/30/2018	PR18-8-3		1000 · Bank of Americ...	Direct Deposit	278,980.04	X		401,008.53
08/30/2018	PR18-8-3		1000 · Bank of Americ...	Payroll Checks -		X		401,008.53



EL DORADO HILLS FIRE DEPARTMENT

MONTHLY ACTIVITY REPORT AUGUST 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

Carr Fire Strike Team, Redding CA – August 2018



Mendocino Complex Fire, Strike Team Mendocino CA – August 2018



Chief Moreno, Omega Fire, Pilot Hill – August 1, 2018



E87-A at Santa Ynez Neighborhood Block Party – August 5, 2018



Captain Eckhardt Teaching Swiftwater to Folsom Fire – August 9, 2018



Chief Lilienthal, Firing Out, Carr Fire Strike Team, Redding CA – August 2018



STATISTICS

Response District	Total Number of Responses – AUG 2018	Total Number of Responses –2018	Total Number of Responses –AUG 2017	Total Number of Responses –2017
84	66	514	63	514
85	70	533	88	545
86	54	372	46	356
87	101	731	70	511
91	5	34	6	45
92	2	14	1	13
Mutual Aid	91	572	80	545
Transfer	21	167	19	141
TOTALS	410	2937	373	2670

92.0% Medic Unit Response, 10 Minutes (before exception reports)

94.0% 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



Blackstone Development
Response District 87-E



El Dorado Estates Gracious Retirement Living
Response District 87-A

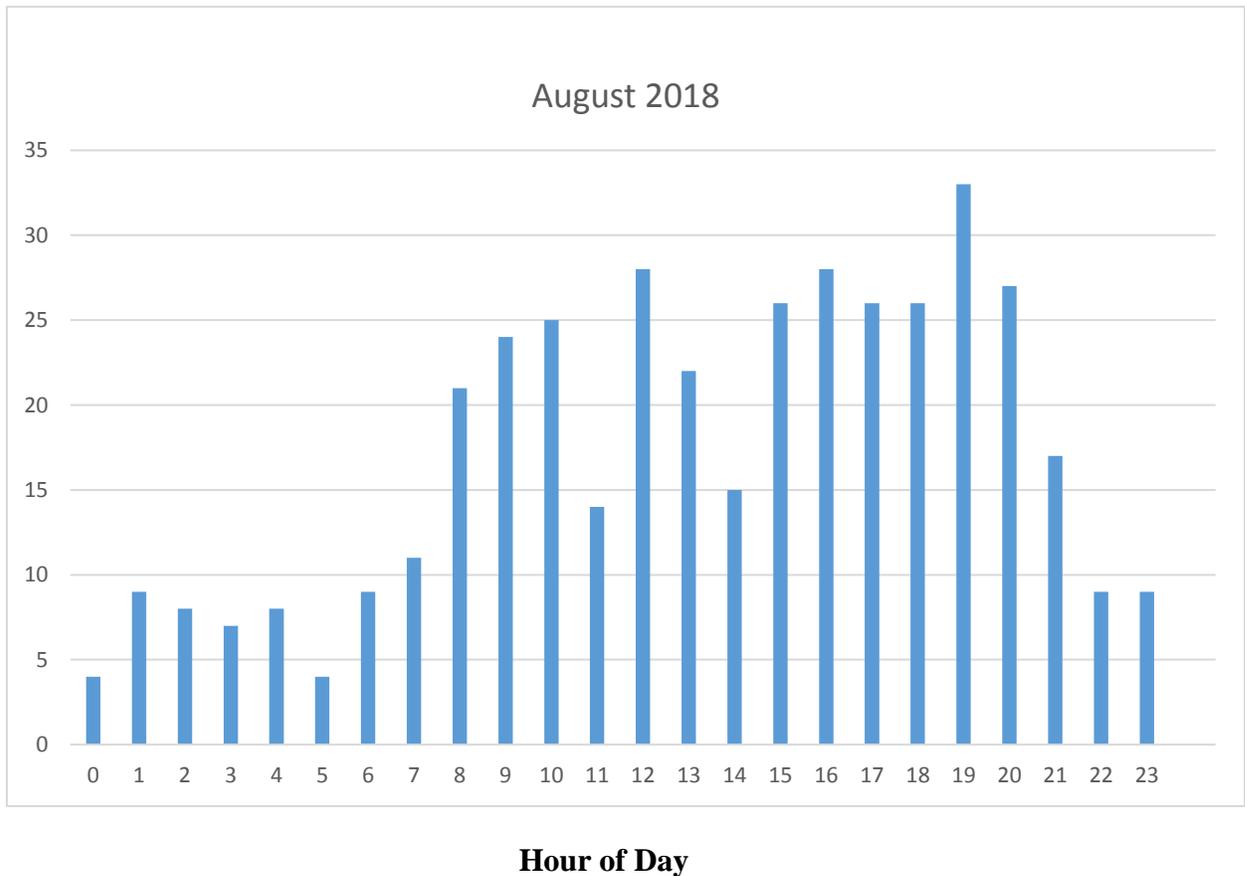
Deployment Measures

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

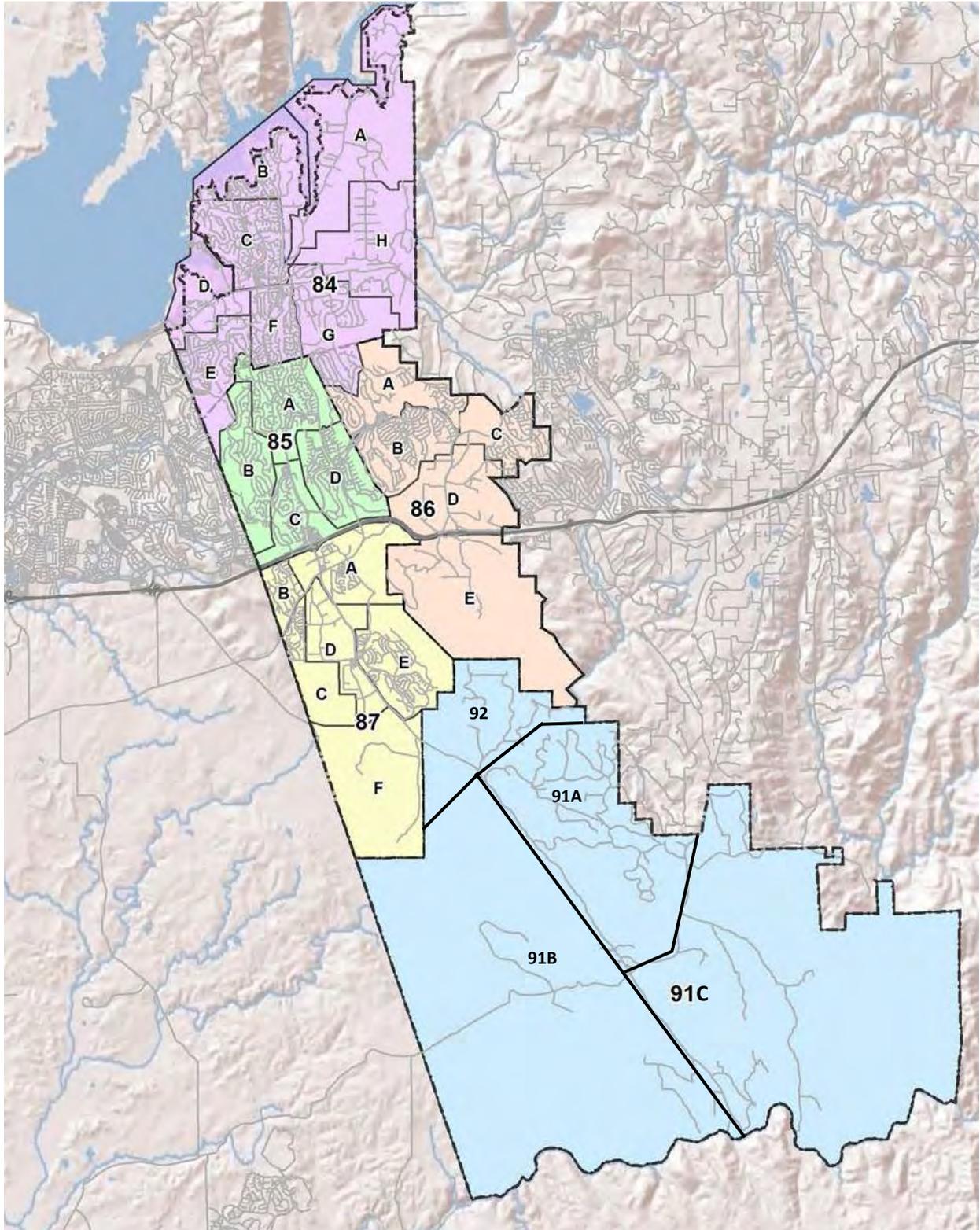
- Deployment Measure 1 - 911 Call Handling Time
- Deployment Measure 2 - Turnout Time
- Deployment Measure 3 - Travel Time
- Deployment Measure 4 - Total Response Time
- Deployment Measure 5 - Effective Response Force (Fire/Rescue Large Emergency)

INCIDENTS BY HOUR OF DAY

AUGUST 2018



Tools – Queries – Incident Report – NFIRS – Count of Incidents by Alarm Hour



2018/19
TENTATIVE FINAL BUDGET

EL DORADO HILLS FIRE DEPARTMENT



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INTRODUCTION

The attached budget is the recommended Final Budget for fiscal year 2018/2019. As per statutory requirement, the Final Budget must be adopted by September 30, 2018.

BACKGROUND

The Tentative Final Budget was developed with the participation and input from the Director of Finance, all Chief Officers, Staff, and the Finance Committee. The funding philosophy for this budget remains consistent with prior years in that a portion of the various Fund Balances is identified to fund a portion of the expenditures. This meets the objectives of maintaining the District on a progressive track and provides for continuing growth and efficiencies.

SUMMARY

The Budget is currently broken down into three separate funds: the General Fund, the Capital Replacement Fund, and the Development Fee Fund. Below is a summary of each fund:

General Fund

The General Fund provides for all ongoing expenditures to maintain the District's continuing operations. These expenditures include personnel costs, supplies, services, governmental fees, and other miscellaneous operating costs. Generally, this portion of the budget includes those operating expenditures that are recurring and routine in nature. To maintain a strong fiscal balance, the general operating expenditures are funded from recurring operating revenues.

The District's Reserve Policy establishes guidelines for maintaining a minimum balance in the General Reserve Fund equivalent to at least one half of the current year budgeted operating expenditures. The budgeted ending General Reserve Fund balance for 2018/19 exceeds this goal.

Capital Replacement Fund

The Capital Replacement Fund is the portion of the General Fund committed by the Board of Directors to reinvest in the infrastructure of the District. Generally, these investments are in the replacement or necessary improvement of fleet and facilities that exceeds routine maintenance. All District capital expenditures that are not qualified to be funded with development fees are budgeted in the Capital Replacement Fund for fiscal year 2018/19.

The District's Reserve Policy outlines a goal to contribute to the Capital Replacement Fund on an annual basis, ensuring the fund balance remains sufficient to repair, restore or replace the District's capital assets upon retirement or disposal. There is a budgeted transfer of \$800,000 from the General Fund to the Capital Replacement fund in 2018/19. The amount of this transfer is determined based on the estimated annual depreciation of the District's capital assets.

Development Fee Fund

The Development Fee Fund is used to account for all restricted Development Impact Fee Revenue and qualifying expenditures. Fund expenditures are restricted to capital investments resulting

directly from growth in the District. Qualifying capital investments are determined and approved in advance as a part of the District's 5-year Capital Plan, which is updated and reviewed by the El Dorado County Board of Supervisors on a periodic basis.

Reserve Fund Balances

The District continues to closely monitor and control expenditures in an effort to preserve its reserve balances. The tentative final budget reflects an overall increase in total reserve balances for fiscal year 2018/19. The General Reserve Fund is budgeted to increase by \$89,923, as total general fund revenues are budgeted to exceed total expenditures. Included in total expenditures are lump sum payments toward the District's Pension and OPEB unfunded liabilities totaling \$2,100,000. There is a budgeted increase in the Development Fee Reserve Fund of \$793,485 resulting from higher projected development fee revenue than qualifying expenditures. There is a budgeted increase in the Capital Replacement Reserve Fund balance of \$18,965 due to transfers into the fund exceeding budgeted capital expenditures.

The District's General Fund is owed approximately \$6,090 from its Development Fee Fund as of June 30, 2018 for qualifying expenditures made in 2017/18. Reimbursement to the General Fund is anticipated in fiscal year 2018/19. The District continues to experience increased revenue from Development Fees due to growth.

Revenues

Secured, Unsecured, and Homeowners Exemption Property Tax Revenue projections are based on the change in District assessed value from prior year, as official revenue estimates have not yet been provided by El Dorado County. Supplemental Tax Revenue is estimated based on average actual results from the prior three fiscal years. The Latrobe Base Transfer Revenue is budgeted to be collected in full for 2018/19. Overall, net Tax Revenue is expected to increase by approximately 5% from fiscal year 2017/18 actual. Also included in operating revenues are fixed reimbursements in the amount of \$1,150,000 from the JPA, which funds the ambulance service to the County. Mutual Aid/OES revenue is included at an estimate of \$560,000. This revenue, mostly offset by OES overtime expense, is dependent on the severity of the wildland fire season and the Department's participation on strike teams. Interest Revenue is budgeted at \$225,000 for 2018/19 and is based on actual interest earned in 2017/18.

RECOMMENDATION

Staff recommends that the Board of Directors review, discuss, and approve the 2018-2019 Tentative Final Budget.



**BUDGET SUMMARY
ALL FUNDS**

El Dorado Hills Fire Department
Tentative Final 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	18,223,062			18,223,062
Fire Prevention Fee Revenue	75,000			75,000
Other Miscellaneous Operating Revenue	1,980,200			1,980,200
Development Fee Revenue			2,000,000	2,000,000
Proceeds from Sale of Assets	-			-
Total Revenue	\$ 20,278,262	\$ -	\$ 2,000,000	\$ 22,278,262
Expenditures				
Wages & Benefits	15,423,121	-	-	15,423,121
Other Operating Expenditures	1,836,308	-	-	1,836,308
Pension/OPEB UAL Lump Sum Pmt	2,100,000	-	-	2,100,000
Fixed Assets	-	781,035	1,200,425	1,981,460
Total Expenditures	\$ 19,359,429	\$ 781,035	\$ 1,200,425	\$ 21,340,889
Revenue Less Expenditures	\$ 918,833	\$ (781,035)	\$ 799,575	\$ 937,373
Reserve Fund Transfer Summary:				
Beginning Balance, 6/30/2018 (FORECAST)	\$ 15,940,929	\$ 3,803,787	\$ 8,190,666	\$ 27,935,382
Transfer to/(from) General Reserve Fund	918,833	800,000	(6,090)	1,712,744
Transfer to/(from) Capital Replacement Fund	(800,000)	(781,035)	-	(1,581,035)
Transfer to/(from) Development Fee Fund	6,090	-	799,575	805,665
Total Increase/(Decrease) in Reserve Balances	124,923	18,965	793,485	937,373
Ending Balance, 6/30/2019 (PROJECTED)	\$ 16,065,852	\$ 3,822,752	\$ 8,984,152	\$ 28,872,755

EL DORADO HILLS FIRE DEPARTMENT

Fixed Assets 2018-19
Tentative Final Budget



ITEM	DESCRIPTION	BUDGET		
		Capital Replacement Fund	Development Fee Fund	Total
IT Equipment	Prevention iPlan Table	8,500		8,500
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)	588,000	212,000	800,000
Apparatus	Prevention Vehicle Replacement (8544)	47,775	17,225	65,000
Swift Water Rescue	Wing Boat	11,000	-	11,000
Technical Rescue	Enclosed Cargo Trailer for Equipment	7,000	-	7,000
Station Upgrades	Metal Building, Concrete Floor, Electrical Hookups, etc. to relocate WT-91 from Sta 92 to Sta 91	-	70,000	70,000
Station Upgrades	Sta 91 Generator/Sta 87 Door Phone	3,760	8,000	11,760
Training Facility	Placeholder for Training Facility expenditures		100,000	100,000
Bullard TIC	Replace Broken T4	7,000	-	7,000
TOTAL		\$ 781,035	\$ 1,200,425	\$ 1,981,460



**BUDGET DETAIL
GENERAL FUND**

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



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %
Revenue				
3240 · Tax Revenue				
3260 · Secured Tax Revenue	17,490,369	16,271,887	1,218,482	7.5%
3270 · Unsecured Tax Revenue	299,895	276,634	23,261	8.4%
3280 · Homeowners Tax Revenue	163,982	148,380	15,602	10.5%
3320 · Supplemental Tax Revenue	312,000	251,098	60,902	24.3%
3330 · Sacramento County Revenue	17,930	16,200	1,730	10.7%
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%
3340 · Property Tax Administration Fee	(353,953)	(404,964)	51,011	-12.6%
Total 3240 · Tax Revenue	18,223,062	16,776,075	1,446,988	8.6%
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%
3513 · Rental Income (Cell site)	25,200	25,200	-	0%
3515 · OES/Mutual Aid Reimbursement	560,000	560,000	-	0%
3520 · Interest Earned	225,000	80,000	145,000	181%
3510 · Misc. Operating Revenue - Other	20,000	20,000	-	0%
Total 3510 · Misc. Operating Revenue	1,980,200	1,714,057	266,143	16%
3570 · Proceeds from Sale of Assets	-	-	-	0%
Total Revenue	\$ 20,278,262	\$ 18,560,131	\$ 1,718,131	9%
Operating Expenditures				
6000 · Wages & Benefits				
6001 · Salaries & Wages, Fire	6,171,004	5,931,801	239,203	4%
6011 · Education/Longevity Pay	453,872	484,081	(30,209)	-6%
6016 · Salaries & Wages, Admin/Prev	697,794	643,697	54,097	8%
6017 · Volunteer Pay	25,000	-	25,000	100%
6018 · Director Pay	17,850	17,850	-	0%
6019 · Overtime				
6019.1 · Overtime, Operational	1,592,205	1,561,587	30,618	2%
6019.2 · Overtime, Outside Aid	480,000	480,000	-	0%
6019.3 · Overtime, JPA	115,832	155,479	(39,647)	-25%
Total 6019 · Overtime	2,188,037	2,197,066	(9,029)	0%
6020 · P.E.R.S. Retirement	2,479,525	2,293,349	186,175	8%
6030 · Workers Compensation	659,027	819,067	(160,040)	-20%
6031 · Life Insurance	6,512	6,224	287	5%

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



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %
6032 · P.E.R.S. Health Benefits	1,449,396	1,444,276	5,120	0%
6033 · Disability Insurance	17,052	16,758	294	2%
6034 · Health Cost of Retirees	916,254	881,479	34,775	4%
6040 · Dental/Vision Expense	188,760	177,960	10,800	6%
6050 · Unemployment Insurance	14,490	14,490	-	0%
6060 · Vacation & Sick Expense Reserve	-	100,000	(100,000)	-100%
6070 · Medicare	138,549	134,842	3,707	3%
Total 6000 · Wages & Benefits	15,423,121	15,162,941	260,181	2%
Salaries & Wages as a % of Revenue	76%	82%		
6100 · Clothing & Personal Supplies				
6001 · Uniform Allowance	54,400	52,800	1,600	3%
6002 · Other Clothing & Personal Supplies	67,276	47,683	19,593	41%
Total 6100 · Clothing & Personal Supplies	121,676	100,483	21,193	21%
6110 · Network/Communications				
6111 · Telecommunications	49,699	50,544	(845)	-2%
6112 · Dispatch Services	60,000	50,000	10,000	20%
6113 · Network/Connectivity	50,012	41,225	8,787	21%
Total 6110 · Network/Communications	159,711	141,769	17,942	13%
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	35,000	21,791	13,209	61%
6142 · Parts & Supplies	20,000	22,209	(2,209)	-10%
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%
Total 6140 · Maintenance of Equipment	270,449	223,754	46,695	21%
6150 · Maintenance, Structures & Ground	103,859	98,364	5,495	6%
6160 · Medical Supplies				
6161 · Medical Supplies	5,000	5,867	(867)	-15%
Total 6160 · Medical Supplies	5,000	5,867	(867)	-15%
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%

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



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %
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	13,500	13,050	450	3%
6202 · Legal/Human Resources	193,250	161,673	31,577	20%
6203 · Notices	2,500	2,514	(14)	-1%
6204 · Other Professional Services	94,653	135,397	(40,744)	-30%
6205 · Elections/Tax Administration	-	-	-	100%
6206 · Public Relations	6,566	3,042	3,524	116%
Total 6200 · Professional Services	310,469	315,676	(5,207)	-2%
6210 · Information Technology				
6211 · Software Licenses/Subscriptions	63,850	71,501	(7,651)	-11%
6212 · IT Support/Implementation	118,000	118,496	(496)	0%
6213 · IT Equipment	36,978	-	36,978	100%
Total 6210 · Information Technology	218,827	189,997	28,830	15%
6220 · Rents and Leases				
6221 · Facilities/Equipment Lease	-	14,710	(14,710)	-100%
6222 · Solar Lease	67,224	66,936	288	0%
Total 6220 · Rents and Leases	67,224	81,646	(14,422)	-18%
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	155,107	148,981	6,125	4%
6242 · Fire Prevention	49,582	64,280	(14,698)	-23%
Total 6240 · Special Expenses	204,689	213,261	(8,572)	-4%
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	10,600	16,872	(6,272)	-37%
6262 · Natural Gas/Propane	20,000	25,000	(5,000)	-20%

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



	Full Year Budget FY18/19	Full Year Budget FY17/18	Variance	Variance %
6263 · Water/Sewer	20,000	16,000	4,000	25%
Total 6260 · Utilities	50,600	57,872	(7,272)	-13%
Total Operating Expenditures	\$ 17,259,429	\$ 16,912,288	\$ 347,141	2.1%
Revenue - Operating Expenditures	\$ 3,018,833	\$ 1,647,843	\$ 1,370,990	83%
6560 · Pension UAL Additional Lump Sum Pmt	1,600,000	450,000	1,150,000	256%
6570 · OPEB UAL Additional Lump Sum Pmt	500,000	1,000,000	(500,000)	-50%
Total Expenditures	\$ 19,359,429	\$ 18,362,288	\$ 997,141	5%
Total Revenue - Total Expenditures	\$ 918,833	\$ 197,843	\$ (720,990)	-364%
Depreciation/Transfer to Capital Replacement Fund	800,000	850,000	(50,000)	-6%
Net Increase/Decrease in General Fund	\$ 118,833	\$ (652,157)	\$ 770,990	-118%

2018/19 BUDGET – GENERAL FUND
SUMMARY OF SIGNIFICANT CHANGES FROM PRIOR YEAR BUDGET

REVENUES

Total Property Tax Revenue increased by approximately 8.6% from the 2017/18 budget. This is the result of an overall increase in the 2018/19 District assessed value of 7.6% as published by El Dorado County, as well as an increase in Supplemental Tax Revenue based on the 3-year historical average, an increase in the expected Latrobe Base Transfer Revenue and a decrease in the Property Tax Administration Fee assessed by El Dorado County. Fire Prevention Fees are expected to remain consistent with prior year at \$75,000. JPA Revenue increased by \$121,143 based on a newly executed fixed rate contract. OES Revenue is estimated to be consistent with prior year. Interest revenue increased by \$145,000 from prior year budget due to rising interest rates. Other Miscellaneous Operating Revenue includes annexation fees, workers' compensation reimbursements, and other miscellaneous revenue collected. Revenue in this category is expected to remain consistent with prior year. No asset sales are budgeted in fiscal year 2018/19.

WAGES & BENEFITS

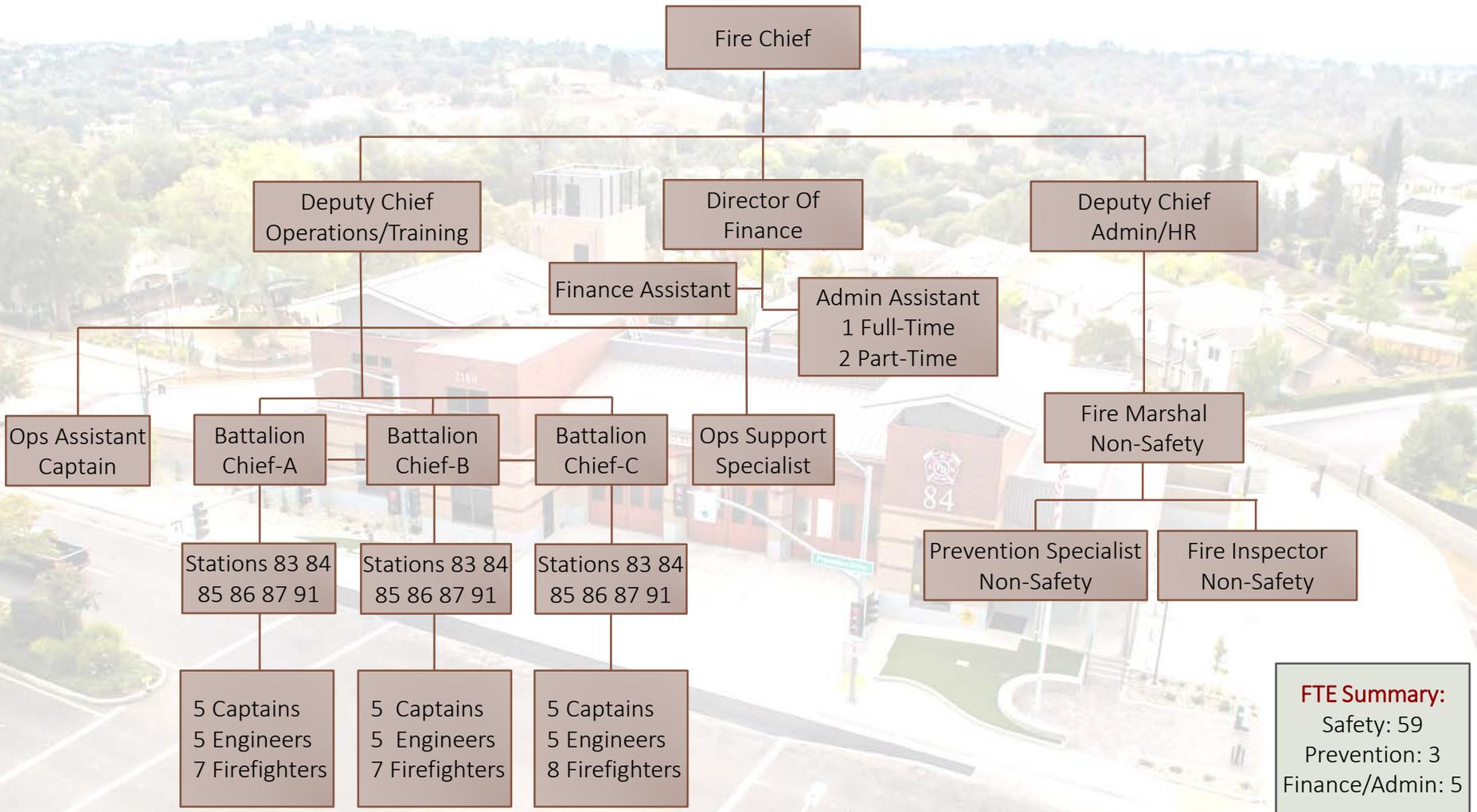
Wages & Benefits were budgeted based on the District's current approved staffing levels and the negotiated labor contracts in effect for fiscal year 2018/19. Overall, Wages & Benefits increased by approximately 2% from the prior year budget. A 3.8% wage rate increase is budgeted for safety employees effective October 2018. This increase is estimated based on half the increase in District assessed value and will be adjusted once final revenue estimates are received by El Dorado County. A 2.5% COLA is budgeted for Administrative staff based on the current wages and benefits agreement. Budgeted overtime is consistent with the prior year budget and is based on full staffing levels plus one floater Firefighter/Paramedic. PERS Retirement expense increased by approximately 8% from the prior year budget due to an increase in the required lump sum contributions as well as rising normal cost rates. This increase is partially offset by an increase in employee contributions as per negotiated labor agreements.

OTHER OPERATING EXPENDITURES

There is a 5% increase in total Other Operating Expenditures from the prior year budget. Clothing and Personal Supplies increased by \$21,193 primarily due to budgeted fire shelter replacements. A \$17,942 increase in Network/Communications is the result of increased dispatch costs and the budgeted addition of data/satellite connection fees for mobile data computers. Overall Equipment Maintenance increased by \$46,695 due to a one-time radio tuning for all mobile Kenwood radios as well as rising maintenance costs on aging apparatus. There was an increase of \$28,830 in the Information Technology category due to the addition of an IT Equipment category. Equipment budgeted in this category was previously expensed in other categories or capitalized. Categories with offsetting decreases from prior year budget include Rents & Leases, Fire Prevention, and Utilities.

El Dorado Hills Fire Department

2018/19 Organization Chart





**HISTORICAL TREND ANALYSIS
ALL FUNDS**

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	Tentative Final Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %
Revenue								
3240 · Tax Revenue								
3260 · Secured Tax Revenue	12,028,827	13,218,543	14,158,112	15,143,354	16,254,990	17,490,369	1,235,379	8%
3270 · Unsecured Tax Revenue	284,881	294,263	292,097	283,551	278,713	299,895	21,182	8%
3280 · Homeowners Tax Revenue	134,583	141,900	144,317	148,084	152,399	163,982	11,582	8%
3320 · Supplemental Tax Revenue	186,426	223,245	234,671	318,445	384,609	312,000	(72,609)	-19%
3330 · Sacramento County Revenue	8,107	7,990	27,184	16,171	16,663	17,930	1,266	8%
3335 · Latrobe Revenue								
3335.2 · Latrobe Special Tax	-	20,700	35,588	35,622	35,742	36,840	1,098	3%
3335.3 · Latrobe Base Transfer	-	256,651	256,651	-	500,000	256,000	(244,000)	-49%
3340 · Property Tax Administration Fee	(235,247)	(194,228)	(316,739)	(352,143)	(307,782)	(353,953)	(46,171)	15%
Total 3240 · Tax Revenue	12,407,577	13,969,063	14,831,881	15,593,084	17,315,334	18,223,062	907,728	5%
3506 · Misc. Revenue, Fire Prev. Fees	18,812	49,011	73,537	63,828	99,714	75,000	(24,714)	-33%
3510 · Misc. Operating Revenue								
3511 · Contributions	-	(159)	8,100	-	-	-	-	0%
3512 · JPA Revenue	750,460	755,805	1,010,264	982,207	1,162,437	1,150,000	(12,437)	-1%
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	571,557	560,000	(11,557)	-2%
3520 · Interest Earned	43,087	46,366	67,085	109,689	225,426	225,000	(426)	0%
3510 · Misc. Operating Revenue - Other	87,542	95,131	20,847	66,426	50,040	20,000	(30,040)	-150%
Total 3510 · Misc. Operating Revenue	1,112,594	1,378,758	1,873,023	1,797,080	2,034,659	1,980,200	(54,459)	-3%
Total Operating Revenue	\$ 13,538,983	\$ 15,396,832	\$ 16,778,440	\$ 17,453,992	\$ 19,449,708	\$ 20,278,262	\$ 828,555	4%
Development Fees								
3550 · Development Fees								
3560 · Development Fee Revenue	1,208,615	1,741,799	2,499,408	2,985,102	2,307,138	2,000,000	(307,138)	-15%
Total 3550 · Development Fee Revenue	1,208,615	1,741,799	2,499,408	2,985,102	2,307,138	2,000,000	(307,138)	-15%
3568 · Proceeds from Insurance	-	-	-	-	81,988	-	(81,988)	-100%
3570 · Proceeds from Sale of Assets	92,390	-	27,430	93,630	752,373	-	(752,373)	-100%
Total Revenue	\$ 14,839,988	\$ 17,138,631	\$ 19,305,278	\$ 20,532,724	\$ 22,591,207	\$ 22,278,262	\$ (230,957)	-1%

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	Tentative Final Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %
Operating Expenditures								
6000 · Salaries & Wages								
6001 · Salaries & Wages, Fire	4,887,897	5,164,564	5,434,638	5,772,002	6,090,628	6,171,004	80,376	1%
6011 · Education/Longevity Pay	357,223	355,052	390,359	450,922	461,528	453,872	(7,656)	-2%
6016 · Salaries & Wages, Admin/Prev	369,334	452,549	515,208	545,310	625,496	697,794	72,298	10%
6017 · Volunteer Pay	34,045	56,330	77,030	69,179	-	25,000	25,000	100%
6018 · Director Pay	15,300	16,900	20,400	16,905	14,795	17,850	3,055	17%
6019 · Overtime			-	-		-	-	
6019.1 · Overtime, Operational	1,432,144	1,477,672	1,364,141	1,606,931	2,092,325	1,592,205	(500,120)	-31%
6019.2 · Overtime, Outside Aid	194,278	375,560	663,124	527,019	485,075	480,000	(5,075)	-1%
6019.3 · Overtime, JPA	228,411	129,313	108,660	164,928	222,224	115,832	(106,392)	-92%
Total 6019 · Overtime	1,854,833	1,982,546	2,135,925	2,298,879	2,799,624	2,188,037	(611,587)	-28%
6020 · P.E.R.S. Retirement	1,971,986	2,103,266	2,104,899	2,228,851	2,264,686	2,479,525	214,839	9%
6030 · Workers Compensation	522,033	609,709	728,867	765,480	667,861	659,027	(8,834)	-1%
6031 · Life Insurance	4,948	5,358	5,616	5,875	5,609	6,512	903	14%
6032 · P.E.R.S. Health Benefits	1,029,405	1,159,392	1,337,711	1,431,009	1,417,119	1,449,396	32,277	2%
6033 · Disability Insurance	11,661	12,480	14,308	16,660	16,663	17,052	389	2%
6034 · Health Cost of Retirees	738,424	829,741	813,577	856,646	890,325	916,254	25,929	3%
6040 · Dental/Vision Expense	137,630	149,050	161,262	173,391	145,843	188,760	42,917	23%
6050 · Unemployment Insurance	13,761	16,960	16,289	14,484	14,553	14,490	(63)	0%
6070 · Medicare	105,941	114,992	123,580	128,876	140,510	138,549	(1,960)	-1%
Total 6000 · Salaries & Wages	12,054,422	13,028,890	13,879,669	14,774,469	15,555,240	15,423,121	(132,118)	-1%
Salaries & Wages as a % of Operating Revenue	89%	85%	83%	85%	80%	76%		
6100 · Clothing & Personal Supplies								
6001 · Uniform Allowance	-		42,000	58,550	49,437	54,400	4,963	9%
6002 · Other Clothing & Personal Supplies	57,914	90,602	45,817	65,816	52,653	67,276	14,623	22%
Total 6100 · Clothing & Personal Supplies	57,914	90,602	87,817	124,366	102,090	121,676	19,586	16%

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	Tentative Final Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %
6110 · Network/Communications								
6111 · Telecommunications	47,624	58,193	73,200	54,452	51,972	49,699	(2,272)	-5%
6112 · Dispatch Services	49,355	44,638	41,248	105,277	56,115	60,000	3,885	6%
6113 · Network/Connectivity	-	-	-	30,824	37,332	50,012	12,680	25%
Total 6110 · Communications	96,980	102,831	114,448	190,553	145,418	159,711	14,293	9%
6120 · Housekeeping	21,291	21,854	40,200	38,097	37,777	37,960	183	0%
6130 · Insurance								
6131 · General Insurance	46,417	58,936	50,492	51,023	50,312	55,000	4,688	9%
Total 6130 · Insurance	46,417	58,936	50,492	51,023	50,312	55,000	4,688	9%
6140 · Maintenance of Equipment								
6141 · Tires	20,281	19,577	30,065	15,492	38,029	35,000	(3,029)	-9%
6142 · Parts & Supplies	19,401	10,445	17,162	25,720	23,622	20,000	(3,622)	-18%
6143 · Outside Work	51,766	117,144	46,484	162,105	128,196	130,000	1,804	1%
6144 · Equipment Maintenance	99,191	126,623	125,891	26,839	33,158	41,753	8,595	21%
6145 · Radio Maintenance	3,671	4,477	9,822	12,318	13,625	43,696	30,071	69%
Total 6140 · Maintenance of Equipment	194,309	278,266	229,424	242,475	236,630	270,449	33,819	13%
6150 · Maintenance, Structures & Ground	46,431	75,319	111,703	129,003	181,087	103,859	(77,228)	-74%
6160 · Medical Supplies								
6161 · Medical Supplies	51	760	8,884	5,031	5,751	5,000	(751)	-15%
Total 6160 · Medical Supplies	51	760	8,884	5,031	5,751	5,000	(751)	-15%
6170 · Dues and Subscriptions	6,735	7,447	12,139	8,172	11,070	12,610	1,540	12%
6180 · Miscellaneous								
6181 · Miscellaneous	2,124	6,758	1,917	3,347	2,521	3,500	979	28%
6182 · Honor Guard	2,490	437	-	2,561	1,312	5,000	3,688	74%
6183 · Explorer Program	505	913	1,221	800	3,478	2,000	(1,478)	-74%
Total 6180 · Miscellaneous	5,119	8,108	3,138	6,708	7,310	10,500	3,190	30%
6190 · Office Supplies	16,664	18,812	22,720	28,116	21,988	20,109	(1,879)	-9%

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	Tentative Final Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %
6200 · Professional Services								
6201 · Audit	9,500	12,750	10,000	10,250	12,650	13,500	850	6%
6202 · Legal/Human Resources	128,296	130,770	111,578	144,996	261,648	193,250	(68,398)	-35%
6203 · Notices	1,931	3,131	2,630	747	1,772	2,500	728	29%
6204 · Other Professional Services	169,912	286,076	384,473	136,746	136,014	94,653	(41,362)	-44%
6205 · Elections/Tax Administration	-	19,788	-	23,449	-	-	-	0%
6206 · Public Relations	-	-	-	795	1,272	6,566	5,294	81%
Total 6200 · Professional Services	309,639	452,515	508,681	316,982	413,356	310,469	(102,887)	-33%
6210 · Information Technology								
6211 · Software Licenses/Subscriptions	-	-	-	60,553	44,617	63,850	19,233	30%
6212 · IT Support/Implementation	-	-	-	84,271	120,676	118,000	(2,676)	-2%
6213 · IT Equipment	-	-	-	-	-	36,978	36,978	100%
Total 6210 · Information Technology	-	-	-	144,824	165,294	218,827	53,534	24%
6220 · Rents and Leases								
6221 · Facilities/Equipment Lease	105,336	106,657	21,640	6,120	6,819	-	(6,819)	-100%
6222 · Solar Lease	-	-	-	52,016	66,105	67,224	1,119	2%
Total 6220 · Total Rents and Leases	105,336	106,657	21,640	58,136	72,924	67,224	(5,700)	-8%
6230 · Small Tools and Supplies	44,000	34,234	51,235	71,561	50,012	77,625	27,613	36%
6240 · Special Expenses								
6241 · Training	48,507	73,837	59,507	108,248	63,377	155,107	91,730	59%
6242 · Fire Prevention	7,890	10,828	17,537	16,245	44,586	49,582	4,996	10%
6243 · Licenses	33	87	-	10	10	-	(10)	-100%
Total 6240 · Special Expenses	56,430	84,751	77,044	124,502	107,973	204,689	96,716	47%
6250 · Transportation and Travel								
6251 · Fuel and Oil	67,633	58,362	51,936	53,829	65,672	62,000	(3,672)	-6%
6252 · Travel	20,936	11,719	12,821	20,424	17,577	25,000	7,423	30%
6253 · Meals & Refreshments	20,641	20,464	17,253	17,798	18,456	23,000	4,544	20%
Total 6250 · Transportation and Travel	109,210	90,545	82,011	92,052	101,705	110,000	8,295	8%

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	Tentative Final Budget FY18/19	Variance 17/18 Forecast vs. 18/19 Budget	Variance %
6260 · Utilities								
6261 · Electricity	50,848	62,718	76,258	23,689	7,899	10,600	2,701	25%
6262 · Natural Gas/Propane	12,704	10,963	13,474	24,391	19,618	20,000	382	2%
6263 · Water/Sewer	11,910	10,526	11,716	15,343	18,077	20,000	1,923	10%
Total 6260 · Utilities	75,461	84,208	101,448	63,423	45,594	50,600	5,006	10%
Total Operating Expenditures	\$ 13,246,409	\$ 14,544,733	\$ 15,402,693	\$ 16,469,494	\$ 17,311,531	\$ 17,259,429	\$ (52,102)	0%
Operating Revenue - Operating Expenditures	\$ 292,574	\$ 852,100	\$ 1,375,747	\$ 984,498	\$ 2,138,177	\$ 3,018,833	\$ 880,656	
6560 · Pension UAL Additional Lump Sum Pmt	-	-	1,200,000	-	450,000	1,600,000	1,150,000	72%
6570 · OPEB UAL Additional Lump Sum Pmt	-	-	-	-	1,000,000	500,000	(500,000)	-100%
6720 · Fixed Assets	691,417	4,194,193	2,018,266	773,344	579,635	1,981,460	1,401,825	71%
Total Expenditures	\$ 13,937,826	\$ 18,738,926	\$ 18,620,959	\$ 17,242,839	\$ 19,341,165	\$ 21,340,889	\$ 1,999,724	9%
Total Revenue - Total Expenditures	\$ 902,162	\$ (1,600,295)	\$ 684,319	\$ 3,289,885	\$ 3,250,041	\$ 937,373	\$ (2,312,668)	
Development Fee Revenue	(1,208,615)	(1,741,799)	(2,499,408)	(2,985,102)	(2,307,138)	(2,000,000)		
Development Fee Qualified Expenditures	65,993	1,808,431	798,693	85,410	474,652	1,200,425		
Total Revenue - Total Expenditures Net of Development Fees	\$ (240,460)	\$ (1,533,663)	\$ (1,016,396)	\$ 390,193	\$ 1,417,555	\$ 137,798		



RESERVE FUND SUMMARY

El Dorado Hills Fire Department
Reserve Fund Summary
2018/19 Tentative Final 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	TENTATIVE FINAL BUDGET 6/30/2019
General Reserve Fund	14,390,105	14,637,036	13,840,847	12,269,007	14,950,439**	15,940,929	16,065,852
Capital Replacement Reserve Fund	5,296,672	4,829,631	4,245,134	3,826,024	3,052,680	3,803,787	3,822,752
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	18,003,119	19,744,716	19,888,604
Development Fee Reserve Fund	-	1,141,621	1,191,898	3,697,119	6,682,221	8,190,666*	8,984,152
Total Reserve Fund Balances	\$ 19,778,789	\$ 20,700,511	\$ 19,277,905	\$ 19,792,177	\$ 24,685,340	\$ 27,935,382	\$ 28,872,755

* As of 6/30/18, the Development Fee fund owes \$6,090 to the General Fund for 2017/18 qualifying expenditures.

** Balance as of 6/30/2017 adjusted per 2017-18 audit.



FINAL BUDGET RESOLUTION

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2018-10

Resolution Adopting the 2018-2019 Final Budget

WHEREAS, the Board of Directors of the El Dorado Hills County Water District Board (the “Fire District”) held a public hearing during which time additions and deletions to the 2018-2019 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 2018-2019 is hereby adopted in accordance with the following:

Wages & Benefits:	\$15,423,121
Services and Supplies:	1,836,308
Pension/OPEB Lump Sum Payments:	2,100,000
Fixed Assets:	
Structures and Improvements	181,760
Equipment	1,799,700
	<hr/>
Total Budget Requirements:	\$21,340,889

BE IT FURTHER RESOLVED that, except as specified below, 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 means of financing the capital equipment listed in the amount not to exceed \$781,035 will be by monies derived from the Capital Replacement Fund.

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

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 20th day of September, 2018, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

Greg Durante, President

ATTEST:

Jessica Braddock, Board Secretary



EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2018-14

RESOLUTION ADOPTING THE CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Sections 81000, et. seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code which can be incorporated by reference and may be amended after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, this body has determined that the attached Appendix accurately sets forth those positions which should be designated and the categories of financial interests which should be made reportable;

NOW, THEREFORE, be it resolved that:

1. The terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the El Dorado Hills County Water District.

2. Pursuant to Section 4 of the standard code, designated employees shall file a statement of economic interest with the District. Upon receipt of the statements from the Board of Directors and the Chief, the District shall make and retain a copy and forward the original of these statements to the El Dorado County Elections Department.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the El Dorado Hills County Water District held September 20, 2018, by the following vote:

AYES:
NOES:
ABSENT:

Greg Durante, President

Jessica Braddock, District Secretary

APPENDIX

PUBLIC OFFICIALS' FUNCTION/TITLE

TYPE OF BUSINESS ENTITY, BUSINESS POSITION, INVESTMENT, SOURCE OF INCOME, OR REAL PROPERTY DISCLOSABLE

Board Members	1. Office Equipment and Supplies
Fire Chief	2. Building Materials and Supplies
Deputy Chief	3. Medical Supplies
Division Chief	4. Household Supplies
Battalion Chief	5. Hardware supplies and tools
Director of Finance/Board Secretary	6. Fire equipment (hose, nozzles smoke masks, etc.)
Candidates for Directors	7. Fire apparatus (vehicles and vehicle supplies)
Auditor	8. Fire Equipment maintenance (extinguishing service, sprinklers, etc.)
Attorneys	9. Radio equipment and repair
	10. Equipment and tool repair
	11. Newspapers and magazines
	12. Insurance
	13. Accounting
	14. Banks and Savings and Loans
	15. Construction
	16. Fuel (gasoline and liquid propane gas)
	17. Installation of hydrants
	18. Real property/real property development
	19. Firefighter clothing and supplies (turnouts, etc.)
	20. Engineering
	21. Soil Preparation, studies
	22. Retirement of Bond Proceedings

Engineering Consultants	1. Real Property
Architectural Consultants	2. Building materials and supplies
	3. Soil preparation, studies
	4. Construction

Financial Consultants	1. Real Property
	2. Banks and Savings and Loans
	3. Retirement of bond proceedings

E.I.R. Consultants	1. Real Property
	2. Construction
	3. Building materials and supplies
	4. Soil preparation, studies
	5. Engineering

Approval of Department Surplus Items

Summary:

Over the years, items that have been determined to have no further use to the Department but are believed to have some remaining life or value have been collected and stored. To ensure proper verification of the sale, donation, or disposal of items within State ethics laws, it is recommended that the surplus items listed in Attachment A go to auction.

Fiscal Impact:

Potential reimbursement for surplus items.

Recommendation:

Staff recommends the approval of the list of surplus items in Attachment A be taken to auction at Bar None Auction located at 4751 Power Inn Road, Sacramento.

ATTACHMENT A

Department Surplus Items

Quantity	Title	Description
1	Bench Vice	Color = Blue
1	Air Compressor	Doerr Brand
1	Treadmill	Life Fitness 9100HR
1	Stair Mill	Climb Max Brand
1	Clothes Washer	GE
1	Dryer	Maytag Centennial
1	Wall AC Unit	LG Brand
2	Shop Vacuums	
7	SCBA's	Survivair Panther Models
37	SCBA Mask	Survivair Panther Models
8	SCBA Bottle	Survivair Panther Models

Purchase of Mobile Data Computers (MDC)

Summary:

In 2017, CALFIRE awarded a contract to Radio Mobile. to design and install “IQ Mobile Data Computers” (MDC) in all CALFIRE engines and support vehicles.

The IQ Mobile MDC provides mobile fleets with seamless real-time mobile messaging and status updates while interfacing with applications such as Computer Aided Dispatch (CAD) Centers, mapping, Automatic Vehicle Location (AVL) and Record Management Systems (RMS).

The current configuration of MDC’s will allow our personnel to see “real-time” call information, “push-button” response, and closest-resource response based on the AVL.

The El Dorado County JPA has purchased the infrastructure and licensing required to operate the system at of cost of \$45,000.00. Our agency will “host” the system at Station 85 with our on-site IT personnel. The Server has already been installed and we are just awaiting the “Gateway “that will link the system with the ECC. This is estimated to be installed September/October.

Our primary goal with this purchase is to outfit each “first-out” apparatus and Chief vehicle with an MDC. Moving forward, we will evaluate options for back-up apparatus. The JPA is purchasing MDC’s for all Medic Units.

This project, along with the “Rip-and-Run” printers and “Hardline” Station notification will continue with our goal of tracking and recording accurate response times, ensuring the closest resource is dispatched, and allow our personnel to have “real-time” information as it is entered CAD.

Fiscal Impact:

\$65,572.65

Recommendation:

Staff recommends the purchase of ten IQ Mobile Data Computers.

Submitted By:

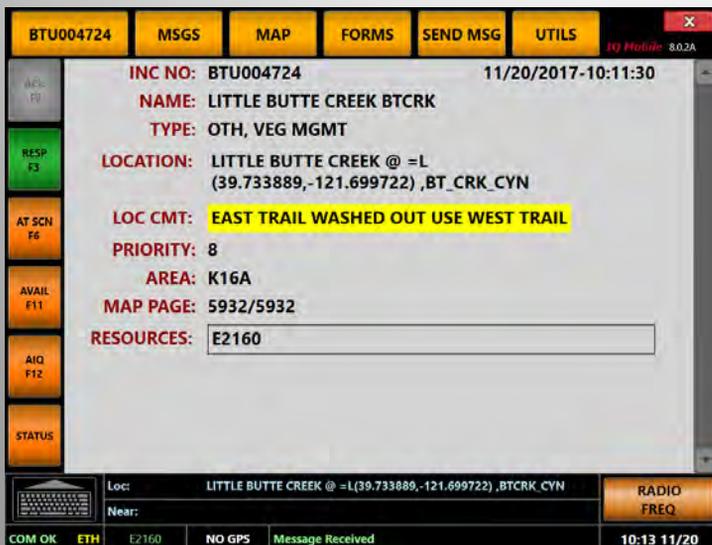
Thomas Keating, Fire Chief

IQ Mobile Application (version 8)

The screenshot displays the IQ Mobile application interface. At the top, there are several colored buttons: a red button with 'FKU004866', a yellow button with 'MSGS', a green button with 'MAP', a black button with 'FORMS' and a location pin icon, a yellow button with 'SEND MSG', and a yellow button with 'UTILS'. On the far right, there is a red button with a white 'X' and the text 'IQ Mobile 8.0.2A'. On the left side, there is a vertical stack of buttons: 'ACK F2' (grey), 'RESP F3' (green), 'AT SCN F6' (orange), 'AVAIL F11' (orange), 'AIQ F12' (orange), and 'STATUS' (orange). The central part of the screen is a map showing the Fresno area, including the Fresno River, Kings River, San Joaquin River, and California Aqueduct. Several vehicle icons are visible on the map, labeled with IDs: 'FKU004866' (a red location pin), 'E16' (a yellow and red bus icon), 'E4307' (a yellow and red bus icon), 'D4308' (a yellow and red bus icon), and 'B4305' (a yellow and red bus icon). A compass is located in the top right corner of the map area. On the right side of the map, there is a vertical stack of buttons: 'VEH' (orange), 'INC' (orange), a magnifying glass with a red cross (orange), a magnifying glass with a red minus sign (orange), a wrench and hammer icon (orange), 'LAYERS' (orange), and 'DIR' (orange). At the bottom of the map area, it says 'Powered by Esri'. Below the map, there is a black bar with white text: 'Loc: 9276 MILLERTON RD / 20000 AUBERRY RD ,CLOVIS' and 'Near: MILLERTON RD x AUBERRY RD ,CLOVIS ROAD'. On the far right of this bar, there is an orange button with 'RADIO' and 'FREQ' in white text. In the bottom left corner, there is a small icon of a building.

RadioMobile's IQ Mobile software application version 8 provides a mobile fleet with real-time mobile messaging, mapping, vehicle locations and status updates. IQ Mobile communicates with CAD providing a fast and efficient complement to voice communications while simultaneously interfacing with the host database to store and retrieve information. The application UI is built to customer requirements.

Features



- Incident and vehicle management
- Status updates and message creation
- On-screen keyboard with shortcuts
- Historical information lookup
- Communication of critical information
- Emergency Alert button
- Incident summary form
- Location history query and response forms
- Utility buttons for customization
- Action buttons for quick status updates
- Extensive use of buttons to initiate:
 - Commands
 - Form selection
 - Status updates
- Store-forward packet handling
- Automatic time stamping
- “Push out” application updates
- Mapping functionality provides:
 - Vehicle and incident location
 - Turn-by-turn navigation
 - Automatic route recalculation
 - Static local map data (network interface independent)
 - Lat/Lon identification
 - Distance calculation tools
 - Area calculation tools
 - Imagery overlay
 - Topological overlay
 - Operational layers (on/off)
 - Broadcast of neighboring vehicles displayed by radius
 - Locating resources



RadioMobile, Inc
 San Diego CA 92121-2448

Quote

Date	Quote #
8/21/2018	Q180821-1

Name/Address:
El Dorado County JPA Attn: Chief Keeting 480 Locust Road Diamond Springs, CA 95619

Item	Description	Quantity	Price	Total
PATR-3	Computer, "All in One", Mobile Data Patriot, w/ 1TB SSD, 16GB RAM, Multi-Touch Screen, 3.5" Industrial SBC, 12.1" Display	10	3,395.00	33,950.00T
SW-1102743	Sierra Wireless AirLink MP70+WiFi-LTE-A-NA & EMEA - DC cable	10	875.00	8,750.00T
SW-6001117	Sierra Wireless AirLink 6in1 SharkFin Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black	10	335.00	3,350.00T
170-4428	Module, Battery Backup Module (Saver) for MDC	10	159.00	1,590.00T
Installation w-MDC	Installation of MDCs (mounting hardware Included)	10	1,350.00	13,500.00T

Prices are valid for 90 days.
 Payment terms are Net 30.
 1.5% interest per month charged on balances over 30 days.
 Copy of quote should be attached to the P.O.

Subtotal	\$61,140.00
Sales Tax (7.25%)	\$4,432.65
Total	\$65,572.65

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

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

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

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

To provide Section 20516 (Employees Sharing Additional Cost) of an additional 1.5% for classic local safety members.

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

By: _____
Presiding Officer

Title

Date adopted and approved

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2018-12

RESOLUTION ADOPTING A POLICY FOR HONORING THE PUBLIC SERVICE OF ACTIVE EMPLOYEES, RETIRING EMPLOYEES AND BOARD MEMBERS

WHEREAS, a key priority for El Dorado Hills County Water District is the recruitment and retention of qualified, conscientious and motivated public employees and board members to serve the community.

WHEREAS, one element of pursuing this priority is communicating to employees and board members that their service to the community is valued and appreciated.

WHEREAS, such communications contribute to increased employee morale, job performance and retention.

WHEREAS, such communications also encourage people to consider public service as potential employment and a career.

WHEREAS, one opportunity to engage in such communication is when employees and board members reach milestone service years, are recognized for a specific award and/or retire.

WHEREAS, employee morale is promoted by having a consistent processes and standards for recognizing the public service of active and retiring employees.

WHEREAS, employees and board members will differ on what form of recognition is most meaningful to them; some will value a celebration, some will value a gift or plaque and others will value a gesture that underscores and reinforces their own commitment to public service.

NOW, THEREFORE, BE IT RESOLVED that a policy concerning recognition of active employee, retiring employees and board members is hereby adopted to read as follows:

EXPENDITURE FOR HONORING THE PUBLIC SERVICE OF ACTIVE EMPLOYEES, RETIRING EMPLOYEES AND BOARD MEMBERS

Purpose

On the following occasions, El Dorado Hills County Water District honors and celebrates the commitment and dedication of employees and board members to public service:

- 1) Employee reaches a milestone service year. For purposes of this policy, the completion of every 5 years of service will be considered a milestone.
- 2) Employee is selected and recognized for a specific award.
- 3) Employee retires from El Dorado Hills County Water District
- 4) Board Member serving at least 4 years of service ends his/her term

Policy

I. Retiring Employee Recognition

1. For retiring employees, the Board of Directors authorizes the expenditure of public monies for a celebration of the employee's service and one or more gestures thanking the retiree for his/her years of service as specified in this policy. These gestures can include one or more of the following up to the maximums specified in this policy:
 - a. Framed resolution of appreciation
 - b. Celebratory event
 - c. Flag box
 - d. Plaque
 - e. Gift Card (Non-Safety)
2. Entitlements shall be determined based on years of service as follows:

Years of Service	Recognition	Maximum Total Expenditure
5-14 years	- Resolution of Appreciation - Celebratory Event - Flag box, Plaque, or Professional Gear Photo (Safety) - \$200 Gift Card (Non-Safety)	\$750
15-29 years	- Resolution of Appreciation - Celebratory Event - Flag box, Plaque, or Professional Gear Photo (Safety) - \$350 Gift Card (Non-Safety)	\$1,000
30 years or more or Fire Chief	- Resolution of Appreciation - Celebratory Event - Flag box, Plaque, or Professional Gear Photo (Safety) - \$500 Gift Card (Non-Safety)	\$1,250

3. Retirement events, particularly those honoring top level employees, are intended as community celebrations and should therefore be held in an appropriate public venue whenever possible.

II. Active Employee Years of Service Recognition

1. For active employees reaching a service milestone, the Board of Directors authorizes the expenditure of public monies for a token of recognition as per the table below:

Years of Service	Recognition	Maximum Total Expenditure
5 years	- Years of Service Pin - Certificate	\$20
10 years	- Years of Service Pin - Certificate - Plaque	\$120
15 years	- Years of Service Pin - Certificate - \$100 Gift Card to local establishment	\$170
20 years	- Years of Service Pin - Certificate - \$200 Gift Card to local establishment - Mounted helmet shield with an eagle on top (Safety)	\$270
25 years	- Years of Service Pin - Certificate - \$250 Gift Card to local establishment - Playpipe Award (Safety)	\$340
30 years	- Years of Service Pin - Certificate - \$350 Gift Card to local establishment - Maltese Axe Award (Safety)	\$400

III. Employee Award Recognition

1. To recognize and honor employees for exceptional or meritorious conduct and to honor members of our community who have made a significant contribution to the Fire Department in the furtherance of public safety, the Board of Directors authorizes the expenditure of public monies for a token of recognition as per the table below:

Award	Recognition	Maximum Total Expenditure
Medal of Valor or Peter L. Bertelsen Medal	Gold Medal Ribbon	\$50
Fire Cross, Life Saving Award or Enduring Service Medal	Silver Medal Ribbon	\$50
Unit Citation Meritorious or Meritorious-Emergency	Plaque and Certificate	\$50
Moni Gilmore Memorial, Distinguished Service-Fire or EMS, Citizen Service Award, Firefighter of the Year, Employee of the Year, Volunteer of the Year, Customer Service of the Year Award or Service to Fellow Members	Plaque	\$125

IV. Board Members

1. For board members retiring from their term with 4 or more years of service, the Board of Directors authorizes the expenditure of public monies for a framed resolution of appreciation and a plaque. The total expenditure for this recognition is not to exceed \$150.

El Dorado Hill County Water District will not make a donation under this policy that is inconsistent with federal or state law.

Policy Review

This policy will be reviewed at least every two years. Further, it will be used in the El Dorado Hills County Water District's annual budgeting process.

PASSED, ADOPTED AND APPROVED by the Board of Directors of El Dorado Hills County Water District at a regular meeting on the 20th day of September 2018.

AYES:

NOES:

ABSENT:

Greg Durante, President

Jessica Braddock, District Secretary

Strike Team Leader Assignment – Deputy Chiefs Michael Lilienthal and David Brady – Carr Fire

Wind Complex: CA-SHU-007808
8/7/18 – 10:00 to 8/21/18 to 07:00 Hours
Total Hours Committed to Wind Complex: 333 Hours

Summary:

Deputy Chiefs Lilienthal and Brady were assigned as overhead to assume a Task Force Leader position (TFLD) at the Carr Fire per the dates and order numbers provided above. This was an OES Strike Team assignment as part of the California Master Mutual Aid Agreement. The Portal-to-Portal agreement is attached along with the O.E.S. reimbursement rate sheet which shows the pay rate for the Deputy Chief as \$79.37 per hour. Chief Brady was promoted to Deputy Chief as of 8/14/18 and his calculation is at his current pay rate of \$68.56 per hour. All costs including total time and Department Vehicle used to lead the Strike Team is reimbursed to the Department by the State of California O.E.S.

Fiscal Impact:

There is no fiscal impact to the District. The State of California will reimburse the District for all personnel and vehicle use costs.

Recommendation:

Staff recommends that Chief Lilienthal be awarded \$20,239.91 overtime compensation and Chief Brady be awarded \$8,707.60 overtime compensation per the following table for their O.E.S. assignment.

Chief Lilienthal

Total O.E.S. Strike Team Hours Committed	333 Hours
Less: Standard Duty Hours Already Compensated	<u>- 78 Hours</u>
Hours Committed to Incidents Beyond Standard	255 Hours

255 Hours x 79.37 per Hour =	\$20,239.91
------------------------------	--------------------

Chief Brady

Total O.E.S. Strike Team Hours Committed	333 Hours
Less: Standard Duty Hours Already Compensated	- 88 Hours
Less: OT Hours Already Compensated	<u>-118 Hours</u>
Hours Committed to Incidents Beyond Standard	127 Hours

127 Hours x 68.56 per Hour	\$8,707.60
----------------------------	-------------------

2018 SALARY SURVEY / ACTUAL ADMINISTRATIVE RATE

for the

AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO

THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

(California Fire Assistance Agreement)

Please complete and/or correct this salary survey information sheet (all fields on this form that pertain to your agency are required or survey may be returned due to lack of information). Return your completed survey as soon as possible to:

California Governor's Office of Emergency Services / Fire and Rescue Division
3650 Schriever Ave Mather, California 95655

or

FAX: (916) 845-8396

(To ensure receipt of your salary survey, we recommend mailing it to us "Certified with Return Receipt Requested")

Agency 3-Letter MACS I.D.:	EDH
Agency / Department Name:	EL DORADO HILLS FIRE DEPARTMENT
Chief's Name:	THOMAS KEATING
Chief's Email Address*:	tkeating@edhfire.com
Department Email Address:	
Physical Address, City, State, Zip:	1050 WILSON BLVD. EL DORADO HILLS, CA 95672
Mailing Address, City, State, Zip:	
Telephone Number:	916-933-6623
FAX Number:	916-933-5983
Federally Recognized Tribe? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Federal Fire Dept.? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
Dept. of Defense? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	

*Email is for the individual responsible for reviewing and processing the Salary Survey, Administrative Rate, and invoices.

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement.

Please provide the hourly Average Actual Rate or Base Rate for each classification used by your agency that is reflected in the chart below.

Instructions for completing the [Cal OES 2018 Salary Survey / Actual Administrative Rate](#) form.

Classification Title	Base Rates (ST) as of 06/01/2017	Avg. Actual Rate or Base Rate (ST) as of:		Above B/C with a MOU/MOA for above Straight Time (OT)		MOU/MOA/GBR for Portal to Portal	
				Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Chief	\$24.94 /per hour	93.09	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Deputy Chief	\$24.94 /per hour	79.37	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Division Chief	\$24.94 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Assistant Chief	\$24.94 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Battalion Chief	\$24.94 /per hour	61.40	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Co. Officer/Capt./Lt.	\$20.69 /per hour	46.33	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
App. Officer/Engineer	\$20.69 /per hour	38.05	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Firefighter/FF-PMedic	\$20.69 /per hour	33.13	/per hour			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Actual Administrative Rate** (due by July 1st):		0.1				(Enter as Decimal)	
Workers Compensation Insurance Rate:		.0844				(Enter as Decimal)	
Unemployment Insurance Rate:		.027				(Enter as Decimal)	
Agency Federal Taxpayer I.D. Number or Federal Employee I.D. Number:		94-6050436					
Agency Data Universal Numbering System (DUNS) Number:		171209950					

NOTE: These rates are not effective until the date they are received by Cal OES.

****If your Actual Administrative Rate is on file, you are required to update and complete an Actual Administrative Rate Calculation Sheet (Page 2) by July 1st, 2018. After that date, the rate will default back to 10%.**

What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Thomas Keating 6/12/17
 Print Name Authorized Representative Date

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.

(a) 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**.

(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.~~

(c) Tenant shall have the right to modify or upgrade the ~~Communication Facility~~Connection Space and the Equipment Space 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 materially increase the footprint of the ~~Premises~~Connection Space or Equipment Space; 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.~~

(d) Tenant shall not replace any existing, or install any new, antennas or microwave dishes within the Antenna Space (collectively, "Antenna Space Modifications") ~~without Landlord's prior written consent~~. For the avoidance of doubt, Antenna Space Modifications shall not include (i) removal (without replacement) of any antennas or microwave dishes from the Antenna Space, or (ii) repairs, maintenance or replacement of the other equipment within the Antenna Space not involving replacement of any existing, or installation of any new, antennas or microwave dishes within the Antenna Space. Landlord shall not disapprove of any Antenna Space Modifications unless Landlord reasonably determines such alterations will (a) materially increase the risk of injury to Landlord, its employees, guests, invitees or other users of the Property as a result of radio frequency emissions emitted in violation of applicable Laws (as defined below), based on the results of Tenant's Antenna Space Modifications RF Report (as defined below), but only in the event Tenant is required to provide Landlord with an Antenna Space Modifications RF Report according to the provisions set forth below, (b) affect the exterior appearance of the fire station on the Property, or (c) materially interfere with Landlord's operations on the Property.

(e) Landlord shall approve in writing or disapprove of Tenant's proposed Antenna Space Modifications, which disapproval shall be in writing and shall state in detail in what way Tenant's proposed Antenna Space Modifications are inconsistent with the immediately preceding sentence, within forty-five (45) days after the later to occur of Landlord's receipt of (i) Tenant's request for approval of its proposed Antenna Space Modifications, or (ii) (if applicable) Tenant's Antenna Space Modifications RF Report (as defined below); failing which Tenant's proposed Antenna Space Modifications shall be deemed approved by Landlord.

(f) If Tenant reasonably believes that its proposed Antenna Space Modifications will materially increase the risk of injury to Landlord, its employees, guests, invitees or other users of the Property as a result of radio frequency emissions, then Tenant shall, at Tenant's sole cost and expense, prepare, or cause to be prepared, a radio frequency emissions report for Tenant's Communications Facility, as it is anticipated to exist after the proposed Antenna Space Modifications (the "Antenna Space Modifications RF Report").

(g) If Landlord disapproves of any proposed Antenna Space Modification, then Tenant shall have the right to either revise its plans for the Antenna Space Modifications and submit the revised plans to Landlord for approval, which revised plans Landlord shall approve or disapprove according to the provisions set forth in subsection (e) above, or terminate this Agreement in accordance with the provisions set forth in Section 6 below.

(h) Contemporaneously with Tenant's initial construction of the Communication Facility, Tenant shall, at Tenant's sole cost and expense, paint ground markings on the Property in accordance with Supplemental Figure C prepared by Hammett & Edison, Inc. and attached hereto as Exhibit F (the "Ground Markings"). Throughout the Term (as defined below), Tenant shall repaint the Ground Markings as and when needed, as reasonably determined by Tenant.

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: [2 Permitted Use](#), 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 tenantable 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]

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:

1. 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

Document comparison by Workshare 9.5 on Monday, August 27, 2018 11:30:19 AM

Input:	
Document 1 ID	interwovenSite://DMSPROXY/Active/95201216/3
Description	#95201216v3<Active> - EDHCWD Lease_Fire Station 85_Pat Dorado_CNU1612 Option and Structure Lease Agreement (MGW 2018-02-22)
Document 2 ID	interwovenSite://DMSPROXY/Active/95201216/4
Description	#95201216v4<Active> - EDHCWD Lease_Fire Station 85_Pat Dorado_CNU1612 Option and Structure Lease Agreement (MGW 2018-08-24)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	17
Deletions	9
Moved from	4
Moved to	4
Style change	0
Format changed	0

Total changes	34
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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.

(a) 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 (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**.

(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.

(c) Tenant shall have the right to modify or upgrade the Connection Space and the Equipment Space 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 materially increase the footprint of the Connection Space or Equipment Space; provided, however, that Tenant shall give Landlord notice of such modifications and upgrades.

(d) Tenant shall not replace any existing, or install any new, antennas or microwave dishes within the Antenna Space (collectively, "**Antenna Space Modifications**") without Landlord's prior written consent. For the avoidance of doubt, Antenna Space Modifications shall not include (i) removal (without replacement) of any antennas or microwave dishes from the Antenna Space, or (ii) repairs, maintenance or replacement of the other equipment within the Antenna Space not involving replacement of any existing, or installation of any new, antennas or microwave dishes within the Antenna Space. Landlord shall not disapprove of any Antenna Space Modifications unless Landlord reasonably determines such alterations will (a) materially increase the risk of injury to Landlord, its employees, guests, invitees or other users of the Property as a result of radio frequency emissions emitted in violation of applicable Laws (as defined below), based on the results of Tenant's Antenna Space Modifications RF Report (as defined below), but only in the event Tenant is required to provide Landlord with an Antenna Space Modifications RF Report according to the provisions set forth below, (b) affect the exterior appearance of the fire station on the Property, or (c) materially interfere with Landlord's operations on the Property.

(e) Landlord shall approve in writing or disapprove of Tenant's proposed Antenna Space Modifications, which disapproval shall be in writing and shall state in detail in what way Tenant's proposed Antenna Space Modifications are inconsistent with the immediately preceding sentence, within forty-five (45) days after the later to occur of Landlord's receipt of (i) Tenant's request for approval of its proposed Antenna Space Modifications, or (ii) (if applicable) Tenant's Antenna Space Modifications RF Report (as defined below); failing which Tenant's proposed Antenna Space Modifications shall be deemed approved by Landlord.

(f) If Tenant reasonably believes that its proposed Antenna Space Modifications will materially increase the risk of injury to Landlord, its employees, guests, invitees or other users of the Property as a result of radio frequency emissions, then Tenant shall, at Tenant's sole cost and expense, prepare, or cause to be prepared, a radio frequency emissions report for Tenant's Communications Facility, as it is anticipated to exist after the proposed Antenna Space Modifications (the "Antenna Space Modifications RF Report").

(g) If Landlord disapproves of any proposed Antenna Space Modification, then Tenant shall have the right to either revise its plans for the Antenna Space Modifications and submit the revised plans to Landlord for approval, which revised plans Landlord shall approve or disapprove according to the provisions set forth in subsection (e) above, or terminate this Agreement in accordance with the provisions set forth in Section 6 below.

(h) Contemporaneously with Tenant's initial construction of the Communication Facility, Tenant shall, at Tenant's sole cost and expense, paint ground markings on the Property in accordance with Supplemental Figure C prepared by Hammett & Edison, Inc. and attached hereto as Exhibit F (the "Ground Markings"). Throughout the Term (as defined below), Tenant shall repaint the Ground Markings as and when needed, as reasonably determined by Tenant.

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: 2 Permitted Use, 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 tenantable 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]

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:

1. 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:

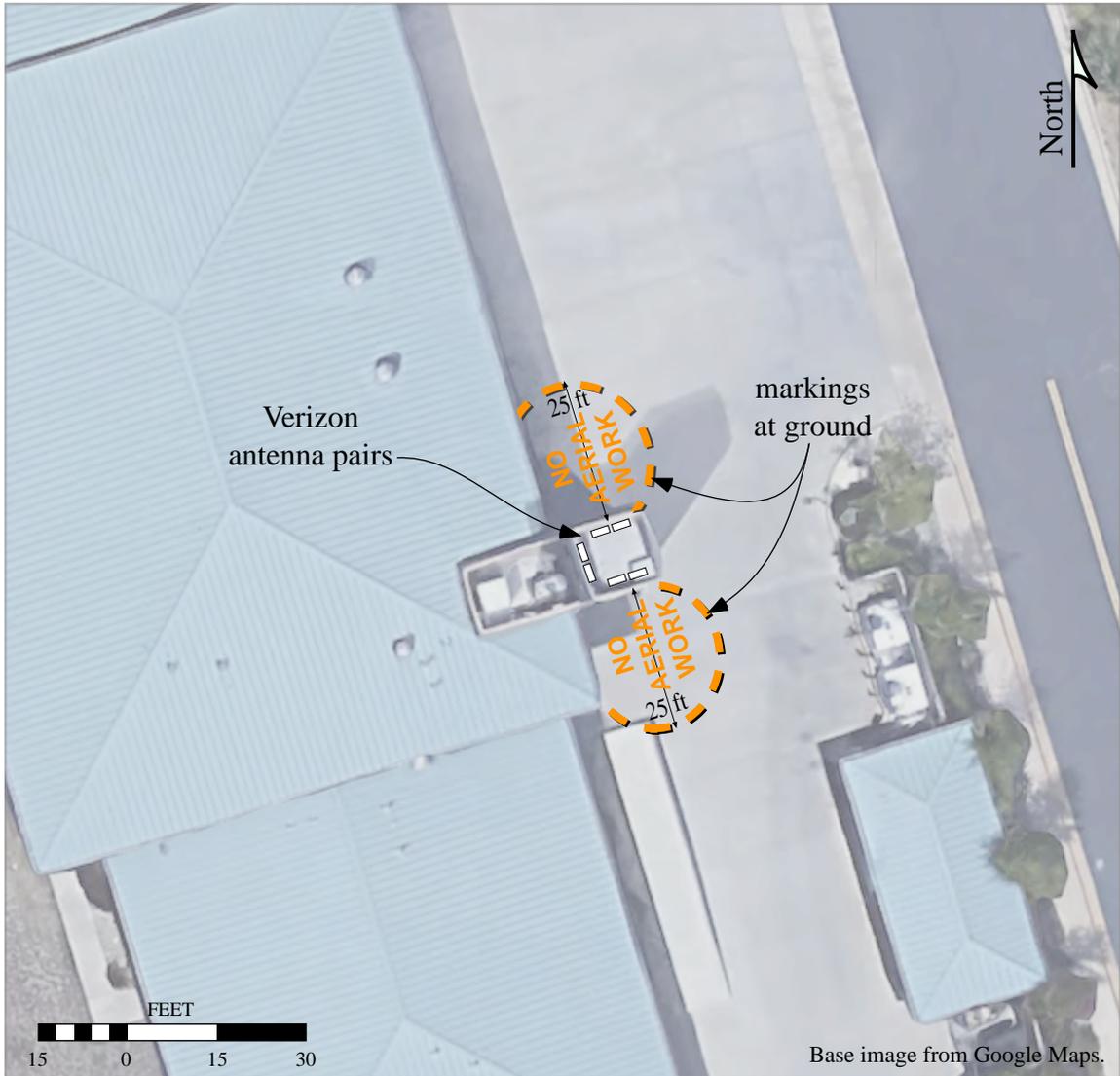
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING A PORTION OF LOT 'R' AND LOT 6, AS SHOWN ON THE PLAT OF "EL DORADO HILLS SPECIFIC PLAN UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK H OF MAPS, PAGE 78, AND A PORTION OF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

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

**Markings at Ground to Indicate Extent of Areas Exceeding
FCC Occupational Limit in Immediate Airspace (45–54 feet above ground)**



Notes: See report dated May 8, 2018.



MANY MANY thanks to the firefighters of TF4807
@metro_fire_sacramento, @sffdpio , @southplacerFD
and @edhfire who saved our farm, homes and structures
the night of August 2nd in the #ranchfire
#MendocinoComplex



11:19 PM · Aug 8, 2018

12 Retweets 35 Likes



Kristin Cramer
Administrative Assistant

COUNTY OF EL DORADO
RECORDER CLERK - REGISTRAR OF VOTERS - VETERANS AFFAIRS
William E. Schultz



Recorder-Clerk
Commissioner of Civil Marriages
360 Fair Lane
Placerville CA 95667
www.edcgov.us/countyclerk/
Phone: 530.621.5490
Jane Kohlstedt
Assistant Recorder-Clerk

Registrar of Voters
2850 Fairlane Court
PO Box 678001
Placerville CA 95667
www.edcgov.us/elections/
Phone: 530.621.7480 Fax: 530.626.5514
Linda Webster
Assistant Registrar of Voters

Veterans Affairs Office
130 Placerville Drive,
Placerville CA 95667
www.edcgov.us/veterans/
Phone: 530.621.5893
William E. Schultz
Veterans Affairs Interim Dept. Head
Lance Poinsett
Veterans Service Officer

July 9, 2018

To: Our Precinct Facilities

Ref: June 5, 2018 Gubernatorial Primary Election

Hello to all of you. I can only say "thank you" for your efforts during the June 5, 2018 Gubernatorial Primary Election. Your continued dedication to our county's election process is very much appreciated by not only me, but the entire staff here at the Elections Department. The use of your facility contributed to a very successful election.

I wish to acknowledge your ability to handle this Gubernatorial Primary Election, which was impressive, to say the least. The participation and use of your facility is of the utmost importance to our Elections process. Again, many thanks to everyone involved.

I hope you will continue to offer your facility as well as help us with your time and experience during future elections. You're part of our great team here at the Elections Department, and please remember we can always use more references from you for future poll workers.

Very truly yours,

A handwritten signature in black ink that reads "William E. Schultz".

William "Bill" Schultz



PRELIMINARY VS. TENTATIVE FINAL BUDGET



El Dorado Hills Fire Department

2018/19 Tentative Final Budget vs. Preliminary Budget

Summary of Significant Changes

- Secured, Unsecured, Homeowners and Sacramento County Tax Revenue updated based on change in assessed value of the District published by El Dorado County (official revenue estimates have not yet been published)
- Supplemental Tax Revenue updated based on 3-year historical average
- OES and Interest Revenue updated based on final 2017/18 actual
- Salaries & Wages updated to reflect safety employee wage rate adjustment at half the increase in District assessed value
- Salaries & Wages updated to remove 5 months of Fire Chief, add a Deputy Chief, and reduce the number of floaters from 3 to 1 based on current staffing levels
- Volunteer Pay adjusted for estimated CVIS and Intern stipends
- Overtime adjusted to reflect decrease in floaters from 3 to 1 based on current staffing levels
- PERS Retirement updated based on actual lump sum payment invoices received from CalPERS
- PERS Health updated based on published 2019 health rates
- Removed Vacation/Sick Expense Reserve from Fund Budget
- Equipment Maintenance (Tires) updated based on final 2017/18 actual trend
- Election Fees removed as District will not appear on 2018 ballot
- IT Equipment added as new category. Moved IT Equipment previously budgeted as capital assets
- Separated Pension and OPEB UAL Additional Lump Sum Payments and added \$500,000 for OPEB based on budgeted excess of revenue over expenditures

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



	General Fund	Capital Replacement Fund	Development Fee Fund	TENTATIVE FINAL All Funds	PRELIMINARY All Funds	VARIANCE	VARIANCE %
Revenue							
Property Tax Revenue	18,223,062			18,223,062	17,823,591	399,471	2%
Fire Prevention Fee Revenue	75,000			75,000	75,000	-	0%
Other Miscellaneous Operating Revenue	1,980,200			1,980,200	1,880,200	100,000	5%
Development Fee Revenue			2,000,000	2,000,000	2,000,000	-	0%
Proceeds from Sale of Assets	-			-	-	-	0%
Total Revenue	\$ 20,278,262	\$ -	\$ 2,000,000	\$ 22,278,262	\$ 21,778,791	\$ 499,471	2%
Expenditures							
Wages & Benefits	15,423,121	-	-	15,423,121	15,511,477	(88,356)	-1%
Other Operating Expenditures	1,836,308	-	-	1,836,308	1,796,442	39,866	2%
Pension/OPEB UAL Lump Sum Pmt	2,100,000	-	-	2,100,000	1,600,000	500,000	0%
Fixed Assets	-	781,035	1,200,425	1,981,460	1,993,460	(12,000)	-1%
Total Expenditures	\$ 19,359,429	\$ 781,035	\$ 1,200,425	\$ 21,340,889	\$ 20,901,379	\$ 439,510	2%
Revenue Less Expenditures	\$ 918,833	\$ (781,035)	\$ 799,575	\$ 937,373	\$ 877,412	\$ 59,961	7%
Reserve Fund Transfer Summary:							
Beginning Balance, 6/30/2017 (FORECAST)	\$ 15,940,929	\$ 3,803,787	\$ 8,190,666	\$ 27,935,382	\$ 26,043,722	\$ 1,891,660	7%
Transfer to/from General Reserve Fund	918,833	800,000	(6,090)	1,712,744	1,720,872	(8,128)	0%
Transfer to/from Capital Replacement Fund	(800,000)	(781,035)	-	(1,581,035)	(1,643,035)	62,000	-4%
Transfer to/from Development Fee Fund	6,090	-	799,575	805,665	799,575	6,090	1%
Total Increase/(Decrease) in Reserve Balances	124,923	18,965	793,485	937,373	877,412	59,961	7%
Ending Balance, 6/30/2018 (PROJECTED)	\$ 16,065,852	\$ 3,822,752	\$ 8,984,152	\$ 28,872,755	\$ 26,921,134	\$ 1,951,621	7%

El Dorado Hills Fire Department
Tentative Final vs. Preliminary Budget - General Fund
Fiscal Year 2018/19



	TENTATIVE FINAL Full Year Budget FY18/19	PRELIMINARY Full Year Budget FY18/19	Variance	Variance %
Revenue				
3240 · Tax Revenue				
3260 · Secured Tax Revenue	17,490,369	17,166,841	323,528	2%
3270 · Unsecured Tax Revenue	299,895	292,232	7,664	3%
3280 · Homeowners Tax Revenue	163,982	156,541	7,441	5%
3320 · Supplemental Tax Revenue	312,000	252,000	60,000	24%
3330 · Sacramento County Revenue	17,930	17,091	839	5%
3335 · Latrobe Revenue	-	-	-	0%
3335.2 · Latrobe Special Tax	36,840	36,840	-	0%
3335.3 · Latrobe Base Transfer	256,000	256,000	-	0%
3340 · Property Tax Administration Fee	(353,953)	(353,953)	-	0%
Total 3240 · Tax Revenue	18,223,062	17,823,591	399,471	2%
3506 · Misc. Revenue, Fire Prev. Fees	75,000	75,000	-	0%
3510 · Misc. Operating Revenue				
3511 · Contributions	-	-	-	0%
3512 · JPA Revenue	1,150,000	1,150,000	-	0%
3513 · Rental Income (Cell site)	25,200	25,200	-	0%
3515 · OES/Mutual Aid Reimbursement	560,000	525,000	35,000	7%
3520 · Interest Earned	225,000	160,000	65,000	41%
3510 · Misc. Operating Revenue - Other	20,000	20,000	-	0%
Total 3510 · Misc. Operating Revenue	1,980,200	1,880,200	100,000	5%
3570 · Proceeds from Sale of Assets	-	-	-	0%
Total Revenue	\$ 20,278,262	\$ 19,778,791	\$ 499,471	3%
Operating Expenditures				
6000 · Wages & Benefits				
6001 · Salaries & Wages, Fire	6,171,004	6,243,614	(72,610)	-1%
6011 · Education/Longevity Pay	453,872	464,497	(10,625)	-2%
6016 · Salaries & Wages, Admin/Prev	697,794	697,794	-	0%
6017 · Volunteer Pay	25,000	10,000	15,000	0%
6018 · Director Pay	17,850	17,850	-	0%
6019 · Overtime			-	
6019.1 · Overtime, Operational	1,592,205	1,463,690	128,515	9%
6019.2 · Overtime, Outside Aid	480,000	450,000	30,000	7%
6019.3 · Overtime, JPA	115,832	115,832	-	0%
Total 6019 · Overtime	2,188,037	2,029,522	158,515	8%

El Dorado Hills Fire Department

Tentative Final vs. Preliminary Budget - General Fund Fiscal Year 2018/19



	TENTATIVE FINAL Full Year Budget FY18/19	PRELIMINARY Full Year Budget FY18/19	Variance	Variance %
6020 · P.E.R.S. Retirement	2,479,525	2,524,968	(45,443)	-2%
6030 · Workers Compensation	659,027	659,027	-	0%
6031 · Life Insurance	6,512	6,607	(96)	-1%
6032 · P.E.R.S. Health Benefits	1,449,396	1,467,105	(17,709)	-1%
6033 · Disability Insurance	17,052	17,346	(294)	-2%
6034 · Health Cost of Retirees	916,254	930,028	(13,774)	-1%
6040 · Dental/Vision Expense	188,760	191,160	(2,400)	-1%
6050 · Unemployment Insurance	14,490	14,490	-	0%
6060 · Vacation & Sick Expense Reserve	-	100,000	(100,000)	-100%
6070 · Medicare	138,549	137,469	1,080	1%
Total 6000 · Wages & Benefits	15,423,121	15,511,477	(88,355)	-1%
Salaries & Wages as a % of Revenue	76%	78%		
6100 · Clothing & Personal Supplies				
6001 · Uniform Allowance	54,400	55,200	(800)	-1%
6002 · Other Clothing & Personal Supplies	67,276	64,268	3,008	5%
Total 6100 · Clothing & Personal Supplies	121,676	119,468	2,208	2%
6110 · Network/Communications				
6111 · Telecommunications	49,699	42,357	7,342	17%
6112 · Dispatch Services	60,000	60,000	-	0%
6113 · Network/Connectivity	50,012	50,012	-	0%
Total 6110 · Network/Communications	159,711	152,369	7,342	5%
6120 · Housekeeping	37,960	37,960	-	0%
6130 · Insurance				
6131 · General Insurance	55,000	55,000	-	0%
Total 6130 · Insurance	55,000	55,000	-	0%
6140 · Maintenance of Equipment				
6141 · Tires	35,000	25,000	10,000	40%
6142 · Parts & Supplies	20,000	20,000	-	0%
6143 · Outside Work	130,000	130,000	-	0%
6144 · Equipment Maintenance	41,753	41,753	-	0%
6145 · Radio Maintenance	43,696	43,696	-	0%
Total 6140 · Maintenance of Equipment	270,449	260,449	10,000	4%
6150 · Maintenance, Structures & Ground	103,859	99,739	4,120	4%

El Dorado Hills Fire Department

Tentative Final vs. Preliminary Budget - General Fund Fiscal Year 2018/19



	TENTATIVE FINAL Full Year Budget FY18/19	PRELIMINARY Full Year Budget FY18/19	Variance	Variance %
6160 · Medical Supplies				
6161 · Medical Supplies	5,000	5,000	-	0%
Total 6160 · Medical Supplies	5,000	5,000	-	0%
6170 · Dues and Subscriptions	12,610	12,610	-	0%
6180 · Miscellaneous				
6181 · Miscellaneous	3,500	3,500	-	0%
6182 · Honor Guard	5,000	5,000	-	0%
6183 · Explorer Program	2,000	2,000	-	0%
6184 · Pipes and Drums	-	-	-	0%
Total 6180 · Miscellaneous	10,500	10,500	-	0%
6190 · Office Supplies	20,109	20,109	-	0%
6200 · Professional Services				
6201 · Audit	13,500	15,900	(2,400)	-15%
6202 · Legal/Human Resources	193,250	193,250	-	0%
6203 · Notices	2,500	2,500	-	0%
6204 · Other Professional Services	94,653	93,363	1,290	1%
6205 · Elections/Tax Administration	-	25,000	(25,000)	0%
6206 · Public Relations	6,566	2,566	4,000	0%
Total 6200 · Professional Services	310,469	332,579	(22,110)	-7%
6210 · Information Technology				
6211 · Software Licenses/Subscriptions	63,850	63,850	-	0%
6212 · IT Support/Implementation	118,000	118,000	-	0%
6213 · IT Equipment	36,978	-	36,978	100%
Total 6210 · Information Technology	218,827	181,850	36,978	100%
6220 · Rents and Leases				
6221 · Facilities/Equipment Lease	-	-	-	0%
6222 · Solar Lease	67,224	67,224	-	0%
Total 6220 · Rents and Leases	67,224	67,224	-	0%
6230 · Small Tools and Supplies				
6231 · Hose	19,928	19,928	-	0%
6232 · Small Tools & Equipment - Apparatus	9,682	9,682	-	0%
6233 · Small Tools & Equipment - Station	48,015	48,015	-	0%
Total 6230 · Small Tools and Supplies	77,625	77,625	-	0%

El Dorado Hills Fire Department

Tentative Final vs. Preliminary Budget - General Fund Fiscal Year 2018/19



	TENTATIVE FINAL Full Year Budget FY18/19	PRELIMINARY Full Year Budget FY18/19	Variance	Variance %
6240 · Special Expenses				
6241 · Training	155,107	145,107	10,000	7%
6242 · Fire Prevention	49,582	51,982	(2,400)	-5%
Total 6240 · Special Expenses	204,689	197,089	7,600	4%
6250 · Transportation and Travel				
6251 · Fuel and Oil	62,000	62,000	-	0%
6252 · Travel	25,000	25,000	-	0%
6253 · Meals & Refreshments	23,000	23,000	-	0%
Total 6250 · Transportation and Travel	110,000	110,000	-	0%
6260 · Utilities				
6261 · Electricity	10,600	16,872	(6,272)	-37%
6262 · Natural Gas/Propane	20,000	20,000	-	0%
6263 · Water/Sewer	20,000	20,000	-	0%
Total 6260 · Utilities	50,600	56,872	(6,272)	-11%
Total Operating Expenditures	\$ 17,259,429	\$ 17,307,919	\$ (48,490)	0%
Revenue - Operating Expenditures	\$ 3,018,833	\$ 2,470,872	\$ 547,961	22%
6560 · Pension UAL Additional Lump Sum Pmt	1,600,000	1,600,000	-	0%
6570 · OPEB UAL Additional Lump Sum Pmt	500,000	-	(500,000)	0%
Total Expenditures	\$ 19,359,429	\$ 18,907,919	\$ 451,510	2%
Total Revenue - Total Expenditures	\$ 918,833	\$ 870,872	\$ 47,961	6%

El Dorado Hills Fire Department
 Change in Pension Funded Status
 As of 6/30/2017



	As of June 30, 2014		As of June 30, 2015		As of June 30, 2016		As of June 30, 2017 (7.25% Discount Rate)		As of June 30, 2017 (7% Discount Rate)	
	Net Pension Unfunded Liability	% Funded	Net Pension Unfunded Liability	% Funded	Net Pension Unfunded Liability	% Funded	Net Pension Unfunded Liability	% Funded	Net Pension Unfunded Liability	% Funded
Classic Safety Plan	9,913,883	81%	12,724,016	78%	15,798,270	75%	15,935,883	77%	18,099,620	75%
Classic Misc. Plan	460,891	83%	572,656	81%	791,892	75%	785,529	76%	876,516	74%
Safety Tier 2 Plan	N/A	N/A	1,493	93%	13,429	91%	14,334	96%	28,598	92%
Misc. Tier 2 Plan	N/A	N/A	N/A	N/A	1,547	93%	1,386	98%	4,391	94%
PEPRA Safety Plan	127	81%	7,026	94%	25,339	88%	26,737	94%	44,348	90%
PEPRA Misc. Plan	N/A	N/A	455	95%	3,162	91%	2,822	97%	6,656	93%
Grand Total	\$ 10,374,901	81.5%	\$ 13,305,646	78.6%	\$ 16,633,639	75.2%	\$ 16,766,691	77.4%	\$ 19,060,129	74.9%

Data Based on CalPERS Annual Valuation Reports - Valuation Date of June 30, 2017