



**RANCHO SANTA FE FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS MEETING  
AGENDA**

Rancho Santa Fe FPD  
Board Room – 18027 Calle Ambiente  
Rancho Santa Fe, California 92067

June 20, 2018  
1:00 pm PT  
Special (*in lieu or regular*) Meeting

**RULES FOR ADDRESSING BOARD OF DIRECTORS**

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call
2. Motion waiving reading in full of all Resolutions/Ordinances
3. Public Comment

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

4. Consent Calendar
  - a. Board of Directors Minutes  
Board of Directors minutes of May 9, 2018  
ACTION REQUESTED: **Approve**
  - b. Receive and File
    - i. Monthly/Quarterly Reports
      - (1) List of Demands Check 30064 thru 30183, Electronic File Transfers (EFT), and Wire Transfer(s) for the period May 1 – 31, 2018 totaling: \$ 485,482.64
      - Wire Transfer(s) period May 1 – 31, 2018 \$ 212,945.07
      - Payroll for the period May 1 – 31, 2018 \$ 628,175.16
      - TOTAL DISTRIBUTION \$1,326,602.87

(2) Activity Reports – May 2018

- i. Operations
- ii. Training
- iii. Fire Prevention
- iv. Correspondence - letters/cards were received from the following members of the public:
  - LAFCO – Ballot Election Results
  - Ventura Fire Department

ACTION REQUESTED: [Information](#)

5. Old Business

a. CalPERS Unfunded Accrued Liability (UAL)

To discuss the District's UAL and provide direction to staff for plans to make additional payments

ACTION REQUESTED: [Direction and/or authorize payment](#)

6. Public Hearing

a. Fire Mitigation Fee Program: Resolution Adopting Multi-Year Facilities and Equipment Plan for Rancho Santa Fe Fire Protection District

ACTION REQUESTED: [A call for public comment \(oral or written\)](#)

7. Resolutions/Ordinance

a. Resolution No. 2018-07

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Approving an Update to the San Diego County Multi-Jurisdiction Hazard Mitigation Plan [Staff Report 18-15](#)

ACTION REQUESTED: [Adopt](#)

b. Resolution No. 2018-08

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Authorizing Signers on District Bank Account [Staff Report 18-16](#)

ACTION REQUESTED: [Adopt](#)

c. Resolution No. 2018-09

To discuss and/or adopt a resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting the Fire Mitigation Fee Fund Multi-Year Plan

ACTION REQUESTED: [Adopt](#)

8. New Business

a. Structure Lease Agreement

To discuss and/or approve the lease agreement between Rancho Santa Fe Fire Protection District and New Cingular Wireless [Staff Report 18-17](#)

ACTION REQUESTED: [Approve lease agreement and authorize Fire Chief to execute the contract](#)

b. CalPERS Unfunded Accrued Liability - NCDJPA

To discuss and/or approve the payment to NCDJPA for the District's proportionate share of the CalPERS UAL [Staff Report 18-18](#)

ACTION REQUESTED: [Approve lease agreement and authorize Fire Chief to execute the contract](#)

c. Preliminary Budget FY19

To discuss and/or approve the preliminary budget for the next fiscal year, and schedule a public hearing for final adoption

ACTION REQUESTED: [Approve and set public hearing](#)

9. Oral Report

- a. Fire Chief – Michel
- b. Operations – Deputy Chief
- c. Volunteer – Volunteer Recruitment/Retention Coordinator
- d. Training – Battalion Chief
- e. Fire Prevention – Fire Marshal
- f. Administrative Manager
  - i. Board Training – Ethics (December 2018)
  - ii. Board Training – Harassment (TBD)
- g. Board of Directors
  - i. North County Dispatch JPA – Update
  - ii. County Service Area – 17 – Update
  - iii. Comments

10. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Fire Chief and Deputy Chief

Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349

Under Negotiation: Meet and confer in good faith for changes in other terms and conditions of employment

11. Adjournment

The next regular meeting Board of Directors meeting to be July 11, 2018 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.



RANCHO SANTA FE FIRE PROTECTION DISTRICT  
Board of Directors Regular  
Meeting Agenda  
Wednesday, June 20, 2018  
1:00 pm PT

## CERTIFICATION OF POSTING

I certify that on June 14, 2018 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on June 14, 2018

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Karlana Rannals  
Board Clerk



## RANCHO SANTA FE FIRE PROTECTION DISTRICT

### Regular Board of Directors Meeting Minutes – May 09, 2018

*These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were actually considered.*

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

#### *Pledge of Allegiance*

Battalion Chief Davidson led the assembly in the *Pledge of Allegiance*.

#### 1. Roll Call

Directors Present: Ashcraft, Hillgren, Malin, Stine, Tanner *Director Hillgren participated via teleconference*

Directors Absent: None

Staff Present: Tony Michel, Fire Chief; Fred Cox, Deputy Chief; Bret Davidson, Battalion Chief; Brian Slattery, Battalion Chief; Marlene Donner, Fire Marshal; Frank Twohy, Volunteer Recruitment & Retention Coordinator; and Karlana Rannals, Board Clerk.

#### 2. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full all resolutions/ordinances. *The vote was conducted via roll call.*

#### 3. Public Comment

No one requested to speak to the Board.

#### 4. Consent Calendar

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the consent calendar as submitted. *The vote was conducted via roll call.*

##### a. *Board of Directors Minutes*

- i) Board of Directors minutes of April 18, 2018

##### b. *Receive and File*

- i) Monthly/Quarterly Reports

- 1. List of Demands Check 29943 thru 30063, Electronic Fire Transfers (EFT), and ACH Transfer(s) for the period April 1 – 30, 2018 totaling: \$ 208,782.81  
Wire Transfer(s) period April 1 – 30, 2018 \$ 212,254.40  
Payroll for the period April 1 – 30, 2018 \$ 615,317.05  
TOTAL DISTRIBUTION \$1,036,354.26
- 2. Budget Review – July 1, 2017 – March 31, 2018
- 3. Cash Statement – March 31, 2018
- 4. Quarterly Investment Review
- 5. Activity Reports – April, 2018
  - a) Operations

- b) Training
- c) Fire Prevention
- d) Correspondence – letters/cards were received from the following members of the public:
  - 1) Madeleine Pickens

c. *Replacement Vehicle – Purchase Modification*

By consent, the Board approved the replacement vehicle (Ford F150) with a Chevrolet 1500 WT for \$37,746.25.

5. Special Presentation

a. Safety Committee

The Rancho Santa Fe Fire Protection District Safety Committee gave a PowerPoint presentation on the District's efforts for cancer prevention. They included statistics, which include 60% of firefighter fatalities are attributed to occupational cancer, and they reviewed the proactive efforts in the purchase of equipment and/or development of programs in cancer prevention.

6. Old Business

a. None

7. New Business

a. Article XIII B California Constitution Appropriation Limit

Ms. Rannals summarized the staff report provided. She recommended that the Board of Directors select the following formula to calculate the District's new appropriation limit for the 2018/2019 fiscal year:

Change in California per capital personal income (3.67%) for the Cost of Living Factor, and  
Change in population within San Diego County average (.86%).

MOTION BY DIRECTOR STINE, SECOND BY DIRECTOR MALIN, and APPROVED to accept staff's recommendation for calculation of the District's appropriations limit on the following roll call vote:

AYES:	Ashcraft, Hillgren, Malin, Stine, Tanner
NOES:	None
ABSENT:	None
ABSTAIN:	None

b. Budget Authorization

Chief Michel summarized the staff report. He reported that RSF6 is staffed daily with four firefighting personnel, along with two volunteer coordinators during business hours. He informed the Board that RSF6 has an exhaust removal system; however, it is not as efficient as the PlymoVent system. He noted that although this item was not budgeted, the PlymoVent Vehicle Exhaust Removal System is a small price compared to firefighter safety and cancer prevention. Staff responded to questions from the Board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN *(the vote was conducted via roll call)* to accept staff's recommendation and approve the purchase of a PlymoVent Vehicle Exhaust System for \$46,988.07; and authorize the Fire Chief to execute the contract.

c. Surplus of Equipment

Chief Livingstone reported that vehicle ID 0011 is 18 years old, and was acquired in the fleet thru the reorganization with CSA-107. With the recent delivery of the new Type I engine, this engine is no longer needed. A preferred vendor, Fire Etc., has offered to give the District \$22,000 in store credit, which staff believes is more than what we could sell the engine at auction. Staff responded to questions from the Board.

MOTION BY DIRETOR MALIN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN *the vote was conducted via roll call*) to authorize the surplus and sale of vehicle ID 0011 to Fire Etc. for \$22,000 in store credit.

d. Surplus of Equipment

Chief Livingstone reported that vehicle ID 8961 is 29 years old and again was acquired in the fleet thru the reorganization with CSA-107. Due to the change in staffing at RSF6, this engine is no longer needed. A preferred vendor, Fire Etc., has offered to give the District \$6,000 in store credit, which staff believes is more than what we could sell the engine at auction. Staff responded to questions from the Board.

MOTION BY DIRETOR TANNER, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN *the vote was conducted via roll call*) to authorize the surplus and sale of vehicle ID 8961 to Fire Etc. for \$6,000 in store credit.

8. Resolutions/Ordinance

a. *Resolution No. 2018-04*

Ms. Rannals informed the Board that this resolution required by the County of San Diego must be renewed annually. If adopted, the special tax will continue at \$10.00 per benefit unit for FY19.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and ADOPTED Resolution No. 2018-04 entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Setting Benefit Charges for fiscal year 2018/2019* on the following roll call vote:

AYES:	Ashcraft, Hillgren, Malin, Stine, Tanner
NOES:	None
ABSENT:	None
ABSTAIN:	None

b. *Resolution No. 2018-05*

Ms. Rannals informed the Board that this resolution required by the County of San Diego must be renewed annually to continue the collection of the voter approved special assessment in the tax rate areas within the Elfin Forest/Harmony Grove reorganization. This assessment has a built in cost of living increase, that is 3% for FY19. If adopted, the special assessment will be \$156.83 per benefit unit for FY19.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and ADOPTED Resolution No. 2018-05 entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting Levies Establishing the Benefit Charges for fiscal year 2018/2019* on the following roll call vote:

AYES: Ashcraft, Hillgren, Malin, Stine, Tanner  
NOES: None  
ABSENT: None  
ABSTAIN: None

*c. Resolution No. 2018-06*

Ms. Rannals informed the Board that this resolution required by the State of California reflects the Board's action of selecting the formula to calculate the District's appropriations limit.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and ADOPTED Resolution No. 2018-06 entitled a *Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Determining the 2018/2019 Appropriations of Tax Proceeds* on the following roll call vote:

AYES: Ashcraft, Hillgren, Malin, Stine, Tanner  
NOES: None  
ABSENT: None  
ABSTAIN: None

9. Oral Report

a. Fire Chief – Michel

- i) Recognition Dinner – it was another hit. The Nicholas family appreciated their personalized gift; and a letter of appreciation was mailed on behalf of the District.
- ii) He has been working with Prevention staff on many different projects.
- iii) Battalion Chief Appointment: On May 1, 2018, Brian Slattery was promoted to Battalion Chief.

b. Operations – Deputy Chief

Chief Cox summarized the previous month's activity noting 291 calls, and he reported that there were no significant incidents to report on from the previous month.

c. Volunteer – Volunteer Recruitment Retention Coordinator

VRRRC Twohy reported that a volunteer was hired by the City of Oceanside and he read a letter of appreciation from volunteer Matthew Clark. In addition, volunteer hours totaled 1,524 hours the previous month.

d. Training – Battalion Chief

Chief Slattery conveyed his appreciation for the promotional opportunity. He is trying to get up to speed quickly and he is preparing for the new hire testing.

e. Fire Prevention – Fire Marshal

FM Donner reported on the previous month's activity that included the developments for Harmony Village South, The Lakes and a 236,000 square foot assisted living facility in 4S Ranch. Staff has discovered illegal occupancies because of annual business inspections, which have been forwarded to the County of San Diego Code Enforcement. Staff is also working to update the Fee Schedule Ordinance.

f. Administrative Manager

Ms. Rannals reminded the Board that the regular June meeting was moved to June 20, 2018.  
Board of Directors

- i) North County Dispatch JPA – Update: Ashcraft – the next meeting is planned for May 24, 2018. He did inform the Board of a news article about consolidated all dispatch centers under one roof.



- ii) County Service Area – 17 – Update: Stine – a meeting was held on May 1. The meeting included information on Influenza, noting 20,000 cases that resulted in 340 deaths. Also, a whooping cough epidemic is anticipated. The annual Sidewalk CPR campaign is planned for May 17.
- iii) Comments
  - 1. Malin – spoke of a New York Times article on roving stroke units and the urgency to get to the patient the needed medication and then to the hospital quickly. He spoke of his brother having a stroke recently.
  - 2. Ashcraft – he expressed his appreciation to Tom Hickerson for his service to the District. Tom passed away on April 29, 2018. He served as a District Director from August 14, 2002 – July 25, 2013.

*Ten-minute recess*

10. Closed Session

- a. Pursuant to section 54957, the board met in closed session from 2:40 – 3:44 to discuss the following:  
Public Employee Performance Evaluation  
Title: Fire Chief  
*All board members listed and Chief Tony Michel attended the closed session. NOTE: Director Stine department the meeting at 3:25 pm.*

The Fire Chief was given his performance evaluation. There was no action taken by the board.

11. Adjournment

Meeting adjourned at 3:47 pm.

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Karlana Rannals  
Secretary

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James H Ashcraft  
President

<i>Check No.</i>	<i>Amount</i>	<i>Vendor</i>	<i>Purpose</i>
30064	\$13.99	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
30065	\$1,606.05	Accountemps	Temporary Labor
30066	\$217.59	AT&T	Telephone RSF
30067	\$325.75	AT&T Calnet 2/3	Telephone RSF, Admin
30068	\$1,372.00	C.A.P.F.	Disability Ins Short & Long
30069	\$1,465.40	California Health & Safety Inc	Breathing Apparatus - Supplies and Parts
30070	\$99.99	Callback Staffing Solutions	Scheduling (Crewsense) Maintenance
30071	\$2,370.00	Cielo Village Partners LP	Cielo HOA Fees
30072	\$62.93	Complete Office of California Inc	Office Supplies
30073	\$2,939.87	COR Security Inc	Building RSF, Admin
30074	\$3,236.00	County of SD/RCS	CAP Code Paging Svc, 800 MHz Network Admin Fees
30075	\$381.16	Cox Communications	Telephone RSF
30076	\$1,394.44	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
30077	\$105.81	Dish	Cable RSF6
30078	\$295.96	EDCO Waste & Recycling Inc	Trash RSF
30079	\$716.16	Emergency Vehicle Group, Inc.	Repair - ID 1411
30080	\$1,373.27	Engineered Mechanical Services Inc	Building RSF
30081	\$71,417.29	Erickson-Hall Const Co Inc	RSF5 Station Design/Build
30082	\$2,445.65	Fire ETC Inc	Safety Equipment & Clothing (Protective)
30083	\$589.60	L N Curtis & Sons Inc	Fleet Equip Maintenance/Repair-Port Gen, UNIT 1811 & Safety Equip
30084	\$460.00	McVey, Craig A	Education/Training Reimbursement
30085	\$211.49	Metro Fire & Safety Inc	Safety: Extinguishers (Service & Purchas
30086	\$42,021.25	NCDJPA	Dispatching
30087	\$1,099.99	Philips Electronics North American C	CSA-17 Contract
30088	\$730.00	Power Plus!	Elec/Gas/Propane RSF5
30089	\$187.37	Rincon Del Diablo Municipal Water Di	Water RSF5
30090	\$4,861.60	SoCo Group Inc	Fuel: Gasoline & Diesel
30091	\$370.00	Terminix International	Building RSF
30092	\$42.51	U P S	Shipping Service
30093	\$15,050.82	U S Bank Corporate Payment System	Cal-Card./IMPAC program
30094	\$1,871.02	United Site Services	Sewer RSF
30095	\$1,849.49	Verizon Wireless	Cellular - Telephone
30096	\$2,219.67	Waste Management Inc	Trash RSF, RSF Assn - Patrol, NCDJPA Rebill

30097	\$6,560.00	WinTech Computer Services	Consulting Services
30098	\$13.99	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
30099	\$208.00	A to Z Plumbing Inc	Building RSF1
30100	\$600.00	Accme Janitorial Service Inc	Building ADMIN
30101	\$1,839.49	Accountemps	Temporary Labor
30102	\$1,718.98	AT&T Calnet 2/3	Telephone RSF
30103	\$4,817.99	California Health & Safety Inc	SCBA Maint & Repair/ Flow Test/ Hydro, Breathing Apparatus
30104	\$1,220.00	California's Own Native Landscape De	Landscaping RSF6
30106	\$1,105.83	COR Security Inc	Building RSF2
30107	\$33.87	EDCO Waste & Recycling Inc	Trash RSF6
30108	\$130.25	Jauregui & Culver Inc	Refuel Facility Repair
30109	\$249.44	Konica Minolta Business Inc	Copier Maintenance Contract
30110	\$12,826.33	L N Curtis & Sons Inc	Unit 1811 Equipment
30111	\$4,022.32	Olivenhain Municipal Water District	Sewer RSF4
30112	\$2,290.32	Olivenhain Municipal Water District	Water RSF & Training Facility
30113	\$84,000.00	Rancho Santa Fe Fire Protection Dist	Interfund Transfer
30114	\$2,000.00	Reserve Account	Postage
30115	\$212.07	Savmart Pharmaceutical Service	CSA-17 Contract
30117	\$780.95	SDG&E	Elec/Gas/Propane RSF6
30118	\$972.75	Smith, Tyler	SAFER VRRRC-Tuition Costs
30119	\$2,281.39	SoCo Group Inc	Fuel: Gasoline & Diesel
30120	\$1,593.66	ThyssenKrupp Elevator Inc	Elevator Service, NCDJPA Rebill
30121	\$544.99	Time Warner Cable	Telephone ADMIN
30122	\$15.45	U P S	Shipping Service
30123	\$51.35	Vista Paint Corp.	Hydrant Maintenance
30124	\$160.00	A to Z Plumbing Inc	Building RSF6
30125	\$169.38	A-OK Power Equipment	Fleet Equip Maintenance/Repair-Port Gen/
30126	\$933.75	Accountemps	Temporary Labor
30127	\$123.40	Airgas Inc	Safety: Breathing Air
30128	\$9,443.21	All Star Fire Equipment, Inc.	Safety Clothing (Protective)
30129	\$166.39	AT&T Calnet 2/3	Telephone RSF & Admin
30132	\$3,199.92	CoreLogic Information Solutions Inc	Computer - License/Software
30133	\$1,350.30	Emergency Vehicle Group, Inc.	Unit 1811 Equipment
30134	\$3,207.32	Fire ETC Inc	Safety Clothing (Protective) & Unit 1811 Equipment

30135	\$1,485.00	Fitch Law Firm Inc	Legal Services
30136	\$4,148.28	Guardian Life Insurance Co	Medical Insurance, Med/Dental - Retiree-Former Employees
30137	\$542.43	Home Depot, Inc	Apparatus:Tools/Equipment Repair, Radio Batteries, Fuel: Propane (Cooking),
30138	\$1,160.47	L+L Printers Carlsbad	Stn Maint, Breathing Apparatus, Hydrant Maint
30139	\$1,109.40	MES California	Radio Equipment Minor
30140	\$324.20	Metro Fire & Safety Inc	Fire Hose, Nozzles & Supply, Unit 1811 Equipment
30141	\$25,212.75	NCDJPA	Safety: Extinguishers (Service & Purchas
30142	\$30,000.00	Rancho Santa Fe Fire Protection Dist	Dispatching
30143	\$700.00	Santa Fe Irrigation District	Interfund Transfer
30145	\$240.00	SDCFCA	NCDJPA Rebill
30146	\$10,136.78	SDG&E	Meetings/Meal Expenses
30147	\$2,245.25	SoCo Group Inc	Elec/Gas/Propane RSF
30148	\$66.00	Terminix International	Fuel: Gasoline & Diesel
30149	\$110.33	Time Warner Cable	Building RSF6
30150	\$439.22	TPx	Cable RSF4, Admin
30151	\$3,446.80	Transamerican Mailing & Fulfillment	Telephone ADMIN
30152	\$15.45	U P S	Postage, Outside Printing & Binding
30153	\$425.61	Uniforms Plus	Shipping Service
30154	\$248.51	Verizon Wireless	Uniforms: Safety Personnel
30155	\$1,153.60	Western State Design Inc	Cellular - Telephone
30156	\$1,083.15	Accountemps	Station Maintenance - RSF2
30157	\$2,360.80	All Star Fire Equipment, Inc.	Temporary Labor
30158	\$249.98	AT&T	Safety Clothing (Protective)
30159	\$162.57	AT&T	Telephone/Cable RSF5
30160	\$105.00	B & B Appliance Service Dept	Telephone RSF
30161	\$526.41	Bay City Electric Works Inc	Station Maintenance - RSF2
30162	\$2,730.00	Cielo Village Partners LP	Generator Repair RSF1
30163	\$8.12	Complete Office of California Inc	Cielo HOA Fees
30164	\$469.00	County of San Diego, DEH	Office Supplies
30165	\$263.08	Cox Communications	Permit: County/City
30166	\$217.45	Entenmann-Rovin Co Inc.	Telephone/Cable RSF
30167	\$128.37	Fire ETC Inc	Uniforms: Safety Personnel
30168	\$277.91	Flyers Energy, LLC	Safety Equipment
			Fuel: Gasoline & Diesel

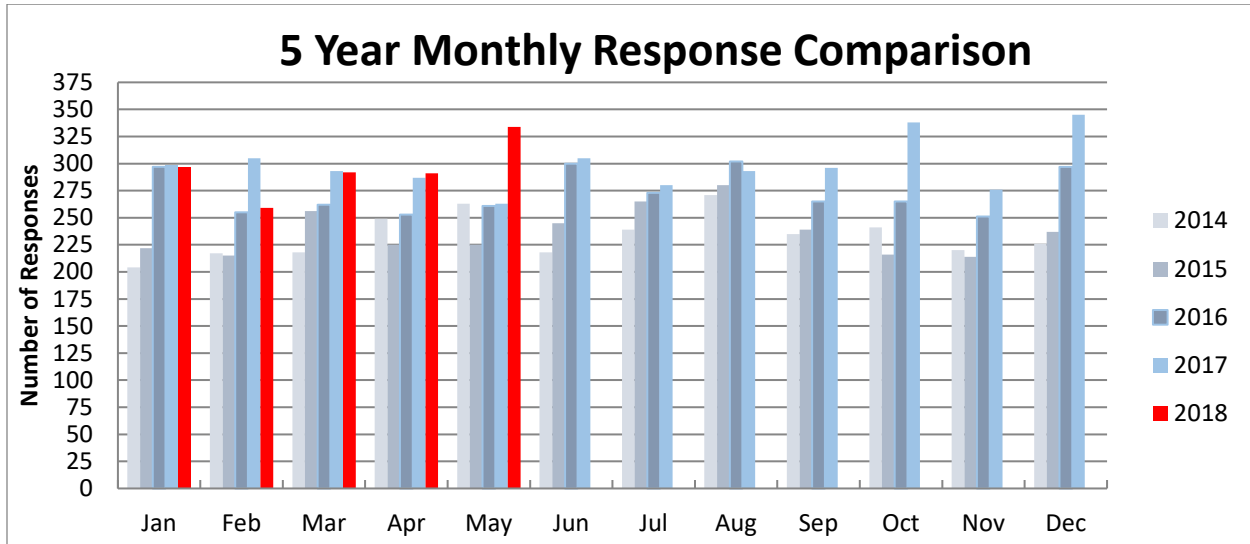
## Rancho Santa Fe Fire Protection District

## List of Demands - May 2018

30169	\$90.43	Griffin Hardware Co.	Station Maintenance - RSF2
30170	\$822.16	Lincoln National Life Ins Co	Life Insurance/EAP
30172	\$242.39	Napa Auto Parts Inc	Apparatus: Parts & Supplies
30173	\$52,813.17	North County EVS Inc	Scheduled & Repair, Apparatus: Parts & Supplies
30174	\$132.95	Orion Broadband	Telephone RSF1
30175	\$255.00	Pal Service Inc DBA Major League Pes	Building RSF5
30176	\$730.00	Power Plus!	Elec/Gas/Propane RSF5
30177	\$70.00	RSF Mail Delivery Solutions	Mail Delivery Service
30178	\$187.50	S2Technology, Inc.	Consulting Services
30179	\$1,693.60	SoCo Group Inc	Fuel: Gasoline & Diesel
30180	\$304.00	Terminix International	Building ADMIN, RSF
30181	\$15.45	U P S	Shipping Service
30182	\$262.42	United Site Services	Sewer RSF6
30183	\$6,560.00	WinTech Computer Services	Consulting Services
EFT000000000402	\$1,182.51	Rannals, Karlana	Admin - Meal/Lodging/Travel
EFT000000000403	\$307.38	Lenehan, Conor	Prevention - Meal/Lodging/Travel Exp
EFT000000000406	\$300.00	McQuead, David C	Training Equipment/Supplies: Expendable
MISC	\$15,474.55		
<b>Subtotal</b>	<b>\$485,482.64</b>		
ACH Transfer	\$65,680.27	CalPERS	June 2018 Health
ACH Transfer	\$147,264.80	CalPERS	April 2018 Ret
<b>Subtotal</b>	<b>\$212,945.07</b>		
5/15/2018	\$367,831.03	RSFFPD	Payroll
5/31/2018	260,344.13	RSFFPD	Payroll
<b>Subtotal</b>	<b>\$628,175.16</b>		
<b>Total</b>	<b><u>\$1,326,602.87</u></b>		

## May Incident Count

### Stations 1 - 6



2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	297	259	292	291	334								1473
YTD	297	556	848	1139	1473								1.8%
2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	299	305	293	287	263	305	280	293	296	338	276	345	3,580
YTD	299	604	897	1,184	1,447	1,752	2,032	2,325	2,621	2,959	3,235		8.2%
2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	297	255	262	253	261	300	273	302	265	265	251	297	3,281
YTD	297	552	814	1,067	1,328	1,628	1,901	2,203	2,468	2,733	2,984	3,281	15.6%
2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	222	215	256	225	225	245	265	280	239	216	214	237	2,839
YTD	222	437	693	918	1,143	1,388	1,653	1,933	2,172	2,388	2,602	2,839	1.3%
2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	204	217	218	249	263	218	239	271	235	241	220	226	2,801
YTD	204	421	639	888	1,151	1,369	1,608	1,879	2,114	2,355	2,575	2,801	2%

### Incident Response Summary by Station

Date Range: From 05/01/2018 To 05/31/2018

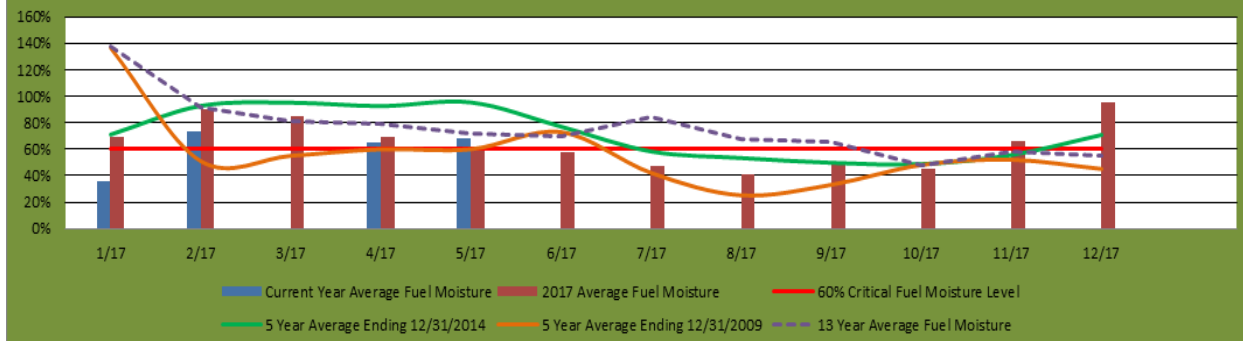
Station: RSF 1	93
Station: RSF 2	103
Station: RSF 3	52
Station: RSF 4	34
Station: RSF 5	31
Station: RSF 6	21
<b>Total Incident Count:</b>	<b>334</b>

### Incident Summary by Incident Type

Date Range: From 05/1/2018 To 04/31/2018

Incident Type	Incident Count
Fire	6
EMS/Rescue	166
Hazardous Condition	6
Service Call	45
Good Intent	71
False Call	30
Other	10
<b>Total</b>	<b>334</b>

### 2018 District Live Fuel Moistures



### Significant Incidents/Overhead Assignments

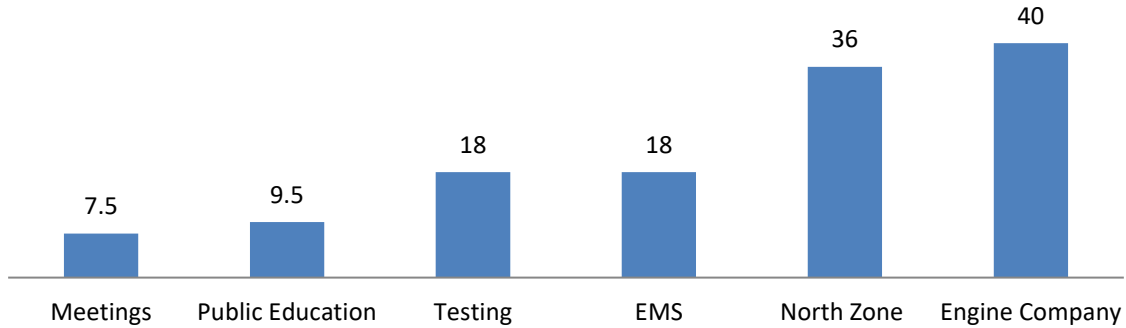
DATE	INCIDENT/ LOCATION	TYPE	UNIT/PERSON	MISC.
NO SIGNIFICANT INCIDENTS FOR THE MONTH OF MAY				

# Training Division

## May 2018

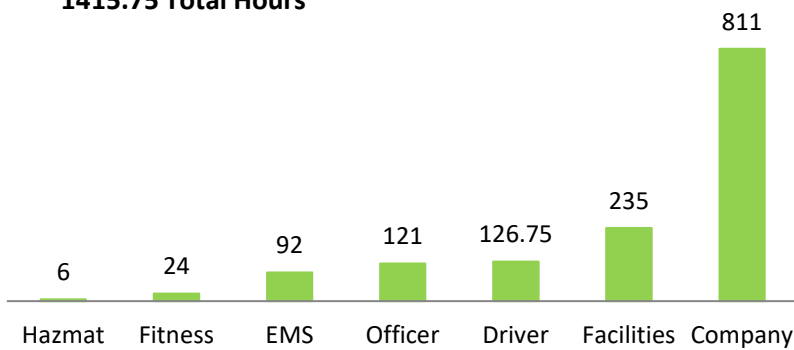
### Scheduled Training

129 Total Hours



### Total Individual Hours

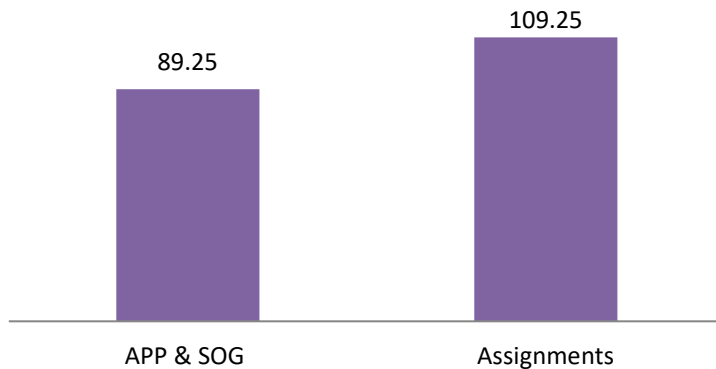
1415.75 Total Hours



1279.75 Professional  
+ 136 Volunteer  
1415.75

### Target Solutions (On Demand) Hours

198.5 Total Hours



106.5 Professional  
+ 92 Volunteer  
198.5 Total Hours



## Training Division - Descriptions

### Scheduled Training

Training hours are planned annually. This is to maintain a well organized year and to help the firefighters be successful with the hours required by Federal, State, Local.

### Total Individual Hours - 6 Subjects

Subject	Definition	Examples
<b>Company</b>	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
<b>Driver</b>	This is for documenting Driver Training hours. Per ISO standards employees considered a "Driver" will be required to complete 12 hours of Driver Training annually. You can use this same form to record Driver Training hours for Non-Drivers and it will be counted towards Company Training.	Apparatus Inspections & Maintenance, Basic Hydraulics, Defensive Driving, Maps, Driving Heavy Vehicles, Etc.
<b>Facility</b>	This is live training conducted at an approved site. For the location to be approved it must have at least two acres on the property, a three story tower, and a burn facility. It is also important to note that the training must not just occur on the approved site, but the facility itself must be used. If your users are just sitting in a classroom at an approved site, this cannot count towards facility hours and the completion would need to be applied elsewhere. However, if the classroom portion was followed by utilization of the facility, the entire time could count towards Facility Training.	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 472 Live Fire, NFPA 1403 Other NFPA Fire Based Training
<b>HazMat</b>	This is for documenting Hazardous Materials Training hours. Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training annually.	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, Etc.
<b>Officer</b>	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
<b>EMS</b>	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs). Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS

### Mandated Hours

Hours completed through an assignment on an online database (Target Solutions). Mandated assignments are required by either Federal, State, Local.

**Rancho Santa Fe Fire Protection District**  
**Fire Prevention Bureau Monthly Activity Summary**  
**May 2018**

**PLAN REVIEW**

RESIDENTIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	15	65,310
Fire Inspector	2	1,904
Fire Inspector/Forester	2	1,119
<b>TOTAL</b>	<b>19</b>	<b>68,333</b>
RESIDENTIAL ADDITIONS	Original Sq Footage	Added Sq Footage
Fire Marshal	5,934	568
Fire Inspector	0	0
Fire Inspector/Forester	0	1,071
<b>TOTAL</b>	<b>5,934</b>	<b>1,639</b>
COMMERCIAL PLAN REVIEWS	Number of Structures	Sq Footage
Fire Marshal	0	0
Fire Inspector	0	0
Fire Inspector/Forester	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>
TOTAL NEW CONSTRUCTION		Sq Footage
<b>Based on permitted Sq footage</b>	<b>Total Added</b>	<b>69,972</b>
FIRE SPRINKLER REVIEWS	Commercial	Residential
Fire Marshal	2	65
Fire Inspector	0	5
Fire Inspector/Forester	0	3
<b>TOTAL</b>	<b>2</b>	<b>73</b>
TENANT IMPROVEMENTS	Number of Structures	Sq Footage
Fire Marshal	16	30,096
Fire Inspector	0	0
Fire Inspector/Forester	0	0
<b>TOTAL</b>	<b>16</b>	<b>30,096</b>
LANDSCAPE REVIEWS	Number of Reviews	Staff Hours
Fire Marshal	0	0.00
Fire Inspector	9	7.00
Fire Inspector/Forester	19	9.25
<b>TOTAL</b>	<b>28</b>	<b>16.25</b>

**Rancho Santa Fe Fire Protection District**  
**Fire Prevention Bureau Monthly Activity Summary**  
**May 2018**

**SERVICES PROVIDED- FIRE PREVENTION**

<b>DPLU -All Staff</b>	<b>Number</b>	<b>Staff Hours</b>
Project Availability Forms	0	0.00
Use Permits	0	0.00
Zaps	0	0.00
Administrative Review	2	6.00
Habit Plans	0	0.00
Approval Letters	0	0.00
CWPP/FPP	0	0.00
<b>TOTAL</b>	<b>2</b>	<b>6.00</b>
<b>INSPECTION SERVICES- All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Undergrounds	1	2.00
Hydros (Fire Sprinklers)	35	23.50
Finals (Structures)	27	32.50
Landscape	10	9.00
Reinspections	15	1.00
Tents/Canopy	8	12.00
Burn Permits	0	0.00
Department of Social Service Licensing	0	0.00
Knox/Strobe	2	1.00
Code Enforcement	1	4.00
Engine Company Follow Up	2	4.00
Misc.	0	0.00
<b>TOTAL</b>	<b>101</b>	<b>89.00</b>
<b>HAZARD INSPECTIONS - All Staff</b>	<b>Number of Inspections</b>	<b>Staff Hours</b>
Weed Abatement Inspection	473	40.40
Weed Abatement Reinspection	89	13.75
1st Notice	80	20.00
2nd Notice	30	20.00
Final Notice	10	2.50
Forced Abatement	0	0.00
Postings	0	0.00
Annual Mailers	0	0.00
Homeowner Meeting	16	9.00
WUI	0	0.00
<b>TOTAL</b>	<b>698</b>	<b>105.65</b>
<b>GRADING -All Staff</b>	<b>Number of Reviews</b>	<b>Staff Hours</b>
Plan Review	6	6.00
<b>TOTAL</b>	<b>6</b>	<b>6.00</b>

**Rancho Santa Fe Fire Protection District**  
**Fire Prevention Bureau Monthly Activity Summary**  
**May 2018**

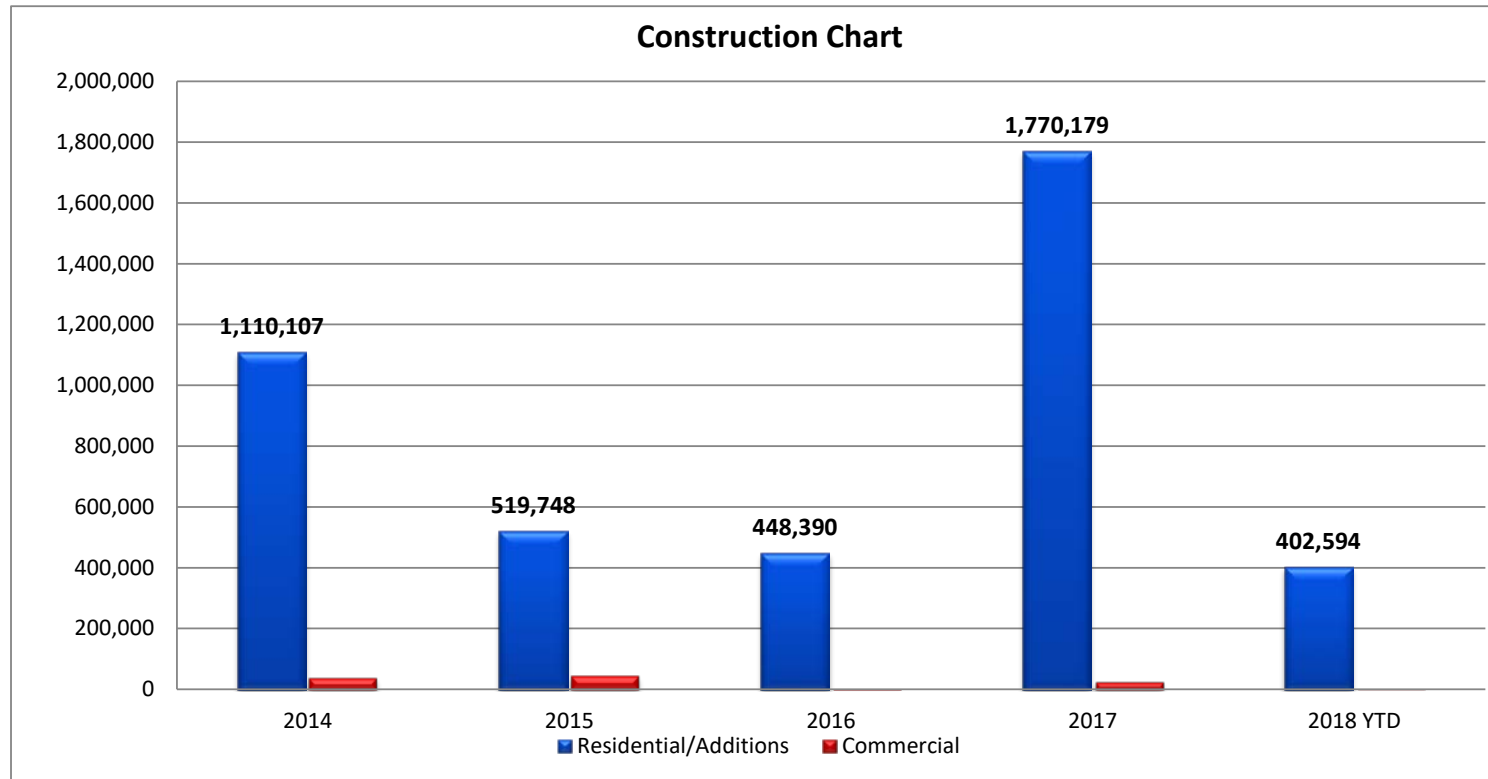
**ADMINISTRATIVE SERVICES- FIRE PREVENTION**

<b>SPECIAL ACTIVITIES/EDUCATION-All Staff</b>	<b>Number</b>	<b>Staff Hours</b>
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	0	0.00
Training Classes	6	36.00
Conferences	0	0.00
Meetings	68	66.0
Other	0	0.00
Supervision	0	0.00
Fuels Reduction	0	0.00
<b>TOTAL</b>	<b>74</b>	<b>102.00</b>
<b>FIRE PREVENTION -All Staff</b>	<b>Number</b>	<b>Staff Hours</b>
Incoming Phone Calls	378	93.75
Correspondence	599	149.75
Consultations	73	73.00
Plan Review	103	101.00
Scanning	200	50.00
General Office	90	90.00
<b>TOTAL</b>	<b>1,443</b>	<b>557.50</b>

**ADMINISTRATIVE SERVICES- OFFICE SUPPORT**

<b>OFFICE COORDINATOR-PREVENTION</b>	<b>Number</b>	<b>Staff Hours</b>
Phone Calls (All Administrative Staff) Internal & External	763	38.15
Correspondence	267	66.75
Walk in/Counter (All Administrative Staff)	408	34.00
Knox Application Request	6	1.50
Burn Permits	1	1.00
UPS Outgoing Shipments	3	0.25
Plan Accepted/Routed	103	101.00
Special Projects	10	10.00
Scanning Documents/Electronic Files	500	125.00
Meetings: Admin/Prevention/Admin Shift	10	5.00
Post Office Runs	1	0.50
Deposit runs and preparations	25	12.50
<b>TOTAL</b>	<b>2,097</b>	<b>395.65</b>

**Rancho Santa Fe Fire Protection District**  
**Fire Prevention Bureau Monthly Activity Summary**  
**May 2018**

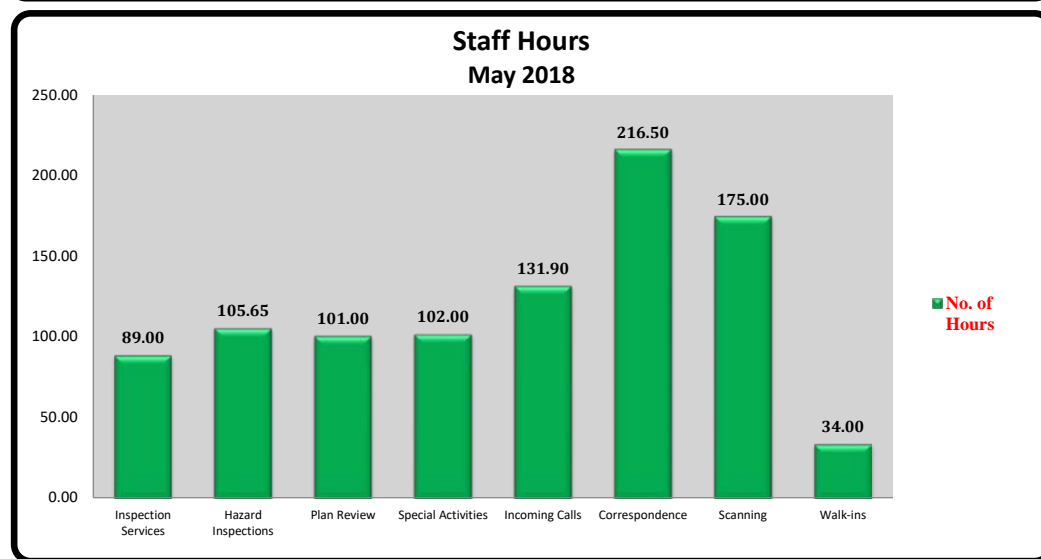
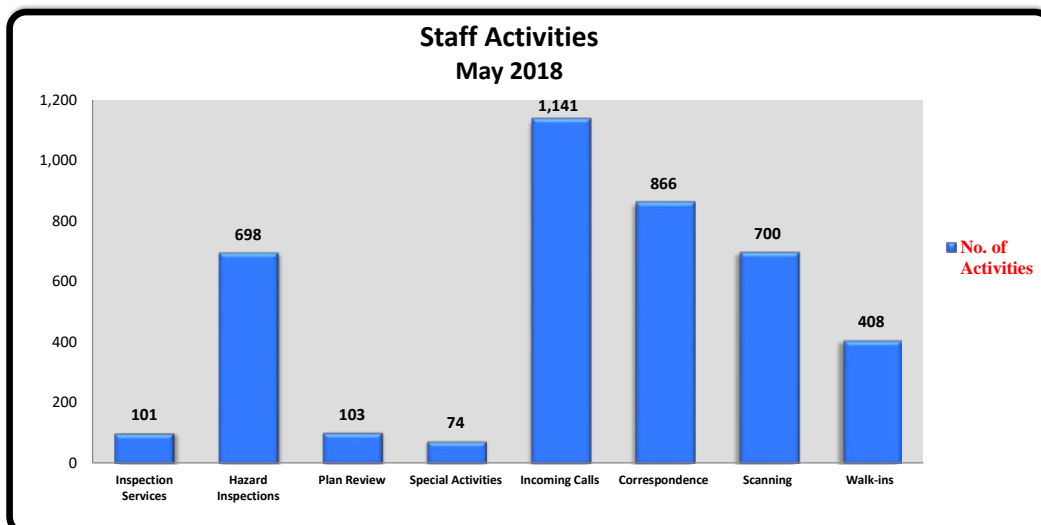


Year	Res/Add	Comm	Total
2014	1,110,107	36,156	1,146,263
2015	519,748	43,042	562,790
2016	448,390	2,047	450,437
2017	1,770,179	23,757	1,793,936
2017 YTD	243,167	10,209	253,376
2018 YTD	402,594	600	403,194

Comparison 2017/2018 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	48,435	40,807	23,518	61,889	78,701	220,963	585,112	58,173	43,534	69,405	313,889	249,484
2018	186,961	62,170	46,643	37,448	69,972							

**Rancho Santa Fe Fire Protection District**  
**Fire Prevention Bureau Monthly Activity Summary**  
**May 2018**



**Comparison 2016/2017 Total Monthly Hours/Activities**

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2187	2019	2614	2384	3137	3617	3300	3938	3537	3897	3462	3169
Hours	482.62	494.10	578.82	567.50	676.43	745.76	713.5	844.47	850.08	795.81	781.95	696.27

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Activities	2714	2970	2985	3331	4091							
Hours	600.70	723.62	736.32	858.15	955.05							

NOTE: This summary report is not intended to capture all staff hours worked but only to illustrate activity.

**Rancho Santa Fe Fire Protection District**  
**Public Education Coordinator Monthly Activity Summary**  
**May 2018**

<b>WEBSITE/INTERNET</b>		Staff Hours
<b>Update existing info &amp; documents:</b> <i>Updated home page, news, photos, etc</i>		<b>2.0</b>
		2.0
<b>Compile &amp; write new information:</b>		<b>2.0</b>
<b>Social Media</b> <i>Facebook "Followers" - 1,221</i>  <i>Instagram "Followers" - 1,029</i>  <i>Twitter "Followers" - 3,344</i>		<b>12.0</b>
		4.0
		4.0
		4.0
<b>TOTAL</b>		<b>16.0</b>
<b>PUBLICATIONS</b>		Staff Hours
<b>Design/write brochures, flyers, etc:</b> <i>AlertSanDiego</i>		<b>3.0</b>
		3.0
<b>TOTAL</b>		<b>3.0</b>

**Rancho Santa Fe Fire Protection District**  
**Public Education Coordinator Monthly Activity Summary**  
**May 2018**

<b>MEDIA RELATIONS</b>		Staff Hours
<b>On-scene Public Information Officer:</b>		<b>0.0</b>
<b>Press Releases:</b>		<b>2.0</b>
<i>Del Dios Traffic Collision</i>		2.0
<b>Other Articles/Stories/Interviews:</b>		<b>0.0</b>
<b>TOTAL</b>		<b>2.0</b>

<b>EDUCATIONAL PROGRAMS/PRESENTATIONS</b>		Staff Hours
<b>Children's Programs</b>		<b>2.0</b>
<i>Ride Your Bike to School Day</i>		1.0
<i>Station Tours</i>		1.0
<b>Adult Programs:</b>		<b>14.0</b>
<i>Professional Realtor Group</i>		2.0
<i>World CPR Day</i>		8.0
<i>Heartsaver CPR at Grifols</i>		4.0
<b>TOTAL</b>		<b>16.0</b>



**Rancho Santa Fe Fire Protection District**  
**Public Education Coordinator Monthly Activity Summary**  
**May 2018**

<b>EVENTS</b>		Staff Hours
<b>External/Community Events:</b>		<b>4.0</b>
<i>4s Ranch Del Sur Foundation Gala</i>		4.0
<b>Internal Events:</b>		<b>0.0</b>
<b>TOTAL</b>		<b>4.0</b>
<b>CONTINUING EDUCATION</b>		Staff Hours
<b>Training Classes:</b>		<b>32.0</b>
<i>Assessing Structure Ignition Potential (NFPA)</i>		32.0
<b>Conferences:</b>		<b>0.0</b>
<b>Meetings:</b>		<b>7.0</b>
<i>Staff meetings</i>		1.0
<i>Shift Meetings</i>		0.0
<i>CSA17 Meeting</i>		0.0
<i>San Diego County PIOs</i>		2.0
<i>So Cal Pub Ed</i>		4.0
<b>TOTAL</b>		<b>39.0</b>
<b>CLERICAL</b>		Staff Hours
<b>Prevention-related:</b>		<b>39.0</b>
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		36.0
<i>Phone Calls</i>		3.0
<b>Non-prevention/non-minute related:</b>		<b>28.0</b>
<b>TOTAL</b>		<b>67.0</b>
<b>TOTAL HOURS</b>		<b>147.0</b>

**Chair**

May 9, 2018

Jo MacKenzie, Director  
Vista Irrigation District

**Vice Chair**

Ed Sprague, Director  
Olivenhain Municipal Water

**Members**

Catherine Blakespear, Mayor  
City of Encinitas

Bill Horn, Supervisor  
County of San Diego

Dianne Jacob, Supervisor  
County of San Diego

Andrew Vanderlaan  
Public Member

Bill Wells, Mayor  
City of El Cajon

Lorie Zapf, Councilmember  
City of San Diego

**Alternate Members**

Lorie Bragg, Councilmember  
City of Imperial Beach

Chris Cate, Councilmember  
City of San Diego

Greg Cox, Supervisor  
County of San Diego

Judy Hanson, Director  
Leucadia Wastewater District

Harry Mathis  
Public Member

**Executive Officer**

Keene Simonds

**Counsel**

Michael G. Colantuono

**TO:** Independent Special Districts in San Diego County

**FROM:** Tamaron R. Lockett  
Executive Assistant / Election Officer

**SUBJECT:** San Diego County Consolidated Redevelopment Oversight Board  
| Ballot Election Results

The deadline for receipt by LAFCO of the ballots to elect one regular district member and one alternate district member to the San Diego County Consolidated Redevelopment Oversight Board was May 1, 2018. Fifty-nine independent special districts were eligible to vote. The Special Districts Advisory Committee Rules stipulate that a majority of the districts shall constitute a quorum for the conduct of committee business; therefore, a minimum of 30 ballots were needed in order to certify that a legal election was conducted. A candidate for the regular and alternate district San Diego County Consolidated Redevelopment Oversight Board member position must have received at least a majority of the votes cast to be elected.

Thirty-four districts returned election ballots by May 1<sup>st</sup> deadline and therein established a voting quorum. The results of the election provide: Ed Sprague (Olivenhain Municipal Water District) with 19 votes will be the voting board member and Julie Nygaard (Tri-City Healthcare District) with 6 votes will serve as the alternate.

A summary of the remaining votes is as follows: Hal Martin (Vallecitos Water District) received two votes; Bill Pommering (Padre Dam Municipal Water District) received five votes; and Patrick Sanchez (Vista Irrigation District) received two votes.

Should you have any questions, please contact me at (858) 614-7755.



Tamaron R. Lockett  
Executive Assistant / Election Officer

cc: Independent Special Districts  
Special Districts Advisory Committee  
Redevelopment Oversight Board Nominees  
Brian Hagerty, Group Finance Director, Community Services Group  
Natalia Bravo, CAO Staff Officer, County of San Diego Community Services Group



# OFFICE OF THE FIRE CHIEF VENTURA FIRE DEPARTMENT

*David M. Endaya*

**FIRE CHIEF**

May 18, 2018

Fire Chief Tony Michel  
Rancho Santa Fe Fire Protection District  
P.O. Box 410  
Rancho Santa Fe, CA 92067

Dear Chief Michel:

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

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

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

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

Sincerely,

David Endaya  
Fire Chief



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## STAFF REPORT

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2018-15

TO: BOARD OF DIRECTORS  
FROM: TONY MICHEL, FIRE CHIEF  
SUBJECT: ADOPTION OF MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN  
DATE: JUNE 14, 2018

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### RECOMMENDATION

Staff recommends approval of the Rancho Santa Fe specific jurisdictional Hazard Mitigation Plan and the inclusion of such plan into the San Diego County Multi-Jurisdictional Hazard Mitigation Plan.

### BACKGROUND

The Federal Disaster Mitigation Act of 2000 requires local governments to adopt a Local Hazard Mitigation Plan (LHMP) or a Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) to maintain continued eligibility to receive pre and post-disaster mitigation funding from the Federal Emergency Management Agency (FEMA). The plan must be updated a minimum of every five years.

Eighteen (18) cities, the Fire Protection Districts of Alpine and Rancho Santa Fe, along with the Padre Dam Municipal Water District have participated in developing this MJHMP. This allows San Diego County, participating cities and districts to qualify for hazard mitigation program grants, and post-disaster federal mitigation funds pursuant to the federal Disaster Mitigation Act (Public Law 106-390).

The RSFFPD Specific Hazard Mitigation Plan (Section 5 1.1) was initially developed by District staff several years ago and was recently updated in 2017.

## RESOLUTION No. 2018-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT APPROVING AN UPDATE TO SAN DIEGO COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

**WHEREAS**, the Rancho Santa Fe Fire Protection District has determined that it is desirable and in the public interest to qualify for hazard mitigation program grants and post-disaster mitigation funds; and

**WHEREAS**, having a Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) allows San Diego County and participating agencies to qualify for hazard mitigation program grants and post-disaster federal mitigation funds pursuant to the federal Disaster Mitigation Act (Public Law 106-390); and

**WHEREAS**, under 44 CFR §201.6 local governments must have a FEMA approved Local Hazard Mitigation Plan to apply for and receive assistance under the following grant programs: Hazard Mitigation Grant Program (HMGP); Pre-disaster Mitigation (PDM); Flood Mitigation Assistance (FMA); and Severe Repetitive Loss (SRL); and

**WHEREAS**, these provisions are a condition of pre-and post-disaster assistance; and

**WHEREAS**, the County of San Diego, the 18 incorporated cities located within the County, combined efforts to develop a unified Multi-Jurisdictional Hazard Mitigation Plan that encompasses the region; and

**WHEREAS**, FEMA has reviewed the plan and found it meets all requirements, and

**WHEREAS**, the adoption of the plan is the last step required for the plan to receive formal approval by FEMA.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- (1) The above recitations are true and correct.
- (2) The Board of Directors approves the Rancho Santa Fe Fire Protection District specific section of the updated Multi-Jurisdictional Hazard Mitigation Plan (Attachment A).

**PASSED AND ADOPTED** at a special meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on June 20, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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JAMES H ASHCRAFT  
President

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Karlana Rannals  
Secretary

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# STAFF REPORT

NO. 18-16

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**TO:** BOARD OF DIRECTORS  
TONY J. MICHEL, FIRE CHIEF

**FROM:** KARLENA RANNALS, ADMINISTRATIVE MANAGER

**SUBJECT:** UPDATE RESOLUTION AUTHORIZING BANK SIGNERS

**DATE:** JUNE 14, 2018

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## RECOMMENDATION

Staff recommends the Board of Directors adopt Resolution 2018-08 authorizing signers on the Rancho Santa Fe Fire Protection District (District) workers' compensation bank account.

## BACKGROUND

The District has established a bank account for operating funds and reserve funds. The reserve funds held in the San Diego County Investment Pool where most of the District reserves are on deposit. There are is one pass-through bank account with Bank of America that is for operating the Workers Compensation account.

## CURRENT SITUATION

The District as a member of the Public Agency Self Insurance System (PASIS), a joint powers agreement for workers compensation has voted to change Third Party Administrators from Intercare Insurance Holdings, Inc. to AdminSure Inc. effective July 1, 2018. Because of this decision, it is necessary to update the District bank account to reflect the change in management and third party administrator as required by the financial institutions to keep the District bank records up to date

The resolution documents and authorizes the changes needed to the signature cards for the workers compensation account. The changes are due to changes with the Third-Party Administrator, Fire Chief, and Deputy Chief.

## RESOLUTION No. 2018-08

### A RESOLUTION OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING SIGNERS ON DISTRICT BANK ACCOUNT

WHEREAS, the Rancho Santa Fe Fire Protection District (hereafter "RSFFPD") maintains reserve accounts in the San Diego County Investment Pool; and

WHEREAS, the Rancho Santa Fe Fire Protection District (hereafter "RSFFPD") has authorized the payment of workers compensation claims in accordance with District policy; and

WHEREAS, it is necessary to establish a local checking accounts as a clearing account for the processing of workers compensation claims.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rancho Santa Fe Fire Protection District the following:

- 1) The RSFFPD, as required, shall transfer funds from the County of San Diego Treasurer to the Agency's banking account as provided herein.
- 2) The RSFFPD, as required, shall transfer funds to the established checking accounts for the following:
  - a) Workers' Compensation Checking– Bank of America, Rancho Santa Fe, California branch as a depository
- 3) Effective July 1, 2018, the authorized signers on the workers compensation claims shall be the Fire Chief, Deputy Fire Chief, Administrative Manager, and Third Party Administrator for handling claims:

Tony Michel, Fire Chief	Fred Cox, Deputy Chief
Karlana Rannals, Administrative Manager	Alithia Vargas-Flores, President, AdminSure Inc.
Ashley Sells, AdminSure, Secretary	
- 4) The RSFFPD will perform monthly bank account reconciliations in accordance with sound accounting principles and practices.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on June 20, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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James H. Ashcraft  
President

ATTEST:

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Karlana Rannals  
Secretary

## RESOLUTION No. 2018-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING THE FIRE MITIGATION FEE FUND MULTI-YEAR PLAN

**WHEREAS**, the Rancho Santa Fe Fire Protection District participates in the San Diego County Fire Mitigation Program; and

**WHEREAS**, the County of San Diego is empowered to collect mitigation fees from applicants for new development for the purpose of the expansion of fire protection and firefighting facilities and equipment; and

**WHEREAS**, the Rancho Santa Fe Fire Protection District must annually adopt a Fire Mitigation Fee Fund Multi-Year Plan at a noticed public hearing.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- (1) The Fire Mitigation Fee Fund Multi-Year Plan is to be incorporated as a part of the Rancho Santa Fe Fire Protection District Final Budget for fiscal year 2018/19.
- (2) On June 20, 2018, a noticed public meeting for adoption of the Fire Mitigation Fee Fund Multi-Year Facilities and Equipment Plan was held.
- (3) A copy of the Fire Mitigation Fee Fund Multi-Year Facilities and Equipment Plan is included as a part of this resolution.

**PASSED AND ADOPTED** at a special meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on June 20, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

JAMES H ASHCRAFT  
President

ATTEST:

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Karlana Rannals  
Secretary



## **FIRE MITIGATION FEE MULTI-YEAR FACILITIES AND EQUIPMENT PLAN**

### **FISCAL YEAR 2018/2019**

**Capital Expenditures – Equipment Assets**

No Proposed Expenditures

**Capital Expenditures – Facility**

Fueling Station – Harmony Grove Village (HGV) Fire Station (85%) 63,750.00

*FMF Committee APPROVED FY16/17*

Emergency Station Generator – HGV Fire Station (85%) 102,000.00

*FMF Committee APPROVED FY16/17*

RSF5 Fire Station Construction Additional Funding (85%) 1,445,000.00

*FMF Committee APPROVED FY17/18*

RSF6 Additional Living Quarters – (70%) 542,500.00

*FMF Committee APPROVED FY17/18*

**Capital Expenditures – Vehicle & Apparatus Replacement**

No proposed expenditures

### **FISCAL YEAR 2019/2020**

**Capital Expenditures – Equipment Assets**

No Proposed Expenditures

**Capital Expenditures – Facility**

No Proposed Expenditures

**Capital Expenditures – Vehicle & Apparatus Replacement**

No proposed expenditures

### **FISCAL YEAR 2021/2022**

**Capital Expenditures – Equipment Assets**

No Proposed Expenditures

**Capital Expenditures – Facility**

No Proposed Expenditures

**Capital Expenditures – Vehicle & Apparatus Replacement**

No proposed expenditures

### **FISCAL YEAR 2022/2023**

**Capital Expenditures – Equipment Assets**

No Proposed Expenditures

**Capital Expenditures – Facility**

No Proposed Expenditures

**Capital Expenditures – Vehicle & Apparatus Replacement**

No proposed expenditures

**FIRE MITIGATION FEE  
MULTI-YEAR FACILITIES AND EQUIPMENT PLAN**

**FISCAL YEAR 2023/2024**

**Capital Expenditures** – Equipment Assets

No Proposed Expenditures

**Capital Expenditures** – Facility

No Proposed Expenditures

**Capital Expenditures** – Vehicle & Apparatus Replacement

No proposed expenditures

Approved: June 10, 2018

Motion by: Director

Seconded by: Director

Roll Call Results:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Karlana Rannals  
Secretary

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# STAFF REPORT

NO. 18-17

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**TO:** BOARD OF DIRECTORS  
**FROM:** TONY MICHEL, FIRE CHIEF  
**SUBJECT:** STRUCTURE (CELL) LEASE AGREEMENT  
**DATE:** JUNE 14, 2018

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## RECOMMENDATION

Staff recommends the Board to give authorization to the Fire Chief to sign the updated lease agreement with New Cingular Wireless PCS, LLC for use of the existing cellular facility at the Rancho Santa Fe Station #6 (Elfin Forest Fire Station).

## BACKGROUND

Because of the District's reorganization with CSA-107, the District took over the cellular site lease agreement (Lease) between New Cingular Wireless (AT&T Mobility Corporation) and the County of San Diego. On January 18, 2017, the County of San Diego assigned this Lease to the Fire District.

In April 2017, this lease agreement expired. Staff and District's Legal Counsel have been working to update this lease since its expiration. The lease payments have continued through finalization of this lease agreement

## CURRENT SITUATION

The District has been working with District legal counsel and representative for New Cingular Wireless to finalize this lease agreement. The updated lease has a base rent of \$2,800 per month, effective 4-1-2017; with an annual 3%, COLA increase. The term of the lease is for five (5) years with an automatic five (5) year extension.

## ATTACHMENTS

1. Structure Lease Agreement

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Rancho Santa Fe Fire Protection District, a California Special District, as successor in interest to County of San Diego, a political subdivision of the State of California, having a mailing address of Post Office Box 410, Rancho Santa Fe, California 92067 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "Structure") together with all rights and privileges arising in connection therewith, located at 20233 Elfin Forest Road, in the County of San Diego, 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. LEASE OF PREMISES.** Landlord hereby leases to Tenant:

Approximately 294 square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility which area includes;

(i) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(ii) space where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iii) 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. 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 nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (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 1** will not be deemed to limit Tenant's Permitted Use. 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 including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas (for Tenant's use only pursuant to this Agreement) or relocate the Communication Facility at any time during the Term of this Agreement provided such modification, supplementation, replacement, upgrade, expansions, increase in number of antennas, or relocation is within the Premises.

**3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on April 1, 2017. The Initial Term will terminate on March 31, 2022.

(b) This Agreement will automatically renew for one (1) five (5) year term ("**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 sixty (60) days prior to the expiration of the Initial Term.

(c) The Initial Term and Extension Term are collectively referred to as the Term ("**Term**").

**4. RENT.**

(a) Commencing on April 1, 2017 (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00) (the "**Rent**"), at the address set forth above. Commencing on April 1, 2018 and each year thereafter, including throughout the Extension Term exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year, per the rent schedule in Exhibit 2.

(b) 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 and Tenant acknowledge that all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its current use of the Premises (collectively, the "Government Approvals"), which has been in use by Tenant since April 1, 2007, have already been received. 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 the Government Approvals. Landlord authorizes Tenant, if additional Government Approvals are required or deemed necessary or appropriate by 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. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(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.

(c) Landlord and Tenant acknowledge that all soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to initially determine if Tenant's use of the Premises would be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals, have already been performed. Should Tenant determine that additional testing, procedures, or investigation under this subsection are necessary, Tenant may also perform,

at Tenant's sole cost and expense, additional soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property are required.

**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 obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant, after the Rent Commencement Date, upon sixty (60) days prior written notice to Landlord for any reason or no reason.

**7. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

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

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after 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) In its use of the Premises, Tenant will not interfere with the operations of Landlord including, but not limited to, its emergency fire and medical services or other existing uses of tenants of the Landlord which uses exist as of the Effective Date of this Agreement. In the event of any such interference, Tenant shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Landlord's operations, and Tenant does not correct or commence to correct such interference within 24 hours following notice from Landlord to Tenant, or if there are immediate levels of interference and Tenant does not correct or commence to correct such interference with thirty (30) days of receipt of written notice, Tenant shall discontinue operating such equipment, on Landlord's written demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does

not cause such interference. Notwithstanding the foregoing, Tenant shall take immediate measures to eliminate any interference with emergency fire and medical services.

(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. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the 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 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 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, to its actual knowledge, represents and warrants, except as may be identified in **Exhibit 11** 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 omissions of the 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 indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. 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 materials 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, 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.** Subject to the restrictions in Section 8(a), at all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**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. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request,



Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** Tenant shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of Tenant's building, antenna structure, fixtures and all personal property are completed.

**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(b) 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 electrical 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.

(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 within forty-five (45) 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 from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement shall not be sold, assigned or transferred in whole (including any collocation agreement or arrangement) by Tenant without the written consent of Landlord, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant shall not have the right to sublet all or any portion of the Premises which adds additional users to the Property and/or Premises without the express written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

**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. Notices will be addressed to the parties as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: SD0645; Cell Site Name: ELFIN FOREST (CA)  
Fixed Asset No: 10148088  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a copy to:               New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: SD0645; Cell Site Name: ELFIN FOREST (CA)  
Fixed Asset No: 10148088  
208 S. Akard Street  
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:                Rancho Santa Fe Fire Protection District  
   P.O. Box 410  
   Rancho Santa Fe, California 92067

Copy to:                        Stephen J. Fitch, Esq.  
   Fitch Law Firm, APC  
   3465 Camino Del Rio South, Ste. 250  
   San Diego, California 92108

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 Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**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 this 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 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address 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.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site # SD0645; Cell Site Name: ELFIN FOREST (CA)  
Fixed Asset No: 10148088

(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. HOLDOVER.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Section 13 herein. In the event Tenant holds over in violation of Section 13 and this Section, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 13 shall be equal to the Rent applicable during the month immediately preceding such expiration or earlier termination.

**23. 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 23b**. Either party may record this Memorandum or Short Form of 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 of 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. Exhibits are numbered to correspond to the Section wherein they are first referenced. 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 the 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 New Cingular Wireless PCS, LLC 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.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[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"**

Rancho Santa Fe Fire Protection District,  
a California Special District

By: \_\_\_\_\_  
Print Name: Tony J. Michel  
Its: Fire Chief  
Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**LANDLORD ACKNOWLEDGEMENT**

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

State of California

County of San Diego )

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 ACKNOWLEDGEMENT**

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

State of California

County of \_\_\_\_\_ )

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

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

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

WITNESS my hand and official seal.

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

## **EXHIBIT 1**

### **DESCRIPTION OF PREMISES**

Page 1 of 12

to the Structure Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Rancho Santa Fe Fire Protection District, a California Special District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA:

THAT PORTION OF LOT 4 IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SECTION 3; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 3, SOUTH 87° 36' 53" WEST, 199.63 FEET; THENCE SOUTH 53° 08' 07" EAST, 735.56 FEET; THENCE SOUTH 89° 52' 07" EAST, 204.98 FEET; THENCE NORTH 36° 54' 43" EAST TO THE NORTHERLY LINE OF SAID LOT 4; THENCE AT RIGHT ANGLES SOUTH 53° 05' 17" EAST, 20.00 FEET TO THE CENTERLINE OF THAT 60.00 FOOT WIDE EASEMENT DESCRIBED IN DEED TO HAZEL M. LINES, ET AL, RECORDED APRIL 27, 1961 AS FILE NO. 73400 OF OFFICIAL RECORDS; THENCE ALONG SAID CENTERLINE SOUTH 36° 54' 43" WEST TO THE CENTERLINE OF COUNTY ROAD SURVEY NO. 1924 (KNOWN AS ELFIN FOREST ROAD) ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAN DIEGO COUNTY AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE SOUTH 77° 47' 42" EAST, 500.00 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 56' 24" WEST, 320.00 FEET; THENCE NORTH 89° 16' 28" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE CENTERLINE OF SAID 60.00 FEET WIDE EASEMENT HEREINABOVE REFERRED TO; THENCE ALONG SAID CENTERLINE SOUTH 36° 54' 43" WEST TO THE TRUE POINT OF BEGINNING.

The Premises are described and/or depicted as follows on the attached eleven (11) pages of drawings.

#### **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 2**  
**RENT SCHEDULE**

	<b>Renewal Term</b>	<b>Monthly Rent Amount</b>
April 1, 2017	Initial Term	\$2,800.00
April 1, 2018	Initial Term	\$2,884.00
April 1, 2019	Initial Term	\$2,970.52
April 1, 2020	Initial Term	\$3,059.64
April 1, 2021	Initial Term	\$3,151.42
April 1, 2022	Extension Term	\$3,245.97
April 1, 2023	Extension Term	\$3,343.35
April 1, 2024	Extension Term	\$3,443.65
April 1, 2025	Extension Term	\$3,546.96
April 1, 2026	Extension Term	\$3,653.36

## **EXHIBIT 11**

### **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 12**

**STANDARD ACCESS LETTER**

**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T 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, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T 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 23b**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**Recording Requested By**  
**& When Recorded Return To:**

Md7, LLC  
10590 W. Ocean Air Drive  
Suite 300  
San Diego, CA 92130

**APN: 264-042-12-00**

---

(Space Above This Line For Recorder's Use Only)

Re: Cell Site #: SD0645  
Cell Site Name: ELFIN FOREST (CA)  
Fixed Asset Number: 10148088  
State: CA  
County: San Diego

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Rancho Santa Fe Fire Protection District, a California Special District, having a mailing address at \_\_\_\_\_ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement dated \_\_\_\_\_, 201\_\_, (hereinafter, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of Escondido, County of San Diego, commonly known as 20233 Elfin Forest Road. All of the foregoing are set forth in the Agreement.
2. The new initial lease term will be five (5) years ("**New Initial Term**") commencing on April 1, 2017, with one (1) successive five (5) year option to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement 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 Agreement 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.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]



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

LANDLORD:  
Rancho Santa Fe Fire Protection District,  
a California Special District

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

Print Name: Tony J. Michel

Print Name: \_\_\_\_\_

Title: Fire Chief

Title: \_\_\_\_\_

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

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

**LANDLORD ACKNOWLEDGEMENT**

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

State of California

County of \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_,  
who

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

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

WITNESS my hand and official seal.

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

**TENANT ACKNOWLEDGEMENT**

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

State of California

County of \_\_\_\_\_ )

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

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

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

WITNESS my hand and official seal.

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

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 12

to the Memorandum of Agreement dated \_\_\_\_\_, 20\_\_, by and between Rancho Santa Fe Fire Protection District, a California Special District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described as a portion of the following:

#### **Property Legal Description:**

SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA:

THAT PORTION OF LOT 4 IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SECTION 3; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 3, SOUTH 87° 36' 53" WEST, 199.63 FEET; THENCE SOUTH 53° 08' 07" EAST, 735.56 FEET; THENCE SOUTH 89° 52' 07" EAST, 204.98 FEET; THENCE NORTH 36° 54' 43" EAST TO THE NORTHERLY LINE OF SAID LOT 4; THENCE AT RIGHT ANGLES SOUTH 53° 05' 17" EAST, 20.00 FEET TO THE CENTERLINE OF THAT 60.00 FOOT WIDE EASEMENT DESCRIBED IN DEED TO HAZEL M. LINES, ET AL, RECORDED APRIL 27, 1961 AS FILE NO. 73400 OF OFFICIAL RECORDS; THENCE ALONG SAID CENTERLINE SOUTH 36° 54' 43" WEST TO THE CENTERLINE OF COUNTY ROAD SURVEY NO. 1924 (KNOWN AS ELFIN FOREST ROAD) ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAN DIEGO COUNTY AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE SOUTH 77° 47' 42" EAST, 500.00 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 56' 24" WEST, 320.00 FEET; THENCE NORTH 89° 16' 28" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE CENTERLINE OF SAID 60.00 FEET WIDE EASEMENT HEREINABOVE REFERRED TO; THENCE ALONG SAID CENTERLINE SOUTH 36° 54' 43" WEST TO THE TRUE POINT OF BEGINNING.

The Premises are depicted as follows:

#### **Premises Sketch or Survey:**

Please see attached drawings consisting of eleven (11) pages.

#### **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.

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cell Site No. : \_\_\_\_\_

Cell Site Name: \_\_\_\_\_

Fixed Asset Number: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement"), dated as of the date below, between \_\_\_\_\_ having its principal office at \_\_\_\_\_, (hereinafter called "**Mortgagee**") and \_\_\_\_\_, a \_\_\_\_\_ having its principal office/residing at \_\_\_\_\_ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter called "**Tenant**").

**W I T N E S S E T H :**

**WHEREAS**, Tenant has entered into a certain lease dated \_\_\_\_\_, 20\_\_, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of \_\_\_\_\_, being identified as Lot \_\_\_\_\_ in Block \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("**Property**"), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, which Mortgage has been recorded in the appropriate public office in and for \_\_\_\_\_ County, \_\_\_\_\_ ("**Mortgage**"); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum



secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MORTGAGEE: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**MORTGAGEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ [name of representative] the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of banking institution], a \_\_\_\_\_ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_\_ of \_\_\_\_\_

The Property is legally described as follows:

The Premises is legally described as follows:

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# STAFF REPORT

NO. 18-18

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**TO:** BOARD OF DIRECTORS  
**FROM:** TONY MICHEL, FIRE CHIEF  
**SUBJECT:** UAL SPECIAL ASSESSMENT - NORTH COUNTY DISPATCH  
**DATE:** JUNE 14, 2018

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## RECOMMENDATION

Staff recommends the Board give authorization to the Fire Chief to make a lump sum payment of \$95,645 to North County Dispatch Joint Powers Authority (JPA) for the Fire District's proportionate share of the JPA Pension Unfunded Accrued Liability (UAL) Special Assessment.

## SUMMARY

The JPA Board has been working towards paying down the JPA's UAL. The JPA has made several additional lump sum payments towards reducing the UAL. The Board requested JPA staff to examine a way to pay off the current UAL balance of \$1,834,700.

JPA Chiefs and Staff worked to create an equitable way to determine each agency's proportionate share towards paying off the current balance of the UAL. The UAL Special Assessment proportionate share was determined by each participating agency's years in the JPA and total call volume between the years of 1984 through 2017. The proportionate share special assessment determination was approved by the JPA Member Chiefs at their May 9, 2018 JPA Chiefs Meeting. Each agency will be given the choice of a two-year pay-off or to pay it off in one lump sum payment.

At the May 30, 2018 JPA Board Meeting, the JPA Board approved the two-year budget (FY 18-19 & FY 19-20) with a special assessment for all participating agencies towards paying off the current UAL balance. The Fire District is requesting approval to make one lump sum payment of \$95,645 in this budget year to fulfill our obligation towards the Special Assessment for the Pension UAL.

**Special Assessment for Pension Unfunded Accrued Liability (UAL)**  
**FY 18-19 and FY 19-20**

**Special Assessment by Agency (Lump Sum)**

<b>Agency</b>	<b>Year Joined</b>	<b>1984-2017 Call Volume</b>	<b>Liability %</b>	<b>Liability \$</b>
Carlsbad Fire	2003	114,411	10.15%	\$ 189,471
Del Mar Fire & PW	2004	10,455	0.93%	\$ 17,314
Encinitas Fire	1986	129,285	11.47%	\$ 214,103
North County Fire	2005	55,912	4.96%	\$ 92,593
Oceanside Fire*	2007	161,334	14.61%	\$ 272,676
Olivenhain MWD	1999	4,728	0.42%	\$ 7,830
Pala	2012	3,586	0.32%	\$ 5,939
Pauma	2011	1,055	0.09%	\$ 1,747
Rancho Santa Fe Fire	1984	57,755	5.12%	\$ 95,645
Rincon	2014	2,725	0.24%	\$ 4,513
RSF Patrol	1984	97,918	8.69%	\$ 162,157
San Marcos Fire & PW	1984	175,461	15.56%	\$ 290,574
San Pasqual	2014	1,598	0.14%	\$ 2,646
Solana Beach Fire & PW	1984	37,010	3.28%	\$ 61,291
Valley Center	2014	6,915	0.61%	\$ 11,452
Vista Fire	1986	244,447	21.68%	\$ 404,818
<b>TOTAL</b>		<b>1,127,322</b>	<b>100%</b>	<b>\$ 1,834,770</b>

\* Oceanside's call volume is adjusted from 184,061 to 161,334 to reflect the official date the agency joined the JPA in 2007. Due to call volume adjustment, Oceanside's special assessment amount is adjusted by \$32,140. The JPA Chiefs and Staff will bring a recommendation to fund the difference with undesignated reserve or other excess revenue to the Board at the August 2018 Board meeting.



# PRELIMINARY FINANCIAL PLAN

FY19

## RANCHO SANTA FE FIRE PROTECTION DISTRICT

PO Box 410 | Rancho Santa Fe | CA | 92067



### Mission

To serve the public through the protection of life, environment and property from fire and other emergencies through prevention, preparedness, education, and response.

# RANCHO SANTA FE FIRE PROTECTION DISTRICT

## Preliminary Operating and Capital Budget – FY19

### About Us

#### Board of Directors

James H. Ashcraft  
*President*  
John C. Tanner  
*Vice President*  
Nancy C. Hillgren  
*Director – At Large*  
Randall Malin  
*Director – At Large*  
Tucker Stine  
*Director – At Large*

#### Management Staff

Tony J. Michel  
*Fire Chief*  
Fred Cox  
*Deputy Chief*  
Karlena Rannals  
*Administrative Manager*  
Marlene Donner  
*Fire Marshal*  
Battalion Chief's  
Bret Davidson  
David Livingstone  
Dave McQuead  
Brian Slattery

### Mission Statement

To serve the public through the protection of life, environment and property from fire and other emergencies through prevention, preparedness, education, and response.

### Vision Statement

Our vision is to provide exceptional service and continuous improvement in our organization through innovation, forward-looking leadership, and genuine concern for the welfare of others.

*We are dedicated to our mission, unwavering in our core values and continually strive to be a model of excellence.*

*We are role models in the community and leaders in our profession.*

*We maintain community partnerships, hire and train exceptional people, and provide professional, well- organized, cost effective services.*

*We are advocates for our member's health, safety, and welfare.*

*We foster a culture of trust, involvement, and personal accountability.*



# Rancho Santa Fe Fire Protection District

## Preliminary Budget – FY19



June 2018

The Fire District's proposed FY19 Operating and Capital Replacement Budget is submitted to the Board of Directors for its review and consideration. The annual budget serves as a foundation and is an important tool available to the District to set priorities that align with the strategic plan for the Rancho Santa Fe Fire Protection District over the next year and beyond. This budget represents a conservative based financial plan for the new fiscal year, proposing the necessary revenue and expenditures, while continuing to provide the highest level of emergency response, fire prevention, and administrative services.

## Overview

In evaluating the FY19 budget, you will notice that the projected total operating revenue has increased overall by 2.1% compared to FY18 estimated revenue (*Figure 1*).

Revenue	FY18 Budget	FY18 Est.	FY19 Budget	BGT vs. Est. - %	BGT vs. Est. - \$
Taxes & Assessments	13,102	13,432	13,795	2.7%	364
EFF-HG	447	447	447	0.0%	0
Developer Reibursement	141	166	141	-15.1%	(25)
All Other	<u>1,388</u>	<u>1,985</u>	<u>1,982.80</u>	<u>-0.1%</u>	<u>(2)</u>
Total Revenue	15,078	16,030	16,366	2.1%	337

Figure 1

The projected FY19 operating expenditures, compared to the FY18 Est. has increased by 4.9%. (*Figure 2*).

Expenditures	FY18 Budget	FY18 Est.	FY19 Budget	BGT vs. Est. - %	BGT vs. Est. - \$
Salaries & Benefits	12,336	12,294	12,860	4.6%	566
Long Term UAL (CalPERS)	-	938	962	2.5%	23
Service, Supplies, PY	2,422	2,201	2,501	13.7%	301
Other Cash Expenses/Project		72		-100.0%	(72)
Depreciation	<u>803</u>	<u>784</u>	<u>767</u>	<u>-2.2%</u>	<u>(17)</u>
Total Operating Expense	15,561	16,289	17,090	4.9%	800
Operating Surplus (Deficit)	(483)	(258)	(724)		
Capital Expenses	<u>950</u>	<u>1,045</u>	<u>894</u>	<u>-14.4%</u>	<u>(151)</u>
Total Expense ( <i>inc. Capital</i> )	16,511	17,333	17,983	3.8%	649
Total Cash Expenses (minus depreciation)	15,709	16,550	17,216	4.0%	666

Figure 2

**Mission:** To serve the public through the protection of life, environment and property from fire and other emergencies through prevention, preparedness, education, and response.

## Significant Changes

During FY18, the Fire District was awarded two grants for personnel staffing through FEMA. They include:

1. Staffing for Adequate Fire & Emergency Response (SAFER) Grant that provides for the salary and benefits for a full-time Volunteer Recruitment and Retention Coordinator, and includes costs for basic firefighter training, tuition assistance for higher education, and NFPA 1582 entry-level physicals for new volunteer members for a period of four (4) years. This grant reimburses 100% of the expenditures; and
2. Staffing for Adequate Fire & Emergency Response (SAFER) Grant for the hiring of firefighters. This three-year cost shared program has allowed the District to hire three additional firefighters and it covers the “usual annual costs” of a first year firefighter over the course of the grant performance period. This grant reimburses the District 75% year 1; 75% year 2; and 35% year 3.

Both grants allowed the District to improve staffing levels at RSF6 and a dedicated Coordinator to assist in the recruitment and development of Volunteer Firefighters. The Volunteer Firefighters also supplement the staffing at RSF6. The FY19 Budget includes a full year’s funding for four (4) additional full-time personnel, and the associated grant revenue.

The District has begun the design/build of RSF5 (Harmony Grove Village). To date, \$377,749 was spent; however, the Fire Mitigation Fee Committee approved this project for general fund cost recovery at 85%.

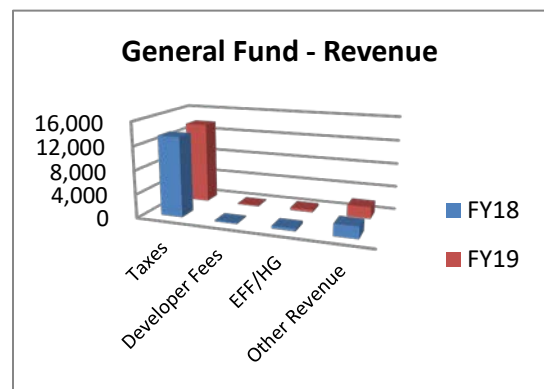
Fire Prevention staff has experienced exponential growth in plan reviews nearly doubling the revenue estimated for FY18. Extra staffing has been necessary to keep up with the demand.

## Projected Revenues

We project the general fund revenues at \$16,366,000. This is an estimated increase of 2.1% (\$337K) over FY18. These revenues over the FY19 operating expenses provide a projected operational deficit of \$724K. The following summary of revenue changes is between FY19 **Budget** and the *FY18 Estimate*:

### Revenue – \$16,365,000

- **Taxes & Assessments** – the 1% AB8 revenue and benefit fees Increased 2.7% (\$363,521). The District’s assessed valuation is estimated to increase 3%; therefore, secured property tax revenue was increased by the same percentage for all tax rate areas within the District.
- **County of San Diego/CSA-107, One-time funds** – \$312K: the County of San Diego provided the district in FY17 a one-time lump sum of \$2.5 million for any potential tax short falls resulting in the reorganization. This amortized \$2.5 million shortfall is planned over eight (8) year period, and this is year three (3).



- **HGV CFD** – The second year revenue from the Harmony Grove Village “Joint Community Facilities District” (JCFD) for FY18 was estimated \$134,337. The District expects an equivalent amount in FY19.
- **Lease** – Increased 6.9% (\$24K) the lease revenue for the District increased by either contract or CPI adjustments.
- **Firefighting Reimbursement** – Decreased 24% (\$202,068): This District’s emergency call back has increased significantly over the past few years, which affects the overtime budget. This year, the preliminary budget includes an average of firefighting reimbursement received from the State of California over a three-year period.
- **Plan Reviews** – Decreased 20% (\$53,412): the Fire Prevention staff has been extremely busy in plan review and inspections. While a decrease is proposed, it should be noted that the FY18 revenue increased nearly 80% over what was expected for FY18.

In addition to these general funds, we estimate that the District will collect in FY18 \$725K in restricted Fire Mitigation Fees (FMF), including interest. Note: the County of San Diego transferred \$386,719 in FMF from the former CSA-107, which has been categorized as one-time funds. The FMF expected for FY19 is \$329K.

Overall, the District projects an increase in revenue of 2.1% or \$335,677. However, comparing budget to budget, the plan increased 8.5% or \$1.3 million due to taxes and assessments, grants, interest, and plan reviews.

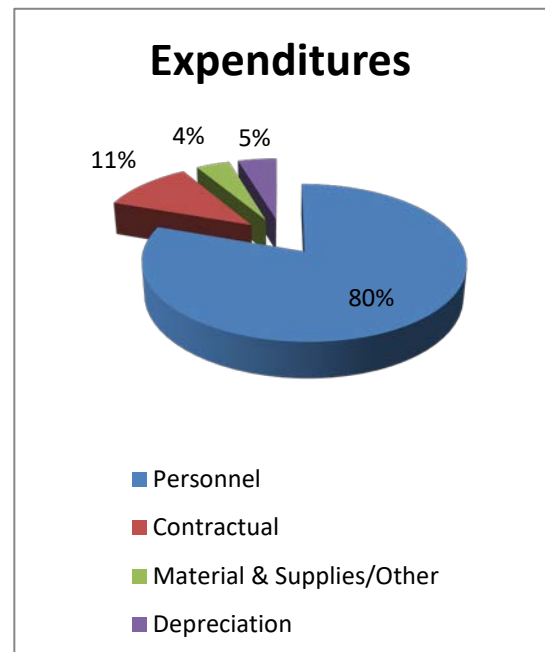
## Operating Expenditures

The following is a summary of expenditure changes between the *FY18 Est. Expenditures* and the proposed *FY19 Preliminary Budget*:

### *Personnel – \$12,860,200*

Overall personnel costs increased 4.6% or \$566,741 over FY18 estimated expenditures. The primary changes are:

- **Salary** – Additional personnel and negotiated wage increases for all employee groups affect this category for an estimated increase of 4.07% or \$287,072. In addition, the personnel hired resulting from the SAFER Grants are funded for a full year.
- **Overtime** – The (7.25%) or (\$115,699) decrease is directly related to the decrease in the average number of hours used for sick leave.
- **Elfin Forest Fire Station** – RSF6 supports the volunteer division of the District. In January 2018, the District thru grant subsidies was able to improve staffing with full-time paid personnel and volunteers.

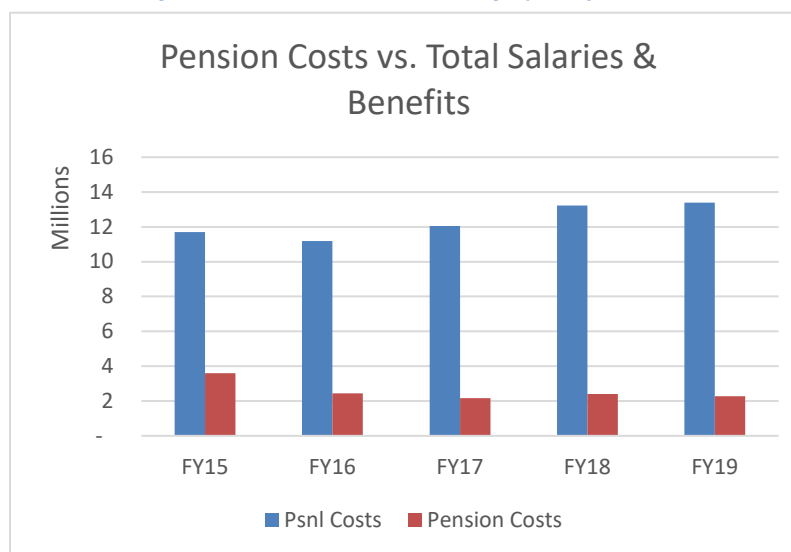


- **Retirement** – FY19 estimated total for PERS expenditures is \$1,731 million. The District's employer contribution rates has continued to rise for all six plans. FY19 employer rates shall be:

Safety 3% @ 50	Safety 3% @ 55	Safety 2.7% @ 57	Misc. 2.7% @ 55	Misc. 2.5% @ 55	Misc. 2.0% @ 62
20.556%	17.614%	12.141%	12.212%	10.022%	6.842%

In addition, PEPR Safety employees (2.7% @ 57) must increase their contribution rate from 11.5% to 12.0% beginning July 1, 2018. Overall, pension costs increased 18.5% or \$270,481.

### *CalPERS Unfunded Accrued Liability (UAL) – \$961,673*



The Board of Directors has an ongoing commitment to continue accelerated pension funding through the annual operating budget. The estimate for FY18 is \$938,294, and proposed for FY19 \$961,673. In the past four years (including FY18), the Board of Directors has authorized an additional \$6,567 million in accelerated payments (for all plans) to CalPERS. The payment proposed is comprised of the difference in the 30-year vs. 20-

year payment schedule and an additional \$500K. The Board and Management will continue to monitor and reevaluate the additional payment after the distribution of the actuarial report, anticipated in August/September 2018.

### *Contractual Services – \$1,832,288*

The FY19 Contractual Services category increased 13.3% or \$215,474 over FY18 estimate. The majority of the increase is due to the normal inflation costs expected, noting that Dispatching costs increased by \$15,359 due to the increase in number of calls, and an increase in the cost per call. In addition, major maintenance projects are planned for the RSF2 Training Facility and RSF6.

### *Material & Supply – \$669,055*

The FY19 Material and Supply category increased 14.5% or \$84,673 over FY18 estimate. The largest proposed increase is in Safety Equipment or \$19,139, Fuel: an increase of \$8,125, and medical supplies, which is offset in revenue from County Service Area 17.

### ***Depreciation – \$766,670***

The FY19 Depreciation category decreased by (2.2%) or \$16,882 over the FY18 estimate. The primary reason is due to equipment and apparatus achieving full depreciation.

### ***Capital & Other Cash Expenditures - \$893,551***

The District's Capital Replacement expenditures (Equipment, Facility, and Fleet) total \$894K. We anticipate paying for the replacement of two staff vehicles, and additional living quarters at RSF6. The facility project at RSF6 has been approved to recover 70% from the FMF funds, since the need is a result of growth.

The following is a list of capital or cash expenditures planned:

Expense/Project	Funding Source – GF	Funding Source – FMF
Replacement of Staff Vehicle	\$35,000	\$0
Replacement of Command Vehicle	\$83,551	\$0
RSF6 Additional Living Quarters <i>Proposed</i>	\$232,500	\$542,500
<b>Total</b>	<b>\$351,051</b>	<b>\$542,500</b>

## **Fund Summary**

The District's estimated cash assets for June 30, 2018 are \$18,553 million; and June 30, 2019 is projected to be about \$18,244 million. Additionally, during FY18, the District invested in excess of \$1 million in capital expenses that include costs for RSF5 Design/Build, the purchase of a Defibrillator Monitor, and the purchase of a new Type I Engine.

## **Budget Summary**

The District FY19 Revenue has a moderate increase; the FY19 planned expenditures are higher than the FY18 estimate; and the proposed preliminary budget aligns with the strategic plan. The FY19 Preliminary budget presents a structurally balanced and financially prudent roadmap for next fiscal year. This budget will enable the District to continue to maintain high quality fire and emergency response services, while continuing to place a priority on the health and safety of the public and district personnel. District personnel is also committed to good financial stewardship through efficient operational and budget management process, including cutting costs whenever possible to do so.

# FY19

## OPERATING EXPENDITURES

## GENERAL FUND

## Summary Revenues, Expenditures - Operating Budget FY19

*(In Thousands)*

	Est. (6/30)	Proposed	Change -Est.. vs. Proposed	
<b>REVENUES</b>	GF - 18	GF - 19	\$	%
Total Revenues	16,030	16,366	\$336	2.1%
<b>EXPENDITURES</b>				
Total Operating Expenditures	16,289	17,090	\$800	4.9%
<b>Operating Surplus (Deficit)</b>	(259)	(724)	(\$466)	179.5%

## Summary Revenues, Expenditures - Operating Budget FY19

*(In Thousands)*

### REVENUES

Total Revenues

Est. (6/30)

GF - 18

16,030

**Proposed**

**GF - 19**

**16,366**

Change -Est.. vs. Proposed

\$

%

\$337

2.1%

### EXPENDITURES

Personnel

13,232

**13,822**

\$590

4.5%

Contractual Services

1,617

**1,832**

\$215

13.3%

Materials & Supplies

584

**669**

\$85

14.6%

Other Expenditures (Projects/Equipment/Prior Year)

72

**0**

(\$72)

-100.0%

Depreciation

784

**767**

(\$17)

-2.2%

Total Operating Expenditures

16,289

**17,090**

\$800

4.9%

**Operating Surplus (Deficit)**

**(259)**

**(724)**

(\$465)

179.5%



## Summary - Operating Revenues FY19

<i>(In Thousands)</i>		Est. (6/30)	Proposed	Change -Est.. vs. Proposed	
REVENUES		GF - 18	GF - 19	\$\$	%
Taxes & Assessments		12,007	12,358	351	2.9%
Tax Refunds - Adjustment		(72)	(74)	(1)	2.9%
Benefit Fee		1,497	1,511	14	0.9%
	Subtotal	13,432	13,795	364	2.7%
Developer Reimbursement/Revenue					
Rancho Cielo		166	141	(25)	-15.1%
	Subtotal	166	141	(25)	-15.1%
Other Revenue					
EFF/HG (County)		447	447	0	0.0%
Plan Checks		271	218	(53)	-19.6%
Administrative Fees		1	1	(1)	0.0%
Interest		202	148	(54)	-26.7%
Lease		353	379	26	7.4%
Instructor/Training		13	19	7	46.2%
Grant		207	439	232	112.1%
FF/EMS Reimbursement		843	641	(202)	-24.0%
Other		95	138	43	112.1%
	Subtotal	2,432	2,430	(2)	-0.1%
Total Operating Revenues		16,030	16,366	337	2.1%

## Summary Expenditures - Operating Budget Est. 6/30 to Proposed Budget)

(In Thousands)	FY19		Change -Est. vs. Proposed	
	Est. (6/30) GF - 18	Proposed GF - 19	\$	%
<b>EXPENDITURES</b>				
<b>Personnel</b>				
Payroll				
Salary	7,053	7,341	\$287	4.1%
Emergency Response Compensation	0	0	\$0	
Management Services (Coop Eff)	0	0	\$0	
Holiday Pay	191	245	\$54	28.3%
Overtime	1,597	1,481	(\$116)	-7.3%
Paramedic Incentive	0	0	\$0	0.0%
Subtotal	8,841	9,067	\$225	2.6%
Benefits				
Health Insurance + HRSA	1,317	1,579	\$261	19.9%
Life/LTD Insurance	29	39	\$10	34.5%
Medicare/Social Security	136	137	\$1	0.7%
Retirement	1,460	1,731	\$270	18.6%
CalPERS UAL	938	962	\$23	2.6%
Unemployment	12	16	\$4	33.3%
Workers Compensation	375	216	(\$158)	-42.4%
Other	123	75	(\$47)	-39.0%
Subtotal	4,390	4,755	\$365	8.3%
TOTAL	13,232	13,822	\$590	4.5%
Contractual Services				
Administration Fees	200	216	\$16	8.0%
Building/Facility Lease	29	30	\$1	3.4%
Dispatching	264	182	(\$82)	-31.1%
Equipment Rental & Repairs	21	37	\$16	76.2%
Insurance	101	111	\$10	9.9%
Legal	28	44	\$16	57.1%
Meetings, Meals, Mileage	6	9	\$3	50.0%
Other Contractual/Professional Services	309	385	\$76	24.6%
Service Agreements	40	60	\$20	50.0%
Soil Contamination	0	0	\$0	
Training	67	121	\$54	80.6%
Utilities	332	368	\$36	10.8%
Vehicle Maintenance & Repairs	196	241	\$45	23.0%
All Other	23	28	\$5	21.7%
TOTAL	1,617	1,832	\$215	13.3%
Materials & Supplies				
Apparatus	27	30	\$3	11.1%
Apparatus - Computers	0	2	\$2	
Computer	61	72	\$11	18.0%
Fuel	81	89	\$8	9.9%
Grants	0	0	\$0	
Office	36	48	\$11	33.3%
Safety	89	108	\$19	21.3%
Uniforms	38	49	\$11	28.9%
Programs/Public Education	17	19	\$2	11.8%
Hose, Nozzles, Foam	18	15	(\$3)	-16.7%
Radio	37	39	\$1	5.4%
Station Maintenance/Supplies/Janitorial	89	61	(\$27)	-31.5%
All Other	91	138	\$47	51.6%
TOTAL	584	669	\$85	14.6%
Depreciation	784	767	(\$17)	-2.2%
Other Expenditures (Projects/Equipment/Prior Year)	72	0	(\$72)	-100.0%
TOTAL Operating Expenditures	16,289	17,090	\$800	4.9%
Other Cash Expenses (inc. Capital)	1,045	894	(\$151)	-14.4%
	17,333	17,983	(\$650)	-3.8%

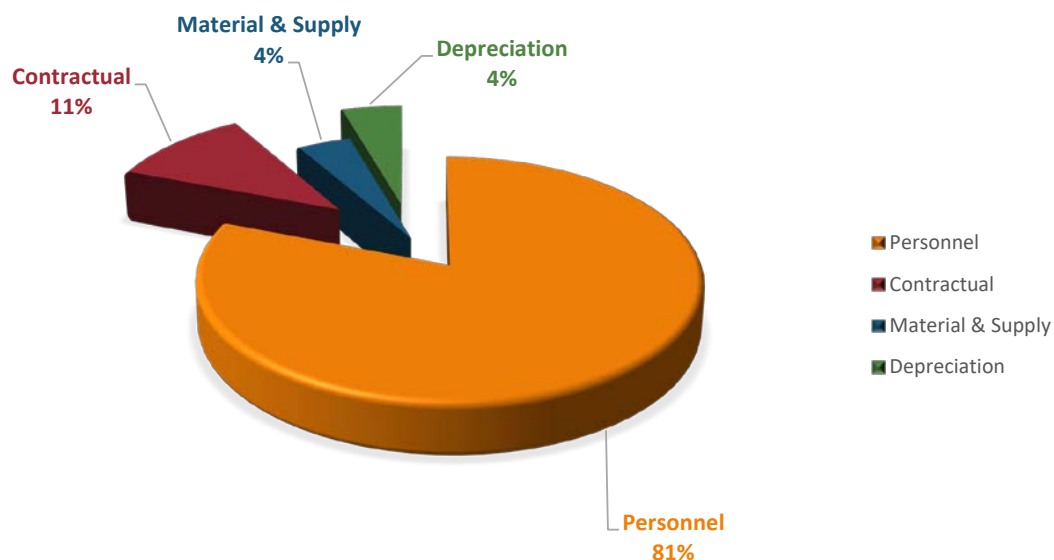
## OPERATIONAL COST SUMMARY

	BUDGET FY18	Est (6/30)	BUDGET FY19	Est. vs Bgt % Change
Personnel <i>including UAL Payment</i>	12,336,000	13,231,684	13,821,804	4.5%
Contractual	1,770,691	1,616,814	1,832,288	13.3%
Material & Supply	645,481	584,381	669,055	14.5%
Prior Year Expense/Equipment	5,900	(394)	-	-100.0%
Depreciation	802,700	783,551	766,670	-2.2%
<i>Other Expenses</i>				
SAFER Grants		8,829		-100.0%
EF Station Upgrade		2,800		-100.0%
Other Capital Expenses ( <i>not depreciated</i> )	-	60,483	-	-100.0%
Subtotal	15,560,772	16,288,150	17,089,817	4.9%
Other Cash Expenses (RSF5 Construction in Progress)		416,290	775,000	86.2%
Other Cash Expenses (Capital)	950,294	628,228	118,551	-81.1%
TOTAL CASH COSTS ( <i>INCLUDING CAPITAL OUTLAY</i> )	16,511,066	17,332,667	17,983,368	3.8%

### Capital

Equipment - GF	29,250	10,699	-
Equipment - FMF	165,750	-	-
Facility - GF	-	68,224	232,500
Facility - FMF	-	348,065	542,500
Fleet - GF	143,044	92,629	118,551
Fleet - FMF	612,250	524,900	-
	950,294	1,044,517	893,551
Total GF	172,294	171,553	351,051
Total FMF	778,000	872,965	542,500
	950,294	1,044,517	893,551

### FY19 OPERATING BUDGET - EXPENDITURES



## FISCAL YEARS - FY18; FY19

	BUDGET FY 18	Est. (6/30) FY18	PROPOSED FY 19	BGT vs. Est. %	BGT vs. Est. \$
<b>Revenue</b>					
Taxes & Assessments	11,683,800	12,007,132	12,358,200	2.9%	351,068
Tax Refunds - Adjustment	(79,800)	(72,155)	(73,600)	2.0%	(1,445)
Benefit Fee	1,498,100	1,496,722	1,510,700	0.9%	13,978
Administrative Fees	500	1,000	500	-50.0%	(500)
Assets					
Sale of Assets	0	29,500	0	-100.0%	(29,500)
CSA-17 (ALS Equipment & Supplies)	36,200	28,188	67,400	139.1%	39,212
Developer Reimbursement/Revenue					
Dev. Reim. Rev - Rancho Cielo Station	141,000	166,000	141,000	-15.1%	(25,000)
EFF-HG (County)	312,500	312,500	312,500	0.0%	0
EFF-HGV-CFD	134,000	134,337	134,400	0.0%	63
EMS First Responder	17,300	17,002	17,200	1.2%	198
Firefighting Reimbursement (FEMA/OES)	472,200	843,468	641,400	-24.0%	(202,068)
Fuel Tank Reimbursement	0	0	0		
Grant Revenue	221,200	206,606	439,000	112.5%	232,394
Hydrant Maintenance	6,000	6,400	6,800	6.3%	400
Instructor/Training Revenue	20,900	12,600	19,400	54.0%	6,800
Interest Income	85,100	201,914	148,400	-26.5%	(53,514)
Lease Revenue	0		0		
AMR (formerly Rural Metro)	88,700	88,602	91,300	3.0%	2,698
Cellular Site Rental (RSF6)	41,200	49,174	66,600	35.4%	17,426
NCDJPA	40,200	40,149	41,400	3.1%	1,251
RSF Association	95,000	90,145	97,800	8.5%	7,655
Verizon	78,600	85,289	81,000	-5.0%	(4,289)
Verizon (Generator)	800	734	800	8.9%	66
Miscellaneous	33,600	13,430	46,500	246.2%	33,070
Plan Reviews	150,800	271,087	217,700	-19.7%	(53,387)
<b>Subtotal</b>	<b>15,077,900</b>	<b>16,029,823</b>	<b>16,365,500</b>	2.1%	335,677
<b>Expenditures - (GF)</b>					
- Personnel	12,336,000	12,293,390	12,860,200	4.6%	566,810
- Long Term UAL (CalPERS) - Additional Payments	0	938,294	961,700	2.5%	23,406
- Contractual Costs; Material & Supplies; PY Expenses	2,422,200	2,200,802	2,501,400	13.7%	300,598
- FMF Cost Recovery		0			
- Other Expenditures		72,112		-100.0%	(72,112)
- Project Expenditures	0	0	0		
<b>Subtotal</b>	<b>14,758,200</b>	<b>15,504,598</b>	<b>16,323,200</b>	5.3%	818,602
- Depreciation Expense	802,700	783,551	766,700	-2.2%	(16,851)
Total Operating Expenditures	15,560,900	16,288,150	17,089,900	4.9%	801,750
Operating Surplus (Deficit)	(483,900)	(258,327)	(724,400)	180.4%	(466,073)
- Other Exenditures - Capital	950,300	1,044,517	893,600	-14.4%	(150,917)
<b>Total Expenditures (minus depreciation)</b>	<b>15,708,500</b>	<b>16,549,116</b>	<b>17,216,700</b>	4.0%	667,584
Net Surplus (Deficit)	(631,500)	(519,293)	(851,300)	63.9%	(332,007)
- Other financing sources (transfers in/out)	778,000	872,965	542,500	-37.9%	(330,465)
Cash Surplus (Deficit)	146,600	353,672	(308,800)	-187.3%	(662,472)
<b>Designated Capital Revenue</b>					
Annexation Fees					
Fire Mitigation Fee Interest	13,000	22,912	13,800	-39.8%	(9,112)
Fire Mitigation Fees* Includes EF/HG	211,800	701,745	315,100	-55.1%	(386,645)
<b>Subtotal</b>	<b>224,700</b>	<b>724,657</b>	<b>328,800</b>	-54.6%	(395,857)
<b>Designated Capital Revenue Expenditures</b>					
FMF Expenditures					
Transfer in/out	778,000	(872,965)	(542,500)	-37.9%	330,465
<b>Total Expenditures - (FMF)</b>	<b>778,000</b>	<b>(872,965)</b>	<b>(542,500)</b>	-37.9%	330,465
Cash Surplus (Deficit)	(553,300)	(148,308)	(213,800)	44.2%	(65,492)
<b>Prior Year Adjustments</b>					
<b>RESERVE Surplus (Deficit) - All Funds</b>	<b>(406,689)</b>	<b>205,465</b>	<b>(522,600)</b>	-354.4%	(728,065)

# **Estimated Cash Net Assets FY18 vs. FY19** *(not including Net Pension Obligation)*

<b>General Fund</b>					
	FUND TOTAL	FY18	FUND TOTAL	FY19	%
Cash - Beginning (June 30, 2017)		15,857		18,553	
June 30 Receivables		731			
June 30 Restricted Cash & Cash Equivalents		5,229			
June 30 Prepay		0			
June 30 Transfer in (out)		0		0	
		21,816		18,553	-15.0%
June 30 Liabilities		(3,617)		0	
BEGINNING - NET CASH ASSETS		<u>18,199</u>		<u>18,553</u>	1.9%
<b>PROJECTED REVENUE</b>					
Taxes & Assessments	13,432		13,795		
Interest	202		148		
Developer Reimbursement	166		141		
Lease Revenue	353		379		
Other Revenue	1,158		1,237		
EFF/HG (County)	447		447		
Fees	272		219		
Fire Mitigation Fees			0		
<b>Total Projected Revenue</b>	<b>16,030</b>		<b>16,366</b>		
<b>PROJECTED EXPENDITURES</b>					
Personnel Costs	12,294		12,860		
Maintenance & Operating Costs	2,201		2,501		
Capital/Project Expenditures	72		0		
Depreciation Expense	784		767		
<b>Total Operating Expenditures</b>	<b>15,351</b>		<b>16,127</b>		
Operating Surplus - \$	679		239		
Operating Cash Surplus (Deficit) inc. depreciation	1,463		1,005		
Additional Cash Payments					
Equipment - Facility - Vehicles	1,045		894		
CalPERS UAL	938		962		
<b>Total Projected Cash Expenditures</b>	<b>16,550</b>		<b>17,217</b>		
Excess Revenue over Cash Expenditures	(520)		(851)		
Transfers in(out)	873		543		
<b>Net Change in Fund Balance</b>		353	(308)		-187.2%
<b>Less Long Term Liabilities</b>		0	0		
CASH ASSETS - 6/30		<u>18,553</u>		<u>18,244</u>	-1.7%
<b>Fire Mitigation Fund</b>					
Cash - Beginning		1,448		1,509	
June 30 Receivables		200		0	
June 30 Restricted Cash & Cash Equivalents		0		0	
June 30 Prepay		0		0	
June 30 Transfer in (out)		0		0	
		1,648		1,509	
June 30 Liabilities		9		0	
BEGINNING - NET CASH ASSETS		<u>1,657</u>		<u>1,509</u>	-8.9%
<b>PROJECTED REVENUE</b>					
Interest		23		14	
Fire Mitigation Fees		702		315	
<b>Total Projected Revenue</b>		725		329	-54.6%
<b>PROJECTED EXPENDITURES</b>					
Total Operating Expenditures					
Excess Revenue over Expenditure		725		329	
Transfers in(out)		(873)		(543)	
<b>Net Change in Fund Balance</b>		(148)		(214)	
CASH ASSETS - 6/30		1,509		1,295	-14.2%
<b>LIABILITIES &amp; FUND EQUITY</b>					
Restricted Reserves					
Fire Mitigation		1,509		1,295	
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<u>1,509</u>		<u>1,295</u>	-14.2%
ENDING - NET CASH ASSETS (Deficit)-ALL FUNDS		<u>20,062</u>		<u>19,540</u>	-2.6%

FY19

CAPITAL  
EXPENDITURES

GENERAL FUND  
&  
FIRE MITIGATION  
FUND

## FY19 Capital Equipment Expenditures & Five Year Capital Plan

### GENERAL FUND

#### ASSETS

Description	FY18	Est (6/30)	FY19	Five Year Capital Plan				FY23
				FY20	FY21	FY22		
Copier (Replacement)		-						
EKG Upgrade - Defibrillator Monitors		10,699						
File Server		-						
Fire Prevention Software (FMF Project Approved FY15)								
Fueling Station – Harmony Grove Village (HGV) Fire Station - 15% Funding	11,250							
Emergency Station Generator (HGV Fire Station) - 15% Funding	18,000							
Hurst eHydraulic Rescue Tool Set		-						
Phone System Admin/Station 1	-	-	-	-	-	-	-	-
Subtotal	29,250	10,699	-	-	-	-	-	-

### FIRE MITIGATION FUND

#### ASSETS

Description	FY18	Act (6/30)	FY19	FY20	FY21	FY22	FY23
Fueling Station – Harmony Grove Village (HGV) Fire Station (85%)	63,750						
Emergency Station Generator (HGV Fire Station) - 85% Funding	102,000						
Fire Prevention Software (FMF Project Approved FY15)	-	-	-	-	-	-	-
Total Proposed Asset Expenditures	165,750	-	-	-	-	-	-
TOTAL	195,000	10,699	-	-	-	-	-

Fire Prevention Software (FMF Project Approved FY15) - Project Costs in Other Professional Services

# FY19 Capital Facility Improvement Expenditures & Five Year Capital Plan

GENERAL FUND

## FACILITY REPLACEMENT - IMPROVEMENT

			BUDGET		Five Year Capital Plan					
Project #	Description	Funding %	FY18	Est. (6/30)	FY19	FY20	FY21	FY22	FY23	
19-01	EFF Additional Living Quarters <i>Committee Approved (FY18) - Est \$542,500</i>	30%	-	11,562	232,500					
18-01	RSF Fire Station - Design/Build <i>Committee Approved (FY18) - Est \$1,445,000</i>	15%	-	56,662		4,752,980				
18-02	RSF5 Temporary Trailers	100%	-	-	-	-	-	-	-	-
SUBTOTAL			-	68,224	232,500	4,752,980	-	-	-	-
FIRE MITIGATION FUND					FY19	FY20	FY21	FY22	FY23	
FACILITY REPLACEMENT/IMPROVEMENT										
Project #	Description	Funding %								
19-01	EFF Additional Living Quarters <i>Committee Approved (FY18) - Est \$542,500</i>	70%	-	26,978	542,500					
18-01	RSF Fire Station - Design/Build	85%	-	321,087	-	1,123,913	-	-	-	-
SUBTOTAL			-	348,065	542,500	1,123,913	-	-	-	-
TOTAL			-	416,290	775,000	5,876,893	-	-	-	-



# FY19 Capital Fleet Expenditures & Five Year Capital Plan

## GENERAL FUND

ID/Vehicle Type	Year	Funding %	Exp Est	FY18	Est (6/30)	FY19	FY20	FY21	FY22	FY23
<b>Reserve Vehicles</b>										
0211 - Engine - Type I	2002									
0311 - Engine - Type I	2003									
0383 - Command	2003									
9611 - Engine - Type I	1996									
<b>VEHICLE REPLACEMENT RESERVES</b>										
0261 - Water Tender	2002	100%	265,886							265,886
0262 - Brush - Type III	2002	100%	500,587				500,587			
0281 - Staff	2002	100%	27,096							
0312 - Engine - Type I	2003	100%	618,011				680,636			
0384 - Staff	2003	100%	35,000	35,000		35,000				
0461 - Brush - Type III	2004	0%								
0481 - Utility - Type 6	2004	0%								
0561 - Brush - Type III	2005	100%	431,495						431,495	
0611 - Engine - Type I	2006	0%	637,500						637,500	
0811 - Engine - Type I	2008	100%	676,715					676,715		
0882 - CERT Trailer	2004	0%								
0891 - Ambulance	2008	0%								
0981 - Staff	2009	100%	38,795						38,795	
1151 - Water Tender EFF	2011	0%	337,500							
1181 - Staff	2011	100%	35,601					35,601		
1281 - Staff Ford F150	2012	100%	83,551			83,551				
1282 - Command Explorer	2012	100%	60,667					60,667		
1283 - ATV Trailer	2012	0%	-							
1381 - Staff - Escape	2013	100%	42,077					42,077		
1411 - Engine - Type I	2013	100%	745,451							
1481 - Staff - Explorer	2014	100%	54,150						54,150	
1482 - Staff - Explorer	2014	100%	57,468							
1581 - Command	2015	100%	59,147							59,147
1611 - Engine Type I	2016	100%	695,825							
1681 - Staff Ford Explorer	2016	100%	43,407		-					43,407
1682 - Command F150	2016	100%	79,524		-				79,524	
1781 - Staff Explorer	2017	100%	41,668		-					41,668
1811 - Engine - Type I	2017	15%	-	108,044	92,629					
			-	-	-	-	-	-	-	-
TOTALS			5,567,121	143,044	92,629	118,551	1,181,223	815,060	1,241,464	410,109
* Prior year approved - anticipated delivery Dec 2017										

## FIRE MITIGATION FUND

ID/Vehicle Type	Year	Funding %	Exp Est	FY18	Est (6/30)	FY19	FY20	FY21	FY22	FY23
1811 - Engine - Type I	2017	85%	-	612,250	524,900	-	-	-	-	-
TOTAL			5,567,121	755,294	617,529	118,551	1,181,223	815,060	1,241,464	410,109

Fully depreciated

FY19  
PERSONNEL  
ORGANIZATION  
CHART  
EQUIPMENT  
FACILITY  
FLEET

## Personnel Listing

Position Title	2017-18 Positions	Change (+/-)	2018-19 Positions
<b>Administration</b>			
Fire Chief	1		1
Deputy Chief	1		1
Administrative Manager <sup>*1</sup>	1		0
Administrative/Human Resource Manager	0	1	1
Finance Manager	0	1	1
Battalion Chief - Training	1		1
Accounting Specialist	1		1
Accounting Technician	1		1
Office Support Coordinator	1		1
Fire Service Assistant	1		1
Temporary Staffing <sup>*2</sup>	0	1	1
<b>Total Administration</b>	<b>8</b>		<b>10</b>
<b>Fire Prevention</b>			
Fire Marshal	1		1
Deputy Fire Marshal <sup>*3</sup>	1		1
Fire Prevention Specialist/Forester	1		1
Fire Prevention Specialist	1		1
Fire Prevention Specialist-Temporary	1		1
Public Education Coordinator	1		1
Office Support Coordinator	1		1
Temporary Staffing <sup>*2</sup>	3		3
<b>Total Fire Prevention</b>	<b>10</b>		<b>10</b>
<b>Emergency Services</b>			
Battalion Chief - Shift	3		3
Captain	18		18
Engineer	1		1
Engineer/Paramedic	17		17
Firefighter Paramedic	15		15
<b>Total Emergency Services</b>	<b>54</b>		<b>54</b>
<b>Volunteer Division</b>			
Division Chief	0		0
Volunteer Recruitment & Retention Coordinator	1		1
Driver Operator <sup>*4</sup>	6		6
Volunteer Firefighters <sup>*5</sup>	25		25
<b>Total Volunteer</b>	<b>32</b>		<b>32</b>
<b>Grand Total</b>	<b>104</b>		<b>106</b>

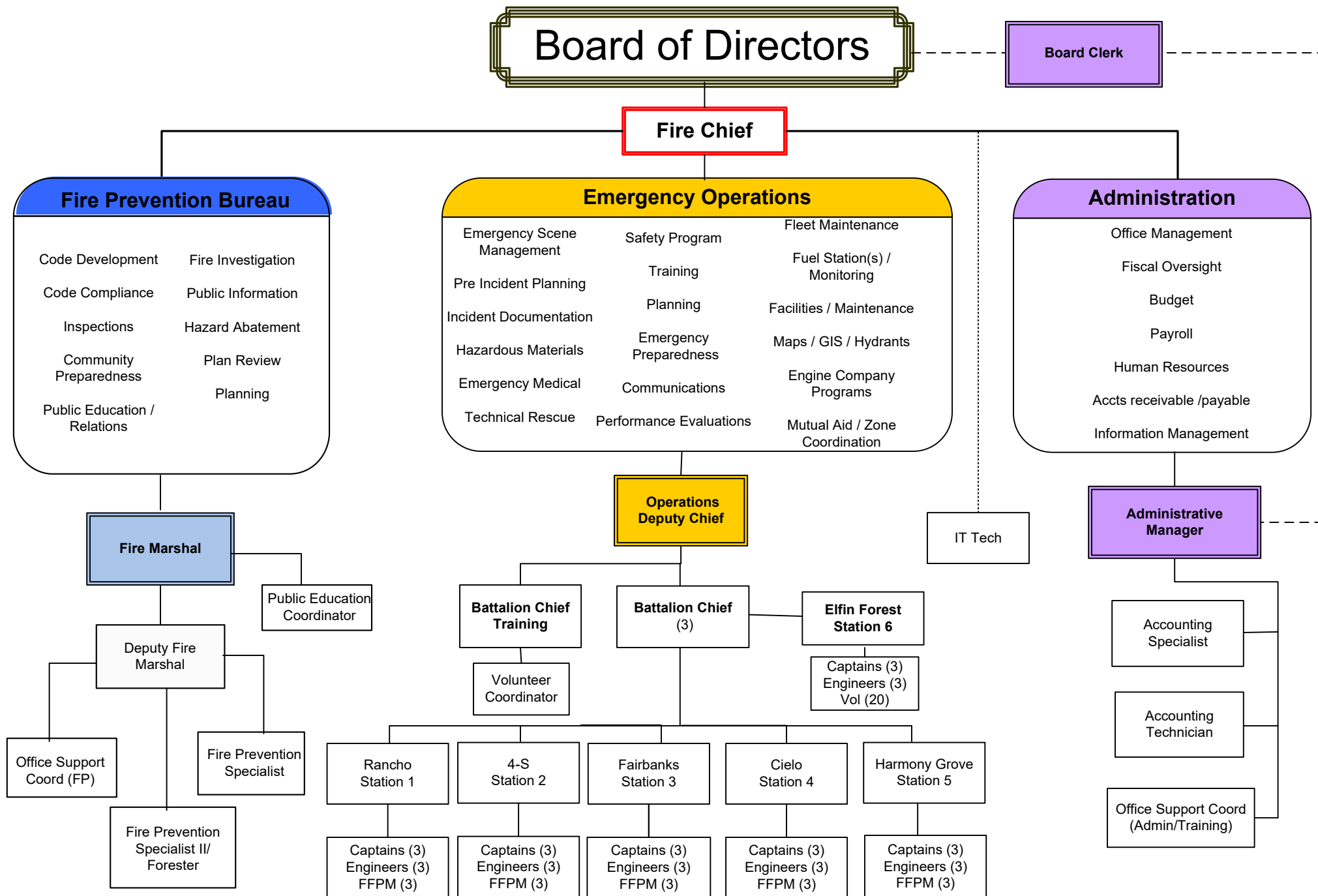
<sup>\*1</sup> - Position anticipated to be reclassified in FY19 due to retirement

<sup>\*2</sup> - Retired Annuitant

<sup>\*3</sup> - Position not currently funded

<sup>\*4</sup> - Part time

<sup>\*5</sup> - Not to exceed



## FY19 Equipment - DEPRECIATION EXPENSE ACCUMULATED RESERVES

Description	Cost	Date in Service	Year in Service	Depreciation Schedule - Years	Depreciation Annual Expense	Jun 2018 Accumulated Reserves	6/30/2019	Depreciation Expense	Jun 2019 Accumulated Reserves
Turnout Washer	52,595.00	6/30/2005	2005	5		52,595.00	14.01		52,595.00
Hydraulic Rescue Tool	22,400.00	6/30/2005	2005	15	1,493.31	20,906.67	14.01	1,493.33	22,400.00
File Server #1	16,279.35	7/13/2005	2005	3		16,279.35	13.97		16,279.35
Hydraulic Rescue Tool #2	18,360.89	1/1/2008	2008	15	1,224.06	12,852.62	11.50	1,224.06	14,076.68
Thermal Imaging Camera #1	11,201.25	5/1/2009	2009	5		11,201.25	10.17		11,201.25
Thermal Imaging Camera #2	11,201.25	5/1/2009	2009	5		11,201.25	10.17		11,201.25
Copier	19,921.64	11/1/2009	2009	5		19,921.64	9.67		19,921.64
Phone System - Admin	24,495.83	3/31/2011	2011	5		24,495.83	8.25		24,495.83
Office Furnishings - Admin (Rancho Cielo)	101,728.23	3/31/2011	2011	10	10,172.82	73,746.00	8.25	10,172.82	83,918.82
File Server - Fairbanks	11,721.16	3/31/2011	2011	7	1,674.45	11,721.16	8.25		11,721.16
File Server - Admin	41,143.18	3/31/2011	2011	7	5,877.60	41,143.18	8.25		41,143.18
Board Room Dias Furnishings - Admin	21,025.00	4/16/2011	2011	10	2,102.50	15,155.28	8.21	2,102.50	17,257.78
Printer-Scanner-Plotter	18,104.21	2/1/2014	2014	7	2,586.32	12,500.53	5.41	2,586.32	15,086.84
Generator (Towable)	25,206.06	4/1/2014	2014	10	2,520.61	8,822.12	5.25	2,520.61	11,342.73
File Server #2	10,950.58	7/1/2014	2014	3		10,950.58	5.00		10,950.58
Phone System - Admin	23,060.12	12/1/2014	2014	10	2,306.01	8,263.21	4.58	2,306.01	10,569.22
Thermal Imaging Camera #3	10,119.00	2/1/2015	2015	5	2,023.80	6,914.65	4.41	2,023.80	8,938.45
Hydraulic Rescue Tool #3	32,246.00	6/30/2015	2015	15	2,149.73	6,449.20	4.00	2,149.73	8,598.93
Hydraulic Rescue Tool #4	31,696.92	4/1/2016	2016	15	2,113.13	4,747.30	3.25	2,113.13	6,860.43
File Server #3	10,658.33	3/1/2017	2017	3	3,552.78	4,730.55	2.33	3,552.78	8,283.32
Copier	12,517.04	5/1/2017	2017	5	2,503.41	2,923.03	2.16	2,503.41	5,426.44
File Server #4	11,272.00	1/1/2017	2017	3	3,757.33	5,610.26	2.49	3,757.33	9,367.60
Laerdal Megacode Kelly	12,193.33	7/1/2017	2017	3	4,064.44	4,064.44	2.00	4,064.44	8,128.89
EKG Defibrillator Monitors	20,376.43	7/1/2017	2017	5	4,075.29	4,075.29	2.00	4,075.29	8,150.57
EKG Defibrillator Monitor	10,698.79	11/1/2017	2017	5	2,139.76	2,139.76	1.66	2,139.76	4,279.52
	<u>581,171.59</u>				<u>56,337.34</u>	<u>393,410.15</u>		<u>48,785.32</u>	<u>442,195.46</u>
							Accumulated Depreciation - 2018		393,410.16
								Ann Dep - 2019	48,785.32
								Acc Dep - 2019	442,195.47
								Adjustment	-
								REVISED Acc Dep - 2019	<u>442,195.48</u>

# FY19 Fleet - Depreciation Expense Accumulated Reserves

Asset No	Description	Year	Location	Actual Cost	Date in Service	Depreciation Schedule	Annual Depreciation	June 2018 Accumulated Depreciation	6/30/2019	2019 (Inc Adj)	June 2019 Accumulated Depreciation
0261	Water Tender	2002	RSF4	204,528.00	1-Jul-02	15		204,528.00	17.00	-	204,528.00
0262	Brush - Type III	2002	RSF5	278,104.00	1-Jul-02	15		278,104.00	17.00	-	278,104.00
0281	Staff	2002	Fire Prevention	20,843.00	1-Jul-02	5		20,843.00	17.00		20,843.00
0312	Engine - Type I	2003	RSF5	412,007.00	30-Jun-04	10		412,007.00	15.00		412,007.00
0384	Staff	2003	Fire Prevention	32,787.00	30-Jun-04	5		32,787.00	15.00		32,787.00
0461	Brush - Type III	2004	RSF6	325,000.00	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
0481	Utility - Type 6	2004	RSF6	75,000.00	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
0561	Brush - Type III	2005	RSF1	287,663.00	30-Jun-05	15	19,177.53	258,896.70	14.00	19,177.53	278,074.24
0611	Engine - Type I	2006	RSF6	425,000.00	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
0811	Engine - Type I	2008	RSF1	483,367.58	1-Apr-08	10		483,367.58	11.25	-	483,367.58
0882	CERT Trailer	2004	RSF6	-	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
0891	Ambulance	2008	RSF6	190,000.00	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
0981	Staff	2009	RSF4	29,842.38	1-Mar-09	5		29,842.38	10.34		29,842.38
1151	Water Tender	2011	RSF6	225,000.00	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
1181	Staff - Explorer	2011	Pub Education Coord.	27,385.48	1-Jun-11	5		27,385.48	8.08	-	27,385.48
1281	Command - Exp	2012	Battalion Chief	64,270.30	1-Jul-12	5		64,270.30	7.00	-	64,270.30
1282	Staff - Ford F150	2012	Deputy Chief	50,555.58	1-May-12	5		50,555.58	7.17	-	50,555.58
1283	ATV Trailer	2012	RSF6	1,875.00	13-Jul-16	Donated Asset from Elfin Forest/Harmony Grove Volunteer Fire Dept Inc.					-
1381	Staff - Escape	2013	Fire Prevention	35,064.29	1-Jun-13	6	5,844.05	29,985.84	6.08	5,078.45	35,064.29
1411	Pumper	2014	RSF2	573,423.77	3-Jul-14	12	47,785.31	191,141.26	4.99	47,785.31	238,926.57
1481	Staff - Explorer	2014	Fire Prevention	41,654.16	7-Apr-14	6	6,942.36	29,505.03	5.23	6,942.36	36,447.39
1482	Staff - Explorer	2014	Fire Prevention	44,206.53	7-Apr-14	6	7,367.76	31,312.96	5.23	7,367.76	38,680.71
1581	Staff - Expedition	2015	Fire Chief	45,497.68	1-May-15	6	7,582.95	24,004.58	4.17	7,582.95	31,587.53
1611	Engine - Type I	2016	RSF4	535,249.86	1-Jun-17	12	44,604.16	51,691.94	2.08	44,604.16	96,296.09
1681	Staff - Explorer	2016	Fire Prevention	33,390.06	1-Mar-16	6	5,565.01	12,974.86	3.33	5,565.01	18,539.87
1682	Command - F150	2016	Fire Prevention	61,172.13	1-Jan-17	6	10,195.36	20,251.05	2.49	10,195.36	30,446.40
1781	Staff - Explorer	2017	Fire Prevention	32,052.54	1-Nov-16	6	5,342.09	12,396.58	2.66	5,342.09	17,738.67
1811	Engine - Type I	2017	RSF3	520,445.00	15-May-18	12	43,370.42	5,465.86	1.13	43,370.42	48,836.28
RESERVE											
0211	Engine - Type I	2002	Reserve - RSF2	430,996.00	1-Jul-02	10		430,996.50	17.00		430,996.50
0311	Engine - Type I	2004	Reserve - RSF3	412,007.00	30-Jun-04	10		412,007.00	15.00		412,007.00
0781	Command	2007	Reserve - Battalion Chief	64,814.02	31-Dec-06	5		64,814.02	11.50	\$ -	64,814.02
9611	Engine - Type I	1996	Reserve - RSF3	475,000.00	30-Jun-96			475,000.00	23.00		475,000.00
				5,196,326.36			203,776.98	3,654,134.49		203,011.39	3,857,145.88
									Accumulated Depreciation 2018		3,654,134.49
									Annual Depreciation 2019		203,011.39
									Accumulated Depreciation 2019		3,857,145.88
									Adjustment		-
									REVISED Accumulated Depreciation 2019		3,857,145.88

## FY19 Station Location - DEPRECIATION EXPENSE ACCUMULATED RESERVES

Station Locations	Cost	Year in Service	Depreciation Schedule - Years	Depreciation Annual Expense	Jun 2018 Accumulated Reserves	6/30/2018	Depreciation Expense	Jun 2018 Accumulated Reserves
<b>RSF1</b>								
16936-1/2 El Fuego (Admin)	1,294,645.00	6/30/1992	40	32,366.13	841,519.90	26	32,366.13	873,886.02
Admin Bldg	112,623.07	4/30/2007	26	4,331.66	57,755.38	11.18	4,331.66	62,087.04
16936 El Fuego (Stn)	2,922,332.00	6/30/1999	40	73,058.30	1,388,108.50	19	73,058.30	1,461,166.80
Pavers	44,176.00	10/1/2008	30	1,472.53	14,357.20	9.75	1,472.53	15,829.73
<b>RSF2</b>								
16930 Four Gee Road	3,180,000.00	6/30/2003	40	79,500.00	1,192,500.00	15	79,500.00	1,272,000.00
16930 Four Gee Road - Training Tower	1,563,252.00	6/30/2004	40	39,081.30	547,138.20	14	39,081.30	586,219.50
Training Facility Concrete	27,000.00	6/30/2006	38	710.53	9,947.38	12	710.53	10,657.91
16930 Four Gee Road - Storage Facility	190,225.36	6/30/2007	40	4,755.63	52,311.97	11	4,755.63	57,067.61
<b>RSF3</b>								
6424 El Apajo Completed 03/26/2012	4,854,088.00	4/1/2012	40	121,352.20	728,113.20	6.25	121,352.20	849,465.40
<b>RSF4</b>								
18040 Calle Ambiente	3,180,000.00	6/30/2005	40	79,500.00	1,020,250.00	13	79,500.00	1,099,750.00
<b>RSF5</b>								
2604 Overlook Point	362,475.81	7/22/2016	10	36,247.58	70,310.38	1.94	36,247.58	106,557.96
<b>RSF6</b>								
20223 Elfin Forest Road	-	7/22/2016	-	-	-	-	-	-
<b>RSF-Admin</b>								
Admin Bldg (Rancho Cielo)	1,699,885.47	4/18/2011	40	42,497.14	306,095.82	7.21	42,497.14	348,592.95
	<u>19,430,702.71</u>			<u>514,872.99</u>	<u>6,228,407.92</u>		<u>514,872.99</u>	<u>6,743,280.91</u>
					Accumulated Depreciation - 2018		38,533	6,228,407.92
						Ann Dep - 2019		514,872.99
						Adjustment		-
						REVISED Acc Dep - 2019		<u>6,743,280.91</u>