

Nevada County Consolidated Fire District

640 Coyote Street
Nevada City, CA 95959
(530) 265-4431
FAX 265-4438



www.nccfire.com
nccfire@nccfire.com

BOARD OF DIRECTORS

Keith Grueneberg, President
Barry Dorland, Vice President
Tom Carrington
Spencer Garrett
David Hanson
Patricia Nelson
Marianne Slade-Troutman

STAFF

Jim Turner, Fire Chief
Jerry Funk, Deputy Fire Chief
Terry McMahan, Fire Marshal
Patrick Mason, Deputy Fire Marshal
Jeff Van Groningen, Finance Manager
Nicole Long, Operations Support Manager

BOARD OF DIRECTORS**AGENDA - REGULAR VIRTUAL MEETING
THURSDAY, APRIL 15, 2021 – 7:00 PM**

The Public may observe and participate in the Virtual Zoom Meeting by using this link:

<https://us02web.zoom.us/j/7829237035>

Meeting ID: 868 2680 4095

Or by dialing (669)900-6833

Conference Code 04152021

Governor Newsom has declared a State of Emergency to exist in California as a result of the threat of the Coronavirus (COVID-19). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow the public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public's and Employees health and well-being are the top priority for the Board of Directors of the Nevada County Consolidated Fire District, and you are urged to take all the appropriate health safety precautions.

Nicole Long, Board Secretary
(530)265-4431
nicolelong@nccfire.com

The Board of Directors welcomes you to its meetings and your participation is encouraged and appreciated. All meetings are recorded. Any Member of the Audience desiring to address the Board on a matter appearing on the Agenda, before or during consideration of the item, may do so after receiving recognition from the presiding officer. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. For further rules on public comment and other matters, please see the last page of this agenda.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information.

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Directors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Directors may hold a Closed Session as the agenda schedule permits.

STANDING ORDERS:



- 7:00 p.m. Call to Order
- Roll Call
- Pledge of Allegiance to the Flag
- Corrections and/or deletions to the agenda

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

This is the time for any member of the public to address the Board on any item not on this Agenda that is within the subject matter jurisdiction of the NCCFD Board. Please wait for recognition from the presiding officer. The Board generally cannot act on or discuss an item not on the agenda. However, the Board may "briefly respond" to comments or questions from the members of the public. Please see the rules for public comment at the end of this agenda.

CONSENT CALENDAR

These items are considered to be routine and may be enacted by one motion by the Board of Directors. There will be no separate discussion of these items. If discussion is desired, any board or staff member or interested party may request that an item be removed from the Consent Calendar to be considered separately.

1. Acceptance of Minutes – March 18, 2021
2. Fund Balances, Check History Report and Credit Card History Report

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Dorland, Slade-Troutman
PERSONNEL: Carrington, Hanson, Nelson

AD HOC COMMITTEES

BOARD POLICY AND PROCEDURES: Grueneberg
WESTERN NEVADA COUNTY FIRE AGENCY: Grueneberg, Dorland, Hanson

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

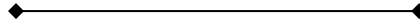
NEW BUSINESS

3. Discussion and possible action, Resolution 21-07, Amending the 20/21 Fiscal Year Budget. **Finance Manager Van Groningen**
4. Discussion and possible action, Resolution 21-08, Cell Phone Tower Contract Agreement and Lease located at 14400 Golden Star Road, Grass Valley, CA 95949 (Station 88). **Fire Chief Turner**
5. Discussion and possible action, Assigning an Ad Hoc Committee for Succession Planning. **President Grueneberg**
6. Discussion and possible action, selecting a negotiator to negotiate on behalf of the District for labor negotiations with the Local Firefighters Union 3800 representing the Non-Management Safety Employees. **President Grueneberg**
7. Correspondence.
 - 7.(A) Thank you from the Mathews Family.

CHIEF'S MONTHLY REPORT

***BOARD DISCUSSION**

ADJOURNMENT



Board Meeting Schedule

All Regular Board Meetings will take place on the third Thursday of the month.

Copies

Copies of the agenda documents relative to an agenda item may be obtained at the Administrative Office, 640 Coyote Street, Nevada City, CA 95959, at a cost of \$1.00 dollar per page.

Board Meeting Notices

This Regular Meeting Agenda was posted 72 hours in advance of the meeting at the following locations: Nevada County Consolidated Fire District: Administration Office, 640 Coyote Street, Nevada City; Station 86, 12337 Banner Lava Cap Rd, Nevada City; Station 88, 14400 Golden Star, Grass Valley; Station 89, 11833 Tammy Way, Grass Valley; and on our website address at <http://www.nccfire.com>. Our e-mail address is nccfire@nccfire.com.

Rules Applying to Public Comments (as provided by CA Government Code Section 54954.)

A. Members of the public wishing to address the Board upon any subject within the jurisdiction of the Nevada County Consolidated Fire District may do so upon receiving recognition from the presiding officer at the appropriate time. You may address the Board on any agenda item prior to Board Action. If you wish to address the Board on an item not on the agenda, you may do so during the General Public Comment period. Understand that no action may be taken on an item not on the agenda.

- Where necessary for the orderly operation of the meeting, the presiding officer may limit public comment during the public comment period or public hearing to no more than five minutes per individual.

B. After receiving recognition, please stand and state your name, as all meetings are being taped. Note that stating your name is a voluntary act and is not required.

C. Members of the public may submit written comments on any matter that is listed on the agenda or for general public comment. You may submit written comments on any matter by U.S. Mail addressed to 640 Coyote Street, Nevada City, CA 95959 or by e-mail to nicolelong@nccfire.com. For comments to be read at the meeting and entered into the minutes they must be received no later than 8:00 a.m. on the morning of the noticed meeting.

D. All documents to be presented to the Board of Directors shall be given to the Secretary of the Board for distribution (original and seven copies) prior to the Call of Order of meeting.

E. Complaints against any individual District employee cannot be brought up in open meeting directly. The District will only consider such a complaint if submitted in writing.

DRAFT
Nevada County Consolidated Fire District

640 Coyote Street
Nevada City, CA 95959
(530) 265-4431
FAX 265-4438



www.nccfire.com
nccfire@nccfire.com

BOARD OF DIRECTORS MINUTES March 18, 2021

Regular Meeting held virtually at

<https://us02web.zoom.us/j/7829237035>

Meeting ID: 782 923 7035

NCCFD DIRECTORS

Present: Grueneberg (President), Carrington, Garrett, Hanson, Nelson

STAFF:

Present: Fire Chief Turner, Deputy Chief Funk, Fire Marshal McMahan, Deputy Fire Marshal Mason, Finance Manager Van Groningen, Operations Support Long

STANDING ORDERS:

President Grueneberg called the meeting to order at 7:04 pm and took roll call, noting that Director Dorland and Director Slade-Troutman was absent. President Grueneberg led in the pledge of allegiance.

***PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Per CA Government Code 54954.3

Robin Serna, Shop Steward Local 3800, current contract is expiring and would like to open negotiations.

Jeff Van Groningen, Finance Manager, wanted to confirm that all Directors and public received the updated Audited Financial Statements.

CONSENT CALENDAR

1. Acceptance of Minutes – January 21, 2021
2. Fund Balances, Check History Report and Credit Card History Report – January 2021 and February 2021

Director Carrington motioned to accept the consent calendar. Director Nelson seconded. **MOTION** passed unanimously following a roll call vote with Director Dorland and Director Slade-Troutman being absent.

COMMITTEE REPORTS

STANDING COMMITTEES

FINANCE/BUDGET: Dorland, Slade-Troutman

PERSONNEL: Carrington, Hanson, Nelson

AD HOC COMMITTEES

NEGOTIATIONS: Carrington

BOARD POLICY AND PROCEDURES: Grueneberg

LOCAL AGENCY ASSIGNMENTS

NEVADA COUNTY FIRE AGENCY (JPA): Garrett, Turner

Finance – No report

Personnel – Director Carrington reported that meeting needs to be scheduled to discuss succession planning.

Board Policy & Procedures – No report

JPA – A meeting was held last week, and general business was discussed.

NEW BUSINESS

3. **Discussion and possible action, Audit Exit Interview for fiscal year ending 19/20 with Fechter and Company.**

Finance Manager Van Groningen discussed how different the audit was conducted this year was with no on-site visits. He then introduced Craig Fechter and he reiterated the difference in auditing agencies was as well. Mr. Fechter discussed how the audit worked and how numbers are tested and verified. He also reported that Fechter and Company were issuing a clean opinion and with no significant issue. Annual adjustments are always needed and had nothing to bring to the attention of the Board. Fechter and Company does internal control workshops, free of charge to clients through May and July. President Grueneberg and Finance Manager Van Groningen thanked Craig Fechter and Company. After a brief discussion, Director Nelson motioned to approve the audited financial statements for fiscal year ending 19/20. Director seconded. **MOTION** passed unanimously, with Director Dorland, Director Hanson and Director Slade-Troutman being absent.

4. **Discussion and possible action, Resolution 21-06, Transfer Funds from 758 to 722 in the amount of \$7,980.19.**

Finance Manager Van Groningen discussed that we have three (3) different fund accounts that the District utilizes. With the changes in personnel in Finance Department over the last 3 months, it was recognized that some items were paid out of fund 722, that were budget to come out of fund 758. To make this correction with the County of Nevada Auditors a resolution is needed. Director Carrington motioned to adopt Resolution 21-06, Transfer Funds from 758 to 722 in the amount of \$7,980.19. Director Garrett seconded. **MOTION** passed unanimously, with Director Dorland and Director Slade-Troutman being absent.

5. **Discussion and possible action, Authorize Deputy Chief Funk to purchase (1) 2011 Ford F250 Standard Cab 4wd in the amount of \$32,286.63.**

Deputy Chief Funk reviewed his staff report verbally. After some discussion, Director Hanson motioned to authorize Deputy Chief Funk to purchase (1) 2011 Ford F250 Standard Cab 4wd in the amount of \$32,286.63. Director Nelson seconded. **MOTION** passed unanimously, with Director Dorland Director Slade-Troutman being absent.

6. **Discussion and possible action, California Special Districts Association (CSDA) Board of Directors Call for Nomination Seat A.**

President Grueneberg reported that CSDA is calling for nominations for Seat A and tallied the Directors for interest. No nominations on our Board.

7. **Correspondence.**

President Grueneberg reported that the District received a very nice thank you letter.

CHIEF'S MONTHLY REPORT

Deputy Chief Funk reviewed both February and March reports, stating we have had several significant structure fires. The Crews did an amazing job on all the incidents. After reviewing the administrative side he also mentioned a few items that were not included. The District was awarded the Power Safety Power Shutoff grant for a generator replacement for station 89. Contractors have also broke ground for the generator replacement at station 84.

Fire Marshal McMahan reviewed his report, highlighting the prevention video with Nevada Union High School.

Chief Turner reported that the off-road vehicle has been purchased and with the assistance of Firefighter Wheeler, a price below government pricing was reached.

***BOARD DISCUSSION**

President Grueneberg reported that the zoom is working well and is the next best thing to meeting in person. Board Secretary Nicole reminded the Directors to complete their Form 700 by April 1st. AB1234 ethics training offered by the County is coming up and all Directors are due to recertify this year.

ADJOURNMENT

President Grueneberg adjourned the meeting at 7:40 p.m.

Attest:

Approved by:

Nicole Long
Board Secretary

Keith Grueneberg
President of the Board

DRAFT

**Nevada County Consolidated Fire District
Fund Recap & Cash Balances
March 2021**

	Fund					Total
	722 Operating	723 Contingency	733 AB1600	734 Special Tax	758 Capital	
Beginning Cash ¹	485,992	1,245,140	85,719	4,004	454,458	2,275,313
Revenues	239,069	-	2,087	2,367	2,035	245,558
Expenditures	(333,247)	-	(18,968)	-	(8,565)	(360,780)
Other Inc/Expense	(453)	-	-	-	-	(453)
Other Activity ²	(7,857)	-	-	-	-	(7,857)
Ending Cash ¹	383,504	1,245,140	68,838	6,371	447,928	2,151,781

¹ Includes Well Fargo

² Reconciling items and prior period adjustments

List of Acroymns

CTO	Compensated Time Off
EMS	Emergency Medical Services
EPSL	Emergency Paid Sick Leave
JPA	Joint Powers Authority
LAFCo	Local Area Formation Commission
MOU	Memorandum of Understanding
PCF	Paid Call Firefighter
PPE	Personal Protective Equipment
SCBA	Self Contained Breathing Appartus
SPSL	Supplemental Paid Sick Leave
SUI	State Unemployment Insurance

Nevada County Consolidated Fire District
Operating Fund 722
March 2021

	Mar 21	Jul '20 - Mar 21	Budget	% of Budget
Revenues				
4000 · Taxes & Assessments				
4010 · Current Secured		1,781,961	3,226,494	55%
4011 · Prior Secured		(120)		
4020 · Current Unsecured	4	49,792	50,459	99%
4030 · Prior Unsecured	811	1,366	1,390	98%
4040 · Supplemental Secured	14,152	29,529	39,205	75%
4050 · Supplemental Unsecured		428	1,315	33%
4060 · Supplemental Prior Unsecured	267	306	169	181%
4110 · Special Assessment	1,348	1,141,731	2,073,062	55%
4150 · Special Tax of 2012	181	5,925		
4151 · Special Tax 2012 (transfer in)		575,000	981,062	59%
4160 · AB 1600 Mitigation Fees		2,870		
4230 · State Homeowners		13,689	25,334	54%
4240 · State Public Safety Prop 172	102,592	286,175	415,869	69%
4290 · Other		2		
Total 4000 · Taxes & Assessments	119,355	3,888,654	6,814,359	57%
4500 · Reimbursements				
4510 · Strike Team	241,226	883,244	150,000	589%
4520 · Strike Team Prior Year	25,573	25,573		100%
4522 · Strike Team Cost Offset	(160,714)	(522,788)		
4530 · Training		(621)		
4540 · Vehicle Repair		6,500	5,000	130%
4550 · Cost Recovery	159	5,257	18,500	28%
4690 · Other Reimbursements	2,115	47,276	65,960	72%
Total 4500 · Reimbursements	108,359	444,441	239,460	186%
4800 · Other Revenue				
4810 · Inspections & Permits	132	5,740	12,000	48%
4812 · Plan Reviews	1,773	10,201	10,000	102%
4820 · Interest & Finance Charges	7,387	16,613	31,481	53%
4830 · Rentals	1,450	22,950	28,740	80%
4870 · Other Revenue	613	2,320		
Total 4800 · Other Revenue	11,355	57,824	82,221	70%
Total Revenues	239,069	4,390,919	7,136,040	62%

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
Expense				
5000 · Wages & Benefits				
5100 · Wages				
5111 · Chief / Deputy Chief (2)	27,725	275,344	353,362	78%
5113 · Battalion Chief (2)	17,636	173,207	225,361	77%
5114 · Prevention (2)	16,163	160,136	207,881	77%
5121 · Captains (9)	59,538	649,866	844,810	77%
5122 · Lieutenants (6)	35,864	346,424	471,207	74%
5123 · Firefighter (12)	58,606	545,722	763,117	72%
5132 · PCF / Reserve FF			600	
5141 · Clerical (3)	16,723	152,601	226,807	67%
5145 · Fire Mechanic (1.5)	9,854	93,454	125,510	74%
5151 · Overtime	36,211	340,191	402,730	84%
5153 · Additional Overtime Staffing	470	21,708	41,225	53%
5155 · EPSL Overtime		33,515		
5161 · Strike Team		500,532		
5165 · Strike Team Backfill		169,894		
5167 · Strike Team Revenue Offset	(158,417)	(515,341)		
5171 · Holiday Stipend		70,588	75,196	94%
5173 · Vacation / CTO Buy Back	7,903	59,386	96,751	61%
5185 · Directors	225	2,700	4,500	60%
Total 5100 · Wages	128,501	3,079,927	3,839,057	80%
Footnote →				Strike team activity 4%
5500 · Payroll Taxes				
5511 · Medicare Employer Tax	3,642	47,288	55,921	85%
5512 · Soc Security Employer Tax	14	584	316	185%
5521 · SUI Employer Tax	38	5,104	5,693	90%
5526 · Strike Team Revenue Offset	(2,297)	(7,447)		
Total 5500 · Payroll Taxes	1,397	45,529	61,930	74%
5700 · Benefits				
5711 · Pension	45,775	837,207	1,009,523	83%
5731 · Health Insurance	47,893	502,285	772,464	65%
5735 · Life Insurance	2,137	11,575	15,000	77%
5751 · Workers Comp Insurance		190,494	190,964	100%
Total 5700 · Benefits	95,805	1,541,561	1,987,951	78%
Total 5000 · Wages & Benefits	225,703	4,667,017	5,888,938	79%

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
6000 · Personnel Related				
6010 · Clothing / PPE				
6011 · Uniforms	270	3,224	13,005	25%
6021 · Personal Protective Equip	7,455	8,902	35,000	25%
6031 · Safety & PPE (per MOU)		29,515	33,060	89%
Total 6010 · Clothing / PPE	<u>7,725</u>	<u>41,641</u>	<u>81,065</u>	<u>51%</u>
6100 · Food / Meals				
6111 · Meals - Administration		208	300	69%
6112 · Meals - Training		344		
6113 · Meals - Fire	406	1,033	500	207%
6114 · Meals - Interns		4,000	35,959	11%
Total 6100 · Food / Meals	<u>406</u>	<u>5,585</u>	<u>36,759</u>	<u>15%</u>
6200 · Training / Fitness				
6211 · Wellness Program	515	18,380	30,818	60%
6213 · Fitness Program	847	5,547	8,500	65%
6221 · Tuition - Safety Personnel	3,485	8,856	20,500	43%
6232 · Travel Expense	314	1,946	8,500	23%
6241 · Training Materials	471	1,500	2,000	75%
6246 · Public Safety Training Center		672	1,000	67%
6261 · Licenses & Certificates	293	1,288	2,500	52%
6271 · Training - Administration	580	805	7,500	11%
Total 6200 · Training / Fitness	<u>6,505</u>	<u>38,994</u>	<u>81,318</u>	<u>48%</u>
Total 6000 · Personnel Related	<u>14,636</u>	<u>86,220</u>	<u>199,142</u>	<u>43%</u>
6500 · Facility & Equipment Related				
6510 · Communications				
6511 · Telephones	2,335	12,212	20,280	60%
6521 · Mobile Phones	1,149	7,608	9,000	85%
6510 · Communications - Other		(7)		
Total 6510 · Communications	<u>3,484</u>	<u>19,813</u>	<u>29,280</u>	<u>68%</u>
6550 · Station				
6551 · Supplies & Services - Station	1,785	12,800	13,380	96%
6591 · Small Tools	1,983	3,317		
Total 6550 · Station	<u>3,768</u>	<u>16,117</u>	<u>13,380</u>	<u>120%</u>
6610 · Insurance				
6611 · Liability		15,011	15,052	100%
6621 · Property		18,383	17,322	106%
Total 6610 · Insurance		<u>33,394</u>	<u>32,374</u>	<u>103%</u>
6650 · Maintenance				
6681 · Facility Maint & Improvement	10,239	62,209	170,000	37%
Total 6650 · Maintenance	<u>10,239</u>	<u>62,209</u>	<u>170,000</u>	<u>37%</u>
6700 · Medical Supplies				
6716 · EMS Supplies	1,310	19,118	20,000	96%
Total 6700 · Medical Supplies	<u>1,310</u>	<u>19,118</u>	<u>20,000</u>	<u>96%</u>
6750 · Apparatus Equipment				
6751 · Hose	4,051	12,062	16,000	75%
6756 · Ladders			1,500	
6761 · Suppression Equip		2,406	7,500	32%
6766 · Power Tools & Equipment			6,800	
6771 · Pump Testing	3,630	3,630	4,350	83%
6776 · Mobile Communications	2,018	2,857	4,800	60%
6781 · Technical Rescue Equip		6,469	10,000	65%
6786 · SCBA Repair & Maintenance		1,093	8,381	13%
6791 · Small Tools - Apparatus		95	3,100	3%
6796 · Drone		1,395	3,168	44%
Total 6750 · Apparatus Equipment	<u>9,699</u>	<u>30,007</u>	<u>65,599</u>	<u>46%</u>
6800 · Utilities				
6811 · Alarm		990	1,360	73%
6821 · Electricity / Gas	3,638	33,240	41,143	81%
6831 · Propane	967	6,429	13,136	49%
6841 · Trash	240	2,129	3,600	59%
6851 · Water / Sewer	483	6,834	8,549	80%
Total 6800 · Utilities	<u>5,328</u>	<u>49,622</u>	<u>67,788</u>	<u>73%</u>
6900 · Capital Expenditures				
6911 · Stations	477	477		100%

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
6921 · Apparatus & Equipment		18,916	37,103	51%
6931 · Vehicles	32,287	32,287		
6941 · Admin Office Equipm & Com	1,122	1,122	24,550	5%
Total 6900 · Capital Expenditures	33,886	52,802	61,653	86%
Total 6500 · Facility & Equipment Relate	67,714	283,082	460,074	62%
7000 · Vehicle Related				
7001 · Insurance				
7005 · Vehicle Insurance		8,481	8,557	99%
Total 7001 · Insurance		8,481	8,557	99%
7010 · Maintenance				
7011 · Accessories	2,489	28,610		
7016 · Batteries		1,592		
7021 · Body		4,456		
7026 · Brakes		4,145		
7031 · Drive Train		14,133		
7036 · Pumps		3,207		
7041 · Tires		18,082		
7046 · Tools & Shop Related	359	6,790		
7048 · All Categories for Budget			105,820	
7049 · Outside Agency Vehicle Main	5,133	4,344		
Total 7010 · Maintenance	7,981	85,359	105,820	81%
7050 · Fuel				
7051 · Fuel	3,255	35,201	67,253	52%
Total 7050 · Fuel	3,255	35,201	67,253	52%
Total 7000 · Vehicle Related	11,236	129,041	181,630	71%
7500 · General & Admin Related				
7501 · Office Expense				
7502 · Administration	121	2,571	5,200	49%
7506 · Board		80	1,200	7%
7508 · Computer & Software Expens	943	37,803	74,850	51%
7509 · Copier Expense	80	699	1,500	47%
7511 · Memberships	150	14,623	15,125	97%
7521 · Postage & Delivery	58	991	1,800	55%
7531 · Other		461		
7501 · Office Expense - Other		0		
Total 7501 · Office Expense	1,352	57,228	99,675	57%
7550 · Professional Services				
7551 · Accounting		12,324	16,400	75%
7556 · Computer & IT Support	608	6,121	10,080	61%
7561 · Consultants		7,000	8,000	88%
7563 · Hiring Expense	929	1,922	8,250	23%
7566 · Legal Expense	720	39,070	73,115	53%
7571 · Medical Director		1,650	3,600	46%
7576 · Other		54		
Total 7550 · Professional Services	2,257	68,141	119,445	57%
7590 · Publications				
7591 · Legal Notices		526	600	88%
7596 · Marketing / Advertising			500	
Total 7590 · Publications		526	1,100	48%
7600 · Special District				
7611 · Elections		32,733	30,000	109%
7621 · LAFCo		6,348	6,745	94%
7631 · Nevada County Fees		81,403	74,838	109%
Total 7600 · Special District		120,484	111,583	108%
7650 · Prevention				
7651 · Code Purchases		1,638	1,500	109%
7653 · Investigation Supplies	179	3,065	4,300	71%
7657 · Inspection Supplies		211	1,500	14%
7661 · Prof Svcs / Plan Checks	250	1,557	2,500	62%
7663 · Public Education Supplies		21	4,000	1%
7665 · Subscriptions / Memberships	437	1,193	3,000	40%
7667 · Training	880	2,169	5,000	43%
7669 · Other Prevention / Law Enforce		920	3,500	26%
Total 7650 · Prevention	1,746	10,774	25,300	43%

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
7800 · JPA				
7831 · Dispatch Charges		48,559	150,000	32%
7841 · Dues / Administration	8,308	12,624	9,064	139%
Total 7800 · JPA	<u>8,308</u>	<u>61,183</u>	<u>159,064</u>	<u>38%</u>
Total 7500 · General & Admin Related	<u>13,663</u>	<u>318,336</u>	<u>516,167</u>	<u>62%</u>
8500 · Strike Team Non Labor Expenses		7,379		
8510 · Reimbursables				
8511 · COVID Lodging		208		
8512 · COVID testing	295	5,605		
8513 · COVID Supplies		105		
Total 8510 · Reimbursables	<u>295</u>	<u>5,918</u>		
Total Expense	<u>333,247</u>	<u>5,496,993</u>	<u>7,245,951</u>	<u>76%</u>
Fund over / <under>	(94,178)	(1,106,074)	(109,911)	
Other Income				
9001 · Grant Revenue		11,438		
Total Other Income		<u>11,438</u>		
Other Expense				
8901 · Interest Expense		33		
9101 · Grant Expense	453	15,764		
Total Other Expense	<u>453</u>	<u>15,797</u>		
Net Other	(453)	(4,359)		
Net Fund Activity	<u>(94,631)</u>	<u>(1,110,433)</u>	<u>(109,911)</u>	

Nevada County Consolidated Fire District
AB 1600 Mitigation Fund 733
March 2021

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenues				
4000 · Taxes & Assessments				
4160 · AB 1600 Mitigation Fees	1,577	154,631	120,000	129%
Total 4000 · Taxes & Assessments	<u>1,577</u>	<u>154,631</u>	<u>120,000</u>	<u>129%</u>
4800 · Other Revenue				
4820 · Interest & Finance Charges	510	1,248		100%
Total 4800 · Other Revenue	<u>510</u>	<u>1,248</u>		<u>100%</u>
Total Revenues	<u>2,087</u>	<u>155,879</u>	<u>120,000</u>	<u>130%</u>
Expense				
6500 · Facility & Equipment Related				
6900 · Capital Expenditures				
6911 · Stations		27,085	27,085	100%
6921 · Apparatus & Equipment	18,968	117,964	116,931	101%
Total 6900 · Capital Expenditures	<u>18,968</u>	<u>145,049</u>	<u>144,016</u>	<u>101%</u>
Total 6500 · Facility & Equipment Related	<u>18,968</u>	<u>145,049</u>	<u>144,016</u>	<u>101%</u>
Total Expense	<u>18,968</u>	<u>145,049</u>	<u>144,016</u>	<u>101%</u>
Net Fund Activity	<u>(16,881)</u>	<u>10,830</u>	<u>(24,016)</u>	

Nevada County Consolidated Fire District
Special Tax Fund 734
March 2021

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenues				
4000 · Taxes & Assessments				
4150 · Special Tax of 2012	1,113	538,314	988,182	54%
Total 4000 · Taxes & Assessments	<u>1,113</u>	<u>538,314</u>	<u>988,182</u>	<u>54%</u>
4800 · Other Revenue				
4820 · Interest & Finance Charges	1,254	1,663	1,897	88%
Total 4800 · Other Revenue	<u>1,254</u>	<u>1,663</u>	<u>1,897</u>	<u>88%</u>
Total Revenues	<u>2,367</u>	<u>539,977</u>	<u>990,079</u>	<u>55%</u>
Expense				
7500 · General & Admin Related				
7600 · Special District				
7631 · Nevada County Fees		8,424	9,018	93%
Total 7600 · Special District		<u>8,424</u>	<u>9,018</u>	<u>93%</u>
Total 7500 · General & Admin Related		<u>8,424</u>	<u>9,018</u>	<u>93%</u>
Total Expense		<u>8,424</u>	<u>9,018</u>	<u>93%</u>
Fund over / <under>	<u>2,367</u>	<u>531,553</u>	<u>981,061</u>	<u>54%</u>
Other Expense				
8700 · Transfers Out				
8722 · Transfer to 722		575,000	981,575	59%
Total 8700 · Transfers Out		<u>575,000</u>	<u>981,575</u>	<u>59%</u>
Total Other Expense		<u>575,000</u>	<u>981,575</u>	<u>59%</u>
Net Fund Activity	<u>2,367</u>	<u>(43,447)</u>	<u>(514)</u>	

Nevada County Consolidated Fire District
Capital Fund 758
March 2021

	<u>Mar 21</u>	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>% of Budget</u>
Revenues				
4800 · Other Revenue				
4820 · Interest & Finance Charges	2,035	6,274		100%
4850 · Sale Surplus Equipment		25,000		
4855 · Sale of Real Property			40,000	
Total 4800 · Other Revenue	<u>2,035</u>	<u>31,274</u>	<u>40,000</u>	<u>78%</u>
Total Revenues	<u>2,035</u>	<u>31,274</u>	<u>40,000</u>	<u>78%</u>
Expense				
6500 · Facility & Equipment Related				
6750 · Apparatus Equipment				
6776 · Mobile Communications		432		
6781 · Technical Rescue Equip		3,632		
Total 6750 · Apparatus Equipment		<u>4,064</u>		
6900 · Capital Expenditures				
6911 · Stations		1,050		
6921 · Apparatus & Equipment	7,065	53,882	35,000	154%
6931 · Vehicles		(441)	66,884	(1%)
Total 6900 · Capital Expenditures	<u>7,065</u>	<u>54,491</u>	<u>101,884</u>	<u>53%</u>
Total 6500 · Facility & Equipment Related	<u>7,065</u>	<u>58,555</u>	<u>101,884</u>	<u>57%</u>
7000 · Vehicle Related				
7010 · Maintenance				
7011 · Accessories		722		
Total 7010 · Maintenance		<u>722</u>		
Total 7000 · Vehicle Related		<u>722</u>		
7500 · General & Admin Related				
7501 · Office Expense				
7521 · Postage & Delivery		106		
Total 7501 · Office Expense		<u>106</u>		
7550 · Professional Services				
7566 · Legal Expense	1,500	1,500		
Total 7550 · Professional Services	<u>1,500</u>	<u>1,500</u>		
Total 7500 · General & Admin Related	<u>1,500</u>	<u>1,606</u>		
Total Expense	<u>8,565</u>	<u>60,883</u>	<u>101,884</u>	<u>60%</u>
Net Fund Activity	<u>(6,530)</u>	<u>(29,609)</u>	<u>(61,884)</u>	

Nevada County Consolidated Fire District
Check History Report
March 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Fund 722			
03/01/2021	939246	A TO Z SUPPLY	13.07
03/01/2021	231302	Adecco Employment Services	853.09
03/01/2021	231331	AFLAC	982.00
03/01/2021	231294	B&C ACE HOME & GARDEN CENTER	4.33
03/01/2021	939283	BANNER COMMUNICATIONS	2,018.10
03/01/2021	231299	BLUE SHIELD OF CALIFORNIA	28,767.15
03/01/2021	939236	CAPITOL CLUTCH AND BRAKE, INC.	133.61
03/01/2021	231322	CRAIG JOHNSON PLUMBING	500.00
03/01/2021	939241	ECONOMY PEST CONTROL	291.00
03/01/2021	231301	FDAC Employee Benefits Authority	1,365.95
03/01/2021	939282	KAISER FOUNDATION HEALTH PLAN	18,744.15
03/01/2021	939250	MISSION LINEN SUPPLY, INC.	68.00
03/01/2021	939254	RIVERVIEW INTERNATIONAL TRUCKS	92.59
03/01/2021	939237	SPECIAL DIST RISK MGMT AUTH.	4,165.18
03/01/2021	231347	STANDARD INSURANCE COMPANY	928.00
03/04/2021	231354	B&C ACE HOME & GARDEN CENTER	49.89
03/04/2021	939349	BURTON'S FIRE APPARATUS	290.84
03/04/2021	939374	CORDICO PSYCHOLOGICAL CORP	400.00
03/04/2021	939325	ECONOMY PEST CONTROL	130.00
03/04/2021	231384	LIEBERT CASSIDY WHITMORE	396.00
03/04/2021	939337	MISSION LINEN SUPPLY, INC.	58.48
03/04/2021	231371	NETWORK DESIGN ASSOCIATES	337.50
03/04/2021	231391	SUBURBAN PROPANE	465.94
03/04/2021	939346	WALKER'S OFFICE SUPPLY	375.08
03/08/2021	231489	ALLSTAR FIRE EQUIPMENT, INC.	7,082.35
03/08/2021	231552	GAETKE MEDICAL CORPORATION	1,006.41
03/08/2021	231488	NEVADA CITY, CITY OF	251.78
03/08/2021	231521	NEVADA COUNTY FIRE AGENCY	8,308.02
03/08/2021	231558	PORAC	111.00
03/08/2021	231559	PORAC - LEGAL DEFENSE FUND	126.00
03/08/2021	939859	PURCHASE POWER	50.00
03/08/2021	231512	RIEBES AUTO PARTS	959.66
03/08/2021	939871	ROBINSON ENTERPRISES, INC.	358.21
03/08/2021	231515	SIERRA METAL FABRICATORS, INC.	18.52
03/08/2021	939854	SPECIAL DIST RISK MGMT AUTH.	497.70
03/08/2021	231517	SUBURBAN PROPANE	501.12
03/11/2021	231757	AT&T CALNET 3	424.18
03/11/2021	939890	ECONOMY PEST CONTROL	97.00
03/11/2021	231673	ENGINEERED FIRE SYSTEMS, INC.	250.00
03/11/2021	231686	GRASS VALLEY FIRE DEPARTMENT	4,967.55
03/11/2021	939925	HUNT & SONS, INC.	2,140.64
03/11/2021	231660	L.N. CURTIS & SONS	1,764.78
03/11/2021	231683	NID	89.23
03/11/2021	939914	WALKER'S OFFICE SUPPLY	21.29
03/11/2021	231665	WASTE MANAGEMENT OF NEV. CO.	41.78
03/11/2021	940023	Western Fire Supply	1,346.26
03/11/2021	231645	HSA BANK, DIV. OF WEBSTER BANK	258.26
03/11/2021	231646	CalPERS 457 Plan (Def. Comp)	1,325.00
03/11/2021	939897	NCCFD - EFTPS (Fed & State Taxes)	23,060.13
03/11/2021	939905	NEVADA COUNTY PROF FF ASSN	1,050.00
03/11/2021	939912	NATIONWIDE RETIREMENT SOLUTIONS	5,257.73
03/11/2021	910013	CalPERS (Retirement)	34,453.28
03/12/2021	GJ 523	Net Pay - pay period ending 3/6/2021	94,800.59
03/15/2021	940036	A TO Z SUPPLY	25.11
03/15/2021	231810	Adecco Employment Services	899.40
03/15/2021	231836	ADVANTAGE GEAR, INC.	269.67
03/15/2021	231824	CITY OF GRASS VALLEY (vendor)	1,250.00
03/15/2021	231818	LIFE ASSIST INC.	1,503.95
03/15/2021	940043	MISSION LINEN SUPPLY, INC.	68.00
03/15/2021	940073	MOTOR ELECTRIC SERVICE CO.	431.49

Date	Num	Name	Amount
03/15/2021	231880	SAC ICE, LLC	4,247.27
03/15/2021	231825	SIERRA METAL FABRICATORS, INC.	75.92
03/15/2021	231809	WASTE MANAGEMENT OF NEV. CO.	198.19
03/15/2021	231784	CalCARD (US BANK)	18,114.19
03/18/2021	940124	HILLS FLAT LUMBER COMPANY	87.81
03/18/2021	231909	NID	142.02
03/18/2021	231961	THE UPS STORE/DJE CONSULTANTS	24.50
03/18/2021	232157	NETWORK DESIGN ASSOCIATES	41.50
03/22/2021	232003	NETWORK DESIGN ASSOCIATES	270.00
03/22/2021	232022	GRASS VALLEY FIRE DEPARTMENT	295.00
03/22/2021	232002	Adecco Employment Services	891.91
03/22/2021	232030	ARCH'S AUTOMOTIVE SERVICE	56.75
03/22/2021	232046	AT&T CALNET 3	24.49
03/22/2021	232060	Titan Shred	35.00
03/22/2021	V940178	BUCKMASTER OFFICE SOLUTIONS	79.53
03/22/2021	V940186	MISSION LINEN SUPPLY, INC.	58.48
03/22/2021	231988	SAC SIERRA REGIONAL ARSON TASK	100.00
03/22/2021	231987	CSFA	150.00
03/22/2021	940191	RIVERVIEW INTERNATIONAL TRUCKS	146.43
03/22/2021	232386	FDAC Employee Benefits Authority	1,465.05
03/25/2021	232128	whybuynewautos.com	32,286.63
03/25/2021	232245	AT&T CALNET 3	49.61
03/25/2021	940292	BURTON'S FIRE APPARATUS	30.82
03/25/2021	940326	ROBINSON ENTERPRISES, INC.	755.76
03/25/2021	232195	SCOTT'S PPE RECON, INC.	249.95
03/25/2021	940283	WALKER'S OFFICE SUPPLY	93.28
03/25/2021	232159	ADVANCE MARKING SYSTEMS	122.44
03/25/2021	232199	ASBURY ENVIRONMENTAL SERVICES	160.00
03/25/2021	232201	BEST BEST & KRIEGER	98.80
03/25/2021	232148	L.N. CURTIS & SONS	2,286.66
03/25/2021	940249	ECONOMY PEST CONTROL	194.00
03/26/2021	940255	NCCFD - EFTPS (Fed & State Taxes)	23,474.21
03/26/2021	940268	NEVADA COUNTY PROF FF ASSN	1,085.00
03/26/2021	940277	NATIONWIDE RETIREMENT SOLUTIONS	5,328.86
03/26/2021	232126	HSA BANK, DIV. OF WEBSTER BANK	258.26
03/26/2021	232127	CalPERS 457 Plan (Def. Comp)	1,325.00
03/26/2021	910048	CalPERS (Retirement)	34,795.32
03/26/2021	GJ 526	Net Pay - pay period ending 3/20/2021	98,477.70
03/26/2021	940390	A TO Z SUPPLY	23.65
03/26/2021	940416	BURTON'S FIRE APPARATUS	3,630.00
03/26/2021	940386	ECONOMY PEST CONTROL	97.00
03/26/2021	232309	LIFE ASSIST INC.	258.60
03/26/2021	232345	MEM ELECTRICAL INC	2,948.00
03/26/2021	940394	MISSION LINEN SUPPLY, INC.	68.00
03/26/2021	232299	NETWORK DESIGN ASSOCIATES	1,080.00
03/26/2021	232319	TRIPP'S AUTO BODY & PAINT SHOP, I	4,787.99
03/26/2021	940409	WALKER'S OFFICE SUPPLY	60.52
			497,026.14
Fund 733			
03/18/2021	231985	Placerville Polaris	26,032.56
03/18/2021	GJ 528	Placerville Polaris	-7,065.00
			18,967.56
Fund 758			
03/04/2021	231423	McMurchie Law	1,500.00
03/18/2021	GJ 528	Placerville Polaris	7,065.00
			8,565.00

Nevada County Consolidated Fire District
Credit Card History
March, 2021

Num	Name	Amount
Greene	SNAP-ON INDUSTRIAL	102.93
Greene	SAC ICE, LLC	621.71
Greene	Jordans Truck Equipment	212.20
Greene	DISH NETWORK	75.61
Greene	CA Fire Mechanics	770.00
Long	AMAZON MARKETPLACE	133.29
Long	AMAZON MARKETPLACE	148.12
Long	AMAZON MARKETPLACE	36.43
Long	MICROSOFT OFFICE	890.00
Long	CDW GOVERNMENT INC	53.48
Long	AMAZON MARKETPLACE	234.30
Long	FIRE AND RESCUE TRAINING	325.00
Mason	CA FIRE PREVENTION INSTITUTE	49.00
Mason	AMAZON MARKETPLACE	178.80
Mason	Behavioral Analysis Training	481.00
Tellam	ELITE COMMAND TRAINING	435.00
Benton	Emergency Medical Service	225.00
Ross	Western Fire Supply	434.26
Ross	TRACTOR SUPPLY CO	202.88
McKinley	Sacramento Exercise	847.35
Witter	Mattress Firm Inc	1,087.95
Davison	AMAZON MARKETPLACE	87.87
Davison	USPS	7.70
Davison	AMAZON MARKETPLACE	31.16
Weathers	Costco - Air Fryer	160.42
Weathers	AMAZON MARKETPLACE	38.69
Weathers	AMAZON MARKETPLACE	42.99
Coombe	SIERRA-SACRAMENTO VALLEY EMS	68.00
Wilson	Fire Instruction	425.00
Wilson	Best Western	313.98
Fin Mgr	SMARTER BROADBAND	40.00
Fin Mgr	SMARTER BROADBAND	40.00
Fin Mgr	COMCAST	346.17
Fin Mgr	COMCAST	131.96
Fin Mgr	COMCAST	142.64
Fin Mgr	AT&T (Carol Stream)	41.69
Fin Mgr	AT&T Long Distance	50.21
Fin Mgr	ELITE COMMAND TRAINING	435.00
Fin Mgr	SUDDENLINK (CEQUEL)	23.99
Fin Mgr	SUDDENLINK (CEQUEL)	138.45
Fin Mgr	VERIZON WIRELESS	1,107.22
Margherita	NorCal Kenworth	320.54
Margherita	Black Bart Industries	23.94
Margherita	Rocklin Windustrial	71.27
Margherita	CFMA	770.00
Margherita	Black Bart Industries	59.50
Turner	AMAZON MARKETPLACE	157.79
Turner	AMAZON MARKETPLACE	21.66
Turner	CA Narcotics Officers Assoc	100.00
Funk	STAPLES	37.96
Funk	Fire and Rescue Training	325.00
Funk	Nevada County CDA	477.20
Sullivan	American Heart ShopCPR	236.22
Sullivan	Lamppost Pizza	405.86
Johnsen	CA Conference of Arson Investigation	350.00
03.08.2021	CalCARD (US BANK)	-18,114.19
stmt 3.2.21	PACIFIC GAS & ELECTRIC CO.	3,637.97
FIN MGR	COMCAST	330.97
FIN MGR	AT&T (Carol Stream)	40.53

<u>Num</u>	<u>Name</u>	<u>Amount</u>
FIN MGR	INTUIT QUICKBOOKS	579.95
FIN MGR	COMCAST	131.96
FIN MGR	LIEBERT CASSIDY WHITMORE	75.00
FIN MGR	SMARTER BROADBAND	40.00
FIN MGR	SUDDENLINK (CEQUEL)	26.29
FIN MGR	SUDDENLINK (CEQUEL)	143.45
FIN MGR	COMCAST	142.64
FIN MGR	LIEBERT CASSIDY WHITMORE	150.00
FIN MGR	VERIZON WIRELESS	3.81
		<u>1,762.77</u>
TOTAL		<u><u>1,762.77</u></u>



Nevada County Consolidated Fire District

Resolution 21-07

Budget Amendment FY 2020-21

WHEREAS, the Nevada County Consolidated Fire District adopted Resolution R20-28 which adopted the final budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021, in accordance with the requirements of the California Government Code §13895; and

WHEREAS, the Nevada County Consolidated Fire District wishes to amend the fiscal year 2020/2021 budget; and

WHEREAS, activities occurring during the fiscal year have necessitated deviations from the final budget approved by the Board of Directors via Resolution 20-28, and

WHEREAS, such expenditures have been approved by the Board of Directors in prior board meeting, or such expenditures are within authorized spending limits established by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED the Amended Budget for Fiscal Year 2020-21 be adopted by the Board of Directors.

PASSED AND ADOPTED by the Board of Directors as Resolution of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 15th day of April, 2021 by the following roll call:

Ayes:
Noes:
Absent:
Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Nicole Long, Secretary of the Board

Nevada County Consolidated Fire District
 ~Operating Fund 722 Budget Recap~

	Fiscal Year 2020-21		
	Amended Budget	Final Budget	Through 31-Mar
Revenues			
Taxes & Assessments	6,814,359	6,814,359	57%
Reimbursements	228,460	239,460	186%
Other Revenue	82,221	82,221	70%
Revenue Total	7,125,040	7,136,040	61%
Operating Expenditures			
Wages & Benefits			
Wages	3,839,057	3,839,057	76%
Taxes	61,930	61,930	74%
Benefits	1,987,950	1,987,950	78%
Wages & Benefits Total	5,888,937	5,888,937	77%
Personnel Related	154,683	199,142	43%
Facility & Equipment	503,093	460,073	62%
Vehicle Related	175,377	181,630	71%
Gen & Admin	487,382	516,166	62%
Total Operating Expenditures	7,209,472	7,245,948	74%
Fund 722 Over / <under>	(84,432)	(109,908)	
Seasonal program funded from prior yr	-		
Fund 722 adjusted Over / <under>	(84,432)		
Beginning Cash Balance	1,510,497	1,510,497	
Revenues	7,125,040	7,136,040	
Available Cash	8,635,536	8,646,537	
Expenditures	(7,209,472)	(7,245,948)	
Transfer Out Capital Expenditures (758)	(125,000)	(75,000)	
Transfer Out Contingency Fund (723)	(76,589)	(83,276)	
Ending Cash Balance	1,224,476	1,242,313	
Contingency Fund (723)			
Beginning Cash Balance	1,245,148	1,245,148	
Transfer In Operating Funds (722)	76,589	83,276	
Ending Cash Balance	1,321,737	1,328,424	

Budget Summary for:
~Operating Fund 722~

	Fiscal Year 2020-21		
	Amended Budget	Final Budget	Through 31-Mar
Revenues			
<u>Taxes & Assessments</u>			
4010 Current Secured (Tax)	3,226,494	3,226,494	55%
4011 Prior Secured (Tax)	-	0	
4020 Current Unsecured (Tax)	50,459	50,459	99%
4030 Prior Unsecured (Tax)	1,390	1,390	98%
4040 Supplemental Secured (Tax)	39,205	39,205	75%
4050 Supplemental Unsecured (Tax)	1,315	1,315	
4060 Suppl Prior Unsecured (Tax)	169	169	
4110 Special Assessment	2,073,062	2,073,062	55%
4150 Special Tax - 2012	981,062	981,062	59%
4230 State - Homeowners (Tax)	25,334	25,334	54%
4240 State Aid - Prop 172	415,869	415,869	69%
4290 Other	-	0	
	6,814,359	6,814,359	57%
<u>Reimbursements</u>			
4510 Fire Reimbursement (net)	150,000	150,000	257%
4520 Prior Year Fire Reimbursement	-	0	
4540 Vehicle Repairs (Non-Tax)	5,000	5,000	130%
4550 Cost Recovery (Non-Tax)	7,500	18,500	28%
4690 Reimbursement - Other	65,960	65,960	72%
Subtotal	228,460	239,460	186%
<u>Other Revenue</u>			
4810 Inspections/Permits (Prevention)	12,000	12,000	48%
4812 Plan Review (Prevention)	10,000	10,000	102%
4820 Interest (Non-Tax)	31,481	31,481	53%
4830 Rentals (Non-Tax)	28,740	28,740	80%
4860 Prior Year Revenue (Non-Tax)	-	0	0%
4870 Other Revenue (Non-Tax)	-	0	
Subtotal	82,221	82,221	70%
Revenue Total	7,125,040	7,136,040	61%

Includes DSI

**Budget Summary for:
~Operating Fund 722~**

Fiscal Year 2020-21

	Amended Budget	Final Budget	Through 31-Mar
<u>Wages & Benefits</u>			
<u>Wages (staffing level)</u>			
5111 Chief / Deputy Chief (2)	353,362	353,362	78%
5113 Battalion Chief (2)	225,361	225,361	77%
5114 Prevention(2)	207,881	207,881	77%
5121 Captains (9)	844,810	844,810	77%
5122 Lieutenants (6)	471,207	471,207	74%
5123 Firefighter (12)	763,117	763,117	72%
5131 Suppl/Seasonal/Apprentic FF	-	-	
5132 PCF Program	600	600	0%
5141 Clerical(3)	226,807	226,807	67%
5145 Fire Mechanic (2)	125,510	125,510	74%
5151 Overtime	402,730	402,730	84%
5153 Additional Overtime Staffing	41,225	41,225	53%
5161 Strike Team	-	0	0%
5165 Strike Team Backfill	-	0	0%
5171 Holiday Stipend	75,196	75,196	94%
5173 Vacation Sell Back	96,751	96,751	61%
5185 Directors	4,500	4,500	60%
Subtotal	3,839,057	3,839,057	76%
<u>Taxes</u>			
5511 Medicare: Employer Tax	55,921	55,921	71%
5512 FICA: Employer Tax	316	316	185%
5521 SUI: Employer Tax	5,693	5,693	90%
Subtotal	61,930	61,930	74%
<u>Benefits</u>			
5711 CalPERS (retirement)	1,009,523	1,009,523	83%
5731 Health Insurance	772,464	772,464	65%
5735 Life Insurance	15,000	15,000	77%
5751 Workers Comp Insurance	190,964	190,964	100%
Subtotal	1,987,950	1,987,950	78%
Wages & Benefits Total	5,888,937	5,888,937	77%
% of Revenue	82.7%	82.5%	
Adjusted for annual reserve	84.1%	84.0%	

Classic
Safety 21.75%, Misc 15.45%
PEPRA
Safety 13.04%, Misc 7.73%
UAL \$357k

← **Budget at MOU specified Cap. Actual est
\$100k under.**

Budget Summary for:
~Operating Fund 722~

	Fiscal Year 2020-21		
	Amended Budget	Final Budget	Through 31-Mar
Personnel Related			
<u>Clothing/PPE</u>			
6011 Uniforms	13,005	13,005	25%
6021 Personal Protective Equipment (PPE)	35,000	35,000	25%
6031 Safety & PPE Stipend	33,060	33,060	89%
Subtotal	81,065	81,065	51%
<u>Food / Meals</u>			
6111 Meals - Administration	300	300	184%
6113 Meals - Fire	500	500	207%
6114 Meals - Interns	4,000	35,959	11%
Subtotal	4,800	36,759	15%
<u>Training / Fitness</u>			
6211 Wellness	30,818	30,818	60%
6213 Fitness	8,500	8,500	65%
6221 Tuition/Licenses	13,500	20,500	43%
6232 Travel	6,500	8,500	23%
6241 Training Materials	2,000	2,000	75%
6246 Public Safety Training Center	1,000	1,000	67%
6251 Education Incentive Program	-	0	
6261 Mandatory Licenses	2,500	2,500	52%
6271 Admin Training	4,000	7,500	11%
Subtotal	68,818	81,318	48%
Personnel Related Total	154,683	199,142	43%

Zero interns in 3rd & 4th qtrs.

**Budget Summary for:
~Operating Fund 722~**

	Fiscal Year 2020-21		
	Amended Budget	Final Budget	Through 31-Mar
<u>Facility & Equipment</u>			
<u>Communication</u>			
6511 Telephones	16,280	20,280	60%
6521 Cellular Phones	10,000	9,000	84%
Subtotal	26,280	29,280	68%
<u>Station</u>			
6551 Supplies & Services	17,400	13,380	96%
Subtotal	17,400	13,380	96%
<u>Insurance</u>			
6611 Liability & Umbrella	15,052	15,052	100%
6621 Property	17,322	17,322	106%
Subtotal	32,374	32,374	103%
<u>Facility Maintenance</u>			
6681 Facility Maintenance & Imp	170,000	170,000	37%
Subtotal	170,000	170,000	37%
<u>Medical Supplies</u>			
6716 EMS Supplies (emergency medical service)	25,000	20,000	96%
Subtotal	25,000	20,000	96%
<u>Apparatus Equipment</u>			
6751 Hose	16,000	16,000	75%
6756 Ladder	1,500	1,500	0%
6761 Suppression Equip/Small Tools	7,500	7,500	32%
6766 Power Tools	6,800	6,800	0%
6771 Pumps	4,350	4,350	83%
6776 Mobile Communication	4,800	4,800	60%
6781 Technical Rescue Equipment	10,000	10,000	65%
6786 SCBA'S (self contained breathing apparatus)	8,381	8,381	13%
6791 Small Tools	3,100	3,100	110%
6796 Drone	3,168	3,168	0%
Subtotal	65,599	65,599	51%

**Includes new deck at station 84. May
forward to fiscal year 21/22**

**Budget Summary for:
~Operating Fund 722~**

	Fiscal Year 2020-21		
	Amended Budget	Final Budget	Through 31-Mar
<u>Utilities</u>			
6811 Alarm	1,360	1,360	73%
6821 Electricity / Gas	41,143	41,143	81%
6831 Propane	13,136	13,136	49%
6841 Trash	3,600	3,600	59%
6851 Water / Sewer	8,549	8,549	80%
Subtotal	67,788	67,788	73%
<u>Capital Expenditures</u>			
6911 Station	-	-	
6921 Equipment	37,103	37,103	51%
6931 Vehicle	37,000	0	
6941 Admin	24,550	24,550	
6951 Other	-	0	
Subtotal	98,653	61,653	86%
Facility & Equipment Total	503,093	460,073	62%
<u>Vehicle Related</u>			
<u>Insurance</u>			
7001 Vehicle Insurance	9,557	8,557	99%
Subtotal	9,557	8,557	99%
<u>Maintenance</u>			
7048 All categories	110,820	105,820	81%
Subtotal	110,820	105,820	81%
<u>Fuel</u>			
7051 Fuel	55,000	67,253	52%
Subtotal	55,000	67,253	52%
Vehicle Related Total	175,377	181,630	71%

F250 & build up

F250 & Polaris UTV

Budget Summary for:
~Operating Fund 722~

Fiscal Year 2020-21

	Amended Budget	Final Budget	Through 31-Mar
Gen & Admin			
<u>Office Expense</u>			
7502 Administration	5,200	5,200	49%
7506 Board	1,200	1,200	7%
7508 Computers	74,850	74,850	51%
7509 Copier	1,500	1,500	47%
7511 Memberships	15,125	15,125	97%
7516 Mileage Reimbursement	-	-	0%
7521 Postage & Delivery	1,800	1,800	55%
7531 Other	-	-	
Subtotal	99,675	99,675	57%
<u>Professional Services</u>			
7551 Accounting	16,400	16,400	75%
7556 Computer	10,080	10,080	61%
7561 Consultants	8,000	8,000	88%
7563 Hiring	8,250	8,250	23%
7566 Legal	73,115	73,115	53%
7571 Medical Director	3,600	3,600	46%
Subtotal	119,445	119,445	57%
<u>Publications</u>			
7591 Legal Notices	600	600	88%
7596 Marketing/Advertising	500	500	0%
Subtotal	1,100	1,100	48%
<u>Special District</u>			
7611 Election	30,000	30,000	
7621 LAFCo Budget Share	6,745	6,745	94%
7631 Nevada County Fees	74,838	74,838	109%
7641 Other	-	-	
Subtotal	111,583	111,583	108%

**Budget Summary for:
~Operating Fund 722~**

	Fiscal Year 2020-21			
	Amended Budget	Final Budget	Through 31-Mar	
<u>Prevention</u>				
7651 Code purchases	1,900	1,500	109%	
7653 Investigation supplies	4,300	4,300	71%	
7657 Inspection supplies	1,500	1,500	14%	
7661 Professional Svcs/Plan checks	2,500	2,500	62%	
7663 Public Education supplies	500	4,000	1%	None due to pandemic
7665 Subscriptions/Memberships	3,000	3,000	40%	
7667 Training	5,000	5,000	43%	
7669 Other	3,500	3,500	26%	
Subtotal	22,200	25,300	43%	
<u>JPA</u>				
7831 Dispatch Charges	120,000	150,000	32%	
7841 JPA Expense Allocation	13,380	9,064	139%	
Subtotal	133,380	159,064	38%	
Gen & Admin Total	487,382	516,166	62%	
Total Operating Expenditures	7,209,472	7,245,948	74%	
	-	-		
Fund 722 Over / <under>	(84,432)	(109,908)		

Budget Summary for:

~Mitigation Fee Fund 733~

Fiscal Year 2020-2021

	Amended Budget	Final Budget	Through 31-Mar
Revenues			
4160 Mitigation Fees	160,000	120,000	129%
4820 Interest	-		0%
Revenue Total	160,000	120,000	129%
Expenses			
6911 Structure & Improvements	27,085	27,085	100%
6921 Equipment	119,931	116,931	101% Polaris accessories
7561 Consultants	-		
Expense Total	147,016	144,016	100%
Fund 733 Over / <under>	12,984	(24,016)	
Beginning Cash	55,188	55,188	
Fund 733 Over / <under>	12,984	(24,016)	
Ending Cash	68,172	31,172	

Detail

<u>Acct Description</u>	<u>Amount</u>	<u>Amount</u>
6911 West America	27,085	27,085
6921 PNC Engine 86	98,996	98,996
4x4 Off Road Vehicle	20,935	17,935
	<u>119,931</u>	<u>116,931</u>

Budget Summary for:
~Special Tax Fund 734~

Fiscal Year 2020-21

	Final Budget	Preliminary Budget	Through 31-Mar
Revenues			
4150 Special Tax 2012	988,182	991,257	54%
4820 Interest	1,897	1,897	22%
Revenue Total	990,079	993,154	54%
Expenses			
7631 Special District Fees	9,018	9,018	93%
Expense Total	9,018	9,018	97%
Fund 734 Over / <under>	981,062	984,136	
Beginning Cash	49,817	45,512	
Fund 734 Over / <under>	981,062	984,136	
Transfer Out	(985,879)	(984,649)	
Ending Cash	45,000	44,999	

Budget Summary for:

~Capital Expenditure Fund 758~

Fiscal Year 2020-21

	Amended Budget	Final Budget	Through 31-Mar
--	---------------------------	-------------------------	---------------------------

Revenues

4820 Interest			
4830 Equipment Rental			
4850 Sale of Surplus Property	25,000	40,000	
Revenue Total	25,000	40,000	63%

Expenses

6911 Station	0	0	
6921 Equipment	35,000	35,000	
6931 Vehicles	70,884	66,884	Utility Trailer
7561 Consultants	0	0	
Expense Total	105,884	101,884	51%

Fund 758 Over / <under>	(80,884)	(61,884)	
--------------------------------------	-----------------	-----------------	--

Beginning Cash	469,556	469,556	
Transfer in from 722	125,000	75,000	
Fund 758 Over / <under>	(80,884)	(61,884)	
Ending Cash	513,672	482,672	

Detail

<u>Acct</u>	<u>Amount</u>	<u>Amount</u>
6921 Helicopter Rescue Tech	10,000	10,000
Misc	25,000	25,000
	<u>35,000</u>	<u>35,000</u>
6931 Rescue Vehicle	59,819	59,819
4x4 Off Road Vehicle	11,065	7,065
	<u>70,884</u>	<u>66,884</u>
	<u>105,884</u>	<u>101,884</u>

Budget Summary for:
~All Fund Summary~

	722 Operating	723 Contingency	733 AB1600	734 Spec Tax	758 Capital	Total
Beginning Balance	1,510,497	1,245,148	55,188	49,817	469,556	3,330,205
Receipts	6,143,978		160,000	990,079	25,000	7,319,057
Special Tax	981,062			(985,879)		(4,817)
Expenditures	(7,209,472)		(147,016)	(9,018)	(105,884)	(7,471,390)
Change for Fiscal Year	(84,432)	-	12,984	(4,817)	(80,884)	(157,149)
Transfers						
Contingency	(76,589)	76,589				-
Equipment Fund	(125,000)				125,000	-
Ending Balance	1,224,476	1,321,737	68,172	45,000	513,672	3,173,056



Nevada County Consolidated Fire District

640 Coyote Street, Nevada City, CA 95959

(530) 265-4431 FAX (530) 265-4438

nccfire@nccfire.com • www.nccfire.com

To: Nevada County Consolidated Fire District Board of Directors
From: Jim Turner, Fire Chief
Date: April 7, 2021
Re: Cell Phone Tower Contractual Agreements and Lease

Background:

On September 15th, 2004 the District entered into a contractual agreement with AT&T to utilize an area of property located at Station 88 (14400 Golden Star Rd.) to construct a cellular communication tower. The original agreement included the payment of \$520.00 per month to the District from AT&T. Over the past several years we have renegotiated the contract to include a lease agreement with Verizon. Currently the District receives \$14,400.00 per year from AT&T and \$11,100.00 per year from Verizon.

Several months ago, the District was contacted by Aloha Towers, LLC. Aloha Towers, LLC is a third-party corporation hired on behalf of cellular communication companies to facilitate the buyout or to negotiate a long-term lease agreement of existing cellular infrastructure.

District staff under the direction of our legal counsel have been working closely throughout this process to negotiate a fair and equitable contract with Aloha Towers. After months of discussion and counter offers, we have reached an acceptable agreement according to our legal counsel. Aloha Towers has offered a one-time payment of \$520,000.00 for a 41-year lease and easement of the cellular tower on behalf of AT&T and Verizon. The specifics of the of their proposal are listed within the attached contractual agreements.

Recommendation:

The Board of Directors approve by resolution, Chief Jim Turner be given signature authority to enter into the attached agreements with Aloha Towers, LLC. Authorizing the long-term agreements of the cellular communications tower located at Nevada County Consolidated Station 88 (14400 Golden Star Rd.).

Fiscal Implications:

Staff recommends that the proceeds from this agreement be allocated to the remodeling of Nevada County Consolidated Station 86 located at 12337 Banner Lava Cap Rd.



Nevada County Consolidated Fire District

Resolution 21-08

Cell phone tower contractual agreement and land lease with Aloha Towers, LLC for a portion of property located at 14400 Golden Star Road, Grass Valley, CA 95949

WHEREAS, the Board of Directors of the Nevada County Consolidated Fire District, (NCCFD), and Aloha Towers, LLC desire to modify an existing contractual agreement and land lease of a portion of District-owned property located at 14400 Golden Star Road, Grass Valley, CA 95949, APN 023-610-41-000 (Station 88); and,

WHEREAS, the Board of Directors entered into an agreement with Aloha Towers, LLC on behalf of Verizon Wireless and AT&T for the cellular communication tower located at Fire Station 88; and

WHEREAS, Aloha Towers, LLC., and NCCFD have come to an agreement for a one-time payment of \$520,000.00 for a 41-year land lease and easement of the cellular tower on behalf of AT&T and Verizon

NOW, THEREFORE, BE IT RESOLVED by the Nevada County Consolidated Fire District Board of Directors hereby authorizes, Fire Chief James Turner, to enter into purchase and sale agreement (exhibit a) and the facility easement agreement (exhibit b) and sign all documents between Nevada County Consolidated Fire District and Aloha Towers for 14400 Golden Star Road, Grass Valley, CA 95949, APN 023-610-41-000.

PASSED AND ADOPTED by the Board of Directors as Resolution of the Nevada County Consolidated Fire District at the Regular Board Meeting held on the 15th day of April 2021 by the following roll call:

- Ayes:
- Noes:
- Absent:
- Abstain:

Keith Grueneberg, President of the Board
Nevada County Consolidated Fire District

Attest:

Nicole Long, Secretary to the Board

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____, 2021 (the "Effective Date") between NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, a consolidated fire district ("Seller"), having an address at 640 Coyote Street, Nevada City, California 95959, and ALOHA TOWERS, LLC, a Delaware limited liability company ("Buyer"), having an address at 57 East Washington Street, Chagrin Falls, Ohio 44022.

RECITALS

A. Seller owns real property located in Nevada County, California at 14400 Golden Star Road, Grass Valley (formerly 14518 State Highway 49, Grass Valley, California 95949) ("Seller's Property"), portions of which are used by Buyer and its subtenant, Sacramento Valley Limited Partnership d/b/a Verizon Wireless ("Verizon"), pursuant to Tower-Related Ground Leases (defined below) for the placement of a communications tower and other telecommunications equipment of Buyer and Verizon (the "Tenant Equipment").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the following: (i) an easement on Seller's Property under and around the Tenant Equipment and any necessary access and utilities rights; and (ii) Seller's interest as landlord under the Tower-Related Ground Leases.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Assets.

1.1 Transferred Assets. Seller will, on the Closing Date (defined in Section 6.1), for a purchase price of **\$520,000.00** in immediately available funds (the "Purchase Price"), transfer to Buyer all of Seller's interest in the following assets (the "Transferred Assets"), free and clear of any liens, claims or encumbrances not accepted by Buyer:

(a) Tower-Related Ground Leases. All right, title and interest of Seller in the leases identified on the Rent Roll marked as Schedule 1.1(a) (the "Tower-Related Ground Leases"), including without limitation, all rents and other monies due Seller under the Tower-Related Ground Leases.

(b) Exclusive Telecommunication Rights. The exclusive right to all space in, on, under and over Seller's Property necessary for the placement and maintenance of the existing Tenant Equipment.

1.2 Conveyance Instrument. Seller will convey the Transferred Assets to Buyer pursuant to the Communications Facility Easement Agreement and Assignment of Tower-Related Ground Leases, the form of which is attached as Schedule 1.2 (the "Easement"). The Easement will exist for a period of forty one (41) years and will cover (a) the land granted in the Tower-Related Ground Leases, and (b) the access and utility easements granted under the Tower-Related Ground Leases to be further described in the Easement.

2. Representations and Warranties and Covenants of Seller. Seller represents, warrants and agrees with Buyer as follows:

2.1 Organization; Standing; Power. Seller is duly organized, validly existing and in good standing under the laws of the State of California and has full power to own the Transferred Assets and carry on its business as now conducted.

2.2 Authorization. The board of directors of Seller have approved the execution, delivery, and performance of this Agreement. Seller has full power, authority, and legal right to execute and deliver this Agreement and the other instruments referenced herein and to perform its obligations under this Agreement and the other instruments.

2.3 Tower-Related Ground Leases. Seller represents and warrant to Buyer that (a) the information contained in the Rent Roll marked as Schedule 1.1(a) is accurate; (b) as of the Closing Date, no rents or additional payments due under, or other interest in, the Tower-Related Ground Leases will have been assigned to any party other than Buyer or pledged or encumbered in any way; and (c) Seller has not given notice of any default under the Tower-Related Ground Leases.

2.4 Seller's Conduct Prior to the Closing Date. Seller covenants and agrees with Buyer that between the Effective Date and the Closing Date, Seller:

(a) will permit Buyer and its representatives reasonable access to Seller's Property to conduct due diligence (including a survey) at Buyer's own cost subject to condition contained in Section 10; and

(b) will not sell, transfer, lease, mortgage, pledge, or subject the Tower-Related Ground Leases to a lien, claim, or encumbrance.

2.5 AS-IS" Sale.

(a) The Property is sold "AS-IS." Except as contained in Section 2.3, there are no representations or warranties by Seller or on Seller's behalf whatsoever, either before or after the execution of this Agreement, with respect to Seller's Property, the condition of Seller's Property (including, but not limited to, the environmental or physical condition of Seller's Property), the existence or absence of any permits or restrictions related to the development of Seller's Property, the suitability of Seller's Property for any purpose whatsoever, the cost of developing Seller's Property, the availability of utilities, or any other matter or thing affecting or relating to any of Seller's Property or this Agreement. From and after the date of this Agreement, Seller shall not be required to perform, or bear the cost of, any work with respect to that portion of Seller's Property granted to Buyer in the Easement, or to pay any fees or other costs or expenses arising from or in connection with Buyer's use of Seller's Property and/or its development by Buyer, any and all of which shall be the responsibility of, and borne by, Buyer following the Closing.

3. RELEASE AND INDEMNITY CONCERNING HAZARDOUS SUBSTANCES AND IMPROVEMENT.

3.1 Release of Seller. BUYER HEREBY UNCONDITIONALLY RELEASES SELLER AND SELLER'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATED ENTITIES, REPRESENTATIVES, ADMINISTRATORS, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, BOTH KNOWN OR UNKNOWN, PRESENT OR FUTURE, FOR ANY LOSS, LIABILITY, OBLIGATION, DAMAGE, COST OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH: (I) ANY PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT SELLER'S PROPERTY AND/OR (II) ANY IMPROVEMENTS UPON SELLER'S PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY DEFECT CLAIMS AND/OR LITIGATION. IN CONNECTION WITH THE RELEASE OF SELLER FROM LIABILITY AS SET FORTH IN THIS PARAGRAPH, BUYER HEREBY WAIVES AND RELEASES ANY RIGHT OR BENEFIT WHICH IT HAS OR MAY HAVE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Buyer's initials

3.2 Indemnification of Seller. From and after the Closing, Buyer shall indemnify, defend, protect and hold harmless Seller and Seller's directors, officers, employees, affiliated entities, attorneys, successors and assigns from and against any losses, costs, claims, actions, liabilities, obligations, damages, costs and/or expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or in connection with any spill, release, discharge or placement of Hazardous Substances in, on, or under Seller's Property, or any portion thereof caused by Buyer or Buyer's directors, officers, employees, affiliated entities, contractors or agents. Without limiting the generality of the foregoing, the indemnification set forth in this Paragraph 3.2 shall specifically cover costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions or any cleanup, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental entity or person because of the presence or release of a petroleum product or hazardous substance in the air, soil, surface water, or groundwater caused by Buyer or Buyer's directors, officers, employees, affiliated entities, contractors or agents at Seller's Property (hereinafter the "remedial work"). The performance of any such remedial work shall be by the Buyer, in the name of the Buyer. The Buyer will obtain all necessary licenses, manifests, permits and approvals to perform such work. All remedial work, and the disposal of all waste generated by the remedial work will be performed in accordance with all applicable laws.

4. Representations and Warranties and Covenants of Buyer. Buyer represents, warrants and agrees with Seller as follows:

4.1 Organization; Standing; Power. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Delaware and has full power to carry on its business as now conducted.

4.2 No Legal Violations. Neither the execution and delivery of this Agreement by Buyer, nor the performance by Buyer of its obligations under this Agreement, will (a) result in a violation of any laws applicable to Buyer; (b) conflict with Buyer's certificate of formation or limited liability company agreement; or (c) result in the breach of, or constitute a default under, any agreement or instrument to which Buyer is a party or by which it is bound.

5. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions, unless waived in writing by Buyer:

5.1 Representations and Warranties True on Closing Date. Seller's representations and warranties made in this Agreement and/or in the Easement are true in all material respects as of the Closing Date.

5.2 Compliance with Agreement. Seller has performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

5.3 No Litigation; No Material Adverse Change. No litigation, proceeding, investigation, or inquiry is pending or, to Seller's knowledge, threatened which, if sustained, would enjoin or prevent the consummation of the transactions described in this Agreement (the "Transactions") or would materially and adversely affect Buyer's right to continue the operation of the Transferred Assets as presently conducted.

5.4 Intentionally Omitted.

5.5 Third-Party Consents and Approvals; Estoppel Certificates. Any third-party consents and approvals including a waiver by Verizon of its right of first refusal required for the transfer or continuance of the Easement and of the Tower-Related Ground Leases have been obtained and Buyer will have obtained from Verizon an estoppel certificate.

5.6 Title Policy. Buyer will have received an ALTA Standard policy of title insurance (the "Title Policy"), in a form reasonably acceptable to Buyer, insuring the interest created by the Easement, subject only to the Permitted Encumbrances. All title policy premiums, escrow fees, recordation and transfer costs shall be at Buyer's cost. Any closing costs incurred as a part of this transaction shall be at Buyer's sole cost.

5.7 Due Diligence. Buyer will be reasonably satisfied with the results of its due diligence investigation.

5.8 Easement. Seller will have executed the Easement in the form attached as Schedule 1.2.

6. Conditions to Obligations of Seller. The obligations of Seller under this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions, unless waived in writing by Seller:

6.1 Representations and Warranties True on Closing Date. Buyer's representations and warranties made in this Agreement or in the Easement are true in all material respects as of the Closing Date.

6.2 Compliance with Agreement. Buyer has performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

6.3 Easement. Buyer will have executed the Easement attached as Schedule 1.2.

7. Closing; Closing Date.

7.1 Date and Time. The closing of the Transactions (the "Closing") will take place in escrow with Buyer's title company, TitleVest, 110 East 42nd Street, 10th Floor, New York, New York, 10017, Attention: Joseph Mangus and Deidre Palache, on a mutually satisfactory date and time no later than ten (10) business days following the satisfaction of the conditions of Sections 4 and 5 (the "Closing Date"). If Closing has not occurred within sixty (60) days of the Effective Date, either party may terminate this Agreement in accordance with Section 11.1 of this Agreement.

7.2 Seller's Closing Deliveries. If all of the conditions specified in Sections 4 and 5 have been fulfilled or are waived in writing by Buyer or Seller, as the case may be, on or by the Closing Date, then, on the Closing Date Seller will execute and/or deliver to Buyer the following:

(a) the Easement; and

(b) such documents as the Title Company may reasonably request including, without limitation, owner's affidavits relating to title, an affidavit to the effect that Seller is not a "foreign person" within the meaning of Section 1445(b)(2) of the Internal Revenue Code of 1986 (as amended), those organization documents and resolutions of Seller required for Buyer's title company to issue the Title Policy.

7.3 Buyer's Closing Deliveries. If all of the conditions specified in Sections 4 and 5 have been fulfilled or are waived in writing by Buyer or Seller, as the case may be, on or by the Closing Date, then, on the Closing Date, Buyer will deliver to Seller a signed Easement and the Purchase Price, adjusted in accordance with Sections 8.1 and 8.2.

8. Further Assurances. Seller will, from time to time after the Closing, upon the reasonable request of Buyer, execute and deliver all such further assignments and assurances as may be reasonably required to transfer to and to vest in Buyer all interest of Seller in and to the Transferred Assets.

9. Taxes; Closing Costs; Other Charges; Pro-rations.

9.1 Taxes; Closing Costs; Other Charges. Buyer shall pay all fees for its own due diligence examinations, recording fees and transfer taxes, if any. Whether or not the Transactions are consummated, each of Buyer and Seller will pay, except as otherwise provided herein, its respective expenses, income and other taxes, and costs (including, without limitation, the fees, disbursements, and expenses of its attorneys, accountants, and consultants) incurred by it in negotiating and carrying out the Transactions.

9.2 Prorations. Rents and other payments due under the Tower-Related Ground Leases will be prorated as of the Closing Date with Seller being responsible for and receiving the benefit of such items to the extent that they relate to the period ending prior to the Closing Date and Buyer being responsible for and receiving the benefits of such items to the extent that they relate to periods from and after the Closing Date. Seller and Buyer will come to an agreement on the allocation of any of the foregoing items, and Seller will reimburse Buyer or Buyer will reimburse Seller, as the case may be, the net amount owed through escrow on the Closing Date.

10. Access. Seller hereby consents to entry upon Seller's Property by Buyer and its employees, agents and contractors, after the date of this Agreement until the expiration of the due diligence period in order to conduct such engineering, soils, geological, surveying studies, in connection with Buyer's due diligence. With respect to such entry, investigations, assessments and other tests upon Seller's Property, Buyer shall: (i) keep Seller's Property free and clear of any and all liens and encumbrances; (ii) indemnify, defend, protect and hold Seller and Seller's Property harmless from and against any losses, costs (including actual attorneys' fees and costs), damages, liabilities, liens, encumbrances, actions or expenses arising out of such entry upon, and/or such investigations, assessments and other tests with respect to, Seller's Property; (iii) discharge any lien and/or encumbrance arising out of such entry, investigations, assessments and other tests within three business days of Seller's demand, whether or not such lien and/or encumbrance is considered valid by Buyer; and (iv) promptly repair any alteration of the condition of Seller's Property which resulted from such entry upon, and/or such investigations, assessments and other tests with respect to, Seller's Property so as to restore Seller's Property to the same condition in which it existed prior to such entry and/or activities. In addition, prior to any entry upon any of Seller's Property, Buyer shall provide evidence of liability insurance satisfactory to Seller and deliver a certificate of insurance to Seller in accordance with this Paragraph 10. The obligations of Buyer and indemnification by Buyer provided for in this Paragraph shall survive any termination of this Agreement. Before any entry upon Seller's Property by Buyer, its employees, agents or contractors, Buyer shall provide evidence of its Commercial General Liability insurance in Broad Form Contractual liability insurance coverage form with a minimum combined single limit of liability of at least \$2,000,000 in aggregate, \$1,000,000 per occurrence and umbrella coverage in the amount of \$10,000,000. Such coverage shall be primary and that any other insurance maintained by or for Seller shall be excess insurance only and shall afford coverage for covered claims based on acts, omissions, injury and damage arising from the activities by or on behalf of Buyer, its employees, agents, contractors, and/or representatives, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. To the extent applicable, Buyer shall also maintain Workers' Compensation insurance in accordance with California law, and employer's liability insurance with a limit no less than \$1,000,000 per employee and \$1,000,000 per occurrence. The limits of the insurance required by this Agreement or as carried by Buyer shall not limit the liability of Buyer nor relieve Buyer of any obligation under this Agreement. Prior to the earlier of any entry by Buyer, its employees, agents or

contractors upon Seller's Property or Closing, Buyer shall deliver to Seller an Acord insurance certificate and endorsements showing Seller as an additional insured as required by this Paragraph 10.

11. Termination.

11.1 Permitted Termination. Anything herein to the contrary notwithstanding, this Agreement may be terminated and the Transactions abandoned at any time on or prior to the Closing Date under the following circumstances:

(a) By the written consent of Buyer and Seller;

(b) By Buyer if (i) any of the conditions set forth in Section 4 of this Agreement have become incapable of fulfillment within ninety (90) days of the Effective Date, (ii) Buyer has given Seller ten (10) days' notice of such matter, (iii) Seller has failed to cure such matter within the ten (10) days and (iv) Buyer is not otherwise in material default; and

(c) By Seller if (i) any of the conditions set forth in Section 5 of this Agreement have become incapable of fulfillment within ninety (90) days of the Effective Date, (ii) Seller has given Buyer ten (10) days' notice of such matter, (iii) Buyer has failed to cure such matter within the ten (10) days and (iv) Seller is not otherwise in material default.

11.2 Effect of Termination. If this Agreement is terminated in a manner permitted by subsections (a)-(c) of Section 11.1, this Agreement will become void and of no further force and effect, and neither of the parties will have any liability to the other party in respect of such termination of this Agreement; provided, however, that nothing in this Section 11.2 will relieve any party from liability it may have hereunder for a breach of this Agreement prior to such termination.

11.3 Destruction or Condemnation of Transferred Assets. In the event of loss or damage to the Tenant Equipment or the Transferred Assets that is not remedied by the Closing Date or condemnation of any of the Seller's Property or termination of the Tower-Related Ground Leases, Buyer may, at its option elect to (a) consummate the Transactions in accordance with this Agreement or (b) terminate this Agreement. In such case, if Buyer has not made its election within 10 business days after the Closing Date, this Agreement shall be automatically terminated.

12. Governing Law; Jurisdiction. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the State of California.

13. Miscellaneous. This Agreement including the schedules attached hereto and made a part hereof, contains the entire agreement among the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, letters of intent, and understandings, written or oral, relating to the subject matter of this Agreement. Neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by Seller and Buyer.

14. Successors and Assigns. This Agreement will be binding upon Seller and Buyer and their respective successors and assigns. Notwithstanding the immediately preceding sentence, Buyer may not assign its rights and delegate its duties under this Agreement only upon the prior written consent of Seller, which consent may be withheld in its sole discretion, provided Buyer may assign its rights and delegate its duties under this Agreement to an affiliate in which it owns a controlling interest.

15. Counterparts; Electronic Delivery. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The execution of this Agreement by facsimile or other electronic form (*e.g.*, PDF) of signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile or electronic document shall, upon the request of the other party, thereafter execute and deliver to the other party an identical original instrument, as soon as reasonably possible thereafter.

16. Incorporation of Recitals and Exhibits. All recitals set forth at the beginning of this Agreement and all exhibits attached to and referred to in this Agreement are incorporated into and made a part of this Agreement as though fully set forth in this Agreement.

17. Attorneys' Fees. In any action between Buyer and Seller involving this Agreement (including any exhibits to this Agreement) or the Seller's Property, the prevailing party shall be entitled to recover from the other party, in addition to damages, injunctive or other relief, if any, all costs and expenses (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, or in any bankruptcy proceeding, including without limitation attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

18. Notices. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and personally delivered or sent by United States registered or certified mail, return receipt requested, or sent by nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

IF TO SELLER: Nevada County Consolidated Fire District
Administrative Office
640 Coyote Street
Nevada City, CA 95959
(530) 265-6944

WITH A COPY TO: Nancy Park, Esq.
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
(916) 325-4000

IF TO BUYER:

Aloha Towers, LLC
57 East Washington Street
Chagrin Falls, OH 44022
Attention: Ryan D. Lepene, Vice President
(440) 528-0333

IF TO TITLE COMPANY AT: The address set forth in Section 7.1 above

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery to the address of the addressee, if sent by mail or courier service. Email may be used for convenience of communication but shall not serve as official notice unless agreed in writing by the parties.

19. Entire Agreement; Amendments. This Agreement and the exhibits and related documents referred to in this Agreement contain all of the agreements of the parties hereto with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the parties hereto or their respective successors in interest and indicates that it is an amendment of this Agreement..

20. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

21. Joint and Several Liability. If Buyer consists of more than one person or entity, the liability of each such person or entity signing the Agreement as Buyer shall be joint and several.

22. No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between Buyer and Seller or between either Buyer or Seller and any third party, or cause either Buyer or Seller to be responsible in any manner for the debts or obligations of the other, or any third party..

23. No Beneficiaries. No parties other than Seller and Buyer and their permitted successors and assigns shall have any rights or remedies under or by reason of this Agreement.

24. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement, or the application of such term, provision, condition or covenant to any party or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be effected and shall be valid and enforceable to the fullest extent permitted by law.

25. Time Periods. Except as otherwise provided in this Agreement, all references to days contained in this Agreement shall mean calendar days. The term "business day" means a day other than Saturday, Sunday, Federal holiday or holiday on which Escrow Holder or the Nevada County Recorder is closed.

26. Remedies Cumulative. All rights and remedies of the Buyer and Seller pursuant to this Agreement are cumulative with one another and with any other rights or remedies that may be available under applicable law, and the exercise or failure to exercise any right or remedy shall not preclude the exercise of that right or remedy at any other time or of any other right or remedy at any time.

27. Execution and Approval. The delivery of an unsigned draft of this Agreement shall not constitute an offer but shall be for purposes of review and discussion. Neither Seller nor Buyer shall be bound by this Agreement unless approved by Seller's Board of Directors in a duly noticed public meeting and executed by both Seller and Buyer.

[Signatures Start on Next Page]

Executed by the parties' duly authorized representatives as of the Effective Date.

SELLER:

NEVADA COUNTY CONSOLIDATED FIRE
DISTRICT, a consolidated fire district

By: _____
Name: _____
Title: _____

BUYER:

ALOHA TOWERS, LLC, a Delaware limited
liability company

By: _____
Ryan D. Lepene, Vice President

LIST OF SCHEDULES

- Schedule 1.1(a): Rent Roll
- Schedule 1.2: Form of Easement

SCHEDULE 1.1(a)

Rent Roll: Tower-Related Ground Leases

Option and Lease Agreement dated November 16, 2004 by and between NEVADA COUNTY CONSOLIDATED FIRE DISTRICT and ALOHA TOWERS, LLC (the successor-in-interest to prior tenants, Nevada County Cellular, LLC and New Cingular Wireless PCS, LLC ("New Cingular")); Octagon Towers, LLC became the successor-in-interest to New Cingular pursuant to an Omnibus Assignment and Assumption of Ground Leases dated December 20, 2019 and subsequently contributed the lease and other assets relating to the lease to Buyer pursuant to a Contribution Agreement dated March 11, 2020), as amended by First Amendment to Option and Lease Agreement dated October 5, 2006, as amended by Second Amendment to Option and Lease Agreement dated June 29, 2009 and as further amended a third time by Agreement Reinstating and Amending Option and Lease Agreement dated January 1, 2017

A.	Tenant:	Buyer
B.	Current Term Commencement:	November 1, 2016
C.	Current Term Expiration:	October 31, 2021
D.	Number/Length of Renewal Terms:	Two, five-year renewal terms
E.	Monthly Rent; other Payments Due:	\$1,200; monthly rent escalates by 10% every renewal term
F.	Security Deposit:	None

Option and Land Lease Agreement dated December 14, 2016 between NEVADA COUNTY CONSOLIDATED FIRE DISTRICT and Verizon, as evidenced by Memorandum of Lease recorded December 23, 2016 as Document #20160029796 of the Nevada County, California recorder.

A.	Tenant:	Verizon
B.	Current Term Commencement:	January 1, 2017
C.	Current Term Expiration:	December 31, 2021
D.	Number/Length of Renewal Terms:	Four, five-year renewal terms; followed by perpetual five-year renewals unless terminated by either party upon at least three months' notice
E.	Monthly Rent; other Payments Due:	\$925; monthly rent escalates by 3% every renewal term
F.	Security Deposit:	None

SCHEDULE 1.2

**Communications Facility Easement Agreement
and Assignment of Tower-Related Ground Leases**

(see attached)

SCHEDULE 1.2

Prepared by and after
recording, return to:

ALOHA TOWERS, LLC
57 East Washington Street
Chagrin Falls, Ohio 44022

APN: 023-610-041-000 (portion of)

COMMUNICATIONS FACILITY EASEMENT AGREEMENT
AND ASSIGNMENT OF TOWER-RELATED GROUND LEASES

THIS COMMUNICATIONS FACILITY EASEMENT AGREEMENT AND ASSIGNMENT OF TOWER-RELATED GROUND LEASES (this “Easement”) is made as of _____, 2021 (the “Effective Date”) by and between NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, a consolidated fire district, as grantor (“Grantor”), having an address at 640 Coyote Street, Nevada City, California 95959, and ALOHA TOWERS, LLC, a Delaware limited liability company, as grantee (“Grantee”), having an address at 57 East Washington Street, Chagrin Falls, Ohio 44022.

Grantor owns real property located in Nevada County, California at 14400 Golden Star Road, Grass Valley (formerly 14518 State Highway 49, Grass Valley, California 95949), as more particularly described on Exhibit A attached hereto and made a part hereof (“Grantor’s Property”), portions of which are used by Grantee and its subtenants pursuant to the occupancy agreements identified on Exhibit B attached hereto and made a part hereof (the “Tower-Related Ground Leases”) for the placement of the Communications Equipment (defined below).

Pursuant to a Purchase and Sale Agreement dated _____, 2021, Grantor has agreed to grant to Grantee, among other things, (i) an easement on all space in, on, over and under Grantor’s Property used by Grantee and its subtenants for Communications Equipment as such space may be further described in the Tower-Related Ground Leases and more particularly described on Exhibit C attached hereto and made a part hereof (the “Existing Ground Space”), (ii) the access and utilities easements granted under the Tower-Related Ground Leases and more particularly described on Exhibit C and (iii) the Grantor’s interest as landlord in the Tower-Related Ground Leases and all rental payments associated with the Tower-Related Ground Leases.

NOW, THEREFORE, on the terms and subject to the conditions set forth in this Easement, the payments described in Section 5 and other good and valuable consideration, the parties agree as follows:

1. Grant of Easement. Upon the terms and conditions set forth herein, Grantor hereby grants, bargains and conveys to Grantee an easement in, on, under and over the Existing Ground Space described on Exhibit C (the "Easement Premises"). Grantee's right to an easement in, on and over all portions of the Easement Premises for the purposes stated in the recitals to this Easement and the Tower-Related Ground Leases are exclusive as described in Section 2.1.

2. Access and Utility Easements.

2.1 Access Easement. Grantor hereby grants to Grantee, its tenants and licensees, and their successors and assigns, the access easements granted under the Tower-Related Ground Leases as more particularly described on Exhibit C (the "Access Easement"). Grantee will use commercially reasonable efforts to only use the Access Easement during traditional working hours, except in the event of emergencies.

2.2 Utility Easement. Grantor hereby grants to Grantee, its tenants and licensees, and their successors and assigns, or to such utility company which Grantee shall designate, the utility easements granted under the Tower-Related Ground Leases as more particularly described on Exhibit C attached hereto (the "Utility Easement"). Grantee will (i) use commercially reasonable efforts to only service the Utility Easement during traditional working hours, except in the event of emergencies, and (ii) notify Grantor in advance of its need to install, maintain or repair its cables, wires, related fixtures and Communications Equipment located in the Easement Premises; EXCEPT HOWEVER, in the case of an emergency whereupon notification shall follow. Upon prior notice to Grantor, Grantee and its tenants and licensees may have electrical current meters installed on the Easement Premises. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Grantee or its tenants and licensees.

3. Assignment of Tower-Related Ground Leases. Grantor hereby transfers and assigns to Grantee as of the Effective Date all of its right, title and interest in, to and under the Tower-Related Ground Leases identified on Exhibit B and any amendments thereto, including without limitation, all rents and other monies due to Grantor. Grantor and Grantee intend that this Easement serve as an absolute assignment and transfer to Grantee of the Tower-Related Ground Leases and all rents and other monies due Grantor pursuant to the Tower-Related Ground Leases. Grantor designates Grantee as the lessor under the Tower-Related Ground Leases and Grantee assumes the obligations and liabilities of Grantor under the Tower-Related Ground Leases but only to the extent that such obligations and liabilities accrue on or after the Effective Date. Grantee releases, holds harmless and indemnifies Grantor for any claims which arise

after the Effective Date under the Tower Related Ground Leases unless such claim pertains to Grantor's acts or omissions prior to the Effective Date.

4. Term. Commencing upon the Effective Date, the term of this Easement shall be for a period of forty-one (41) years (the "Term"). Grantee shall surrender the Easement on or before the expiration of the Term or any earlier termination date, free and clear of any liens or encumbrances and may surrender this Easement for any reason or at any time by giving thirty (30) days' notice to Grantor. In the event Grantee and its customers or sublicensees voluntarily cease to use the Easement for a period of more than three (3) years (for reasons other than casualty, condemnation or Act of God), the Easement shall be deemed abandoned. Upon surrender or abandonment, this Easement will be terminated, Grantor and Grantee shall execute and record such documents reasonably required to terminate this Easement and neither Grantor nor Grantee will have any further obligations under this Easement. Termination or abandonment does not entitle Grantee to reimbursement of any consideration paid to Grantor in connection with Grantor's grant of this Easement, whether paid under this Easement or the Purchase and Sale Agreement. This Easement may not be terminated by Grantor, unless Grantee has breached the terms of this Easement and such breach has not been cured within one hundred twenty (120) days following the delivery of Grantor's notice of such breach.

5. Easement Payments. Grantee shall pay to Grantor the "Purchase Price" for the Easement in accordance with the terms of the Purchase Agreement.

6. Use. Grantee shall only use the Easement Premises for the purpose of constructing, maintaining, repairing, replacing, operating, improving and removing such Communications Equipment reasonably required by Grantee and its tenants and licensees for use as a telecommunications facility and any other related incidental activities as may be required or permitted by applicable laws, rules, regulations or guidelines. As used in this Easement, "Communications Equipment" shall include but is not limited to the following equipment, whether owned by Grantee or any of its tenants or licensees: (a) antenna support structures (including towers) and building(s) and cabinets to house equipment, including generators, necessary to operate the equipment; (b) coaxial transmission lines; (c) radio communication antennas and equipment consisting of transmitters, receivers and microwave dishes; (d) a fence to enclose all improvements; and (e) any and all equipment, supplies or materials reasonably related to the foregoing. All improvements constructed or installed by Grantee upon the Easement Premises shall be at Grantee's expense. Except as otherwise provided herein, no further improvements except for the existing Communications Equipment, shall be constructed and/or maintained on the Easement Premises without Grantor's prior written approval of plans and specifications, including the aesthetic and visual nature of the Communications Equipment, which approval will not be unreasonably withheld, conditioned or delayed. Grantor shall endeavor to approve or request changes to the plans and specifications within forty-five (45) days of receipt of plans for any new installation and within thirty (30) days of receipt of plans for modifications to existing Communications Equipment. If Grantor disapproves of the

proposed plans for any reason, Grantor shall identify its reason for disapproval and provide Grantee the opportunity to submit revised plans implementing Grantor's feedback, which Site Owner shall consider within an additional 15-day review period. If Grantor does not approve or deny such plans and specifications within forty-five (45) days for new installations or within thirty (30) days for modifications to existing Communications Equipment following initial plan submittal to Grantor or within fifteen (15) days upon resubmittal of revised plans to Grantor, Grantor's approval will be deemed to have been given. Grantee shall maintain the existing concealment elements of the Communications Equipment and support structure as a faux-pine tree, and the aesthetic and visual nature of the Communications Equipment, including color, composition and degree of concealment, shall complement and blend into the Grantor's Property and surrounding community to the maximum extent reasonably feasible. All work done, including construction of any communications tower by Grantee, shall be performed in accordance with the approved plans unless otherwise approved in writing by Grantor. Grantee shall not change the existing grade or otherwise modify the topography of the Easement Premises or Grantor's Property affected by this Easement without prior written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee may, without consent, repair or modify the existing Communications Equipment and replace the existing Communications Equipment with substantially similar Communications Equipment. Subject to approval by Grantor, Grantee may traverse Grantor's Property in order to connect to public utilities. Grantee may, upon notice to Grantor, trim any trees on Grantor's Property that that interfere with the Communications Equipment, it being understood that Grantor has no obligation to do so. Grantee must comply with Grantor's guidelines as to construction occurring within the vicinity of Grantor's facilities. Grantee will not use the Easement Premises, the Access Easement or the Utility Easement in a manner that interferes with Grantor's use of Grantor's Property.

7. Indemnity. Grantee hereby agrees to defend, indemnify and hold Grantor and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner to the extent caused by the negligence or willful misconduct of Grantee, its partners, affiliates, agents officials, officers or employees in performance of this Easement or use of the Easement Premises or Grantor's Property. Grantee shall defend, with counsel reasonably approved by Grantor, at Grantee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against Grantor, its directors, officials, officers, agents or employees. Grantee shall pay and satisfy any judgment, award or decree that may be rendered against Grantor, its directors, officials, officers, agents or employees covered by this indemnity provision. Grantee shall reimburse such Parties for any and all reasonable legal expenses and costs incurred by one or all of them in connection with this Easement or the indemnity herein provided. Grantee's obligation shall survive termination or expiration of this

Easement, and shall not be restricted to insurance proceeds, if any, received by Grantor or its directors, officials, officers, agents or employees.

8. Insurance. Grantee shall, at its expense, maintain during the Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate, with umbrella liability coverage of at least Ten Million Dollars (\$10,000,000) and One Million Dollars (\$1,000,000.00) for damage to or destruction of property in any one occurrence. Grantor shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Grantee may carry said insurance under a blanket policy. Grantee shall deliver to Grantor, on or before the Effective Date and, upon request, each year thereafter at renewal, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Grantor. The general liability insurance policy shall name Grantor, its elected officials, officers, employees, agents, and volunteers as additional insureds. The general liability insurance shall be primary as to Grantee's defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering Grantor, its elected officials, officers, employees, agents, and volunteers with respect to the negligent acts of Grantee, or if in excess stand in an unbroken chain of coverage in excess of Grantee's scheduled underlying coverage. The general liability insurance shall contain standard separation of insureds provisions and shall contain no special limitations on the scope of its protection to Grantor, its elected officials, officers, employees, agents, and volunteers. Grantor and Grantee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to any person, Easement Premises, or Communications Equipment caused by, or which result from, risks insured under any insurance policy carried by the Parties at the time of such damage or harm. Grantor and Grantee shall cause each insurance policy obtained by them to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

9. Defaults and Remedies:

(a) Notwithstanding anything in this Easement to the contrary, neither Grantor or Grantee shall be in default under this Easement for failure to perform any obligation under this Easement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, if any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Easement if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) Should Grantee fail to perform any obligations under this Easement and such breach shall continue uncured one hundred twenty (120) days following the receipt of

written notice, as provided in Section 9(a) above, Grantor may seek specific performance or actual damages or invoke any other remedies available in law or in equity.

(c) Should either party breach any material term or covenant in this Easement or fail to perform any obligation under this Easement, and such breach shall continue uncured one hundred twenty (120) days following the receipt of written notice, as provided in Section 9(a) above, the other party may seek specific performance or actual damages or invoke any other remedies available in law or in equity or, at its option, cure such default. All sums expended by such enforcing party in connection therewith shall be paid by the breaching party to the enforcing party upon demand.

10. Taxes. Grantee will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Equipment. Grantor is a public entity and tax exempt and shall not be responsible for any real property taxes so long as it holds the Property, and thus any property taxes assessed against the Property by the tax assessing agency shall be Grantee's expense. If Grantor transfers the Property to a taxable entity, such successor grantor agrees that it will promptly pay when due all real estate taxes (the "Taxes") levied against Grantor's Property and this Easement not attributable to Grantee's interest and tax assessment. If Grantor is a taxable entity and fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Grantor after Grantee gives Grantor thirty (30) days' notice. In such event, Grantor shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Grantor's behalf within fifteen (15) business days of Grantor's receipt of an invoice from Grantee.

11. Tests. So long as Grantor's operations are not materially disturbed or interfered with, throughout the Term, Grantee and its tenants and licensees shall have the right to conduct survey, soil, radio coverage, and environmental tests and conduct any other investigations needed to determine if the Easement Premises, Access Easement and Utility Easement are suitable for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of the Communications Equipment.

12. Non-Interference.

12.1 Grantor Interference.

(a) Grantee acknowledges and understands that there may be communications facilities on Grantor's Property belonging to Grantor and one or more third parties that have entered into an agreement(s) (the "Prior Use Agreement(s)") with Grantor prior to the dates of the Tower-Related Ground Leases (referred to as the "Prior User(s)"), pursuant to which the Prior User(s) has(ve) been permitted to install and operate communications equipment on Grantor's Property. Where applicable, Grantee represents and warrants that prior to the execution of this Easement, Grantee has determined that the Prior

Users present no material interference with Grantee's intended use within the Easement Premises.

(b) Grantee shall operate the Communications Equipment in a manner that will not cause harmful interference to (i) the Grantor's use of Grantor's Property, or (ii) any communications equipment operated and/or owned by the Prior User(s) as of the date of the Tower-Related Ground Leases, provided that the Prior User(s) operates its communications equipment in accordance with the terms of the Prior Use Agreement(s). If Grantee's Communications Equipment causes such harmful interference, Grantee will immediately take all steps necessary to correct and eliminate the interference, including but not limited to, at Grantee's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference cannot be corrected or powered down within two (2) days after Grantee is advised of such interference, Grantor may require that Grantee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of such equipment may resume.

(c) Grantee further acknowledges that Grantor assumes no risk or liability for any interference with Grantee's use of Grantor's Property which results from the operation of communications equipment on Grantor's Property by the Prior User(s) under the Prior Use Agreement(s) and agrees that Grantor shall be held harmless from claims due to any such interference, pursuant to the indemnification terms set forth in Section 7 herein.

(d) Grantor reserves the right to license or lease other portions of the Grantor's Property to third parties ("Subsequent Users") during the Easement Term but only if Grantor includes in any agreements with Subsequent Users an "Interference" provision in substantially the same form as this Section 12.1 including an obligation by Subsequent Users not to interfere with Grantee or other Prior Users of Grantor's Property. If, subsequent to the installation of the Communications Equipment, any Subsequent User equipment on the Grantor's Property causes harmful interference with the Communications Equipment, Grantee may use any and all efforts to resolve the interference issues in cooperation with the owner and operator of the new equipment without involving Grantor personnel. Grantor hereby appoints Grantee its attorney in fact, which power of attorney is coupled with an interest, for the sole purpose of enabling Grantee to take any and all actions to enforce the interference provisions of the Subsequent Users agreements. If any Subsequent Users cannot correct such harmful interference within ten (10) business days of Grantee's written notification thereof to Grantor, Grantee may terminate this Easement upon sixty (60) days written notice to Grantor and obtain a refund of that portion of the Easement Fee attributable to the remaining Term or seek injunctive or other legal or equitable relief against/from such Subsequent Users. The refund shall be Grantee's sole and exclusive remedy and recovery as against Grantor for any interference, and Grantee hereby waives any other rights or remedies it may have at law or in equity against Grantor related thereto. The parties recognize and agree that it is the intention of this Section 12.1 that Grantor not become embroiled in any disputes or proceedings between

Grantee and any other users of the Grantor's Property, and/or expend funds as a result thereof; therefore, Grantee agrees to indemnify, defend, and hold harmless the Grantor against any claim related to or arising from any disputes or proceedings between Grantee and any other users of the Grantor's Property.

(e) Nothing contained in this Section 12 or elsewhere in this Easement is intended to confer any rights or remedies under, or by reason of this Easement on, or waive any claims against, or adversely affect any rights of, any person or entity other than the parties hereto. Further, nothing contained in this Section 12 or elsewhere in this Easement is intended to prevent Grantor or any governmental entity acting with the permission of Grantor from using Grantor's Property for the transmission, reception and relay of communication signals over the wireless spectrum for non-commercial, governmental use, provided such permitted transmission, reception and relay of communication signals on Grantor's Property over the wireless spectrum for non-commercial, governmental use shall not include the provision of personal wireless services or telecommunication services for commercial purposes.

12.2 Grantee Interference. Except in emergencies as agreed to by Grantor, Grantee shall not perform or cause to be performed any tests, construction, installation, operation, maintenance or repair activities on the Grantor's Property which interfere with Grantor's quiet enjoyment of the Grantor's Property's not a part of the Easement Premises or which interfere with Grantor's emergency communication system or fire protection operations. All operations by Grantee shall be in compliance with all Federal Communications Commission ("FCC") requirements, as well as other applicable Federal, State and local laws, rules and regulations. Grantee or its tenants, licensee, employees or contractors may not obstruct or interfere with any governmental use of Grantor's Property, and any access, right of way, equipment or storage area which is a part of Grantor's fire protection facilities or otherwise impede Grantor's reasonable use of the Grantor's Property. Any such blockage or interference by Grantee may result in a citation by municipal authorities for such violations, in addition to other remedies as provided herein.

13. Nature of Grantee's Property.

13.1 Fixtures. Grantor covenants and agrees that notwithstanding any contrary provision of statutory or common law, no part of the improvements, including without limitation, the Communications Equipment, constructed, erected or placed by Grantee or Grantee's tenants or licensees on the Easement Premises shall be deemed by Grantor to be or become affixed to or a part of the Easement Premises, it being the specific agreement of Grantor and Grantee that all improvements of every kind and nature constructed, erected or placed by Grantee or any tenants or licensees on the Easement Premises shall be and remain the personal property of Grantee or Grantee's tenants or licensees and may be removed by Grantee as provided in this Easement. Grantee agrees to save Grantor harmless on account of claims or mechanic's, materialman or other liens imposed upon the Easement Premises in connection

with any alterations, addition, or improvements to the Easement Premises made by Grantee, Grantee's agents, employees, contractors, tenants or licensees.

13.2 Waiver of Grantor Liens. Grantor waives any rights it may have to assert any liens, encumbrances or adverse claims, statutory or otherwise, against the Communications Equipment, including any rights it may have in its capacity as Grantor under this Easement. Grantee, Grantee's tenants, licensees or such designee in its sole discretion, may remove its Communications Equipment or any portion of it at any time during the Term of the Easement, without notice to Grantor and without Grantor's consent.

14. Assignment or Subletting.

14.1 Grantee may assign this Easement without the consent of Grantor to any of its parent, subsidiaries of its parent, subsidiaries or successor legal entities, or to any entity acquiring substantially all of the assets or membership interests of Grantee. All other assignments require the consent of Grantor which consent shall not be unreasonably withheld, conditioned or delayed.

14.2 Grantee may sublicense its antenna structure and the Easement Premises to any qualified third-party communications provider consistent with this Easement and subject to the advance written consent of Grantor of the Communications Equipment in accordance with Section 6, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to doing so, Grantee shall notify Grantor. However, in the event that such additional sublicensee requires additional ground space outside of the Easement Premises, it shall enter into a separate license with Grantor to rent such additional ground space or this Easement may be amended to provide for such additional space. Grantor may grant or deny such requests for additional ground area in its sole discretion, including conditioning execution of such new or amended ground agreements on the payment of additional ground rent.

14.3 Grantee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Easement to any financing entity, or agent on behalf of any financing entity to whom Grantee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that any such transferee shall be bound by the provisions of this Easement.

14.4 Any attempted or unauthorized assignment or sublicense shall be void and shall be cause for termination of this Easement if not reversed within the time period provided in Section 9. Consent to one assignment shall not be deemed consent to any subsequent assignment.

15. Governmental Condemnation or Taking. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of the Easement Premises or adjoining or adjacent property subject to an easement hereunder, apportionment thereby making it physically or financially unfeasible, as determined by Grantee in its sole discretion, for the Easement Premises to be used in the manner it was intended to be used by Grantee under this Easement, Grantee shall have the right to assert a claim against the condemning agency for the portion attributable to Grantee's interest in the Easement Premises and to terminate this Easement effective as of the date the condemning agency takes possession. If only a portion of the Easement Premises is taken by eminent domain, and Grantee does not elect to terminate this Easement under this provision, then this Easement shall continue.

16. Damage or Destruction.

(a) In the event of any damage to or destruction of the Easement Premises, the Access Easement or the Utility Easement or any condemnation thereof, which renders the Communications Equipment inoperable or unusable, Grantee and its tenants and licensees shall have the right, at Grantee's option and upon reasonable prior notice to Grantor, to reconstruct the Communications Equipment on the Easement Premises and, during reconstruction, to construct or install temporary facilities, including temporary or replacement antennae, if necessary, elsewhere on the Easement Premises or on mutually agreed-upon locations on Grantor's Property and to establish alternative easements for access and utilities, in such locations as are reasonably acceptable to Grantor and in a manner which will not interfere with Grantor's use of Grantor's Property or any repair or reconstruction efforts, in order to continue operation of the Communications Equipment. In such event, Grantee's temporary facilities, including but not limited to temporary or replacement antenna or a cell on wheels shall not be used, installed, or operational for more than one hundred eighty (180) days following the event of damage to or destruction of the Easement Premises. Grantor shall allow Grantee and its tenants and licensees to install such additional equipment and fixtures, including but not limited to, antennae, cables and wires, and shall permit Grantee and its tenants and licensees access, repair and maintenance rights as may be necessary to allow Grantee and its tenants and licensees to operate and maintain such temporary facilities until the Easement Premises, Access Easement and/or Utility Easement have been sufficiently repaired to permit use of the Communications Equipment on its prior location on the Easement Premises or until a substitute permanent location on Grantor's Property (with substitute access and utility easements, if necessary) that does not interfere with Grantor's or Grantor's other tenants' normal use of Grantor's Property has been mutually chosen by Grantor and Grantee and a substitute permanent facility has been completed, provided such temporary facilities are used, installed, or operational for no more than one hundred eighty (180) days following the event of damage to or destruction of the Easement Premises, or longer if mutually agreed upon and memorialized in writing signed by both Parties.. If the size of any

replacement Easement Premises is larger than the original Easement Premises, Grantor has the right to request additional consideration for the replacement Easement Premises.

(b) If the Easement Premises are repaired, Grantee and its tenants and licensees shall have the right to construct and install replacement Communications Equipment, including, but not limited to, the antenna support structures, antennae, cables, conduits, poles, wires and electronic or other equipment, in and on the repaired Easement Premises together with replacement access and utility easements if necessary, in substantially the same location and manner as prior to the occurrence of the damage or at another location on the Easement Premises provided that such relocation does not materially interfere with Grantor's or Grantor's other tenants' normal use of Grantor's Property, provided such replacement Communications Equipment and related facilities are approved by Grantor in accordance with Section 6 herein. It is the intention of the parties that Grantee and its tenants and licensees shall be able to maintain continuous operation and use of the Communications Equipment and any future Communications Equipment throughout the Term.

(c) If Grantee elects to continue operation of the Communications Equipment pursuant to this Section 16, this Easement shall not terminate on account of such damage, destruction or condemnation, but shall continue in effect.

17. Consents and Approvals. Grantee and/or its tenants and licensees shall maintain the permits necessary for the Communications Equipment. Upon execution of this Easement, Grantor agrees to cooperate with Grantee in all respects in connection with any application made by Grantee, in the name of Grantor, to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Grantee's or its tenants' or licensees' Communications Equipment shall be made at Grantee's expense, and Grantor shall have no obligations with respect thereto. Whenever the consent or approval of either party is required or a determination must be made by either party under this Easement, no such consent or approval shall be unreasonably withheld, denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

18. Quiet Possession; Maintenance of Grantee's Easement Area / Communications Equipment. Grantee shall have the right to occupy the Easement Premises pursuant to the terms of this Easement. Grantee shall, at its sole cost and expense, keep the Easement Premises free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of Easement Premises. Grantee shall also not cause or permit trash or other debris to be placed on Grantor's Property. All Communication Equipment shall be maintained in good and working order and good appearance, provided that any noticeable degradation or discoloration of the Communication Equipment in comparison with their original appearance shall be deemed not to constitute "good appearance" for purposes of this section, in accordance with Grantor's written direction which may be provided from time

to time, including but not limited to, painting and screening. In addition, Grantee shall make any surface or underground repairs to the Easement Premises or Grantor's Property caused by or incident to Grantee's use of the Easement Premises or implementation of this Easement. Grantee accepts the Easement Premises in its "as-is" condition with all faults and Grantor shall not be required to perform, or bear the cost of, any work with respect to that portion of Grantor's Property granted to Grantee in this Easement, or to pay any fees or other costs or expenses arising from or in connection with Grantee's use of Grantor's Property and/or its development by Grantee, any and all of which shall be the responsibility of, and borne by, Grantee; provided, however, Grantor shall be responsible for damage to the Easement Premises caused by Grantor's own willful misconduct or negligent acts.

19. Debt Security. Grantor covenants and agrees that, without the prior consent of Grantor, at all times during the Term, Grantee shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Easement or the easement holder's interest of Grantee created hereby, together with all of Grantee's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Easement Premises by Grantee, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Grantor, as provided herein.

20. Estoppel Certificates, Grantor's Acknowledgment of Rights, and other Similar Documents. Grantor agrees that it will from time to time, within fifteen (15) days after request by Grantee, execute and deliver an estoppel certificate, Grantor's acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Grantor and Grantee.

21. Environmental Matters.

21.1 Grantee's Representations and Limitation. Grantee shall not introduce or use any hazardous substance or solid, liquid, or gaseous waste ("Hazardous Substances") on the Easement Premises or Grantor's Property in violation of any applicable federal, state or local environmental laws. Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date except to the extent otherwise provided in the Tower-Related Ground Leases. Liability of Grantee for any claims with respect to any Hazardous Substances at Grantor's Property or the Easement Premises shall be limited to contamination that is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee (whether prior to, on or after the Effective Date), and in violation of any applicable federal, state or local environmental laws. Grantor makes no warranty or representation whatsoever concerning the Easement Premises or Grantor's Property, including without limitation, the condition, fitness or utility for any purpose thereof of any improvements thereto, or the presence or absence of any Hazardous Substances thereon, or compliance with applicable laws, ordinances or governmental regulations. Grantee acknowledges and agrees it is a sophisticated investor in communication facilities and has investigated and made itself

familiar with the Easement Premises and the Communication Facilities, and, except as otherwise stated, Grantee's right to use the Easement Premises and Grantor's Property is strictly on an "AS-IS" basis with all faults. Grantor hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

21.2 Except as otherwise specifically permitted under the terms of this Easement, Grantee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Grantor's Property or Easement Premises in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement regarding hazardous substances. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Communication Equipment are excepted from the preceding prohibition of use by Grantee of Hazardous Substances on the Easement Premises, so long as Grantee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

21.3 No permanent underground or above ground storage tanks shall be installed on the Easement Premises or Grantor's Property.

21.4 Grantor or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Easement Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances. In the event Hazardous Substances are discovered, Grantee shall disclose to Grantor the specific information regarding Grantee's discovery of any Hazardous Substances placed on, under, about or within the Easement Premises or Grantor's Property by Grantee or its employees or agents, and provide written documentation of its safe and legal disposal.

21.5 Breach of any of the covenants, terms, and conditions contained in this Section 21, and Grantee's failure to cure within thirty (30) days of Grantee's receipt of written notice from Grantor, shall give Grantor the authority to require the shutdown of Grantee's operations thereon, at the sole discretion of Grantor, until such compliance occurs. Grantee will continue to be liable under this Easement to remove and mitigate all Hazardous Substances placed by Grantee on, under, about or within Easement Premises or Grantor's Property. Grantee shall be responsible for, and bear the entire cost of, removal and disposal of, all Hazardous Substances introduced to the Easement Premises and Grantor's Property by Grantee during Grantee's period of use and possession of the Easement Premises or Grantor's Property. Upon termination of this Easement, Grantee shall, in accordance with all laws, remove from the Easement Premises or Grantor's Property, any equipment or improvements placed on the Easement Premises or Grantor's Property by Grantee that may be contaminated by Hazardous Substances.

21.6 Grantee shall defend, indemnify and hold Grantor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Grantee or its partners, affiliates, agents, officials, officers, contractors or employees on the Grantor's Property or Easement Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections and materials present and/or testing soils on the Easement Premises and taking photographs.

22. Vacating the Property. At the expiration of the term of this Easement or at any sooner termination of this Easement, Grantee shall quit and surrender possession of the Easement Premises and Grantor's Property, and within 60 days of such termination or expiration, notwithstanding any duties of any tenants contained in the Tower-Related Ground Leases, shall ensure that all Communication Equipment is removed from Easement Premises and Grantor's Property. Grantee shall be deemed to remain in possession of the Easement Premises until all Communication Equipment has been removed. Grantee agrees to pay any costs incurred by Grantor if Grantee fails to comply with this provision, including, without limitation, reasonable attorneys' fees and costs expended on any action by Grantor to compel removal by Grantee or collect the liquidated damages described in this section. If Grantee does not restore the Grantor's Property and Easement Premises as required, Grantor may remove the Communication Equipment and dispose of or store them at Grantee's sole cost and expense. In addition and not in lieu of the foregoing, Grantee agrees that the inconvenience and other damage to Grantor in the event of Grantee's failure to timely remove Communication Equipment is impossible to measure precisely, but that \$2,000.00 per day is a reasonable estimate of Grantor's damages. To this end, if Grantee does not remove the Communication Equipment, or restore the Grantor's Property and Easement Premises as required by 60 days after the expiration or earlier termination of this Lease, Grantee shall pay to Grantor the sum of \$2,000.00 as liquidated damages for each day following the 60th day after expiration or termination of this Lease when Communication Equipment are present on Grantor's Property or for each day for which restoration has not been completed. The Parties acknowledge and agree that the liquidated damages called for in this Section are not a penalty or forfeiture, are fair and reasonable under the circumstances, and have been calculated by reference to the losses which Grantor may incur in the event Grantee does not timely fulfill its obligations to remove the Communication Equipment from the Grantor's Property.

23. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in in the Preamble above. Any party may change the

address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 23.

24. Entire Agreement and Binding Effect. This Easement and any attached Exhibits constitute the entire agreement between Grantor and Grantee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Easement shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

25. Counterparts. This Easement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

26. Recording of Easement. Grantor and Grantee hereby agree, following the execution of this Easement, that Grantee, at its sole expense, shall have the right to file this Easement of record in the county and state where the Easement Premises is located.

27. Time is of the Essence. Time is of the essence of this Easement and each and all of its provisions.

28. Governing Law. This Easement shall be construed and governed in accordance with the laws of the state in which the Easement Premises is located.

29. Severability. If any term, covenant, condition or provision of this Easement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

30. Waiver. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

31. Covenant Running with the Land. The provisions of and covenants contained in this Easement shall run with the land and shall bind and inure to the benefit of Grantor, Grantee and their respective successors, heirs and assigns.

32. Attorneys' Fees. The prevailing party in any action brought by either party hereto, based on any claim arising under this easement, shall be entitled to reasonable attorneys' and/or consultants' fees.

[signatures start on the next page]

IN WITNESS WHEREOF, the parties have executed this Easement as of _____, 2021.

GRANTOR:

NEVADA COUNTY CONSOLIDATED FIRE DISTRICT, a consolidated fire district

By: _____

Name: _____

Title: _____

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)

[Signatures continued on the following page]

GRANTEE:

ALOHA TOWERS, LLC, a Delaware limited liability company

By: _____
Ryan D. Lepene, Vice President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me this _____ day of _____, 2021 by Ryan D. Lepene, the Vice President of ALOHA TOWERS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Seal)

NOTARY PUBLIC, State of Ohio
Name: Diane S. Leung
My commission expires: No expiration

LIST OF EXHIBITS

- Exhibit A: Legal Description of Grantor's Property
- Exhibit B: Tower-Related Ground Leases
- Exhibit C: Legal Description of Easement Premises

EXHIBIT A

Legal Description of Grantor's Property

Real property located in the unincorporated area of the County of Nevada, State of California, described as follows:

PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR H. MOBERLY, BEING A PORTION OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 8 EAST, M.D.B. AND M., AS FILED IN THE OFFICE OF THE NEVADA COUNTY RECORDER ON OCTOBER 2, 1972, IN BOOK 3 OF PARCEL MAPS, AT PAGE 171.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA AND DESCRIBED IN THOSE CERTAIN "GRANT DEEDS" RECORDED JUNE 01, 2010 AS INSTRUMENT NO'S. 20100012562, 20100012563 AND 20100012564, ALL OF OFFICIAL RECORDS.

APN: 023-610-041-000

EXHIBIT B

Tower-Related Ground Leases

Option and Lease Agreement dated November 16, 2004 by and between NEVADA COUNTY CONSOLIDATED FIRE DISTRICT and ALOHA TOWERS, LLC (the successor-in-interest to prior tenants, Nevada County Cellular, LLC and New Cingular Wireless PCS, LLC (“New Cingular”); Octagon Towers, LLC became the successor-in-interest to New Cingular pursuant to an Omnibus Assignment and Assumption of Ground Leases dated December 20, 2019 and subsequently contributed the lease and other assets relating to the lease to Buyer pursuant to a Contribution Agreement dated March 11, 2020), as amended by First Amendment to Option and Lease Agreement dated October 5, 2006, as amended by Second Amendment to Option and Lease Agreement dated June 29, 2009 and as further amended a third time by Agreement Reinstating and Amending Option and Lease Agreement dated January 1, 2017.

Option and Land Lease Agreement dated December 14, 2016 between NEVADA COUNTY CONSOLIDATED FIRE DISTRICT and SACRAMENTO VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, as evidenced by Memorandum of Lease recorded December 23, 2016 as Document #20160029796 of the Nevada County, California recorder.

EXHIBIT C

Legal Description of the Easement Premises

33. Tower Easement Premises

[To be surveyed; existing leased area under both of the Tower-Related Ground Leases]

2. Access and Utility Easements

[To be surveyed; existing access and utility easements under both of the Tower-Related Ground Leases]



5.

**Succession Planning Ad Hoc
Committee Selection.**



6.

Negotiator Selection.

Thank you

On March 25th about 8am EMT's responded to a call at [REDACTED] Hidden Rock Dr. Not only did they make the wise choice to have [REDACTED] [REDACTED] life flighted to Roseville, they cleaned all the blood off the driveway... a kindness beyond the call of duty for which we are grateful.

Thank you for the many times you have responded to this address and all that you do.

[REDACTED] is recovering, to what extent is unknown still.

Sincerely ~ Mathews Family



NCCFD CHIEFS' MONTHLY REPORT

To: NCCFD Board of Directors

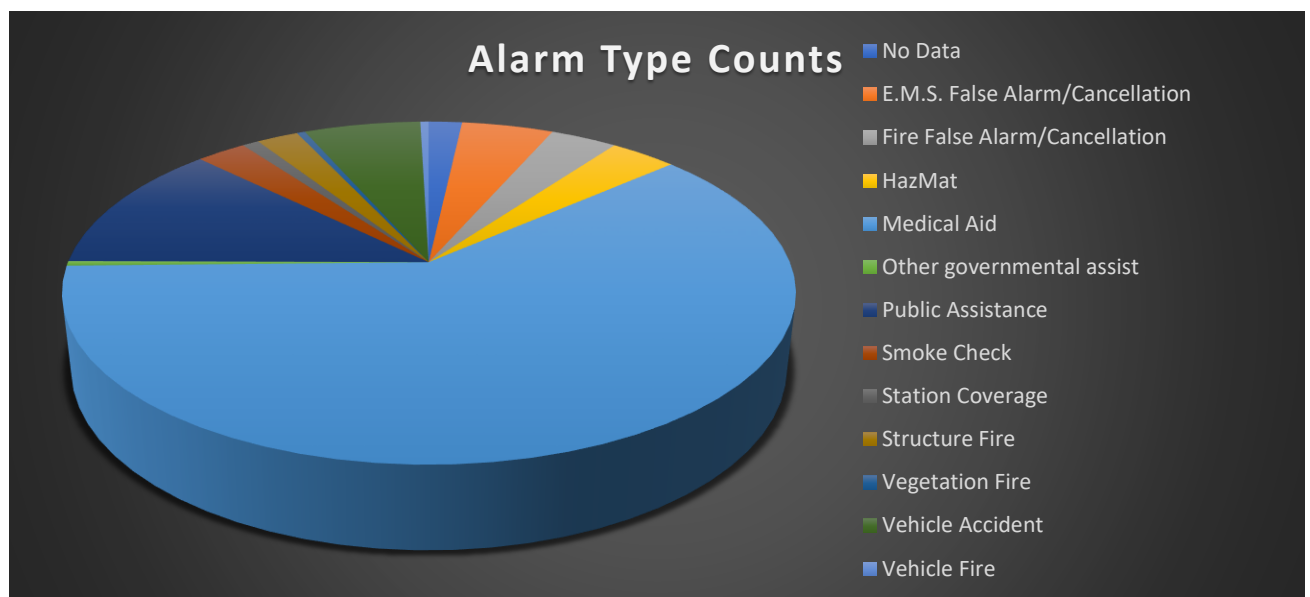
From: Jim Turner, Fire Chief
Jerry Funk, Deputy Chief

Date: April 8, 2021

OPERATIONS

Statistical data for the period of March 1 thru March 31, 2021.

- 390 calls for service.
- Average response time overall - 16 minutes 21 seconds
**Increase in average response time due to snow conditions in many response areas.*



Significant Incidents:

- Residential structure fire, Round Mountain area. Crews arrived to find the two-story residence 70% involved. There were no injuries. Unfortunately, the structure was a total loss. Fire cause was accidental.
- Residential structure fire, Alta Sierra area. Fire was contained to a garage. Fire cause was accidental.
- Numerous local vegetation fires. The largest being two-acres.

Training:

- 664 hours of documented training for the month of March.



NCCFD CHIEFS' MONTHLY REPORT

ADMINISTRATION

- Chief Turner, Deputy Chief Funk, Fire Marshal McMahan and B/C Sunde participated in the virtual meeting of the Nevada County Fire Chiefs Association.
- Chief Turner and Deputy Chief Funk attended two meetings regarding the JOA with Chiefs' Buttron and Goodspeed.
- Fire Marshal McMahan attended the virtual monthly Community Agencies United for Safe Schools and Safe Streets (CAUSSS) Meeting.
- Chief Turner was a guest on KNCO Radio speaking about the District.
- Chief Turner and Deputy Chief Funk attended the virtual Law Enforcement and Fire Protection Council Meeting.
- Chief Turner and Fire Marshal McMahan attended a virtual meeting with the Nevada County Wildfire Stakeholders.
- Numerous staff members continued work on promotional testing for Battalion Chief, Lieutenant, Firefighter and Seasonal Firefighter.

FIRE PREVENTION

Projects:

- A number of Cannabis Operation Plan submittals continue to come in for review.

Fire Investigations:

- Chief Turner investigated a Structure fire in the Alta Sierra Area which was contained to the Garage. Later in the month Chief Turner and Deputy Fire Marshal Mason investigated a fire in the Round Mountain Ranch Road area which resulted in the total loss of a single-family home. Both fires were accidental fires.

Meetings and Training attended by Fire Marshal McMahan:

- Sacramento Sierra Arson Task Force with DFM Mason, virtual.
- Yuba River Safety Cohort, virtual.
- California Fire Sprinkler Coalition, virtual.
- Fire Safe Council Board of Directors meeting, virtual.
- Met with County Fire Prevention Officials, Building Code and Cannabis Division regarding the use of ag exempt hoop houses, virtual.



NCCFD CHIEFS' MONTHLY REPORT

- Toured the John Woolman school property and met with the Fire Planner and Penn Valley Fire regarding the future construction of an emergency egress road. We looked at several possibilities. The School is actually in the Penn Valley Fire District however the secondary egress routes go through the NCC Fire District, so we were invited to provide input on the project.
- Sierra Climate Adaptation and Mitigation Partnership Planning for Climate Change and Increased Visitation in the Sierra Nevada. They discussed what the increased visitor ship is having within the Sierras and discussed concerns and ways to address the concerns. Virtual
- Completed an advisory inspection of a proposed Firewise Community in the Lightning Tree Lane area with the Forester. They have completed a lot of work but still have a way to go.
- Attended the California Fire Prevention Institute Training. Due to the pandemic this was held virtually over several mornings. Good information was received at this training.
- DFM Mason attended an Interview and Interrogation Training held in Auburn CA.

Comments:

Fire Marshal McMahan attended the farewell gathering for Nevada City Police Chief Chad Ellis. The District thanked him for allowing use of their Range Master to keep Law Enforcement Staff up to date and qualified on the range. They dedicated a large numbers of hours training us in several areas of law enforcement tactics.