



PLACER HILLS FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS

Established 1949 Alex Harvey Peter Hills Fred Lofrano Russell McCray Mark Wright

NOTICE of a REGULAR MEETING and AGENDA

Wednesday, March 27, 2024 at 6 p.m.

17020 Placer Hills Road, Unit 2A, Meadow Vista CA 95722

1. Call to Order, Pledge of Allegiance and Roll Call
2. Agenda Approval; Board action may be taken on any item on this agenda.
3. Minutes Approval; Prior meeting(s) minutes:
4. Public Comment; Persons may address the Board on matters not on the agenda. Topics should be of jurisdictional interest to the Fire District. Please limit your comments to 5 min. as the Board is not permitted to take any action on non-agenda items.
5. Correspondence (not covered in agenda items):
6. Information Items:
 - a. Fire Chief Ian Gow's report
 - b. Fire Marshal Mark D'Ambrogi's report
 - c. Battalion Chiefs Report: Nelson, Slusher, Williamson
 - d. Placer Hills Firefighters Association report:
 - e. Nevada County Professional Firefighters (Local 3800) report
 - f. Board Committee reports:
 - i. Finance Committee: Hills and McCray
 - ii. Long Range: Hills and Lofrano
 - iii. Ad Hoc Committee for reorganizations: Hills and Harvey
7. Discussion and Action Items:
 - a. Oath of office and badge pinning for Engineer/Paramedic Wesley Morris
 - b. Board to review LAFCO letter regarding Joint Operations Agreement and Agreement for Administrative Services
 - c. Approve the budget update and monthly expenses (action)
 - d. Consider and vote for the Special District Representative for Placer County Local Agency Formation Commission (action)
 - e. Consider and approve Resolution No. 2024-02 A resolution of the governing board of the Placer Hills Fire Protection District authorizing the issuance and sale of the Placer Hills Fire Protection District Note, 2024, to finance the purchase of one small type one fire engine and approving related documents and authorizing official actions. (action)
 - f. Consider and approve the Audit for Fiscal Year 2022/2023 prepared by Smith & Newell CPAs (action)
 - g. Closed Sessions
 - i. Pursuant to California Govt. Code § 54957.6(a) **LABOR NEGOTIATIONS**; Discussion of the Memorandum of Understanding with Local 3800, District negotiators: Harvey and Lofrano.
Reconvene and report any action taken in Closed Session.
8. Director's comments; This time is designated for Directors to:

PO Box 350 Meadow Vista CA 95722 (530) 878-0405 www.placerhillsfire.org

Note: Placer Hills Fire District is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. Please contact the District Office at (530) 878-0405 in advance of the meeting to enable the District to arrange reasonable accommodations for participation in the meeting. Except for records that are exempt from disclosure under the California Public Records Act, agendas and other writings relating to this agenda and meeting which are distributed to the Board Members prior to or at this meeting are available to the public.

- a. Report on activities of interest to the District which the Director is engaged in or is considering. No action will be taken on these items at this meeting.
 - b. Request item(s) for inclusion in subsequent meetings, or request a Special Meeting.
 - c. Reminder of the next Board meeting (regular or special) date, time and location.
9. Adjournment

Next meeting: April 24, 2024

BOARD OF DIRECTORS

PLACER HILLS FIRE PROTECTION DISTRICT

P.O. Box 350, Meadow Vista, CA 95722

(530) 878-0405 Fax (530) 878-0959

www.placerhillsfire.org



Alex Harvey
Peter Hills
Fred Lofrano
Russell McCray
Mark Wright

MINUTES OF THE REGULAR MEETING: February 28, 2024

17020 Placer Hills Rd. Suite 2A, Meadow Vista and by a Zoom teleconference.

1. Call to order; Flag salute; Roll call:

President Hills convened the regular meeting at 6:00 p.m.

Directors in attendance: Harvey, Hills, Lofrano, McCray, and Wright

Directors absent: None

Staff in attendance: Fire Chief Ian Gow, Fire Marshal D'Ambrogi, District Manager Michelle Armstrong, Battalion Chief Nelson, Battalion Chief Slusher, and Battalion Chief Williamson.

2. Agenda approval:

Director Lofrano moved to approve the agenda. Director Wright seconded the motion which passed 5 to 0.

3. Approval of the minutes:

Director Wright moved to approve the minutes. Director Harvey seconded the motion which passed 4 to 0. Director McCray abstained.

4. Public Comment: N/A

5. Correspondence (not covered in Agenda items below): None.

6. Information Items:

a. Fire Chief Gow's Report

- i. Asked the board if they would like to remove Zoom from the board meetings. Board agreed that a zoom meeting is no longer needed but we may look into a streaming feature in the future.
- ii. District websites are being updated to include resource information related to homeowner related issues with insurance.
- iii. Working with Newcastle and Penryn to update breathing apparatus to be sure they are all interchangeable between agencies.
- iv. Newcastle is doing a title search on the ownership of baseball field parcels that are adjacent to the parcels owned by the fire district.
- v. Continue to work on the Placer Hills and Newcastle reorganization
- vi. Local 3800 continues to make efforts to build relationships with county supervisors
- vii. South Placer Fire District recently posted paramedic positions for \$115,000
- viii. Command staff is working to prepare for the upcoming storm and received approval for prepositioning up-staffing
- ix. Still waiting on the MSR to be completed, have only seen a draft for Penryn to date
- x. Will be making a switch over to the county payroll system July 2024

b. Chief Gow report on behalf of Fire Marshal D'Ambrogi's Report

- i. Continues to complete inspections, currently has 56 projects in the pipeline
- ii. One community has submitted a FIREWISE application
- iii. The Environmental Impact Report (EIR) for Placer County rezone is out for public comment. The EIR only addresses environmental issues and mitigation and does not address items like services and the impacts.

c. Battalion Chief Nelson

- i. Focus has been on routine maintenance and getting the rescue in service
- ii. Engine 84 will be going into the shop for an issue with the radiator pressure. Anticipate it being gone for about a month and it being under warranty.
- iii. Putting tracks on the UTV for the weather

Battalion Chief Slusher

- i. Traveling in March to inspect and approve the new Smeal engine, the engine will be delivered to fire apparatus to install some items and anticipate it will arrive to us in April or May
- ii. Ran 101 calls for service in January and 224 calls for service year to date

d. Placer Hills Firefighters Association report: Anthony Froggatt reported that he was recently elected as the association president and that the plans for Pioneer Day are underway

e. Local 3800: Battalion Chief Slusher reported that they have been attending several meetings and the executive board took action to endorse 3 candidates; Gustafson, Jones, and Butler. All endorsed candidates were selected as they expressed interest in supporting the fire districts and the idea of providing additional funding.

f. Board Committee reports:

- i. Finance Committee: Director Hills reported that the committee will be presenting recommendations for mid-year budget adjustments. The committee also met with Penryn Fire District to discuss the upcoming service contract. Penryn indicated that they would likely prefer to do a one year contract. We will also need to set up a meeting with Newcastle to discuss their service contract.
- ii. Long Range Committee: Director Hills reported on the importance of the conversations with the supervisors to address our capital expenses and the associated challenges.
- iii. Ad hoc Committee for reorganizations: Director Hills reported that we are waiting on the MSR report and they will start working on a formal transition plan.

7. Discussion and Action Items:

a. Consider and approve a mid-term amendment to the current budget

Staff report provided to show the amendments; Increase in strike team activities, modifications to associated expenses of apparatus purchases, funding for new engine pushed off to the next fiscal year, adjustment for tablet command

Director Wright motions to approve the resolution. Director McCray seconded the motion,

which passed 5-0

b. Approve the budget update and monthly expense

Chief Gow reported on the miscellaneous expenses being above budget due to unplanned expenses.

Director Hills reported that the disability insurance increased 25% and we anticipate a similar increase next fiscal year. Anticipate the CalPers UAL will increase to approximately \$27,000.

Director McCray motions to approve the budget. Director Wright seconded the motion, which passed 5-0

The open meeting was adjourned and the Board went into Closed Session at 6:48pm.

c. Closed Sessions

- i. Pursuant to California Govt. Code § 54957.6(a) **LABOR NEGOTIATIONS;** Discussion of the Memorandum of Understanding with Local 3800, District negotiators: Harvey and Lofrano.

The open meeting was reconvened at 8:12 pm.

The board provided direction to the labor committee on negotiations with the Local 3800

8. Directors' comments:

- a. *Report on activities of interest to the District which the Director is engaged in or is considering. No action will be taken on these items at this meeting.*
- b. *Reminder of next Board meeting(s): March 27th, 2024.*

9. Adjournment:

There being no further business, the meeting was adjourned at 8:15 pm.

Respectfully submitted by:



Michelle Armstrong, District Manager

Approved by: _____
Peter Hills, President

PLACER COUNTY

LOCAL AGENCY FORMATION COMMISSION

COMMISSIONERS:

February 28, 2024

Cindy Gustafson
Chair (County)

Susan Rohan
Vice Chair (Public)

Joshua Alpine
(Special District)

Shanti Landon
(County)

Sean Lomen
(City)

Tracy Mendonsa
(City)

Rick Stephens
(Special District)

City of Auburn
Foresthill Fire Protection District
Newcastle Fire Protection District
Penryn Fire Protection District
Placer Hills Fire Protection District

Subject: Joint Operations Agreement and CA Government Code
Section 56134

Dear City of Auburn and Foresthill, Newcastle, Penryn, and Placer Hills Fire
Protection Districts:

ALTERNATE COMMISSIONERS:

Jim Holmes
(County)

William Kahrl
(Special District)

Jenny Knisley
(City)

Cherri Spriggs
(Public)

Thank you for providing data to and working diligently with the Placer County Local Agency Formation Commission (LAFCO) consultant, AP Triton, LLC, to complete the service review and sphere of influence study for fire protection service providers in western Placer County. LAFCO staff has received various sections of the study's administrative draft in the last few weeks, including the Penryn Fire Protection District (FPD) section. The Penryn FPD section discusses the Joint Operations Agreement (JOA) between the four fire protection districts dated September 22, 2021. Earlier this morning, I had a brief unrelated call with Chief Ian Gow, who stated that the City of Auburn is now a party to the JOA. (I do not have a copy of the amended JOA with the City of Auburn as a party.)

COUNSEL:

Michael Walker
General Counsel

The JOA appears to contemplate the complete transfer of responsibility for incident response, supervision, and command, as well as the assignment of firefighters and equipment among the parties to the agreement based on the location of incidents, without respect to the jurisdictional boundaries of the parties. The JOA also contemplates further agreements that may transfer responsibility for public and firefighter safety, fire prevention, and public education, among other things.

STAFF:

Michelle McIntyre
Executive Officer

Amy Engle
Commission Clerk

LAFCO staff also has received a copy of an "Agreement for Fire Chief, Duty Chief, Fire Marshal and Administrative Services" between Placer Hills FPD and Penryn FPD. That agreement provides for the transfer of 100% of the responsibility for providing incident management services, daily operations,

110 Maple Street Auburn, CA 95603
(530) 889-4097

<https://www.placer.ca.gov/lafco>

dispatch oversight, fire investigations, plan reviews, inspections, variances, and new development meetings amongst the jurisdictional boundaries of the parties of the agreement to the Placer Hills FPD.

California Government Code (GC) section 56134 (attached) addresses fire protection services contracts and agreements and, in summary, makes a fire protection contract or agreement subject to LAFCO review and written approval when it "[t]ransfers responsibility for providing services in more than 25 percent of the area within the jurisdictional boundaries of any public agency affected by the contract or agreement." Given the nature of the agreements among the parties, LAFCO staff believes the JOA and the Penryn-Placer Hills FPD agreement are subject to compliance with GC section 56134. However, as stated above, I only have one section (Penryn FPD) of the administrative service review draft and the 2021 version of the JOA. In addition, I do not know if the Penryn-Placer Hills FPD agreement remains in effect. Therefore, I may not have all the pertinent information.

If you believe the JOA is not subject to LAFCO review and approval, please provide an explanation and evidence supporting your position by April 1, 2024. Please also provide the most current version of the JOA and the Placer Hills and Penryn agreement. The next LAFCO Commission meeting is Wednesday, April 10, 2024, at 4 p.m.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michelle McIntyre', with a stylized flourish at the end.

Michelle McIntyre, MPA
Placer LAFCO Executive Officer

Copy: LAFCO Commission

Attachments: CA GC section 56134

State of California

GOVERNMENT CODE

Section 56134

56134. (a) (1) For the purposes of this section, “fire protection contract” means a contract or agreement for the exercise of new or extended fire protection services outside a public agency’s jurisdictional boundaries, as authorized by Chapter 4 (commencing with Section 55600) of Part 2 of Division 2 of Title 5 of this code or by Article 4 (commencing with Section 4141) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, except those contracts entered into pursuant to Sections 4143 and 4144 of the Public Resources Code, that does either of the following:

(A) Transfers responsibility for providing services in more than 25 percent of the area within the jurisdictional boundaries of any public agency affected by the contract or agreement.

(B) Changes the employment status of more than 25 percent of the employees of any public agency affected by the contract or agreement.

(2) A contract or agreement for the exercise of new or extended fire protection services outside a public agency’s jurisdictional boundaries, as authorized by Chapter 4 (commencing with Section 55600) of Part 2 of Division 2 of Title 5 of this code or Article 4 (commencing with Section 4141) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, except those contracts entered into pursuant to Sections 4143 and 4144 of the Public Resources Code, that, in combination with other contracts or agreements, would produce the results described in subparagraph (A) or (B) of paragraph (1) shall be deemed a fire protection contract for the purposes of this section.

(3) For the purposes of this section, “jurisdictional boundaries” shall include the territory or lands protected pursuant to a fire protection contract entered into on or before December 31, 2015. An extension of a fire protection contract entered into on or before December 31, 2015, that would produce the results described in subparagraph (A) or (B) of paragraph (1) shall be deemed a fire protection contract for the purposes of this section.

(b) Notwithstanding Section 56133, a public agency may provide new or extended services pursuant to a fire protection contract only if it first requests and receives written approval from the commission in the affected county pursuant to the requirements of this section.

(c) A request by a public agency for commission approval of new or extended services provided pursuant to a fire protection contract shall be made by the adoption of a resolution of application as follows:

(1) In the case of a public agency that is not a state agency, the application shall be initiated by the adoption of a resolution of application by the legislative body of

the public agency proposing to provide new or extended services outside the public agency's current jurisdictional boundaries.

(2) In the case of a public agency that is a state agency, the application shall be initiated by the director of the state agency proposing to provide new or extended services outside the agency's current jurisdictional boundaries and be approved by the Director of Finance.

(3) In the case of a public agency that is a local agency currently under contract with a state agency for the provision of fire protection services and proposing to provide new or extended services by the expansion of the existing contract or agreement, the application shall be initiated by the public agency that is a local agency and be approved by the Director of Finance.

(d) The legislative body of a public agency or the director of a state agency shall not submit a resolution of application pursuant to this section unless both of the following occur:

(1) The public agency does either of the following:

(A) Obtains and submits with the resolution a written agreement validated and executed by each affected public agency and recognized employee organization that represents firefighters of the existing and proposed service providers consenting to the proposed fire protection contract.

(B) Provides, at least 30 days prior to the hearing held pursuant to paragraph (2), written notice to each affected public agency and recognized employee organization that represents firefighters of the existing and proposed service providers of the proposed fire protection contract and submits a copy of each written notice with the resolution of application. The notice shall, at minimum, include a full copy of the proposed contract.

(2) The public agency conducts an open and public hearing on the resolution, conducted pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5) or the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2), as applicable.

(e) A resolution of application submitted pursuant to this section shall be submitted with a plan which shall include all of the following information:

(1) The total estimated cost to provide the new or extended fire protection services in the affected territory.

(2) The estimated cost of the new or extended fire protection services to customers in the affected territory.

(3) An identification of existing service providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.

(4) A plan for financing the exercise of the new or extended fire protection services in the affected territory.

(5) Alternatives for the exercise of the new or extended fire protection services in the affected territory.

(6) An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.

(7) The level and range of new or extended fire protection services.

(8) An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.

(9) An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is completed.

(10) A determination, supported by documentation, that the proposed fire protection contract meets the criteria established pursuant to subparagraph (A) or (B) of paragraph (1) or paragraph (2), as applicable, of subdivision (a).

(f) The applicant shall cause to be prepared by contract an independent fiscal analysis to be submitted with the application pursuant to this section. The analysis shall review and document all of the following:

(1) A thorough review of the plan for services submitted by the public agency pursuant to subdivision (e).

(2) How the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services.

(3) Any other information and analysis needed to support the findings required by subdivision (j).

(g) The clerk of the legislative body of a public agency or the director of a state agency adopting a resolution of application pursuant to this section shall file a certified copy of the resolution with the executive officer.

(h) (1) The executive officer, within 30 days of receipt of a public agency's request for approval of a fire protection contract, shall determine whether the request is complete and acceptable for filing or whether the request is incomplete. If a request does not comply with the requirements of subdivision (d), the executive officer shall determine that the request is incomplete. If a request is determined incomplete, the executive officer shall immediately transmit that determination to the requester, specifying those parts of the request that are incomplete and the manner in which they can be made complete. When the request is deemed complete, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete.

(2) The commission shall approve, disapprove, or approve with conditions the contract for new or extended services following the hearing at the commission meeting, as provided in paragraph (1). If the contract is disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration.

(i) (1) The commission shall not approve an application for approval of a fire protection contract unless the commission determines that the public agency will have

sufficient revenues to carry out the exercise of the new or extended fire protection services outside its jurisdictional boundaries, except as specified in paragraph (2).

(2) The commission may approve an application for approval of a fire protection contract where the commission has determined that the public agency will not have sufficient revenue to provide the proposed new or different functions or class of services, if the commission conditions its approval on the concurrent approval of sufficient revenue sources pursuant to Section 56886. In approving a proposal, the commission shall provide that, if the revenue sources pursuant to Section 56886 are not approved, the authority of the public agency to provide new or extended fire protection services shall not be exercised.

(j) The commission shall not approve an application for approval of a fire protection contract unless the commission determines, based on the entire record, all of the following:

(1) The proposed exercise of new or extended fire protection services outside a public agency's jurisdictional boundaries is consistent with the intent of this division, including, but not limited to, the policies of Sections 56001 and 56300.

(2) The commission has reviewed the fiscal analysis prepared pursuant to subdivision (f).

(3) The commission has reviewed any testimony presented at the public hearing.

(4) The proposed affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the effective date of the contract or agreement between the public agencies to provide the new or extended fire protection services.

(k) At least 21 days prior to the date of the hearing, the executive officer shall give mailed notice of that hearing to each affected local agency or affected county, and to any interested party who has filed a written request for notice with the executive officer. In addition, at least 21 days prior to the date of that hearing, the executive officer shall cause notice of the hearing to be published in accordance with Section 56153 in a newspaper of general circulation that is circulated within the territory affected by the proposal proposed to be adopted and shall post the notice of the hearing on the commission's Internet Web site.

(l) The commission may continue from time to time any hearing called pursuant to this section. The commission shall hear and consider oral or written testimony presented by any affected local agency, affected county, or any interested person who appears at any hearing called and held pursuant to this section.

(m) This section shall not be construed to abrogate a public agency's obligations under the Meyers-Milius-Brown Act (Chapter 10 (commencing with Section 3500) of Division 4 of Title 1).

(Amended by Stats. 2016, Ch. 165, Sec. 1. (AB 2910) Effective January 1, 2017.)

Placer Hills Fire District
Revenues and Expenses Budget vs. Actual
03/20/2024 73% FY elapsed

	Jul 1, '23 - Mar 20, 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
Revenue			
42010 Rental income	12,720.00	19,200.00	66.3%
Taxes			
40010 Current Secured Property	802,538.66	1,459,382.00	55.0%
40040 Railroad Unitary Property	753.01	1,369.00	55.0%
40050 Unitary Non-Unitary	13,919.58	25,308.00	55.0%
40060 Current Unsecured Prprty	30,047.25	31,615.00	95.0%
40090 Delinquent Unsecured	358.24	0.00	100.0%
40100 Current Supplemental	18,282.35	35,738.00	51.2%
40110 Delinquent Supplemental	90.99	0.00	100.0%
40180-RC0240 Timber tax	0.19	0.00	100.0%
40180 PHDFEE	224,636.00	408,429.00	55.0%
Total Taxes	1,090,626.27	1,961,841.00	55.6%
Non-operating Revenue			
42010 Investment income	26,449.73	15,000.00	176.3%
Total Non-operating Revenue	26,449.73	15,000.00	176.3%
Intergovernmental Revenue			
44350 Homeowners Tax Relief	3,994.83	7,813.00	51.1%
Total Intergovernmental Revenue	3,994.83	7,813.00	51.1%
Charges for Services			
46030 Direct Charges			
46030 PHDFEE 2004	184,521.15	335,493.00	55.0%
46030 MEASURE A	580,008.00	1,054,560.00	55.0%
Total 46030 Direct Charges	764,529.15	1,390,053.00	55.0%
46350 Fire Services			
Strike Team Deployments			
Strike Team reimbursements	64,629.13	180,000.00	35.9%
Strike Team Deployments - Other	113,155.82	0.00	100.0%
Total Strike Team Deployments	177,784.95	180,000.00	98.8%
Cal Fire requested resources	2,496.93	5,000.00	49.9%
Total 46350 Fire Services	180,281.88	185,000.00	97.4%
46360 Other Fees and Charges			
JOA Staffing reimbursement	10,795.10	10,000.00	108.0%
Adminstrative Services	206,676.25	330,682.00	62.5%
Code Inspection Fees	18,022.15	25,000.00	72.1%
Response recovery fees	1,792.59	2,500.00	71.7%
Total 46360 Other Fees and Charges	237,286.09	368,182.00	64.4%
Total Charges for Services	1,182,097.12	1,943,235.00	60.8%
48030 Miscellaneous Revenues			
Fleet Services	13,440.86	0.00	100.0%
48030 Miscellaneous Revenues - Other	13,184.12	5,000.00	263.7%
Total 48030 Miscellaneous Revenues	26,624.98	5,000.00	532.5%
5460 Capital Assets	0.00	339,272.00	0.0%
5520 Capital Equipment	0.00	50,000.00	0.0%
47010 Donations	50.00	200.00	25.0%
Grants			
Cal Fire VFA	9,299.22	0.00	100.0%
Total Grants	9,299.22	0.00	100.0%
Total Revenue	2,351,862.15	4,341,561.00	54.2%

Placer Hills Fire District
Revenues and Expenses Budget vs. Actual
03/20/2024 73% FY elapsed

	Jul 1, '23 - Mar 20, 24	Budget	% of Budget
Total Income	2,351,862.15	4,341,561.00	54.2%
Gross Profit	2,351,862.15	4,341,561.00	54.2%
Expense			
Pension Obligation Bond	72,175.00	72,175.00	100.0%
Future Apparatus Replacement	0.00	250,000.00	0.0%
Future Equipment replacement	0.00	50,000.00	0.0%
Future Facilities Improvements	0.00	75,000.00	0.0%
Bank Service Charges	123.35	500.00	24.7%
Building Improvements	10,520.16	30,000.00	35.1%
Dues and Subscriptions	1,320.00	3,050.00	43.3%
Fire Prevention	1,914.41	4,500.00	42.5%
Gas, Diesel and Oil	37,926.27	60,000.00	63.2%
Insurance	163,646.00	163,646.00	100.0%
Lease Payments	8,851.30	10,000.00	88.5%
Legal Fees	6,192.04	15,000.00	41.3%
Medical	14,363.32	20,000.00	71.8%
Miscellaneous	4,922.43	1,000.00	492.2%
Office	5,257.08	6,000.00	87.6%
Payroll Expenses			
JOA staffing	26,868.95	15,000.00	179.1%
Benefits			
CalPERS retirement	148,438.55	210,000.00	70.7%
CalPERS UAL annual contribution	1,300.00	1,300.00	100.0%
Health/Dental/Life benefits	185,722.38	282,000.00	65.9%
457 Deferred Compensation	87,636.51	70,000.00	125.2%
Total Benefits	423,097.44	563,300.00	75.1%
Wages			
Administration	256,181.08	350,000.00	73.2%
Full-time permanent	774,111.30	1,350,000.00	57.3%
Limited Term Firefighters	289,093.52	215,500.00	134.2%
Part-time	2,812.12	3,500.00	80.3%
Overtime	194,672.96	287,500.00	67.7%
Out of Class	1,420.25	500.00	284.1%
Strike Teams	49,283.61	95,000.00	51.9%
Mechanic	50,751.85	35,000.00	145.0%
Paid Sick Leave	2,957.13	1,500.00	197.1%
Total Wages	1,621,283.82	2,338,500.00	69.3%
Payroll Taxes	32,309.79	36,000.00	89.7%
Disability Payments	1,653.59	2,000.00	82.7%
Unemployment Insurance	166.00	4,000.00	4.2%
Payroll Expenses - Other	247.49	0.00	100.0%
Total Payroll Expenses	2,105,627.08	2,958,800.00	71.2%
Planned Expenditure			
Grant Expenditures			
Cal Fire	-3,761.41	0.00	100.0%
Total Grant Expenditures	-3,761.41	0.00	100.0%
Safety Equipment	1,777.49	12,000.00	14.8%
Planned Assets			
Administration Building	0.00	66,936.00	0.0%
Equipment	23,910.61	50,000.00	47.8%

Placer Hills Fire District
Revenues and Expenses Budget vs. Actual
03/20/2024 73% FY elapsed

	Jul 1, '23 - Mar 20, 24	Budget	% of Budget
Apparatus	222,139.44	242,336.00	91.7%
Total Planned Assets	246,050.05	359,272.00	68.5%
Total Planned Expenditure	244,066.13	371,272.00	65.7%
Professional Fees	29,279.13	40,000.00	73.2%
Repairs and Maintenance			
PPE repairs and maintenance	80.50	2,500.00	3.2%
Facilities			
Admin offices	12,907.51	15,000.00	86.1%
St 84 maintenance	3,708.16	5,000.00	74.2%
St 85 maintenance	840.38	5,500.00	15.3%
St 86 maintenance	3,398.65	6,000.00	56.6%
Total Facilities	20,854.70	31,500.00	66.2%
Equipment Repairs			
Apparatus Equipment	5,117.56	0.00	100.0%
Apparatus Maintenance	63,195.11	0.00	100.0%
Equipment Repairs - Other	1,430.95	70,000.00	2.0%
Total Equipment Repairs	69,743.62	70,000.00	99.6%
Total Repairs and Maintenance	90,678.82	104,000.00	87.2%
Station Supplies & Tools	4,270.90	5,000.00	85.4%
Strike Team Expenses	340.69	5,000.00	6.8%
Tax Collections	43,641.09	43,492.00	100.3%
Training and Fitness	9,149.41	25,000.00	36.6%
Uniform Costs	7,201.28	15,000.00	48.0%
Utilities	50,183.05	60,000.00	83.6%
Volunteer Awards	0.00	1,500.00	0.0%
Total Expense	2,911,648.94	4,389,935.00	66.3%
Net Ordinary Income	-559,786.79	-48,374.00	1,157.2%
Other Income/Expense			
Other Income			
Interest Income	145.57	0.00	100.0%
Total Other Income	145.57	0.00	100.0%
Net Other Income	145.57	0.00	100.0%
Net Income	-559,641.22	-48,374.00	1,156.9%

03/21/24
Accrual Basis

Placer Hills Fire District
US Bank Checking Account
As of March 20, 2024

Type	Date	Num	Name	Amount	Balance
Checking US Bank					140,594.28
Bill Pmt -Check	02/25/2024	18111	Meadow Vista Wate...	-186.35	140,407.93
Bill Pmt -Check	02/25/2024	18113	AT&T	-46.89	140,361.04
Paycheck	02/26/2024	18075	Ahlberg, Kaden E	-2,821.42	137,539.62
Paycheck	02/26/2024	18076	Bennett, Zachary R	-1,186.65	136,352.97
Paycheck	02/26/2024	18077	Bevilacqua, Ryan D	-1,765.31	134,587.66
Paycheck	02/26/2024	18078	Burbank, Dillon P	-1,921.34	132,666.32
Paycheck	02/26/2024	18079	Craig, Kelley L	-2,356.61	130,309.71
Paycheck	02/26/2024	18080	D'Ambrogi, Mark	-1,434.90	128,874.81
Paycheck	02/26/2024	18081	Dean, Michelle L	-2,486.11	126,388.70
Paycheck	02/26/2024	18082	Fairchild, Rhiannon J	-1,010.75	125,377.95
Paycheck	02/26/2024	18083	Froggatt, Anthony D	-4,057.46	121,320.49
Paycheck	02/26/2024	18084	Gow, Ian M	-4,261.50	117,058.99
Paycheck	02/26/2024	18085	Hodges, Brian N	-1,788.83	115,270.16
Paycheck	02/26/2024	18087	Lippold, John T	-2,433.19	112,836.97
Paycheck	02/26/2024	18089	Nelson, Patrick S	-2,293.23	110,543.74
Paycheck	02/26/2024	18090	Newby, Joshua N	-2,224.98	108,318.76
Paycheck	02/26/2024	18091	Reams, Eric O	-2,407.99	105,910.77
Paycheck	02/26/2024	18092	Roy, Tyler M	-1,186.64	104,724.13
Paycheck	02/26/2024	18093	Slusher, Matthew A	-4,054.29	100,669.84
Paycheck	02/26/2024	18095	Williamson, John W	-2,710.15	97,959.69
Paycheck	02/26/2024	18096	Wood, Justin C	-2,467.78	95,491.91
Paycheck	02/26/2024	18086	Husse, Nathan Q	-1,610.00	93,881.91
Paycheck	02/26/2024	18088	Morris, Wesley C	-1,704.48	92,177.43
Paycheck	02/26/2024	18094	Van Dam, Colby	-1,601.18	90,576.25
Liability Check	02/27/2024	18072	Cal PERS 457 Plan	-3,546.87	87,029.38
Liability Check	02/27/2024	18073	CAL PERS	-593.50	86,435.88
Liability Check	02/27/2024	18074	CAL PERS	-13,579.28	72,856.60
Deposit	02/27/2024			100,000.00	172,856.60
Bill Pmt -Check	02/28/2024	6682	Advantage Gear, Inc	-39.95	172,816.65
Bill Pmt -Check	02/28/2024	6683	Amerigas	-151.84	172,664.81
Bill Pmt -Check	02/28/2024	6684	AT&T Calnet	-158.06	172,506.75
Bill Pmt -Check	02/28/2024	6685	Boyle Future Techn...	-147.00	172,359.75
Bill Pmt -Check	02/28/2024	6686	Capitol Public Finan...	-750.00	171,609.75
Bill Pmt -Check	02/28/2024	6687	Fire Apparatus Solut...	-139.66	171,470.09
Bill Pmt -Check	02/28/2024	6688	G & T Truck Repair	-5,675.87	165,794.22
Bill Pmt -Check	02/28/2024	6689	Hall's Towing Inc.	-625.00	165,169.22
Bill Pmt -Check	02/28/2024	6690	Hunt & Sons, Inc	-1,399.06	163,770.16
Bill Pmt -Check	02/28/2024	6691	Kimball Midwest	-158.01	163,612.15
Bill Pmt -Check	02/28/2024	6692	Meadow Vista Hard...	-151.20	163,460.95
Bill Pmt -Check	02/28/2024	6693	Municipal Emergenc...	-459.64	163,001.31
Bill Pmt -Check	02/28/2024	6694	N. C. S. D. I. A.	-62,705.00	100,296.31
Bill Pmt -Check	02/28/2024	6695	Norris Electric Corp	-1,245.05	99,051.26
Bill Pmt -Check	02/28/2024	6696	Occu-Med, Ltd.	-572.94	98,478.32
Bill Pmt -Check	02/28/2024	6697	Optimum	-440.71	98,037.61
Bill Pmt -Check	02/28/2024	6698	PG & E	-2,368.25	95,669.36
Bill Pmt -Check	02/28/2024	6699	Placer Door & Gates	-345.00	95,324.36
Bill Pmt -Check	02/28/2024	6700	Recology Auburn Pl...	-140.61	95,183.75
Bill Pmt -Check	02/28/2024	6701	Sierra Building Syst...	-1,592.93	93,590.82
Bill Pmt -Check	02/28/2024	6702	Smith & Newell CPAs	-500.00	93,090.82
Bill Pmt -Check	02/28/2024	6703	US Bank Equipment...	-406.64	92,684.18
Bill Pmt -Check	02/28/2024	6704	WPC Fire Chiefs As...	-360.00	92,324.18
Bill Pmt -Check	02/28/2024	18097	Shell Small Business	-2,404.69	89,919.49
Liability Check	02/28/2024	18098	UnitedHealthcare In...	-129.02	89,790.47
Liability Check	02/28/2024	18099	EDD	0.00	89,790.47
Liability Check	02/28/2024	18100	EFTPS	-9,903.96	79,886.51
Liability Check	02/28/2024	18101	EDD	-3,633.31	76,253.20
Liability Check	02/29/2024	18102	Principal Life	0.00	76,253.20
Liability Check	02/29/2024	18103	AFLAC	-1,229.96	75,023.24
Check	02/29/2024			-0.91	75,022.33
Deposit	02/29/2024			13.28	75,035.61
Liability Check	03/01/2024	6705	Nevada Cnty Profes...	-2,555.00	72,480.61
Liability Check	03/01/2024	18104	Cal PERS 457 Plan	-4,577.97	67,902.64
Deposit	03/01/2024			150,000.00	217,902.64
Liability Check	03/01/2024	18105	CAL PERS	-13,970.01	203,932.63
Liability Check	03/01/2024	18106	Cal PERS Health	0.00	203,932.63
Liability Check	03/01/2024	18107	Cal PERS Health	-19,008.14	184,924.49
Liability Check	03/01/2024	18108	Principal Life	-2,458.91	182,465.58

03/21/24
Accrual Basis

Placer Hills Fire District
US Bank Checking Account
As of March 20, 2024

Type	Date	Num	Name	Amount	Balance
Bill Pmt -Check	03/01/2024	18109	EDD	-247.52	182,218.06
Liability Check	03/01/2024	18110	CoPower	-322.10	181,895.96
Paycheck	03/11/2024	18115	Bennett, Zachary R	-1,186.66	180,709.30
Paycheck	03/11/2024	18116	Bevilacqua, Ryan D	-1,664.63	179,044.67
Paycheck	03/11/2024	18117	Burbank, Dillon P	-3,112.77	175,931.90
Paycheck	03/11/2024	18118	Craig, Kelley L	-3,284.12	172,647.78
Paycheck	03/11/2024	18120	Dean, Michelle L	-2,636.11	170,011.67
Paycheck	03/11/2024	18121	Fairchild, Rhiannon J	-1,131.13	168,880.54
Paycheck	03/11/2024	18122	Froggatt, Anthony D	-4,029.25	164,851.29
Paycheck	03/11/2024	18124	Hodges, Brian N	-2,936.35	161,914.94
Paycheck	03/11/2024	18126	Lippold, John T	-3,212.75	158,702.19
Paycheck	03/11/2024	18127	Morris, Wesley C	-3,645.17	155,057.02
Paycheck	03/11/2024	18128	Nelson, Patrick S	-3,985.43	151,071.59
Paycheck	03/11/2024	18129	Newby, Joshua N	-1,017.42	150,054.17
Paycheck	03/11/2024	18130	Poganski, Jacob H	-503.14	149,551.03
Paycheck	03/11/2024	18131	Poganski, Jonathan D	-486.14	149,064.89
Paycheck	03/11/2024	18132	Reams, Eric O	-3,940.69	145,124.20
Paycheck	03/11/2024	18133	Roy, Tyler M	-2,450.73	142,673.47
Paycheck	03/11/2024	18134	Slusher, Matthew A	-4,074.98	138,598.49
Paycheck	03/11/2024	18136	Williamson, John W	-4,244.20	134,354.29
Paycheck	03/11/2024	18137	Wood, Justin C	-3,111.74	131,242.55
Paycheck	03/11/2024	18138	Wright-Palombi, Do...	-100.32	131,142.23
Paycheck	03/11/2024	18123	Gow, Ian M	-4,201.01	126,941.22
Paycheck	03/11/2024	18114	Ahlberg, Kaden E	-2,813.16	124,128.06
Paycheck	03/11/2024	18119	D'Ambrogi, Mark	-1,425.93	122,702.13
Paycheck	03/11/2024	18125	Husse, Nathan Q	-1,594.18	121,107.95
Paycheck	03/11/2024	18135	Van Dam, Colby	-1,601.18	119,506.77
Liability Check	03/12/2024	18139	EFTPS	-14,269.30	105,237.47
Liability Check	03/12/2024	18140	EDD	-5,777.79	99,459.68
Liability Check	03/12/2024	18141	Cal PERS 457 Plan	-4,062.42	95,397.26
Liability Check	03/12/2024	18142	CAL PERS	-13,518.93	81,878.33
Bill Pmt -Check	03/12/2024	18143	CAL PERS	-1,400.00	80,478.33
Bill Pmt -Check	03/14/2024	6706	Active 911, Inc.	-630.00	79,848.33
Bill Pmt -Check	03/14/2024	6707	Anderson's Sierra Pi...	-63.28	79,785.05
Bill Pmt -Check	03/14/2024	6708	AT&T Calnet	-157.97	79,627.08
Bill Pmt -Check	03/14/2024	6709	Banner Comm. & El...	-2,828.89	76,798.19
Bill Pmt -Check	03/14/2024	6710	Big Brand Tire & Ser...	-784.81	76,013.38
Bill Pmt -Check	03/14/2024	6711	Brookcrest Water C...	-224.00	75,789.38
Bill Pmt -Check	03/14/2024	6712	California Safety Tra...	-1,750.00	74,039.38
Bill Pmt -Check	03/14/2024	6713	G & T Truck Repair	-2,154.28	71,885.10
Bill Pmt -Check	03/14/2024	6714	Harris Industrial Gas...	-62.25	71,822.85
Bill Pmt -Check	03/14/2024	6715	Hills Flat Lumber Co...	-4.82	71,818.03
Bill Pmt -Check	03/14/2024	6716	Hunt & Sons, Inc	-853.21	70,964.82
Bill Pmt -Check	03/14/2024	6717	Kingsley Bogard LLP	-422.50	70,542.32
Bill Pmt -Check	03/14/2024	6718	Napa Auto Parts	-348.56	70,193.76
Bill Pmt -Check	03/14/2024	6719	Norris Electric Corp	-255.00	69,938.76
Bill Pmt -Check	03/14/2024	6720	PG & E	-2,192.79	67,745.97
Bill Pmt -Check	03/14/2024	6721	RCN Communicatio...	-3,225.00	64,520.97
Bill Pmt -Check	03/14/2024	6722	Recology Auburn Pl...	-140.61	64,380.36
Bill Pmt -Check	03/14/2024	6723	Sierra Office Supply ...	-38.34	64,342.02
Bill Pmt -Check	03/14/2024	6724	T-Mobile	-155.75	64,186.27
Bill Pmt -Check	03/14/2024	6725	US Bank	-12,084.02	52,102.25
Bill Pmt -Check	03/14/2024	6726	US Bank Equipment...	-441.75	51,660.50
Bill Pmt -Check	03/14/2024	6727	Winner Chevrolet Inc.	-138.60	51,521.90
Paycheck	03/15/2024	18144	Newby, Joshua N	-1,653.59	49,868.31
Liability Check	03/18/2024	18145	CAL PERS	-202.77	49,665.54
Total Checking US Bank				-90,928.74	49,665.54
TOTAL				-90,928.74	49,665.54

Placer Hills Fire District

Overtime

February 22 through March 20, 2024

	Num	Date	Payroll Item	Amount
Battalion Chief OT				
	18089	02/26/2024	Battalion Chief OT	0.00
	18093	02/26/2024	Battalion Chief OT	1,511.91
	18095	02/26/2024	Battalion Chief OT	286.22
	18128	03/11/2024	Battalion Chief OT	2,592.51
	18134	03/11/2024	Battalion Chief OT	1,526.04
	18136	03/11/2024	Battalion Chief OT	2,497.92
Total Battalion Chief OT				8,414.60
Limited Term Firefighters OT				
	18075	02/26/2024	Limited Term Firefighters OT	1,387.68
	18076	02/26/2024	Limited Term Firefighters OT	0.00
	18092	02/26/2024	Limited Term Firefighters OT	0.00
	18086	02/26/2024	Limited Term Firefighters OT	0.00
	18094	02/26/2024	Limited Term Firefighters OT	0.00
	18115	03/11/2024	Limited Term Firefighters OT	0.00
	18133	03/11/2024	Limited Term Firefighters OT	1,488.00
	18114	03/11/2024	Limited Term Firefighters OT	1,387.68
	18125	03/11/2024	Limited Term Firefighters OT	0.00
	18135	03/11/2024	Limited Term Firefighters OT	0.00
Total Limited Term Firefighters OT				4,263.36
Ofc.Manager OT				
	18081	02/26/2024	Ofc.Manager OT	288.48
	18120	03/11/2024	Ofc.Manager OT	486.81
Total Ofc.Manager OT				775.29
Overtime				
	18077	02/26/2024	Overtime	0.00
	18078	02/26/2024	Overtime	0.00
	18079	02/26/2024	Overtime	90.48
	18083	02/26/2024	Overtime	2,171.52
	18085	02/26/2024	Overtime	0.00
	18087	02/26/2024	Overtime	348.48
	18090	02/26/2024	Overtime	0.00
	18091	02/26/2024	Overtime	0.00
	18096	02/26/2024	Overtime	83.68
	18088	02/26/2024	Overtime	0.00
	18116	03/11/2024	Overtime	0.00
	18117	03/11/2024	Overtime	1,781.15
	18118	03/11/2024	Overtime	1,538.16
	18122	03/11/2024	Overtime	2,103.66
	18124	03/11/2024	Overtime	1,739.04
	18126	03/11/2024	Overtime	1,393.92
	18127	03/11/2024	Overtime	3,006.72
	18129	03/11/2024	Overtime	0.00
	18132	03/11/2024	Overtime	2,076.00
	18137	03/11/2024	Overtime	1,004.16

Placer Hills Fire District

Overtime

February 22 through March 20, 2024

Num	Date	Payroll Item	Amount
18138	03/11/2024	Overtime	0.00
18144	03/15/2024	Overtime	0.00
			<hr/>
			17,336.97

Total Overtime

PLACER HILLS FIRE MITIGATION
Revenues and Expenses Budget vs. Actual
July 1, 2023 through March 20, 2024

	<u>Jul 1, '23 - Mar 20, 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
PG700022 Mitigation Fees				
Revenues				
Mitigation Fees	61,751.16	63,375.00	-1,623.84	97.4%
Winchester Fees	25,890.80	64,000.00	-38,109.20	40.5%
Total Revenues	87,641.96	127,375.00	-39,733.04	68.8%
42010 Investment Income	1,461.90	1,000.00	461.90	146.2%
Total PG700022 Mitigation Fees	89,103.86	128,375.00	-39,271.14	69.4%
Total Income	89,103.86	128,375.00	-39,271.14	69.4%
Expense				
GL52260 Misc Expense	5,001.00	0.00	5,001.00	100.0%
GL54440 Building/Improvements				
SC5190 Training Facility	0.00	10,000.00	-10,000.00	0.0%
SC5190 Admin Building interest	2,728.63	2,729.00	-0.37	100.0%
SC5190 Admin Building Principal	63,310.00	63,310.00	0.00	100.0%
Total GL54440 Building/Improvements	66,038.63	76,039.00	-10,000.37	86.8%
GL54460 Fixed Assets				
SC4770 Smeal engine interest	0.00	1,535.00	-1,535.00	0.0%
SC4710 Smeal engine principal	0.00	50,801.00	-50,801.00	0.0%
Total GL54460 Fixed Assets	0.00	52,336.00	-52,336.00	0.0%
Total Expense	71,039.63	128,375.00	-57,335.37	55.3%
Net Income	18,064.23	0.00	18,064.23	100.0%

PLACER COUNTY

LOCAL AGENCY FORMATION COMMISSION

Electronic Transmittal

COMMISSIONERS:

Cindy Gustafson
Chair (County)

Susan Rohan
Vice Chair (Public)

Joshua Alpine
(Special District)

Shanti Landon
(County)

Sean Lomen
(City)

Tracy Mendonsa
(City)

Rick Stephens
(Special District)

**ALTERNATE
COMMISSIONERS:**

Jim Holmes
(County)

William Kahrl
(Special District)

Jenny Knisley
(City)

Cherri Spriggs
(Public)

COUNSEL:

Michael Walker
General Counsel

STAFF:

Michelle McIntyre
Executive Officer

Amy Engle
Commission Clerk

Date: February 27, 2024
To: Special District Presiding Officer c/o Clerk of the District
From: Michelle McIntyre
Re: Selection of a Special District Representative and Alternate

On January 17, 2024, LAFCO requested the Special Districts Presiding Officers consider nominating one or two special district board member(s) to serve as the Special District and Alternate Special District Representative on LAFCO.

We received several nominations for both seats within the deadline. Some nominees were nominated as the voting and alternate voting members. As a result, we ask you to complete the ballots in the following manner:

Regular Voting Special District Representative Ballot

- Choose one candidate only.

Alternate Special District Representative Ballot

- Choose your *first-choice* candidate by writing the number 1 next to their name.
- Choose your *second-choice* candidate by writing the number 2 next to their name.

We will count the ballots for the Special District Representative before tallying the votes for the alternate voting member seat. We will only use your second-choice candidate for the Alternate Representative if your first choice was selected as the regular voting member.

To be considered valid, ballots must be signed by the presiding officer of a special district, or another board member designated by the board. Ballots from a quorum of the Special Districts must be received for the election to be valid, and the person receiving the most votes for each seat shall be appointed. This memo contains ballots and any submitted Statement of Qualifications from the candidates.

Please return completed ballots via email to lafco@placer.ca.gov no later than **Friday, April 26, 2024, at 4 pm.**

110 Maple Street Auburn, CA 95603
(530) 889-4097
<https://www.placer.ca.gov/lafco>

Ballot: Selection of Regular Voting Special District Representative on LAFCO

Please choose one candidate:

_____ **H. Gordon Ainsleigh, Auburn Area Recreation and Park District Director**

Nominated by:

Auburn Area Recreation and Park District

_____ **Joshua Alpine, Placer County Water Agency Director**

Nominated by:

North Tahoe Public Utility District

Placer County Water Agency

Tahoe City Public Utility District

_____ **Peter Gilbert, Placer Mosquito & Vector Control District Trustee**

Nominated by:

Placer Mosquito & Vector Control District

_____ **Richard Hercules, Foresthill Fire Protection District President**

Nominated by:

Foresthill Fire Protection District

_____ **William Kahrl, Newcastle Fire Protection District President**

Nominated by:

Newcastle Fire Protection District

Penryn Fire Protection District

Placer Hills Fire Protection District

_____ **Luke Ragan, North Tahoe Fire Protection District Vice President**

Nominated by:

North Tahoe Fire Protection District

_____ **Teresa Ryland, South Placer Fire Protection District Director**

Nominated by:

South Placer Fire Protection District

Name of Special District: _____

Presiding Officer Printed Name

Presiding Officer Signature

Must be received by LAFCO via email at LAFCO@placer.ca.gov no later than Friday, April 26, 2024 by 4pm.

Ballot: Selection of Alternate Special District Representative on LAFCO

Please choose two candidates, numbering your first choice 1 and second choice 2.

Your second choice will be counted in the event your first choice is voted in as the LAFCO Special District Regular Voting Member.

_____ **H. Gordon Ainsleigh, Auburn Area Recreation and Park District Director**

Nominated by:

Auburn Area Recreation and Park District

_____ **Joshua Alpine, Placer County Water Agency Director**

Nominated by:

Placer Hills Fire Protection District

_____ **Judy Friedman, Tahoe City Public Utility District Director**

Nominated by:

Alpine Springs Community Water District

North Tahoe Public Utility District

Placer County Water Agency

Tahoe City Public Utility District

_____ **William Kahrl, Newcastle Fire Protection District President**

Nominated by:

Penryn Fire Protection District

_____ **Luke Ragan, North Tahoe Fire Protection District Vice President**

Nominated by:

North Tahoe Fire Protection District

_____ **Teresa Ryland, South Placer Fire Protection District Director**

Nominated by:

Newcastle Fire Protection District

South Placer Fire Protection District

Name of Special District: _____

Presiding Officer Printed Name

Presiding Officer Signature

Must be received by LAFCO via email at LAFCO@placer.ca.gov no later than Friday, April 26, 2024 by 4pm.

110 Maple Street Auburn, CA 95603

(530) 889-4097

<https://www.placer.ca.gov/lafco>

I am Gordon Ainsleigh, 20-year Board Member of Auburn Recreation District. It has been my fortune, debatably good or bad, to have been president of two boards of directors at a time of crisis.

One was with Midway Heights County Water District in the late 1980s, when the EPA chose us as the first-in-the-nation community water district to attack, and force into chlorination. So in spite of the fact that the head of the National Cancer Institute had recently bragged about the new science showing that chlorinated water caused bowel and bladder cancer, and in spite of our Board's stance that we wanted to pursue ozonization for clean water, the Court went with the statement of the California State Health Officer that chlorinated water did not cause cancer, and we were forced to comply, trading the present giardia risk for a future bowel and bladder cancer risk. Our two small victories were that the EPA started with a proposed \$500,000 fine, and we maneuvered them down to \$37,500, and that we found a way to get the chlorinated water lines installed for less than half of the government-recommended approach, on a time-payment plan that was easy for our customers. It was a tempestuous time. I had taken the Presidency when the hall was full of angry customers, our past president was being unjustly prosecuted, and no one else was willing to sit behind the microphone. I changed the way meetings were handled, and two months later we had a peaceful nearly-empty hall, and could get on with business.

When I got elected to ARD, our organization was the least-trusted and most criticized special district in the Auburn Area. I was the only one who saw what the problem was. ARD had gone through 4 nightmare District Administrators in 10 years. All were wizards at resumes and interviews, but were either inept or dishonest, or both, at managing our recreation district. I also saw what no one else saw: that Placer High School District and Sierra College had also prospered as long as they hired people from within who had proven they were trustworthy and talented; but when they did a national search to get THE BEST, disaster struck. Sierra College paid out \$600,000 to a female librarian who had been bullied by their new wonder administrator, and Placer High School District had to pass a \$23,000,000 local bond to pay for the new high school in Foresthill, because their wonder administrator had deliberately not applied for 1994 State School Bond money that would have built Foresthill High School. Why? Because Mr Wonderful needed passage of a local bond in his resume to get the top job at wealthy Acalanes HSD, which pays twice as much as Placer HSD, and require superintendents with a proven record of bond passage, who can persuade their wealthy citizens in Orinda and Moraga and Lafayette to pass the many bonds and parcel taxes that support their elite school system. I saw that we had to hire from within, and that we had a bright, hard-working, honest young man with a degree in Recreation Management from Northern Colorado University named Kahl Muscott who could save us from disaster. For two month in a row, the rest of the ARD Board ridiculed me because Kahl didn't have the experience. Finally, I got together with the consultant who was doing the nationwide search, and we came up with a plan: hire the new Wonder Administrator for 6 months to teach Kahl how to do the job. Our new wonder administrator was so good that he left after 3 months to build a park from the ground up at decommissioned El Toro Marine Airbase, but Kahl knew enough by then to carry on. And ARD is now a model of success among special districts.

It seems likely that LAFCO could use a person like me on the Board, to see the problems that others don't see, and to formulate solutions that others don't comprehend. That's what I have done, repeatedly. My priorities are simple: to make sure that every LAFCO decision benefits the quality of life of the people who can be affected by that decision.

Joshua Alpine

District 5 Director, Placer County Water Agency | Special District Member, Placer LAFCo

Joshua Alpine is the District 5 Director for Placer County Water Agency (PCWA), where he oversees the Agency's vital efforts to provide an affordable, reliable, and sustainable water supply to the people, environment, and economy of Placer County and the region.

Joshua currently serves on the Placer Local Agency Formation Commission (Commission); he was elected in 2016 to represent Special Districts. He also served on the Commission from 2011-2012, including a term as Chair representing the City of Colfax.

As current President of the Board of Directors for Project GO, Inc., Joshua is engaged in providing affordable housing and energy efficiency programs for low- and moderate-income working families and senior citizens in our area.

Joshua recently served on the Placer County Economic Development Board and the Association of California Water Agencies (ACWA) Board, serving as Chair of ACWA's Region 3 Board from 2015-2023 (Alpine, Amador, Calaveras, El Dorado, Inyo, Lassen, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Sierra, and Tuolumne Counties). He also serves from time to time as a member of numerous other committees and task forces.

Prior to serving as a Director for PCWA, Joshua served on the Colfax City Council from 2003-2012, including two terms as Mayor. During that time, he was very involved in wastewater, regional water, and land planning issues.

Joshua works effectively with elected officials and agencies at the local, state, and federal levels, including the Regional Water Quality Control Board and the State Water Resources Control Board, developing solutions to water and land use policies that affect our region. At the federal level, he has worked with the U.S. Environmental Protection Agency, U.S. Corps of Engineers, U.S. Department of Agriculture, and the U.S. Department of Housing & Urban Development.

Joshua has a B.S. in Information Systems Management and holds a California State Hydro Power System Operator certification. He worked as a Hydro System Operator from 2003-2009 for Pacific Gas & Electric (PG&E) operating the Bear, South Yuba, and the American Middle Fork river systems; he is currently a Lead System Operator for PG&E's electric transmission system. Joshua is also a member of the Placer County Historical Society and Colfax Lions Club. Joshua lives in Colfax.

Judy Friedman
Director, Tahoe City Public Utility District
Candidate for Placer County LAFCO Special District Alternate Seat

Judy Friedman has been a full-time resident of Tahoe City, located in the unincorporated area of Placer County, for over 50 years.

Friedman was elected to the Tahoe City Public Utility District (TCPUD) Board of Directors in 2008 and is currently serving her 4th publicly elected term. In addition to serving as a director for TCPUD, Friedman has served a variety of community organizations over the years, both as a volunteer and Board member. She is currently the President of Sierra Senior Services and is a small-business owner. Friedman has experience in both the public and private sectors and appreciates the fiduciary responsibility that comes with the office she seeks.

In her role as a public servant, Friedman makes decisions based on sound financial principles and respect for the needs and concerns of residents and the business community.

There has been tremendous growth in Placer County. LAFCO is charged with helping identify ways to organize, simplify, and streamline government and make sure that services are provided efficiently and economically. That requires thoughtful and creative solutions and well-informed decision makers.

Tahoe City was a small town in the '70s. The issues were modest, and the quality of life was hard to beat. As Placer County continues to grow, Friedman believes we need to work hard to balance quality of life while meeting growing service challenges. Friedman is fully committed to serving the citizens of Placer County in this effort, in a collaborative and transparent manner.

Judy Friedman is asking for your support to serve as Special District Alternate Commissioner and appreciates the trust that comes with your vote.

PETER GILBERT

peter-gilbert@sbcglobal.net

Current Chair, Lincoln Planning Commission

Former Councilman/Mayor. City of Lincoln

Former Councilman/Mayor. City of Foster City

Current Board Member, Placer County Mosquito & Vector Control District

Former President/Treasurer, Lincoln Hills Comm. Assoc.

Current member Lincoln Hills Foundation, Board of Directors

Former member Placer County Grand Jury

Former President – League of California Cities Peninsula Division

33 Cities in San Francisco, San Mateo and Santa Clara Counties

Former Chair, San Mateo County Criminal Justice Council

San Francisco State University – Speech Major -Radio/TV

U S Army Intelligence Corp. Sgt., E-6 Honorable Discharge

San Mateo County Safety Man of the Year for efforts funding a major highway project. (92/101 highway interchange)

Executive management experience. I have managed groups as large as 5,000 employees.

Statement of Qualifications for Election to Placer LAFCO

Richard Hercules, President, Foresthill Fire Protection District

The Opportunity for Placer County

It is certain that the special districts within Placer County will have new challenges in their opportunities and manner in which they provide unique services to the public. These serviced communities need to be bound together to develop organizational solutions for the County. These may be that is different than what exists, but again, to the benefit of the public. New state laws will also affect those districts, governments, and their purposes.

Placer County has been affected by the increased rate of development in most all areas. Special districts will be affected, but are largely managed by elected volunteers and staff that focus on the operations of that district. It is apparent that there are separations between the larger urban districts and the more remote districts, but some effort is expected to better align these groups for the issues of the County. LAFCO, with staff and support from Placer County officials, the special district volunteers and local city officials, can evaluate impacts of growth and development on these districts and urban communities and effect change. Appropriately, citizens of Placer County have expectations of services at many levels, particularly those funded by property taxes and assessment measures.

My Background

Much of my career in private industry was the development, operation of new businesses and organizations to deliver a service or product to a wide range of users. In almost all cases, my skills in these efforts required knowledge in long term planning, policy development, defined organizational structure, and legislative and financial management. Accordingly, conflict resolution and the need to manage negotiations for those opportunities is part of that environment. Further, my experience in mergers and acquisitions has broadened my perspectives in finding solutions beneficial to those parties involved, however disparate.

I have many strengths to work and balance improvements of these services through separation, consolidations or restructuring. While these activities are within the purview of LAFCO, I would apply the reality of the needs of the County and its citizens. In the last 5 years of my work with the Foresthill Fire Protection District board, I can offer that the district is better managed in this period than some of its previous history, and with better engagement and appreciation by the community it serves. This is the type of energy and commitment I would apply to this appointment. I look forward to discuss and understand the particular issues your district is experiencing. I can be reached through the Fire District web site or by telephone.

**STATEMENT OF QUALIFICATIONS
PLACER LOCAL AGENCY FORMATION COMMISSION
WILLIAM KAHRL**

My name is Bill Kahrl. For the last 24 years, my wife Kathleen and I have been working together with local community leaders, business owners, elected officials, friends and neighbors to protect and, where possible, to enhance the quality of life we all enjoy in Placer County.

In that connection, I am just beginning my fourth term as President of the Newcastle Fire Protection District. We've accomplished a lot. In 2023, we opened the new fire station in Newcastle that had been delayed for more than ten years. And we're enjoying considerable success with the Joint Operating Agreement we negotiated with the Penryn and Placer Hills Fire Protection Districts. As a result, we have been able to reduce the administrative costs for all three districts while at the same time improving service, reducing response times, while enhancing overall fire safety throughout central Placer.

It's not just the taxpayers who benefit. These improvements mean more opportunities for training and advancement for our firefighters and a better chance that all the communities we serve will be able to meet the increasing demands of the future.

I believe that closer cooperation, practical coordination, and innovative efficiency are essential to ensure that all our special districts will be able to continue delivering the quality of service the public has come to expect. The Placer LAFCO can be the key to making that happen. But it will require leadership. And it will require better communications among the special districts represented on the commission.

I have a long and detailed familiarity with how the LAFCO process works – and where it can sometimes fall short. In my professional life in government and business, I have worked for Democrats and Republican leaders, held key positions on the staff of the Governor and the Speaker of the Assembly, and advised several of California's major corporations as well as its largest water districts and forestry companies. As a journalist, award-winning editor and author, I've been able to focus on several of the state's major natural resource issues. Some of my proudest accomplishments in this area include the creation of the California Wild and Scenic River System, the acquisition of Point Reyes National Seashore, the preservation of Headwaters National Forest, and initiating the creation of the conservation easement that now protects more than 80,000 acres of pristine coastal lands around Hearst Castle.

The point is, I know how to get things done. And, with respect, I would like to ask for your support so that I can continue working on behalf of all our special districts on Placer LAFCO. If you have any questions or would like to discuss the issues your district is facing, please do not hesitate to call me at 916-663-0785.

William Kahrl, President
Newcastle Fire Protection District
Board of Directors

Statement of Qualifications
Regular and Alternate Candidate
Luke Ragan

Luke Thomas Ragan
P.O. Box 1793
Tahoe City, CA 96145
530.308.5098
ragan@ntfire.net

My name is Luke Thomas Ragan. My family is fifth generation Tahoe City. I currently serve on the North Tahoe Fire Protection District Board. I have been the Vice President on that Board for the past four years and have served on the Board since 2016. I also serve on the Boards for North Tahoe Little League and the Tahoe City Recreation Association. I am currently the President of Pacific Built, Inc. and sole owner of Ragan Snow Removal in Tahoe City. I graduated from North Tahoe High School and am currently the head junior varsity football coach and work with the varsity team as well.

I am interested in this position to make a difference and protect the interests in Placer County. I appreciate your consideration to be nominated for a seat on the Placer County LAFCO Board.

Please feel free to contact me if you have any questions.

STATEMENT OF NOMINEE FOR
INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE

Name: Teresa R Ryland, CPA, CFE

Special District: South Placer Fire Protection District

I am excited with this opportunity to serve the County on the LAFCO. This committee work would capitalize on my extensive experience in serving government agencies in Placer and allow for future decisions and conversations that benefit all residents of the County.

I have lived in South Placer for 34 years and am proud to have served as a South Placer Fire Protection District Director for over a decade. Through strategic planning, careful budgeting, and efficient operating practices we have been able to maximize our funding, thereby continuing to provide top notch service. I am committed to working with all agencies in the County to assure our strong, continued operation in support of our community and the entire County.

Professionally, I have spent 37 years working with and for California public agencies in planning, finance and facilities arenas, including the last 20 as a local, small business owner in Placer County. My business has involved working with most of the school districts in the County, several cities, the County of Placer, PCWA and of course fire districts.

I served on the fire board as we worked with Loomis Fire on an administrative and support MOU, then through the actual consolidation of the two districts. I am currently working with two other counties' LAFCOs (school district version) – Los Angeles and Sacramento county - as we work through potential school district unification projects.

It would be an honor to represent SPFD on the Placer County LAFCO.

Placer Hills Fire Protection District

RESOLUTION NO. 2024-02

In the matter of:

A RESOLUTION OF THE GOVERNING BOARD OF THE PLACER HILLS FIRE PROTECTION DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE PLACER HILLS FIRE PROTECTION DISTRICT NOTE, 2024, TO FINANCE THE PURCHASE OF ONE SMEAL TYPE ONE FIRE ENGINE AND APPROVING RELATED DOCUMENTS AND AUTHORIZING OFFICIAL ACTIONS.

WHEREAS, the Governing Board of the Placer Hills Fire Protection District (the "Board") has determined that a true and very real need exists for the purchase of one Smeal Type One Fire Engine for the purpose of fire protection and public safety in and around the boundaries of the Fire Protection District, approving the purchase on March 27, 2024; and

WHEREAS, the Placer Hills Fire Protection District ("Agency") desires to finance the cost of the fire engine; and

WHEREAS, the Note Holder has determined that the Note is an appropriate investment for the funds held in the Placer County Treasurer's Investment Pool and is willing to purchase the Note on the terms and conditions set forth in the Note Purchase Contract; and

WHEREAS, in order to induce the Note Holder to purchase the Note on such terms and conditions, the Agency will deliver to the Note Holder that certain Letter of Representations of the Agency (the "Letter of Representations"); and

WHEREAS, the appropriate officers and officials of the Agency, after consultation with the Placer County Treasurer (the "Note Holder") determined it was necessary and advantageous to accomplish the financing of the one Fire Engine by execution of a Note Purchase Contract, a Note and related Letter of Representation;

WHEREAS, the Board wishes at this time to approve all actions related to the issuance and sale of the Note;

NOW THEREFORE, BE IT RESOLVED by the Board as follows:

Authorization to Issue Note: The Board hereby authorizes the issuance of the Placer Hills Fire Protection District Note, 2024, in an amount of principal not to exceed \$735,000.00, to finance the cost of one Smeal Type One Fire Engine.

Authorization for the Sale of the Notes to Note Holder: The Board hereby authorizes the sale of the Placer Hills Fire Protection District Note, 2024 (the "Note"), and further authorizes the sale to of the Note to the Note Holder; and

Approval of Notes and Financial Documents: The Board hereby approves the following contracts and documents required for the issuance and sale of the Placer Hills Fire Protection District Note, 2024, in substantially the forms attached hereto together with any changes or additions deemed advisable by the Chairman of the Governing Board, the Agency Director, Chief Executive Officer, or Clerk of the Agency (the "Authorized Officer(s)"), whose execution of the following contracts and documents shall be conclusive evidence of the approval of any such changes or additions. In consideration of the premises and of the mutual agreements and covenants contemplated in the Note documents and for other valuable consideration, the Board hereby authorizes and directs the appropriate officers and officials of the Agency to make changes to the Note Purchase Contract and related Note Documents as necessary or desirable to finalize the transaction contemplated by the Note Purchase Contract.

An Authorized Officer is hereby authorized and directed to execute and the Clerk is hereby authorized and directed to attest the final form of each of the following contracts and documents.

Note Purchase Contract between the Agency and the Note Holder, setting the terms and conditions of the sale and purchase of the Note:

Note evidencing specific terms as to interest, repayment of principal and the pledge securing the repayment of the principal amount.

Letter of Representations from the Agency to the Note Holder confirming conditions and circumstances regarding the Agency's authority and condition related to the issuance of the Note and execution of the Note Purchase Contract.

Authorization and Direction of Authorized Officers, the Chairman of the Governing Board, the Agency Director, Chief Executive Officer, or Clerk of the Agency and all other officers of the District are each authorized and directed on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance and other documents which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the contracts and documents approved under this Resolution.

This resolution duly passed by the Governing Board of the Placer Hills Fire Protection District on this 27th day of March 2024.

YES:

NOES:

ABSENT:

Signed and approved by me after its passage this March 27, 2024

Peter Hills
President, Governing Board

Mark Wright
Secretary of the
Board

FORM OF

NOTE PURCHASE CONTRACT

This NOTE PURCHASE CONTRACT, dated ___/___/___ (the “Note Purchase Contract”), between the Placer Hills Fire Protection District (the “District”), an independent fire protection district, duly organized and existing under the Constitution and the laws of the State of California (the “State”), and the Placer County Treasurer (the “Note Holder”).

WITNESSETH:

WHEREAS, the Governing Board of the Placer Hills Fire Protection District (the “Board”) has determined that a true and very real need exists for the purchase of one Smeal Type One Fire Engine for the purpose of fire protection and public safety in and around the boundaries of the Fire Protection District; and

WHEREAS, the District has reviewed the form of the Note Purchase Contract and the Note and has found the terms and conditions thereof acceptable to the District; and

WHEREAS, the Board has taken the necessary steps under applicable law to arrange for the purchase of one Smeal Type One Fire Engine under the Note Purchase Contract; and

WHEREAS, the District has resolved to issue a note, the Placer Hills Fire Protection District Note, 2024 (the “Note”) and has offered to sell the Note to the Note Holder; and

WHEREAS, the Note Holder has determined that the Note is an appropriate investment for the funds held in the Placer County Treasurer’s Investment Pool and is willing to purchase the Note on the terms and conditions set forth herein; and

WHEREAS, in order to induce the Note Holder to purchase the Note on such terms and conditions, the District has delivered to the Note Holder that certain Letter of Representations of the District (the “Letter of Representations”), dated hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

1. Definitions. Unless the context otherwise requires, capitalized terms used herein and, not otherwise defined shall have the meaning set forth in Appendix A attached hereto.
2. Terms of Note. The Note shall be issued in physical form in a face amount of \$735,000.00 and shall mature on ___/___/___ . The Note is attached hereto as Appendix B and shall be executed by an authorized representative of the District Board and attested by the District Clerk.

The principal amount of the Note as of any given date shall be equal to (i) the total amount advanced by the Note Holder less any Principal Prepayment in accordance with the terms of this Note Purchase Contract, provided the principal amount shall at no time exceed \$735,000.00. The

FORM OF

Note Holder shall maintain accurate records with respect to the principal amount of the Note from time to time outstanding.

3. Representations, Warranties, Covenants and Agreements of the District. The District hereby represents, warrants and covenants to and agrees with the Note Holder that:

- (a) The District is duly organized and existing under the laws of the State of California, and has full legal right, power and authority to (i) execute and deliver this Note Purchase Contract, (ii) issue the Note and sell and deliver the Note to the Note Holder on the terms and conditions set forth in this Note Purchase Contract, (iii) perform its obligations under this Note Purchase Contract, and (iv) the person or persons signing any and all documents associated with this agreement has full authority to sign on behalf of the District;
- (b) On March 27, 2024, the Governing Board of the District approved the purchase of one Smeal Type One Fire Engine and by Resolution No. _____ dated __/__/__, ordered the appropriate officers and officials of the District to sign all documents pertaining to the purchase and financing thereof.
- (c) The Note has been duly and validly issued by the District and this Note Purchase Contract has been duly executed and delivered by the District and the Note and this Note Purchase Contract constitute valid and binding obligations of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and to general principals of equity;
- (d) The District is not in breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, certificate, contract, agreement or other instrument to which the District is a party or is otherwise subject; the execution and delivery of this Note Purchase Contract, the Note and the other instrument contemplated by any of such documents to which the District is or will be a party and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, certificate, contract, agreement or other instrument to which the District is a party or is otherwise subject or bound;
- (e) No litigation is pending in any court or before any tribunal or administrative agency or, to the knowledge of the District, threatened in any way affecting the existence of the District or the titles of the members of its Board or officers of the District to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Note, the pledge of the District's finances or in any way contesting or affecting the

FORM OF

validity or enforceability of the Note or this Note Purchase Contract or the powers of the District or its authority to perform its duties under this Note Purchase Contract;

- (f) All information provided by the District to the Note Holder in connection with the negotiation of the terms and the execution and delivery of the Note Purchase Contract is true, correct and complete in all material respects;
- (g) The District will punctually pay the principal of and interest on the Note in strict conformity with the terms thereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained in the Note and in this Note Purchase Contract required to be observed and performed by it, and will not terminate this Note Purchase Contract for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Note Holder to observe or perform any agreement, conditions, covenant or term contained herein required to be observed and performed by it, whether express or implied;
- (h) The District will preserve and protect the security hereof and the rights of the Note Holder to the payment of principal of and interest on the Note and will warrant and defend such rights against all claims and demands of all persons;
- (i) The District will, so long as the Note remains outstanding, apply amounts as provided herein;
- (j) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to repayment of the Note, which records shall be available for inspection by the Note Holder at reasonable hours and under reasonable conditions;
- (k) Promptly upon learning of such occurrence, the District shall provide written notice to the Note Holder of the occurrence of any of the following;
 - i. Discovery that a representation or warranty made by the District in this Note Purchase Contract or the Letter of Representations is inaccurate in any material respect;
 - ii. Any material breach by the District under this Note Purchase Contract or the Letter of Representations;
 - iii. The filing of any claim or suit, or the threat of any litigation, or the commencing of any administrative proceedings against the District respecting the Note, this Note Purchase Contract, the Letter of Representations or (if such claim, suit, litigation, or proceeding could materially adversely affect the interest of the Note Holder or the security for the Note) or the Project; or

FORM OF

- (l) The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Note Holder of the rights and benefits provided to it herein; and
- (m) Any certificate signed by the Chairman of the Governing Board, or the Vice Chairman of the Governing Board, the District Director, Finance Officer, or Clerk of the District, or any other authorized representative of the District shall be deemed a representation and warranty by the District to the Note Holder as to the statements made therein.

4. Annual Appropriations

Notwithstanding anything contained in this agreement to the contrary, in the event the funds appropriated by District's governing body or otherwise available by any means whatsoever in any fiscal period of the District for payments or other amounts due under this agreement are insufficient therefor, this agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever, except to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The District will immediately notify the Note Holder of such occurrence. In the event of such termination, the District acknowledges and expressly agrees that the Note Holder may, nonetheless, exercise its remedies set forth in Section 5 of this Note Purchase Contract.

5. Default, Events and Remedies.

- (a) The following shall constitute an Event of Default of the District's obligations under the Note, the Note Purchase Contract and the Letter of Representations:
 - i. Nonpayment of interest and/or principal when due;
 - ii. Default shall be made by the District in the performance of any of the other agreements or covenants contained in the Note or in this Note Purchase Contract, or the Letter of Representations, which shall have continued for a period of thirty days after the District shall have been given notice in writing of such default by the Note Holder;
 - iii. Any representation or warranty made by the District in this Note Purchase Contract, or the Letter of Representations shall be untrue or incorrect in any material respect when made or deemed made, and not promptly corrected; or
 - iv. If the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court or competent

FORM OF

jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

(b) Upon the occurrence of default, the Note Holder may:

- i. Present a claim against the District's account against the District's current fiscal year revenues held in the County Treasury, to direct the Auditor to make such distributions to the Note Holder as may be required to satisfy any defaulted amount;
- ii. Attach the District's account of any of the District's Funds held in the County Treasury, and direct the Auditor and/or the Treasurer to make such distributions to the Note Holder as may be required to satisfy any defaulted amounts;
- iii. Bring suit by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any member of the District Governing Board, officer or employee, in their official capacity with the District, thereof, and to compel the District or any such member of the District Governing Board, officer or employee to perform and carry out its duties under agreements and covenants required to be performed by it or him or her contained herein;
- iv. Bring suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Note Holder.

(c) Nothing in this Section 5 or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Note when due as provided herein, or shall affect or impair the right of the Note Holder, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Note Holder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract, and no delay or omission by the District to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy accruing or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Note Holder by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Note Holder.

(d) No remedy herein conferred upon or reserved to the Note Holder is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be

FORM OF

in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by applicable law.

- (e) If an Event of Default shall exist under the Note or this Note Purchase Contract and the Note Holder employs attorneys or consultants or incurs other expenses for the collection of any amounts due on the Note or hereunder, or for the enforcement of performance of any obligation or agreement on the part of the District under the Letter of Representations, the District shall upon demand pay to the Note Holder reasonable fees, whether suit be brought or not, of such attorneys or consultants and such other expenses so incurred.

6. Expenses. The Note Holder shall have no obligation to pay, and the District shall pay or cause to be paid, all expenses incident to the execution and delivery of this Note Purchase Contract, the Note issuance, sale, and delivery of the Note, and all expenses incident to the performance of the District's obligations under this Note Purchase Contract.

7. Amendment; Emergency.

- (a) Except as otherwise specifically provided in this Note Purchase Contract, this Note Purchase Contract may not be amended, changed, modified, altered or terminated without the written consent of both the Note Holder and the District.
- (b) Upon the occurrence of an Emergency, the Note Holder and the District will negotiate in good faith such amendments to this Note Purchase Contract and the Note as shall be necessary to address such Emergency; provided, no such amendment shall materially adversely affect the interests of the Note Holder or the security for the Note without the consent of the Note Holder, which consent shall be given in the Note Holder's sole and absolute discretion.

8. Changes to District Membership Composition.

- (a) The District agrees to provide the Note Holder with 30 days' notice of any meeting of the District's board in which changes to the District's membership is discussed or otherwise acted upon.
- (b) In the event an District Party withdraws from the District, during the term of this agreement, the Note Holder, at its sole discretion, may: (1) accept the Party's withdrawal from membership; (2) require the individual Parties of the District to become jointly and severally liable for any and all financial obligations contained in this Note Purchase Agreement; or (3), require the full amount owing on the Note be paid in full.
- (c) In the event the District dissolves during the term of this agreement, the individual Parties of the District as they exist at the time of dissolution shall become jointly and

FORM OF

severally liable for any and all financial obligations contained in this Note Purchase Agreement.

9. Miscellaneous.

- (a) No member of the District Governing Board, officer or employee of the District, in their individual capacity with the District shall be personally liable for the payment of the principal of or interest on the Note, but nothing contained herein shall relieve any member of the District Governing Board, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.
- (b) The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, convenience or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Sections" and paragraphs are to the corresponding sections or paragraphs hereof; and the words "hereby," "herein," "hereto," "herewith," "hereunder," and words of similar import refer to this Note Purchase Contract as a whole and not to any particular article, section, subdivision or clause hereof.
- (c) Whenever either the Note Holder or the District is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Note Holder or the District, and all agreements and covenants required hereby to be performed by or on behalf of the Note Holder or the District shall bind and inure to the benefit of the respective successors thereof whether so express or not.
- (d) Except as provided in paragraph (d), nothing contained herein, express or implied, is intended to give to any person other than the Note Holder, the District and their assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Note Holder, the District and their assigns.
- (e) This Note Purchase Contract and the Note constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Note Holder and the District with respect to the subject matter hereof.
- (f) If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Note Holder or the District shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof, and the Note Holder and the District hereby declare that they would have executed this Note purchase Contract and each and every other article, section,

FORM OF

paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

- (g) Note Holder's approval of any matter in connection with this Note Purchase Contract and the Note is for the sole purpose of protecting the security and rights of the Note Holder. No such approval will result in a waiver of any default of the District. In no event may the Note Holder's approval be a representation of any kind with regard to the matter being approved.
- (h) Any payment or act required to be done or made on a day that is not a Business Day shall be done or made on the next succeeding day that is a Business Day with the same force and effect as if it had been done on the date originally scheduled for such payment or act.
- (i) This Note Purchase Contract shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.
- (j) All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other part in writing from time to time, namely:

If to the Note Holder:

Placer County Treasurer-Tax Collector
2976 Richardson Drive
Auburn, CA 95603

If to the District:

Placer Hills Fire Protection District
Attention: Ian Gow, Fire Chief
17020 Placer Hills Road
Meadow Vista, CA 95722

- (k) It is agreed and acknowledged by the parties hereto that the provisions of this Note Purchase Contract have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to review the provisions of this Note Purchase Contract and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Note Purchase Contract.

FORM OF

- (l) This Note Purchase Contract shall be in full force and effect from the date hereof until such time as the Note shall have been fully paid. Time is of the essence in the Note Purchase Contract.
- (m) The Note Holder will keep appropriate records regarding the Note, this Note Purchase Contract and the transactions hereunder, which records shall be available for inspection by the District at reasonable hours and under reasonable conditions.

IN WITNESS WHEREOF, the District and Note Holder have executed this Note Purchase Contract as of the date first written above.

NOTE HOLDER

By: _____
Tristan Butcher,
Placer County Treasurer

Placer Hills Fire Protection District

By: _____
Ian Gow,
Fire Chief

Appendix A

Business Day

“Business Day” means any day that both the District and the County of Placer are normally open for business as declared by their respective governing boards, and the Federal Banking System open for money transactions.

Closing Date

“Closing Date” means __/__/__.

Dated Date

“Dated Date” means __/__/__.

Event of Default

“Event of Default” means the failure by the District to pay interest or to pay scheduled principal on the Note on the maturity date, or any event defined in Section 5.

Maturity Date

“Maturity Date” means __/__/__.

Party

“Party” means a member of the District pursuant to the District Bylaws dated and amended as August 6, 2014.

Principal Prepayment Date

“Principal Prepayment Date” means any date prior to __/__/__, wherein the District makes a payment to the Note Holder applicable to repayment of principal advanced in whole or in part.

FORM OF

APPENDIX B

**Placer Hills Fire Protection District
Note, 2024**

Dated Date: __/__/____ **Maturity Date:** __/__/____

Registered Owner: Placer County Treasurer

**Face Amount (Maximum Principal Amount):
Seven hundred thirty-five thousand dollars and 00/100 (\$735,000.00)**

The Placer Hills Fire Protection District (the “District”), an independent fire protection district organized and existing under the laws of the State of California (the “State”), for value received, hereby promises to pay, subject only to the provisions of that certain Note Purchase Contract dated __/__/____ (the “Note Purchase Contract”), between the District and the Placer County Treasurer (the “Note Holder”), providing for the allocation and application of amounts received and held by the District, by wire transfer or deposit to an account specified by the Note Holder, the principal amount hereof, on the date described below, with interest on the unpaid principal balance hereof at the rates determined as described below and on the dates described below (each date as “Maturity Date”), in lawful money of the United States of America. Unless defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Note Purchase Contract.

Pledge; Limited Obligation

To secure the payment of principal of and interest on this Note, the District hereby agrees that it will promptly pay its obligations hereunder subject to annual appropriation of funds. Notwithstanding anything contained in this Agreement to the contrary, in the events the funds appropriated by the District’s governing body or otherwise available by any means whatsoever in any fiscal period of District for payments or other amounts due under this agreement are insufficient therefore, this agreement shall terminate on the last day of the fiscal period for which appropriations were received. The District will immediately notify the Note Holder of such occurrence. The District acknowledges that the Note Holder will have the right to pursue its remedies to recover any amounts remaining unpaid, as described more fully in the Note Purchase Contract dated __/__/____.

Neither the faith and credit nor the taxing powers of the State, any public district or any political subdivision of the State is pledged for the purpose of repayment of the principal or interest on this Note. Neither the District Governing Board, nor any person executing this Note shall be personally liable on this Note by reason of its issuance. The District Board of Trustee members, and any officer or employee of the District, in their individual capacity with the District, shall not be personally liable for any obligations set forth herein, including the repayment of principal of or interest on this Note, or in respect of any undertakings by the District under the Note Purchase Contract.

FORM OF

Interest

Interest on the Note shall be due and payable at the interest rate determined as set forth in Table 1 below, which is attached hereto and incorporated fully into the Note.

From the Dated Date of this Note through the Maturity Date, the Note shall bear interest on the outstanding principal balance at the rate of ____%. The amount of interest due and payable on the Maturity Date will be computed on the actual/360 day count basis for the number of days elapsed.

In the event the District prepays any or all principal due under the Note, the District shall also pay interest from the Dated Date to the date such prepayment is made. Interest will continue to accrue on any unpaid principal thereafter outstanding.

Principal

The principal amount of this Note as of any given date shall be equal to the total amount advanced by the Note Holder less any Principal Prepayment in accordance with the terms of the Note Purchase Contract as principal on this Note.

Principal on this Note shall be due and payable as set forth in Table 1, below.

Prepayment of Principal

Principal on this Note may be prepaid at the option of the District, in whole or in part, without premium or penalty, on any date upon the District giving a minimum of two business days' advance written notice to the Note Holder that the District shall make a prepayment. The amount available for prepayment of principal and accrued interest on the prepayment amount shall be specified in such written notice. Prepayment of principal by the District shall be in the amount of \$25,000 or greater, unless the amount is the remaining balance for payment in full.

Upon written receipt of such notice, the Note Holder shall calculate the amount to be applied to outstanding principal and the amount of accrued interest and thereby notify the District of such amounts within one business day of receipt of the notice of prepayment from the District.

Incorporation of Note Purchase Contract

All of the agreements, covenants, conditions, limitations, provisions and stipulations contained in the Note Purchase Contract are hereby made a part of this Note to the same extent and with the same effect as if they were fully set forth herein.

FORM OF

Actions and Remedies Upon Default

Upon the occurrence of a Default, the Note Holder may take any or all of the actions authorized by the Note Purchase Contract. In the event of a Default, all principal and interest amounts due together with any attorney's fees incurred by the Note Holder in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Note Purchase Contract, notwithstanding anything to the contrary therein and payment thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in this Note or the Note Purchase Contract.

The remedies of the Note Holder, as provided herein and in the Note Purchase Contract, may be pursued at the sole discretion of the Note Holder and may be exercised as often as occasion therefore shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Note Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Note Holder and then only to the extent specifically set forth in the waiver.

A waiver with reference to one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy as to a subsequent event.

Registration; Transfer Only to Legal Successor

This Note is transferable upon the books of the District by the registered Note Holder hereof in person or by its attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the District, duly executed by the registered Note Holder or its duly authorized attorney; provided, this Note may be transferred only to a legal successor of the Note Holder. Upon such transfer, the District will note the date of registration and the name and address of the newly registered Note Holder on the books of the District. The District may deem and treat the person in whose name this Note is last registered upon the books of the District as the absolute owner hereof for the purpose of payments so made to the registered Note Holder or upon such Note Holder's order shall be valid sums so paid, and the District shall not be affected by any notice to the contrary.

It is intended that this Note is made with reference to and shall be construed as a contract governed by the laws of the State of California.

FORM OF

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen and be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the District has caused this Note to be executed and attested on its behalf by the manual signatures of its duly authorized officers, all as of the date first set forth above.

PLACER HILLS FIRE PROTECTION DISTRICT

By: _____
Peter Hills, Board President

ATTEST:

Ian Gow, Fire Chief

TABLE 1

AMORTIZATION SCHEDULE

Placer Hills Fire Protection District Note, 2024

	Inputs		Outputs
Total Cost for 5 fire engines:	\$ 735,000.00		
Down payment:	\$ -		
Loan amount	\$ 735,000.00	Periodic rate	2.09 %
Interest rate	4.17 %	Semiannual payment	\$ 82,189.32
Years	5	Total interest	\$ 86,893.20
Payment per year	2	Total principal & interest	\$ 821,893.20
Estimated Start date of loan	4/1/2024	Total periods	10

Periods	Payment Date	Scheduled Payment	Principal	Interest	Principal Balance
0					\$ 735,000.00
1	10/1/2024	\$ 82,189.32	\$ 66,864.57	\$ 15,324.75	\$ 668,135.43
2	04/1/2025	\$ 82,189.32	\$ 68,258.70	\$ 13,930.62	\$ 599,876.73
3	10/1/2025	\$ 82,189.32	\$ 69,681.89	\$ 12,507.43	\$ 530,194.84
4	04/1/2026	\$ 82,189.32	\$ 71,134.76	\$ 11,054.56	\$ 459,060.09
5	10/1/2026	\$ 82,189.32	\$ 72,617.92	\$ 9,571.40	\$ 386,442.17
6	04/1/2027	\$ 82,189.32	\$ 74,132.00	\$ 8,057.32	\$ 312,310.17
7	10/1/2027	\$ 82,189.32	\$ 75,677.65	\$ 6,511.67	\$ 236,632.51
8	04/1/2028	\$ 82,189.32	\$ 77,255.53	\$ 4,933.79	\$ 159,376.98
9	10/1/2028	\$ 82,189.32	\$ 78,866.31	\$ 3,323.01	\$ 80,510.67
10	04/1/2029	\$ 82,189.32	\$ 80,510.67	\$ 1,678.65	

FORM OF

APPENDIX C
Letter of Representations
DISTRICT LETTERHEAD

___/___/___

Tristan Butcher
Placer County Treasurer
2976 Richardson Drive
Auburn, CA 95603

Re: Placer Hills Fire Protection District, Note 2024

Dear Mr. Butcher:

We hereby deliver this letter to you in connection with your execution of a Note Purchase Contract (the “Note Purchase Contract”), dated ___/___/___, pursuant to which the District has agreed to sell the above referenced Note (the “Note”) to you, as Note Holder, which Note will be held as an investment in the Placer County Treasurer’s Investment Pool in which are invested the funds of a number of public agencies, including school districts, the County and special districts, serving the residents of Placer County.

The District has read and is familiar with the terms of the Note Purchase Contract, and, unless otherwise defined in this letter, capitalized terms used herein which are defined in this Note Purchase Contract shall have the respective meanings therein specified.

In order to induce you to enter into this Note Purchase Contract, and to purchase the Note as therein contemplated, and to provide assurances to the investors in the Placer County Treasurer’s Investment Pool, the undersigned, Placer Hills Fire Protection District (the “District”), hereby represents, warrants and covenants to you that:

- (a) The District is a political subdivision of the State, and has full legal right, power and authority to (i) execute and deliver this Letter of Representations, and (ii) perform its obligations under this Letter of Representations;
- (b) The District has duly authorized and approved the performance by the District of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, this Letter of Representations;
- (c) This Letter of Representations has been duly executed and delivered by the District and constitutes valid and binding obligations of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors’ rights generally and to general principles of equity;

FORM OF

- (d) The District is not in breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, district or instrumentality of either thereof, or any applicable court or administrative instrument to which the District is a party or is otherwise subject, which breach or default could materially adversely affect the ability of the District to perform its obligations under this Letter of Representations; the execution and delivery of this Letter of Representations is or will be a party and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note resolution, certificate, contract, agreement or other instrument to which the District is a party or is otherwise subject or bound;
- (e) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the District of its obligations under this Letter of Representations have been obtained and are in full force and effect;
- (f) The District is in compliance, in all material respects, with the District Resolution, and this Letter of Representations;
- (g) No litigation is pending in any court or before any tribunal or administrative agency or, to the knowledge of the District, threatened in any way affecting the existence of the District or the title of the members of its District Governing Board or officers of the District to their respective office, or seeking to restrain or enjoin the issuance, sale or delivery of the Note or the application of the proceeds of the Note or in any way contesting or affecting the validity or enforceability of this Letter of Representations or the powers of the District or its authority to perform its duties under this Letter of Representations;
- (h) All of the information provided by the District to the Note Holder in connection with the negotiation of the terms and the execution and delivery of the Note Purchase Contract is true, correct and complete in all material respects;
- (i) The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be kept, observed and performed by it contained in all contracts affecting or involving the Project to the extent that the District is a party thereto;
- (j) Promptly upon learning of such occurrence, the District shall provide written notice to the Note Holder of the occurrence of any of the following:
 - a. Discovery that a representation or warranty made by the District in this Letter of Representations is inaccurate in any material respect;
 - b. Any material breach by the District under this Letter of Representations; or
 - c. The filing of any claim or suit, or the threat of any litigation, or the commencing of any administrative proceedings against the District respecting the Note, or this Letter of Representations;

FORM OF

- (k) The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and conforming unto the Note Holder of the rights and benefits provided to it herein; and
- (l) Any certificate signed by the Chairman of the District Governing Board or of the District Director, or any other authorized representative of the District shall be deemed a representation and warranty by the District to the Note Holder as to the statements made therein.

The words “hereby,” “herein,” “hereto,” “herewith,” hereunder” and other words of similar import refer to this Letter of Representations as a whole and not to any particular paragraph hereof.

Whenever either the Note Holder or the District is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Note Holder or the District and all agreements and covenants required hereby to be performed by or on behalf of the Note Holder or the District with respect to the Note shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Except as provided in the preceding paragraph, nothing contained herein, express or implied, is intended to give to any person other than the Note Holder and the Note Holder’s assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District shall be for the sole and exclusive benefit of the Note Holder and the Note Holder’s assigns.

The Note Purchase Contract and this Letter of Representations constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Note Holder and the District with respect to the subject matter hereof.

Note Holder’s approval of any matter in connection with this Note Purchase Contract and the Note is for the sole purpose of protecting the security and rights of the Note Holder. No such approval will result in a waiver of any default of the District. In no event may Note Holder’s approval be a representation of any kind with regard to the matter being approved.

All written notices to be given by the District under the terms of the Note Purchase Contract shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as the District may provide to the Note Holder in writing from time to time, namely:

Placer Hills Fire Protection District
Attention: Ian Gow, Fire Chief
17020 Placer Hills Road
Meadow Vista, CA 95722

It is agreed and acknowledged by the District that the provisions of the Note Purchase Contract and this Letter of Representations have been arrived at through negotiation and that each

FORM OF

of the parties has had a full and fair opportunity to review the provisions of the Note Purchase Contract and this Letter of Representations and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting the Note Purchase Contract and this Letter of Representations.

This Letter of Representations shall be in full force and effect from the date hereof until such time as the Note shall have been fully paid.

PLACER HILLS FIRE PROTECTION DISTRICT

By: _____

Name: _____

Title: _____