



# **AGENDA**

## **CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS**

**REGULAR MEETING  
HELD  
MONDAY, AUGUST 9, 2021  
AT 5:00 P.M.**

Due to the current public health emergency resulting from COVID-19, the public may access and participate in the public meeting by participating online via Zoom -details to join the meeting will be on both the Crescent City Fire & Rescue Facebook page as well as the Crescent Fire Protection District website ([cfpd.crescentcity.org](http://cfpd.crescentcity.org)). Submit comments via [ccfire@crescentcity.org](mailto:ccfire@crescentcity.org); or submit a written comment by filing it with the Administrative Assistant at 255 W Washington Blvd, Crescent City, California 95531 prior to 4:00 pm, August 9, 2021. If you require a special accommodation, please contact Administrative Assistant, Vanessa Duncan at 464-2421.

### **Zoom Webinar ID:**

**Closed Session at 4PM:** 875 2476 1328 **Passcode:** 341885  
**Open Session at 5PM:** 816 5242 2838 **Passcode:** 987688

### **Call-In Information:**

Phone Number: +1 669 900 9128

### **CLOSED SESSION 4:00 P.M.**

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

HOLD A CLOSED SESSION TO CONSIDER AND DISCUSS LITIGATION: CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOV'T CODE 54956.9(D)(4) - ONE.

### **REGULAR SESSION 5:00PM**

#### **1. ROLL CALL**

- 1.1** CALL TO ORDER
- 1.2** FLAG SALUTE.

**2. REPORT OF ANY ACTIONS FROM CLOSED SESSION BY THE BOARD OF DIRECTORS**

**3. PUBLIC PARTICIPATION**

*Any member of the audience is invited to address the Board on any matter that is within the jurisdiction of the Crescent Fire Protection District. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Board. After receiving recognition from the Chairman, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted five minutes each in which to speak on any item on the agenda prior to any action taken by the Board.*

**4. CONSENT CALENDAR**

**4.1** APPROVE MINUTES OF THE REGULAR MEETING OF JULY 12, 2021

**4.2** APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERED JULY 2021

**5. NEW BUSINESS**

*Take action as necessary and appropriate.*

**5.1** CONDUCT A PUBLIC HEARING FOR THE 2021-2022 FINAL FISCAL BUDGET

RECOMMENDATION

1. Receive staff report
2. Open the Public Hearing
3. Take public comment
4. Close Public Hearing
5. Board Discussion

**5.2** REVIEW AND ADOPT RESOLUTION NO. 21-003; RESOLUTION OF THE BOARD OF DIRECTORS OF CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2021-2022 FINAL FISCAL BUDGET.

RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion

4. Consider and ADOPT RESOLUTION NO. 21-003; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2021-2022 FINAL FISCAL BUDGET

- 5.3** REVIEW AND DISCUSS AMENDMENT TO TOWER AND GROUND SPACE LEASE FROM NEW CINGULAR WIRELESS & AT&T

**6. OLD BUSINESS**

*Take action as necessary and appropriate.*

*NO OLD BUSINESS AT THIS TIME.*

**7. CHIEFS REPORT**

*Take action as necessary and appropriate.*

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

- 7.1** RESPONSES OCCURRED BETWEEN: 07/01 – 07/31/2021

- 7.2** REVIEW AND DISCUSS PROPOSED RATE CHANGE FOR PROFESSIONAL SERVICES WITH THE DEL NORTE COUNTY ASSESSOR'S OFFICE AND THE DEL NORTE COUNTY TAX COLLECTOR'S OFFICE

- 7.3** COVID UPDATE

**8. BOARD COMMENTS**

THIS AGENDA ITEM ALLOWS BOARD MEMBERS THE OPPORTUNITY TO DISCUSS ITEMS OF GENERAL INTEREST, PROVIDE A REFERENCE OR OTHER RESOURCE TO STAFF, ASK FOR CLARIFICATION OR REQUEST STAFF TO REPORT TO THE BOARD ON A CERTAIN MATTER

**9. ADJOURNMENT**

ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING ON MONDAY, SEPTEMBER 13, 2021 AT 5:00 PM

**POSTED:**

08/06/2021

/s/ Vanessa Duncan

Administrative Assistant

*Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the Administrative Assistant's office at (707)464-2421. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II]*

*For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at Crescent City Fire & Rescue, 255 W Washington Blvd, during business hours, 8:00 a.m. - 5:00 p.m., or on-line at [cfpd.crescentcity.org](http://cfpd.crescentcity.org)*



## **CRESCENT FIRE PROTECTION DISTRICT**

255 W. WASHINGTON BLVD. CRESCENT CITY, CA 95531  
office: 707- 464-2421

### **MINUTES OF THE CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS**

**REGULAR MEETING HELD  
MONDAY, JULY 12, 2021  
AT 5:00 P.M.**

**DIRECTORS PRESENT:**

Chairman Jim Nelson Director  
Vice Chairman Dave Short  
Director Jim Erler  
Director Kelley  
Director Joe Gregorio – present at 5:15PM

**ABSENT:**

**OTHERS PRESENT:**

Bill Gillespie, Fire Chief  
Vanessa Duncan, Clerk of the Board  
Colette Metz-Santsche, Senior Planner, Planwest Partners, Inc.  
Alicia Northrup, Del Norte County Registrar of Voters/Election Officer

**ROLL CALL:**

Chairman Nelson called the meeting to order at 5:03 PM. The Pledge of Allegiance was led by Director Erler.

**PUBLIC PARTICIPATION**

Roger Gitlin: questioned if the Board will be talking about the assessment during this agenda? *The Clerk of the Board confirmed that there will be an agenda item regarding the assessment which he will be able to speak on.*

Thomas Barnes: noted that he sent an email with comments he will be bringing up later in meeting.

Linda Sutter: suggested the Board considers that there is no public confidence or trust in the recount. She also stated if the Board approves the results of the recount

there will be an immediate recall of the Board Members and the Del Norte County Registrar of Voters.

Henry Geiger: Expressed his frustration with the benefit assessment.

### **CONSENT CALENDAR**

**3.1** APPROVE MINUTES OF THE REGULAR MEETING OF JUNE 14, 2021, MINUTES OF THE SPECIAL MEETING OF JUNE 17, 2021, AND MINUTES OF THE SPECIAL MEETING OF JUNE 30, 2021

**3.2** APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERED JUNE 2021

On a motion by Director Erler, seconded by Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors approved the Consent Calendar.

### **NEW BUSINESS**

*Take action as necessary and appropriate.*

**4.1** REVIEW AND ADOPT CERTIFICATION OF CRESCENT FIRE PROTECTION DISTRICT BENEFIT ASSESSMENT BALLOT TABULATION RESULTS SUMMARY

#### RECOMMENDATION

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. Consider and adopt to certify CRESCENT FIRE PROTECTION DISTRICT BENEFIT ASSESSMENT BALLOT TABULATION RESULTS SUMMARY DATED JUNE 28, 2021.

Chief Gillespie presented the staff report and presentation to the Board, stating the ballots were tabulated in a public viewable format at the Board of Supervisors Chamber on Tuesday June 15, 2021 at 10:00 AM. The unofficial ballot tabulation results from June 15, 2021, were reviewed by the CFPD Board at a special meeting on June 17th. The unofficial results showed that 1,734 ballots were received of 5,253 ballots mailed (33% return rate). There were 26 ballots that were invalid due to no signature or no marked vote. The assessment received 858 "Yes" votes valued at \$72,348.40 (49.99%) and 876 "No" votes valued at \$72,367.60 (50.01%). The difference between Yes and No votes following the June 15th count was 0.013% with a value difference of \$19.20. Because of how close the ballot count was, and the chance for human error when tabulating the ballots, the CFPD Board officially requested a ballot recount by the Del Norte County Elections Office.

The recount was tabulated in a public viewable format at the Board of Supervisors Chamber on Monday, June 28, 2021 at 9:00 AM. The results show a total of 1,738 valid ballots cast of 5,253 ballots mailed. There were 26 ballots that were invalid due to no signature or no marked vote. The assessment received 860 "Yes" votes valued at \$72,503.80 (50.01%) and 878 "No" votes valued at \$72,486.00 (49.99%). The difference between Yes and No votes following this count is 0.012% and a value difference of \$17.80.

Chief Gillespie also reported that the passage of the 2021 Fire District Assessment ballot measure is dire for the District. With the coming sunset of the 2006 assessment, and no increase in revenues from the 1987 assessment, there is a short window of funding through reserves that will be depleted in the coming 2–3-year period. Passage and implementation of the 2021 assessment brings revenue potential of \$421,404 annually beginning in FY 2021-22.

Staff recommended that the District Board receive the report and adopt to certify the Crescent Fire Protection Benefit Assessment Ballot Tabulation Results Summary dated June 28, 2021.

*The following citizens addressed the Board:*

Roger Gitlin: Urged the Board to vote against the benefit assessment certification results.

Thomas Barnes: Stated his concerns with the benefit assessment proceedings and would like the Board to invalidate the results of the benefit assessment tabulation.

Henry Geiger: Expressed his desire for the Board to vote against the tabulation results.

Linda Sutter: Stated the Board needs to have more input from the public regarding the benefit assessment.

Hank Akin: Expressed his concerns that the Board of Directors are not present on screen.

Donna Westfall: Urged the Board to vote no on the tabulation results, stating that there were property owners that did not receive their ballots and there needs to be more public input on the benefit assessment process.

Chairman Nelson spoke about his 29 years as a firefighter at Crescent Fire Protection District. Chairman Nelson noted the dedication of the volunteers, stating that all money received from the benefit assessment will go directly to Crescent Fire Protection District. He also stated that although it is a close victory, it is a victory.

Director Gregorio stated he understands the frustrations from the members of the public, also stating that the Board hired consultants to assure that the process was

done in a fair and legal manner. Director Gregorio recommended the Board to move forward in a timely manner to continue to provide quality service the citizens in Del Norte County.

Director Kelley reported that every meeting the Board has had thus far has been open to the public and the Board has always encourage public input. Director Kelley expressed his belief that the public should have voiced their opinions at an earlier date. Director Kelley noted that there have been many dedicated people to help pass the benefit assessment and the benefit assessment has been done in a legal manner.

Director Erler stated it has been strongly suggested that the Board does not pass the certification results, also stating that it's not viable for Crescent Fire Protection District to fund the annual budget off reserves. Director Erler expressed his concerns, stating that if Crescent Fire Protection District's reserve are meant to emergencies and not for daily purchases.

On a motion by Vice Chair Short, seconded by Director Erler, motion carried unanimously 5/0, the Board of Directors adopts the CERTIFICATION OF CRESCENT FIRE PROTECTION DISTRICT BENEFIT ASSESSMENT BALLOT TABULATION RESULTS SUMMARY.

PASSED AND ADOPTED by the Board Members of the  
CRESCENT FIRE PROTECTION DISTRICT

This 12th day of JULY 2021, by the following polled vote:

YES: 5

NOES: 0

ABSENT:0

**4.2** CONSIDER AND ADOPT ORDINANCE 21-001 AN ORDINANCE OF THE  
CRESCENT FIRE PROTECTION DISTRICT LEVYING A FIRE SUPPRESSION  
ASSESSMENT, BEGINNING IN FISCAL YEAR 2021/22

RECOMMENDATION

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. Waive full reading, read by title only and adopt Ordinance No. 21-001, AN ORDINANCE OF THE CRESCENT FIRE PROTECTION DISTRICT LEVYING A FIRE SUPPRESSION ASSESSMENT, BEGINNING IN FISCAL 2021/22

Chief Gillespie briefed the Board stating after the meeting on March 8<sup>th</sup>, a combined notice and ballot was mailed to each owner of record of developed properties located within the District as identified by the names and addresses appearing on

the last equalized secured property tax assessment roll of Del Norte County. The notice and ballot included information about the proposed assessment, a summary of the procedures for completing and returning ballots, information about the public hearing, and the total amount of assessment proposed for the owner's particular parcel.

Chief Gillespie also reported at the June 14, 2021 regular meeting of the District, the Board held a public hearing to mark the end of the ballot period. Ballots were mailed 45 days in advance of the hearing to owners of properties within the District boundaries that would be subject to this assessment, based on the most recent County records. Owners of properties that would not be assessed, including undeveloped parcels, were not mailed ballots. Each ballot included the total assessment proposed for the owner's particular parcel and a summary of the procedures applicable to the completion, return and location of the public hearing. Individuals who owned more than one applicable property within CFPD that would be assessed were mailed one ballot for each property. Each ballot is weighted by the amount of the assessment it represents. To be counted, mail-in and in-person assessment ballots were required to be received by the close of the public hearing on June 14, 2021. Tabulation of the returned ballots commenced after the close of the public hearing by the Del Norte County Elections Office and was conducted on June 15th beginning at 10:00AM in the Board of Supervisors Chamber, 981 H Street in Crescent City. The Del Norte County Election's Office (County Registrar) handled all ballots, conducted tabulation, and will retain all ballots in their archives for a minimum of two years. At this meeting, the Board shall hear and determine any and all controversies concerning the regularity of the balloting. The determination of the governing body shall be final. If a majority of weighted ballots returned are in support, the Board will conduct a second reading and adopt Ordinance No. 21-001.

*The following citizens addressed the Board:*

Thomas Barnes: Expressed his disappointment with the Board, stating the Board is approving the tabulation results when the Board is not representing the members of the District properly, he also stated he is disturbed by the way the Board has spoken to the public.

Linda Sutter: Declared there is no professionalism with the Board and that there will be a total recall of all Board members and a lawsuit to come.

Hank Akin: Stated that Chairman Nelson and Director Kelley should recuse themselves for personal beliefs. He also stated that there are several ways to save money as a fire department.

Henry Geiger: Expressed his concerns, stating that the Board did not take the public comments seriously. He also stated no matter what the outcome is he supports each and every firefighter but there are some things he cannot stand behind, and this vote is one of them.

On a motion by Vice Chair Short, seconded by Director Kelley, motion carried unanimously 4/1/0, with an opposing vote from Director Erler, the Board of Directors adopts the CERTIFICATION OF CRESCENT FIRE PROTECTION DISTRICT BENEFIT ASSESSMENT BALLOT TABULATION RESULTS SUMMARY.

PASSED AND ADOPTED by the Board Members of the  
CRESCENT FIRE PROTECTION DISTRICT

This 12th day of JULY 2021, by the following polled vote:

YES: 4 Chairman Nelson, Vice Chair Short, Director Gregorio, Director Kelley

NOES: 1, Director Erler

ABSENT:0

### **OLD BUSINESS - None**

### **CHIEF'S REPORT**

*Take action as necessary and appropriate.*

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS.

#### **6.1 RESPONSES OCCURRED BETWEEN: 06/01 – 06/30/2021**

Chief Gillespie reported the total number of calls in the City and the District.

### **BOARD COMMENTS**

Chairman Nelson thanked members of the public who called in expressing their concerns, noting that it was a close vote, but a victory nonetheless and the Board will follow the wish of the public. Chairman Nelson encourages members of the public to voice their questions or concerns at all Board meetings.

### **ADJOURNMENT**

There being no further business to come before the Board, Director Gregorio adjourned the meeting at 6:17 pm of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on August 9, 2021 at 5:00PM.

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Vanessa Duncan, Clerk of the Board  
Crescent Fire Protection District

# CFPD CLAIMS LIST JULY FY 20/21/22

CLAIM ID	CLAIM DATE	VENDOR NAME	CLAIM AMOUNT	ACCOUNT	DESCRIPTION	GRAND TOTAL	
351-2595	7/1/21	CRESCENT CITY GLASS	\$ 177.41	20180	WINDOW AT COOPER STATION	\$ 177.41	PO# 258810
351-2596	7/1/21	CRESCENT CITY WATER	\$ 62.12	20302	WATER - HUMBOLDT	\$ 62.12	
351-2597	7/1/21	CHARTER COMMUNICATIONS	\$ 198.49	20120	CABLE/INTERNET WASHINGTON	\$ 198.49	
<b>TOTAL</b>						<b>\$ 438.02</b>	
352-2598	7/15/21	DN SOLID WASTE MANAGEMEN	\$ 47.58	20140	TRASH FEE - JUNE	\$ 47.58	PO# 25811
352-2599	7/15/21	LAW OFFICES OF NANCY DIAMK	\$ 1,200.00	20233	REVIEW BOARD INFORMATION	\$ 1,200.00	
352-2600	7/15/21	CRESCENT CITY WATER	\$ 22.49	20302	WATER - COOPER	\$ 22.49	
352-2600	7/15/21	CRESCENT CITY WATER	\$ 152.95	20302	WATER - WASHINGTON	\$ 152.95	
352-2601	7/15/21	PACIFIC POWER & LIGHT CO.	\$ 46.86	20300	POWER - HUMBOLDT	\$ 46.86	
352-2602	7/15/21	PLANWEST PARTNERS, INC.	\$ 3,918.00	20230	CFPD ASSESSMENT #2 JUNE 2021	\$ 3,918.00	
352-2603	7/15/21	US BANK	\$ 154.68	20180	HOME DEPOT - BLACK SHEETING F	\$ 154.68	FY 21/22
352-2604	7/15/21	GOLDEN STATE RISK MANAGEN	\$ 18,339.00	20150	INSURANCE FOR CFPD	\$ 18,339.00	
<b>TOTAL</b>						<b>\$ 23,881.56</b>	
353-2605	7/29/21	PACIFIC POWER & LIGHT CO.	\$ 739.97	20300	POWER - WASHINGTON	\$ 739.97	FY 21/22
353-2605	7/29/21	PACIFIC POWER & LIGHT CO.	\$ 105.35	20300	POWER - COOPER	\$ 105.35	FY 21/22
353-2606	7/29/21	CANON FINANCIAL SERVICES	\$ 193.77	20260	COPIER PAYMENT	\$ 193.77	FY 21/22
<b>TOTAL</b>						<b>\$ 1,039.09</b>	
354-2607	7/29/21	CITY OF CRESCENT CITY	\$ 92,200.00	20234	4TH QRT SERVICES (PRELIMINARY)	\$ 92,200.00	FY 21/22
354-2608	7/29/21	CRESCENT CITY WATER	\$ 62.09	20302	WATER - HUMBOLDT	\$ 62.09	FY 21/22
354-2609	7/29/21	CHARTER COMMUNICATION	\$ 198.49	20120	CABLE/INTERNET WASHINGTON	\$ 198.49	FY 21/22
354-2610	7/29/21	RECOLOGY DEL NORTE	\$ 67.33	20140	JULY TRASH FEE	\$ 67.33	FY 21/22
<b>TOTAL</b>						<b>\$ 92,527.91</b>	

## 5.1 STAFF REPORT – CONDUCT A PUBLIC HEARING ON THE 2021-2022 FISCAL YEAR BUDGET FOR CRESCENT FIRE PROTECTION DISTRICT

### RECOMMENDATION

1. Receive staff report
2. Open the Public Hearing
3. Take public comment
4. Close Public Hearing
5. Board Discussion

### BACKGROUND

Each year the Crescent Fire Protection District Board of Directors is tasked with adopting the operating budget for the fiscal year to provide fire protection and other emergency services. Final adoption has occurred historically in August.

You will find the proposed fiscal 2021-2022 District budget as attachment #1. This proposed budget is \$664,396.00 and represents both direct District expenditures as well as shared expenditures with the City of Crescent City for the funding of Crescent City Fire & Rescue.

A public hearing is required for the adoption of the 2021-2022 Fiscal Year Budget.

### FISCAL IMPACT

Current anticipated revenues for the District in Fiscal 2021-2022 are estimated at \$935,803.00 and anticipated expenditures are \$664,396.00.

### ATTACHMENTS

1. Fiscal 2021-2022 Budget

**FY 2021/2022  
BUDGET**

<b>Line</b>	<b>Proj</b>	<b>Description</b>	<b>Adopted Budget 20/21</b>	<b>Budget 21/22</b>
10010		Payroll	\$0.00	\$0.00
10015		Volunteers	\$0.00	\$0.00
10017		Unemp - Fica	\$0.00	\$0.00
10020		Retirement	\$0.00	\$0.00
10030		Employee Benefits	\$0.00	\$0.00
10031		Workers Comp Insurance	\$0.00	\$0.00
20110		Clothing & Pers Supplies	\$0.00	\$0.00
20120		Communications	\$2,800.00	\$3,200.00
20130		Food - Rehab	\$0.00	\$0.00
20140		Household Expense	\$1,500.00	\$6,950.00
20150		Insurance	\$19,438.75	\$18,339.00
20155		Insurance-Liability	\$0.00	\$0.00
20156		Insurance-Property	\$0.00	\$0.00
20170		Maint-Equipment	\$1,000.00	\$1,000.00
20171		Radio Maintenance	\$0.00	\$0.00
20172		Maint-Fireboat	\$1,000.00	\$1,000.00
20173		Maint-Vehicles	\$10,000.00	\$7,500.00
20180		Maint-Struc Imp Ground	\$10,000.00	\$100,000.00
20190		Medical Supplies	\$100.00	\$0.00
20200		Membership	\$0.00	\$0.00
20220		Office Expense	\$200.00	\$500.00
20227		Dues/Subscriptions	\$0.00	\$0.00
20230		Professional Services	\$116,000.00	\$66,000.00
20231		Prof Svcs-FEMA Grant	\$0.00	\$0.00
20232		Professional Serv-Medical	\$0.00	\$0.00
20233		Prof Svcs-Legal	\$5,000.00	\$5,000.00
20234		Prof Svcs-City	\$341,642.00	\$404,779.00
20235		Prof Svcs - Dispatch Services	\$0.00	\$0.00
20236		Prof Svcs - Training Officer	\$0.00	\$0.00
20240		Publ & Legal Notices	\$50.00	\$50.00

**FY 2021/2022  
BUDGET**

20250	Lease - Cell Tower	\$0.00	\$0.00
20260	Lease-Copier	\$3,000.00	\$2,500.00
20260	870 Rent-Mitel Phone System	\$0.00	\$0.00
20270	Minor Equipment	\$1,000.00	\$1,000.00
20271	Small Tools	\$1,000.00	\$1,000.00
20280	Special Departmental Exp	\$0.00	\$0.00
20281	Spec Dept Exp-F/F Fringe Benefits	\$0.00	\$0.00
20282	Spec Dept Exp - Explorer Program	\$0.00	\$0.00
20285	Spec Dept Exp - Recognition	\$0.00	\$0.00
20290	Travel & Training	\$0.00	\$0.00
20292	Training	\$0.00	\$0.00
20293	FF Incentives/Reimbursements	\$20,000.00	\$20,000.00
20297	Fuel	\$0.00	\$0.00
20300	Utilities - Electric	\$12,000.00	\$12,000.00
20301	Utilities - Gas	\$14,000.00	\$10,000.00
20302	Utilities - Water	\$3,500.00	\$3,500.00
30411	Rtrmnt Long Term Lease	\$0.00	\$0.00
30412	Retirement Long Term Lease-Copier	\$0.00	\$0.00
30413	Retirement Long Term Lease -Truc	\$0.00	\$0.00
30441	Interest	\$0.00	\$0.00
30442	Rtrmnt Long Term Lease Trk Int	\$0.00	\$0.00
30460	Settlement - County	\$0.00	\$0.00
30480	Tax & Assessments	\$100.00	\$78.00
30500	Department Allotment	\$383,955.00	\$492,423.00
30520	Church Tree Hydrant	\$0.00	\$0.00
40610	Structures	\$0.00	\$0.00
40610	200 Building & Improvements	\$0.00	\$0.00
40610	300 Cooper Station	\$0.00	\$0.00
40611	Cooper Station Renovation	\$0.00	\$0.00
40620	Equipment	\$0.00	\$0.00
40620	400 Training Computer	\$0.00	\$0.00
40620	500 Equipment	\$0.00	\$0.00
40620	501 Equipment - FEMA Grant	\$0.00	\$0.00
40620	510 Fire Hydrants	\$0.00	\$0.00
40620	600 Truck	\$0.00	\$0.00
40621	Truck	\$0.00	\$0.00

**FY 2021/2022  
BUDGET**

72000	870 Internal Financing - Mitel Phone Sy	\$0.00	\$0.00
72100	870 Internal Financing - Interest	\$0.00	\$0.00
81000	Approp For Contingencies	\$0.00	\$0.00
81002	Reserve - Equipment	\$0.00	\$0.00
90010	Property Tax - Secured	\$320,000.00	\$321,000.00
90011	Prop Tax - Supplemental	\$2,500.00	\$2,600.00
90020	Property Tax - Unsecured	\$6,000.00	\$6,500.00
90091	Yield Tax	\$0.00	\$0.00
90140	Assessment Fees	\$250,000.00	\$561,404.00
90300	Interest - Crescent Fire	\$3,500.00	\$3,500.00
90320	Rent - Building (Room)	\$1,000.00	\$1,000.00
90321	Rent - RadioTower	\$33,500.00	\$34,000.00
90325	Rent - Tower	\$199.00	\$199.00
90601	St HOPTR-Secured/Unsec	\$5,500.00	\$5,500.00
90741	RPTTF Pass Thru	\$0.00	\$0.00
90760	FEMA Grant	\$0.00	\$0.00
90761	Cal-Fire Grant	\$0.00	\$0.00
90761	99 Cal-Fire Grant - Prior Year	\$0.00	\$0.00
90762	EMPG Grant	\$0.00	\$0.00
91061	Fire Protection Contract	\$0.00	\$0.00
91120	Annuity Forfeiture	\$0.00	\$0.00
91122	Misc. Contributions	\$0.00	\$0.00
91123	Miscellaneous Receipts	\$100.00	\$100.00
91124	Training Officer Reimb-City	\$0.00	\$0.00
91125	Janitorial Reimb-City	\$0.00	\$0.00
91230	Note proceed-County	\$0.00	\$0.00
91231	Debt Proceeds	\$0.00	\$0.00
FY		20/21	21/22
	Revenue:	\$622,299.00	\$935,803.00
	Total Expenditures:	\$563,330.75	\$664,396.00
	Total: <b>OVER/UNDER:</b>	\$58,968.25	\$271,407.00
	Dept. Allotment Total:	\$383,955.00	\$763,830.00

5.2 STAFF REPORT – REVIEW AND ADOPT RESOLUTION NO. 21-003; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2021-2022 FINAL FISCAL BUDGET

RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider and ADOPT RESOLUTION NO. 21-003; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2021-2022 FINAL FISCAL BUDGET

BACKGROUND

Each year the Crescent Fire Protection District Board of Directors is tasked with adopting the operating budget for the fiscal year to provide fire protection and other emergency services. Final adoption has occurred historically in August.

You will find the proposed fiscal 2021-2022 District budget as attachment #1. This proposed budget is \$664,396.00 and represents both direct District expenditures as well as shared expenditures with the City of Crescent City for the funding of Crescent City Fire & Rescue.

A public hearing was conducted on August 9, 2021.

FISCAL IMPACT

Current anticipated revenues for the District in Fiscal 2021-2022 are estimated at \$935,803.00, and anticipated expenditures are \$664396.00.

ATTACHMENTS

1. Fiscal 2021-2022 Budget
2. Resolution No 21-003

**FY 2021/2022  
BUDGET**

<b>Line</b>	<b>Proj</b>	<b>Description</b>	<b>Adopted Budget 20/21</b>	<b>Budget 21/22</b>
10010		Payroll	\$0.00	\$0.00
10015		Volunteers	\$0.00	\$0.00
10017		Unemp - Fica	\$0.00	\$0.00
10020		Retirement	\$0.00	\$0.00
10030		Employee Benefits	\$0.00	\$0.00
10031		Workers Comp Insurance	\$0.00	\$0.00
20110		Clothing & Pers Supplies	\$0.00	\$0.00
20120		Communications	\$2,800.00	\$3,200.00
20130		Food - Rehab	\$0.00	\$0.00
20140		Household Expense	\$1,500.00	\$6,950.00
20150		Insurance	\$19,438.75	\$18,339.00
20155		Insurance-Liability	\$0.00	\$0.00
20156		Insurance-Property	\$0.00	\$0.00
20170		Maint-Equipment	\$1,000.00	\$1,000.00
20171		Radio Maintenance	\$0.00	\$0.00
20172		Maint-Fireboat	\$1,000.00	\$1,000.00
20173		Maint-Vehicles	\$10,000.00	\$7,500.00
20180		Maint-Struc Imp Ground	\$10,000.00	\$100,000.00
20190		Medical Supplies	\$100.00	\$0.00
20200		Membership	\$0.00	\$0.00
20220		Office Expense	\$200.00	\$500.00
20227		Dues/Subscriptions	\$0.00	\$0.00
20230		Professional Services	\$116,000.00	\$66,000.00
20231		Prof Svcs-FEMA Grant	\$0.00	\$0.00
20232		Professional Serv-Medical	\$0.00	\$0.00
20233		Prof Svcs-Legal	\$5,000.00	\$5,000.00
20234		Prof Svcs-City	\$341,642.00	\$404,779.00
20235		Prof Svcs - Dispatch Services	\$0.00	\$0.00
20236		Prof Svcs - Training Officer	\$0.00	\$0.00
20240		Publ & Legal Notices	\$50.00	\$50.00

**FY 2021/2022  
BUDGET**

20250	Lease - Cell Tower	\$0.00	\$0.00
20260	Lease-Copier	\$3,000.00	\$2,500.00
20260	870 Rent-Mitel Phone System	\$0.00	\$0.00
20270	Minor Equipment	\$1,000.00	\$1,000.00
20271	Small Tools	\$1,000.00	\$1,000.00
20280	Special Departmental Exp	\$0.00	\$0.00
20281	Spec Dept Exp-F/F Fringe Benefits	\$0.00	\$0.00
20282	Spec Dept Exp - Explorer Program	\$0.00	\$0.00
20285	Spec Dept Exp - Recognition	\$0.00	\$0.00
20290	Travel & Training	\$0.00	\$0.00
20292	Training	\$0.00	\$0.00
20293	FF Incentives/Reimbursements	\$20,000.00	\$20,000.00
20297	Fuel	\$0.00	\$0.00
20300	Utilities - Electric	\$12,000.00	\$12,000.00
20301	Utilities - Gas	\$14,000.00	\$10,000.00
20302	Utilities - Water	\$3,500.00	\$3,500.00
30411	Rtrmnt Long Term Lease	\$0.00	\$0.00
30412	Retirement Long Term Lease-Copier	\$0.00	\$0.00
30413	Retirement Long Term Lease -Truc	\$0.00	\$0.00
30441	Interest	\$0.00	\$0.00
30442	Rtrmnt Long Term Lease Trk Int	\$0.00	\$0.00
30460	Settlement - County	\$0.00	\$0.00
30480	Tax & Assessments	\$100.00	\$78.00
30500	Department Allotment	\$383,955.00	\$492,423.00
30520	Church Tree Hydrant	\$0.00	\$0.00
40610	Structures	\$0.00	\$0.00
40610	200 Building & Improvements	\$0.00	\$0.00
40610	300 Cooper Station	\$0.00	\$0.00
40611	Cooper Station Renovation	\$0.00	\$0.00
40620	Equipment	\$0.00	\$0.00
40620	400 Training Computer	\$0.00	\$0.00
40620	500 Equipment	\$0.00	\$0.00
40620	501 Equipment - FEMA Grant	\$0.00	\$0.00
40620	510 Fire Hydrants	\$0.00	\$0.00
40620	600 Truck	\$0.00	\$0.00
40621	Truck	\$0.00	\$0.00

**FY 2021/2022  
BUDGET**

72000	870 Internal Financing - Mitel Phone Sy	\$0.00	\$0.00
72100	870 Internal Financing - Interest	\$0.00	\$0.00
81000	Approp For Contingencies	\$0.00	\$0.00
81002	Reserve - Equipment	\$0.00	\$0.00
90010	Property Tax - Secured	\$320,000.00	\$321,000.00
90011	Prop Tax - Supplemental	\$2,500.00	\$2,600.00
90020	Property Tax - Unsecured	\$6,000.00	\$6,500.00
90091	Yield Tax	\$0.00	\$0.00
90140	Assessment Fees	\$250,000.00	\$561,404.00
90300	Interest - Crescent Fire	\$3,500.00	\$3,500.00
90320	Rent - Building (Room)	\$1,000.00	\$1,000.00
90321	Rent - RadioTower	\$33,500.00	\$34,000.00
90325	Rent - Tower	\$199.00	\$199.00
90601	St HOPTR-Secured/Unsec	\$5,500.00	\$5,500.00
90741	RPTTF Pass Thru	\$0.00	\$0.00
90760	FEMA Grant	\$0.00	\$0.00
90761	Cal-Fire Grant	\$0.00	\$0.00
90761	99 Cal-Fire Grant - Prior Year	\$0.00	\$0.00
90762	EMPG Grant	\$0.00	\$0.00
91061	Fire Protection Contract	\$0.00	\$0.00
91120	Annuity Forfeiture	\$0.00	\$0.00
91122	Misc. Contributions	\$0.00	\$0.00
91123	Miscellaneous Receipts	\$100.00	\$100.00
91124	Training Officer Reimb-City	\$0.00	\$0.00
91125	Janitorial Reimb-City	\$0.00	\$0.00
91230	Note proceed-County	\$0.00	\$0.00
91231	Debt Proceeds	\$0.00	\$0.00
FY		20/21	21/22
	Revenue:	\$622,299.00	\$935,803.00
	Total Expenditures:	\$563,330.75	\$664,396.00
	Total: <b>OVER/UNDER:</b>	\$58,968.25	\$271,407.00
	Dept. Allotment Total:	\$383,955.00	\$763,830.00



## **CRESCENT FIRE PROTECTION DISTRICT**

255 W. WASHINGTON BLVD. CRESCENT CITY, CA 95531  
office: 707- 464-2421

### **RESOLUTION NO. 21– 003**

#### **RESOLUTION OF THE BOARD OF DIRECTORS OF CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2021 – 2022 FINAL FISCAL BUDGET**

**WHEREAS,** The Board of Directors has established a District Operations commitment to provide an effective level of fire protection and other emergency services to taxpayers of the District, and

**WHEREAS,** The Board of Directors has established a co-relating commitment for capital improvements and services,

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Directors of Crescent Fire Protection District, has approved and adopted the 2021-2022 fiscal budget of \$664,396.00 to provide fire protection and other emergency services. The deficient to come out of the District's fund balance.

**APPROVED and ADOPTED** this 9th day, of August 2021, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

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**Jim Nelson, Chairman  
Board of Directors**

**ATTEST:**

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**Vanessa Duncan  
Clerk of the Board**

**Attachment:  
FY 21/22 Budget**

### 5.3 STAFF REPORT – REVIEW AND DISCUSS AMENDMENT TO TOWER AND GROUND SPACE LEASE FROM NEW CINGULAR WIRELESS & AT&T

#### RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider and PROVIDE STAFF DIRECTION REGARDING AMENDMENT TO TOWER AND GROUND SPACE LEASE FROM NEW CINGULAR WIRELESS & ATT&T

#### BACKGROUND

Crescent Fire Protection District has been in a lease agreement regarding the northern cell tower and ground space at Washington Station since May 2003. The agreement originated with Edge Wireless and is now with New Singular Wireless (successor-in-interest to Edge Wireless LLC), with AT&T as their carrier. New Cingular Wireless has contacted the District and desires to place a generator assembly to provide emergency power for the cell equipment for AT&T. Their proposed site plan and agreement are attached.

New Cingular Wireless is requesting to place a generator on the east side of the precast concrete equipment shelter (housing another carrier's equipment) and carry lines to the AT&T prefab equipment shelter on the west side of the fenced area. To accomplish installation, it is proposed the contractor will be required to move the east fence further east into the asphalt lot, and adding an area measuring 3' by 18' to the current fenced enclosure. New Cingular Wireless has proposed an increase to the current lease of \$100 per month.

It should be noted that the other carrier sharing that site and tower worked with the District in September 2020 to add an emergency generator for their equipment. They utilized a pre-existing concrete slab within the existing enclosure and did not change or increase the existing fencing or footprint and provided a \$100 per month lease agreement increase.

Because of the increase to the overall lease area footprint, and the decrease in the lot for use, the District may wish to consider a counter to the current rental increase proposal.

#### FISCAL IMPACT

Current anticipated annual revenue increase for the District with the agreement as proposed would be \$1,200 if District approves current draft agreement to allow installation of the generator. This revenue amount is the same as the other company currently provides for the use of a pre-existing slab within the original fenced location.

## ATTACHMENTS

1. Proposed First Amendment to Communications Facility Lease Agreement
2. Generator Installation Project Site Plans
3. Original Edge Wireless Communications Facility Lease Agreement

Market: San Francisco / Sacramento  
Cell Site Number: CCL00919  
Cell Site Name: CA225 – Crescent City North (CA)  
Fixed Asset Number: 10129993

**FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE**  
(Existing Structure and Ground Space)

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE (“**Amendment**”), dated as of the latter of the signature dates below, is by and between Crescent Fire Protection District a Special District, organized under the laws of the State of California, having a mailing address of 255 W. Washington Boulevard, Crescent City, California 95531 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Edge Wireless LLC, an Oregon limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Third Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Communications Facility Lease dated May 30, 2003, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 255 W. Washington Boulevard, Crescent City, County of Del Norte, State of California (Assessor’s Parcel Number 120-020-010) (“**Lease**”); and

WHEREAS, Landlord and Tenant desire to amend the Lease to increase the size of the Premises; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant desire to update the notice addresses contained in the Lease; and

WHEREAS, Landlord and Tenant desire, in their mutual interest, wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Expanded Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant’s needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1-A (“**Expanded Premises Area**”). Landlord’s execution of this Amendment will signify Landlord’s approval of Exhibit 1-A. The Premises under the Lease prior to this Amendment in addition to the Expanded Premises Area under this Amendment shall be the Premises under the Lease.

2. **Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the Expanded Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the Expanded Premises Area, and any provisions in the Lease governing access shall apply to such access. The generator shall remain the property of Tenant and Tenant shall have the right to remove or modify it at any time.
3. **Rent.** Commencing the first day of the month following commencement of installation within the Expanded Premises Area (“**Increase Commencement Date**”), Rent shall be increased by One Hundred and No/100 Dollars (\$100.00) per month. subject to further adjustments, if any, as provided in the Lease; provided that the first such increased payment shall not be due until up to sixty (60) days after such commencement date.
4. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the Expanded Premises Area or otherwise on the property where the Premises and Expanded Premises Area are located that would adversely impact Tenant’s permitting and/or installation of a generator within the Expanded Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Lessee’s use of the Expanded Premises Area under the Lease and agrees, at Lessee’s request, to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Lessee may use the generator in the manner set forth in applicable law. Lessee may terminate this Amendment by written notice to Landlord at any time, and the Rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty (120) days after termination of this Amendment, Lessee shall remove its equipment from the Expanded Premises Area; provided that any portions of the equipment that Lessee fails to remove within such period and cessation of Lessee’s operations at the Expanded Premises Area shall be deemed abandoned. Lessee shall repair any damage, less ordinary wear and tear, to the Expanded Premises Area caused by its removal activities.
5. Section 27 of the Lease is hereby deleted in its entirety and replaced with the following:

**Notices.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LANDLORD: Crescent Fire  
Protection District  
255 W. Washington  
Blvd.  
Crescent City, CA  
95531  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to TENANT: New Cingular Wireless PCS, LLC  
Attn: TAG - LA  
Re: Cell Site # CCL00919  
  
Cell Site Name: CA225 – Crescent City (CA)  
Fixed Asset #: 10129993  
1025 Lenox Park Blvd NE  
3rd Floor  
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # CCL00919  
Cell Site Name: CA225 – Crescent City (CA)  
Fixed Asset #: 10129993  
208 S. Akard Street  
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**6. Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

**7. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment. The rights granted to Lessee herein are in addition to and not intended to limit any rights of Lessee in the Lease. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Lease shall apply to the Expanded Premises Area.

**8. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

**LANDLORD:**

Crescent Fire Protection District

**TENANT:**

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

By: AT&T Mobility Corporation

Its: Manager

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

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

Its: \_\_\_\_\_

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

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

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

Its: \_\_\_\_\_

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

**LANDLORD ACKNOWLEDGMENT**

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

State of California  
County of Del Norte

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**TENANT ACKNOWLEDGMENT**

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_

(insert name and title of the officer)

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

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

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**

**EXHIBIT 1-A**

**Expanded Premises Area**

**See attached**

**Attachment 1**

**Memorandum of First Amendment to Communications Facility Lease**

**See attached**

**Prepared by:**

Frank Schabarum  
General Dynamics  
101 Station Drive  
Westwood, MA 02090

**Return to:**

\_\_\_\_\_  
\_\_\_\_\_

Re: Cell Site # CCL00919  
Cell Site Name: CA225 – Crescent City (CA)  
Fixed Asset #: 10129993  
State: California  
County: Del Norte

**MEMORANDUM  
OF  
FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE**

This Memorandum of First Amendment to Communications Facility Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Crescent Fire Protection District, a Special District organized under the laws of the State of California, having a mailing address of 255 W. Washington Boulevard, Crescent City, California 95531 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Communications Facility Lease (“**Lease**”) on May 30, 2003, as amended by that certain First Amendment to Communications Lease dated \_\_\_\_\_, 2021, for the purpose of installing, operating and maintaining a communications facility and other improvements. All the foregoing are set forth in the Lease.
2. The initial lease term commenced on October 9, 2003, with an initial term of five (5) years (“**Initial Term**”), with five (5) successive five (5) year options to renew.
3. Landlord agrees to increase the size of the Premises to accommodate additional equipment. Landlord leases to Tenant the additional premises area as more completely described on attached **Exhibit 1**.
4. This Memorandum of First Amendment to Communications Facility Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of the First Amendment to Communications Facility Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to

the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of First Amendment to Communications Facility Lease as of the day and year first above written.

**LANDLORD:**

Crescent Fire Protection District

**TENANT:**

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

By: AT&T Mobility Corporation  
Its: Manager

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

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

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

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

to the Memorandum of First Amendment to Communications Facility Lease dated \_\_\_\_\_, 2021, by and between Crescent Fire Protection District, a Special District organized under the laws of the State of California, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

The Property of which the Premises are a part is all that real property located in the State of California, County of Del Norte, described as follows:

APN: 120-020-010

Real Property in the unincorporated area of the County of Del Norte, State of California, described as follows:

BEGINNING at the north quarter section corner of Section 20, Township 16 North, Range 1 West, Humboldt Meridian; and running thence south 0 degrees 12 minutes 13 seconds east along the east line of the northwest quarter of Section 20, a distance of 350.00 feet;  
Thence south 89 degrees 49 minutes 43 seconds west parallel with the north line of Section 20 a distance of 350.00 feet;  
Thence north 0 degrees 12 minutes 13 seconds west parallel with the east line of the northwest quarter of Section 20, a distance of 350.00 feet to the north line of said section;  
Thence north 89 degrees 49 minutes 43 seconds east along said north line to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the County of Del Norte by deed recorded October 3, 1991 in Book 381 of Official Records, page 490.



**LANDLORD ACKNOWLEDGMENT**

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

State of California  
County of Del Norte

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**TENANT ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**



# CA225 - CRESCENT CITY NORTH

## FA#: 10129993

### GENERATOR INSTALLATION PROJECT

### 30KW GENERAC DIESEL GENERATOR

**255 WEST WASHINGTON BOULEVARD**  
**CRESCENT CITY, CA 95531**



**GENERAL DYNAMICS**  
Information Technology



REVISIONS			
REV	DATE	DESCRIPTION	INT
0	07/16/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.



DATE SIGNED: 7/19/21

SITE INFORMATION:  
**CA225 - CRESCENT CITY NORTH**  
 10129993  
**GENERATOR INSTALLATION PROJECT**  
 255 WEST WASHINGTON BOULEVARD  
 CRESCENT CITY, CA 95531

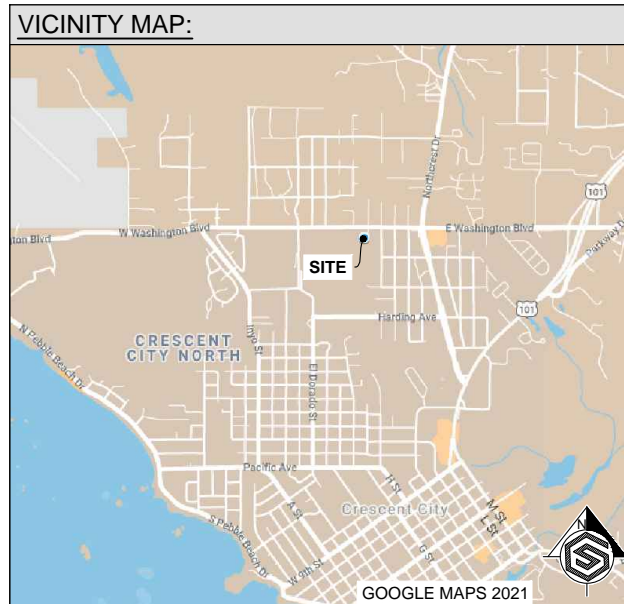
JURISDICTION USE:

SHEET TITLE:

**TITLE SHEET**

SHEET NUMBER:  
**T-1**

SITE INFORMATION:	
SITE ADDRESS:	255 WEST WASHINGTON BOULEVARD CRESCENT CITY, CA 95531
COUNTY:	DEL NORTE
COORDINATES:	41.7721194° / -124.20508° (FOR NAVIGATION ONLY)
PROPERTY LANDLORD OR OWNER:	VAN A. HUNTER
TAX ID #:	118-020-036
ZONING:	N/A
OCCUPANCY GROUP:	U - UNMANNED
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	PACIFICORP
FLOOD ZONE:	X
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION



CODE COMPLIANCE:	
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF ALL GOVERNING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS ARE TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES:	
CALIFORNIA BUILDING CODE (CBC) 2019	
CALIFORNIA ELECTRICAL CODE 2019	
CALIFORNIA MECHANICAL CODE 2019	
CALIFORNIA FIRE CODE (CFC) 2019	
INTERNATIONAL BUILDING CODE (IBC) 2018	
NATIONAL ELECTRICAL CODE (NEC) 2017	
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 13,30,37,58,70,72,110,111	
AMERICAN CONCRETE INSTITUTE (ACI) 318	
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)	
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222	
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 607	

**DO NOT SCALE DRAWINGS:**  
 CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.

CONTACT INFORMATION:	
APPLICANT:	AT&T MOBILITY 1375 CAMINO REAL STE 120 SAN BERNARDINO, CA 92408 PHONE: 951.534.8967
PROJECT MANAGER:	GENERAL DYNAMICS WIRELESS SERVICES, LLC. 19240 DES MOINES DR. S. BLDG C STE 300 SEA TAC, WA 98048 PHONE: 425.606.8785 CONTACT: CHRISTOPHER HERMAN
LEASING / PERMITTING:	JT LAND MANAGEMENT 10615 QUAIL HOLLOW LANE REDDING, CA 96003 PHONE: 530.722.0743 CONTACT: FRANK SCHABARUM
ARCHITECTURE & ENGINEERING:	GEOSTRUCTURAL, LLC. PO BOX 2621 BOISE, ID 83701 PHONE: 530.539.4787 CONTACT: DON GEORGE

APPROVALS :	
AT&T MANAGER	_____
CONSTRUCTION MANAGER	_____
SITE ACQ. MANAGER	_____
PROPERTY OWNER	_____
LANDLORD	_____

**SCOPE OF WORK:**  
 INSTALL (1) GENERAC OPTIONAL STANDBY DIESEL GENERATOR (GENERAC SD030) WITH BASE FUEL TANK ON CONCRETE PAD AND 200A ATS / CAMLOCK (GENERAC TAS200) WITHIN PROPOSED COMPOUND EXPANSION COMPOUND NEAR EXISTING AT&T EQUIPMENT AREA.  
 INTEGRATE NEW GENERATOR WITH EXISTING SERVICE.  
 NOTE: NO CHANGES OR ALTERATIONS TO THE TOWER, MOUNTS, ANTENNAS, FEEDLINES, ETC. IS PROPOSED AS A PART OF THIS SCOPE OF WORK.

**DIG LINE:**  
 THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS.  
 ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTOR'S EXPENSE.



SHEET INDEX:	
SHEET	DESCRIPTION
T-1	TITLE SHEET
N-1	GENERAL NOTES
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ELEVATION VIEWS
S-1	GENERATOR PAD DETAILS
S-2	GENERAL STRUCTURAL DETAILS
S-3	FENCE & GATE DETAILS
S-4	COMPOUND DETAIL
E-1	ELECTRICAL DETAILS
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL DETAILS
E-4.0 < E4.4	GENERATOR SPECIFICATIONS
E-5.0	ATS SPECIFICATIONS
E-5.1	CAM-LOCK BOX SPECIFICATIONS

**GENSET USE, CEQA & BAAQMD EXEMPTION:**

THE PROPOSED GENERAC SD030 GENSET:  
 \* IS RATED AT 49 HP AT MAXIMUM RATED KW OUTPUT,  
 \* IS INSTALLED WITH AN ABOVE-GROUND DOUBLE-WALL SECONDARY CONTAINMENT BASE FUEL TANK WITH 190 USABLE GALLONS OF FUEL,  
 \* USES ULTRA LOW SULFUR DIESEL FUEL (15 ppm SULFUR),  
 \* IS LIMITED TO 100 HOURS PER YEAR OF NON-EMERGENCY USE (TESTING & MAINTENANCE),  
 \* IS INSTALLED WITH A LEVEL 2 ACOUSTIC ENCLOSURE, WHICH BUFFERS SOUND OUTPUT TO A MAXIMUM OF 62 dB AT 7 METERS (~23 FEET),  
 \* IS COMPLIANT WITH APPLICABLE AIR QUALITY REGULATIONS,  
 \* IS EXEMPT FROM AIR QUALITY PERMITS IN MOST JURISDICTIONS UNDER THE PROVISIONS OF CLASS 1, SEC. 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES,  
 \* IS EXEMPT PER BAAQMD REG. 2, RULE 1, SEC. 2-1-114-2.2.1.; LESS THAN 50 BHP.

**CUMULATIVE VOLUME CALCULATIONS:**

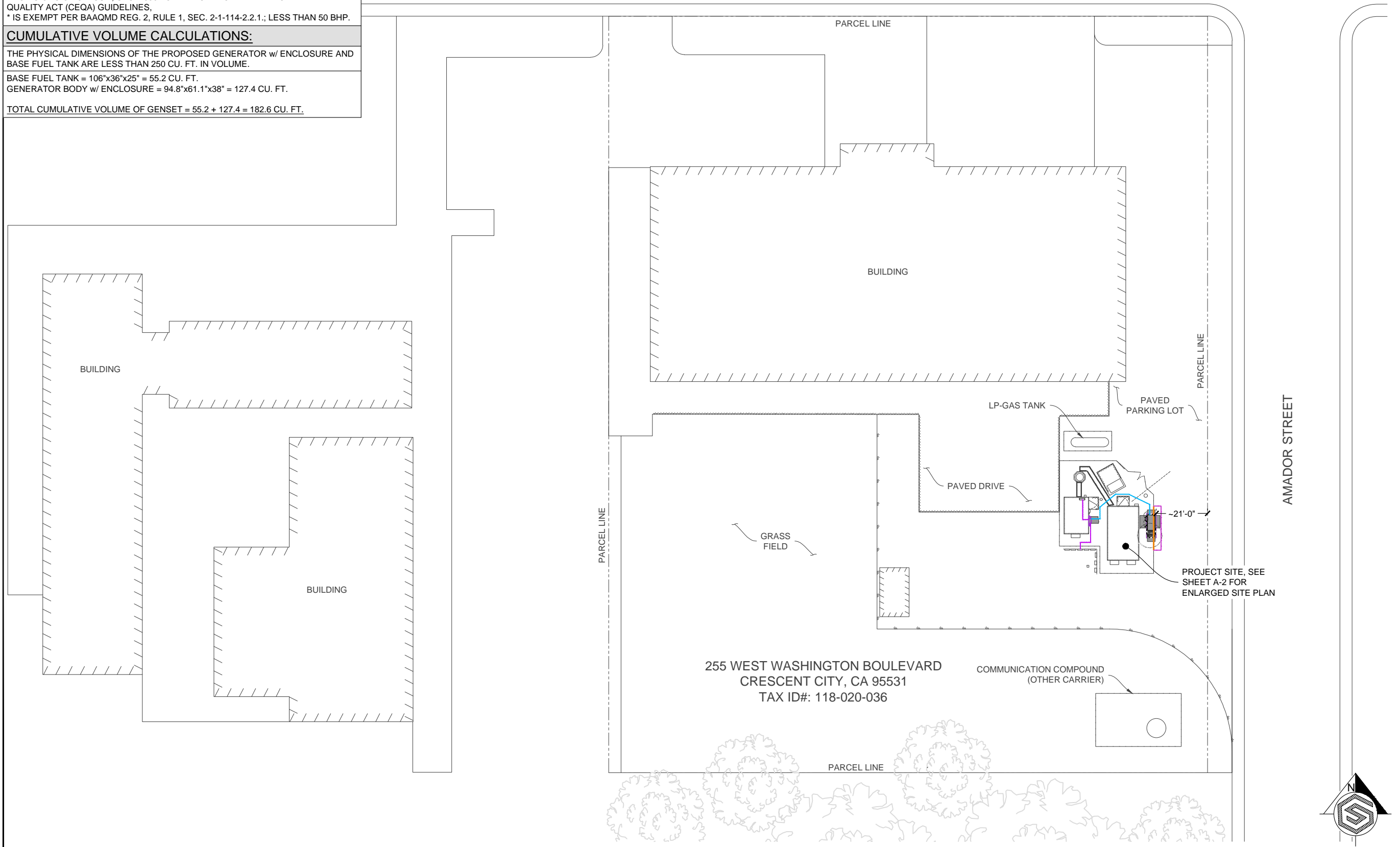
THE PHYSICAL DIMENSIONS OF THE PROPOSED GENERATOR w/ ENCLOSURE AND BASE FUEL TANK ARE LESS THAN 250 CU. FT. IN VOLUME.  
 BASE FUEL TANK = 106"x36"x25" = 55.2 CU. FT.  
 GENERATOR BODY w/ ENCLOSURE = 94.8"x61.1"x38" = 127.4 CU. FT.  
 TOTAL CUMULATIVE VOLUME OF GENSET = 55.2 + 127.4 = 182.6 CU. FT.

**EXISTING CONDITIONS:**

THESE DRAWINGS WERE PRODUCED WITH INFORMATION PROVIDED BY THE CLIENT. LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. GEOSTRUCTURAL DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINE, EASEMENTS AND SETBACKS.

**NOTE:**

EVERYTHING SHOWN IS EXISTING UNLESS MARKED PROPOSED



**GENERAL DYNAMICS**  
Information Technology

**GEOSTRUCTURAL**  
 PO BOX 2621, BOISE, ID 83701  
 530.539.4787  
 CONTACT@GEOSTRUCTURAL.COM  
 WWW.GEOSTRUCTURAL.COM

REVISIONS			
REV	DATE	DESCRIPTION	INT
0	07/16/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

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DATE SIGNED: 7/19/21

SITE INFORMATION:  
 CA225 - CRESCENT CITY NORTH  
 10129993  
 GENERATOR INSTALLATION PROJECT  
 255 WEST WASHINGTON BOULEVARD  
 CRESCENT CITY, CA 95531

JURISDICTION USE:

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**A-1**

**UTILITY NOTE:**

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM RECORD INFORMATION. THE INFORMATION PROVIDED IS IMPLIED NOT INTENDED TO BE A COMPLETE INVENTORY OF THE UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

**EXISTING CONDITIONS:**

THESE DRAWINGS WERE PRODUCED WITH INFORMATION PROVIDED BY THE CLIENT. LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. GEOSTRUCTURAL DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINE, EASEMENTS AND SETBACKS.

**SCOPE OF WORK DETAILS:**

**GENERAL:**

- NEW GENERAC DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-4.0, E-4.1, E-4.2.
- NEW CONCRETE PAD PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEET S-1.
- NEW GENERAC AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS & INSTALLED BY CONTRACTOR. SEE SHEETS S-2, E-5.0, E-5.1.
- NEW COMPOUND FENCE & COMPOUND EXPANSION PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS S-3, S-4.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL RESTORE & REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
- INNER AND OUTER TANK TESTING DOCUMENTATION SHALL BE PROVIDED ONCE TANK IS IN PLACE ON SITE IN ACCORDANCE WITH NFPA 30.
- A CALIBRATION CHART OF PERMANENT AND DURABLE CONSTRUCTION SHALL BE LOCATED AT THE FILL BOX.

**CONDUITS:**

- INSTALL PULL STRING IN EACH CONDUIT.
- (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUIT WITH CONDUCTORS TO BE INSTALLED FROM NEW GENERATOR TO NEW ATS. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-1, E-2.
- (2) NEW 1" ELECTRICAL CONDUITS WITH CONDUCTORS TO BE INSTALLED FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-1, E-2.
- (1) NEW 1" ALARM CONDUIT & CABLING PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-1, E-2.

**GROUNDING:**

- NEW EXOTHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 8'-0" APART. SEE SHEET E-3.

**POWER ROUTING KEYED NOTES:**

- (M/D)** EXISTING AT&T METER AND DISCONNECT
  - (INT)** INTERCEPT EXISTING CONDUIT AND CONDUCTORS AND RE-ROUTE THROUGH PROPOSED ATS (~30'). COORDINATE PATH WITH CONSTRUCTION MANAGER
  - (AC)** EXISTING AC LOAD CENTER
  - (CON)** PROPOSED AT&T UNDERGROUND GENERATOR CONDUIT ROUTE (~45'). CONTRACTOR TO LOCATE EXISTING UTILITIES PRIOR TO EXCAVATION. SEE SHEETS E-1, E-2.
- SEE SHEET E-1 FOR SINGLE LINE DIAGRAM.

**GENERATOR KEYED NOTES:**

- (GEN)** PROPOSED AT&T 30KW DIESEL GENERATOR w/ SOUND ATTENUATED ENCLOSURE, NORMAL/EMERGENCY TANK VENTING AND BASE FUEL TANK. SEE SHEETS S-1, S-2, E-3.
- (1)** FUEL FILL SHALL BE PROVIDED WITH SPILL CONTROL, WITH A SOLID FILL CONNECTION, AND WITH OVERFILL PREVENTION
- (2)** FUEL TANK NORMAL AND EMERGENCY VENTS SHALL TERMINATE AT LEAST 12'-0" ABOVE THE ADJACENT GRADE. SEE SHEET S-2.
- (3)** NFPA 704 PLACARD AND OTHER SIGNAGE. SEE SHEET S-2.

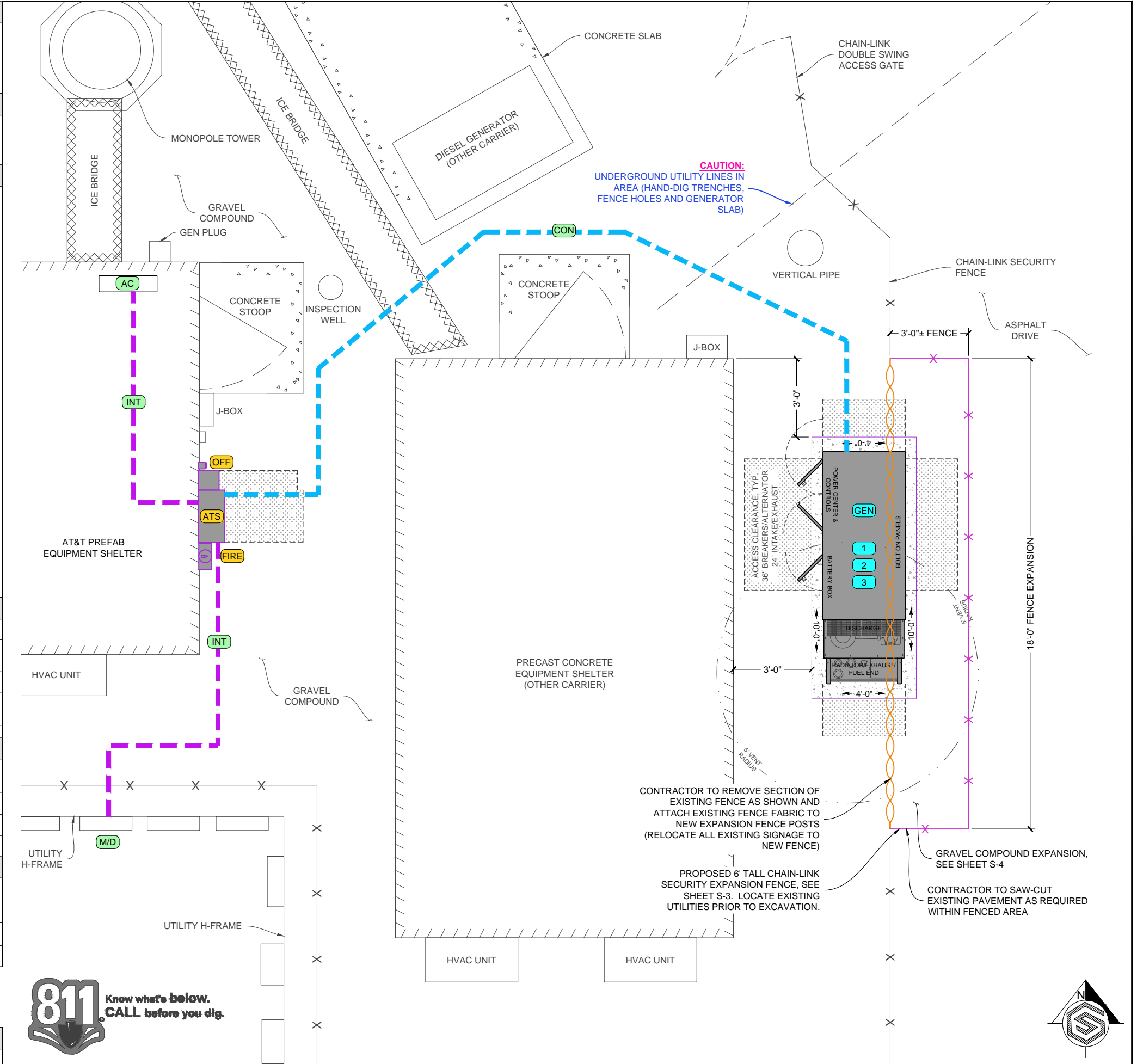
**ATS / EQUIPMENT KEYED NOTES:**

- (FIRE)** -FIRE EXTINGUISHER, (2A-20BC OR APPROVED EQUAL) PER CFC 906.3
- FIRE EXTINGUISHER CABINET (BFC-7009 OR APPROVED EQUAL), MOUNT TO BUILDING WALL OR H-FRAME PER CFC 906.9 (5'-0" MAX. ABOVE GRADE)
- (OFF)** LOCKABLE EMERGENCY SHUTOFF SWITCH, MOUNT TO BUILDING WALL OR H-FRAME PER CFC 906.9 (5'-0" MAX. ABOVE GRADE)
- (ATS)** PROPOSED ATS w/ CAMLOCK MOUNTED ON BUILDING WALL WITH 36" FRONT CLEARANCE. SEE SHEET S-2.

**NOTE:**

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**ENLARGED SITE PLAN**



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**CA225 - CRESCENT CITY NORTH**  
  
10129993  
**GENERATOR INSTALLATION PROJECT**  
255 WEST WASHINGTON BOULEVARD  
CRESCENT CITY, CA 95531

JURISDICTION USE:

SHEET TITLE:  
**ENLARGED SITE PLAN**

SHEET NUMBER:  
**A-2**

SCALE: 1/4" = 1'-0" (11x17) **1**



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CRESCENT CITY, CA 95531

JURISDICTION USE:

SHEET TITLE:  
ELEVATION VIEWS

SHEET NUMBER:

A-3

121'± TOP OF TOWER

EXISTING MONOPOLE TOWER  
(ANTENNAS NOT SHOWN)

EXISTING CHAIN-LINK SECURITY FENCE

EXISTING EQUIPMENT SHELTER  
(OTHER CARRIER)

0'-0" GRADE

PROPOSED AT&T DIESEL GENERATOR WITHIN PROPOSED COMPOUND EXPANSION

12' MIN. TOP OF VENTILATION PIPES

7'-8" TOP OF GENERATOR

0'-0" GRADE

EXISTING ELEVATION VIEW

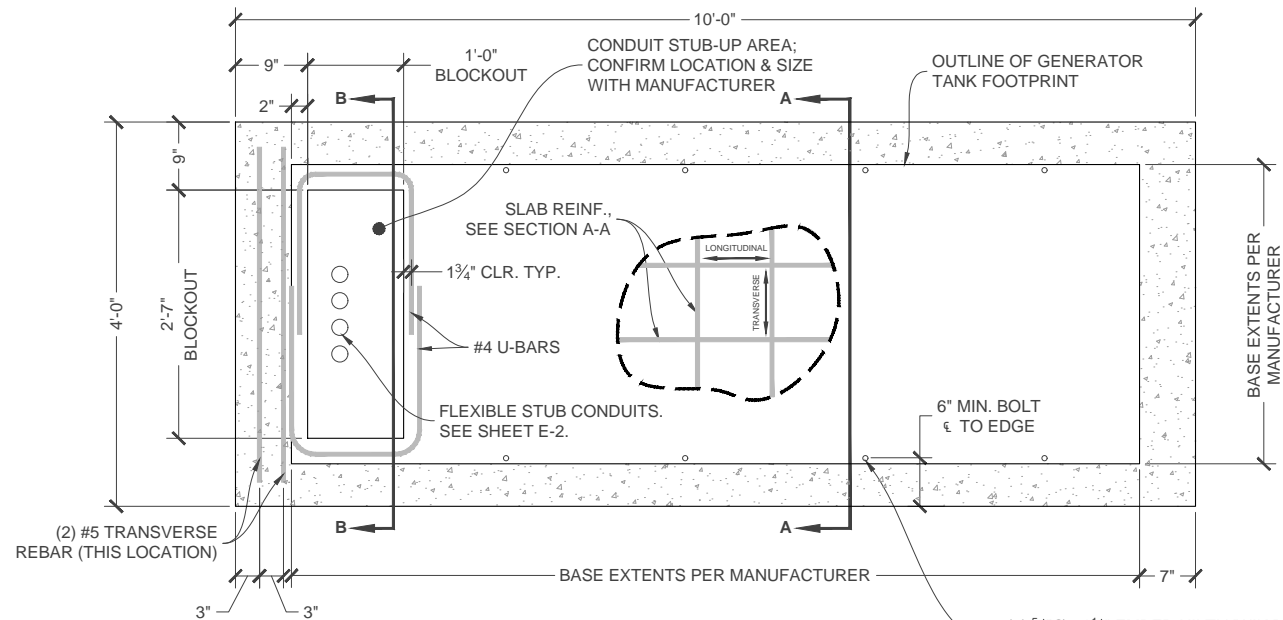
SCALE  
N.T.S.

1

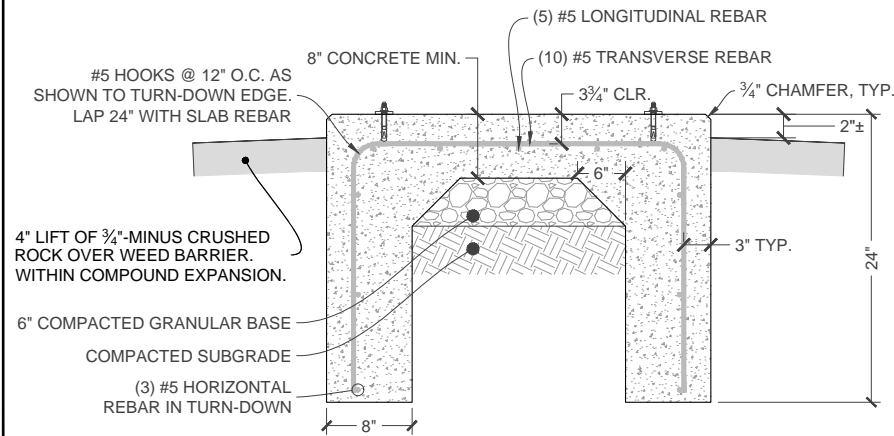
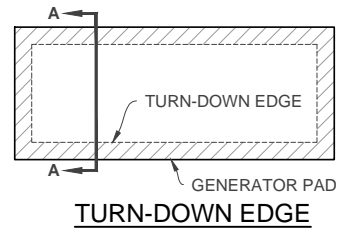
PROPOSED ELEVATION VIEW

SCALE  
N.T.S.

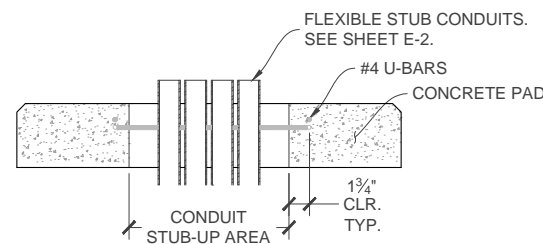
2



**GENERATOR PAD DETAIL**  
SCALE: 1/2"=1'-0" (11x17) 1"=1'-0" (24x36)

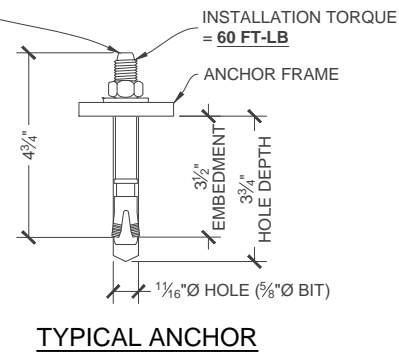


**GENERATOR PAD - SECTION A-A**  
SCALE: 1/2"=1'-0" (11x17) 1"=1'-0" (24x36)



**GENERATOR PAD - SECTION B-B**  
SCALE: 1/2"=1'-0" (11x17) 1"=1'-0" (24x36)

(8) 5/8"  $\phi$  x 3 1/2" EMBED HILTI KWIK BOLT TZ STAINLESS STEEL EXPANSION ANCHOR (OR APPROVED EQUAL). REFERENCE ICC-ES ESR-1917 REPORT.



**STRUCTURAL DESIGN NOTES:**

ALL LOADS DERIVED FROM REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, ASCE 7 & ANSI TIA-222.  
BUILDING & COMMUNICATION STRUCTURES: (41.7721194° / -124.20508°)

- WIND LOADS: IBC 2018 & ASCE 7-16  
V = 93 MPH ULTIMATE WIND SPEED  
STRUCTURE CLASS = II; EXPOSURE CATEGORY = C; TOPOGRAPHIC CATEGORY = 1.  
IMPORTANCE FACTOR = 1.0.
- SEISMIC LOADS: IBC 2018 & ASCE 7-16  
STRUCTURE CLASS = II; SITE CLASS = D.  
S<sub>s</sub> = 2.032; S<sub>1</sub> = 0.969; S<sub>ds</sub> = 1.626

**CONCRETE NOTES:**

- PRIOR TO EXCAVATION, CHECK THE AREA FOR UNDERGROUND FACILITIES.
- ALL CONCRETE SHALL BE IN ACCORDANCE WITH CHAPTER 19 OF THE IBC & ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION & HAVE THE FOLLOWING PROPERTIES:  
A MINIMUM 28-DAY COMPRESSIVE STRENGTH (f<sub>c</sub>) OF 2,500 PSI.  
B CEMENT SHALL BE "LOW-ALKALI" TYPE IIA (MODERATE SULFATE RESISTANCE, AIR ENTRAINING) CONFORMING TO ASTM C150.  
C MAXIMUM WATER/CEMENT RATIO OF 0.45 AND AIR-ENTRAINED 4% TO 7%.  
D CONCRETE PROPORTIONING SHALL BE DESIGNED BY AN APPROVED LABORATORY. TOLERANCES IN ACCORDANCE WITH ACI 117. COPIES OF CONCRETE MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO PLACEMENT.  
E ALL AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. MAXIMUM AGGREGATE SIZE TO BE 3/4".  
F MAXIMUM SLUMP: REFER TO GEOTECHNICAL REPORT WHEN APPLICABLE.
- FORMWORK FOR CONCRETE SHALL CONFORM TO ACI 347. TOLERANCES FOR FINISHED CONCRETE SURFACES SHALL MEET CLASS-C REQUIREMENTS. IN NO CASE SHALL FINISHED CONCRETE SURFACES EXCEED THE FOLLOWING VALUES AS MEASURED FROM NEAT PLAN LINES AND FINISHED GRADES:  $\pm$  1/4" VERTICAL,  $\pm$  1" HORIZONTAL.
- CHAMFER ALL EXPOSED CORNERS AND FILLET ENTRANT ANGLES 3/4" U.N.O.
- CONCRETE FINISHING: CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH ACI. PROVIDE ROUGH FINISH FOR ALL SURFACES NOT EXPOSED TO VIEW AND SMOOTH FINISH FOR ALL OTHERS, U.N.O.
- STEEL REINFORCEMENT AND CONCRETE SHOULD BE PLACED IMMEDIATELY UPON COMPLETION OF THE FOUNDATION EXCAVATION. CONTRACTOR SHALL NOT ALLOW A COLD JOINT TO FORM IN THE CONCRETE. PORTION AT GRADE SHOULD BE FORMED. TEMPORARY CASING MAY BE REQUIRED TO PREVENT CAVING PRIOR TO CONCRETE PLACEMENT.

**REINFORCING STEEL NOTES:**

- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615. VERTICAL/HORIZONTAL BARS SHALL BE GRADE 60; TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. ALL REINFORCING STEEL SHALL HAVE 3" ( $\pm$  3/8") OF CONCRETE COVER, U.N.O.
- ALL BAR BENDS, HOOKS, SPLICES AND OTHER REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ACI 315.
- ALL BARS SHALL BE SPLICED WITH A MINIMUM LAP OF 48 BAR DIAMETERS. LAP SPLICES OF DEFORMED BARS IN TENSION ZONES SHALL BE CLASS-B SPLICES. WELDING OF BARS IS NOT PERMITTED.
- AT ALL CORNERS AND WALL INTERSECTIONS, PROVIDE BENT HORIZONTAL BARS TO MATCH THE HORIZONTAL REINFORCING STEEL.
- PROVIDE VERTICAL DOWELS IN FOOTINGS AND AT CONSTRUCTION JOINTS TO MATCH VERTICAL REINFORCING BAR SIZE AND SPACING.
- ACI-APPROVED PLASTIC-COATED BAR CHAIRS OR PRECAST CONCRETE BLOCKS SHALL BE PROVIDED FOR SUPPORT OF ALL GRADE-CAST REINFORCING STEEL & SHALL BE SUFFICIENT IN NUMBER TO PREVENT SAGGING. METAL CLIPS OR SUPPORTS SHALL NOT BE PLACED IN CONTACT WITH THE FORMS OR THE SUB-GRADE.
- DOWELS AND ANCHOR BOLTS SHALL BE WIRED OR OTHERWISE HELD IN CORRECT POSITION PRIOR TO PLACING CONCRETE. IN NO CASE SHALL DOWELS OR ANCHOR BOLTS BE "STABBED" INTO FRESHLY-POURED CONCRETE.

**FOUNDATION & SOIL NOTES:**

- FOUNDATION DESIGN BASED ON PRESUMPTIVE MINIMUM SOIL PARAMETERS (ALLOWABLE BEARING = 1,000 PSF; ALLOWABLE PASSIVE SLIDING = 100 PSF/FT) IN ACCORDANCE WITH THE IBC AND CBC.
- THE EXCAVATION SHALL BE INSPECTED PRIOR TO THE PLACEMENT OF CONCRETE AND THE CONTRACTOR SHALL PROVIDE A NOTICE OF INSPECTION FOR THE BUILDING INSPECTOR FOR REVIEW AND RECORDS PURPOSES.
- THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS NECESSARY TO SUPPORT THE EXCAVATION DURING CONSTRUCTION.
- ALL FOUNDATIONS TO BE PLACED ON FIRM, UNDISTURBED, INORGANIC MATERIAL. PROOF ROLL SUB-GRADE PRIOR TO PLACING CONCRETE WHERE THE MATERIAL HAS BEEN DISTURBED BY EQUIPMENT. UNACCEPTABLE/DISTURBED MATERIAL SHALL BE OVER-EXCAVATED AND REPLACED WITH "LEAN CONCRETE FILL" OR REPLACED WITH STRUCTURAL BACKFILL.
- STRUCTURAL BACKFILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 6" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557 (MODIFIED PROCTOR).

**MECHANICAL ANCHOR NOTES:**

- HILTI PRODUCTS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS, AS INCLUDED IN THE ADHESIVE PACKAGING.
- CONTRACTOR SHALL AVOID DRILLING HOLES IN VERTICAL/HORIZONTAL REINFORCING BARS.
- HOLES MUST BE WIRE BRUSHED AND BLASTED WITH COMPRESSED AIR PRIOR TO INSTALLATION. TEMPERATURES/METHODS/WORKING TIME/ETC. ARE TO BE IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.



**GENERAL DYNAMICS**  
Information Technology



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10129993  
GENERATOR INSTALLATION PROJECT  
255 WEST WASHINGTON BOULEVARD  
CRESCENT CITY, CA 95531

JURISDICTION USE:

SHEET TITLE:  
**GENERATOR PAD DETAILS**

SHEET NUMBER:  
**S-1**

Crescent City North CA225

**COMMUNICATIONS FACILITY LEASE**  
(Existing Structure and Ground Space)

This Lease is made and entered into the 30 day of May, 2003, by and between Crescent Fire Protection District a Special District, organized under the laws of the State of California with an address at 255 W Washington Blvd, Crescent City, CA 95531 (hereinafter referred to as "Landlord") and Edge Wireless LLC, an Oregon limited liability company, with an address at 650 SW Columbia, Suite 7200, Bend, Oregon 97702 (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of that certain real property located at 255 W. Washington Blvd, Crescent City, County of Del Norte, State of California (the "Property"), which is more particularly described in Exhibit A attached hereto, upon which Tenant intends to install for Landlord a 120' monopole as more particularly described in Section 34 of this Lease (the "Structure").

WHEREAS, Tenant desires to lease a portion of the Property and space on the Structure for Tenant's transmission and receipt of radio-telephone and other electrical signals.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

(a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord portions of the Property consisting of (a) a ground space of approximately 1,080 square feet and (b) space on the structure and such easements as are necessary for the antennas and initial installation, all of which is more particularly described as the "Premises" in Exhibit B, which is attached hereto and incorporated herein by reference, together with unrestricted access for Tenant's uses from the nearest public right-of-way.

(b) During the Option period and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right (i) to enter upon the Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively the "Tests"), (ii) to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and (iii) otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Premises, and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant's inspection.

Tenant will not permit any lien arising out of any work performed at Tenant's request to attach to the Property, and will hold Landlord and the Property harmless from and against any liens or charges arising out of Tenant's work.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Hundred Dollars (\$500.00) upon execution of this Lease. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant for an additional six (6) months upon written notification to Landlord prior to the expiration date of the Initial Option Term and the payment of an additional Five Hundred Dollars (\$500.00) as consideration for the renewal. Option fees once paid are non-refundable.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing of its election to do so, and the "Commencement Date" of this Lease shall be deemed to be the earlier of (i) the date that Tenant has completed construction of the Structure and commences installation of Tenant's Facilities (defined below) or (ii) the expiration date of the Initial Option Term or any extension thereof. Landlord and Tenant shall record a Memorandum of Lease in substantially the form attached hereto, at such time as Landlord is in receipt of written notice from Tenant to exercise the Option, and Tenant may obtain at Tenant's expense a leasehold policy of title insurance. Landlord agrees to cooperate with Tenant to obtain nondisturbance agreements from the holders of any liens against the Property that have priority over Tenant's interest, and Tenant may terminate this Option by written notice to Landlord prior to commencement of construction of Tenant's Facilities if Tenant's leasehold interest is subject to liens or encumbrances that are not acceptable to Tenant in its sole discretion. If Tenant exercises the Option then Landlord leases the Premises to the Tenant on the following terms and conditions:

2. Grant of Licenses. Landlord hereby grants to Tenant the following described licenses appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) Access. The right of pedestrian and vehicular ingress and egress to and from the Premises at any time over and upon the Property twenty-four (24) hours a day, seven (7) days a week, between the Premises and the public road known as Amador St. over existing traveled ways where practical, and establishing a new route as necessary, including, but not limited to, the right to improve an access road.

(b) Utilities. The right to place utility lines and related infrastructure over, across, or under the Property between the Premises and suitable utility company service connection points. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. Survey/Site Plan. Tenant shall, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

4. Use of Premises. It is understood that Tenant intends to use the Premises and the licenses granted hereunder for the purpose of installing and operating antennas and related equipment ("Tenant's Facilities") for the transmission and receipt of radio-telephone and other electrical signals; such use includes the right to install and operate antennas, an equipment shelter or cabinet, cables and other connections between the Tenant's equipment and antennas, and fencing and any other items necessary to the successful and secure operation of Tenant's Facilities. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, or increase the number of antennas at any time during the term of this Lease. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto, and shall not unreasonably interfere with or prevent Landlord's normal and customary use of the Property.

5. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date. The Initial Term will terminate on the last day of the month in which the fifth (5<sup>th</sup>) annual anniversary of the Commencement Date occurred.

6. Option to Renew. Tenant shall have the option to renew this Lease for up to five (5) additional terms of five (5) years each, upon a continuation of all the same provisions hereof. Each option to extend this Lease shall be automatically deemed exercised by the Tenant or its successors unless written notice of termination is sent to the Landlord at least three (3) months prior to the expiration of the then existing term of this Lease.

7. Termination. Tenant shall have the right to terminate this Lease, or any extension thereof, at any time upon giving Landlord sixty (60) days' written notice to Landlord by certified mail or nationally recognized courier service. If this Lease is terminated rent and other charges shall be prorated as of the date of termination.

8. Rent. Commencing on the Commencement Date, Tenant shall pay rent to the Landlord for attachments on the Structure and ground space in the amount of Six Hundred Fifty Dollars (\$650.00) per month, which shall be due regularly thereafter on the first day of each month after the Commencement Date. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

9. Adjusted Rent. On every anniversary of the Commencement Date of this Lease, rent shall be increased by three percent (3%) of the previous year's rent.

10. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. Tenant may install an emergency generator on the Premises and operate such generator during times when commercial power is not available. Landlord will allow, at no charge to Tenant, Tenant to tie into Landlord's existing power generator on site. Tenant agrees to attach one parking lot light fixture to the tower (fixture and attachments to be provided by Landlord) at the approximately 35' level. Fixture to draw power from Landlord's power supply.

11. Non-Interference. (a) If there are existing radio frequency user(s) on the Property, then within 20 days after the date of this Lease Landlord will provide Tenant with a list of all existing radio frequency user(s) and their respective frequencies to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with such existing radio frequency users on the Property as long as the existing radio frequency user(s) operate and continue to operate within the frequencies disclosed to Tenant as provided above and in accordance with all applicable laws and regulations. (b) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Facilities. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment. (c) Neither Landlord nor Tenant will use, nor will Landlord or Tenant permit either of their respective employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of the other or the rights of the other party under this Lease. The interfering party will cause such interference to cease upon not more than twenty-four (24) hour notice from the other party. In the event any such interference to the other party's operations does not cease within the aforementioned cure period then the parties acknowledge that the other party will suffer irreparable injury, and therefore, such party will have the right in addition to any other rights that it may have a law or in equity, for breach of this Lease, to elect to enjoin such interference or to terminate the Lease upon notice to the interfering party.

12. Compliance with FCC Radio Frequency Emissions Requirements. Tenant agrees to comply with all Federal Communications Commission ("FCC") rules pertaining to its operations on the Premises, including those pertaining to radio frequency exposure. Landlord shall require all other communications tenants of the Property to bear the same responsibility. If a subsequent communications tenant of the Property causes the radio frequency levels at the Premises and surrounding vicinity exceed exposure levels set by the FCC, Landlord shall require that such tenant shall take all steps necessary to meet FCC compliance levels.

13. Property Taxes. Tenant shall pay the personal property taxes levied against Tenant's Facilities and the Landlord shall be responsible for the real estate taxes levied against the Property. If any of Tenant's Facilities are assessed and taxed as real property, Tenant shall pay any real property taxes attributable to Tenant's facilities.

14. Repairs. Tenant shall be responsible for all repairs of Tenant's Facilities, and may at its own expense alter or modify Tenant's Facilities to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant or its employees or agents, or directly resulting from the installation, use,

maintenance, repair or removal of Tenant's Facilities upon the Property. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord or its employees or agents. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful misconduct or negligence. Notwithstanding anything to the contrary in this Lease, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars combined single limit for bodily injury or death/property damage arising out of any one occurrence covering Tenant's work and operations upon the Property, and commercially reasonable property and casualty insurance covering Tenant's Facilities.

Landlord shall continuously maintain in full force and effect throughout the term of this Lease commercially reasonable liability insurance and commercially reasonable property and casualty insurance.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for thirty (30) days after Landlord notifies Tenant in writing of such failure. Landlord may access a late charge equal to five percent (5%) of any rent not received on or before the 10<sup>th</sup> day of the month.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of sixty (60) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional sixty (60) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Transferability of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's authorization to operate Tenant's Facilities at the Site. Landlord understands and agrees that Tenant's interest in this Lease has been or will be assigned from time to time for security purposes as collateral in loan documents between Tenant and lenders. Landlord's consent to such assignment is not required, and in the

event of Tenant's default of any such loan documents, Landlord will acknowledge any substitute tenant resulting from a foreclosure of a security interest as the Tenant under this Lease. Any other assignment of this Lease by Tenant, except as otherwise set forth in this paragraph shall require Landlord's prior written consent, which consent Landlord agrees, shall not unreasonably be withheld. Furthermore, no assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in writing setting forth the name, address and telephone number of such assignee. Notwithstanding the foregoing, Tenant may assign or otherwise transfer this Lease without Landlord's prior written consent to an entity controlling, controlled by, or under common control with Tenant or to an entity acquiring substantially all of Tenant's assets through merger, sale or otherwise. For the purpose of this paragraph, "control" is defined as direct or indirect ownership of a 30% or more of the outstanding stock, ownership interest or other equity interest in the party controlled. Upon the effective date of any permitted assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

20. Subleasing. Tenant acknowledges that Landlord may lease space on the Structure to additional users ("Collocators"). Tenant shall have first right of refusal to lease any available space at the top 20' of the Structure that is not used or reserved for use by Landlord or other government entities. In consideration of Tenant's installation of the Structure, Landlord shall pay to Tenant fifty percent (50%) of the rents collected from any such Collocators within thirty (30) days after receipt and shall include with such payment a summary of all rent received from Collocators during the period to which such payment relates. Rent for any future collocators shall be based upon fair market value, as mutually agreed between Landlord and Tenant.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the County Recorder's Office. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Tenant's Facilities. Tenant's Facilities are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove Tenant's Facilities from the Premises provided that Tenant repairs any damage caused by such removal and leaves the Premises substantially the condition which existed as of the Commencement Date, reasonable wear and tear excepted. . Within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any of Tenant's Facilities located above ground from the Premises. If Landlord does not notify Tenant that Tenant must remove such Tenant's Facilities within thirty days (30) after expiration or earlier termination of this Lease, then Tenant shall have the option of either removing or abandoning such Tenant's Facilities.

23. Warranties. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to

enter into this Lease and bind itself hereto through the party set forth as signatory for the party below; and (b) Landlord represent and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Lease; (ii) Landlord has legal vehicular access to the Property from the public road describe above and has the right to permit Tenant to use such access throughout the term of this Lease; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) the execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord or the Property.

24. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or beneficiary thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of an encumbrance against the Property a non-disturbance agreement in form reasonably satisfactory to Tenant provided that Tenant pays any expenses incurred by Landlord in connection therewith

25. Environmental Warranty. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property. (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. (c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover its reasonable cost and expenses incurred in such action and on appeal, including reasonable attorney fees.

27. Notices. All notices required or desired to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, or nationally recognized courier service to the party to be served at its address as follows:

If to Landlord:

Crescent Fire Protection District  
255 W Washington Blvd.  
Crescent city CA 95531

If to Tenant:

Edge Wireless, LLC  
Real Estate Manager  
650 S.W. Columbia, Suite 7200  
Bend, OR 97702

Notices shall be deemed received when properly sent and received, refused or returned undelivered. Either party may change its address by notifying the other party of the change of address not less than ten (10) days prior to the effective date of such change.

28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

29. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

30. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

31. Governing Law. This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

32. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required

under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Lease and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

33. Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) rent has not been paid in advance beyond the regularly scheduled rental payments period set forth in the Lease.

34. Installation and Ownership of the Structure. Landlord and Tenant agree that if Tenant exercises the Option, Tenant will install the Structure on the Premises at Tenant's expense. The plans and specifications for the Structure shall be subject to Landlord's prior approval, which Landlord will not unreasonably withhold, condition or delay. Upon completion of construction of the Structure, Tenant will deliver a bill of sale for the Structure to Landlord, and Landlord will thereafter own and maintain the Structure, subject to Tenants rights under this Lease. It is agreed that Landlord reserves the top 20' of the Structure for county/public service equipment. Landlord and Tenant further agree that if Landlord moves its existing equipment from the Landlord's existing tower onto the Structure it will be done so at Landlords expense. Tenant shall apply for, obtain and pay for all necessary permits from governmental agencies to construct and install the Structure and Tenant's Facilities described herein, and hold Landlord and the Property harmless from expenses related thereto.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

*Crescent Fire Protection District*

Jim Nelson

Printed: Jim Nelson  
CFPD.

Title: Board president

TENANT:

*Edge Wireless LLC*

By: Roy Willy

Printed: Roy Willy

Title: Director of System Development

### EXHIBIT A

#### DESCRIPTION OF THE PROPERTY

The Property of which the Premises are a part is all that real property located in the State of California, County of Del Norte, described as follows:

APN: 120-020-010

Real Property in the unincorporated area of the County of Del Norte, State of California, described as follows:

BEGINNING at the north quarter section corner of Section 20, Township 16 North, Range 1 West, Humboldt Meridian; and running thence south 0 degrees 12 minutes 13 seconds east along the east line of the northwest quarter of Section 20, a distance of 350.00 feet;

Thence south 89 degrees 49 minutes 43 seconds west parallel with the north line of Section 20 a distance of 350.00 feet;

Thence north 0 degrees 12 minutes 13 seconds west parallel with the east line of the northwest quarter of Section 20, a distance of 350.00 feet to the north line of said section;

Thence north 89 degrees 49 minutes 43 seconds east along said north line to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the County of Del Norte by deed recorded October 3, 1991 in Book 381 of Official Records, page 490.

## **EXHIBIT B**

### **DESCRIPTION OF THE PREMISES**

The Premises consist of a parcel of land as depicted below, together with a non-exclusive license and right of way in and over the Property to provide pedestrian and vehicular ingress and egress to and from the Premises from the nearest public road, and utilities between the Premises and suitable utility company service connection points; and, a temporary right to enter and rest upon the Property adjacent to the Premises for the purposes of installing, repairing, replacing, and removing Tenant's Facilities and any other improvements or personal property of Tenant upon the Premises, including the right to bring in and use all necessary tools and machinery. The Premises and the associated access and utility connections as depicted below, are approximate only, and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property.

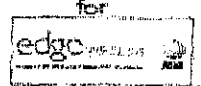
Approximate dimensions: 54' X 20'

Approximate square footage: 1,080 sq ft.

And not less than 80' to 100' of Space on the Tower

# SITE PLAN

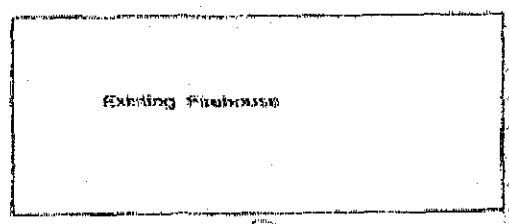
Located in  
NW 1/4 of Section 20  
T 16 N, R 1 W, H.M.  
Del Norte County, California



Crescent City North SIB CA-225  
March, 2003

PT 18/11

Washington Blvd.



Existing Firehouse

Electric  
Power  
Transformer

Concrete

Asphalt

Amador St.

LEASE PARCEL = [shaded area]  
ACCESS ROUTE = [shaded area]

Hardey Engineering &  
Associates, Inc.



P.O. BOX 1625  
MEMPHIS, OREGON 97201-0061  
PHONE: 541-322-6880  
FAX: 541-724-8573  
EMAIL: vsh@hea-inc.com

APP 1201-020-010

# Crescent City Fire & Rescue

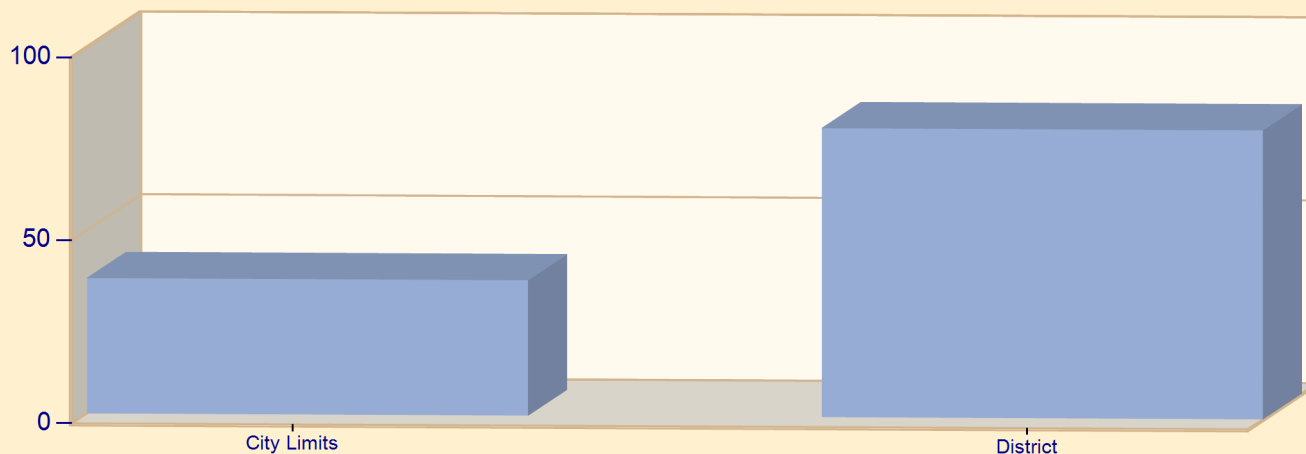
Crescent City, CA

This report was generated on 8/4/2021 4:45:15 PM



## Incident Type Count per Zone for Date Range

Start Date: 07/01/2021 | End Date: 07/31/2021



ZONES	INCIDENT TYPE	COUNT
<b>City Limits - City Limits</b>		
	100 - Fire, other	5
	112 - Fires in structure other than in a building	1
	118 - Trash or rubbish fire, contained	1
	154 - Dumpster or other outside trash receptacle fire	2
	311 - Medical assist, assist EMS crew	16
	322 - Motor vehicle accident with injuries	1
	561 - Unauthorized burning	5
	611 - Dispatched & cancelled en route	3
	622 - No incident found on arrival at dispatch address	1
	651 - Smoke scare, odor of smoke	1
	730 - System malfunction, other	1
	<i>Total Incidents for City Limits - City Limits:</i>	<b>37</b>
<b>District - District</b>		
	111 - Building fire	2
	113 - Cooking fire, confined to container	1
	118 - Trash or rubbish fire, contained	2
	131 - Passenger vehicle fire	1
	141 - Forest, woods or wildland fire	1
	150 - Outside rubbish fire, other	2
	151 - Outside rubbish, trash or waste fire	2

Zone information is defined on the Basic Info 3 screen of an incident.  
Only REVIEWED incidents included.



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Doc Id: 1404

Page # 1 of 2

ZONES	INCIDENT TYPE	COUNT
	154 - Dumpster or other outside trash receptacle fire	1
	160 - Special outside fire, other	1
	311 - Medical assist, assist EMS crew	29
	322 - Motor vehicle accident with injuries	2
	324 - Motor vehicle accident with no injuries.	1
	364 - Surf rescue	1
	412 - Gas leak (natural gas or LPG)	1
	445 - Arcing, shorted electrical equipment	1
	561 - Unauthorized burning	12
	611 - Dispatched & cancelled en route	8
	622 - No incident found on arrival at dispatch address	5
	631 - Authorized controlled burning	2
	651 - Smoke scare, odor of smoke	1
	733 - Smoke detector activation due to malfunction	1
	735 - Alarm system sounded due to malfunction	1
	745 - Alarm system activation, no fire - unintentional	1
	<i>Total Incidents for District - District:</i>	79
<b>Total Count for all Zone:</b>		<b>116</b>

Zone information is defined on the Basic Info 3 screen of an incident.  
Only REVIEWED incidents included.



\*Figure Rounded Total Reimbursement to the Assessor/Total Value of Fire District Benefit Assessments = % of Benefit Assessment Paid to Assessor

Fire District	2020	2019	2018	2017	2016	Overall Percentage	\$ Per Secured Fire Benefit Unit	District Benefit Assessment
CFPD	*11,202/261,030 = .042914 = 4.3%	*11,188/260,694 = .042916 = 4.3%	*11,190/260,736 = .042916 = 4.3%	*11,224/261,492 = .042922 = 4.3%	*11,283/262,878 = .042921 = 4.3%	4.3% (Now 1.84%)	\$1.80	\$42.00 (Now \$98.00)
FDFPD	*1,722/9,684 = .17781 = 17.8%	*1,718/9,657 = .17790 = 17.8%	*1,745/9,810 = .17787 = 17.8%	1,742/9,792 = .17790 = 17.8%	1,742/9,792 = .17790 = 17.8%	17.80%	\$1.60	\$9.00
KFPD	*1,175/16,584 = .07085 = 7.1%	1,190/16,800 = .07083 = 7.1%	1,224/17,280 = .07083 = 7.1%	*1,222/17,256 = .07081 = 7.1%	*1,229/17,352 = .07082 = 7.1%	7.10%	\$1.70	\$24.00
SRFPD	*2,532/40,203 = .06298 = 6.3%	*2,512/39,879 = .06299 = 6.3%	*2,512/39,879 = .06299 = 6.3%	*2,516/39,960 = .06296 = 6.3%	*2,513/39,906 = .06297 = 6.3%	6.30%	\$1.70	\$27.00
GFPD	*564/9,960 = .05662 = 5.7%	*563/9,930 = .05669 = 5.7%	*559/9,870 = .05663 = 5.7%	*565/9,960 = .05672 = 5.7%	*571/10,050 = .05681 = 5.7%	5.70%	\$1.70	\$30.00
Districts Combined	17,195/337,461 = .0509 = 5.1%	17,170/336,960 = .0509 = 5.1%	*17,230/337,575 = .0510 = 5.1%	*17,270/338,460 = .0510 = 5.1%	*17,339/339,978 = .0510 = 5.1%	5.10%	N/A	N/A

Proposed Amendment: Benefit Assessment Value X 5% = Reimbursement to Assessor

Fire District	2020	Adj.	2019	Adj.	2018	Adj.	2017	Adj.	2016	Adj.	Overall Percentage	District Benefit Assessment
CFPD	261,030 X .05 = 13,052 (was 11,202)	1,850	260,694 X .05 = 13,035 (was 11,188)	1,847	260,736 X .05 = 13,037 (was 11,190)	1,847	261,492 X .05 = 13,074 (was 11,224)	1,850	262,878 X .05 = 13,144 (was 11,283)	1,861	5.00%	\$42.00 (Now \$98.00)
FDFPD	9,684 X .05 = 484 (was 1,722)	-1,238	9,657 X .05 = 483 (was 1,718)	-1,235	9,810 X .05 = 491 (was 1,745)	-1,254	9,792 X .05 = 490 (was 1,742)	-1,252	9,792 X .05 = 490 (was 1,742)	-1,252	5.00%	\$9.00
KFPD	16,584 X .05 = 829 (was 1,175)	-346	16,800 X .05 = 840 (was 1,190)	-350	17,280 X .05 = 864 (was 1,224)	-360	17,256 X .05 = 863 (was 1,222)	-359	17,352 X .05 = 868 (was 1,229)	-361	5.00%	\$24.00
SRFPD	40,203 X .05 = 2,010 (was 2,532)	-522	39,879 X .05 = 1,994 (was 2,512)	-518	39,879 X .05 = 1,994 (was 2,512)	-518	39,960 X .05 = 1,998 (was 2,516)	-518	39,906 X .05 = 1,996 (was 2,513)	-517	5.00%	\$27.00
GFPD	9,960 X .05 = 498 (was 564)	-66	9,930 X .05 = 497 (was 563)	-66	9,870 X .05 = 494 (was 559)	-65	9,960 X .05 = 498 (was 565)	-67	10,050 X .05 = 503 (was 571)	-68	5.00%	\$30.00
Districts Combined	337,461 X .05 = 16,874 (was 17,195)	-321	336,960 X .05 = 16,848 (was 17,170)	-322	337,575 X .05 = 16,879 (was 17,230)	-351	338,460 X .05 = 16,923 (was 17,270)	-347	339,978 X .05 = 16,999 (was 17,339)	-340	5.00%	N/A

**2020-2021 FIRE ASSESSMENT TOTALS**

FIRE DISTRICT	CODE	FIRE FEE	ACCOUNT	DOLLAR AMOUNT	PARCEL COUNT	ACTUAL FIRE FEE #	\$ PER FIRE FEE UNIT	ASSESSOR MAINT. FEE
Crescent Fire	F1	\$42.00	Secured	\$257,964.00	5172	6142	\$1.80	\$11,055.60
			Unsecured	\$3,066.00	53	73	\$2.00	\$146.00
	Total			\$261,030.00	5225	6215		\$11,201.60
Fort Dick Fire	F2	\$9.00	Secured	\$9,666.00	961	1,074	\$1.60	\$1,718.40
			Unsecured	\$18.00	2	2	\$2.00	\$4.00
	Total			\$9,684.00	963	1,076		\$1,722.40
Klamath Fire	F3	\$24.00	Secured	\$16,584.00	537	691	\$1.70	\$1,174.70
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$16,584.00	537	691		\$1,174.70
Smith River Fire	F4	\$27.00	Secured	\$40,149.00	1327	1487	\$1.70	\$2,527.90
			Unsecured	\$54.00	2	2	\$2.00	\$4.00
	Total			\$40,203.00	1329	1489		\$2,531.90
Gasquet Fire	F5	\$30.00	Secured	\$9,960.00	306	332	\$1.70	\$564.40
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$9,960.00	306	332		\$564.40

**Total Fire Fee Assessments: \$337,461.00 \*Includes Unsecured**

**Total Assessor Maintenance Fees: \$17,195.00**

= Use These Figures For District Letters

**2019-2020 FIRE ASSESSMENT TOTALS**

FIRE DISTRICT	CODE	FIRE FEE	ACCOUNT	DOLLAR AMOUNT	PARCEL COUNT	ACTUAL FIRE FEE #	\$ PER FIRE FEE UNIT	ASSESSOR MAINT. FEE
Crescent Fire	F1	\$42.00	Secured	\$257,418.00	5162	6129	\$1.80	\$11,032.20
			Unsecured	\$3,276.00	54	78	\$2.00	\$156.00
	Total			\$260,694.00	5216	6207		\$11,188.20
Fort Dick Fire	F2	\$9.00	Secured	\$9,639.00	958	1071	\$1.60	\$1,713.60
			Unsecured	\$18.00	2	2	\$2.00	\$4.00
	Total			\$9,657.00	960	1073		\$1,717.60
Klamath Fire	F3	\$24.00	Secured	\$16,800.00	543	700	\$1.70	\$1,190.00
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$16,800.00	543	700		\$1,190.00
Smith River Fire	F4	\$27.00	Secured	\$39,825.00	1320	1475	\$1.70	\$2,507.50
			Unsecured	\$54.00	2	2	\$2.00	\$4.00
	Total			\$39,879.00	1322	1477		\$2,511.50
Gasquet Fire	F5	\$30.00	Secured	\$9,930.00	306	331	\$1.70	\$562.70
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$9,930.00	306	331		\$562.70

Total Fire Fee Assessments: **\$336,960.00** \*Includes Unsecured

Total Assessor Maintenance Fees: **\$17,170.00**

= Use These Figures For District Letters

**2018-2019 FIRE ASSESSMENT TOTALS**

FIRE DISTRICT	CODE	FIRE FEE	ACCOUNT	DOLLAR AMOUNT	PARCEL COUNT	ACTUAL FIRE FEE #	\$ PER FIRE FEE UNIT	ASSESSOR MAINT. FEE
Crescent Fire	F1	\$42.00	Secured	\$257,502.00	5166	6131	\$1.80	\$11,035.80
			Unsecured	\$3,234.00	53	77	\$2.00	\$154.00
	Total			\$260,736.00	5219	6208		\$11,189.80
Fort Dick Fire	F2	\$9.00	Secured	\$9,783.00	958	1087	\$1.60	\$1,739.20
			Unsecured	\$27.00	3	3	\$2.00	\$6.00
	Total			\$9,810.00	961	1090		\$1,745.20
Klamath Fire	F3	\$24.00	Secured	\$17,280.00	542	720	\$1.70	\$1,224.00
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$17,280.00	542	720		\$1,224.00
Smith River Fire	F4	\$27.00	Secured	\$39,825.00	1314	1475	\$1.70	\$2,507.50
			Unsecured	\$54.00	2	2	\$2.00	\$4.00
	Total			\$39,879.00	1316	1477		\$2,511.50
Gasquet Fire	F5	\$30.00	Secured	\$9,870.00	306	329	\$1.70	\$559.30
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$9,870.00	306	329		\$559.30

**Total Fire Fee Assessments: \$337,575 \*Includes Unsecured**

**Total Assessor Maintenance Fees: \$17,229.80**

= Use These Figures For District Letters

**2017-2018 FIRE ASSESSMENT TOTALS**

FIRE DISTRICT	CODE	FIRE FEE	ACCOUNT	DOLLAR AMOUNT	PARCEL COUNT	ACTUAL FIRE FEE #	\$ PER FIRE FEE UNIT	ASSESSOR MAINT. FEE
Crescent Fire	F1	\$42.00	Secured	\$257,922.00	5175	6141	\$1.80	\$11,053.80
			Unsecured	\$3,570.00	57	85	\$2.00	\$170.00
	Total			\$261,492.00	5232	6226		\$11,223.80
Fort Dick Fire	F2	\$9.00	Secured	\$9,765.00	956	1085	\$1.60	\$1,736.00
			Unsecured	\$27.00	3	3	\$2.00	\$6.00
	Total			\$9,792.00	959	1088		\$1,742.00
Klamath Fire	F3	\$24.00	Secured	\$17,256.00	541	719	\$1.70	\$1,222.30
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$17,256.00	541	719		\$1,222.30
Smith River Fire	F4	\$27.00	Secured	\$39,933.00	1315	1479	\$1.70	\$2,514.30
			Unsecured	\$27.00	1	1	\$2.00	\$2.00
	Total			\$39,960.00	1316	1480		\$2,516.30
Gasquet Fire	F5	\$30.00	Secured	\$9,870.00	306	329	\$1.70	\$559.30
			Unsecured	\$90.00	3	3	\$2.00	\$6.00
	Total			\$9,960.00	309	332		\$565.30

Total Fire Fee Assessments: \$338,460.00 \*Includes Unsecured

Total Assessor Maintenance Fees: \$17,269.70

= Use These Figures For District Letters

**2016-2017 FIRE ASSESSMENT TOTALS**

FIRE DISTRICT	CODE	FIRE FEE	ACCOUNT	DOLLAR AMOUNT	PARCEL COUNT	ACTUAL FIRE FEE #	\$ PER FIRE FEE UNIT	ASSESSOR MAINT. FEE
Crescent Fire	F1	\$42.00	Secured	\$259,266.00	5169	6173	\$1.80	\$11,111.40
			Unsecured	\$3,612.00	58	86	\$2.00	\$172.00
	Total			\$262,878.00	5227	6259		\$11,283.40
Fort Dick Fire	F2	\$9.00	Secured	\$9,765.00	958	1085	\$1.60	\$1,736.00
			Unsecured	\$27.00	3	3	\$2.00	\$6.00
	Total			\$9,792.00	961	1088		\$1,742.00
Klamath Fire	F3	\$24.00	Secured	\$17,352.00	545	723	\$1.70	\$1,229.10
			Unsecured	\$0.00	0	0	\$2.00	\$0.00
	Total			\$17,352.00	545	723		\$1,229.10
Smith River Fire	F4	\$27.00	Secured	\$39,879.00	1313	1477	\$1.70	\$2,510.90
			Unsecured	\$27.00	1	1	\$2.00	\$2.00
	Total			\$39,906.00	1314	1478		\$2,512.90
Gasquet Fire	F5	\$30.00	Secured	\$9,870.00	306	329	\$1.70	\$559.30
			Unsecured	\$180.00	6	6	\$2.00	\$12.00
	Total			\$10,050.00	312	335		\$571.30

Total Fire Fee Assessments: \$339,978.00 \*Includes Unsecured

Total Assessor Maintenance Fees: \$17,338.70 (5%)

= Use These Figures For Distrcit Letters

**Assessor Procedure for Adding/Removing Fire Benefit Assessments on the Secured Property Tax Roll**

1. Based on new construction assessment activity, the Appraiser identifies whether or not a parcel may need a benefit assessment added, removed, or adjusted on the tax roll;
2. Appraiser checks the parcel TRA and determines which Fire District the parcel is in;
3. Appraiser checks the current fire assessment spreadsheet to confirm whether or not any fee is already on the tax roll, and if so, how many units;
4. If a benefit assessment needs to be added/removed/adjusted, Appraiser determines the use code for the subject property, reviews the fire district ordinance, and determines how many benefit assessments are required based on the structure and use of the property;
5. Appraiser completes a roll correction form to indicate the Appraiser Technician is to add/remove/adjust the assessment on the property tax roll. If the structure was completed in a previous tax year, multiple roll correction sheets may be necessary.
6. Appraiser Technician adds/removes/adjusts fire fee on the assessment spreadsheet as directed by Appraiser;
7. Appraiser Technician processes roll correction as directed by Appraiser, initiating a letter to property owner reflecting the benefit assessment change;
8. Benefit assessment spreadsheet is converted and formatted by the Assessor during annual tax roll delivery for use by the Auditor to extend to the property tax roll.
9. Miscellaneous correspondence throughout the year with tax payers and the public regarding benefit assessment inquiries as needed.

**Assessor Procedure for Adding/Removing Fire Benefit Assessments on the  
Unsecured Property Tax Roll**

1. Based on new construction assessment activity, the Appraiser identifies whether or not a parcel may need a benefit assessment added, removed, or adjusted on the tax roll;
2. Appraiser checks the parcel TRA and determines which Fire District the parcel is in;
3. Appraiser checks the current fire assessment spreadsheet to confirm whether or not any fee is already on the tax roll, and if so, how many units;
4. If a benefit assessment needs to be added/removed/adjusted, Appraiser determines the use code for the subject property, reviews the fire district ordinance, and determines how many benefit assessments are required based on the structure and use of the property;
5. Appraiser completes a roll correction form to indicate the Appraiser Technician is to add/remove/adjust the assessment on the property tax roll. If the structure was completed in a previous tax year, multiple roll correction sheets may be necessary.
6. Appraiser Technician adds/removes/adjusts fire fee on the assessment spreadsheet as directed by Appraiser;
7. Appraiser Technician prepares and mails annual bills to property owners;
8. Appraiser Technician tracks, collects, and processes payments for unsecured benefit assessment bills;
9. If necessary, Appraiser Technician sends 2<sup>nd</sup> notices to property owner for payment.
10. All payments deposited to Treasurer/Tax Collector for Fire District disbursement.
11. Miscellaneous correspondence throughout the year with tax payers and the public regarding benefit assessment inquiries as needed.