



# **AGENDA**

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

**REGULAR MEETING  
HELD  
MONDAY, DECEMBER 13, 2021  
AT 5:00 P.M.**

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 5:00 pm, December 13, 2021. If you require a special accommodation, please contact Administrative Assistant, Vanessa Duncan at 464-2421.

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Fire Chief
2. CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Fire Chief  
Unrepresented employee: Administrative Assistant
3. CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Fire Chief  
Employee organization: Crescent City Fire & Rescue Volunteer Firefighters

### **REGULAR SESSION 5:00 P.M.**

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 NOVEMBER 8, 2021 AND SPECIAL MEETING OF NOVEMBER 18, 2021

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

### **5. NEW BUSINESS**

*Take action as necessary and appropriate.*

NO NEW BUSINESS AT THIS TIME.

### **6. OLD BUSINESS**

*Take action as necessary and appropriate.*

**6.1** REVIEW AND APPROVE 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 APPROVE FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE WITH NEW CINGULAR WIRELESS AND AT&T
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## **7. CHIEFS REPORT**

*Take action as necessary and appropriate.*

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

**7.1** RESPONSES OCCURRED BETWEEN: 11/01 – 11/30/2021

**7.2** 2x2 COMMITTEE MEETING

## **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, JANUARY 10, 2022 AT 5:00 PM

### **POSTED:**

12/10/2021

/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 [cfdp.crescentcity.org](http://cfdp.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 NOVEMBER 8, 2021 AT 5:00 P.M.**

#### **DIRECTORS PRESENT:**

Chairman Jim Nelson Director  
Vice Chairman Dave Short  
Director Jim Erler  
Director Rick Kelley

#### **ABSENT:**

Director Joe Gregorio

#### **OTHERS PRESENT:**

Bill Gillespie, Fire Chief  
Vanessa Duncan, Clerk of the Board  
Ryan Plotz, Legal Counsel  
Frank Schabarum, AT&T representative  
Beau Smith, Fire Captain

#### **ROLL CALL:**

Chairman Nelson called the meeting to order at 5:00 PM. The Pledge of Allegiance was led by Vice Chair Short.

#### **PUBLIC PARTICIPATION**

No public comment at this time.

#### **CONSENT CALENDAR**

**3.1** APPROVE MINUTES OF THE REGULAR MEETING OF OCTOBER 11, 2021

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

On a motion by Vice Chair Short, seconded by Director Eler, 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** CONDUCT A PUBLIC HEARING FOR ORDINANCE NO. 21-2002, AN ORDINANCE OF THE CRESCENT FIRE PROTECTION DISTRICT AMENDING ORDINANCE NO. 21-001, LEVYING A FIRE SUPPRESSION ASSESSMENT, BEGINNING IN FISCAL YEAR 2021/22

### RECOMMENDATION

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

Chief Gillespie stated a public hearing is required prior to the adoption of Ordinance No. 21-002, an ordinance of the Crescent Fire Protection District amending Ordinance No. 21-001, levying a fire suppression assessment, beginning in Fiscal Year 2021/22.

Chairman Nelson opened the Public Hearing at 5:09 PM.

*The following citizen addressed the Board:*

Captain Beau Smith: questioned if property owners would see an impact from the amended ordinance; Chief Gillespie stated the amended ordinance will be extending the \$1,000 cap to single ownership, multi-parcel owners within the District and there will not be an increase in assessment fees. Captain Beau Smith also questioned how many calls are for vacant properties, and why vacant properties are not subject to the benefit assessment; Chief Gillespie noted that the Board had decided to make all vacant properties exempt at this time.

With no further comments, Chairman Nelson closed the Public Hearing at 5:13 PM.

**4.2** CONSIDER AND ADOPT ORDINANCE NO. 21-002, AN ORDINANCE OF THE CRESCENT FIRE PROTECTION DISTRICT AMENDING ORDINANCE NO. 21-001, 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. Review and waive full reading, read by title only, and re-introduce ORDINANCE NO. 21-002, AN ORDINANCE OF THE CRESCENT FIRE PROTECTION DISTRICT AMENDING ORDINANCE NO. 21-001, LEVYING A FIRE SUPPRESSION ASSESSMENT, BEGINNING IN FISCAL YEAR 2021/22

Chief Gillespie noted through input from the public and Board discussion, the District desires to expand eligibility for a maximum assessment levy and to clarify qualifying exemptions from the assessment by amending Ordinance No. 21-001. The amended ordinance for consideration and adoption expands the ordinance to include the original exemptions, and to establish an exemption for parcels which are held under identical ownership within the same customer class (i.e. residential, commercial, government) may, upon approval of an application by the owner(s) thereof to the District, be treated as a single parcel for purposes of applying the maximum assessment fee not to exceed \$1,000 per parcel.

Chief Gillespie stated that all Commercial and Industrial parcels are assigned 1.1 EBUs per 2,500 square foot, with a minimum of 1 EBU. Unless, parcel data was unavailable at assessment approval, EBU assignment for individual Commercial and Industrial parcels will default to the benefit units assigned per the 1987 assessment but not to exceed the amount identified on a specific official ballot for this assessment.

Chief Gillespie also reported that the amendments to Ordinance No. 21-001 do not constitute a new or increased assessment over the maximum amount imposed, and therefore do not trigger or require new majority protest balloting proceedings in accordance with Proposition 218 (Gov Code Section 53753).

On a motion by Director Kelley, seconded by Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors adopts ORDINANCE NO. 21-002, AN ORDINANCE OF THE CRESCENT FIRE PROTECTION DISTRICT AMENDING ORDINANCE NO. 21-001, LEVYING A FIRE SUPPRESSION ASSESSMENT, BEGINNING IN FISCAL YEAR 2021/22.

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

This 8th day of NOVEMBER 2021, by the following polled vote:

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

NOES: 0

ABSENT:1, Director Gregorio

#### **4.3 APPOINT MEMBERS FOR THE FIRE DEPARTMENT 2X2 COMMITTEE**

##### RECOMMENDATION

1. Receive staff report and presentation

2. Take public comment
3. Board Discussion
4. Appoint two Board Members to the Fire Department 2 x 2 Committee and direct staff to request a meeting of the committee.

Chief Gillespie requested that the Board select and update two members to serve as the District representatives on the Fire Department 2x2 Committee. He also requested for the Board to provide staff direction to schedule a committee meeting with the City to begin discussion on upcoming Fire Chief recruitment and selection process, volunteer firefighter stipends, and possible discussion of personnel positions.

Chief Gillespie stated that although Director Gregorio is not present, he has requested that the Chief share his interest of being on the 2 x 2 Committee.

The Board appointed Director Gregorio and Director Kelley to represent the District on the 2 x 2 Committee.

**4.4 CONSIDER AND ADOPT RESOLUTION NO. 21-005; A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT AUTHORIZING EARLIER PAYMENT TO FIREFIGHTERS WHO PARTICIPATED IN CALFIRE AND CAL-OES ASSIGNMENTS**

**RECOMMENDATION**

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Review and Waive full reading, read by title only and ADOPT RESOLUTION NO. 21-005; A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT AUTHORIZING EARLIER PAYMENT TO FIREFIGHTERS WHO PARTICIPATED IN CALFIRE AND CAL-OES ASSIGNMENTS

Chief Gillespie explained that in the past, employees of the Crescent Fire Protection District, both career and volunteer, have participated in station coverage assignments and on fire assignments in the State Responsibility Areas for CALFIRE. There is also potential to participate in fire assignments as a local government resource through CALOES; this occurred in September 2020 on the Slater Fire that burned from Happy Camp to Gasquet overnight where personnel were deployed for multiple days, engaged in structure protection and fire attack. This situation has also occurred this year as a member of Crescent City Fire & Rescue has been out on incident command team assignments from the District. In these assignments, personnel costs are generated and received that pay the firefighters, apparatus costs are generated and received to which the District retains payment, and an administrative fee is generated from Staff processing.

The District would not decrease revenue by paying firefighters early, as the final payment the District receives from CALFIRE or CAL-OES contains the full personnel, apparatus, and administrative fee. At the time of invoice packet submittal to CALFIRE or CAL-OES, Staff will also generate a payment spreadsheet to submit to the City for payment of participating personnel. The amount of the early wildland personnel payments will be included in the quarterly billing from the City to the District for payroll services. Workers Comp Insurance is maintained by the City for the firefighters participating as per the joint Emergency and Fire Services Agreement.

Chairman Nelson questioned the service fee the City will be charging the District when they process the payment to the firefighters; Chief Gillespie noted that they City charges a 7% administrative fee. It was also noted that historically, the City has received the administrative fee from CAL-OES or CALFIRE for processing payroll. Chairman Nelson would like staff to look in to why the City is charging the District administrative fees for personnel.

On a motion by Director Eler, seconded by Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors adopts RESOLUTION NO. 21-005; A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT AUTHORIZING EARLIER PAYMENT TO FIREFIGHTERS WHO PARTICIPATED IN CALFIRE AND CAL-OES ASSIGNMENTS.

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

This 8th day of NOVEMBER 2021, by the following polled vote:

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

NOES: 0

ABSENT:1, Director Gregorio

#### **4.5 CONSIDER SURPLUS AND SALE OR DONATION OF DISTRICT VEHICLES**

##### RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider declaring Water Tender 5158 (T-28), Engine 5137, Engine 5114 (E-24), and Fire Boat as surplus and allow staff to pursue options for sale or donation

Chief Gillespie requested Board consideration in declaring the following District vehicles as surplus for purposes of removal from the roster and sale or donation. The units are:

- Water Tender 5158 (T-28)
- Engine 5137
- Engine 5114 (E-24)

- Fire Rescue Boat

Chief Gillespie noted there is a possible option to shift the fire boat to the National Park Service at Whiskeytown Lake in trade for a Type-6 wildland unit. Such a trade would place the rescue boat in a location near jet ski service shops, and on a lake environment where the unit can be used safely.

Chief Gillespie requested permission to pursue the sale or donation of these units to entities who could use them. The water tender and fire engines could either go to a fire department in California, or out of state due to California Air Resources Board requirements. They may be able to go to another governmental entity for off road use, but that has yet to be researched. If declared surplus, these units could be placed on the online auction site GOVDeals.com.

Director Erler questioned if they fire engines would be stripped down before sale or donation; Chief Gillespie noted that they would be sold or donated stripped and emptied.

The Board discussed the value and purpose of the fire boat. The Board also discussed the option to donate the Water Tender to the Del Norte County Fairgrounds.

On a motion by Director Kelley, seconded by Director Erler, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors granted permission for staff to SURPLUS AND SALE OR DONATION OF DISTRICT VEHICLES.

#### **4.6 REVIEW AND APPROVE BUDGET TRANSFER REQUEST**

##### **RECOMMENDATION**

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. Review and APPROVE BUDGET TRANSFER REQUEST TOTALING \$500 FOR DMV CHARGES ON NEWLY PURCHASED ENGINES

Chief Gillespie reported the District recently purchased two fire engines, one of which was considered a capital asset and was purchased using the District's "Truck" line 409-065-40621. The Board had previously approved the budget transfer to cover the costs of the engines without knowledge of the associated DMV costs. The District will need to transfer \$500 from the "Department Allotment" line 409-065-30500 to the "Truck" line 409-065-40621 in order to cover all DMV expenses that were incurred.

On a motion by Vice Chair Short, seconded by Director Kelley, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors approved BUDGET TRANSFER REQUEST TOTALING \$500 FOR DMV CHARGES ON NEWLY PURCHASED ENGINES.

#### **4.7 REVIEW AND APPROVE ATTORNEY-CLIENT FEE AGREEMENT FOR LEGAL SERVICES PROVIDED BY RYAN PLOTZ WITH THE MITCHELL LAW FIRM, LLP**

##### RECOMMENDATION

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. Review and APPROVE CONTRACT FOR GENERAL COUNSEL WORK WITH RYAN PLOTZ WITH THE MITCHELL LAW FIRM, LLP

Chief Gillespie read the staff report that stated the contract with The Law Offices of Nancy Diamond to obtain legal counsel during the District's benefit assessment, after the benefit assessment passed, the District's contract with The Law Offices of Nancy Diamond came to an end and their firm is unable to provide general counsel work at this time. The District will now need to obtain new legal counsel. Upon recommendation, staff has reached out to The Mitchell Law Firm, LLP.

Ryan Plotz is introduced and briefed the Board on what he will be able to provide for the District Board.

Vice Chair Short questioned what type of representation general counsel is able to provide for potential litigation; Ryan reported that depending on the litigation the Board would need to consider having general counsel or specialized counsel for representation.

On a motion by Director Eler, seconded by Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors approved ATTORNEY-CLIENT FEE AGREEMENT FOR LEGAL SERVICES PROVIDED BY RYAN PLOTZ WITH THE MITCHELL LAW FIRM, LLP.

#### **OLD BUSINESS - None**

*Take action as necessary and appropriate.*

#### **5.1 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 TOWER AND GROUND SPACE LEASE OPTIONS FROM NEW CINGULAR WIRELESS & ATT&T

Chief Gillespie briefed the Board stating that after discussion at the August Board meeting, Staff were directed to contact New Cingular Wireless with the request of a

security fence be installed along the east side of the rear lot, and \$500 per month added to the monthly rent. Two options have been provided by New Cingular Wireless for Board consideration:

1. Lease AT&T an approximately 10' x 16' lease area for installation of the generator surrounded by a new chain link fence adjacent to the existing southerly communications tower (west side in lawn) for a one-time payment of \$20,000 which the District can use as it sees fit. There would be no increase in monthly rent. This would place the generator out of vehicle travel areas. It would require Board approval of trenching the rear driveway/lot/yard to allow generator power line access from the tower to the generator and would be subject to no utility easements that would have to be crossed.

OR

2. Allow AT&T to install the originally proposed 3' x 18' bump out on the east side of the existing cell tower compound (north compound) into the parking area and install a full-length security fence from the southeast corner of the fire department building to the south tower compound and then east to the edge of the property at the hedge. This would include a manual gate across the driveway. AT&T would be responsible for the cost of the new fencing and manual gate and would pay a monthly increase to rent of \$100.

Chief Gillespie also reported that at the October 11, 2021 meeting, the Board requested staff attempt to determine what other cell sites received in rent. Staff was able to confirm another tower site in the 900 block of 10th Street, the City Public Works Yard. That location currently receives \$1,500 monthly from the cell company (District receives \$1,106.58 monthly with an annual 3% increase). They are in negotiations on a generator at that site but trying to have the cell provider install a generator large enough to run both the tower and the yard buildings.

Frank Schabarum, AT&T representative reported that AT&T had negotiated a lower rent because AT&T installed the monopole at their expense and then gifted it to the Crescent Fire Protection District.

Chairman Nelson reported the Board agrees that they prefer option two but questioned the amount of \$100 increase in rent. Frank Schabarum proposed an increase of \$250 a month plus a 3% annual increase.

Chief Gillespie reported that after AT&T amends the contract with the District they will need to present it to the Board.

*No action was taken at this time.*

## **CHIEF'S REPORT**

*Take action as necessary and appropriate.*

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS.

### **6.1 RESPONSES OCCURRED BETWEEN: 10/01 – 10/31/2021**

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

## **BOARD COMMENTS**

Chief Gillespie reported that the first check has been issued from Fire Recovery to the District for traffic collisions.

It was noted that the Board will need to hold a special meeting next week in order to obtain specialized legal counsel for our ongoing litigation with the Harbor District.

## **ADJOURNMENT**

There being no further business to come before the Board, Chairman Nelson adjourned the meeting at 6:36 pm of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on December 13, 2021 at 5:00PM.

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Vanessa Duncan, Clerk of the Board  
Crescent Fire Protection District



## **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**

**SPECIAL MEETING HELD  
NOVEMBER 18, 2021  
AT 5:30 P.M.**

**DIRECTORS PRESENT:**

Chairman Jim Nelson  
Vice Chairman Dave Short  
Director Jim Erler  
Director Rick Kelley  
Director Joe Gregorio

**ABSENT:**

**OTHERS PRESENT:**

Vanessa Duncan, Clerk of the Board  
Ryan Plotz, Legal Counsel

**ROLL CALL:**

Chairman Nelson called the meeting to order at 5:30 PM. The Pledge of Allegiance was led by Director Kelley.

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

Chairman Nelson noted there is no report out of closed session.

**PUBLIC PARTICIPATION**

No public comment at this time.

**CONSENT CALENDAR - None**

## **NEW BUSINESS**

*Take action as necessary and appropriate.*

### **4.1 REVIEW AND APPROVE AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES**

#### RECOMMENDATIONS

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. Review and APPROVE AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES

Vanessa Duncan, Clerk of the Board reported that Crescent Fire Protection District requires legal counsel for pending litigation before November 26, 2021. Michael Colantuono with Colantuono, Highsmith & Whatley, PC came highly recommended as a potential defense counsel by both Nancy Diamond, past general counsel for the District and Ryan Plotz, the newly obtained general counsel for the District.

On a motion by Director Erler, seconded by Vice Chair Short, motion carried unanimously 5/0, the Board of Directors approved AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES.

## **OLD BUSINESS - None**

## **CHIEF'S REPORT - None**

## **BOARD COMMENTS**

The Board expressed the need for another closed session.

## **ADJOURNMENT**

There being no further business to come before the Board, Director Erler adjourned the meeting at 5:37 pm of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on December 13, 2021 at 5:00PM.

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Vanessa Duncan, Clerk of the Board  
Crescent Fire Protection District

# CFPD CLAIMS LIST NOVEMBER FY 21/22

CLAIM ID	CLAIM DATE	VENDOR NAME	CLAIM AMOUNT	ACCOUNT	DESCRIPTION	GRAND TOTAL	
365-2655	11/4/21	LAW OFFICES OF NANCY DIAMOND	\$ 1,200.00	20230	REVIEW AMENDED ORDINANCE/BO	\$ 1,200.00	PO# 25882!
365-2656	11/4/21	BLUE STAR GAS	\$ 1,621.50	20301	PROPANE FILL UP - WASHINGTON	\$ 1,621.50	
365-2657	11/4/21	CITY OF CRESCENT CITY	\$ 411.79	20173	5132 AND 5150 VEHICLE MAINTENAN	\$ 411.79	
365-2657	11/4/21	CITY OF CRESCENT CITY	\$ 54,061.00	20234	1ST QRT SERVICES	\$ 54,061.00	PO# 25882!
365-2658	11/4/21	CHARTER COMMUNICATION	\$ 198.49	20120	CABLE/INTERNET WASHINGTON	\$ 198.49	
<b>TOTAL</b>						<b>\$ 57,492.78</b>	
366-2659	11/10/21	COUNTRY MEDIA INC.	\$ 60.08	20240	PUBLIC NOTICE FOR ORDINANCE N	\$ 60.08	PO# 25882!
366-2660	11/10/21	PACIFIC POWER & LIGHT CO.	\$ 5.82	20300	POWER - HUMBOLDT	\$ 5.82	
366-2661	11/10/21	U.S. BANK	\$ 55.26	20173	ACE HARDWARE - TOOLS FOR NEW	\$ 55.26	
366-2663	11/10/21	CCF&R VOL. FF ASSOCIATION	\$ 10,000.00	20293	1ST INSTALLMENT	\$ 10,000.00	
366-2664	11/10/21	CFPD C/O DN COUNTY ASSESS	\$ 81.40	30480	ASSESSMENT FEE FOR BERTSCH S	\$ 81.40	
<b>TOTAL</b>						<b>\$ 10,202.56</b>	
367-2667	11/24/21	COUNTY OF DN C/O AUDITOR	\$ 11,186.64	20230	ASSESSOR FEE FOR BENEFIT ASSE	\$ 11,186.64	
367-2688	11/24/21	DN SOLID WASTE MANAGEMEN	\$ 238.03	20140	TRASH FEE - OCTOBER	\$ 238.03	
367-2669	11/24/21	ROSS JANITORIAL	\$ 340.00	20230	NOVEMBER SERVICES	\$ 340.00	PO# 25882!
367-2670	11/24/21	CRESCENT CITY WATER	\$ 62.09	20302	WATER - HUMBOLDT	\$ 62.09	
367-2670	11/24/21	CRESCENT CITY WATER	\$ 22.49	20302	WATER - COOPER	\$ 22.49	
367-2670	11/24/21	CRESCENT CITY WATER	\$ 135.48	20302	WATER - WASHINGTON	\$ 135.48	
367-2671	11/24/21	PACIFIC POWER & LIGHT CO.	\$ 802.11	20300	POWER - WASHINGTON	\$ 802.11	
367-2671	11/24/21	PACIFIC POWER & LIGHT CO.	\$ 71.87	20300	POWER - COOPER	\$ 71.87	
367-2673	11/24/21	CANON FINANCIAL SERVICES	\$ 193.34		COPIER LEASE PAYMENT	\$ 193.34	
<b>TOTAL</b>						<b>\$ 13,052.05</b>	

## STAFF REPORT – REVIEW AND APPROVE 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 APPROVE FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS FACILITY LEASE WITH NEW CINGULAR WIRELESS AND AT&T

### BACKGROUND

Crescent Fire Protection District was contacted by New Cingular Wireless 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 was proposed by the contractor to move the east fence further east into the asphalt lot and adding an area measuring 3' by 18' to the current fenced enclosure. Two possible installation options were explored.

After consideration at the November 8, 2021 meeting, the Board requested Frank Schabarum to take a counter offer back to New Cingular Wireless and AT&T for consideration. The request was to allow the proposed 3' by 18' area on the East side of the current enclosure to be fenced and a generator installed. Further, AT&T would provide security fencing to the East side of the rear lot with manual gate and provide a \$250 per month increase to the existing rent. Mr. Schabarum has returned a draft agreement, Memorandum of Understanding, and plans based upon the request as approved by AT&T.

The Board is requested to review and approve the agreement amendment and Memorandum as provided.

### FISCAL IMPACT

With approval of the draft First Amendment To Communications Facility Lease agreement and Memorandum of Understanding, the Board will allow AT&T to utilize the specified 3' by 18' space to install an emergency generator, and District will receive a rent increase of \$250 per month and a security fence with manual driveway gate along the east side of the rear lot.

### ATTACHMENTS

1. First Amendment To Communications Facility Lease Agreement Draft
2. Memorandum of First Amendment To Communications Facility Lease Draft
3. Site Plan with Lease Agreement and Memorandum Included

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 (“**Effective Date**”), 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, 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, City of 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 B-1 (“**Expanded Premises Area**”). Landlord’s execution of this Amendment will signify Landlord’s approval of Exhibit B-1. 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 Two Hundred Fifty and No/100 Dollars (\$250.00) 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 Increase Commencement Date.
4. In consideration of Landlord entering into this Amendment, Tenant hereby agrees to pay for the cost and installation of certain Landlord desired improvements indicated in Exhibit B-1 as new security fencing and rolling gate.
5. **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 Tenant’s use of the Expanded Premises Area under the Lease and agrees, at Tenant’s request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 hereof 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, Tenant shall remove its equipment from the Expanded Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant’s operations at the Expanded Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the Expanded Premises Area caused by its removal activities.
6. 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.

**7. 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.

**8. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this 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 Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant 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.

**9. 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 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: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT B-1**

**Expanded Premises Area**

**See attached**

**Attachment 1**

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

**See attached**

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

Richard J. Busch  
Busch Law Firm PLLC  
1420 NW Gilman Blvd. #2726  
Issaquah, WA 98027

APN: 120-020-010

---

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**”), and 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: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

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:

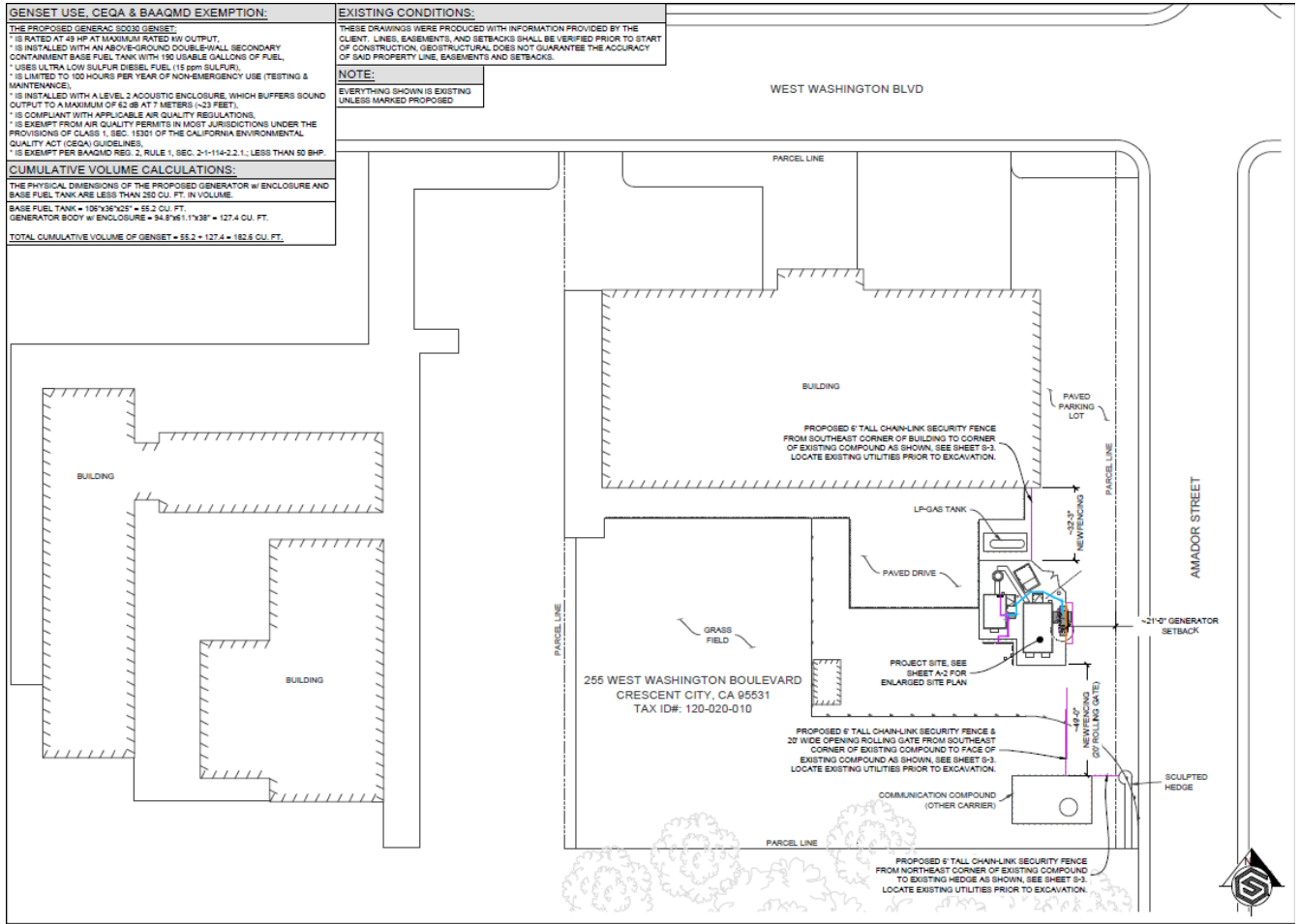
APN: 120-020-010

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.

# Lease Area Sketch or Survey:



**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)**

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

Richard J. Busch  
Busch Law Firm PLLC  
1420 NW Gilman Blvd. #2726  
Issaquah, WA 98027

APN: 120-020-010

---

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**”), and 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: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

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:

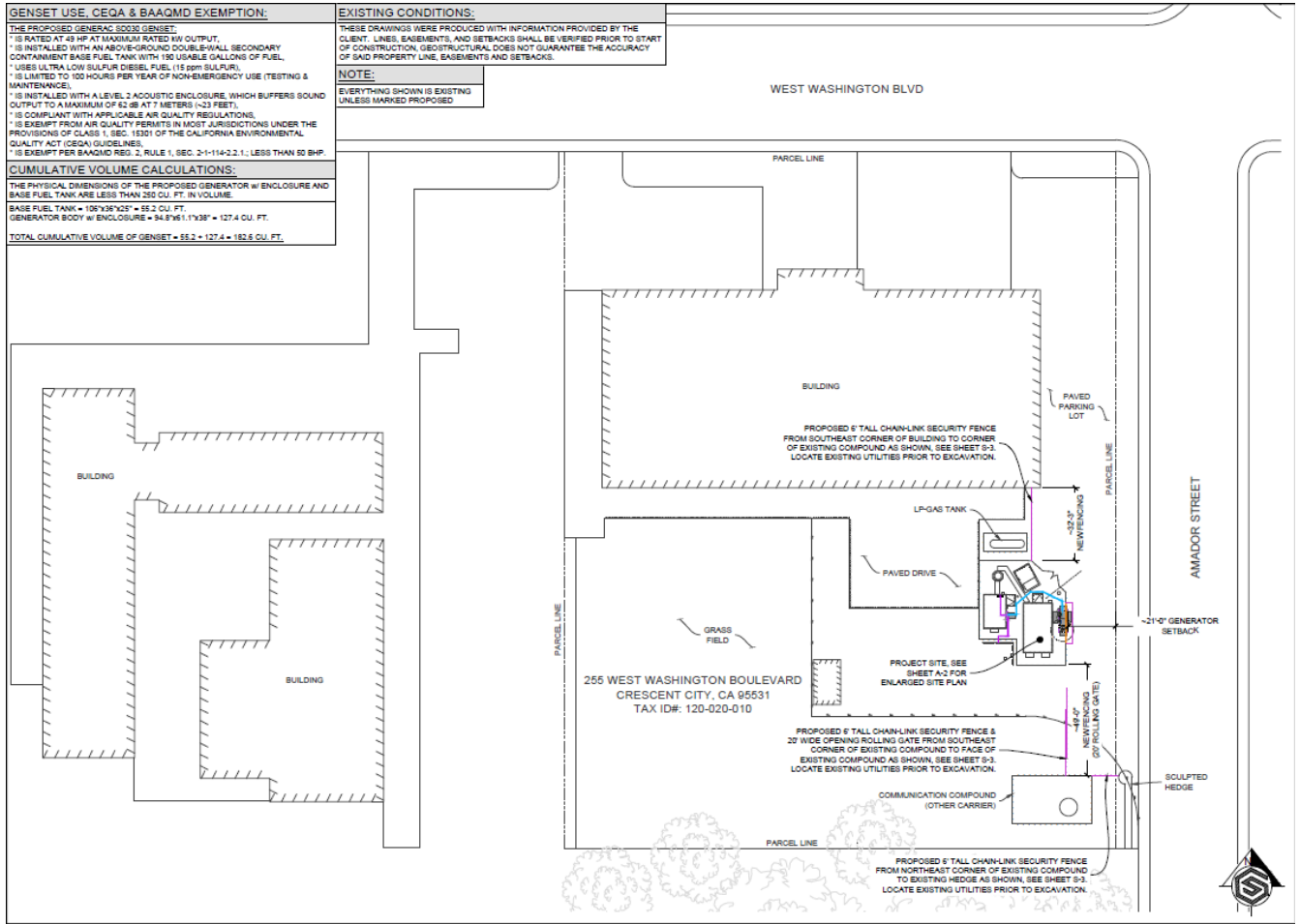
APN: 120-020-010

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.

# Lease Area Sketch or Survey:



**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)**

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 (“**Effective Date**”), 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, 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, City of 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 B-1 (“**Expanded Premises Area**”). Landlord’s execution of this Amendment will signify Landlord’s approval of Exhibit B-1. 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 Two Hundred Fifty and No/100 Dollars (\$250.00) 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 Increase Commencement Date.
4. In consideration of Landlord entering into this Amendment, Tenant hereby agrees to pay for the cost and installation of certain Landlord desired improvements indicated in Exhibit B-1 as new security fencing and rolling gate.
5. **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 Tenant’s use of the Expanded Premises Area under the Lease and agrees, at Tenant’s request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 hereof 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, Tenant shall remove its equipment from the Expanded Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant’s operations at the Expanded Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the Expanded Premises Area caused by its removal activities.
6. 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.

**7. 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.

**8. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this 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 Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant 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.

**9. 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 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: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT B-1**

**Expanded Premises Area**

**See attached**



# 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
1	11/15/21	FIRE DEPT REVISIONS	JAD
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: 11/15/21

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: CRESCENT FIRE PROTECTION DISTRICT

TAX ID #: 120-020-010

ZONING: PUBLIC FACILITIES

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

#### VICINITY MAP:



#### AREA MAP:



#### 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. INSTALL NEW FENCING AND ROLLING GATE PER LL REQUIREMENTS.

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.



**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.

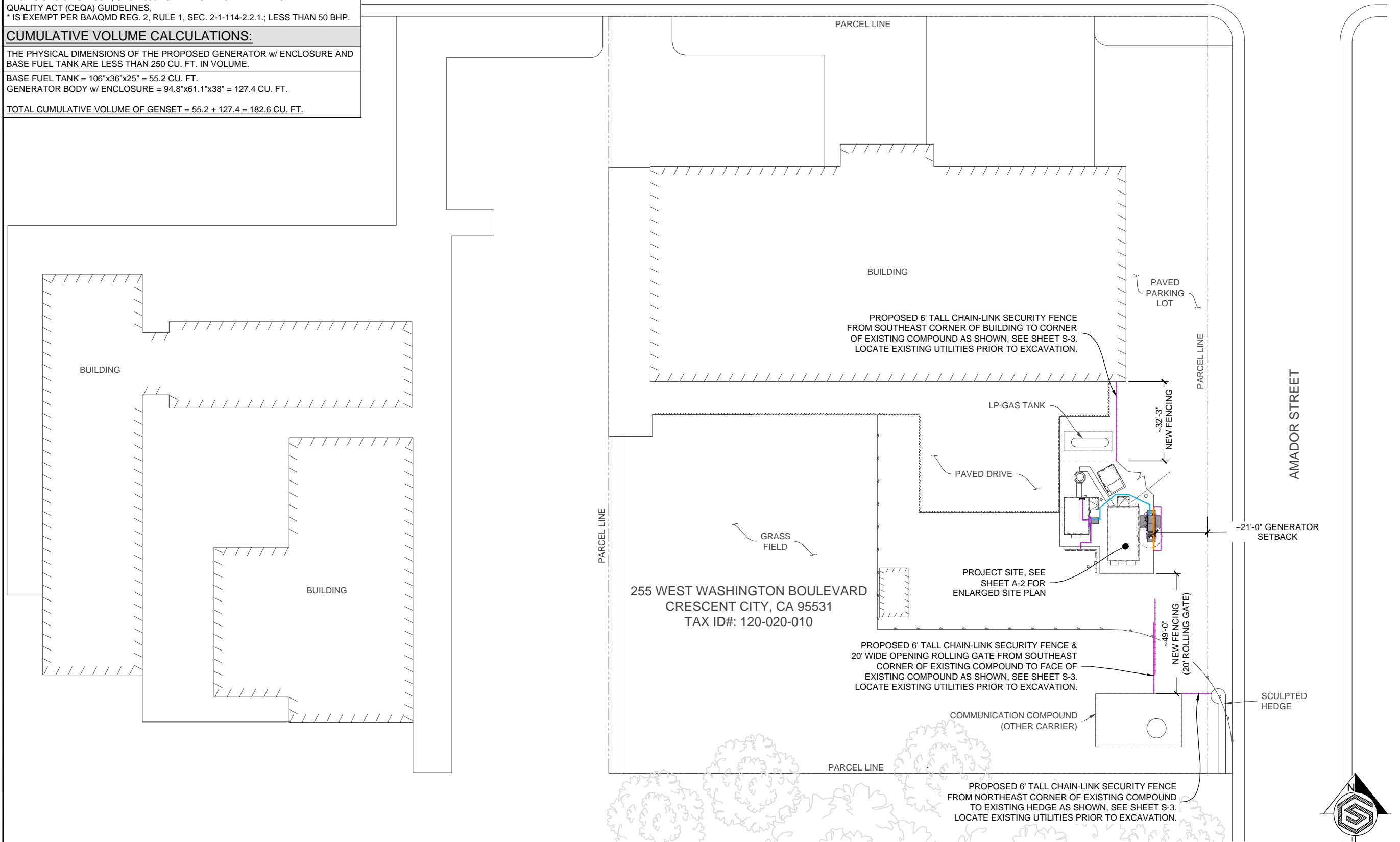
TOTAL CUMULATIVE VOLUME OF GENSET = 55.2 + 127.4 = 182.6 CU. FT.

**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

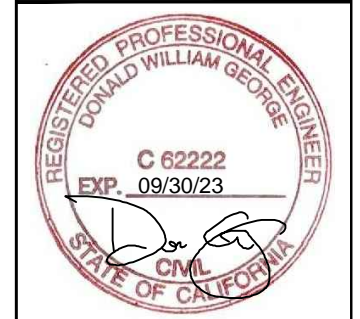


**REVISIONS**

REV	DATE	DESCRIPTION	INT
1	11/15/21	FIRE DEPT REVISIONS	JAD
0	07/16/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

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DATE SIGNED: 11/15/21

**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:**  
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**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.

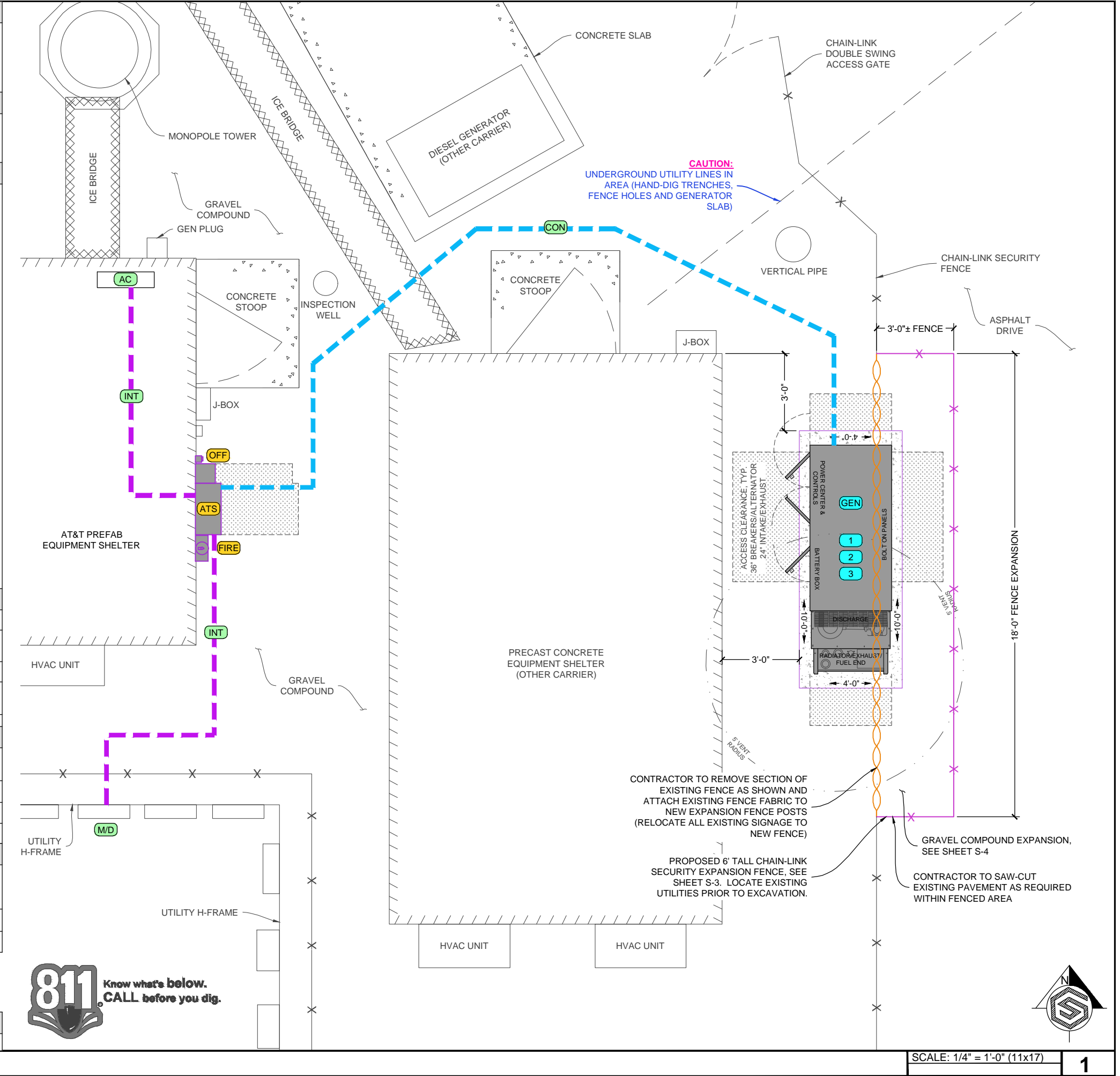
**GENERATOR KEYED NOTES:**

- (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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**at&t**

**GENERAL DYNAMICS**  
Information Technology

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WWW.GEOSTRUCTURAL.COM

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**REGISTERED PROFESSIONAL ENGINEER**  
DONALD WILLIAM GEORGE  
C 62222  
EXP. 09/30/23  
STATE OF CALIFORNIA

DATE SIGNED: 11/15/21

**SITE INFORMATION:**  
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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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

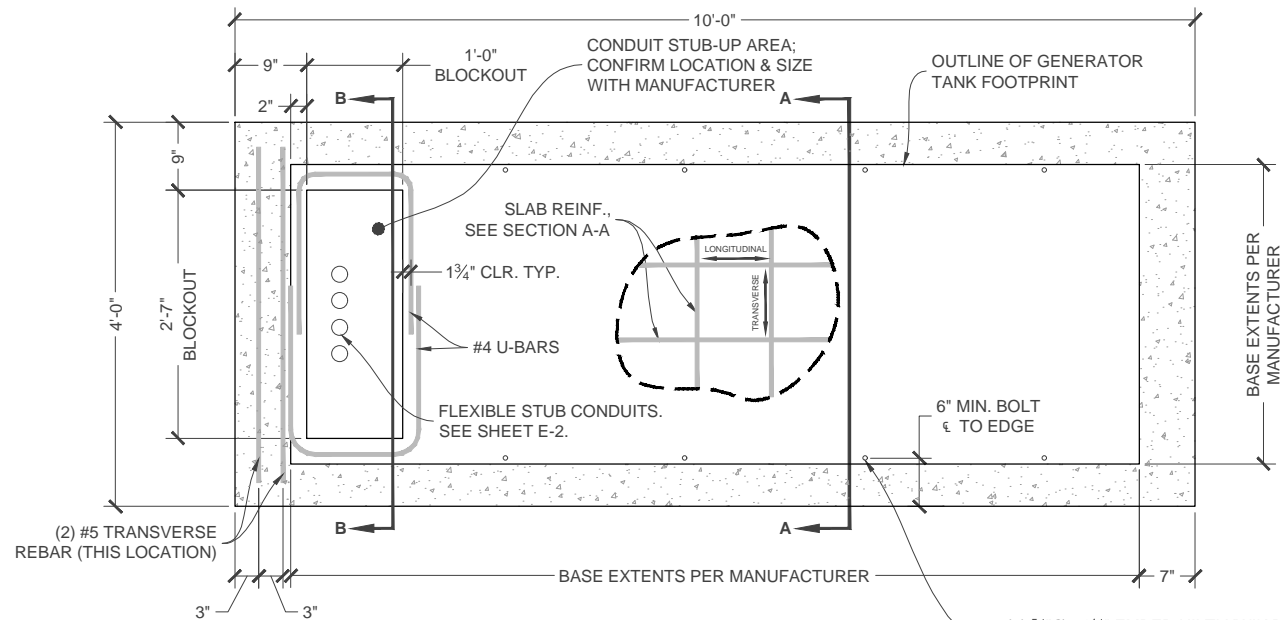
0'-0" GRADE

EXISTING ELEVATION VIEW

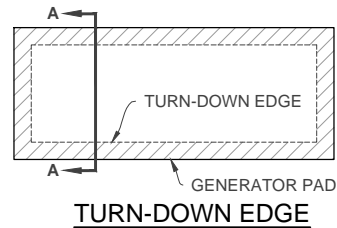
SCALE  
N.T.S. **1**

PROPOSED ELEVATION VIEW

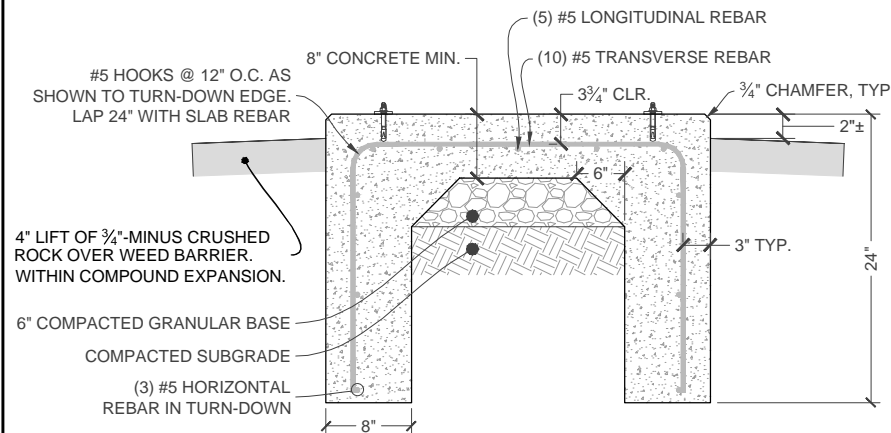
SCALE  
N.T.S. **2**



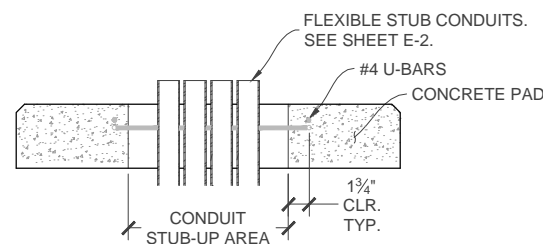
**GENERATOR PAD DETAIL**  
SCALE: 1/2"=1'-0" (11x17) 1"=1'-0" (24x36)



**TURN-DOWN EDGE**

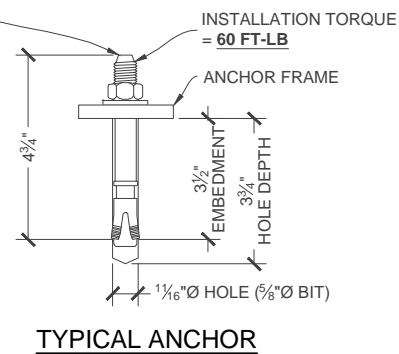


**GENERATOR PAD - SECTION A-A**  
SCALE: 1/2"=1'-0" (11x17) 1"=1'-0" (24x36)



**GENERATOR PAD - SECTION B-B**

(8) 3/8"  $\phi$  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:  $\pm$  1/2" 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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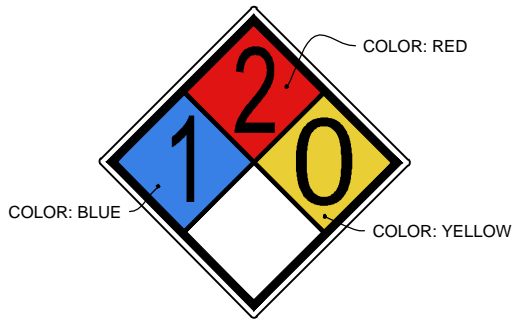
SHEET TITLE:  
**GENERATOR PAD DETAILS**

SHEET NUMBER:  
**S-1**



PLACE ON (2) VISIBLE SIDES OF PROPOSED GENERATOR TANK

15" x 12" SIGN



PLACE ON (2) VISIBLE SIDES OF PROPOSED GENERATOR TANK

15" x 15" SIGN



PLACE ON (2) VISIBLE SIDES OF PROPOSED GENERATOR TANK

11" x 11" SIGN



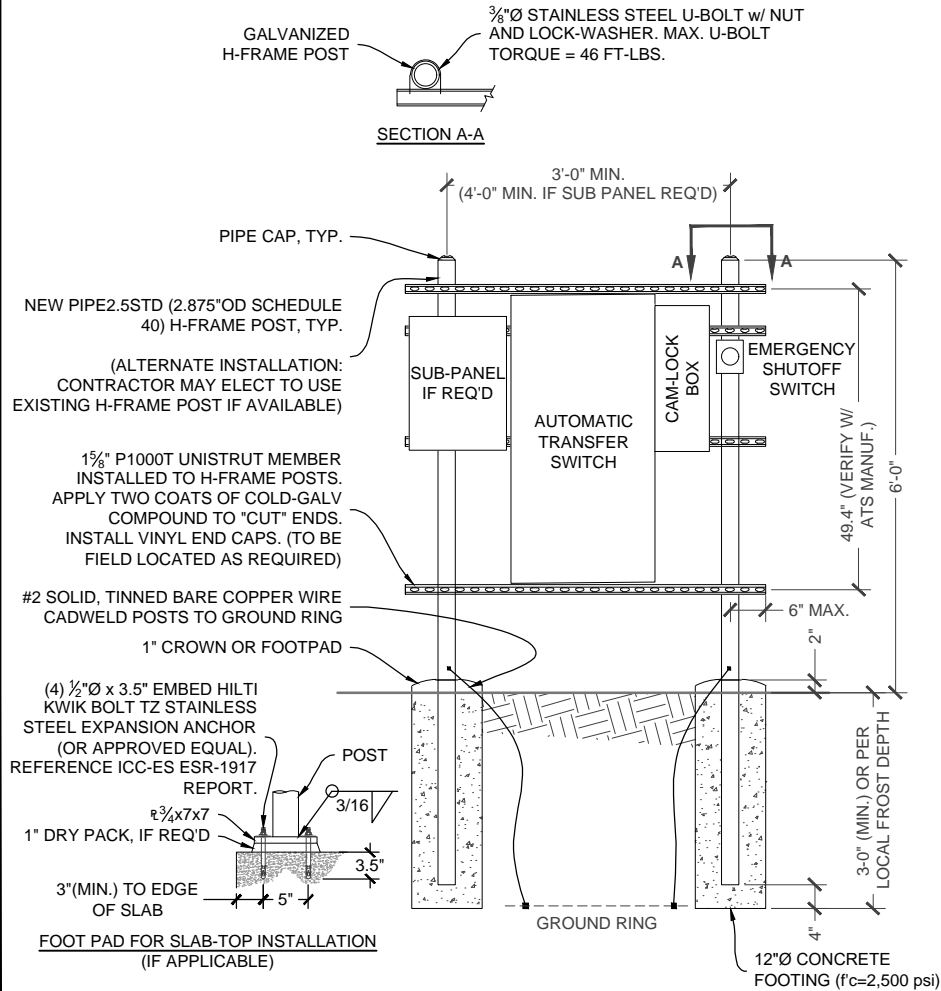
PLACE ON (2) VISIBLE SIDES OF PROPOSED GENERATOR TANK

6.5" x 3" SIGN

CONTRACTOR TO PROVIDE REQUIRED SIGNAGE FOR ELECTRICAL PANELS, DISCONNECTS, TRANSFER SWITCHES, ETC. PER CALIFORNIA ELECTRICAL CODE ARTICLE 702.7

**REQUIRED LABELING & SIGNAGE**

**ATS LOCATION NOTE:**  
ATS LOCATION SHOWN IN PLANS IS THE BEST AVAILABLE BASED ON THE INFORMATION PROVIDED. ALTERNATIVE LOCATION MAY BE REQUIRED AND SHALL BE APPROVED BY CONSTRUCTION MANAGER AND/OR LANDLORD. THIS DETAIL PROVIDES ALTERNATIVE METHODS OF INSTALLATION (NOT ALL DETAILS MAY BE USED).

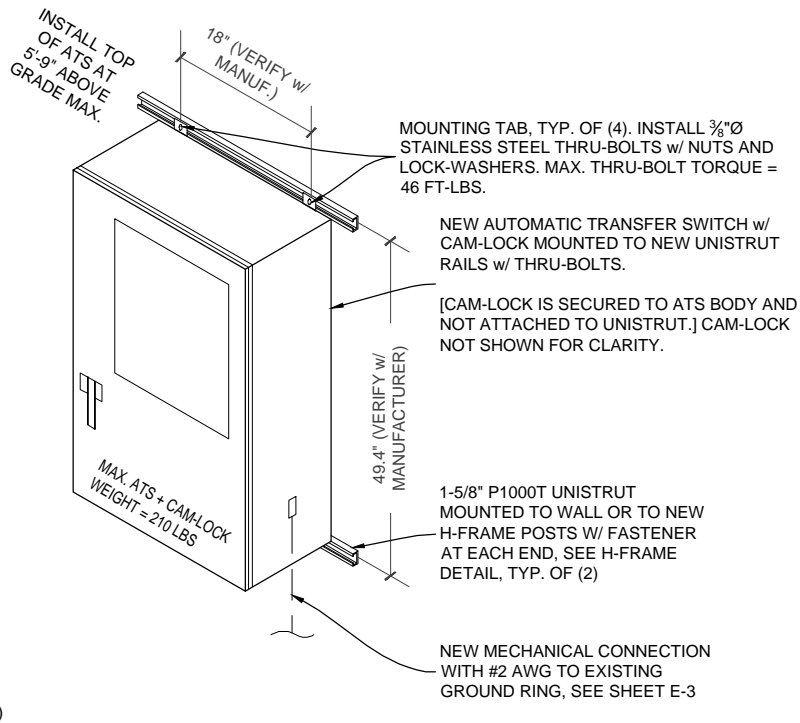


**H-FRAME DETAIL (IF REQUIRED)**

**UNISTRUT WALL ATTACHMENT:**

WALL CONSTRUCTION TYPE	FASTENER
HOLLOW, AT STUD	3/8" DIA. x 2-1/2" EMBED LAG SCREW
CONCRETE BLOCK (HOLLOW)	3/8" DIA. HILTI HY-270 WITH SCREEN, MINIMUM EMBEDMENT 2-3/8"
CONCRETE (SOLID)	3/8" DIA. HILTI HY-200, MINIMUM EMBEDMENT 2-3/8"

NOTES:  
1. USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS  
2. GC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH WALL



**ATS MOUNTING DETAIL**

**DIESEL TANK CHECKLIST:**

- READILY ACCESSIBLE MANUAL SHUTOFF VALVES SHALL BE INSTALLED ON SUPPLY PIPING AT THE POINT OF USE AND THE TANK (CFC 5003.2.2.1)
- SECONDARY CONTAINMENT-TYPE TANKS SHALL BE UL LISTED, UL-142, AND COMPLY WITH ALL OF THE FOLLOWING REQUIREMENTS; OTHERWISE TRADITIONAL SPILL CONTROL OR SECONDARY CONTAINMENT MEASURES, SUCH AS DIKING, SHALL BE UTILIZED (NFPA 30 22.11.4)
- + CAPACITY OF DIESEL TANK SHALL NOT EXCEED 50,000 GAL.
  - + PIPING CONNECTIONS SHALL BE ABOVE THE LIQUID LEVEL
  - + MEANS SHALL BE PROVIDED TO PROTECT RELEASE OF LIQUID BY SIPHON FLOW.
  - + MEANS TO DETERMINE LIQUID LEVEL IN TANK SHALL BE PROVIDED TO DRIVER.
  - + MEANS TO PREVENT OVERFILLING BY AN ALARM AT 90% CAPACITY AND AUTOMATICALLY STOPPING DELIVERY OF LIQUID TO THE TANK AT 95% CAPACITY.
  - + SPACING BETWEEN ADJACENT TANKS SHALL NOT BE LESS THAN 3'.
  - + TANK SHALL BE PROTECTED AGAINST DAMAGE FROM VEHICLES.
  - + INTERSTITIAL SPACE SHALL HAVE EMERGENCY VENTING.
  - + INTEGRITY OF SECONDARY CONTAINMENT SHALL BE ESTABLISHED.
  - + THE SECONDARY CONTAINMENT SHALL WITHSTAND THE HYDROSTATIC HEAD OF THE MAXIMUM AMOUNT OF LIQUID STORED IN THE PRIMARY TANK.

**TANK LABELING AND PROTECTIONS:**

- THE FOLLOWING SIGNS AND LABELS SHALL BE AFFIXED TO THE TANK.
- + "DIESEL FUEL - NO SMOKING" (CFC 5703.5 & CFC 5003.7.1)
  - + NFPA 704 PLACARD (CFC 5003.5)
  - + EH&S
  - + AT&T MOBILITY SIGN #3
- CRASH PROTECTION COMPLYING WITH FC 312 SHALL BE PROVIDED (CFC 5003.9.3) (IF APPLICABLE)

**GENERATOR FEATURES:**

- GENERATORS SHALL BE UL 2200 LISTED AND COMPLY WITH NFPA 37 AND NFPA 110. (CFC 604.1 AND 604.1.1)
- INSTALLATIONS SHALL HAVE A LABELED REMOTE MANUAL STOP (NFPA 110 5.6.5.6 & 5.6.5.6.1 AND NFPA 37 9.2.1.1)

**DOUBLE WALL FUEL TANK BASE SPECIFICATION:**

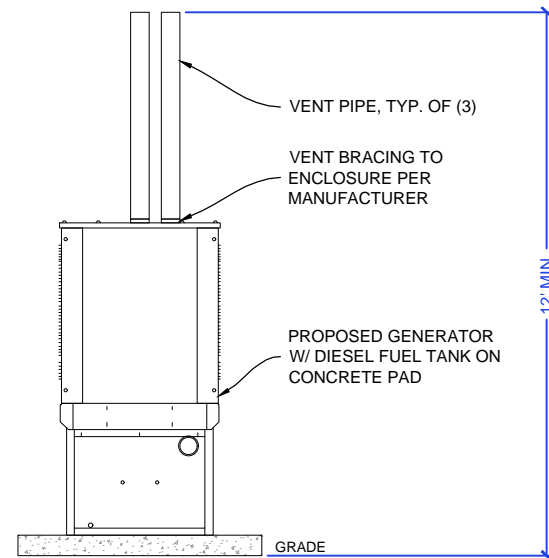
- REF: AT&T 30KW GENERATOR PACKAGE  
UL REGISTRATION NUMBER: MH 18459  
UL 142 DOUBLE WALL FUEL TANK BASE SPECIFICATION
- FUEL TANK BASE CONSTRUCTION:  
BE CONSTRUCTED IN ACCORDANCE WITH UNDERWRITERS LABORATORIES STANDARD UL-142. BE CONSTRUCTED IN ACCORDANCE WITH FLAMMABLE COMBUSTIBLE LIQUIDS CODE, NFPA 30; THE STANDARD FOR INSTALLATION USE OF STATIONARY COMBUSTIBLE ENGINE GAS TURBINES, NFPA 37; AND THE STANDARD FOR EMERGENCY STANDBY POWER SYSTEMS, NFPA 110.
- + MINIMUM ANCHOR QUANTITY PER MANUFACTURER OR THIS PLAN SET; WHICHEVER IS LARGER.
- SUB BASE TANK TESTING:  
+ PRIMARY TANK & SECONDARY CONTAINMENT BASIN SECTIONS SHALL BE PRESSURIZED AT 3-5 PSI AND LEAK-CHECKED TO ENSURE INTEGRITY OF SUB BASE WELD SEAMS PER UL-142 STANDARDS
- FUEL FILL: 2.5 - 5 GALLON SPILL CONTAINMENT WITH ALARM
- + 40% REMAINING FOR ALARM
  - + 20% REMAINING FOR SHUT-DOWN
- FACTORY PRE-SET AT 95% FULL FOR ALARM
- FUEL CONTAINMENT BASIN:  
SUB BASE TANK SHALL INCLUDE A WELDED STEEL CONTAINMENT BASIN, SIZED AT A MINIMUM OF 110% OF THE TANK. CAPACITY TO PREVENT ESCAPE OF FUEL INTO THE ENVIRONMENT IN THE EVENT OF A TANK RUPTURE. A FUEL CONTAINMENT BASIN LEAK DETECTOR SWITCH SHALL BE PROVIDED.

**NEPA NOTES:**

- CONSTRUCTION, INSTALLATION, MAINTENANCE, & OPERATIONAL TESTING OF EPSS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF NFPA 110.
- ALL ELECTRICAL WORK SHALL COMPLY WITH LATEST ADOPTED EDITION OF NFPA 70 - NATIONAL ELECTRICAL CODE.

**FUEL TANK NOTES:**

- THE TANK SHALL BE MANUFACTURED WITH THE FOLLOWING:
- INTERSTITIAL ELECTRONICALLY MONITORED RUPTURE BASIN
  - ALARM TO MONITOR THE SPACE BETWEEN THE PRIMARY AND SECONDARY TANK.
  - OVERFILL ALERT TO VISUALLY WARN WHEN THE TANK IS FILLED UPON CAPACITY.
  - OVERSPILL CONTAINMENT AT FILL PORT TO PREVENT SPILL OF FUEL DURING FILLING OPERATIONS.
  - 2.5/5 GALLON OVERSPILL CONTAINMENT W/ LOCKABLE CAP.



**GENERATOR VENTING DETAIL**



**GENERAL DYNAMICS**  
Information Technology



REVISIONS			
REV	DATE	DESCRIPTION	INT
1	11/15/21	FIRE DEPT REVISIONS	JAD
0	07/16/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

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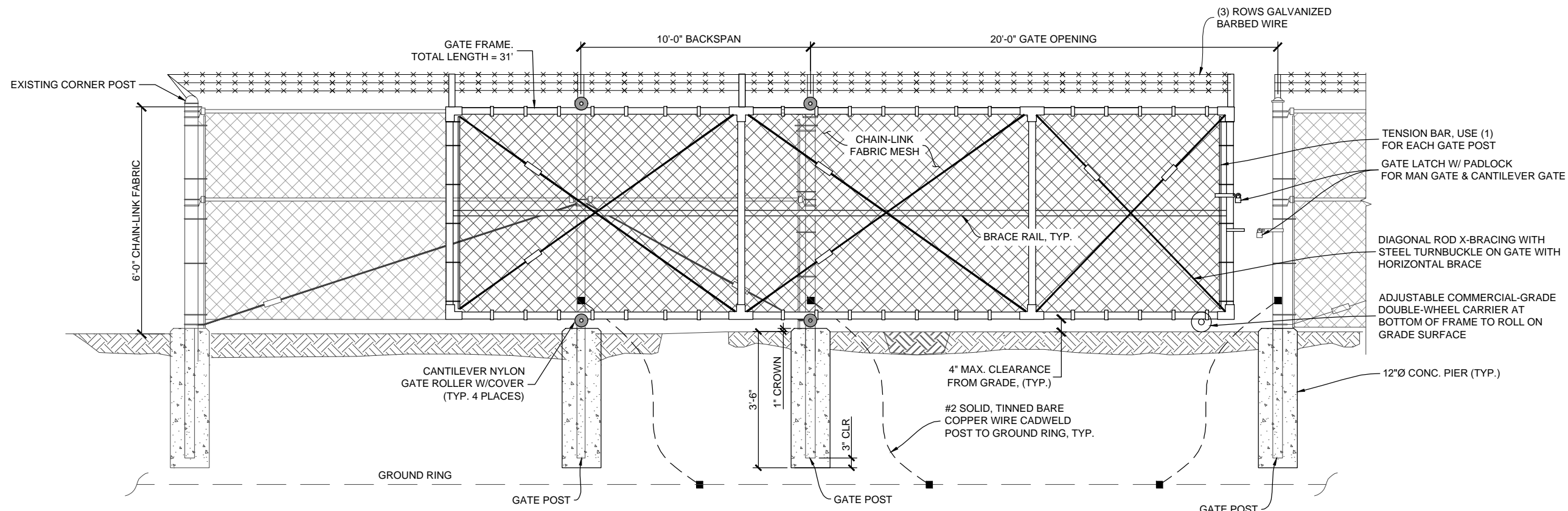
DATE SIGNED: 11/15/21

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

JURISDICTION USE:

SHEET TITLE:  
**GENERAL STRUCTURAL DETAILS**

SHEET NUMBER:  
**S-2**

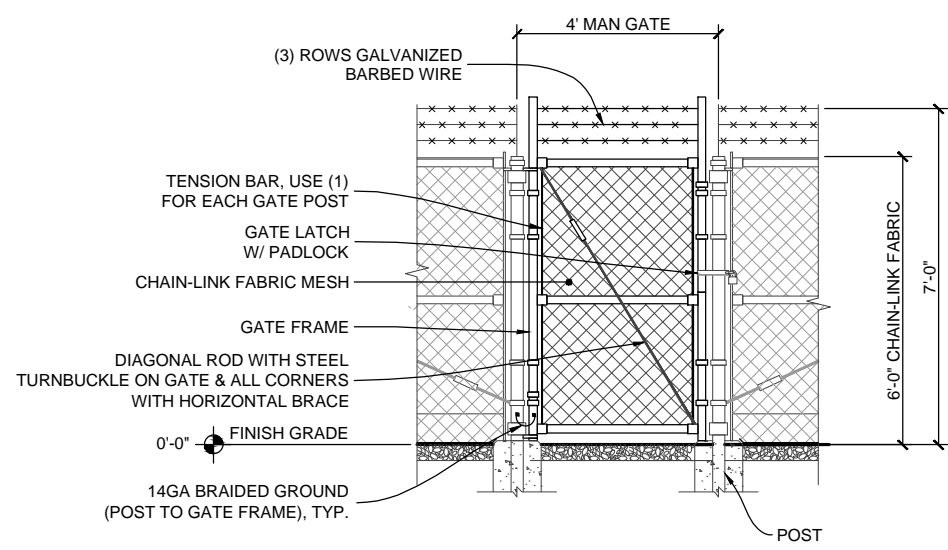


**CHAIN-LINK CANTILEVERED GATE DETAIL**

EXISTING CONDITIONS:	
1.	CONTRACTOR TO MATCH EXISTING HEIGHT AND SECURITY IMPLEMENTS. A STANDARD 6' FENCE WITH BARBED WIRE IS SHOWN AND MAY REQUIRE MODIFICATIONS TO MATCH EXISTING.
2.	CONTRACTOR TO MATCH EXISTING FENCE DESIGN AND FINISH BY ADDING SLATS, MESH, PAINT, ETC..

LINE POST SPACING SCHEDULE:		
DESCRIPTION	MAXIMUM SPACING	
6' TALL MESH ONLY	10'-0"	
6' TALL MESH W/ PRIVACY SLATS	5'-0"	
8' TALL MESH ONLY	8'-0"	
8' TALL MESH W/ PRIVACY SLATS	4'-0"	

CHAIN-LINK GATE/FENCE SPECIFICATIONS:		NOTES:
(INSTALL FENCING PER ASTM F567 / SWING GATES PER ASTM F900)		
GATE POST	4.500" O.D. SCHEDULE 40 PIPE FOR GATE WIDTHS UP TO 6 FEET, PER ASTM F1083.	POST & FENCE PIPE SIZES ARE FENCE INDUSTRY STANDARD. ALL PIPE TO BE HOT-DIP GALV. CROSS BRACE ALL POSTS EXCEPT INTERMEDIATES.
LINE POST	6' TALL = 2.375" O.D. SCHEDULE 40 PIPE PER ASTM F1083. 8' TALL = 2.875" O.D. SCHEDULE 40 PIPE PER ASTM F1083.	
CORNER POST	3.500" O.D. SCHEDULE 40 PIPE PER ASTM F1083.	
TOP RAIL/BRACE RAIL	1.875" O.D. SCHEDULE 40 PIPE, PER ASTM F1083.	
GATE FRAME	1.875" O.D. SCHEDULED 40 PIPE, PER ASTM F1083.	
GATE LATCH	1.375" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK.	CONTRACTOR TO INSTALL (2) GATE HOLDBACKS TO HOLD GATE OPEN DURING USE.
FABRIC	9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM A392.	-
TIE WIRE	MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.	-
TENSION WIRE	7 GA. GALVANIZED STEEL.	-
BARBED WIRE	DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.	LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENTS SHALL BE COMPLIED WITH IF REQUIRED.



**CHAIN-LINK MAN GATE DETAIL**



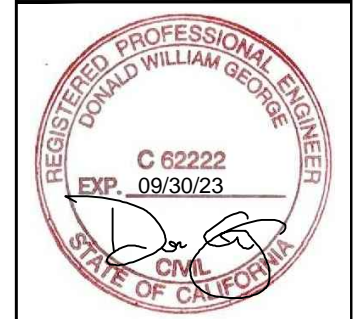
**GENERAL DYNAMICS**  
Information Technology



REVISIONS			
REV	DATE	DESCRIPTION	INT
1	11/15/21	FIRE DEPT REVISIONS	JAD
0	07/16/21	ISSUED FOR CONSTRUCTION	JCM

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DATE SIGNED: 11/15/21

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

JURISDICTION USE:

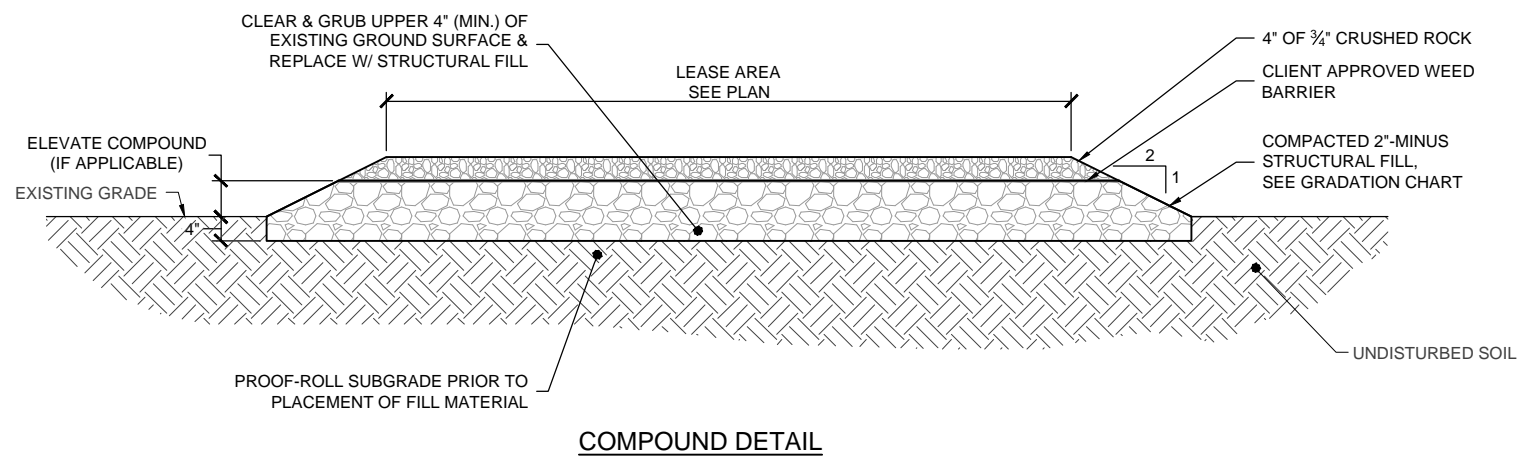
SHEET TITLE:  
**FENCE & GATE DETAILS**

SHEET NUMBER:  
**S-3**

AGGREGATE NOTES:	
1	THE AGGREGATE MATERIAL TO BE USED WILL BE PRODUCED FROM SOUND, TOUGH, DURABLE ROCK AND SHALL BE UNIFORM IN QUALITY AND GRADATION. THE CRUSHED MATERIAL WILL BE REASONABLY FREE FROM SOFT OR DISINTEGRATED PIECES, ORGANIC MATERIALS, AND OTHER OBJECTIONABLE MATTER.
2	THE AGGREGATE MATERIAL WILL SHOW A LOSS LESS THAN 35% IN THE LOS ANGELES ABRASION TEST.
3	THE PERCENTAGE OF SOFT PARTICLES, AS DETERMINED BY THE CLAY LUMPS AND FRIABLE PARTICLES [AASHTO T 112], SHALL NOT BE MORE THAN 5%.
4	THE AGGREGATE MATERIAL USED WILL NOT HAVE A SAND EQUIVALENT LESS THAN 30 IF 5% OR MORE OF THE MATERIAL PASSES THE NUMBER 200 SIEVE.
5	80% OF THE GRAVEL (BY WEIGHT) OF THE COMBINED COURSE AGGREGATE SHALL HAVE THREE OR MORE ROUGH ANGULAR SURFACES AND PRODUCED BY CRUSHING OF THE ROCK.
6	THE PLASTICITY INDEX OF THE FINISHED AGGREGATE PRODUCT SHALL NOT EXCEED 6.

AGGREGATE GRADATION CHART:		
(% BY WEIGHT PASSING SIEVES)		
SIEVE SIZE	2"-MINUS	¾"-MINUS
2½"	100	-
2"	90-100	-
1"	55-83	100
¾"	-	90-100
No. 4	30-60	40-65
No. 8	-	30-50
No. 30	10-25	-
No. 200	0-8	3-9

**COMPACTION NOTE:**  
 STRUCTURAL FILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 12" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557.



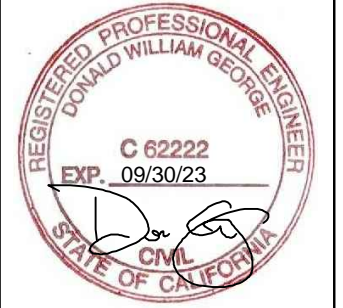
**GENERAL DYNAMICS**  
 Information Technology

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

REVISIONS			
REV	DATE	DESCRIPTION	INT
1	11/15/21	FIRE DEPT REVISIONS	JAD
0	07/16/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

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DATE SIGNED: 11/15/21

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

JURISDICTION USE:

SHEET TITLE:  
**COMPOUND DETAIL**

SHEET NUMBER:  
**S-4**

**Attachment 1**

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

**See attached**

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

Richard J. Busch  
Busch Law Firm PLLC  
1420 NW Gilman Blvd. #2726  
Issaquah, WA 98027

APN: 120-020-010

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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**”), and 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: \_\_\_\_\_

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

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

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

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

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

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

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

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 2

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:

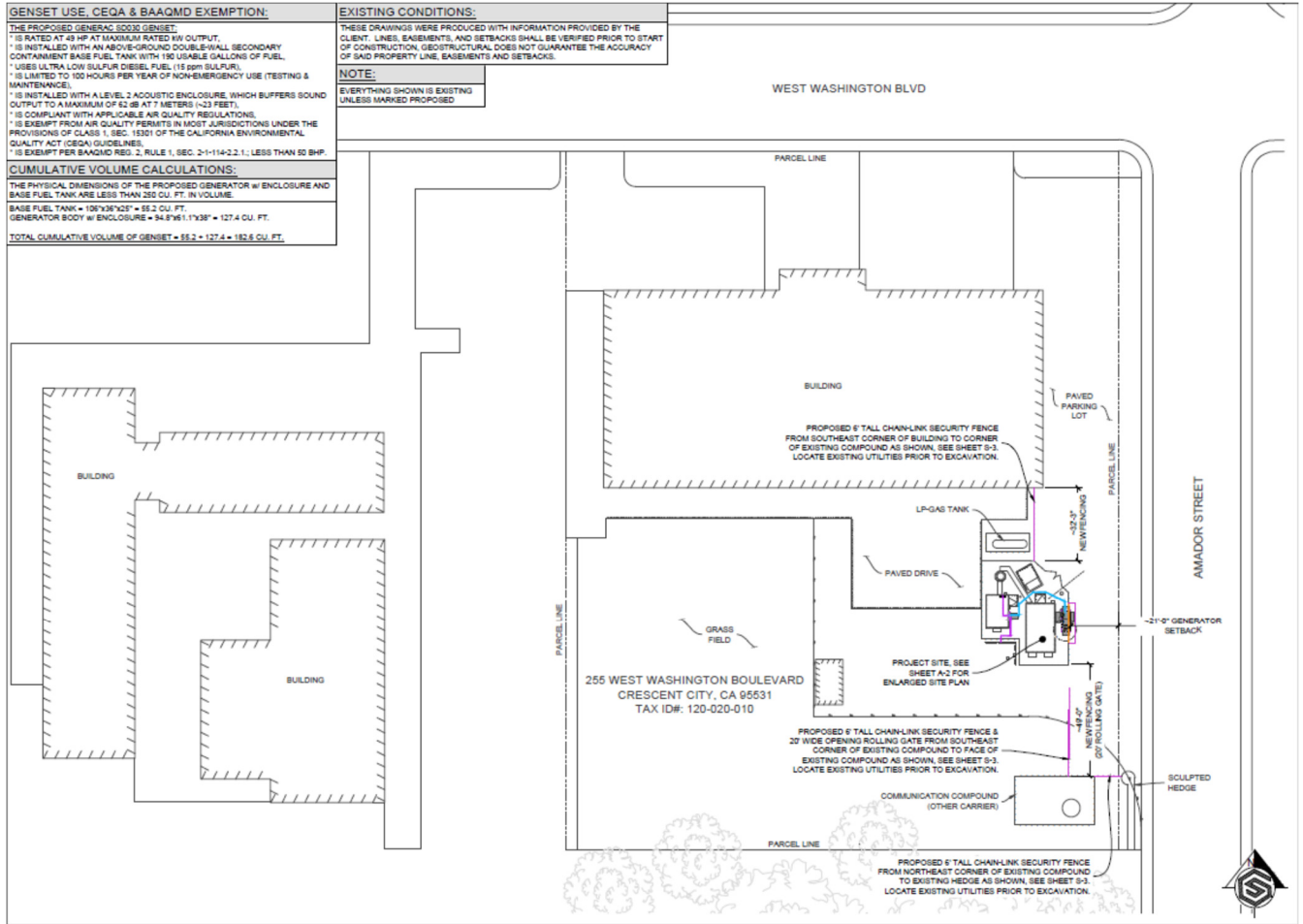
APN: 120-020-010

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.

# Lease Area Sketch or Survey:



**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)**

# Crescent City Fire & Rescue

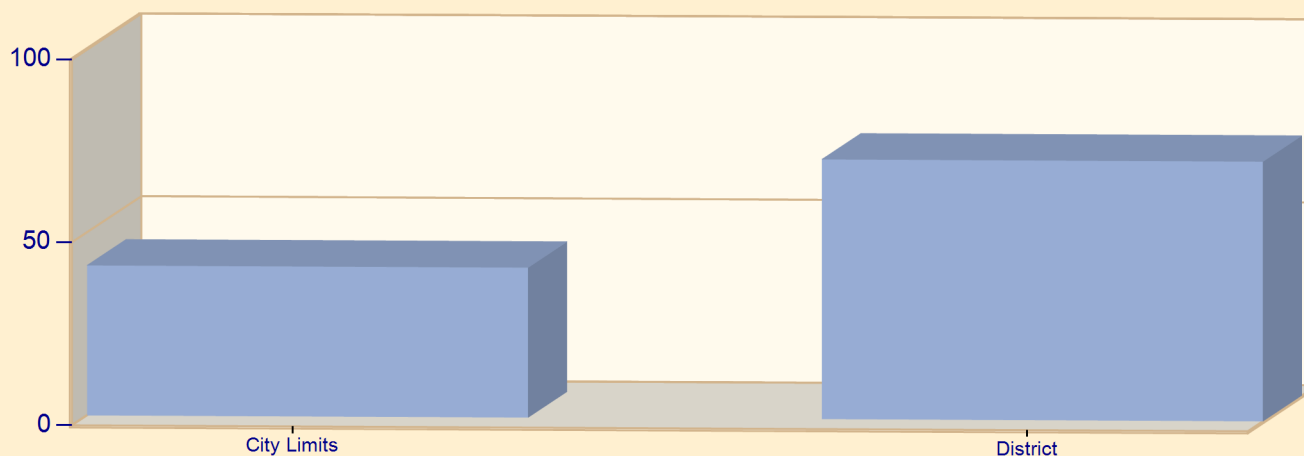
Crescent City, CA

This report was generated on 12/8/2021 11:35:59 AM



## Incident Type Count per Zone for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021



ZONES	INCIDENT TYPE	COUNT
<b>City Limits - City Limits</b>		
	131 - Passenger vehicle fire	1
	154 - Dumpster or other outside trash receptacle fire	1
	311 - Medical assist, assist EMS crew	21
	324 - Motor vehicle accident with no injuries.	1
	444 - Power line down	6
	561 - Unauthorized burning	3
	622 - No incident found on arrival at dispatch address	2
	631 - Authorized controlled burning	2
	735 - Alarm system sounded due to malfunction	1
	736 - CO detector activation due to malfunction	1
	745 - Alarm system activation, no fire - unintentional	2
	<i>Total Incidents for City Limits - City Limits:</i>	<b>41</b>
<b>District - District</b>		
	111 - Building fire	1
	113 - Cooking fire, confined to container	1
	131 - Passenger vehicle fire	1
	136 - Self-propelled motor home or recreational vehicle	1
	151 - Outside rubbish, trash or waste fire	1
	155 - Outside stationary compactor/compacted trash fire	1
	311 - Medical assist, assist EMS crew	32

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
	322 - Motor vehicle accident with injuries	5
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	324 - Motor vehicle accident with no injuries.	1
	352 - Extrication of victim(s) from vehicle	1
	357 - Extrication of victim(s) from machinery	1
	440 - Electrical wiring/equipment problem, other	1
	445 - Arcing, shorted electrical equipment	1
	531 - Smoke or odor removal	1
	561 - Unauthorized burning	3
	600 - Good intent call, other	2
	611 - Dispatched & cancelled en route	3
	622 - No incident found on arrival at dispatch address	7
	631 - Authorized controlled burning	2
	715 - Local alarm system, malicious false alarm	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>	<i>71</i>

	<b>Total Count for all Zone:</b>	<b>112</b>
--	----------------------------------	------------

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

