



**AGENDA OF THE
CRESCENT FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

**REGULAR MEETING
HELD
MONDAY, NOVEMBER 10, 2025
AT 5:00 P.M.**

Submit comments via ccfire@crescentcity.org; or submit a written comment by filing it with the Administrative Specialist at 255 W Washington Blvd, Crescent City, California 95531 prior to 5:00 pm, November 10, 2025. If you require special accommodation, please contact Administrative Specialist, Vanessa Duncan at 464-2421.

1. OPEN SESSION

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 FLAG SALUTE

2. 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.

3. CONSENT CALENDAR

- 3.1 APPROVE MINUTES OF THE REGULAR MEETING OF OCTOBER 13, 2025 AND SPECIAL MEETING OF OCTOBER 21, 2025

3.2 APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERING OCTOBER 2025

*TAKE PUBLIC COMMENT ON CONSENT CALENDAR
CONSIDER AND ADOPT CONSENT CALENDAR*

4. NEW BUSINESS

Take action as necessary and appropriate.

4.1 DECLARE LDH STORZ FITTING HOSE AS SURPLUS AND APPROVE SALE

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Declare the LDH Storz fitting hose as surplus and approve its sale

4.2 APPROVE INSTALLATION OF NEW STRIPING AND DECALS ON DESIGNATED DISTRICT VEHICLES

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Approve the installation of new striping and decals on designated District vehicles

4.3 REVIEW AND DISCUSS PROPOSED UPDATES TO AT&T CONTRACT

RECOMMENDATION

1. Receive proposed updated contract
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Direct staff to research and report back on the best options for the District regarding the AT&T tower lease located on CFPD property

5. OLD BUSINESS

Take action as necessary and appropriate.

5.1 ADOPTION OF CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS POLICY – RESERVE GUIDELINES

RECOMMENDATION

1. **Receive staff report**
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. **Adopt the CFPD Policy – Reserve Guidelines**

5.2 APPROVE AMENDED PROCUREMENT POLICY

RECOMMENDATION

1. **Receive staff report**
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. **Review and approve amended Procurement Policy**

5.3 REVIEW OPTIONS FOR WASHINGTON STATION PAVING PROJECT

RECOMMENDATION

1. **Receive staff report**
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Review options for Washinton Station Paving Project
6. Provide direction to staff as deemed appropriate

6. CHIEFS REPORT

Take action as necessary and appropriate.

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

6.1 **RESPONSES OCCURRED BETWEEN: 10-01-25 to 10-31-25**

6.2 COOPER STATION REPAIRS

6.3 SALES OF 5115 AND 5173

7. 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

8. ADJOURNMENT

ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING ON MONDAY, DECEMBER 8,
2025 AT 5:00 PM

POSTED:

11/07/2025

/s/ Vanessa Duncan

Clerk of the Board/Administrative Specialist

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 Specialist's office at (707)464-2421. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II]

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



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

**REGULAR MEETING HELD
MONDAY, OCTOBER 13, 2025
AT 5:00 P.M.**

1. OPEN SESSION

1.1 CALL TO ORDER

Chair Erler called the meeting to order at 5:00 PM.

1.2 ROLL CALL

Board members present:

- Chair Jim Erler
- Vice Chair Jon Maxwell
- Director Dave Short

Board members absent:

- Director Jim Nelson
- Director Rick Kelley

Staff members present:

- Fire Chief Kevin Carey
- Administrative Specialist Vanessa Duncan
- Fire Captain Beau Smith

1.3 FLAG SALUTE

The Pledge of Allegiance was led by Director Short

2. PUBLIC PARTICIPATION

No public comment at this time.

3. CONSENT CALENDAR

3.1 APPROVE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 8, 2025

3.2 APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERING SEPTEMBER 2025

On a motion by Director Nelson, seconded by Director Kelley, motion carried 3/0/2 with Director Nelson and Director Kelley being absent; the Board of Directors approved the Consent Calendar.

4. NEW BUSINESS

Take action as necessary and appropriate.

4.1 APPOINT AN ALTERNATE FIRE DEPARTMENT 2X2 COMMITTEE MEMBER

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Appoint a Board Member to serve as the alternate representative on the Fire Department 2x2 Committee

On a motion by Vice Chair Maxwell, seconded by Chair Erler, motion carried 3/0/2 with Director Nelson and Director Kelley being absent; the Board of Directors appointed Director Short to serve as the alternate representative on the Fire Department 2x2 Committee.

4.2 APPROVAL OF THE SALE OF SURPLUS UTILITY VEHICLE 5173

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Approve the sale of surplus utility vehicle 5173

On a motion by Vice Chair Maxwell, seconded by Director Short, motion carried 3/0/2 with Director Nelson and Director Kelley being absent; the Board of Directors declared utility vehicle 5173 surplus and approved its sale.

4.3 ADOPTION OF CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS POLICY – RESERVE GUIDELINES

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Approve the CFPD Policy – Reserve Guidelines

The Board reviewed the proposed Reserve Guidelines policy and decided to table the item for further review. The Board directed staff to email the policy to all members so they can make edits before the next scheduled meeting.

On a motion by Vice Chair Maxwell, seconded by Director Short, motion carried 3/0/2 with Director Nelson and Director Kelley being absent; the Board of Directors tabled item 4.3 until the next regular meeting.

4.4 REVIEW OF CURRENT PROCUREMENT POLICY

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Provide direction to staff, if any.

The Board reviewed the current Procurement Policy and directed staff to add clarifying language to Section 13, "Approval Authority Levels". Staff will bring the revised policy back to the Board for approval at the next regular meeting. No motion was made.

5. OLD BUSINESS

Take action as necessary and appropriate.

No old business at this time.

6. CHIEFS REPORT

Take action as necessary and appropriate.

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

6.1 RESPONSES OCCURRED BETWEEN: 09-01-25 to 9-30-25

Chief Carey reported on the uptick in training after the Minimum Qualifications Policy was implemented.

6.2 COPER STATION REPAIRS

Chief Carey stated that it would be in the District's best interest to have a contractor assess the work needed at Cooper Station and provide a report to the Board. The Board will review the findings and determine the best approach for completing the repairs.

On a motion by Vice Chair Maxwell, seconded by Director Short, motion carried 3/0/2 with Director Nelson and Director Kelley being absent; the Board of Directors approved staff to have a contractor assess Cooper Station and provide repair recommendations.

7. BOARD COMMENTS

Vice Chair Maxwell asked about the new vehicle wraps being installed and requested that staff provide an approximate total cost to have the District vehicle wraps completed.

8. ADJOURNMENT

There being no further business to come before the Board, Chair Erler adjourned the meeting at 5:54PM of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on November 10, 2025 at 5:00PM.

ATTEST:

Vanessa Duncan, Clerk of the Board
Crescent Fire Protection District



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

**SPECIAL MEETING HELD
OCTOBER 21, 2025
AT 4:00 P.M.**

1. OPEN SESSION

1.1 CALL TO ORDER

Chair Nelson called the meeting to order at 4:00 PM.

1.2 ROLL CALL

Board members present:

- Chair Jim Erler
- Vice Chair Jon Maxwell
- Director Jim Nelson
- Director Dave Short
- Director Rick Kelley

Staff members present:

- Fire Chief Kevin Carey
- Administrative Specialist Vanessa Duncan

1.3 FLAG SALUTE

The Pledge of Allegiance was led by Director Short.

2. PUBLIC PARTICIPATION

No public comment at this time.

3. NEW BUSINESS

Take action as necessary and appropriate.

3.1 BID OPENING – WASHINGTON FIRE STATION ASPHALT REPAVING PROJECT

RECOMMENDATION

1. Receive staff report
2. Take public comment

3. Open sealed bids for the Crescent Fire Protection District Washington Fire Station Asphalt Repaving Project in public session
4. Announce the name of each bidder and the total bid amount for the record
5. Direct staff to review bids for completeness, accuracy, and responsiveness in accordance with California Public Contract Code
6. Provide direction to staff regarding next steps — including preparing a recommendation for award of contract at a subsequent Board meeting

Staff presented background information and summarized the scope of work for the Washington Fire Station Asphalt Repaving Project.

The Clerk of the Board opened the sealed bid for the project in public session and announced the following:

- Hemmingsen Contracting – \$65,790.00

After the bid opening, the Board directed staff to review the submission for completeness, accuracy, and responsiveness in accordance with the California Public Contract Code. Staff will prepare and present a recommendation for award of contract at an upcoming Board meeting.

On a motion by Vice Chair Maxwell, seconded by Director Short, motion carried unanimously 5/0; the Board of Directors directed staff to review the submission for completeness, accuracy, and responsiveness in accordance with the California Public Contract Code.

4. ADJOURNMENT

There being no further business to come before the Board, Chair Erler adjourned the meeting at 4:24 PM of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on November 10, 2025 at 5:00PM.

ATTEST:

Vanessa Duncan, Clerk of the Board
Crescent Fire Protection District

CFPD CLAIMS LIST OCTOBER FY26

CLAIM ID	CLAIM DATE	VENDOR	ACCOUNT	AMOUNT	INVOICE#	DESCRIPTION	GRAND TOTAL	
503-3359	10/10/25	DROWN, RIVERS DBA LAWN & ORDER	20230	\$ 200.00	6536	LAWN CARE - COOPER & BERTSCH	\$ 200.00	PO# 259023
503-3360	10/10/25	SOUTHERN OREGON SIGNS	40621	\$ 9,645.50	72545	FULL WRAP INSTALL FOR CAL-OES ENGINE 5113	\$ 9,645.50	PO# 259024
503-3361	10/10/25	RECOLOGY DEL NORTE	20140	\$ 214.42	07300320	TRASH FEE - SEPT. 2025	\$ 214.42	
503-3362	10/10/25	CRESCENT CITY WATER	20302	\$ 62.11	005222-000	WATER - HUMBOLDT	\$ 62.11	
503-3363	10/10/25	PACIFIC POWER & LIGHT CO.	20300	\$ 59.23	61913251-0014	POWER - HUMBOLDT	\$ 59.23	
TOTAL							\$ 10,181.26	
504-3364	10/17/25	CITY OF CRESCENT CITY	20173	\$ 1,262.78	7164036	MAINTENANCE AND REPLACE A/C COMPRESSOR 5176	\$ 1,262.78	PO# 259025
504-3365	10/17/25	THE MITCHELL LAW FIRM	20233	\$ 945.00	9064	CFPD GENERAL COUNSEL - SEPT. 2025	\$ 945.00	PO# 259026
504-3366	10/17/25	CHARTER COMMUNICATIONS	20120	\$ 223.12	177067401100125	CABLE/INTERNET WASHINGTON STATION	\$ 223.12	
504-3367	10/17/25	CITY OF CRESCENT CITY	20234	\$ 11,339.00	7164046	4TH QTR. FIRE SERVICES PER AGREEMENT - FINAL	\$ 11,339.00	
TOTAL							\$ 13,769.90	

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: KEVIN CAREY, FIRE CHIEF

DATE: NOVEMBER 10, 2025

SUBJECT: DECLARE LDH STORZ FITTING HOSE AS SURPLUS AND APPROVE SALE

BACKGROUND

The Crescent Fire Protection District currently has 10 sections of 4-inch Large Diameter Hose (LDH) with Storz fittings that are no longer used in regular operations. The hose was purchased around 2007 and consists of the following:

- (8) 100-foot sections
- (1) 50-foot section
- soft suction section

This equipment has been out of service for approximately four years and remains stored in the District's storage Connex container.

The District has since transitioned away from using 4-inch Storz hose in its deployment configuration. The only current use of Storz fittings within the District is limited to the hard suction hose on Engines 5112 and 5159, which connect directly from a water source to the side inlet of the pump. As a result, there is no operational need to retain any additional Storz hose or adapters.

DISCUSSION:

The hose remains in storage and is unlikely to be used again in District operations. To free up space and recover some residual value, staff recommends declaring this equipment as surplus and offering it for sale through GovDeals, the District's approved surplus equipment sales platform.

While the expected revenue from the sale is unknown, the hose is in good enough condition to have resale value to another agency or private buyer with compatible equipment.

There will be no need to purchase any additional adapters or Storz-specific fittings as a result of this surplus action.

RECOMMENDATION:

Staff recommends that the Board of Directors:

1. Declare the 4-inch LDH Storz fitting hose as surplus equipment; and
2. Authorize staff to list and sell the surplus hose on GovDeals in accordance with District policy.

FISCAL IMPACT

The financial impact of this action is expected to be minimal to positive, depending on the final sale value received through GovDeals. Any proceeds will be deposited into the District's general fund.

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: KEVIN CAREY, FIRE CHIEF

DATE: NOVEMBER 10, 2025

SUBJECT: INSTALLATION OF NEW STRIPING AND DECALS ON DESIGNATED DISTRICT VEHICLES

BACKGROUND

The District Vehicle Striping Project is part of a broader initiative to update and modernize the Crescent Fire Protection District's visual identity as one unified fire department.

Currently, District vehicles show little uniformity in striping, lettering, and overall design. Many decals and markings are severely deteriorated due to years of exposure and operational use. While members continue to maintain the vehicles in excellent mechanical condition, the visual appearance of the fleet does not reflect the same level of care or professionalism.

Uniform striping and branding across all vehicles reinforce the department's identity, improve public perception, and enhance member pride and morale. The project reflects the District's commitment to professionalism, unity, and long-term pride in ownership.

DISCUSSION:

This project will include the re-striping and re-lettering of the following District vehicles:

- E-5112
- R-5172
- WT-5159
- E-5137
- E-5132
- UT-5108
- UT-5176

The new WT-5150 Water Tender has already been ordered with the current, standardized striping design.

The proposed project cost is estimated at \$9,000 to \$10,000 for the entire fleet. The work will include installation of new reflective striping and department graphics consistent with the updated “One Department” branding concept.

To minimize costs, members will assist with vehicle preparation, saving both labor time and expense.

As part of this rebranding effort, the District will also take the opportunity to proudly promote its recent ISO Class 2 Public Protection Classification rating. This achievement reflects Crescent Fire Protection District’s ongoing commitment to excellence in emergency response, training, and fire protection capability. The Class 2 designation places the District among the top-rated fire protection agencies in the nation, and incorporating this recognition into the vehicle striping design will both celebrate this milestone and reinforce community confidence in the department’s performance.

RECOMMENDATION:

Staff recommends that the Board of Directors:

1. Review and approve the District Vehicle Striping Project; and
2. Authorize the expenditure of funds not to exceed \$10,000, utilizing available CFAA and CAL OES Prepositioning administrative funds, which are currently part of the department allotment.

FISCAL IMPACT

The total cost of the project is not to exceed \$10,000.

- Funding will come from a combination of:
- CFAA (California Fire Assistance Agreement) Out-of-County Deployment reimbursements,
- Sale of surplus equipment, and
- CAL OES Prepositioning administrative funds.

No Benefit Assessment Funds will be used for this project.

If the new striping materials last a minimum of 10 years (with an expected life of 15+ years), the investment equates to approximately \$1,000 per year for all District apparatus combined — a fiscally responsible investment that supports both operational readiness and organizational pride.

Any unused funds from this authorization will not be redirected to other expenses or projects.



950 West Bethany Drive
Suite 700
Allen, TX 75013



October 2, 2025

Vanessa Duncan
255 W. Washington Blvd
Crescent City, California 95531

Re: AT&T Communications Facility
FA #: 10129993 / Lease ID: 112738
Site Address: 255 West Washington Boulevard, Crescent City, CA 95531

Dear Vanessa,

As you are aware, AT&T Mobility (“AT&T”) has partnered with MD7, LLC (“MD7”) to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site’s value to the network.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Eliminating Risk and Increasing Value

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with MD7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Criteria for Cellular Site Retention

Option 1:

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **\$1,526.85** per month, commencing **2/1/2026**.
- **2%** rent increase every year, commencing **10/9/2032**.
- Extension of Lease through **10/31/2053**.

Option 2:

- Lump Sum Payment Option: Provide a one-time lump sum payment of **\$200,000.00**. In return, you will grant a perpetual easement on your property and assign the lease rights and rental income under your lease with AT&T to MD7 or an affiliate of MD7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

- **Expansion of Permitted Use**

“Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized subtenants, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights that may be available to it under law and equity, including the right to cure Landlord’s default and to deduct the costs of such cure from any monies due to Landlord from Tenant.”

- **Termination**

“In addition to any rights that may exist in the Agreement, Tenant may terminate the Agreement at any time with thirty (30) days prior written notice to Landlord for any or no reason.”

- **Right of First Refusal**

“Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially

similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section __, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section __. Landlord's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section __ with respect to any future proposed conveyances as described herein."

- **Sale of Property**

- a. "Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the surrounding Property except as provided below.

- b. If Landlord, at any time during the Term of the Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement.

- i. Old deed to Property
 - ii. New deed to Property
 - iii. Bill of Sale or Transfer
 - iv. Copy of current Tax Bill
 - v. New IRS Form W-9
 - vi. Completed and Signed AT&T Payment Direction Form
 - vii. Full contact information for new Landlord including phone

number(s)

- c. Landlord agrees not to sell, lease or use any areas of the Property or surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

- d. The provisions of this paragraph shall in no way limit or impair the obligations of Landlord under the Agreement, including interference and access obligations."

- **Removal/Restoration**

In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors in interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to the contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship for years to come. Participation in this program is optional and AT&T will continue to abide by the terms of the existing agreement, including AT&T's rights to not extend the existing lease agreement. After having reviewed this proposal, please contact me within 10 business days to discuss further.

Thank you for your consideration.

Sincerely,

Larry Gordon

Lease Consultant

d: (469) 421-6034

e: lgordon@md7.com



MD7 | Authorized Agent for AT&T Mobility

Submission of this letter does not constitute a modified agreement and is only a proposal. The parties acknowledge and agree that they intend to be bound only upon the execution of an amendment detailing the provisions herein.

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: KEVIN CAREY, FIRE CHIEF

DATE: NOVEMBER 10, 2025

**SUBJECT: ADOPTION OF CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS
POLICY – RESERVE GUIDELINES**

BACKGROUND

The Crescent Fire Protection District Reserve Guideline Policy was originally presented to the Board to establish clear guidance for maintaining financial reserves to ensure the District’s long-term stability, emergency readiness, and capital replacement planning.

At that time, the Board requested an opportunity to review the policy in detail and provide input or suggested revisions before adoption. No feedback, edits, or additional recommendations were received from Board members during that review period.

DISCUSSION:

Staff is bringing the Reserve Guideline Policy back to the Board for formal approval. The only modification since its initial presentation is that the policy has been simplified for ease of reading and improved for clarity.

The revised policy retains all of the same reserve types, targets, and financial principles outlined in the original draft, including:

- Operating, Capital Replacement, Emergency/Disaster, and Assigned/Committed Reserves;
- Annual review and reporting requirements by staff; and
- Board oversight of any transfers or use of reserve funds.

The simplification focuses solely on readability and accessibility, ensuring that the policy remains clear and easy to follow for staff, Board members, and the public while maintaining consistency with CSDA and GFOA best practices.

RECOMMENDATION:

Staff recommends that the Board of Directors:

1. Review and adopt the Crescent Fire Protection District Reserve Guideline Policy as presented; and
2. Authorize staff to implement the policy effective immediately upon adoption.

FISCAL IMPACT

None. Adoption of the Reserve Guideline Policy provides financial direction but does not immediately impact current reserve levels or budgeted funds.

ATTACHMENTS

1. Crescent Fire Protection District Reserve Guideline Policy (Proposed for Adoption – November 10, 2025)

Crescent Fire Protection District

Reserve Guidelines Policy

Effective Date: November 10, 2025

Approved By: Crescent Fire Protection District Board of Directors

Applies To: All District operations and financial management

Purpose

This policy sets guidelines for keeping and using reserve funds to make sure the Crescent Fire Protection District (CFPD) can maintain services, handle emergencies, replace equipment, and stay financially stable over the long term.

Policy Statement

The Board of Directors believes that keeping healthy financial reserves is key to responsible management. These reserves help the District stay stable during emergencies or unexpected costs and support long-term planning.

Goals of Reserves

1. Provide money for emergencies and unexpected needs.
 2. Keep budgets stable when revenues or expenses change.
 3. Support long-term replacement of equipment, buildings, and vehicles.
 4. Follow state and professional financial standards.
 5. Maintain transparency and public trust.
-

Types of Reserves

1. Operating Reserve

- **Purpose:** To maintain service levels and cover unplanned expenses.
- **Target:** 15–25% of annual operating costs.

2. Capital Replacement Reserve

- **Purpose:** To fund replacement or repairs of vehicles, equipment, and facilities.
- **Target:** Based on the District's 10-year Capital Improvement Plan (CIP).

3. Emergency or Disaster Reserve

- **Purpose:** To provide funds for immediate response and recovery after a major event.
- **Target:** 3–6 months of operating costs or an amount equal to a large emergency deployment.

4. Equipment / SCBA / Vehicle Reserve

- **Purpose:** To save for large equipment or fleet purchases.
- **Target:** Based on equipment replacement schedules and lifecycle costs.

5. Assigned or Committed Reserves

- **Purpose:** To hold funds the Board sets aside for specific uses such as grants, cost recovery, or shared projects with the City of Crescent City.

Reserve Management

- The Fire Chief will review and report reserve levels to the Board at least once a year.
- The Board must approve any transfers into or out of reserves.
- Reserves can be replenished using budget allocations, one-time revenues, or year-end savings.
- If any reserve falls below its target, staff will create a plan to restore it.

Review and Reporting

- This policy will be reviewed each year during the budget process.
 - Any updates or changes will be presented to the Board for approval.
 - The District will include reserve levels in its annual budget and financial statements.
-

References

- *CSDA Special District Reserve Guidelines (2013)*
- *GFOA Best Practice: Appropriate Level of Unrestricted Fund Balance*
- *GASB Statement No. 54: Fund Balance Reporting and Governmental Fund Type Definitions*

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: KEVIN CAREY, FIRE CHIEF

DATE: NOVEMBER 10, 2025

**SUBJECT: APPROVAL OF AMENDED CRESCENT FIRE PROTECTION DISTRICT
PROCUREMENT POLICY**

BACKGROUND

The Crescent Fire Protection District Board adopted its Procurement Policy on June 9, 2025, to establish consistent, transparent, and compliant purchasing procedures for all District goods and services. The policy outlines competitive bidding thresholds, ethical standards, approval authority levels, and ensures compliance with the California Public Contract Code, Labor Code, and Department of Industrial Relations (DIR) requirements.

Following its adoption, staff was requested to review the policy against practices used by comparable California fire districts to ensure alignment with modern public procurement standards. That review identified an opportunity to clarify Section 13 – Approval Authority Levels to mirror best-practice language similar to the Menlo Park Fire Protection District, while maintaining the District’s existing \$10,000 spending limit.

DISCUSSION:

The amendment to Section 13 does not increase spending authority but instead provides greater transparency and structure around how the Fire Chief may approve and execute purchases, contracts, and agreements.

The updated section:

- Reaffirms that the Fire Chief may approve purchases up to \$10,000 per transaction, provided the purchase is within the approved budget and follows competitive procurement requirements.
- Adds language specifying that cumulative vendor expenditures over \$10,000 per fiscal year must be reported to the Board for acknowledgment or ratification.
- Establishes clear authority for the Fire Chief to delegate limited purchasing power in writing to designated staff for routine operational needs.

- Emphasizes accountability and reporting by requiring that all documentation be retained and periodic summaries provided to the Board.
- Maintains the requirement that purchases or contracts exceeding \$10,000 require prior Board approval unless deemed an emergency under Section 6.

These updates align Crescent Fire Protection District's procurement procedures with comparable districts while reinforcing fiscal responsibility and operational efficiency.

RECOMMENDATION:

Staff recommends that the Board of Directors:

1. Review and adopt the amended Crescent Fire Protection District Procurement Policy as presented; and
2. Authorize the Fire Chief to implement the revised policy effective immediately.

FISCAL IMPACT

None at this time. The amendment clarifies existing language and does not result in new or increased expenditures.

ATTACHMENTS

1. Amended Procurement Policy (Adopted June 9, 2025; Amended November 10, 2025)

Crescent Fire Protection District Procurement Policy

1. Purpose This policy establishes procedures for the procurement of goods and services to ensure that taxpayer resources are used effectively, transparently, and in the public's best interest.

2. General Guidelines All purchases must be for legitimate District purposes. Staff shall avoid conflicts of interest, favoritism, or splitting purchases to avoid competitive thresholds.

3. Competitive Procurement Requirements

Purchase Amount Procurement Requirement

\$0 – \$1,500	At least 3 verbal or written quotes recommended.
\$1,501 – \$10,000	Minimum of 3 written quotes required.
Over \$10,000	Minimum of 3 written quotes and Board approval.

4. Use of Cooperative Purchasing The District may purchase goods or services using Sourcwell or other public cooperative purchasing agreements in lieu of obtaining three written quotes, provided:

- The vendor is listed as an awarded contractor under a valid contract.
- The pricing and terms fall within the scope of the cooperative agreement.

Use of Sourcwell satisfies the competitive procurement requirement under California law.

5. Sole Source Purchases If a good or service is only available from one practicable source, a written justification must be prepared describing the unique need and why no other options exist. A quote must be obtained and kept on file.

6. Emergency Purchases Emergency purchases may be made when necessary to protect life, safety, or property and cannot wait for regular procurement procedures. A written justification must be prepared and signed by the Fire Chief or Board Chair.

7. Purchase Orders All services over \$100 require a District purchase order. Each purchase order must:

- Include vendor information, item description, quantity, cost, and purpose.
 - Be signed by the Fire Chief (or Board Chair in their absence).
 - Be processed by the Administrative Assistant, who will place the order.
-

8. Prohibited Practices

- Splitting purchases to avoid competitive thresholds.
 - Awarding contracts based on favoritism or discrimination.
 - Allowing affiliated personnel to participate in procurement decisions involving related vendors.
-

9. Ethics and Standards of Conduct District employees and Board members involved in the procurement process shall:

- Conduct business with integrity and fairness.
 - Avoid personal conflicts of interest.
 - Not accept gifts, favors, or gratuities from vendors.
 - Report suspected fraud or unethical behavior to the Fire Chief or Board Chair.
-

10. Local Vendor Consideration When possible and when all other factors are equal, preference may be given to local vendors to support the local economy.

11. Documentation and Record Retention All procurement activity shall be documented and retained in accordance with the District's records retention schedule. This includes:

- Quotes and proposals
- Sourcewell or cooperative contract references
- Sole source and emergency justifications
- Purchase orders and invoices
- Board approvals

12. Public Works and Prevailing Wage Compliance For public works projects:

- Comply with the California Public Contract Code and Labor Code.
- Pay prevailing wages for projects over \$1,000.
- Use formal bidding procedures for projects over \$25,000 or as required.
- Require contractor registration with the Department of Industrial Relations (DIR).

13. Approval Authority Levels

Amount	Approval Required
Up to \$1,500	Fire Chief or Administrative Specialist
\$1,501–\$10,000	*Fire Chief
Over \$10,000	Board of Directors

*Fire Chief

The Fire Chief is authorized to approve and execute purchases, contracts, or agreements for goods, services, and supplies up to \$10,000 per transaction, provided:

- Adequate funds are available within the approved annual budget.
- All competitive procurement and documentation requirements in this policy are followed.
- The purchase does not exceed statutory limits under the California Public Contract Code.

Cumulative expenditures with a single vendor exceeding \$10,000 within a fiscal year must be reported to the Board for acknowledgment or ratification.

Purchases or contracts exceeding \$10,000 require prior Board approval unless classified as emergency purchases under Section 6.

14. Capital Equipment and Inventory Control All fixed assets or equipment valued over \$5,000 shall:

- Be logged into the District's inventory system.
- Be tagged with an asset ID number.
- Be reviewed annually for location and condition.

15. Amendment and Review This policy shall be reviewed at least once every three years or as needed. Amendments require approval by the Board of Directors.

Adopted 06/09/2025

Amended 11/10/2025

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: KEVIN CAREY, FIRE CHIEF

DATE: NOVEMBER 10, 2025

SUBJECT: REVIEW AND DISCUSSION OF OPTIONS FOR THE WASHINGTON FIRE STATION ASPHALT REPAVING PROJECT

BACKGROUND

The Crescent Fire Protection District solicited bids for the Washington Fire Station Asphalt Repaving Project to address surface deterioration and improve safety and drainage for emergency vehicle operations. The project includes replacement of the existing asphalt surface and compaction of the underlying base material to support the heavy weight of fire apparatus.

One sealed bid was received from Hemmingsen Contracting Co., Inc. in the amount of \$65,790.00.

The bid included the following scope and materials:

- Removal of approximately 8,850 square feet of existing asphalt and base material.
- Reconstruction with a 4-inch compacted asphalt section placed in two lifts.
- Placement of a 6-inch compacted base section composed of ¾-inch minus base rock, compacted to subgrade.
- Compliance with California Prevailing Wage and DIR registration requirements.

During review, staff and legal counsel identified that the original notice to bidders incorrectly referenced a “3¼-inch base rock”, which appears to have been a typographical error. Hemmingsen’s bid correctly references ¾-inch minus aggregate, which aligns with Caltrans and local public works standards.

DISCUSSION:

Following review and legal counsel’s input, several options have been identified for the Board’s consideration.

Option 1 – Clarify the Specification and Proceed with Award

The Board may proceed with awarding the project to Hemmingsen Contracting if the contractor provides written confirmation that the bid is based on ¾-inch minus base rock, and that this material meets or exceeds the intended specification.

- Legal counsel advised that clarifying this variance on the record and documenting it in the bid file preserves transparency and maintains compliance with the Public Contract Code.
- Since only one bid was received, this clarification would not impact pricing or competitive fairness if no material terms (such as unit costs) are changed.
- The project could be deferred until spring to avoid weather impacts, with prevailing wage and bonding requirements remaining in effect.

Option 2 – Reject All Bids and Rebid the Project

The Board may choose to reject all bids and reissue the project with updated specifications to ensure complete clarity and broader competitive participation.

- A new notice could clearly define the aggregate base and asphalt section in accordance with Caltrans Class 2 specifications and fire apparatus load requirements.
- Rebidding could potentially attract additional contractors and provide more uniform responses but would delay construction until the 2026 paving season.

Option 3 – Defer the Project for Further Design Review

If the Board wishes to evaluate the design more thoroughly, the project could be deferred to allow for consultation with an engineering firm to verify base thickness, drainage requirements, and subgrade compaction for long-term durability.

- This would ensure that future specifications reflect the exact load ratings of heavy fire apparatus and account for slope and drainage performance.

Option 4 – Revise Specifications to Industry Standards and Re-Advertise

Based on the National Asphalt Pavement Association (NAPA) and Whole Building Design Guide recommendations for fire stations, areas supporting fire apparatus should use heavy-duty pavement sections designed for high static loads and turning stress.

Industry and Caltrans guidance recommends:

- Base Rock: Caltrans Class 2 aggregate base (¾-inch minus), compacted to ≥95% standard Proctor density.
- Asphalt Thickness: Minimum of 4 inches of hot-mix asphalt (Type A or equivalent) placed in two compacted lifts over 8–12 inches of base material, depending on subgrade.

- Design Considerations: Pavement should be designed to support fire apparatus weighing 60,000–80,000 lbs with point loads from outriggers or stabilizers considered in the apron and bay transitions.

Recommended Specification Language for Future Bidding:

“The base material shall be aggregate base conforming to Caltrans Class 2 (¾-inch minus or equivalent), compacted to a minimum of 95% of standard Proctor density. The asphalt pavement structure for apparatus bays and aprons shall consist of a minimum of 4 inches of hot-mix asphalt (Type A or equivalent) placed over a compacted 8–12 inch aggregate base, or as recommended by a qualified engineer. The contractor shall provide separate unit pricing for the apparatus apron and general driveway areas.”

This approach ensures alignment with current fire station paving standards, Caltrans specifications, and long-term durability for heavy apparatus use.

COMPARISON SUMMARY:

Item	Hemmingsen Bid Proposal	Industry/Caltrans Standard Recommendation	Comments
Base Material	¾-inch minus compacted base rock, 6” thick	Caltrans Class 2 (¾-inch minus), 8–12” thick	Hemmingsen’s material meets type standards but depth could be increased for long-term apparatus loading
Asphalt Thickness	4” compacted asphalt (two lifts)	4” minimum for heavy-use zones	Matches standard
Drainage & Transitions	Adjusted to meet existing concrete grades for smooth transition	Matches requirement	Adequate
DIR Compliance	Yes – Registered Contractor (Active)	Required	Compliant
Bonding/Insurance	Bid bond, performance coverage, and insurance provided	Required	Compliant

RECOMMENDATION:

Staff recommends that the Board of Directors:

1. Review and discuss the available options for proceeding with the Washington Fire Station Asphalt Repaving Project;
2. Determine whether to:
 - a. Clarify and proceed with Hemmingsen's bid as responsive;
 - b. Reject and rebid the project with revised technical specifications; or
 - c. Defer for further design review and specification development; and
3. If rebid, authorize staff to incorporate the recommended revised specification language based on Caltrans and fire apparatus load standards.

FISCAL IMPACT

The bid received from Hemmingsen Contracting totals \$65,790.00.

If the project is rebid with enhanced technical specifications and increased base material depth, total project cost may increase due to added material and compaction requirements.

ATTACHMENTS

1. Hemmingsen Contracting Proposal (Received October 17, 2025)



HEMMINGSEN CONTRACTING
P.O. BOX 215
1841 NORTHCREST DRIVE
CRESCENT CITY, CA 95531
PHONE: 707-464-5225
FAX 707-464-3659
License #957852

Date: 10/17/2025

Proposal to: Crescent City Fire
 Phone: 464-2421
 Location: 255 W. Washington Blvd.
 Crescent City, CA 95531

PROPOSAL

*Labor rates included in pricing conform with California Prevailing Wage Rates.
 DIR reporting will be performed and is included in pricing.*

Replace asphalt and base section complete – Approx. 8,850 sq. ft. – Pave back with 4” Asphalt

Due to so much of the asphalt area connecting to existing concrete grades, an overlay of new asphalt over the existing will not provide smooth transitions and will inhibit proper drainage. To increase the asphalt section we will need to remove all of the asphalt and base section to a depth to provide for a 4 inch section over a 6” compacted base section.

Grind out existing asphalt. Remove asphalt and base to confirm 6” base section.
 Place salvaged base rock and grindings to make up new base rock section.
 Import and compact ¾” minus base rock to complete subgrade.
 Place asphalt in two lifts to have a 4” compacted asphalt depth.

Materials.....	\$35,000
Labor.....	\$15,000
Equipment.....	\$15,790
Budget for the above at current asphalt prices (\$103.00 per ton).....	\$65,790.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. **In the event the account is turned over to any agency for collection, or is collected through any judicial proceeding whatsoever, the below signed customer is obligated to pay any collection fees, attorney’s fees or other costs incurred in the collection of the debt in addition to any contractual amounts still owed.**

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment Will be made as outlined above.

Authorized Signature _____
 Note: This proposal may be withdrawn by us if not accepted within _____ days.

Date of acceptance _____ Signature _____

CA



Public Works Support

AH

eCPR Search

Profile

Logout

Contractor Registration Search

AH Amber
Hemmingsen

Logout

Project Registration Search

Services

Your information ▼

2025-06-30 19:58:41 system

Registration Date

*Contractor

i 1000015645 - HEMMINGSEN CONTRACTING CO., INC.

*Registration Start Date

2025-07-01

Registration Status

Active

*Registration End Date

2027-06-30

Transaction

 TRANSACT0036760

Renewal

Activity

Activity

No readable comment field

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY**

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$5,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PARTY WITH WHICH THE INSURED DOES BUSINESS WHEN REQUIRED BY A WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

HOME OFFICE
SAN FRANCISCO

9143833-25
RENEWAL

ALL EFFECTIVE DATES
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE October 1, 2025 AT 12:01 AM.
AND EXPIRING October 1, 2026 AT 12:01 AM

Greater Bay Area
2293446

HEMMINGSEN CONTRACTING CO INC

PO BOX 215
CRESCENT CITY, CA 95531-0215

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: September 16, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

HEMMINGSEN CONSTRUCTION CO INC



to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING



Witness my hand and seal this day,

August 2, 1999

Issued October 6, 1964

CERTIFIED COPY

Handwritten signature of C. Lance Barnett, Registrar of Contractors.

C. Lance Barnett, Ph.D.
Registrar of Contractors

Handwritten signature of the license qualifier.

Signature of Licensee

Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not
transferrable, and shall be returned to the Registrar upon demand
when suspended, revoked, or invalidated for any reason. It becomes
void if not renewed.

229105

License Number



TOKIO MARINE
HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number: N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Hemmingsen Contracting Co., Inc.

(hereinafter
called Principal), as Principal, and U.S. Specialty Insurance Company

a corporation organized and existing under the laws of _____,
(hereinafter called Surety) as Surety, are held and firmly bound unto Crescent Fire Fire Protection District

(hereinafter called Obligee) as Obligee, in the penal sum of Ten Percent of amount Bid

percent (10 %) of amount bid not to exceed
One Hundred Thousand and no/100

Dollars (\$100,000.00) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for _____
Washington Fire Station - Asphalt Repaving Project

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 17th day of October, 2025.

Principal: Hemmingsen Contracting Co., Inc.
By: [Signature]
Surety: U.S. Specialty Insurance Company
By: [Signature]
Keith E. Clements, Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company
801 South Figueroa Street, Suite 700
Los Angeles, CA 90017
Attention: Keith Clements
Tel: (310) 649-0990
E-mail: kcllements@tmhcc.com



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Keith E. Clements

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million and 00/100***** Dollars (***\$50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles




By: 
Daniel P. Aguilar, Vice President

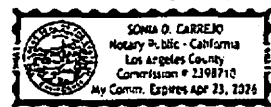
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of October, 2025.

Corporate Seals
Bond No. Bid Bond
Agency No. 9003 - PDF POA




Kio Lo, Assistant Secretary

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 San Diego)

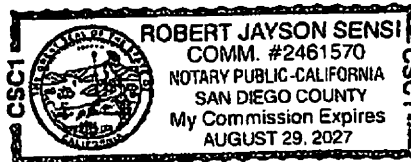
On 10-17-25 before me, Robert Jayson Sensi, Notary Public
(insert name and title of the officer)

personally appeared Keith E. Clements
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 Robert Sensi (Seal)



Crescent City Fire & Rescue

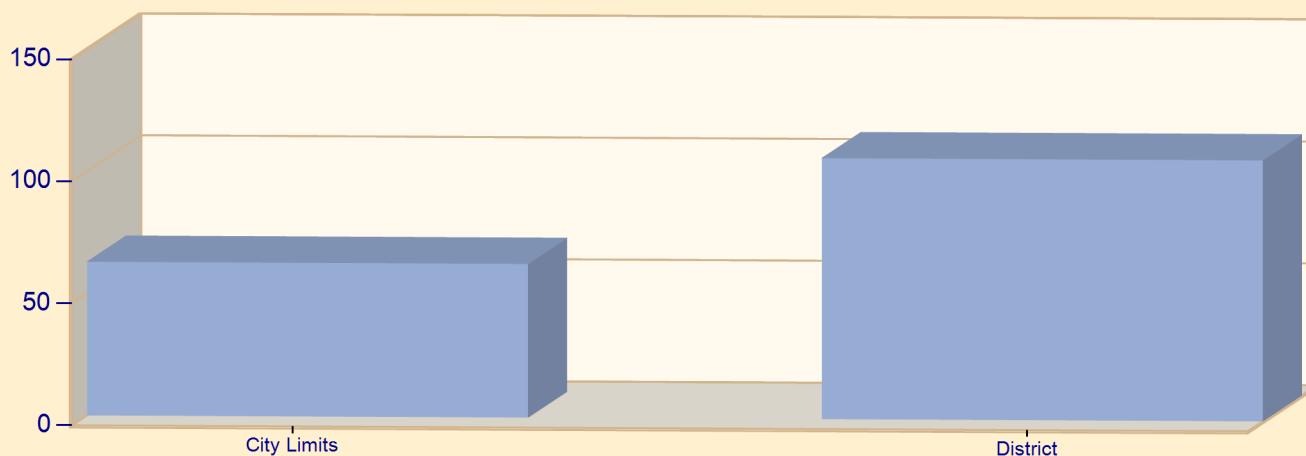
Crescent City, CA

This report was generated on 11/6/2025 10:57:38 AM



Incident Type Count per Zone for Date Range

Start Date: 10/01/2025 | End Date: 10/31/2025



ZONES	INCIDENT TYPE	COUNT
City Limits - City Limits		
	151 - Outside rubbish, trash or waste fire	2
	311 - Medical assist, assist EMS crew	26
	322 - Motor vehicle accident with injuries	1
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	324 - Motor vehicle accident with no injuries.	3
	440 - Electrical wiring/equipment problem, other	1
	444 - Power line down	1
	531 - Smoke or odor removal	1
	561 - Unauthorized burning	2
	611 - Dispatched & cancelled en route	14
	622 - No incident found on arrival at dispatch address	3
	631 - Authorized controlled burning	1
	733 - Smoke detector activation due to malfunction	1
	735 - Alarm system sounded due to malfunction	1
	736 - CO detector activation due to malfunction	2
	743 - Smoke detector activation, no fire - unintentional	2
	812 - Flood assessment	1
	<i>Total Incidents for City Limits - City Limits:</i>	63
District - District		
	118 - Trash or rubbish fire, contained	1

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



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ZONES	INCIDENT TYPE	COUNT
	121 - Fire in mobile home used as fixed residence	1
	131 - Passenger vehicle fire	2
	151 - Outside rubbish, trash or waste fire	1
	311 - Medical assist, assist EMS crew	46
	322 - Motor vehicle accident with injuries	2
	324 - Motor vehicle accident with no injuries.	3
	381 - Rescue or EMS standby	1
	441 - Heat from short circuit (wiring), defective/worn	1
	444 - Power line down	1
	550 - Public service assistance, other	1
	561 - Unauthorized burning	5
	611 - Dispatched & cancelled en route	19
	622 - No incident found on arrival at dispatch address	7
	631 - Authorized controlled burning	7
	671 - HazMat release investigation w/no HazMat	1
	733 - Smoke detector activation due to malfunction	2
	735 - Alarm system sounded due to malfunction	1
	736 - CO detector activation due to malfunction	1
	740 - Unintentional transmission of alarm, other	1
	744 - Detector activation, no fire - unintentional	1
	745 - Alarm system activation, no fire - unintentional	2
	<i>Total Incidents for District - District:</i>	107
Total Count for all Zone:		170

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

