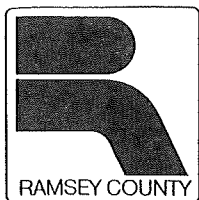


SW



Working with You
to Enhance Our Quality of Life

Office of the County Manager

David J. Twa, County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 651-266-8000

Fax: 651-266-8039

e-mail: david.twa@co.ramsey.mn.us

November 7, 2005

Mark Sather
City Manager
City of White Bear Lake
4701 Highway 61
White Bear Lake, MN 55110

Dear Mr. Sather, *Mark*

Enclosed please find one fully executed copy of the Site Lease Agreement between the City of White Bear Lake and Ramsey County, along with a copy of the County Board Resolution.

If you have any questions or concerns, please do not hesitate to contact me or Connie Catlin at 651-266-8011.

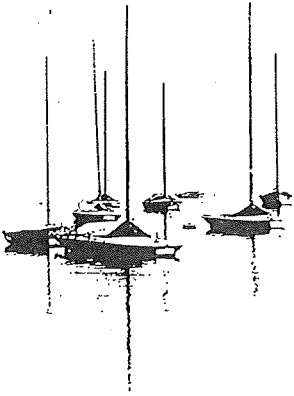
Sincerely,

David J. Twa
Ramsey County Manager

Thanks for your cooperation in getting this completed.

sam
Enclosure

cc: Connie Catlin



City of White Bear Lake

4701 Highway 61 • White Bear Lake, Minnesota 55110

TDD (651) 429-8511 • Fax (651) 429-8500

Phone (651) 429-8526

October 28, 2005

Karen Kushner
Assistant Ramsey County Attorney
Suite 560
50 W. Kellogg Boulevard
St. Paul, MN 55102-1556

Dear Ms. Kushner:

Enclosed are two originals of the lease for placement of communication equipment on the Centerville Road water reservoir in White Bear Lake. They have been signed by the appropriate City officials. I understand that you will have them executed by the County and one complete copy will be returned to the City.

Although this process has been somewhat lengthy, it was a pleasure working with you.

Best Regards,

A handwritten signature in black ink, appearing to read 'Mark Sather'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Sather
City Manager

Encl.

SITE LEASE AGREEMENT
Between The City of White Bear Lake and
Ramsey County

This Site Lease Agreement ("Lease") is entered into this 25th day of October 2005 (the "Commencement Date"), between the **CITY OF WHITE BEAR LAKE**, a municipal corporation under the laws of the State of Minnesota ("Lessor"), and **RAMSEY COUNTY**, a political subdivision of the State of Minnesota ("Lessee").

In consideration of the terms and conditions of this Lease, the parties agree as follows:

1. Leased Premises.

Lessor hereby leases to Lessee certain space located at and on the Lessor's Centerville Road Water Tower Site located at 4636 Centerville Road, White Bear Lake, Minnesota 55110, which is legally described in attached Exhibit "A," *Legal Description and Site Plan*, for use for public safety communication system purposes. The water storage facility and its appurtenances ("Structure"), and the Lessor's land upon which the Structure is situated are collectively called "the Property." The property interest leased and granted by the Lessor to Lessee (collectively, the "Leased Premises") consists of the following:

- Structure exterior space for attachment of antennas at 156'6" FAGL;
- Interior space required for cable runs and equipment;
- non-exclusive easements required to run utility lines and cables;
- a non-exclusive easement across the Property for access.

No other space or property interests are being leased to Lessee except as described above and as described on Exhibit "A", *Legal Description and Site Plan*.

2. Terms/Renewals.

- (a) The initial term of this Lease shall commence on the date first written above and shall terminate on December 31, 2015.
- (b) Lessee shall have the right to extend this Lease for two (2) additional five (5) year terms (each a "Renewal Term") subject to (c) below.
- (c) This Lease shall automatically be renewed for each successive Renewal Term unless Lessee is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent.

Rent shall consist of Base Rent and such Additional Rent as may apply. Lessee shall make all Rent payments to Lessor at the following address:

City of White Bear Lake
Attn: Finance Department
4701 Highway 61
White Bear Lake, Minnesota 55110

Lessor's FIN is 41-6005641

If this Lease is terminated, pursuant to the terms and conditions of this Lease, rent shall be pro-rated to the termination date or the date on which all of Lessee's equipment is removed from the Leased Premises, whichever is later. Within thirty (30) days after the date of the termination, Lessor shall return to Lessee any amounts that Lessee has prepaid to Lessor.

Lessee shall pay all rent annually in advance, as indicated in the payment schedule below:

(a) Base Rent.

The Base Rent shall be waived. Provided, however, during either Renewal Term, the Lessee agrees to pay rent determined as follows: If the Lessor receives a request from an existing tenant or from a potential tenant for use of the Structure, Lessor shall follow the evaluation procedure set forth in Section 10.f. herein. If Lessee makes a written objection, Lessor shall deny the request. Following the denial, and for the balance of the Renewal Term, Lessee agrees to pay Lessor the fair market rent for the County's use or the equivalent of what Lessor would have received from the denied tenant, whichever is less. If the parties can not agree on the amount of rent after a reasonable period of time, Lessee and Lessor agree to submit the matter to a disinterested third party acceptable to both parties who is familiar with rental of sites for telecommunications use, and the parties shall accept the third party's decision as final.

(b) Additional Rent.

Additional Rent means all amounts, other than Base Rent provided for in paragraph 3 (a) above, that Lessee shall be obligated to pay under this paragraph or any other paragraph of this Lease. Additional Rent shall include the following fees, costs and expenses:

- (1) costs for the repairs, improvements, or alterations required to be made by Lessee in Section 6. Maintenance and Repairs;
- (2) all taxes on equipment personally owned by Lessee, general, or special. As a condition of Lessee's obligation to pay any tax, Lessor shall provide Lessee documentation from the taxing authority indicating with reasonable certainty that the tax was directly attributable to Lessee's tenancy. Lessee shall have the right to file an assessment appeal, and Lessor shall cooperate in any such appeal as reasonably requested by Lessee, all at Lessee's sole cost and expense;
- (3) all public utility rates, dues, and charges of any kind for utilities used by Lessee at the Leased Premises; and
- (4) fees, costs, and expenses for property insurance and/or uninsured losses as set forth in Section 13. Insurance.

In the event that Lessee does not pay the required Additional Rent to the appropriate

party, Lessor may, at its option, and after thirty (30) days prior written notice to Lessee, make such payments. Upon Lessor's notice to Lessee that it has made these payments, those amounts become due and payable by Lessee within thirty (30) days.

4. Use of Leased Premises.

(a) Lessor's Primary Use of Property.

The primary use and purpose of the Property, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations and Lessor reserves the right to take any action it deems necessary, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations.

(b) Jeopardy of Lessor's Primary Use.

(1) In the event that the use of the Structure for water service is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes such Jeopardy. Lessee shall make all good efforts to cure such Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure such Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default as otherwise defined in *Section 12. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g. assessing the problem, ordering necessary equipment) within seven (7) days of Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.

(2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, Lessor may enter the Leased Premises and may take such actions as are required to protect the water, individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry into the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's entry onto the Leased Premises. Lessee and Lessor shall work together to immediately take all additional steps necessary to address the cause of the immediate threat.

(c) Lessee's Use of Leased Premises.

(1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises as a base station for Lessee's 800 MHz/PSCS Subsystem to the regionwide 800 MHz interoperable radio communication system ("Approved Use").

(2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, repair, replace, store or remove its antennas, equipment, personal property, leasehold improvements, and appurtenances (collectively, "Antenna Facilities") as shown in Exhibit "B", *Antenna Facilities*.

(d) Laws Governing Use and Approvals.

Lessee shall use the Leased Premises only in accordance with generally accepted engineering practices and in compliance with all applicable Federal Communications Commission ("FCC") federal, state, and local rules, laws and regulations. This Lease is contingent upon Lessee receiving all permits, licenses or approvals from all local, state, or federal land use jurisdictions or agencies for Lessee's permitted use of the Leased Premises. Lessee shall, at its sole cost and expense, obtain all such necessary permits, licenses or approvals. Lessor agrees to cooperate with Lessee in Lessee's pursuit all such necessary permits, licenses or approvals.

5. Installation of Equipment and Leasehold Improvements.

(a) Construction Plans.

For the initial installation of all Antenna Facilities and for site development, and for any and all subsequent revisions and/or modifications of same, Lessee shall provide Lessor and Lessor's Engineer ("Engineer") each with two (2) sets of construction plans ("Construction Plans") consisting of the following:

- (1) line or CAD drawings showing location of all planned installations plus materials and construction methods;
- (2) specifications for all planned installations, including cable colors;
- (3) diagrams of proposed Antenna Facilities;
- (4) a description of the equipment and personal property of Lessee to be located in the Structure and on the Leased Premises.

Construction Plans shall be easily readable and subject to prior written approval by the Engineer, which shall not be unreasonably withheld, conditioned or delayed.

(b) Construction Scheduling.

At least three (3) days prior to Lessee's construction mobilization, Lessee shall conduct a pre-construction meeting on the Property. Said meeting shall be attended by the Engineer, Lessee's representative and all parties involved in the installation.

(c) Construction Inspection.

The Engineer may inspect the project from time to time during construction to determine if construction is proceeding in accordance with the Construction Plans approved by the Engineer. The Engineer shall approve the construction upon completion so long as it is performed and completed substantially in accordance with the Construction Plans approved by the Engineer.

- (d) Lessee shall be solely responsible for all documented costs associated with the inspection and approval by Engineer as described in this Section 5, on a reimbursement basis at Lessor's actual cost, not to exceed \$2,000.

(e) Damage by Lessee.

Any damage to the Property, Leased Premises, or any equipment thereon caused by Lessee's installation and operations shall be repaired or replaced at Lessee's expense and to Lessor's reasonable satisfaction.

6. **Maintenance and Repairs.**

- (a) Lessor reserves the right to take any action it deems necessary, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations as may be necessary.
- (b) Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. All equipment appurtenances affixed to the Structure shall be as close to the color of the Structure as is commercially available to the Lessee, and color coatings must be approved by the Lessor's Engineer. Said approval shall not be unreasonably denied.
- (c) Lessor shall provide Lessee with not less than thirty (30) days prior written notice when Lessor paints or reconditions its Structure. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover and protect Lessee's Antenna Facilities, and to protect the same from paint and debris fallout which may occur during the painting or reconditioning process. Lessor's painting or reconditioning of the Structure shall be performed in such a manner as to minimize interference to the greatest extent possible, with Lessee's operations under this Lease.
- (d) Except in an emergency, for all substantial improvements or repairs, Lessor shall meet with Lessee at least sixty (60) days in advance of the improvement or repair. Lessor shall reasonably cooperate with Lessee to carry out such activities without interference to Lessee's transmission operations. Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. If the Lessee requests a modification of Lessor's procedures for carrying out the improvement or repair in order to reduce the interference with Lessee's transmission operations, and Lessor agrees to the modification, the Lessee shall pay for any incremental cost related to the modification.
- (e) For minor repairs or maintenance, Lessor agrees to give two (2) days advance notice of any such activities to Lessee and to reasonably cooperate with Lessee to carry out such activities without interference to Lessee's transmission operations.

7. **Property Access.**

The Lessor's Security Plan is attached to this Lease as Exhibit C. Said Security Plan will control access to the Property and the Leased Premises by all outside persons, including Lessee's employees, agents and assigns, and is subject to modification by the Lessor when determined to be in the public interest. The modified Security Plan shall automatically be substituted as Exhibit C to this Lease upon delivery of a copy to Lessee, which shall be made prior to implementation where possible. Lessee agrees it shall conduct its operations on the Property and the Leased Premises in accordance with all requirements and conditions of said Security Plan. Subject to the requirements and conditions of said Security Plan, Lessee and Lessor agree to the following:

- (a) Lessee shall have access to the Leased Premises and Property twenty-four (24) hours a day, seven (7) days a week by means of existing access for any purpose relating to this Lease.

- (b) Lessee may, at its own cost and expense, enter upon the Property to study and determine the Property's suitability for any other use of Lessee, which studies may include surveys, radio wave propagation measurements, or field strength tests.
- (c) Lessor retains the right to examine and inspect the Leased Premises for safety reasons and to ensure that Lessee's covenants are being met, provided that Lessor may only have access to the equipment enclosure with the prior consent of Lessee, which Lessee shall not unreasonably delay, and with Lessee's representative present. Lessor shall be liable for, and hold Lessee harmless from, any damage to the Leased Premises or to Lessee's Antenna Facilities caused by Lessor in exercising its right to examine and inspect the Leased Premises.

8. Utilities.

Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee will include separate utility meters in its Construction Plan and will pay for all utilities used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility.

9. Compliance and Statutes, Regulations, and Approvals.

Lessee's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study. Lessee's Antenna Facilities and any other facilities shall be erected, maintained, used, financed, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the FCC or any other governing bodies, and in accordance with any Leased Premises standards annexed hereto as Exhibit D, *Technical Minimum Site Standards*. Lessor will provide Lessee with a tower top drawing of all transmit antennas with a listing of the transmit effective radiated power, antenna radiation pattern, and frequency of each transmitter using each of those antennas for all existing radio stations using the tower top for transmit antennas.

10. Interference.

- (a) Lessee's use shall be non-exclusive and Lessor retains the right to lease space to other parties, provided that other parties' use of such space does not interfere with Lessee's Approved Use. The Lessee shall not use the Leased property in any manner which interferes with existing uses by other lessees and shall, prior to any improvements, provide evidence that such improvements and uses will not interfere with existing uses. Lessor will not grant a later lease to any other party or modify the use of an existing lessee for use of the Property, if such use would or is likely to interfere with Lessee's operations on the Leased Premises. Any future lease by Lessor of the Property to additional parties that permits the installation of communications equipment shall be conditioned upon not interfering with Lessee's use of the Leased Premises, and shall be terminated if interference occurs and is not corrected within a reasonable time. Lessor agrees that it will notify such future parties in any lease or agreement of such condition.
- (b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying or placing additional transmitter or receiver frequencies on the Leased Premises. Said notice

shall describe all equipment and frequencies proposed to be added or modified and shall include the results of any interference studies performed on Lessee's behalf. However, the Lessor, in its sole discretion, shall retain the right provided herein to submit the study results to the Radio Frequency Engineer for review at Lessee's sole expense, provided that Lessee shall be responsible only for documented services, on a reimbursement basis at Lessor's actual cost, not to exceed \$2,000 per review.

- (c) Lessee's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Lessor's Operations or repair and maintenance activities.
- (d) Lessor's use of the Property shall not interfere with the Lessee's Approved Use of the Leased Premises. If Lessor's use of the Property causes interference with Lessee's Approved Use, in the event of any such interference the Lessor shall take all actions necessary to immediately eliminate such interference in accordance with reasonable technical standards. Lessor shall be responsible for any loss, damage, or injury resulting from such interference, whether such loss, damage, or injury is suffered or incurred by the Lessee or by any other third party.
- (e) In its use of the Leased Premises, Lessee may not interfere with Lessor's Operations provided that the equipment used by Lessor is operating within the technical perimeters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall take all actions necessary to immediately eliminate such interference in accordance with reasonable technical standards. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease without further liability hereunder, upon sixty (60) days written notice to Lessor.
- (f) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission operations. In the event that Lessor receives a request from a party seeking to lease space on the Property, Lessor shall make an independent evaluation of any interference with Lessee's operations from the requested addition, and shall submit the proposal, complete with all technical specifications reasonably requested by Lessee, and Lessor's evaluation, to Lessee for review for noninterference. Lessee shall have thirty (30) days following receipt of said proposal and evaluation to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. Lessee shall not be responsible for the expenses incurred in any independent validation of such interference objections. If Lessor determines to permit the additional antenna or transmission facility on the Property and the addition subsequently interferes with Lessee's operations, Lessor shall immediately modify the addition to make it non-interfering or shall cause the interfering equipment to be immediately removed at no cost to Lessee.
- (g) If another tenant of the Property interferes with the Lessee's operation, and the other tenant fails to cease the interference within a five-day notice period, the Lessor shall immediately terminate the other tenant's use. All leases subsequent to the Lessee's Lease shall inform the tenant of the Lessor's right of termination of use.

11. Frequencies.

- (a) The Lessee shall obtain FCC approval of all frequencies to be used by the Lessee and shall provide the Lessor with a copy of the FCC approval prior to using the Leased Premises.
- (b) If the Lessee wishes to modify or place additional transmitter or receiver frequencies on the Leased Premises, the Lessee shall obtain FCC approval.

12. Termination.

Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:

- (a) by either party, upon a material default of any covenant or term hereof by the other party; which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
- (b) by Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
- (c) by Lessee if the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong;
- (d) by Lessor, if it determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
- (e) by Lessor if Lessee fails to pay rent provided for in *Section 3. Rent* within thirty (30) days of receipt of written notice from Lessor of a rent or other payment being overdue.
- (f) by Lessor if Lessee does not complete installation of its Antenna Facilities as shown on Exhibit "B" within one (1) year of the Commencement Date of this Lease.
- (g) Without limiting the foregoing or any other remedy, Lessee shall have the right to terminate this Lease upon sixty (60) days written notice in the event its reception or transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice.

13. Insurance.

- (a) Lessee shall obtain and maintain adequate insurance to protect the Lessee against any and all claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Lessee's use of the Leased Premises. Lessee may provide such coverage through a program of self-insurance.
- (b) Nothing in this Agreement shall constitute a waiver by the Lessee of any statutory or common law immunities, limits or exceptions on liability.

14. Indemnity.

Lessee agrees to indemnify, defend, save, and hold harmless the Lessor and/or its agents, officers or employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of, or by reason of, the Lease of the herein described Leased Premises by the Lessor to Lessee, or arising out of, or by reason of, the use or condition of the Leased Premises, or as a result of Lessee's operations or business activities taking place on the Leased Premises, provided the same is not due to the contributory negligence or willful misconduct of the Lessor, and/or its agents, contractors, officers, or employees thereof. It is fully understood and agreed that Lessee is aware of the conditions of the Leased Premises and leases the same "as is."

Lessor agrees to indemnify, defend, save, and hold harmless the Lessee, its agents, officers or employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of, or by reason of, the Lease of the herein described Leased Premises by the Lessee to Lessor, or arising out of, or by reason of, the use or condition of the Leased Premises, or as a result of Lessor's operations or business activities taking place on the Leased Premises, provided the same is not due to the contributory negligence or willful misconduct of the Lessee, its agents, contractors, officers, or employees.

15. Damage or Destruction.

If the Property or any portion thereof is destroyed or damaged so as to interfere with its use by the Lessee, Lessee may elect to terminate this Lease upon five (5) days' written notice to Lessor or may elect to repair the damage at its own expense. If the Lessee elects to terminate, all rights and obligations of the parties shall cease as of the date of termination.

16. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given when personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor: City of White Bear Lake
 Attn: City Manager
 4701 Highway 61
 White Bear Lake, Minnesota 55110

If to Lessee: County Manager
 250 City Hall/Courthouse
 Saint Paul, Minnesota 55101

17. Representations and Warranties.

(a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; and (iii) Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.

(b) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation as defined in paragraph 17 (c) of this Lease. Lessor will be solely liable for and will defend, indemnify and hold Lessee, its agents and employees

harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Lessee. Lessee represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents.

- (c) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Lessor acknowledges Lessee's use of batteries as back-up power and deems them acceptable as long as such batteries are used in accordance with all applicable laws and good engineering practices.
- (d) The individuals signing and executing this agreement on behalf of both parties warrant that they have the requisite corporate power and authority to enter into and perform this agreement on behalf of their respective parties.

18. No Liability on Lessor.

Except due to Lessor's willful misconduct or gross negligence, Lessor shall not be liable for any damage to Lessee's Antenna Facilities, and Lessor shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's Antenna Facilities, nor shall Lessor be liable for any lost revenue, business or profits of Lessee.

19. Assignment.

- (a) Lessee may not assign or sublet this Lease without the prior written consent of Lessor, which consent shall not be withheld or delayed without reasonable cause. Any approved sublease that is entered into by Lessee shall be subject to all of the provisions of this Lease.
- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing space on the Property to any other person or entity, subject to the conditions set forth in *Section 10. Interference*.

20. Successors and Assigns.

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. Surrender of Leased Premises.

At the expiration of the Initial Term of this Lease, or any Renewal Term, or any earlier termination of this Lease, Lessee shall quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall remove its Antennas Facilities from the Property on or before date of expiration or termination, and shall repair any damage to the Property caused by such Antenna Facilities, all at Lessee's own cost and expense.

22. Marking and Lighting Requirements.

Lessor acknowledges that it shall be responsible, at Lessor's sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of Lessor's Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee's antennae. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for the elevated water storage facility Structure. Further, should the FAA cite Lessee, or in the event any claims are brought against Lessee because the Structure alone is not in compliance, as opposed to the Structure and antennae, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the time frame allowed by the citing agency, Lessee may either terminate this Lease immediately without any further liability hereunder upon written notice to Lessor or may bring the Structure into compliance and submit the bill to the Lessor for payment.

Lessee acknowledges that it shall be responsible at Lessee's sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee's antennae. In the event the FAA determines that Lessor's water tower needs to be marked, lighted, or in any way modified due to the existence of Lessee's antennae, Lessee shall have the option to mark and light the tank at its own expense, or to terminate this Lease, pursuant to Section 12. *Termination*, and remove all its equipment at its own cost without any further liability to either party hereunder upon thirty (30) days written notice to Lessor. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld without cause. Lessor shall approve or object to such plans within thirty (30) days of receipt, and failure to make any objection within said thirty (30) day period shall be deemed approval by Lessor.

23. Radio Frequency Radiation Compliance.

- (a) The Radio Frequency Engineer will perform a radiation survey of the Property following Lessee's initial Radio Frequency transmissions on the Leased Premises. Lessee shall pay the costs for such survey, provided that Lessee shall be responsible only for documented services, on a reimbursement basis at Lessor's actual cost, not to exceed \$600.
- (b) Lessee shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee to implement all reasonable measures in order for Lessee to fulfill its Radio Frequency exposure obligations. Lessor agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on

the Lease Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

24. Third Party Approvals, Inspections and Evaluations.

The Lessee shall be responsible for all costs associated with obtaining required reviews, approvals, inspections, studies surveys or evaluations, whether required by this Lease or by other governing authorities.

25. Miscellaneous.

- (a) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (b) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (c) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (d) Upon request by Lessee, Lessor agrees to execute a recordable Memorandum of this Lease.
- (e) Exhibits "A" through "D" listed below are hereby incorporated into this Lease by reference.

- Exhibit A *Legal Description and Site Plan*
- Exhibit B *Antenna Facilities*
- Exhibit C *Security Plan*
- Exhibit D *Technical Minimum Site Standards*

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first above written.

Lessor:

THE CITY OF WHITE BEAR LAKE

FIN 41-6005641

Approved:

By

Mark Sather, City Administrator

By

Paul L. Auger, Mayor

Approved as to form:

By

Assistant City Attorney

Lessee:

RAMSEY COUNTY

Approval recommended:

By

David Twa, County Manager

By

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Approved as to form and insurance:

By

Assistant County Attorney

By

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date:

11/2/05

Purchase Order or
Aspen Vendor Contract Number:

Funds are available
Account Number:

Kathryn L. Moon
Budgeting and Accounting

EXHIBIT A

Legal Description and Site Plan

Legal Description

Legal Description of property commonly referred to as 4636 Centerville Road, White Bear Lake, Minnesota 55110: N 30 Ft Of S 210 Ft Of W 330 Ft Of N $\frac{1}{2}$ Of Sw $\frac{1}{4}$ Of Se $\frac{1}{4}$ & N 240 Ft Of S 420 Ft Of Sd N $\frac{1}{2}$ Of Sw $\frac{1}{4}$ Of Se $\frac{1}{4}$ Lying E Of Sd W 330 Ft & Lying Wly Of Hwy 35-E(subj To Rd) In Sec 16 Tn 30 Rn 22

Structural Plan

Ramsey County is proposing to construct a base radio station on and within the White Bear Water tower. No external buildings or site modifications are required or proposed. The base radio station is part of a Countywide Integrated Interoperable Public Safety Radio System and a subsystem of the Regional Integrated Interoperable public Safety Radio System.

The proposed work at the White Bear water tank will include:

1. The construction of an upper level platform (second story) within the water tank base. Access will be provided via the existing stairway. The construction will occupy approximately 1/3 of the base footprint, located on the southern portion of the footprint and will be designed to accommodate a square foot loading that will support the County radio system equipment. The County will utilize approximately 350 sq. ft. of this platform. A small lift device will be included in the construction.
2. The construction of an internal shelter building with independent air-conditioning and emergency power. The internal shelter will be constructed to a standard similar to those structures currently located within the Water Tank Base. The structure will be approximately 270 sq. ft. and will either be fabricated on site or a prefabricated unit that can be hoisted in pieces through the access opening. The air conditioning units and the emergency power generator will be located on the second floor. The fuel source, diesel preferred, is recommended to be located on the ground floor inside the water tank base. The County will secure a separate XCEL power source. Other internal construction will include cable runs and supports for the cable to the top of the water tank. Cable runs will consist of Microwave wave-guides from each of the proposed microwave antenna and antenna coaxial cable from each of the five-radio antenna. Additional cable will be required if the White Bear or Maplewood PSAP chooses to connect to the system. The type of cable will be dependent upon the connection choice made by each of the cities.
3. The radio antenna configuration will consist of three 8.5 ft., one 10 ft., and one 22 ft. collinear antennas.
4. Microwave connection antenna will consist of:
 - a. One 6 ft. dish as part of the regional radio loop pointing north to Lino Lakes.
 - b. One 6 ft. dish as part of the regional radio loop pointing southwest to the MnDot Waters Edge Building.
 - c. One 3 ft. dish as part of the Ramsey Subsystem point southwest to the University of Minnesota St. Paul Campus.
 - d. Possible: One 3 ft. dish pointing to the Maplewood Dispatch Center.
 - e. Possible: One 3 ft. dish pointing to the White Bear Dispatch Center.

5. Standards for construction:
 - a. All structural construction will be certified by a registered structural engineer.
 - b. All internal construction will be certified by a registered architect and electrical engineer.
 - c. All radio construction will be in accordance with FCC regulations.
6. The County will restore the site to previous condition after construction is complete.
7. See attached diagram for details.

EXHIBIT B

Centerville Road Water Tower Antenna Facilities

Ramsey County Public Safety Radio System City of White Bear Lake Water Tank Location Technical Data Sheet

Ramsey County radio equipment has the following parameters:

800 MHz NPSPAC Band Public Safety Land Mobile Radio Equipment:

Base Station Tx Frequencies: 20 frequencies between 866 and 869 MHz

Base Station Rx Frequencies: 20 frequencies between 821 and 824 MHz

Modulation/Standard: QPSK

Maximum ERP: +47 dBm

Channel Bandwidth: 12.5 kHz

Antenna Information:

Quantity	Mfr	Model	For	Length	Weight
3	Celwave	PD1108	Transmit	8.27 feet	10 lbs
1	Celwave	PD1109	Receive	10.42 feet	17 lbs

All antennas will be mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 90

Out of Band Emissions: On any frequency outside a licensee's frequency block, the power (P) of any emission shall be attenuated below the transmitter power by at least $43 + 10\log(P)$ dB. The equipment will meet this requirement.

VHF Fire Paging Radio System

Base Station Tx Frequency: Two frequencies, one at 154.2200 MHz and the other between 154 and 159 MHz.

Modulation/Standard: NBFM

Maximum ERP: +42 dBm

Channel Bandwidth: 25 kHz

Antenna Information: One Celwave PD220-3A antenna, 22 feet long, 23 lbs weight, mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 90

Out of Band Emissions: On any frequency outside a licensee's frequency block, the power (P) of any emission shall be attenuated below the transmitter power by at least $43 + 10\log(P)$ dB. The equipment will meet this requirement.

Point-to-Point Microwave Link

Transmit and receive frequencies will be in the 10.7 to 11.7 GHz band.

Modulation/standard: 16 QAM

Maximum ERP: +55.23 dBm

Channel Bandwidth: 2.5 MHz

Antenna Information: One four foot diameter, RFS SD4-107AB microwave antenna with radom mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 94

Point-to-Point Microwave Link

Transmit and receive frequencies will be in the 6GHz band.

Modulation/standard: 16 QAM

Maximum ERP: +55.23 dBm

Channel Bandwidth: 2.5 MHz

Antenna Information: One four foot diameter, RFS SD4-107AB microwave antenna with radom mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 94

EXHIBIT C

SECURITY PLAN

Remote Facilities Access

The City of White Bear Lake (WBL)

Standard Operating Procedure (SOP)

Effective Date:

INTENT:

WBL is dedicated to providing its employees with the safest work environment possible and to taking every reasonable precaution to ensure the safety of potable water delivered to our communities. This SOP provides conditions for persons with need to access WBL facilities outside the ??? water treatment facilities (Remote Facilities). It establishes procedures for access as well as the issuance and display of proper identification by persons with unescorted access rights.

SECURITY OF FACILITIES:

Persons with routine access to remote facilities include WBL staff, agents of entities leasing space, agents of various cities, and various law enforcement personnel. Other entities also have occasional access needs under the supervision of WBL staff. With so many persons having legitimate access needs, it is imperative that specific procedures be established to ensure that the highest level of security possible. As a result, the following procedures are established:

1.0 FACILITY LOCKS

1.01 All Remote Facilities will be secured with high-security locks utilizing high-security keys (Keys).

- a) Locks will be furnished and installed by WBL.
- b) No other locks are permitted, and all such other locks will be removed and disposed of.

1.02 Issuance of Keys

- a) WBL staff who require access, as determined by the appropriate WBL division manager, will be issued Keys. Such Keys will be reduced to the lowest possible number.

- 1. WBL staff are responsible for the safe keeping of Keys issued to them.
- 2. Repeated lost keys will be considered negligence and may result in corrective action and/or discipline by WBL management.

- b) Other agents who require access, as determined by the appropriate WBL division manager (Authorized Agents), will be issued site-specific Keys.
1. Authorized Agents may include, but are not necessarily limited to, those of local, state and federal governmental units and law enforcement agencies (Public Agencies), and those of leaseholders, utility or maintenance companies (Private Agencies).
 2. The number of site specific Keys issued will be limited to the lowest number needed by each Authorized Agent, as determined by WBL.
 3. Prior to issuance of Keys, Private Agencies will be required to place a deposit with WBL in the amount of \$200 for each Key issued.
 4. Public Agencies will be issued Keys at no cost.
 5. Private Agencies losing keys will forfeit their deposit and must make a new deposit prior to issuance of replacement Keys.
 6. Prior to issuance of replacement Keys, both Public and Private Agencies must pay a key replacement charge, which shall be either the actual cost of replacement or \$75 per Key, whichever is greater.
 7. Any Private Agency which has lost more than 5% of the keys issued to them will be required to pay all costs necessary to re-key the affected facilities, plus all costs to reissue Keys to all Private and Public Agencies Key holders of record.
- c) Key audits will be conducted at least once each calendar year.
1. Each WBL staff member, and each Authorized Agent, to whom WBL Keys were issued will be required to sign a Key Audit Statement acknowledging their continued possession of the Key.
 2. Both Public and Private Agencies are responsible for the return of all Keys issued to their agents who leave their employ or are no longer required by the Authorized Agency to access WBL facilities.
 3. Lost keys must be reported immediately to WBL by contacting ?? at ???.
 4. Repeated losses will result in larger deposit requirements, as may be determined necessary by WBL staff.

2.0 IDENTIFICATION PROCEDURES

2.01 All WBL staff and personnel are issued a WBL photo identification card (ID Card) at the ??? facility.

2.02 All Authorized Agents of Private Agencies must complete employee background

checks equal to those established and required by WBL for its own staff and personnel.

2.03 WBL will issue, at the ??? facility, photo identification cards to the Authorized Agents of Private Agencies by appointment. Please call ??? to schedule an appointment.

a) Persons presenting themselves for ID Cards must have the following:

1. Government issued photo identification (drivers license, passport, etc.).
2. Completed WBL form certifying the completion of a background check. (Master forms and background criteria will be provided to each Private Agency applicant for this purpose. No other forms will be accepted.).
3. A check or money order paid to the order of The City of White Bear Lake in the amount of \$150 as a refundable deposit for the ID Card. Deposits will be refunded upon return of the ID Card to the designated WBL personnel. Increased deposit amounts may be required for applicants from Private Agencies who have high loss ratios as determined by WBL.

b) All persons issued ID Cards are responsible for their safekeeping and control. They are issued for the sole use and convenience of the person listed on the face of the ID, and they may not be used for other than the official performance of duties.

2.04 Private Agencies are ultimately responsible for the return of all ID Cards issued to their agents who leave their employ and no longer have the need to access WBL facilities.

a) ID Card audits will be conducted at least once each calendar year.

1. The loss or theft of an identification card must be reported immediately to ??? at ???. After hours lost or stolen ID cards must also be immediately reported to ??? at ???.
2. Replacement cost for a lost ID Card will be established by WBL and posted at the office where they are issued.
3. Deposits for ID Cards not returned by persons no longer employed by a Private Agency will be forfeited.

3.0 SITE ACCESS REQUIREMENTS

3.01 Request to access site required prior to entry.

a) During normal business hours

(7:30 am to 4:00 pm, Mondays through Fridays, except legal holidays).

1. Contact ???
2. All callers must provide name, the number of people seeking entrance and the expected duration of their presence at the facility.
3. ??? will grant or deny access permission based on such information and communicate outcome to the Pumping Engineer II on duty in ?? .
4. In the event that ??? is not able to be contacted within four (4) hours of the initial attempt, follow the procedures in d) below.

b) After normal business hours.

1. Contact ??.
 - a. ??? will make arrangements with ??? to deliver a Key to the Authorized Agent(s) at the site.
 - b. Distribution personnel will be responsible to verify the identity of the Agent(s) and to monitor Agent(s') activity at the site.
2. Under certain conditions, ??? personnel may not be available, in which case ??? will use their best judgment to determine if there is another way to grant access to the Agent, or to deny or delay access.

c) Routine and regularly scheduled

1. Whenever possible, Authorized Agencies that require repeated, routine access should schedule such access during normal business hours.
2. Public and Private Agencies requiring regular access to sites must contact ??? no less than 24 hours in advance to make arrangements for access and escort.

d) Emergency

1. Emergency access during normal business hours:
???. If no answer, ???.
2. Emergency access after normal business hours:
?????. If no answer, ???.

3. Repeated emergency needs may result in charges for WBL staff time.

- e) Whenever contacted by agents, ?? and ??? to leave a message for ???? about the details of calls and actions taken.

3.02 While at site.

- a) While working at the facility, people with an ID Card must display it on the front of their outermost garment above the waist at all times while on WBL property.
- b) Persons who do not have an ID Card must be under escort of WBL or other properly identified person(s).
- c) Authorized Agents are required to perform their necessary work on the site in a manner that does not compromise site security. This includes, but is not limited to, securing all doors and gates before leaving the site.

3.03 Leaving site.

- a) During normal business hours, Authorized Agents must notify ??? when leaving the site.
- b) After normal business hours, Authorized Agents must notify ??? when leaving the site.

4.0 WBL CONTACTS

4.01 Normal and emergency access during normal business hours:
???. If no answer, ???.

4.02 Normal and emergency access after normal business hours:
???

4.02 Emergency access after normal business hours:
???. If no answer, ????

- End -

EXHIBIT D

TECHNICAL MINIMUM SITE STANDARDS

The City of White Bear Lake Water Tower Antenna Site

1. The County of Ramsey 800 MHz trunked radio transmitter/receiver base radio stations and 150 MHz transmitters will be mounted in open racks in a shelter building at the Centerville Road water tank location in White Bear Lake.

Approval for mounting the Ramsey County base radio stations in open racks is based on the following considerations:

- a. No desk-top base stations will be used at this location.
- b. The base stations are housed in an RF tight, metal enclosure that is certified by the FCC to meet the Maximum Permissible Exposure (MPE) requirements, and the enclosures are certified to meet FCC Rules, Part 15, on radiated emission levels.
- c. The transmitter/receiver base radio stations are each enclosed in a cabinet designed for installation of six stations, one above the other, in an open rack with 10-1/2 inches of vertical height per station. Each of the 800 MHz trunked base radio stations radiates approximately 325 Watts of heat when transmitting and they have a high transmit duty cycle because they are used in a trunked radio system. The enclosures have heat sinks across the back to move heat away from the stations to air. Heat will not be able to escape if these stations must be installed in an enclosed cabinet instead of an open rack.

2. At least 60 db of isolation for 450 MHZ, 800 MHZ and 900 MHZ transmitters and 30 db of isolation for 150 MHZ and 40 MHZ transmitters will be provided. A harmonic filter will be provided on the transmitters between the antenna and any ferrite device used. Additional filtering and isolation may be required and will be considered on a case-by-case basis.

3. Maximum transmitter power allowed into the antenna feed line shall be 110 watts per transmitter. Higher power levels will be considered on a case-by-case basis. Additional protective devices may be required.

4. Only jacketed copper Helix cable shall be permitted for transmission lines at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or ½ inch Superflex. RG/8 or any other single shielded cable will not be allowed.

5. Proposed transmitters that will cause second order, third order or fifth order intermodulation products on existing receiver frequencies will not be permitted on the site. A receiver with the same frequency as an existing second order, third order or fifth order intermodulation product at the site will not be permitted on the site.

6. All transmitters shall be equipped with band-pass cavities that will provide at least the following attenuation of side band noise, if needed:

40 MHZ band:	50 db at 1 MHZ
150 MHZ band:	50 db at 1.5 MHZ
450 MHZ band:	50 db at 2.5 MHZ
800/900 MHZ band:	50 db at 10 MHZ
Microwave:	50 db at 20 MHZ

7. Each cabinet will be identified by the owner's name, address, FCC station license number and the name and telephone number of the responsible service agency.

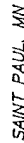
8. Prior to approving any application for antenna space at the site, an engineering study will be prepared by Lessor's communications engineer consisting of at least the following items:

- a. Intermodulation interference (IM) calculations of all transmitters and receivers known to exist in the area at time of application. (Study will include 2nd, 3rd and 5th order IM terms, and A + B - C, three-product terms.)
- b. Transmitter noise and receiver desensing calculations of all equipment at the site.
- c. Analysis of best equipment and antenna locations at the site.
- d. Analysis of AC power requirements.
- e. Report to prospective site user regarding application.

9. Plan and specifications to secure equipment to the tower must be submitted to and approved by the City of White Bear Lake prior to installation.

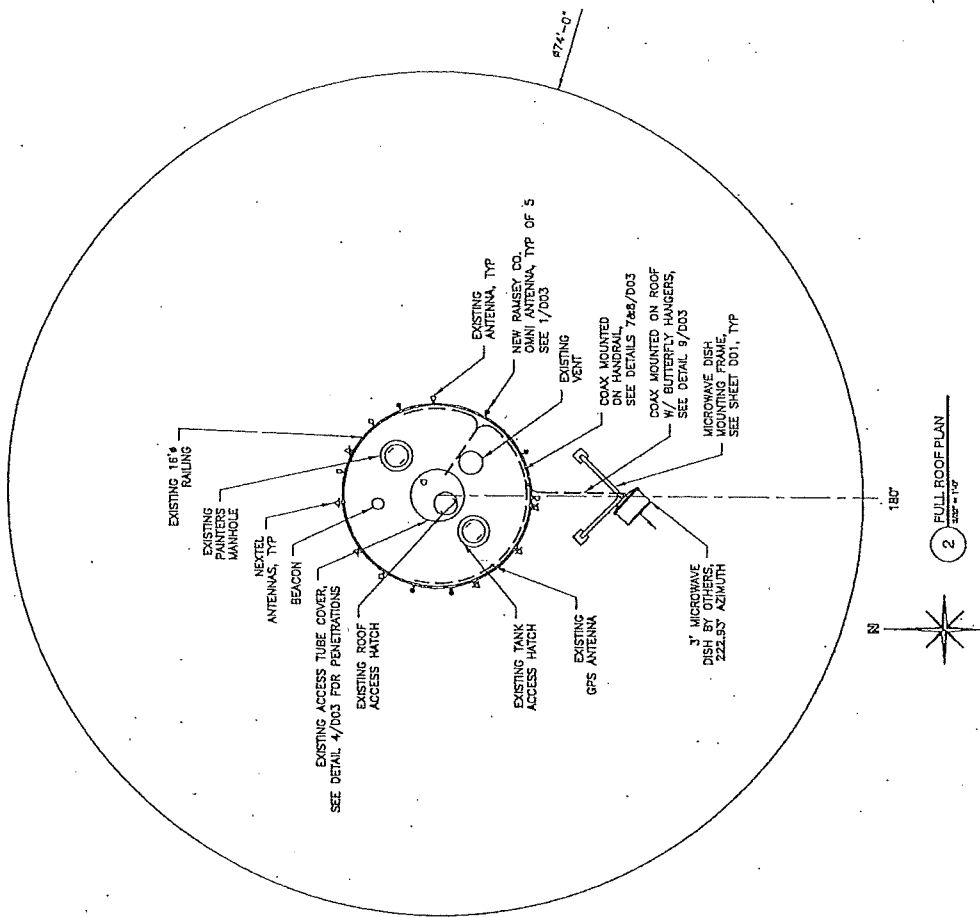
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VICINITY MAP



SHEET	REV	TITLE
T01	1	TITLE SHEET
A01	1	TANK ELEVATION
A02	1	FLOOR PLAN
A03	1	2ND LEVEL PLAN
A04	1	UPPER PLANT
D01	1	MICROWAVE MOUNT
D02	1	MICROWAVE MOUNT
D03	1	CABLE & ANTENNA
D04	1	ACCESS TUBING
D05	1	COAX LADDERS
S01	1	2ND LEVEL PLAN
S02	1	2ND LEVEL PLAN
S03	1	DETAILS
S04	1	STAIRWAY PLAN
S05	1	FOOTING PLAN
S06	1	HOIST MOUNTING
S07	1	ROOFTOP ELEVATION


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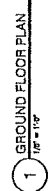
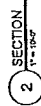
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND
I AM A FULLY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
UNIVERSITY.

SIGNED James C. Clark
NAME James C. Clark
DATE 02/20/04 REG. NO. 21222

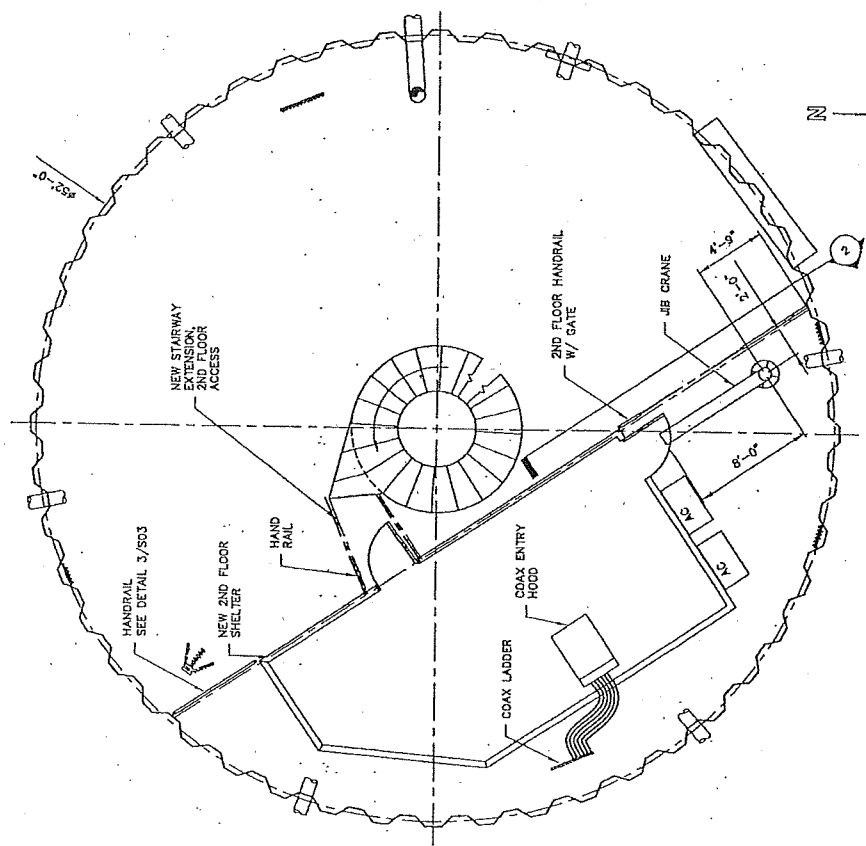
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-01-2010 BY 60322 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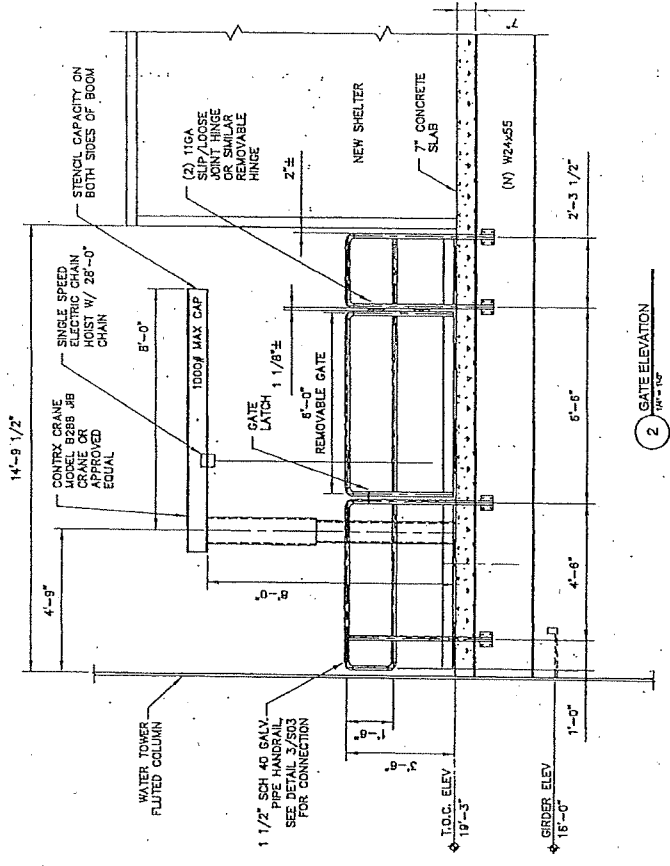
DRAWING TITLE	DRAWING NUMBER	REV
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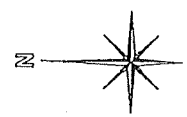
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR PROJECT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.										DATE: 04/22/03		NAME: ARNOLD A. GLENN		DATE: 04/22/03		NO. 54522	
1	REV	AS	04/22/03	ISSUED FOR CONSTRUCTION	NO. 1	REV	AS	04/22/03	ISSUED FOR CONSTRUCTION	NO. 1	REV	AS	04/22/03				
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1 2ND LEVEL PLAN (EL. 19'-3" ±)
1/8" = 1'-0"

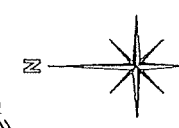
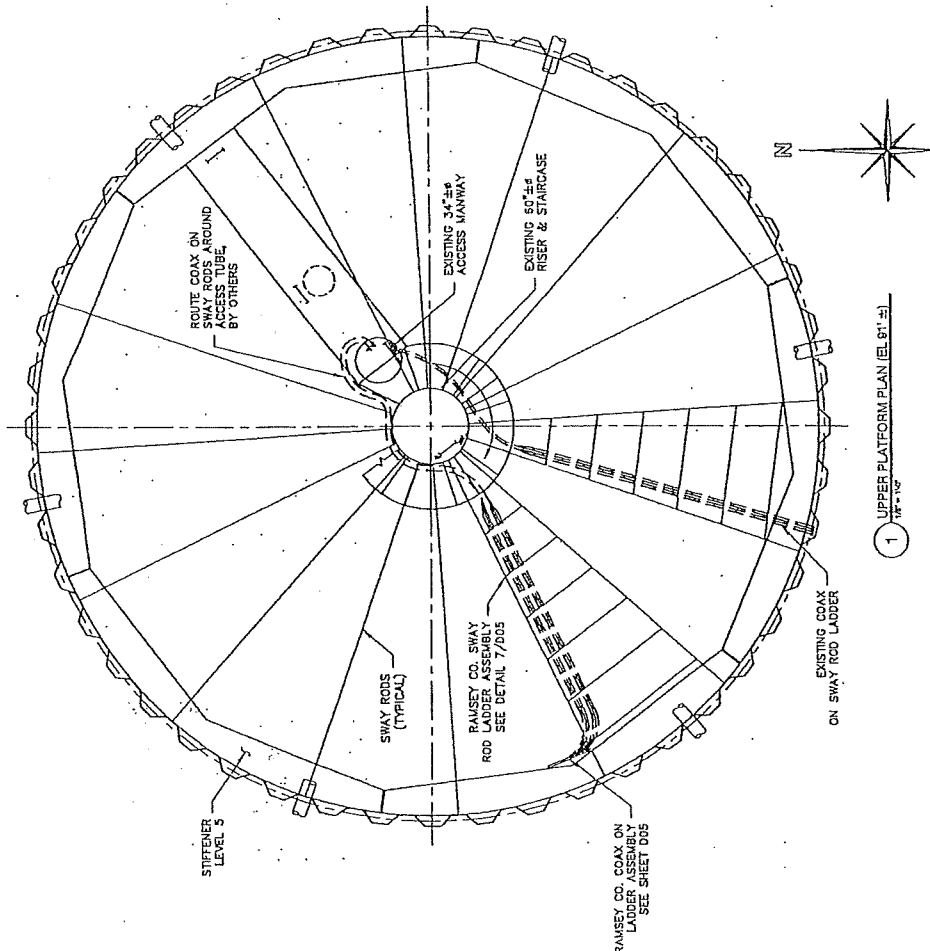


2 GATE ELEVATION
1/8" = 1'-0"



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, AND/OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		DRAWING TITLE 2ND LEVEL PLAN & HOIST ELEV WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA	
SIGNED MAUREEN A. GARY	DATE 04/03/03	SCALE 1/8" = 1'-0"	DRAWING NUMBER M4163-003-A03
DATE REVISION 04/03/03	REVISION NO. 1	REVISION DESCRIPTION 1. REVISED FOR CONSTRUCTION	REV 1

DWG: RAMSEY COUNTY\204501-4163\003 WHITE BEAR LAKE WTM4163-003-A03



1 UPPER PLATFORM PLAN (EL 91' ±)
1/8" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SEAL: [Signature] DATE: 02/20/04 REG. NO. 4522

NO.	DATE	BY	APP'D	DATE	DESCRIPTION
1	09/29/04	JAC			ISSUED FOR CONSTRUCTION
2	07/29/05	JAC			ISSUED FOR BID
REV	BY	DATE	DESCRIPTION		

DESIGN	11/18/04
CHECK	11/18/04
APP'D	
SCALE	AS SHOWN
PROJECT NO.	201001-111103
DATE PREPARED	11/18/04
DATE CHECKED	11/18/04
DATE APPROVED	11/18/04
DATE OF RECORD	11/18/04
DATE OF RECORD	11/18/04

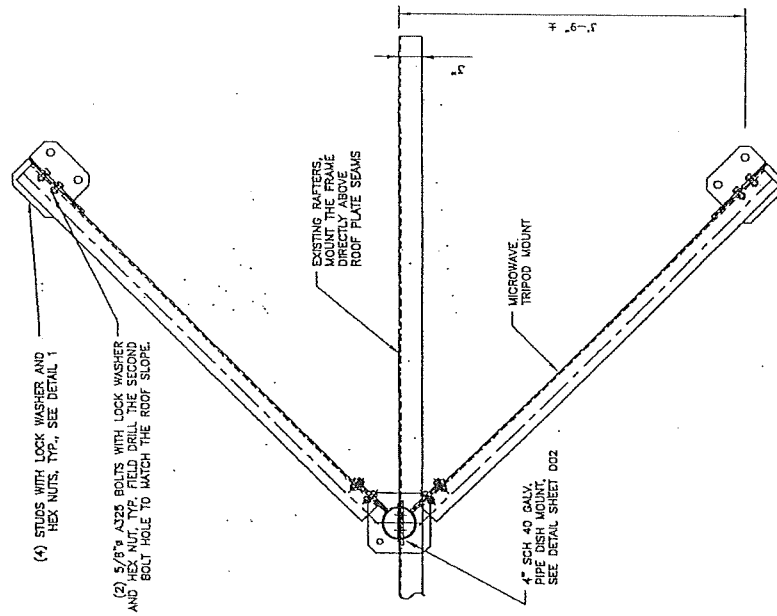
ACE ENGINEERING
 10000 Highway 100, Suite 100
 Minneapolis, MN 55425
 Tel: 612-441-1111
 Fax: 612-441-1112
 Email: info@ace-engineering.com
 Website: www.ace-engineering.com

DRAWING TITLE
 UPPER PLATFORM
 WHITE BEAR LAKE WATER TOWER
 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

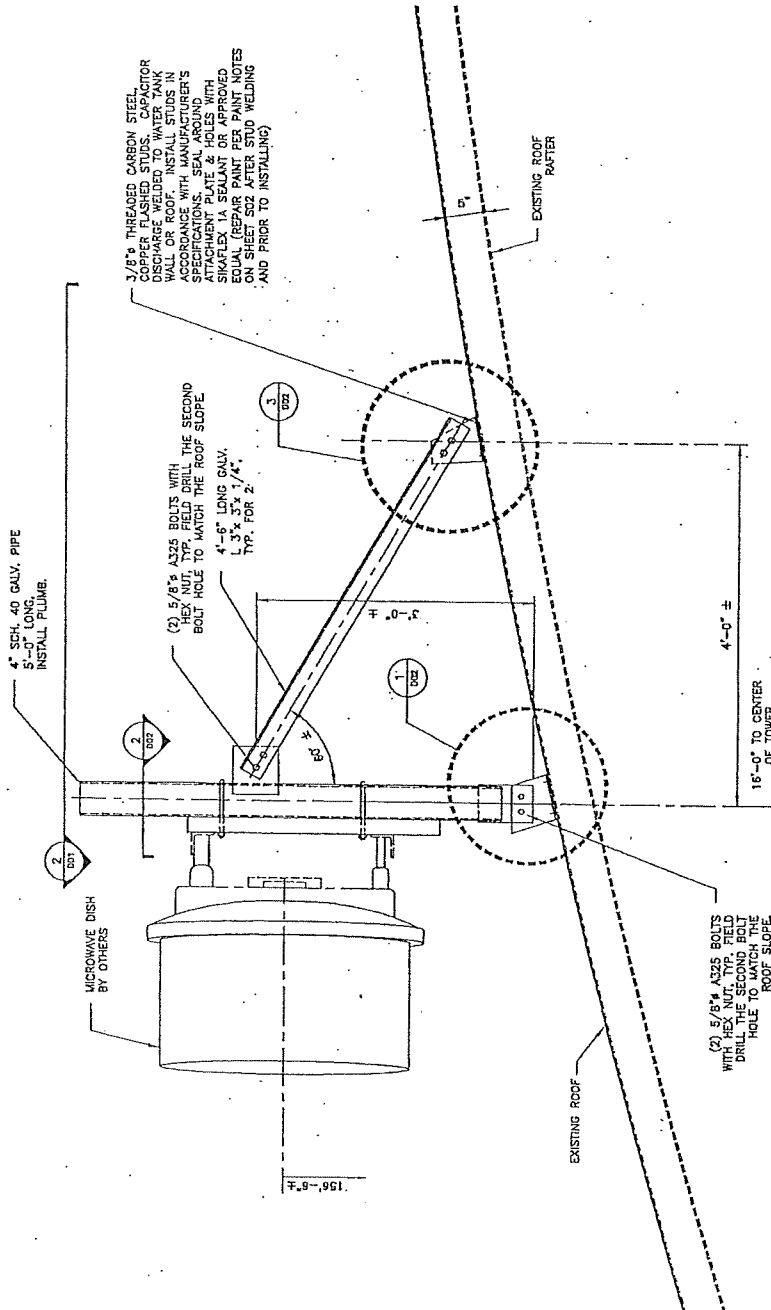
DRAWING NUMBER
 M4153-003-A04

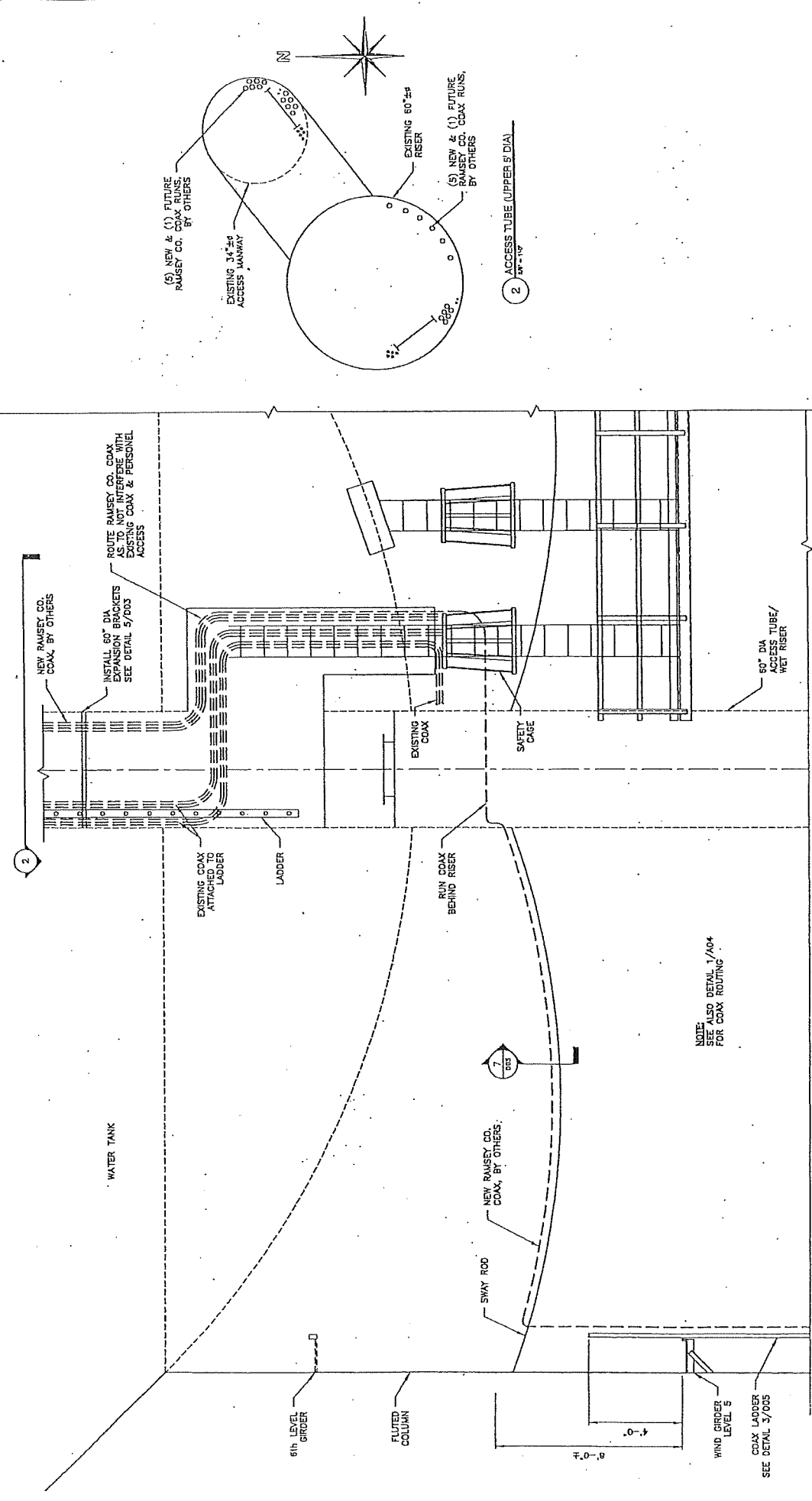
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DWG: RAMSEY COUNTY 20-4501-4153-003 WHITE BEAR LAKE WTW4153-003-A04



2 MICROWAVE MOUNTING FRAME PLAN VIEW

[illegible]



1 UPPER PLATFORM COAX ROUTING
UP-107

2 ACCESS TUBE (UPPER 5' DIA)
UP-107

1 UPPER PLATFORM COAX ROUTING
UP-107

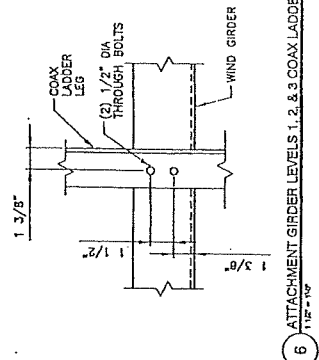
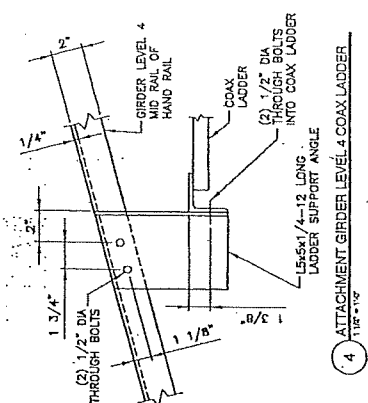
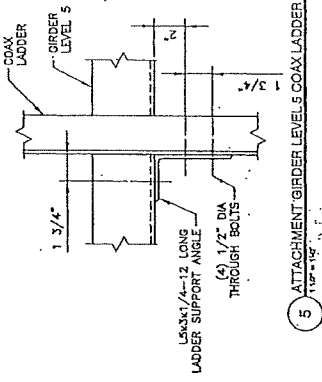
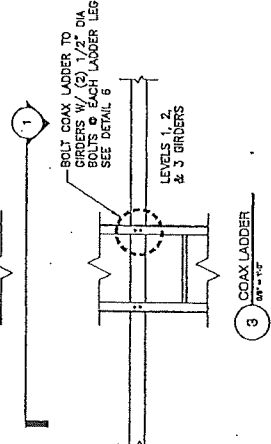
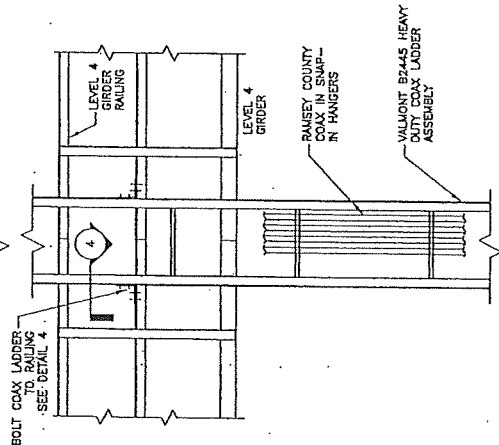
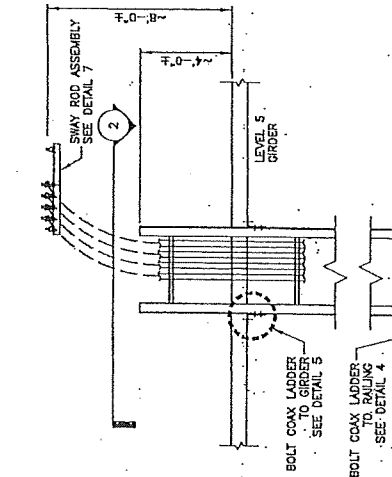
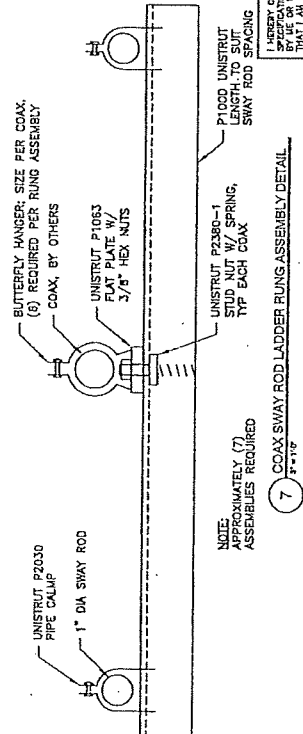
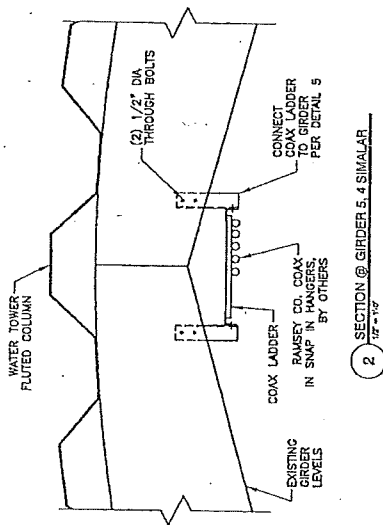
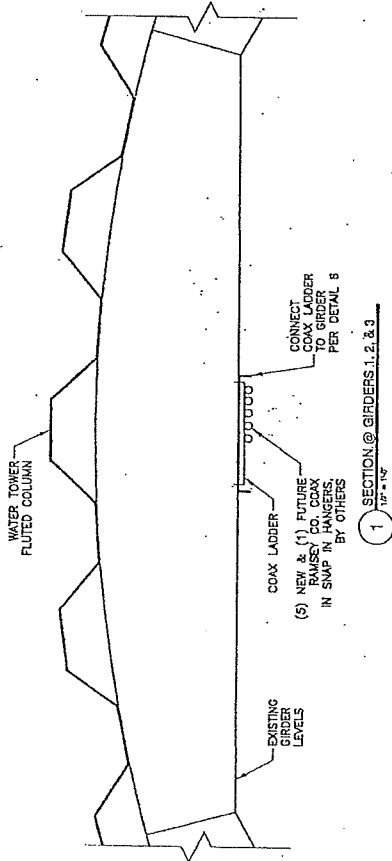
2 ACCESS TUBE (UPPER 5' DIA)
UP-107

1 UPPER PLATFORM COAX ROUTING
UP-107

2 ACCESS TUBE (UPPER 5' DIA)
UP-107

1 UPPER PLATFORM COAX ROUTING
UP-107

2 ACCESS TUBE (UPPER 5' DIA)
UP-107



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED: *[Signature]*
NAME: JAMES A. LARSEN
DATE: 11/20/03
FID. NO. 5132

REVISIONS

NO.	DATE	DESCRIPTION
1	11/20/03	ISSUED FOR CONSTRUCTION
2	11/20/03	ISSUED FOR TWO
3	11/20/03	ISSUED FOR TWO
4	11/20/03	ISSUED FOR TWO
5	11/20/03	ISSUED FOR TWO
6	11/20/03	ISSUED FOR TWO
7	11/20/03	ISSUED FOR TWO
8	11/20/03	ISSUED FOR TWO
9	11/20/03	ISSUED FOR TWO
10	11/20/03	ISSUED FOR TWO

COAX LADDER DETAILS
WHITE BEAR LAKE WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY - MINNESOTA

DRAWING NUMBER
M4163-003-D05

DATE
11/20/03

BY
JAMES A. LARSEN

CHECKED
JAMES A. LARSEN

DATE
11/20/03

FID. NO.
5132

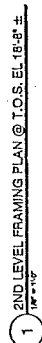
MINNESOTA REGISTERED PROFESSIONAL ENGINEER

STATE OF MINNESOTA

11/20/03

1

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[illegible]

24 GA. 1672 PANEL
ROOFING BY METAL
ROOFING CONTRACTOR
APPROVED EQUAL

4" INSULATION

12

3 5/8" 18 GA.
METAL STUDS @ 12"
SPACING

442 1/2" 16 GA. METAL
SUPPORT FRAMING @ 19" O.C.
4" RIGID INSULATION
SEE ARCHITECTURAL DRAWINGS

VARIES

WVF444-W54W5

(N) W2426

VULCRAFT 2018 CONFORM
METAL DECK OR APPROVED EQUAL

VARIES

W24x55

1

SECTION
1/2" = 1'-0"

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GENERAL NOTES:
1. ALL CONSTRUCTION SHALL COMPLY WITH PROJECT SPECIFICATIONS AND DRAWINGS. THE GENERAL NOTES ARE INTENDED TO AUGMENT THE SPECIFICATIONS AND DRAWINGS. SHOULD CONFLICTS EXIST BETWEEN THE SPECIFICATIONS, GENERAL NOTES AND DRAWINGS, THE STRICTEST PROVISIONS SHALL GOVERN.
2. ALL CONSTRUCTION SHALL COMPLY FULLY WITH THE APPLICABLE PROVISIONS OF OSHA AND ALL CODES, ORDINANCES, AND REGULATIONS GOVERNING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE ADHERED TO AS IF THEY WERE CALLED FOR OR SHOWN ON THE DRAWINGS.
3. THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS.
4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND THE ENGINEER NOTIFIED OF ANY DISCREPANCIES FOUND.
5. NO EXISTING SERVICE SHALL BE INTERRUPTED AT ANY TIME WITHOUT APPROVAL BY THE OWNER.
6. NOTIFY AND COORDINATE WITH THE PROPERTY OWNER THE START DATE AND LOCATION OF THE STAGING AREA WELL IN ADVANCE OF THE CONSTRUCTION START DATE.
7. CONFINED CONSTRUCTION WITHIN CONTRACT LIMITS AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL PROTECT THE EXISTING FACILITIES AND BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION.
9. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
10. LOCATIONS OF EQUIPMENT SHOWN ON DRAWINGS SHALL NOT BE VARIED WITHOUT APPROVAL FROM THE ENGINEER.
11. CONTACT Gopher State One Call @ (651) 454-0002 48 HOURS PRIOR TO PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.

SHIELDER GROUND NOTES:
1) CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, TRANSPORTATION, AND INCIDENTALS NECESSARY FOR GROUNDING THE SHIELDER ENCLOSURE.
2) CONTRACTOR SHALL CONNECT SHIELDER GROUND RING TO EXISTING WATER TOWER GROUND WIRE.
3) CONTRACTOR SHALL PROVIDE LEADS AND CONNECT SHIELDER AND COMPONENTS TO GROUND RING, SEE SPECIFICATION.
4) ALL GROUNDING SHALL BE IN CONFORMANCE WITH MOTOROLA R58 REQUIREMENTS.

PAINT NOTES:
1. ALL EXPOSED ANTENNAS, EXTERIOR OF GALVANIZED PIPE, BRACKETS, CABLE AND CONNECTIONS TO BE PAINTED TO MATCH TOWER.
2. PROVIDE SHOP SURFACE PREPARATION TO SSPC-SP6, COMMERCIAL BLAST CLEANING.
3. SHOP PRIME WITH SHERWIN WILLIAMS 865WH OTM ACRYLIC.
4. INTERMEDIATE COAT WITH SHERWIN WILLIAMS 866WH OTM ACRYLIC PRIMER/FINISH 3-5 MILS DFT.
5. FINISH COAT WITH KOPPERS ANTIQUE IVORY #378 3-4 MILS DFT.
6. FIELD:
1. CLEAN ALL DAMAGED & ABRASSED AREAS TO SSPC-SP6C3.
2. SPOT PRIME, INTERMEDIATE COAT, AND FINISH COAT PER NOTES 2, 3 & 4 ABOVE.

STRUCTURAL STEEL NOTES:
1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE LATEST EDITIONS OF IBC, THE MINNESOTA BUILDING CODE, AND THE AISC-ASD SPECIFICATIONS FOR DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
A. W. SHAPES: ASTM A992
B. PLATE AND OTHER STRUCTURAL SHAPES: ASTM A36
C. WELDED AND SEAMLESS STEEL PIPE: ASTM A53 OR B
D. HOT-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING: ASTM A500 OR E
E. ALL CONNECTIONS SHALL BE MADE WITH 3/4" DIA. A325-N BOLTS IN STANDARD OR SHORT SLOTTED HOLES UNLESS NOTED OTHERWISE.
3. STEEL JOISTS SHALL BE IN CONFORMANCE WITH STEEL JOIST INSTITUTE "STANDARD SPECIFICATIONS AND LOAD TABLES FOR STEEL JOISTS AND JOIST GIRDERS" 41ST EDITION.
4. STEEL DECK SHALL BE IN CONFORMANCE WITH STEEL DECK INSTITUTE PUBLICATION NO. 30 "DESIGN MANUAL FOR COMPOSITE DECKS, FORM DECKS, AND ROOF DECKS".
5. FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO FABRICATION.
6. SUBMIT FABRICATION DRAWINGS FOR ENGINEER REVIEW PRIOR TO FABRICATION.
7. REMOVE ALL TORCH AND SAW CUT MARKS FROM ALL STEEL.
8. PROVIDE STANDARD CONNECTIONS GIVEN IN PART 4 OF THE AISC-ASD MANUAL. PROVIDE CALCULATIONS FOR NON-STANDARD CONNECTIONS.
9. IN GENERAL IT IS THE INTENT OF THESE PLANS AND SPECIFICATIONS THAT ALL SHOP CONNECTIONS BE WELDED OR BOLTED AND FIELD CONNECTIONS BE BOLTED UNLESS NOTED OTHERWISE.
10. ALL WELDING SHALL BE IN CONFORMANCE WITH AWS D1.1 "STRUCTURAL WELDING CODE" AND AWS D1.3 "STRUCTURAL WELDING CODE SHEET STEEL".
11. NO PERMANENT FIELD CONNECTION SHALL BE MADE UNTIL THE STRUCTURE HAS BEEN PROPERLY ALIGNED AND BRACED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND STABILITY OF THE STRUCTURE DURING ERECTION.
12. FOR ALL HIGH STRENGTH BOLTS HARDENED WASHERS SHALL BE PROVIDED ON THE NUT SIDE OF THE BOLT FOR TORQUING AS REQUIRED.
13. ALL STEEL DESIGNATED TO BE PAINTED SHALL BE PAINTED IN ACCORDANCE WITH PAINT NOTES. ALL STRUCTURAL STEEL EXPOSED TO WEATHER SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123. ANY DAMAGE TO HOT DIP GALVANIZED COATINGS SHALL BE REPAIRED IN CONFORMANCE WITH ASTM 780 WITH BRUSH APPLIED ZINC RICH PAINT. SPRAY APPLIED PAINT IS PROHIBITED.
14. CAST-IN PLACE CONCRETE NOTES:
1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE MINNESOTA BUILDING CODE AND ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE" - LATEST EDITION.
2. CONCRETE WORK SHALL CONFORM TO ACI 308.1 "STANDARD SPECIFICATION FOR COLD WEATHER CONCRETE" - LATEST EDITION.
3. REINFORCED CONCRETE SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
A. MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, $f'_c = 4000\text{psi}$.
B. ALL REINFORCING SHALL CONFORM TO ASTM A615 OR 617.
C. REINFORCING BARS SHALL CONFORM TO ASTM A-615 OR 617.
D. WELDED WIRE REINFORCING FABRIC SHALL CONFORM TO ASTM A-185.
E. WATER-CEMENT RATIO SHALL NOT BE GREATER THAN 0.45.
F. MIX DESIGN DOCUMENTATION SHALL BE SUBMITTED FOR REVIEW.
G. READY-MIXED CONCRETE SHALL CONFORM TO ASTM C-94.
4. CONCRETE SHALL BE CONSOLIDATED BY MECHANICAL MEANS IN ACCORDANCE WITH ACI 308R, LATEST EDITION.
5. ALL CONCRETE SHALL BE CURED BY MEMBRANE CURING OR BY KEEPING CONCRETE CONTINUALLY MOIST FOR SEVEN (7) DAYS.

24 GA. 1672 PANEL ROOFING BY METAL ROOFING CONTRACTOR APPROVED EQUAL

4" INSULATION

12

3 5/8" 18 GA. METAL STUDS @ 12" SPACING

442 1/2" 16 GA. METAL SUPPORT FRAMING @ 19" O.C. 4" RIGID INSULATION SEE ARCHITECTURAL DRAWINGS

VARIES

WVF444-W54W5

(N) W2426

VULCRAFT 2018 CONFORM METAL DECK OR APPROVED EQUAL

VARIES

W24x55

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SECTION 1/2" = 1'-0"

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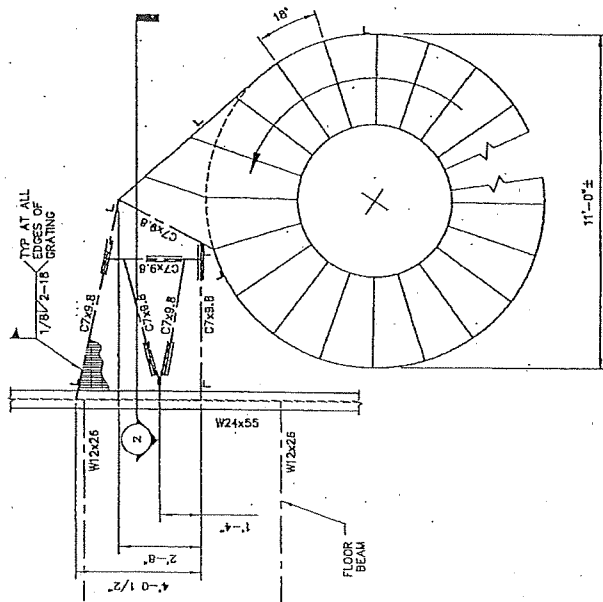
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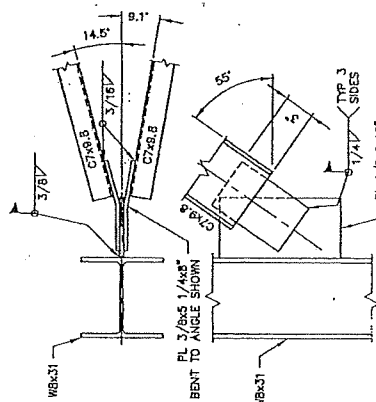
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 <p>ACC ENGINEERING 1000 PLEASANT HILL AVENUE, SUITE 200 FARMERS, VIRGINIA 22424 TEL: 703/426-1100 FAX: 703/426-1101 CIRCLE 10 ON READER SERVICE CARD</p>	<p>University, University Farmers, Virginia</p>		<p>DRAWING TITLE</p>
	<p>WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA</p>		<p>DRAWING NUMBER</p>
<p>ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p>		<p>REV</p>	<p>1</p>

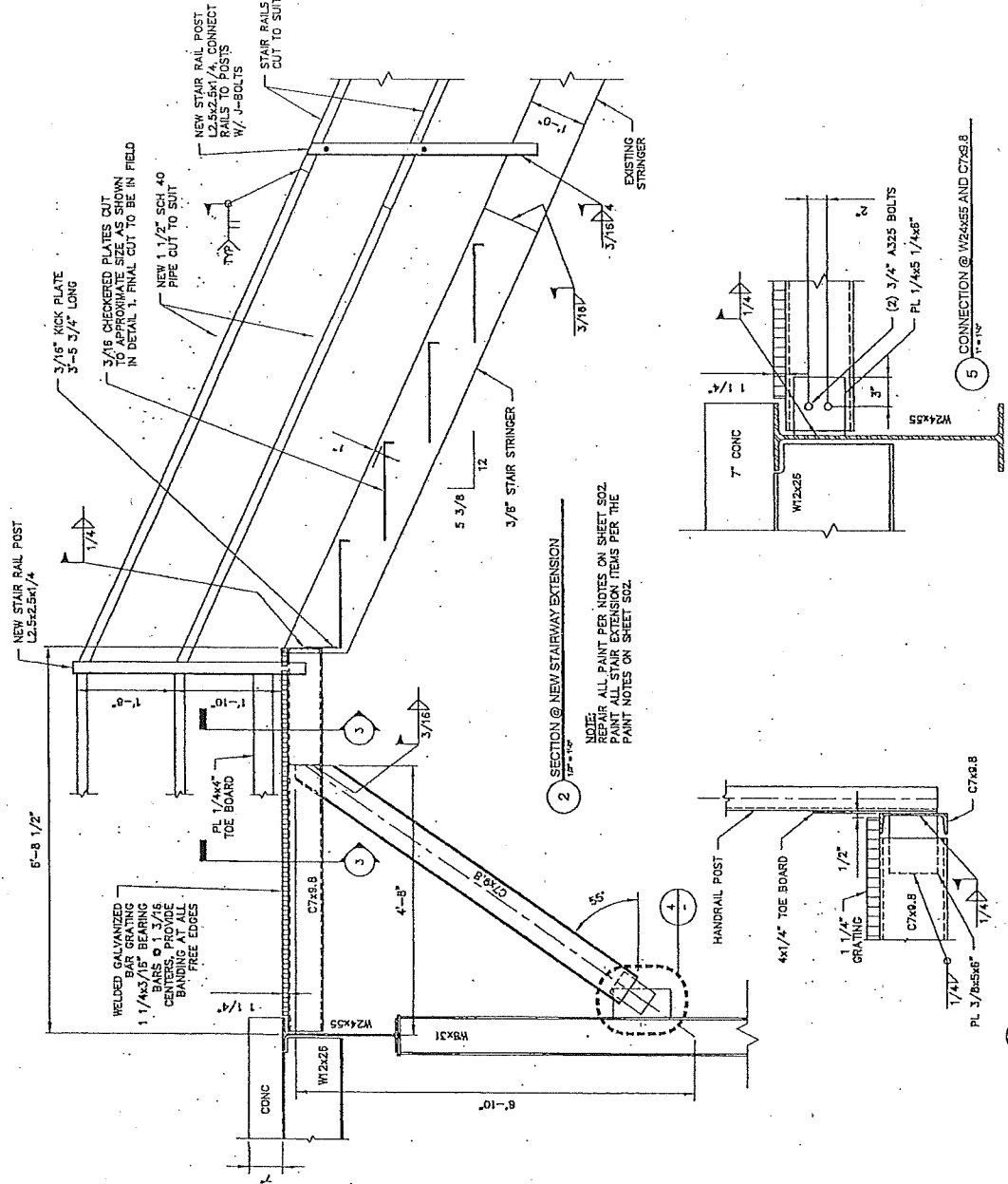
DWG\RAMSEY COUNTY\204501-4163\003 WHITE BEAR LAKE WT\4163-003-S03



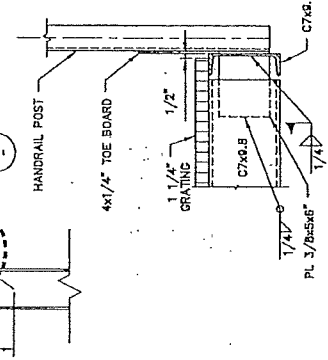
1 NEW STAIRWAY EXTENSION PLAN
1/4" = 1'-0"



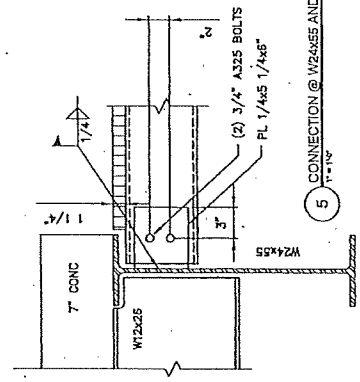
4 DETAIL OF BRACE CONN. TO W8 COL.
1/4" = 1'-0"



2 SECTION @ NEW STAIRWAY EXTENSION
1/2" = 1'-0"



3 DETAIL HAND RAIL ATTACHMENT @ CHANNEL SECTION
1/4" = 1'-0"



5 CONNECTION @ W24x55 AND C7x9.8
1/4" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

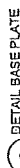
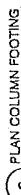
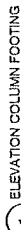
DESIGNED BY: *[Signature]*
CHECKED BY: *[Signature]*
DATE: 10/24/08, SHEET NO. 504

NO.	REV.	DATE	DESCRIPTION
1	SW	04/17/03	ISSUED FOR CONSTRUCTION
2	SW	04/17/03	ISSUED FOR BID
3	SW	04/17/03	ISSUED FOR BID
4	SW	04/17/03	ISSUED FOR BID
5	SW	04/17/03	ISSUED FOR BID

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

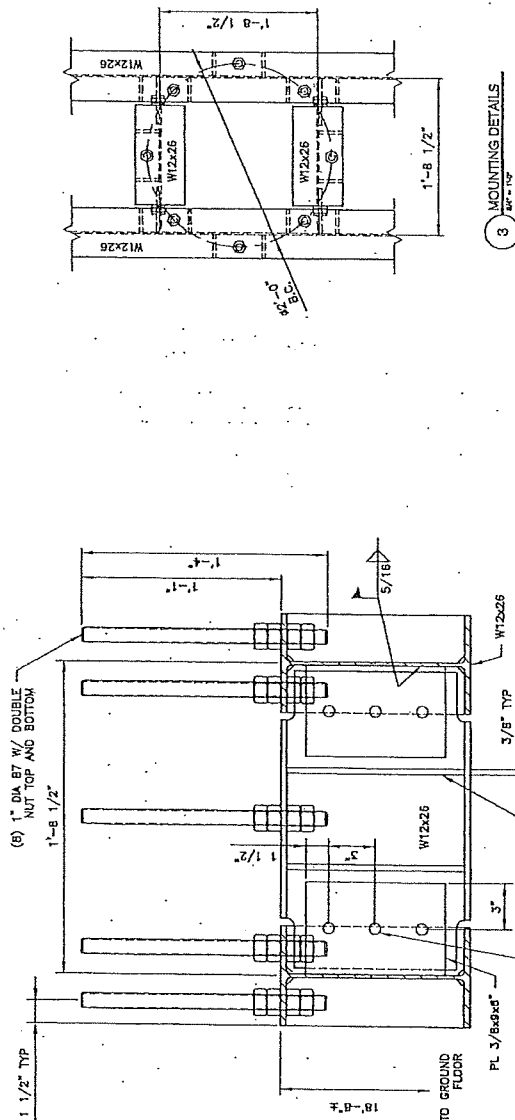
STAIRWAY PLAN & ELEV
WHITE BEAR LAKE WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY - MINNESOTA

DWG: RAMSEY COUNTY 204501-4163 003 WHITE BEAR LAKE WTM4163-003-504

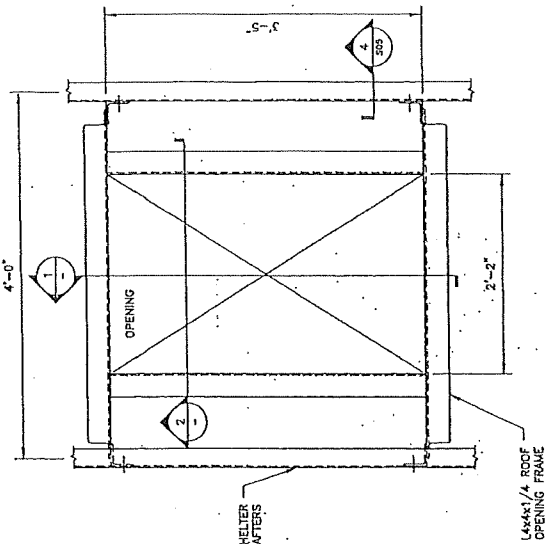


DRAWING TITLE	
FOOTING PLANS & DETAILS WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA	
DRAWING NUMBER	REV
M47163-003-S05	1

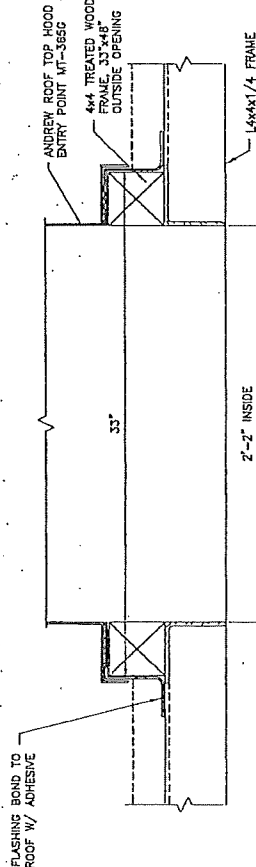
DWG\RAMSEY COUNTY\204501--4163\003 WHITE BEAR LAKE WT\M4183--003--S05



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DRAWN BY JAC	CHECKED BY JAC	DATE 08/20/03	REV 1
SCALE AS NOTED	PROJECT 204501-1163 003	SHEET NO. 003	SHEET TOTAL 003
PROJECT TITLE WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA		DRAWING NUMBER 1163-003-S06	

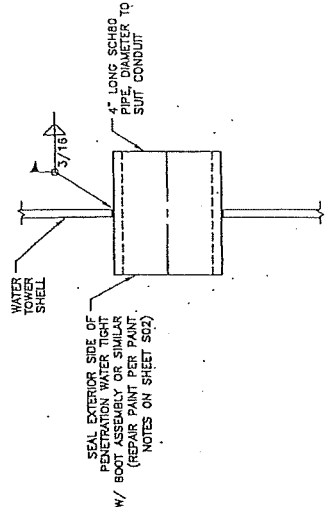


1 ROOFTOP HOOD DETAIL-SIDE VIEW
1/12" = 1'-0"

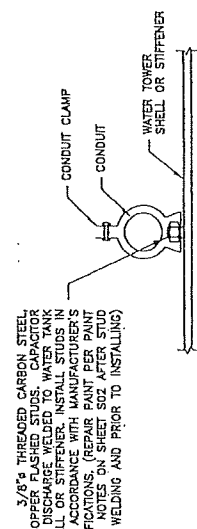


2 ROOFTOP HOOD DETAIL-END VIEW
1/12" = 1'-0"

3 COAX ROOF OPENING LAYOUT
3/4" = 1'-0"



2 WATER TOWER SHELTER PENETRATIONS
3/4" = 1'-0"



4 OPENING FRAME ATTACHMENT
3/4" = 1'-0"

1 CONDUIT MOUNTS
3/4" = 1'-0"

REV	BY	DATE	DESCRIPTION
1	AW	05/27/03	REVISED FOR CONSTRUCTION
2	AW	05/27/03	REVISED FOR BIL
3	AW	05/27/03	REVISED FOR BIL

I HEREBY CERTIFY THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED: JAMES J. JAMES
DATE: AUGUST 1, 2003
DATE: AUGUST 1, 2003

PROJECT TITLE
ROOFTOP ENTRY PORT DETAILS
WHITE BEAR LAKE WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY - MINNESOTA

DRAWING NUMBER
M4153-003-S07

REV
1

DWG: RAMSEY COUNTY 204-501-4153-003 WHITE BEAR LAKE WT-M4153-003-S07

