

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 5 / 17

Date of meeting 10 / 18 / 17

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Jared Yost, GIS Admin/ Urban Forester

Address: 1123 Lake Street

Phone number and email address: 208-265-1480, jyost@sandpointidaho.gov

Authorized by:

Alan Swells
name of City official

[Signature]
City official's Signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Renewal of Baldy transmitter site lease for USFS

Summary of what is being requested: USFS wishes to renew its lease for space on the Baldy transmitter site for a term of 3 years.

The following information **MUST** be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes No

If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: Yes No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**
 Yes No Yes No

5. Have all the affected departments been informed about this agenda item? **Yes or No**
 Yes No

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: 10/05/17

TO: MAYOR AND CITY COUNCIL

FROM: Jared Yost, Urban Forester

SUBJECT: Baldy Transmitter Site Lease renewal for USFS.

DESCRIPTION/BACKGROUND: USFS leases space at the Baldy transmitter site. Their current lease expired on 9/30. Lease has been reviewed by the City Attorney.

STAFF RECOMMENDATION: Provide authority to Mayor to sign and approve new lease.

ACTION:

WILL THERE BE ANY FINANCIAL IMPACT? No

HAS THIS ITEM BEEN BUDGETED?

ATTACHMENTS:

No: 17-
Date: October 18, 2017

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: **BALD MOUNTAIN TRANSMITTER SITE LEASE RENEWAL TO U.S. FOREST SERVICE**

WHEREAS: The City of Sandpoint owns real property on Bald Mountain and leases transmitter sites on this property to various individual and entities, including the United States Forest Service ("USFS");

WHEREAS: The City's current transmitter site lease to USFS is set to expire; and

WHEREAS: USFS has notified the City that it desires to renew its lease.

NOW, THEREFORE, BE IT RESOLVED THAT: It is in the best interest of the City to renew the USFS transmitter site lease.

BE IT FURTHER RESOLVED THAT: A lease has been written and approved by the City Attorney, setting out the terms and conditions of the lease, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The Mayor is hereby authorized to execute the lease on behalf of the City of Sandpoint.

Shelby Rognstad, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Eddy				
2. Aitken				
3. Williamson				
4. Camp				
5. Ruehle				
6. Snedden				

FOREST SERVICE TRANSMITTER SITE LEASE

This Lease is entered into this 1st day of October, 2017 between the CITY OF SANDPOINT, IDAHO, a municipal corporation, 1123 Lake Street, Sandpoint, Idaho 83864, hereinafter referred to as "CITY" and City will receive payment for , whose office is 200 E. Broadway, PO Box 7669, Missoula, Montana 59807 (hereinafter referred to as "LESSEE"). The Lease Number is 57-0343-6-ID08; the federal authority for this lease is 16 USC 571c.

1. Premises: The CITY leases to LESSEE the parcel of real property located in Bonner County, Idaho described in the attached Exhibit 1, which is incorporated herein by this reference.
2. Term: The term of this Lease shall be for three (3) years, commencing on the date set forth above.
3. Negotiation For Renewal:
 - A. The CITY agrees to enter into negotiations with LESSEE for an additional lease term not to exceed three (3) years on the following terms and conditions:
 - 1) That no default is existing or continuing in the performance of any of the terms, covenants, and conditions of this Lease.
 - 2) That the renewal term shall be upon terms, covenants, and conditions mutually agreed to by both parties including, but not limited to, an agreement as to what would be then a fair rental value for the upcoming renewal term. The rent to be paid by LESSEE to the CITY for the renewal term shall be in accordance with standard fees adopted by the City.
 - 3) In the event the parties are unable to reach terms the Lease shall terminate.
 - B. LESSEE shall request to negotiate a renewal term in the following manner:
 - 1) At least three (3) months but no more than six (6) months prior to the expiration of the initial term, LESSEE shall notify the CITY and request negotiation for the renewal term.

- 2) Upon giving of such notice of desire to negotiate, the parties may arrange for negotiations to be completed before the end of the then-existing term and to reach mutual agreements on all of the terms, covenants, and conditions of the Lease for the renewal term.
4. Payment: The total rent, \$1,900.05 per year, shall be due and payable annually, in arrears on the last day of each year of the Lease, in lawful money of the United States to the Treasurer of the CITY. In the event LESSEE fails to pay the full amount of the rent when due, a lien shall be placed on the equipment owned by the company. Tenant shall be responsible for all payments due from subtenants.
5. Use: LESSEE shall not use, nor permit the Premises or any part thereof to be used for any purpose other than LESSEE's use as a communications site, or as approved herein or as may be hereafter approved by the CITY, which approval shall not be unreasonably withheld.
6. Insurance: It is understood and agreed that the LESSEE is self-insured, and as such shall not be required to maintain separate liability insurance. The United States of America shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act, 62 Stat. 982 as amended and the Contract Disputes Act of 1978, as amended. Any sublessee shall maintain liability insurance of a type acceptable to the City, and placed with a company qualified to do business in the State of Idaho, with the City named as an additional insured. A certificate of such insurance shall be filed annually with the Clerk of the City and shall provide that such insurance shall not be cancelled without 30 days actual notice to the City.
7. Conditions: This Lease shall be conditional and contingent on the following:
 - A. LESSEE's operations (including subtenants) not interfering with the operation of Public Safety Communications or other transmission facilities.
 - B. LESSEE shall not commit, nor allow to be committed, any waste upon the Premises or any nuisance.

- C. LESSEE shall not make, nor allow to be made, any alteration of the Premises or any part thereof without the prior written consent of the CITY. Any additions to or alterations of the Premises except items which may be removed without damage to the Premises shall become a part of the realty and belong to the CITY provided that at the expiration of this Lease the CITY may require LESSEE, at LESSEE's expense, to remove any improvement it has made to the Premises. In order to avoid inclement weather LESSEE shall have a reasonable time to remove items.
- D. Maximum Wattage permitted for transmission from this site should be limited to the minimum power required for adequate radio coverage and must be authorized by either an FCC license or an NTIA authorization.
8. Abandonment: LESSEE shall not vacate or abandon the Premises at any time during the term. In the event LESSEE shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the Premises shall be deemed to be abandoned; provided that the CITY may at its election cause to be removed, at the expense of LESSEE, any improvement from the Premises.
9. Maintenance: LESSEE shall keep and maintain the Premises in good and sanitary order, condition, and repair at its own expense. LESSEE certifies that all parts of the structure, tower(s), etc. meets or exceeds engineering specifications concerning inclement weather conditions and manufactured weight limits. LESSEE further certifies that structure, tower(s), etc. have current inspection certificates or documents which affirm they are within design specifications. LESSEE has inspected the Premises and accepts them as being in good and sanitary order, condition, and repair. LESSEE agrees on the last day of the term or sooner termination of this Lease to surrender the Premises to the CITY in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God, or by the elements excepted.
10. Liens: LESSEE shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE.

11. Compliance: LESSEE shall, at its expense, comply with all of the requirements of any governmental authority, now enforced or which may hereafter be in force, pertaining to the Premises and shall faithfully observe in the use of the Premises all governmental regulations or laws, now in force or which may hereafter be in force. This obligation of LESSEE shall include, but not be limited to, LESSEE and each of its subtenants maintaining and posting at the site copies of all authorizations required by the Federal Communications Commission of the United States Government. Upon written request of the CITY, LESSEE will provide copies of authorizations required by the Federal Communications Commission and provide the same to the Sandpoint City Clerk.
12. Utilities and Taxes: LESSEE shall pay for all utility services supplied to the Premises including, but not limited to, electrical power.
13. Entry: LESSEE shall permit the CITY and its agents to enter upon the Premises at reasonable times for the purpose of inspecting the same or any other reasonable purpose.
14. Assignments: LESSEE shall not assign this Lease, any interest therein, any right or privilege appurtenant to the same, or suffer any other person, except for the agents and servants of LESSEE, to occupy or use the Premises or any portion thereof without the prior written consent of the CITY; provided that LESSEE may sublease the property as provided below. The consent to one assignment, occupation, or use by any other person shall not be deemed to be consent to any subsequent assignment, occupation, or use. Any such assignment, occupation, or use by another person without such consent shall be void and shall, at the option of the CITY, terminate this Lease. This Lease and any interest therein shall not be assignable as to the interest of LESSEE, by operation of law, without the prior written consent of the CITY. The CITY shall not unreasonably withhold its written consent to an assignment; provided that the assignment is for purposes not inconsistent with this Lease and that the character and financial responsibility of the proposed assignee are reasonably satisfactory to the CITY.
15. Subleases:
 - A. Subject to paragraph B below and with the written consent of the CITY (which will not be unreasonably withheld) LESSEE may sublet communication sites to

other persons or entities. Any sublease shall have conditions consistent with LESSEE's rights under this Lease. LESSEE and all subtenants must provide the information set forth in Exhibit 3.

- B. As a condition precedent to entering into each sublease, LESSEE shall negotiate with the CITY any reasonably necessary additional amendments to this agreement including, but not necessarily limited to, the need of the CITY to limit use of the Premises by any subtenant to the purposes of this Lease and to preclude interference with Public Safety Communications and other communications/transmitter sites.
- C. Sublessees will provide copies of any required permits, governmental leases, or other required authorizations for utilization of the Premises as a communications/transmitter site to the CITY as set forth in Exhibit 3.
- D. LESSEE, and the CITY, may negotiate a lower lease rate for bona fide non-profit public organizations. As a condition precedent to such sublease, LESSEE shall provide a copy of the sublease to the CITY for approval and provide to the CITY a copy of any required permits, governmental leases, or other required authorizations for utilization of the site. No sublease shall exceed the term of the Lease between the CITY and LESSEE for the Premises.

16. Default and Forfeiture: Time and the strict and faithful performance of each and every one of the conditions of this Agreement are expressly made the essence of this agreement. If default be made by LESSEE in payment of any part of LESSEE'S rent when the same shall become due or default be made by the LESSEE in keeping, performing, or observing any of the covenants and agreements herein contained, and said default shall remain so for a period of thirty (30) days after written notice shall have been sent as set forth below in the paragraph entitled "Notice," then in such event the CITY shall have any and all rights and remedies available in law or equity including, but not limited to, the following:

- A. CITY may terminate LESSEE'S right to possession of the Premises, and re-enter the Premises, which LESSEE shall peacefully relinquish;

- B. CITY may rent the Premises to any other party. LESSEE shall be liable for any costs and expense to re-enter and restore the Premises so they may be rented and LESSEE shall be liable for any loss sustained by CITY as direct result thereof; or
- C. CITY may terminate the Lease and all of the LESSEE's right thereunder.
17. Surrender or Cancel: The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation thereof, shall not result in an automatic cancellation of any subleases and shall, at the option of the CITY, terminate all or any existing subleases, or may, at the option of the CITY, operate as an assignment to the CITY of any such subleases.
18. Fees: In the event this Lease is placed in the hands of an attorney for enforcement, or in the event of any suit or other proceedings brought for enforcement of the terms of this Lease, or because of the breach of this Lease, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees against the other party consistent with the Equal Access to Justice Act.
19. Notices: All notices to be given to either party shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to the party at the address noted above or at such other address as may be in writing designated by one other party to the other.
20. Non-Waiver: The waiver by the CITY of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition with regard to any subsequent breach of the same or any other term, covenant, or condition. The subsequent acceptance of rent by the CITY shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this Lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of the CITY's knowledge of such preceding breach at the time of acceptance of the rent.
22. Holding Over: Any holding over after the expiration of the term, with the consent of the CITY, shall be construed to be a tenancy from month-to-month at a rental as set forth in paragraphs four (4) and sixteen (16) above entitled respectively, "Payment" and "Subleases" and shall otherwise be on the terms and conditions specified in this Lease, so far as are applicable.

23. Site Limitations: The CITY possesses legal access to the property and grants the LESSEE legal access to the property. LESSEE has examined the Premises and its access and acknowledges that the Premises consist of an isolated mountaintop for which access is seasonally impaired. LESSEE accepts the Premises in their present condition and acknowledges that it accepts the Premises with their limited access. LESSEE shall not construct any structures or improvements, nor perform any activities on the Premises, which would constitute a fire hazard or other danger to adjacent users of property or the Premises. No tower shall be constructed without the prior written consent of the CITY. The use by LESSEE of the Premises shall not interfere with any pre-existing adjacent users of the CITY's Premises for radio and electronic communications uses. Any interference caused by LESSEE or its sub-tenants shall be abated by LESSEE at its expense upon notification.
24. Binding Effect: This agreement shall be binding upon the heirs, parties' legal representatives, successors, and assigns of these.
25. Time: Time is of the essence of this agreement.
26. Governing Law: The validity, meaning, and effect of this agreement shall be determined in accordance with Federal laws applicable to contracts made and performed in the State of Idaho as governed by the Contract Disputes Act and the Federal Tort Claims Act.
27. Captions: The captions to the paragraphs of this agreement are for convenience only, and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of those paragraphs.
28. Site Standards: Lessee shall comply with minimum standards as set forth in Exhibit 4, "Minimum Standards and Site Management Plan," incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date herein first above written.

CITY OF SANDPOINT

U.S. Forest Service.

Residing at _____
My Commission Expires _____

Attachments (incorporated by reference):

Exhibit 1: Description of Property

Exhibit 2: Lease Rates

Exhibit 3: Information required of tenants and subtenants

Exhibit 4: Minimum Standards and Site Management Plan

Exhibit 1: Description of Property

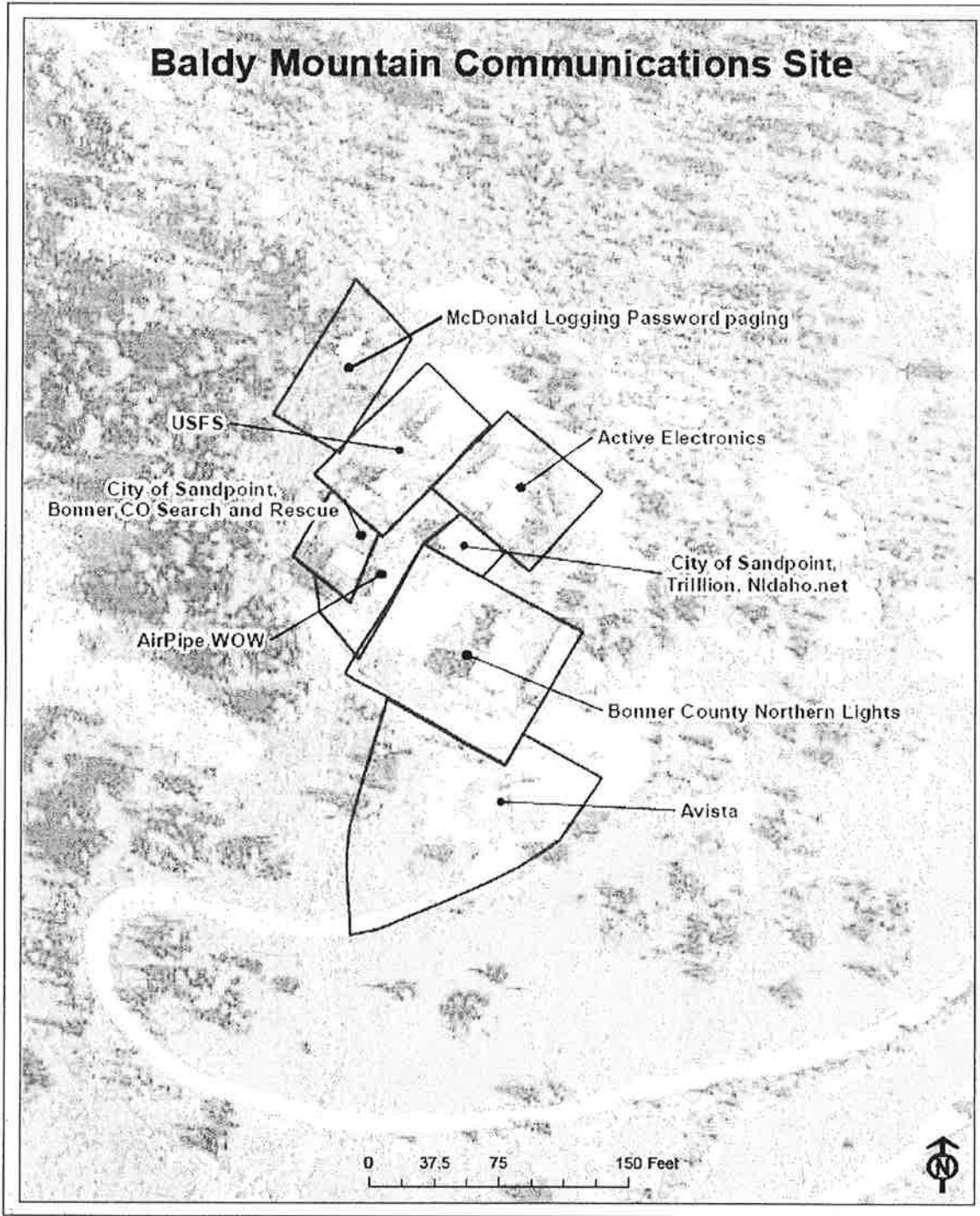


Exhibit 2: Lease Rates

Baldy Mountain Lease Rate History

CPI-U - US City Average Jan - Jan - all items

	<i>January 2014 Adjusted Rate</i>	<i>January 2015 Adjusted Rate</i>	<i>January 2016 Adjusted Rate</i>	<i>January 2017 Adjusted Rate</i>
	1.60%	-1.00%	1.40%	2.50%
Cellular Telephone	4,308.68	4,265.59	4,325.31	4,433.44
Television Broadcaster	2,215.90	2,193.74	2,224.45	2,280.06
Microwave	2,215.90	2,193.74	2,224.45	2,280.06
AM/FM Radio Service	1,846.58	1,828.11	1,853.71	1,900.05
Mobile Radio Service	1,846.58	1,828.11	1,853.71	1,900.05
Pagers and Wireless Internet Providers	1,846.58	1,828.11	1,853.71	1,900.05
Cable Television	1,477.25	1,462.48	1,482.95	1,520.02
Facility Manager	1,477.25	1,462.48	1,482.95	1,520.02
Private Mobile Radio Service	923.29	914.06	926.85	950.02
Broadcast Translator	738.64	731.25	741.49	760.03
Broadcast Translator Nonprofit Public Radio or Television	369.32	365.63	370.75	380.02
Other	123.11	121.88	123.59	126.68

EXHIBIT 2

REQUIRED INFORMATION FOR
BALDY MOUNTAIN TRANSMISSION FACILITIES

Company Name: USDA Forest Service

Mailing Address: 3815 Scriber Way, Co'Aleno, Idaho

Contact Name and Phone Number: David Muncay 208 765 7242
Clark Orr 208 765 7244

Description of Service: Natural Resource Protection - Fire Protection Radio Systems.

Equipment Manufacturer: Alcatel microwave, Daniels Base & Repeaters

Equipment Model: Alcatel - MDR 850Z, Daniels MT3 & MT4

Serial Number: -

Transmit Frequencies: Alcatel - 2.2GHz, Daniels - VHF 168MHz

Transmit Power: Alcatel - 1 Watt, Daniels approx 60 Watts

Transmit ERP: -

Receive Frequencies: Alcatel - 2.2GHz, Daniels - VHF 168MHz

IF Frequencies: 21.4 / 455 kHz

Transmit PL or DPL (if applicable): CTCSS as needed

Narrowband Conversion Date (if planned): All equipment is narrow-band now

Please attach a copy of the FCC License. NA

EXHIBIT 3

REQUIRED INFORMATION FOR
BALDY MOUNTAIN TRANSMISSION FACILITIES

Company Name: _____

Mailing Address: _____

Contact Name and Phone Number: _____

Description of Service: _____

Equipment Manufacturer: _____

Equipment Model: _____

Serial Number: _____

Transmit Frequencies: _____

Transmit Power: _____

Transmit ERP: _____

Receive Frequencies: _____

IF Frequencies: _____

Transmit PL or DPL (if applicable): _____

Narrowband Conversion Date (if planned): _____

Please attach a copy of the FCC License.

Exhibit 4

BALDY MOUNTAIN TRANSMITTER SITES

Minimum Standards and Site Management Plan

Adopted September 16, 2009

1. The Site Manager retains the right to inspect users' equipment at any reasonable time to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect. No equipment will be placed within the site without prior approval of complete system plan by the Site Manager. Proposed system plan will include: (a) Make, model, frequency and IF of transmitter and receiver (b) Make and model of antenna (c) Complete details of supporting equipment including RFI equipment, suppression, cabling, duplexers, combiners, etc. A manufacturer prepared specification sheet will be required on all items.

Any deviation from the approved plan will be grounds for immediate shutting down and removal of equipment from the site and shall be a basis for termination of the lease.

2. Each transmitter at the site will be identified with a copy of the Federal Communications Commission (FCC) License or National Telecommunications and Information Administration (NTIA) if applicable, and name of person or service agency responsible for repairs, their telephone number, equipment transmit/receive frequency, receiver IF frequencies and equipment transmit/receive tone frequencies. These will be in a form acceptable to the Site Manager.
3. All transmitter installations shall employ isolators to minimize spurious radiation and interconnect devices as listed below (a commercially produced Intermodulation Control Panel with a commercial duplexer easily meets these standards for two-way radio repeaters and is the preferred means to meet them):
 - A. Transmitters in the 25 to 53.999 MHz range shall have at least 20dB of isolation followed by either a low pass and a bandpass cavity with at least 30 dB of attenuation 1.0 MHz removed from the operating frequency or simply the bandpass cavity without the filter, providing testing reveals that the low pass filter is not needed.
 - B. Transmitters in the 54 to 87.999 MHz range shall have at least 25 dB of isolation followed by a bandpass cavity providing at least 20 dB of attenuation 1.0 Hz from the operating frequency.
 - C. Transmitters in the 88 to 107.999 MHz range at a power level of 25 watts output power or less shall have at least 25 dB of isolation followed by a bandpass cavity providing at least 25 dB of attenuation 1.0 MHz from the operating frequency.
 - D. Transmitters in the 88 to 107.999 MHz range at a power level greater than 50 watts output power shall have a bandpass cavity providing at least 25 dB of attenuation 1.0 MHz from the operating frequency.
 - E. Transmitters in the 180 to 299.999 MHz range shall have at least 50 dB of isolation followed by either a low pass filter and a bandpass cavity with at least 25

dB of attenuation 1.0 MHz removed from the operating frequency, or simply, the bandpass cavity without the filter, providing testing reveals that the low pass filter is not needed.

- F. Transmitters in the 300 to 469.999 MHz range shall have at least 50 dB of isolation followed by either a low pass filter and a bandpass cavity with at least 15 dB of attenuation 1.0 MHz removed from the operating frequency, or simply, the bandpass cavity without the filter, providing testing reveals that the low pass filter is not needed.
- G. Transmitters in the 470 to 999.999 MHz range shall have at least 50 dB of isolation followed by either a low pass filter and a bandpass cavity with at least 15 dB of attenuation 1.0 MHz removed from the operating frequency, or simply, the bandpass cavity without the filter, provided testing reveals that the low pass filter is not needed.
- H. Transmitters in the 1000 to 60,000.000 MHz range shall have at least 45 dB of isolation followed by at least (a) 3.0 dB of attenuation 2.5 MHz removed from center of operating frequency and (b) 45.0 dB of attenuation 50 MHz from center operating frequency. The use of external amplifiers of any type are prohibited.

4. General engineering standards shall be observed as follows:

- A. A bandpass cavity or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy “off frequency” from mixing in a non-linear device, such as the first RF amplifier in a receiver, which can re-radiate causing interference.
- B. The band reject duplexer (cross notch duplexer) may not be used without a cavity/isolator as outlined above.
- C. Single braid coaxial cable is prohibited. Double shielded cable may only be used to interconnect equipment and must have over 97% shield coverage. Ethernet lines will use a UV rated STP cable with bonded shielded RJ45 connectors, to include jumpers.
- D. Jacketed coaxial cable is required. Un-jacketed transmission line of any type is prohibited and obsolete.
- E. Use of “N” connectors or DIN connectors are recommended. Every effort should be made to prevent the use of coaxial adapters.
- F. All equipment is to be grounded and shielded. Grounding is to be done with copper strap or heavy braid to a station ground grid. The “green wire” of the AC power plug is not an acceptable grounding point.
- G. Transmitting systems must be checked at annually, which includes the isolator, VSWR on the load port of the isolator, and the overall system insertion loss.
- H. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of the installation personnel to prevent “diode junction” from taking place.
- I. All loose wire or metal objects are to be removed from the tower and site. Unused hardware, feed line, and other materials should be removed.

- J. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulatory agency Federal Communications Commission (FCC) License or National Telecommunications and Information Administration (NTIA). There shall be no modifications that violate "FCC type acceptance".
- K. Grounding – tower separation ground if distance to entry is beyond 3 feet, entrance grounding, and interior halo tie to equipment rack. 6 AWG is the minimum for ground connections of any type to equipment.
- L. Every effort shall be made to protect the equipment from lightning damage. Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Additionally a commercially produced protector should be used on control, audio, telephone, Ethernet and power connections.
- M. Radios, equipment and batteries installed in the site building will use support equipment that is braced, anchored, and/or secured in a manner that prevents or reduces the possibility of damage due to an earthquake.
- N. Batteries will be installed and maintained observing Federal safety standards. State and local guidelines for storage and containment will be enforced.
- O. **Exceptions.** Exceptions to standards can be requested from and approved by the Site Manager. This must be done in writing as to the technical reason for the exception and may cause a secondary status of equipment.

5. Interference Policy Statement

- A. In the event licensed radio interference (RI) intermod occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If the above standards are complied with, additional filters, cavities, etc. may be required. Before any new user can be added an intermod study will be conducted to see if any intermod will be created by adding the additional user and/or frequencies.
- B. All equipment must be maintained in good working order and meet original manufacturers' standards and be FCC type accepted for the application.
- C. Involved systems, not in full compliance with the standards, will be asked to comply immediately or will be removed.
- D. The standards are minimums found to be good engineering practices in the operation and maintenance of radio facilities.
- E. To prevent receiver desensitizing, further reduce interference, protect adjacent sites and enhance technician safety, no transmitters will be allowed more than 100 watts output with ERP exceeding 200 Watts. Directional antennas will be allowed a higher ERP. Antenna positions will be engineered by the site manager with the exact placement determined on a non-interfering basis. The top 20 feet of tower space will be reserved for Rx multicoupler use on all tower structures.

6. Electrical Standards

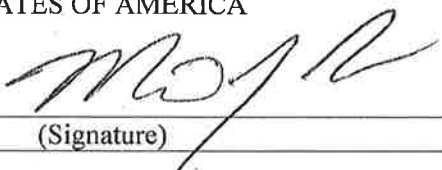
- A. Only assigned electrical outlets shall be used.
- B. Additions or modification shall not be made to any electrical distribution system within the building without first securing the manager's written permission.

- C. Access to the panelboard is provided for the circuit breaker to the users' assigned outlets.
- D. Radio equipment shall have internal fusing to protect the supply circuit.
- E. Coded connections for radio equipment shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.
- F. Radio equipment shall have its own surge protection.

7. Safety and Insurance

Personnel will be adequately trained in safety procedures for working at a radio/microwave facility or properly supervised if in training. Any person involved in climbing towers must have current safety certification from an OSHA-approved organization. On the job training is not adequate instruction. Documentation will be provided to the site manager upon request.

Any company or organization doing work on site must, before beginning work, provide the site manager with proof of liability insurance of 2 million dollars aggregate and 1 million per occurrence.

United States Department of Agriculture	Supplemental Agreement No. 4	Date: August 16, 2017
SUPPLEMENTAL LEASE AGREEMENT		To Lease No. 57-0343-6-ID08
Address of Premises: 4,500 square feet of land on Baldy Mountain, Section 35, T58N, R3W, Boise Meridian, Bonner County, City of Sandpoint, Idaho.		
THIS AGREEMENT, made and entered into this date by and between City of Sandpoint, Idaho Whose address is 1123 Lake Street, Sandpoint, Idaho 83864 hereinafter called the Lessor, and the United States of America, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2017 as follows: You are advised that under the terms conferred by Lease No. 57-0343-6-ID08, dated October 1, 2005, the conditions and provisions of which provide for this notice and the leasing by you to the United States of America to cover the period beginning October 1, 2017 and ending September 30, 2020 inclusive. The rental rate is \$1,900.05 per year in this lease period, as provided in Clause 4 of the City of Sandpoint Lease Document for the Transmitter Site. The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the said lease, as originally provided therein, shall remain in full force and effect for the said extended period.		
All other terms and conditions of the Lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR:		
By	_____	_____
	(Signature)	(Title)
In Presence of		
	_____	_____
	(Signature)	(Address)
UNITED STATES OF AMERICA		
		
	(Signature)	Contracting Officer (Official Title)