

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 11/06/12

Via:

From: Sheriff Scott Turner

Title of Item: Communications Facility Use Agreement

Requested Meeting Date: 11/13/2012 Est. Presentation Time: _____

Presenter: Sheriff Scott Turner

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Routine Business
- For discussion only with possible future action Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position

- Request to schedule public hearing or sale Other (please list) **Consent Agenda**
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? _____ Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) State of Minnesota Communications Tower Use Agreement

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW
Aitkin, MN 56431

218-927-2138 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

To: Aitkin County Board of Commissioners Date: November 6, 2012

From: Sheriff Scott Turner Re: Communications Facility Use Agreement

Attached is a copy of the "Communications Facility Use Agreement" from the State of Minnesota for the use of their towers and shelters. The agreements are all similar, but differ by location of the facility: Glen, Lawler, Logan, Quadna, Sandy Lake, and White Pine. These are the locations where we will be co-locating our simulcast VHF paging system for the fire and EMS emergency responders in Aitkin County.

It is a standard practice from the State of Minnesota for the use of their communications facilities. A copy of one of the agreements has been reviewed by County Attorney Ratz. The annual cost to use these 6 towers, with the cost being based on the number of base stations, will be \$1900 annually. This cost is a tremendous savings from having to build our own tower sites.

I am looking for board authorization to enter into these agreements with the State of Minnesota for the use of the above mentioned communications facilities.

If you have any questions relative to this request, please do not hesitate to call.
Thank you.

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #02330
Glen Tower

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and County of Aitkin, hereinafter referred to as COUNTY;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located at 30694 State Hwy. 47 near the City of Glen, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to COUNTY under certain terms and conditions, and

WHEREAS COUNTY requires space on this Tower and in Shelter to install and maintain COUNTY'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. COMMUNICATIONS FACILITY

MN/DOT grants and COUNTY accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Glen Communications Facility located in the County of Aitkin, Minnesota, more fully described on attached Exhibit A2.

2. TERM

The term of this Agreement is for ten (10) years, commencing on December 1, 2012, and expiring November 30, 2022

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

3. USE

- 3.1 Mn/DOT hereby grants COUNTY a non-exclusive right to install, use and maintain COUNTY'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): COUNTY shall, at COUNTY'S expense, mount COUNTY'S antenna(s) only in such location(s) on the Communications Tower as described in Exhibit B1, attached hereto.
- 3.3 Placement of Communications Equipment: COUNTY shall, at COUNTY'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in Exhibit B3 and conform to the installation instructions in Exhibit B3.
- 3.4 COUNTY may not add additional equipment or antennas from that described in Exhibits B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

4. ELECTRICAL SERVICES FEE

- 4.1 COUNTY agrees to pay to Mn/DOT for three (3) base station(s), for the Term of the Agreement the sum of four hundred dollars and zero cents (\$400.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
 - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to COUNTY.

- 4.3 COUNTY agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation
Financial Operation MS 215
395 John Ireland Blvd.
St. Paul, MN 55115-1899

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. **TERMINATION**

- 5.1 COUNTY may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 COUNTY may terminate this Agreement if COUNTY is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
- a. In the event of any failure of COUNTY to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by COUNTY for more than thirty (30) days after written notice of such default has been given to COUNTY. Upon such termination, COUNTY shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from COUNTY hereunder or to enforce the other obligations of COUNTY hereunder.
 - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, COUNTY shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of COUNTY'S equipment from the Communications Facility and MN/DOT'S Property. COUNTY'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge COUNTY for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, COUNTY shall restore any painted surfaces disturbed by COUNTY'S occupancy to their original condition.
- 5.6 Mn/DOT and COUNTY hereby agree that COUNTY shall not be reimbursed by Mn/DOT for any investment or expense incurred by COUNTY as a result of this Agreement upon termination of the Agreement.

6. DUTIES OF MN/DOT

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide COUNTY with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be COUNTY'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in Exhibit C attached hereto.
- 6.3 Mn/DOT hereby grants to COUNTY non-exclusive right of access to the Communications Facility as necessary to install and maintain COUNTY'S equipment.
- 6.4 Mn/DOT shall provide COUNTY with a method of access to the Communications Facility as described in Exhibit C, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to COUNTY for its use.
- 6.6 Mn/DOT hereby grants to COUNTY easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by COUNTY or COUNTY'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to COUNTY for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

7. DUTIES OF COUNTY

- 7.1 COUNTY warrants that COUNTY'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, COUNTY shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 COUNTY shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 COUNTY, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, COUNTY shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. COUNTY shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 COUNTY shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in Exhibit C "Site Access" attached hereto.
- 7.7 COUNTY shall install and maintain COUNTY'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. COUNTY'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 COUNTY shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of COUNTY'S occupancy of said Communications Facility.

7.9 COUNTY hereby agrees that COUNTY'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the COUNTY'S communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO COUNTY'S EQUIPMENT** Any future changes to COUNTY'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of COUNTY'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.

9. **INSURANCE** COUNTY and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

COUNTY, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by COUNTY shall remain the personal property of COUNTY with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.

11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

12. **NOTICES** All notices or communications between COUNTY and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation
Office of Electronic Communications
Attn: Lease Manager
1500 West County Road B2 MS-730
Roseville, Minnesota 55113
(651) 234-7947 or (651) 234-7977

COUNTY:

Aitkin County Sheriff's Department
Attn: Sheriff Scott Turner
217 2nd St NW, Room 185
Aitkin, MN 56431
(218) 927 - 7435

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the COUNTY and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
-

LIST OF EXHIBITS

EXHIBIT A1: Tower Registration (ASR)

EXHIBIT A2: Location Map

EXHIBIT B1: Tower Diagram with COUNTY Antenna location

EXHIBIT B2: Compound Layout Diagram

EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

COUNTY:

AITKIN COUNTY

COUNTY certifies that the appropriate person(s) have executed the Use Agreement on behalf of COUNTY as required by applicable articles, bylaws, resolutions or ordinances

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

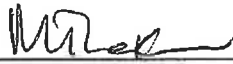
Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title Director

Date OCT 25 2012



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**



OWNER: MINNESOTA, STATE OF

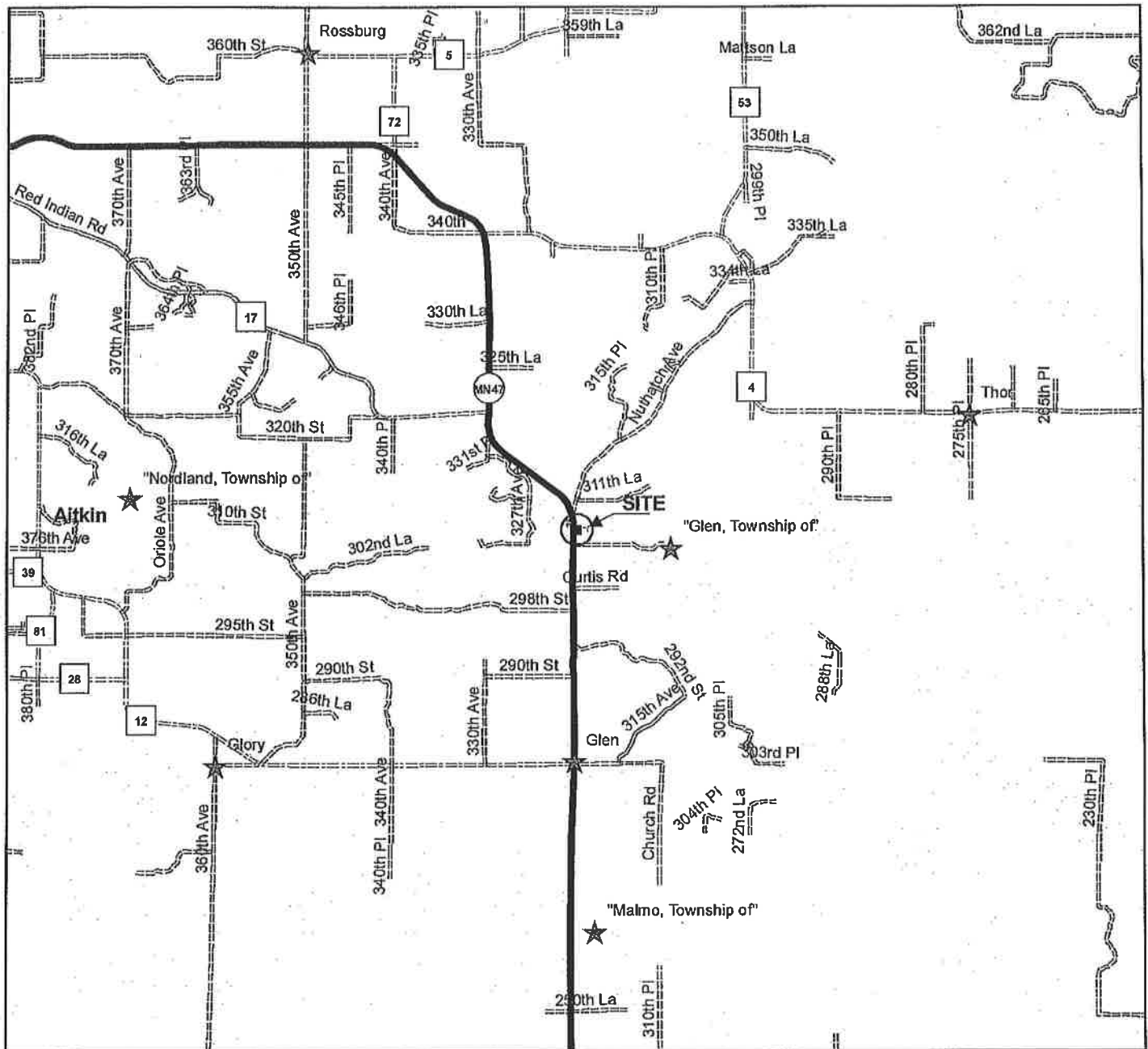
FCC Registration Number (FRN): 0002608115

ATTN: OFFICE OF ELECTRONIC COMMUNICATIONS MINNESOTA, STATE OF 395 JOHN IRELAND BLVD., MS730 SAINT PAUL, MN 55155	Antenna Structure Registration Number 1277374
	Issue Date 01-12-2011
Location of Antenna Structure .317 mi north of intesection of state hi Glen, MN	Ground Elevation (AMSL) 422.1 meters
	Overall Height Above Ground (AGL) 106.7 meters
Latitude Longitude 46-27-25.0 N 093-30-53.4 W NAD83	Overall Height Above Mean Sea Level (AMSL) 528.8 meters
Painting and Lighting Requirements: FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K	
Conditions:	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT**, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.



COMPOUND LAYOUT

DIMENSIONS

TEMPORARY EASEMENT

285' X 300' = 85,500 Sq Ft

LESS 17,175 (less access drive)

TOTAL 68,325 Sq Ft 1.57 Acres

PERMANENT EASEMENT

Compound Area = 125' x 125' = 15,625 Sq Ft

Access Drive = 25' x 62' = 1,550 Sq Ft

TOTAL = 17,175 Sq Ft 0.39 Acres

**DISTANCE FROM TOWER CENTER TO:
Center Line Hwy 47 = 190 feet**

Ver 4, 9-13-10



Glen Tower - TEC364

Parcel ID # 09-0-035806

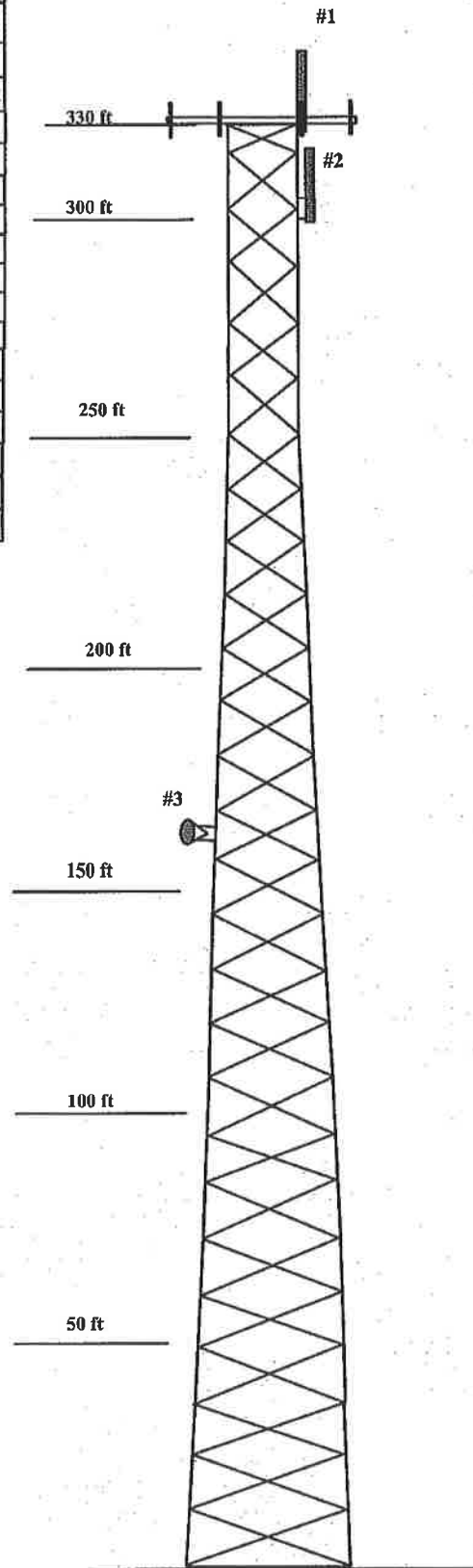
**SW of the NW Quarter, Section 21
T46, R25, Glen Township,
Aitkin County, MN**

TOWER CENTER

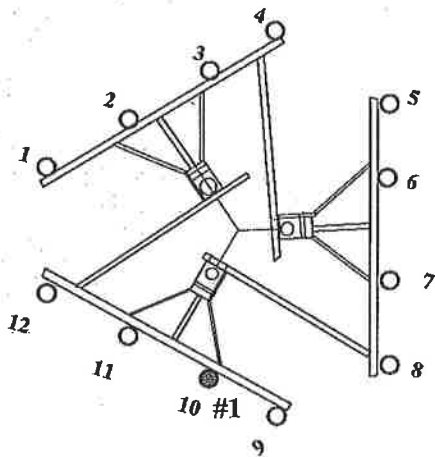
Latitude: 46-27-24.71N

Longitude: 93-30-53.39W NAD83

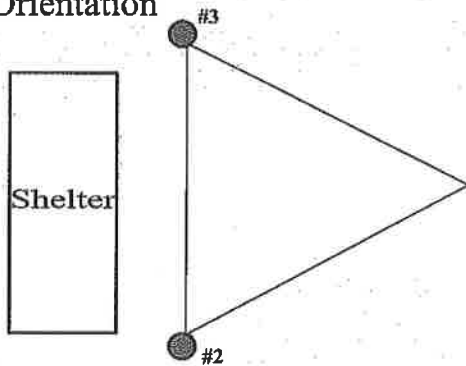
ANTENNA KEY - Aitkin County Antennas				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Sinclair SC229SFXSNM	350'	Pipe 10	7/8" Heliax
2	Sinclair SC229SFXSNM	320'	Leg SW	7/8" Heliax
3	HP4-11 4 ft. dish	160' CL	Leg NW	EW90
EQUIPMENT IN SHELTER - Aitkin County				
Equip.	Description			
Motorola Base Station	GTR3000 VHF Base			
Motorola Base Station	MTR3000 VHF Base			
Exalt 11 GHz	EX-11i - 11 GHz			
FREQUENCY INFORMATION				
Transmit = 154.44500 Mhz	Tone/Code = 141.3	Receive = 156.2480 Mhz	Tone/Code = 141.3	
Transmit = 155.0100 Mhz	Tone/Code = TBD	Receive = 156.8300 Mhz	Tone/Code = TBD	
Transmit = 11 GHz	Tone/Code = N/A	Receive = 11 GHz	Tone/Code = N/A	



T-Boom Mounting Detail @ 330'



Tower Orientation



Glen Tower

Minnesota Department of Transportation

October 11, 2012
 Agreement #02330
 Aitkin County

Exhibit B1

Tower Elevation

Scale = None



Glen Tower - TEC364
 Owner: Kory Abell
 10254 367th Street
 North Branch, MN 55056
 (320) 684-2247
 Parcel ID # 09-0-035806

SW of the NW Quarter, Section 21
 T46, R25, Glen Township,
 Aitkin County, MN

TOWER CENTER
 Latitude: 46-27-24.71N
 Longitude: 93-30-53.39W NAD83

COMPOUND LAYOUT

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TOTAL = 17,175 Sq Ft 0.39 Acres

DISTANCE FROM TOWER CENTER TO:
 Center Line Hwy 47 = 190 feet

Ver 5, 9-23-10



Exhibit B2

Installation Instructions

RACK SPACE:

Aitkin County (COUNTY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, COUNTY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

InterMod Panel:

COUNTY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

Grounding

COUNTY or its contractor installation work shall be R56 compliant.

Entrance Panel

COUNTY or its contractor shall arrange the entrance panel location with the RMS.

Coax Management

COUNTY or its contractor shall arrange the cable management location with the RMS.

RMS
Radio Maintenance Supervisor
Keith Holmstrom
(218) 846-7974
(218) 850-9467 Cellular

"Site Access"

MN/DOT-OEC will provide a designated Aitkin County (COUNTY) individual (or their designee) with a key to the Glen Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by County.

Contact Information

Radio Maintenance Supervisor

Keith Holmstrom

(218) 846-7974

(218) 850-9467 Cellular

County shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. County and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

Site Entry Notification

County or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. County or its designee must call the Mn/DOT RMS cited above. If no answer at either number, County should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated County personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to County. County or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, County or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the County individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 02330
Aitkin County
Glen Tower

A structural analysis report is not required for this Lease Agreement.

The Aitkin County antenna loading as requested will not require a structural analysis.

Exhibit D