

ORDINANCE NO. 2011-10

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE  
AUTHORIZING AND DIRECTING THE MAYOR  
TO ENTER INTO A SITE LICENSE AGREEMENT  
BETWEEN THE OFFICE OF INFORMATION TECHNOLOGY  
MULTI-AGENCY RADIO COMMUNICATIONS SYSTEM (“MARCS”)  
AND MAYFIELD VILLAGE, OHIO**

WHEREAS, the Village is the owner of a cell tower located at the fire station; and

WHEREAS, the Office of Information Technology Multi-Agency Radio Communications System wishes to access a portion of the cell tower for the installation of certain equipment necessary for its system; and

WHEREAS, Mayfield Village and MARCS wish to formalize their agreement for the location of the MARCS equipment on the Village cell tower pursuant to a Site License Agreement between the parties.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. That the Mayor and President of Council are hereby and herein authorized and directed to enter into a Site License Agreement in a form substantially similar to that attached hereto and incorporated herein by reference as Exhibit “A”.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

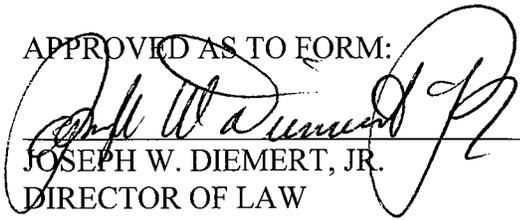
SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of

not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

  
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WILLIAM BUCKHOLTZ  
Council President

First Reading:           March 21,                           2011  
Second Reading:       April 25,                           2011  
Third Reading:         May 16,                           2011  
PASSED:                 May 16,                           2011

  
\_\_\_\_\_  
BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
JOSEPH W. DIEMERT, JR.  
DIRECTOR OF LAW

ATTEST:   
\_\_\_\_\_  
MARY E. BETSA,  
Clerk of Council

SITE NO. \_\_\_\_\_

**Site License Agreement  
Between  
Office of Information Technology  
Multi-Agency Radio Communications System  
And  
Mayfield Village**

**This License Agreement** (the "LICENSE") is made as of July 5, 2011, by and between the state of Ohio, acting by and through the **Department of Administrative Services, Office of Information Technology, Multi-Agency Radio Communications System Program Office ("MARCS ")**, having an office located at 30 East Broad Street, 39<sup>th</sup> Floor, Columbus, Ohio 43215 (the "Licensee") and **Mayfield Village** (the "Licensor") an Ohio Governmental entity, having its principal place of business located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143

**BACKGROUND**

Licensor is the owner of the tower and building described in Exhibit "A" (the "**Property**"). Licensee desires to access a portion of the Property for installation of the items described in Exhibit "B" (the "**Equipment**"). Licensee shall be responsible to meet all requirements set forth in this agreement as well as items identified in Exhibit "C".

Licensor agrees to provide to Licensee a reasonable right of way for the purpose of installing, operating and providing maintenance and repair of its equipment:

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**I. USE OF PREMISES**

(a) Licensor hereby grants to Licensee a License for the construction, installation, operation, replacement, removal, maintenance and repair (collectively "Operations") of an unmanned telecommunications facility, including required Telecommunication Equipment and arrays support structures (as the same may be modified, added to and/or substituted from time to time), as permitted herein, upon a certain tower which is located on certain real property owned or leased by Licensor more particularly described in **Exhibit "A"** attached hereto ("Property"); and to install, maintain, operate and remove Licensee's equipment cabinet or compound and related devices owned by Licensee on a portion of the Property. Equipment and elevation depicted on **Exhibit "B"** attached hereto (the space occupied by Licensee on the Property and the Tower hereinafter shall be referred to collectively as (the "Premises"), in accordance with the terms herein. Each such array shall be configured as required by Licensee from time to time provided that Licensee obtains all permits and approval of Licensor. Licensee shall have the right to park

its vehicles on the Property when Licensee is servicing its communications facility, subject to any conditions in the License. All operations by Licensee on the Premises or Site shall be lawful and in compliance with all applicable Federal Communications Commission ("FCC") requirements. Licensee shall, at its sole expense, comply with (and obtain and maintain such licenses, permits or other governmental approvals necessary to comply with) all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities applicable to its Operations or use of the Premises or Site. Licensee shall comply with any directive of any public officer or officers applicable to its Operations or its use of the Premises or Site (collectively "Laws"), which shall, with respect to Licensee's Operations, impose any violation, order or duty upon Licensor or Licensee arising solely from Licensee's use of the Premises subject, however, to Licensee's right to contest, in good faith, any such violation, order or duty. Licensee's Operations shall not interfere with the operations of Licensor, the traveling public, or any other users existing on the Commencement Date on the Premises. Licensor agrees to reasonably cooperate with Licensee, at Licensee's expense, in executing such documents or applications necessary or appropriate in order for Licensee to obtain and maintain, at Licensee's expense, such licenses, permits and other governmental approvals needed for Licensee's Operations. Licensor authorizes Licensee to make and prosecute applications for all such approvals. If Licensee is unable to obtain and maintain such licenses, permits or approvals (notwithstanding reasonable efforts to do so), Licensee shall immediately notify Licensor and the particular License shall immediately terminate.

(b) Licensee agrees to install, maintain, and operate its Telecommunications Equipment in accordance with the specific site standards more particularly described in each License and any other applicable statutes pertaining to the use of telecommunications and/or electronic equipment. In the event Licensee's installation, or Operation, in any way hinders, obstructs, or interferes with, the radio or electronic equipment of Licensor, or any tenant operating at the Premises as of the Execution Date of the applicable License, Licensee shall, at its sole cost and expense, upon receipt of written notification, forthwith cease the interfering operation, except for brief tests necessary for the elimination of the interference. Licensee shall conduct its Operations in compliance with all laws, orders, ordinances, and regulations of all federal, state, county, and municipal authorities. Licensor may execute any Site License upon the condition that Licensee's equipment shall be installed in such a manner to facilitate Licensor's telecommunication needs as set forth in this Agreement.

(c) If such hindrance, interference or obstruction cited in Subsection 1(b), is not eliminated or does not fully cease within thirty (30) days after written notice to Licensee by Licensor or any appropriate regulatory agency, Licensor shall have the right to order cessation of Licensee's Operations at the Site as may be necessary to continuously eliminate said interference by giving ten (10) days prior written notice. In the event of Licensee's inability or refusal to eliminate such interference following notice, Licensor may at its option terminate the affected Site License and evict Licensee.

(d) Any interference and compatibility testing required hereunder for radio interference with other equipment located at the Premises as of the Commencement Date, or Licensor's equipment installed at any time shall at the sole cost of Licensee, be made by a qualified technical person representing Licensee and a representative designated by Licensor. If the test is satisfactory to

both the technical person and Licensor's representative, a certification of such test signed by both the technical person and the Licensor's representative shall be forwarded to Licensor at locations indicated in Article XVII. Any reasonable costs incurred by Licensor to conduct compatibility testing shall be reimbursed to Licensor within thirty (30) days after receipt of billing and reasonable support documentation

(e) Any interference with Licensor's electronic equipment during and emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment during the emergency, provided Licensee is given notice of such incident and is afforded the opportunity to cure such interference. Failure to do so promptly after notification of such interference will be grounds for immediate termination of the particular Site License and eviction of Licensee.

## **II. INITIAL TERM**

The Initial Term of this License shall commence on the date this agreement is last signed by the parties hereto and end on June 30, 2013.

## **III. RENEWAL TERMS**

Licensee shall have the option to extend this License for a total term of up to twelve two-year terms. This renewal shall be based on the same terms and conditions as set forth in this License except for the initial one time access and use fee. Throughout the duration of this Agreement, Licensor retains the right of review for accuracy and updates of information; Licensee agrees to provide updated information as requested, in a timely fashion. Licensor and Licensee retain the right to reevaluate site usage, and the renegotiation of fee structure every six (6) years if the site usage is materially changed. If it is determined that the annual fee should be modified, such change shall be done through a written addendum to this License. Under no conditions will the term of this Agreement extend beyond the term of the Licensor's underlying lease, if any, and Licensee agrees to be bound by the terms of any underlying lease.

This License, and the exercise by Licensee of any option(s) to renew the term of this License, is subject to appropriation by the Ohio General Assembly, and certification by the Director of Budget and Management of available funds as required by Chapter 126 of the Ohio Revised code and approval by the State Controlling Board, if required.

In addition, the current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, the duration of the initial term of this License cannot go past the current biennium. The State may continue this Licensee past the current biennium by issuing written notice of continuation to the Licensor provided such continuation option(s) in this Licensee does not go past subsequent biennia.

#### **IV. LICENSE FEE/UTILITY COSTS**

(a) In consideration of location on Licensor's tower and in Licensor's shelter; Licensee agrees to pay monthly electric and air-conditioning usage costs ("utility costs") associated with use of the tower and shelter. These utilities have been split metered in the building from the Licensor's utilities so that the accurate consumption of use may easily be split according per user. . Licensor will provide monthly billing to Licensee of usage and its associated cost as charged by Licensor's local utility company. Licensee agrees to pay the invoiced amount to the Licensor.

In addition, Licensee agrees to pay an initial one-time access and use fee of \$1800.00 plus past due utility invoices from October 2010 through February 2011 to compensate Licensor for utility costs incurred as a result of Licensee's use of the tower and shelter.

(b) Any fee or other payment made by Licensee shall contain a notation with the MARCS Mayfield Site License Payment and the reason for payment, date, and copy of invoice or contract initiating payment. The payment should be made payable to:

Mayfield Village  
And mailed to  
Mayfield Village, Ohio  
c/o Its Finance Director  
6622 Wilson Mills Road  
Mayfield Village, Ohio 44143

#### **V. WASTE/RETURN OF PREMISES**

Licensee shall not commit or suffer any waste on the Premises. Upon the expiration of this License or upon the earlier termination hereof, Licensee shall surrender possession of the Premises in substantially as good a condition as the same existed at the Commencement Date, except for: (a) damage from fire or natural elements; (b) circumstances beyond the control of Licensee; (c) reasonable use and normal wear and tear, depreciation and decay; and (d) the Licensee improvements and any alterations, fixtures, additions, structures or signs placed or erected upon the Premises by either Licensor or Licensee after the Commencement Date. Provided, however, if Licensee desires to remove its improvements and/or any of the items set forth in (d) above, then Licensee may remove such improvements and such items and shall repair all damage caused in the course of any such removal(s).

#### **VI. WARRANTY OF TITLE AND QUIET ENJOYMENT**

Licensor represents and warrants that it is the lawful owner or Lessee of the Premises and has full authority to enter into this License. Upon Licensee's payment of the annual license fee and all other charges due hereunder, and otherwise complying with the terms hereof, Licensor shall ensure the Licensee may have quiet use and enjoyment of the Premises.

- 1) In utilizing, or permitting others to utilize, other portions of the communications tower which is the subject of this License and any surrounding lands owned or leased by Licensor or under its control, Licensor shall not take, or permit others to take, any action

which would interfere with the use by Licensee of its radio and other communication equipment installed on this site, unless prior written approval is expressly granted by Licensee. Licensor shall immediately resolve any interference with Licensee's use of the Premises.

Licensee shall not place any of its equipment on the Premises in a manner, which will interfere with the operation of any pre-existing equipment installed on the Premises.

#### **VII. ASSIGNMENT TO OTHER STATE AGENCIES**

At any time during the term of this License, Licensee (MARCS) shall have the right, at its sole option, to assign its rights hereunder to another state agency or agencies under the same terms, covenants and conditions as herein specified.

#### **VIII. LICENSOR'S/LICENSEE'S COMPLIANCE WITH LAWS**

A. At the time the Premises are "ready for use" by Licensee, Licensor shall ensure that the Premises are in compliance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, departments, commissions, boards and offices. The obligations of Licensor under this Article VIII shall survive Licensee's acceptance and/or occupancy of the Premises.

B. In addition to its obligation set forth in Paragraph A of this Article VIII, Licensor shall bring and keep the Premises (where applicable) in compliance with any and all applicable standards which have been or are hereafter promulgated by the U.S. Occupational Safety and Health Administration pursuant to the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 to 678, as amended, and the National Institute of Safety and Health and Ohio Basic Building Codes.

#### **IX. LICENSOR'S DUTIES/SERVICES**

Licensor shall, at its expense, perform/provide the following duties/services in regard to the entire Premises:

A. Licensor and Licensee agree to mutually secure access of the Premises. Licensor understands MARCS is a system for public safety first responders; this site is to be maintained secure at all times and not available to public access; and

B. Maintain any tower existing on the Commencement Date or constructed thereafter by Licensor to the standards established by the Federal Aviation Authority and Federal Communications Commission, and keep said tower in a safe and stable condition.

#### **X. INSPECTION**

Licensee shall permit Licensor or its agent(s), upon twenty-four (24) hours' advance notice, to enter into any shelter or building erected on the Premises. If said shelter solely houses equipment

belonging to Licensee, Licensor and its agent(s) shall not enter thereon unless accompanied by a Licensee representative.

## **XI. LICENSEE'S DUTIES**

Licensee shall, at its expense, perform/provide the following duties:

- A. Licensee agrees to pay an initial one-time access and use fee of \$1800.00 plus past due utility invoices from October 2010 through February 2011 to compensate Licensor for utility costs incurred as a result of Licensee's use of the tower and shelter. This fee will be due on commencement of contract.
- B. Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or local governments relating to Licensee's use and occupancy of the Premises;
- C. Pay for all utility services furnished to the Premises and used by Licensee; and
- D. Label all of their equipment installed at the Site. Such label shall include Licensee's name, address, and a 24 hour notification number in case there is an emergency at the Site.
- E. Pay all fees, permits, and licenses directly related to Licensee's equipment and operation of the same.
- F. Pay all taxes assessed as a result of Licensee's use of the real estate. Licensor shall provide to Licensee any tax bills relating to the uses under this agreement for Licensee to pay.

## **XII. LICENSEE'S IMPROVEMENTS AND CONSTRUCTION**

(a) Prior to commencing any installation, construction, alteration or improvement at any Site, Licensee shall obtain Licensor's prior written approval of Licensee's plans for the installation or alteration work which plans shall be attached to the Site License upon execution. A response (approval, denial, and request for modification or additional information) will be made within forty-five (45) days of submittal of such plans; if a response is not forwarded within forty-five (45) days, Licensee shall be entitled to an extension of the Local Permitting Period. Licensee's plans shall include information on the length, width, weight, and cable routing, of and between equipment cabinets and/or shelters, antennas and equipment technical specifications, so as to permit Licensor to reasonably verify their placement on the Premises, potential interference and proper structural loading and Licensee shall provide Licensor with any other information as Licensor may reasonably request with respect to such plans. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement or any Site License, Licensee may replace, exchange, substitute or modify ("replacement") its equipment or antennas installed at any Site with equipment or antennas substantially similar to the equipment and antennas previously approved by Licensor, so long as such replacement equipment and antennas operate at the same frequencies, power levels, emissions, gain, bandwidth and beam width and (i) are no

larger in size or heavier in weight, and (ii) do not enlarge the physical size of the Site area, subject to Licensor's having thirty (30) days' notice to insure there will be no interference with Licensor's operations.

(b) As set forth in Section 6.0 of Exhibit "C", Licensee is required to do a comprehensive structural analysis ("Structural Analysis") of the tower detailed in Exhibit "B". This Structural Analysis must be completed by a properly licensed structural engineer, and resulting documentation must be stamped ("PE Stamped"). The Structural Analysis must take into consideration all loading contemplated by the Licensee and must preserve the tower's structural integrity. The Structural Analysis shall include the current tower loading and future reserved MARCS loading. The PE Stamped Structural Analysis, plus all required structural modifications and/or upgrades must be presented and approved by the MARCS Program Office prior to the Licensee initiating any installation on the tower.

(c) If construction is proposed, Licensee shall, prior to any construction or reconstruction, apply for an encroachment permit and submit three (3) complete sets of plans, specifications, and structural calculations, stamped by an Ohio NIA registered Engineer, to Licensor, and construction shall not proceed prior to approval of said plans by Licensor. A minimum of one set of plans must be standard size. Licensor shall respond (approval, denial, and request for modification or additional information) within forty-five (45) days of Licensor's receipt of Licensee's plans. If Licensor does not provide such approval or request for changes: (i) within such forty-five (45) day period, then Licensee shall be entitled to one month's free extension of the Local Permitting Period, and (ii) if after sixty (60) days Licensor has not delivered such approval or request for changes, Licensor and Licensee shall meet and confer to determine a mutually acceptable additional extension to the Local Permitting Period. Licensor shall not be entitled to receive any additional consideration in exchange for giving its approval of Licensee's plans. If the appropriate local entity declines to inspect Licensee's construction, Licensee shall provide written confirmation by a qualified individual, such as a current or former building inspector or registered engineer, that the construction conforms to plans and all appropriate building standards, prior to issuance of a Department of Administrative Services Notice of Completion by Licensor.

(d) All of Licensee's installation and alteration work shall be performed in accordance with applicable building codes and shall not adversely affect the structural integrity or maintenance of Licensor's property or improvements. Any structural work or reinforcement on an improvement, in which approval shall be submitted to Licensor prior to Licensor approving construction, shall be approved by a licensed structural engineer at Licensee's sole cost and expense. During construction, Licensee shall perform work in a workmanlike manner and quality as in such a manner as will not hamper Licensor's operations or the needs of the traveling public.

(e) Licensee shall keep the Premises and Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee. If any lien is filed against the Premises or the Site as a result of the acts or omissions of Licensee, or Licensee's employees, agents, or contractors, Licensee shall discharge, bond or otherwise secure same to Licensor's reasonable satisfaction within thirty (30) days after Licensee has

notice that the lien has been filed. If Licensee fails to commence steps to discharge, bond or secure any lien within such thirty (30) day period, then, in addition to any other right or remedy of Licensor, Licensor may, at its election, upon five (5) days' prior written notice to Licensee discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Licensee shall pay on demand any amount so paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary reasonable disbursements in connection therewith. Failure to immediately pay these amounts constitutes a breach of this License and Licensor may immediately terminate this Agreement without any right to cure under Article XX.

(f) Licensee understands and agrees the Site in its entirety is offered as is. Licensee further agrees nothing installed on the Site will cause interference to any of the current communications capabilities of the Site. Prior to finalizing plans for the engineering of its communications suite, Licensee shall complete a comprehensive intermodulation study which shall meet all industry standards, and submit such study to the Licensor. Such intermodulation study must demonstrate the Licensee's proposed communications suite and which shall not interfere with any of the Site's current communications capabilities. If, after the initial activation of the Licensee's communications suite, any diminution of performance or interference occurs to the Licensor or any of its existing co-locators current capabilities, Licensee shall immediately turn off the source of interference and resolve the problem prior to turning their equipment back on. If the solution to the interference includes modification to Licensor's equipment, the entire cost of correcting the interference shall be borne by the Licensee.

(g) Notwithstanding anything in this Article XII to the contrary, Licensee acknowledges that Licensor may not have control over equipment located on or adjoining the Premises that would interfere with Licensee's use of the Site and shall not be liable for such lack of control. In the event of such interference, Licensor and Licensee shall use all reasonable efforts within their control to obtain the cooperation of the equipment owner to resolve such interference; provided, however, that if the parties shall not succeed in obtaining the cooperation of the equipment owner to resolve such interference within thirty (30) days following such interference, Licensee may immediately terminate this License if so affected, and neither party shall have any further liability with respect to such License. Any prepaid License Fee shall be credited or returned to Licensee on a pro rated basis.

(h) All portions of the telecommunications facilities or other property or improvements attached to or otherwise brought onto the Site by Licensee shall, at all times and for all purposes, be the personal property of Licensee and at Licensee's option and with Licensor's prior written approval, may be removed by Licensee at any time during the term, and if Licensor does not want the personal property at the expiration of the this License, Licensee shall remove such personal property no later than fifteen (15) days after expiration of the term or termination of the License.

(i) Upon execution of a License, Licensor shall not thereafter grant to any third party any lease, license or other permission to use (herein, collectively, a "Grant") the Premises, Site or area surrounding the Premises under Licensor's reasonable control, if the use permitted

under such Grant would cause interference with Licensee's Operations. Any such Grant shall expressly prohibit the user there under from interfering with Licensee's Operations. Licensee shall reasonably cooperate with Licensor and/or any subsequent third party user to eliminate any interference and to allow co-location, if possible.

### **XIII. UTILITIES AND ACCESS**

A. Licensee shall have the right at its sole cost and expense to obtain and connect to services from any utility company that provides or is willing to provide such service to the Site, subject to Licensor's right to approve proposed utility routes and the manner of installation. Licensee shall timely pay all of the Licensee's utility costs.

B. The following provisions shall govern access to the Site and Premise by Licensee, unless otherwise modified on a particular Site License. Access for construction, routine maintenance and repair, conducting feasibility studies and other non-emergency visits shall be stated in each Site License Agreement and require a minimum of one (1) business day's prior written notice to Licensor at Licensor's address stated in the Article XIII herein. In the event of an unscheduled repair or other emergency, Licensee shall be entitled to access to the Premises twenty-four (24) hours per day, seven (7) days a week subject to any special conditions. If a Site is allowed that could affect traffic flow, named maintenance and contractors may be restricted to non-peak flow hours. Licensee shall endeavor to provide written (but in any event shall attempt to provide oral) notice of an emergency repair prior to accessing the Site. Any such access by Licensee shall be subject to any other or superseding access requirements as may be specified in the underlying Lease.

C. Licensee shall not have access at any time to any shelter equipment, array, or utilities of Licensor without a representative of Licensor being present.

### **XIV. IMPROVEMENT FEES/TAXES**

Licensee shall pay all real estate taxes, possessory interest taxes and other taxes and fees caused by licensee's use and/or equipment placed on the Site or other improvements by licensee on the premises.

### **XV. INSURANCE/INDEMNIFICATION**

Licensee shall maintain through insurance, self insurance or other means during the term of this Agreement, property insurance for Licensee's property located at the Site.

## **XVI. ASSIGNMENT**

This License is personal to Licensee. Except as hereinafter provided, Licensee shall not, without Licensor's prior written consent, which consent may not be unreasonably withheld nor in Licensor's sole and absolute discretion, assign or otherwise transfer this agreement, a Site License or its interest in any particular Premises or any part thereof. Any request for an assignment requiring Licensor's consent shall be requested in writing thirty days prior to known assignment.

## **XVII. NOTICES**

(a) All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this License to Licensee or Licensor shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid:

(i) With respect to Licensee, addressed to:

Ohio Department of Administrative Services  
Office of Information Technology  
Multi-Agency Radio Communications System (MARCS)  
Rhodes State Office Tower, 39<sup>th</sup> Floor  
Columbus, Ohio 43215

(ii) With respect to Licensor addressed to:

Mayfield Village  
Mayfield Village, Ohio  
c/o ITS Finance Director  
6622 Wilson Mills Road  
Mayfield Village, Ohio 44143  
440-461-2210

Licensor and MARCS each have the right, from time-to-time, to specify as its address for purposes of this License any other address in the United States of America upon giving notice thereof to the other party hereto as provided herein.

(b) As a courtesy, a copy of any such instrument may be sent to the other party via facsimile or e-mail is so provided. Such copies shall not be a substitute or replacement for the instrument to be delivered or sent pursuant to Section (a) above. The failure to provide a courtesy copy to the other party shall not affect the validity of any instrument issued pursuant to Section (a).

**XVIII. REPAIRS**

(a) Licensee shall, at all times during the term of this License and at Licensee's sole cost and expense, keep its facilities and equipment located on or about Premises and every part thereof in good condition and repair, reasonable wear and tear excepted, including making replacements when necessary. If Licensee fails to promptly make any repairs that are necessary to remedy a dangerous condition on the Site caused by Licensee, its agents, employees or contractors, or other condition caused by Licensee, its agents, employees or contractors which is materially adverse to the quiet enjoyment by Licensor or any other user of the Site, Licensor shall give Licensee written notice of its intention to make such repairs and the date on which such repairs shall commence. Except for emergencies, Licensee shall be given at least fifteen (15) days from the day the letter is sent to commence the repairs. If Licensee does not, prior to the date set forth in such notice, commence to make such repairs, Licensor may make such repairs and shall be reimbursed by Licensee for any and all reasonable costs incurred by Licensor in performing (or contracting to have performed) such repairs, including any overhead costs reasonably allocable to the performance thereof. Licensor shall provide Licensee reasonably detailed supporting documentation of such costs concurrently with any demand for reimbursement.

(b) Licensee shall, at all times, during the term of this License and at Licensee's sole cost and expense, keep Licensee's equipment at the Site and any access roads constructed by Licensee for its sole use at the Premises in good condition and repair, except for any access roads or improvements installed by Licensor or other third parties.

(c) Licensee, at its sole cost and expense, will promptly restore all Licensor property which is destroyed or damaged by Licensee's activities on the Site if so requested by Licensor. Licensee agrees to commence performance of any remedial work within thirty (30) days of written notice by Licensor and to complete remedial work required in the reasonable opinion of Licensor to restore the site to its original condition, reasonable wear and tear excepted, within the number of days specified in the written notice. The number of days specified shall be reasonable. If remedial work is not undertaken and completed within the specified time, Licensor may, on ten (10) days' prior written notice to Licensee, undertake and complete the remedial work with its own forces and/or independent contractors, and Licensee shall pay all actual costs or charges incurred by Licensor by reason of such work. Licensor shall provide Licensee reasonably detailed supporting documentation for such costs and charges. If Licensor must make repairs to its equipment under this Article, Licensee shall pay all of the cost of those repairs.

**XIX. SURRENDER OF PREMISES; HOLDING OVER.**

(a) Upon the expiration or other termination of this License, Licensee shall peacefully vacate the Premises in as good order and condition as the same were on the Commencement Date, reasonable wear and tear, and damage not caused by Licensee excepted. If Licensee fails to promptly remove all of its facilities and equipment from the Premises within thirty (30) days after expiration or earlier termination of the Term, Licensor may, after fifteen (15) days prior written notice to Licensee, remove the same (without any liability to Licensee for any damage to such equipment and/or facilities which may result from reasonable efforts at removal), and Licensee shall pay to Licensor on demand any and all reasonable costs incurred by Licensor in

removing and storing such improvements and equipment prior to retrieval of same by Licensee. Licensor has no obligation to store such equipment, and Licensee shall have no claim if Licensor destroys the equipment if it is not removed by Licensee as provided herein.

(b) Should Licensee continue to hold the Premises after the termination of License, whether the termination occurs by lapse of time or otherwise, such holding over shall, unless otherwise agreed to by Licensor in writing, constitute and be construed as a tenancy at will.

## **XX. DEFAULT AND REMEDIES**

(a) The occurrence of any one or more of the following events shall constitute an “event of default” or “default” under the License: (i) if Licensee fails to pay any License Fee or other sums payable by Licensee and when the License Fee or other sums become due and payable and such failure continues for more than ten (10) days after written notice thereof from Licensor is received pursuant to Article XVII; (ii) if Licensee upon actual receipt of any formal written order or directives relating to the Site from any governmental entity fails to comply with such order or directive within the time limits set forth in such order or directive and any applicable administrative or judicial appeal rights having been exhausted; (iii) if Licensee fails to perform or observe any other term of the License, and such failure continues for more than fifteen (15) days after written notice thereof from Licensor or in the event of a default which cannot, with due diligence be cured within a period of fifteen (15) days, if Licensee does not duly institute within such fifteen (15) day period steps to remedy the same and the same is not remedied within thirty (30) days or such longer period as mutually agreed by the parties hereto; (iv) for any specifically stated item of default cure shall be determined by the specific Article herein;

(b) The occurrence of any one or more of the following events shall constitute an “event of default” or “default” of this License: (i) if any petition is filed by or against Licensee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Licensee and such petition is not dismissed within ninety (90) days after the filing thereof), or Licensee shall be adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof; (ii) if Licensee becomes insolvent or makes a transfer in fraud of creditors; (iii) if a receiver, custodian, or trustee is appointed by Licensee or for any of the assets of Licensee which appointment is not vacated within ninety (90) days of the date of the appointment; (iv) if Licensee fails to perform or observe any other term of the License, and such failure continues for more than fifteen (15) days after written notice thereof from Licensor or in the event of a default which cannot, with due diligence be cured within a period of fifteen (15) days, if Licensee does not duly institute within such fifteen (15) day period steps to remedy the same and the same is not remedied within thirty (30) days or such longer period as mutually agreed by the parties hereto.

(c) In any notice of an alleged default by Licensee from Licensor, Licensor shall specify the nature of the default. After applicable notice and grace periods have expired, at any time thereafter that Licensee remains in default, Licensor may terminate the License, without notice or demand. Upon the applicable termination, Licensee shall immediately surrender Site to

Licensor, remove all of its facilities and equipment therefrom. If Licensee fails to promptly remove all of its facilities and equipment from the Premises, Licensor may remove the same (without any liability to Licensee for any damage to such equipment and/or facilities which may result from reasonable efforts at removal), and Licensee shall pay to Licensor on demand any and all costs incurred by Licensor in removing and storing such facilities and equipment prior to retrieval of same by Licensee.

(d) Default by Licensor and Licensee's Remedies. In the event that Licensor shall be in default of any terms or provisions of this License and shall so remain for a period of thirty (30) days after Licensee has given written notice to Licensor of such default (however, if such default cannot reasonably be cured within the applicable time period, then Licensor shall not be deemed in default so long as it promptly commences to cure the same within the applicable time period and diligently pursues such curing thereafter), then: (i) Licensee may terminate this Lease by giving not less than ten (10) days' written notice to Lessor, or (ii) Licensee may cure the default (or have the default cured by others) upon prior written notice to Licensor stating that Licensee so intends to deduct the reasonably cost thereof from the Fees reserved herein. Notwithstanding Licensee's election under (i) or (ii) of this subparagraph (d), Licensee shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

(e) In the event of a termination of a License, it shall be lawful for Licensor, after not less than thirty (30) days' prior written notice, to reenter into and upon the Site, and every part thereof, and to remove at Licensee's expense all of Licensee's property therefrom and to repossess and occupy the Site. In the event Licensor terminates a License pursuant to this Section, Licensor shall not be required to pay Licensee any sum or sums whatsoever related to License.

**XXI. FORCE MAJEURE**

If either Licensor or Licensee shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License), or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charges required of Licensee.

**XXII. USE OF COMMON AREAS**

Licensor hereby grants to Licensee and its agents, servants, employees, contractors, and business invitees during the term of this License, a non-exclusive right to use all parking, driveway and walking areas (the "Common Areas") which are now or hereafter become a part of or appurtenant to the Premises, together with right of ingress and egress to and from the Premises at such places as are now or may thereafter be designated by Licensor, together with, and subject to, similar rights granted from time to time by Licensor to other occupants of the Premises. Licensor acknowledges that no fee will be charged to Licensee for use of the Common Areas.

**XXIII. LICENSEE'S PROPERTY**

Licensor shall not be liable for the death of or any injury to any person(s) or damage to any property resulting from fire, explosion, any falling items, gas, electricity, water, rain, snow or leaks from any part of the Premises from any cause whatsoever, unless the same results from the negligence of Licensor, or its agents, servants, employees, contractors, invitees and assigns or the failure of Licensor to make repairs or maintenance required hereunder.

**XXIV. RELOCATION OF TOWER**

Licensor may, at its election, relocate the Tower to an alternative location or property owned or leased by Licensor. Such relocation of the tower will (i) be at Licensor's sole cost, (ii) not result in an interruption of Licensee's communications services. The relocation of any of the Licensee's equipment shall be at the sole cost of the Licensee and such relocation shall be performed by Licensee in a timely manner. Upon such relocation, the Premises covered herein shall be the new Tower and the new ground area on which the new Tower sits. At the request of either party, Licensor and Licensee shall enter into an amendment of this License, to clarify the rights of Licensee to the new Tower. Licensee may terminate this License during the first thirty (30) days following the relocation by written notice to Licensor in the event that the Site no longer supports the User's radio frequency network.

**XXV. FORUM DESIGNATION/WAIVER OF JURY TRIAL**

Any action or proceeding against any of the parties hereto relating in any way to this License or the subject matter hereof shall be brought and enforced exclusively in a court of competent jurisdiction located in Franklin County, Ohio, and the parties hereto irrevocably consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

**XXVI. WAIVER**

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this License shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Licensor from Licensee or others after the giving of any notice of default, or after the termination of this License, or after the commencement of any suit, shall reinstate, continue or extend the term of this License, or affect any such notice, demand or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

**XXVII. SURVIVAL**

The representations, warranties, covenants, indemnities and agreements of the parties contained in this License shall survive the expiration or termination of the term of this License and shall be and continue in effect notwithstanding the fact that MARCS may waive compliance with any of the other provisions of this License.

**XXVIII. HAZARDOUS MATERIALS**

To the extent permissible by Ohio law, Licensor shall remain responsible for all suits, costs (including attorney's fees, expenses and court costs), claims, expenses, liabilities and judgments of every kind and description, with respect to the presence of hazardous materials.

(a) Except as otherwise expressly permitted in this Agreement, Licensee shall not use, create, store or allow any hazardous materials on the site. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted. Additionally, Licensee has permission and shall install a back-up generators and store fuel for such generator at the Site. In no case shall Licensee cause or allow the deposit or disposal of any hazardous materials on the Site. Licensor, or its agents or contractors, shall at all times have the right to go upon and inspect the Site and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Site.

(b) Accumulation, storage, treatment, or disposal of any waste material is prohibited; excepting only temporary storage, not to exceed fourteen (14) days, or nonhazardous solid refuse produced from activities on the Premises for pick up by municipal or licensed commercial refuse service, and lawful use of sanitary sewers (if any) for domestic sewage.

(c) Manufacturing; maintenance of equipment (excluding communications equipment and back-up power sources such as batteries and generators operated pursuant to the License) or vehicles, or use, installation or construction of vessels, tanks, (stationary or mobile), dikes, sumps, or ponds; or any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste, (2) discharge of any pollutant including but not limited to discharge to air, water, or a sewer system is prohibited.

(d) Any spill caused by Licensee or from Licensee's equipment resulting in a release of a hazardous material to the air, soil, surface water, or groundwater in violation of applicable law shall be immediately reported to Licensor as well as to appropriate government agencies and shall be promptly and fully cleaned up and the Premises (including soils, surface water, and groundwater) restored to its condition existing immediately prior to such spill or release, all in accordance with and as may be required by applicable law. Should Licensee desire to use pesticides on the Site or Premises (either herbicides, rodenticides, or insecticides) all applicable Environmental Protection Agency (EPA) standards must be met and prior approval must be received from Licensor and not all EPA approved pesticides will be permitted. Licensee will fill out form FG-880 and submit it to the area manager at least seven (7) days prior to application of pesticides. Licensor reserves the right to disapprove the use of any pesticide. Licensee shall obtain all county, state or federal permits required, including restricted pesticide use and burning permits and comply with all conditions of those permits. Licensee shall submit to the area manager a copy of all permits.

(e) In the event Licensee breaches any of the provisions of this License the License may be terminated immediately by Licensor and be of no further force or effect. It is the intent of the parties hereto that Licensee shall be responsible for and bear the entire cost of removal and

disposal of hazardous materials introduced to the Site by Licensee during Licensee's period of use and possession as Licensee of the Site.

(f) Licensee shall also be responsible for any clean up and decontamination on or off the Site necessitated by the introduction of such hazardous materials on the Site. Licensee shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Site by any party other than Licensee during any period prior to commencement of Licensee's period of use and possession of the Site as Licensee.

#### **XXIX. GOVERNING LAW**

This License, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the state of Ohio, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

#### **XXX. ADDITIONAL REQUIREMENTS**

Licensee, at Licensee's expense shall have a structural and/or intermodulation study completed prior to any installation of equipment.

#### **XXXI. LICENSEE CASUALTY RESPONSIBILITIES**

Licenser will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee will make no claim of any nature against Licenser by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause. Licensee is solely responsible for insuring, or self-paying, all expenses caused by the destruction or damage of its equipment..

#### **XXXII. RELOCATION ASSISTANCE**

Licensee acknowledges it is not entitled to any relocation assistance payments at the conclusion of this License under State or Federal law (42 U.S.C.A. 4601 et seq.), and Licensee further agrees it will not file or pursue any such claim.

#### **XXXIII. READINGS**

The headings to the various articles and exhibits to this License have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this License.

#### **XXXIV. MULTIPLE COUNTERPARTS**

This License may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**XXXV: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

(a) No personnel of Licensor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

(b) Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(c) In accordance with Executive Order 2007-01S, Licensor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Licensor understands that failure to comply with Executive Order No. 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

**XXXVI: NONDISCRIMINATION OF EMPLOYMENT**

The Licensor, any sublicense and any person acting on behalf of Licensor is in compliance with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/eod/aapv.htm>

**XXXVIII COMPLIANCE WITH LAWS**

Licensor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

#### **XXXVIV: DRUG FREE WORKPLACE**

Licensor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted sublicensee's purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

#### **XXXX. MISCELLANEOUS**

(a) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this License, such party shall not unreasonably delay, withhold or condition its approval or consent.

(b) All riders and Exhibits annexed hereto form material parts of this License.

(c) Licensee or Licensor shall not commit, suffer, or permit any waste on the licensed Site or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Site for any illegal or immoral purposes.

(d) Each party executing this License acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(e) This License shall become valid and binding only upon Licensor and Licensee's execution by its duly authorized representative.

#### **XXXXI. SEPARABILITY**

If any provision of this License, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this License or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each remaining provision of this License shall be valid and enforceable to the fullest extent permitted by applicable law.

#### **XXXXII. TERMINATION**

This Agreement may be terminated by the unilateral action of the State by giving thirty (30) days written notice to the Licensor of election to so terminate, or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated under this Contract.

#### **XXXXIII. ENTIRE AGREEMENT**

This License and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this License shall not be valid unless made in writing and signed by both parties.



ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) ss.:  
COUNTY OF CUYAHOGA )

On this 6 day of June, 2011, before me personally appeared ~~William Buckholtz~~ known to me to be the Council President of Mayfield Village who acknowledged that he executed the foregoing License for and one behalf of Mayfield Village, that the same is his own and the Agency's voluntary act and deed and that they are duly authorized to enter into said License for and on behalf of the Village.

*acting*

*Diane A. Calta*  
Notary Public

Diane A. Calta - Atty.  
Notary Public - State of Ohio  
My Commission Has No  
Expiration Date  
Section 147.03 R.C.

ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) ss.:  
COUNTY OF CUYAHOGA )

On this 6 day of June, 2011, before me personally appeared Joseph Diemert known to me to be the Law Director of Mayfield Village who acknowledged that he executed the foregoing License for and one behalf of Mayfield Village, that the same is his own and the Agency's voluntary act and deed and that they are duly authorized to enter into said License for and on behalf of the Village.

*Diane A. Calta*  
Notary Public

Diane A. Calta - Atty.  
Notary Public - State of Ohio  
My Commission Has No  
Expiration Date  
Section 147.03 R.C.



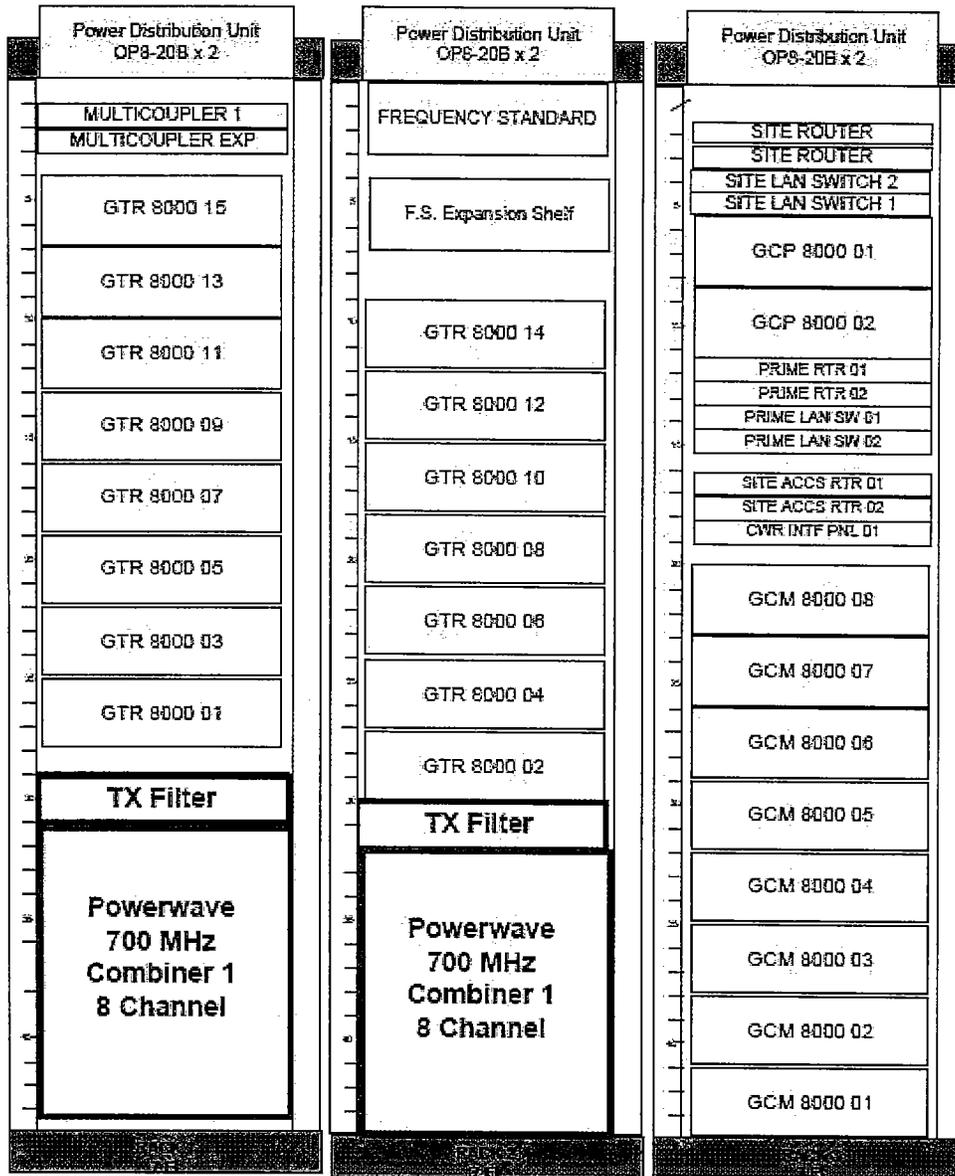
**EXHIBIT "A"****Property****MARCS Mayfield Village Site  
Cuyahoga County  
Property owned by Mayfield Village  
Known as Mayfield Fire Department**

Parcel No. 1: Situated in the City of Mayfield, County of Cuyahoga and State of Ohio and known as being part of Original Mayfield Township Lot No. 45, Tract No. 1, and bounded and described as follows: Beginning on the center line of SOM Center Road, 60 feet wide, (said center line being also the Easterly line of said Original Lot No. 45) at its intersection with the Northerly line of land conveyed to George A. Bennett, Jr., by deed dated December 21, 1929, and recorded in Volume 3976, Page 564 of Cuyahoga County Records; thence Northerly along the center line of SOM Center Road, 26.40 feet to a point; thence Westerly and parallel with the Northerly line of land so conveyed to George A. Bennett, Jr., 412.28 feet to the Easterly line of land conveyed to Richard Worts by deed dated June 20, 1883, and recorded in Volume 356, Page 253 of Cuyahoga County Records; thence Southerly along the Easterly line of land so conveyed to Richard Worts, 26.40 feet to the Northwesterly corner of land conveyed to George A. Bennett, Jr. as aforesaid; thence Easterly along the Northerly line of land so conveyed to George A. Bennett, Jr., 412.28 feet or less, to the place of beginning, be the same more or less, but subject to all legal highways, excepting that parcel of land conveyed to the State of Ohio by deed dated June 30, 1970 and recorded in Volume 12720, Page 551 of Cuyahoga County Records.

Parcel No. 2: Situated in the City of Mayfield, County of Cuyahoga, and State of Ohio and known as being part of Original Mayfield Township Lot No. 45, Tract No. 1, and bounded and described as follows: Beginning on the center line of SOM Center Road, 60 feet wide, at the Northeasterly corner of land conveyed to Sarah Mapes, by deed dated December 4, 1880 and recorded in Volume 316, Page 292 of Cuyahoga County Records; thence Northerly along said center line of SOM Center Road, 105.66 feet; thence Westerly on a line parallel to the Northerly line of land conveyed to Sarah Mapes, 412.28 feet to the Easterly line of land conveyed to Richard Worts by deed dated June 20, 1883, and recorded in Volume 356, Page 253 of Cuyahoga County Records; thence Southerly along said Easterly line of land so conveyed to Richard Worts, 105.66 feet to the Northwesterly corner of land conveyed to Sarah Mapes, as aforesaid; thence Easterly along the Northerly line of land conveyed to Sarah Mapes, 412.28 feet to the place of beginning, according to a survey made by National Survey Service, Inc., dated November 4, 1929, be the same more or less, but subject to all legal highways, excepting that parcel of land conveyed to the State of Ohio, by deed dated June 30, 1790, and recorded in Volume 12720, Page 551 of Cuyahoga County Records.

Exhibit "B"

Licensee's Equipment



Rack 1

Rack 2  
ROW 1

Rack 3

## Exhibit "C"

	<b>MARCS IT Policy</b> MARCS Co-location Technical Requirements	<b>No: MPP-17.0</b>
		<b>Effective: 10/24/2004</b>
		<b>Revised: 3/9/08</b>
		<b>Approved By: Ohio MARCS</b> <b>Issued By:</b> Ohio MARCS <b>Published By:</b> Ohio MARCS

**1.0 Purpose**

To formalize the technical requirements applying to agencies, both public and private, seeking use of the Multi-Agency Radio Communications System (MARCS) tower sites. This document relates to frequencies, equipment, cables, antennas and/or any other such related items placed in the shelter, on the tower, and/or on grounds owned, leased or otherwise legally controlled by MARCS.

No public or private entity shall co-locate any equipment on MARCS property without meeting all requirements of his policy and policy MPP-19.0, and without the express written consent of MARCS.

**2.0 Scope**

This policy applies to all potential co-locates on all MARCS controlled property/shelters.

**3.0 Background**

MARCS manages numerous tower sites statewide, providing radio coverage throughout the state. By nature of the locations of the towers, and the height provided, many entities are potential users of the excess capacity afforded by these towers. Examples include other public safety/public service agencies, private cellular and other wireless providers, and private enterprises with wireless radio needs.

This document is to identify the technical requirements for co-location within the shelter, on the tower, and/or on grounds owned, leased or otherwise legally controlled by MARCS.

**4.0 Shelter Equipment**

- a) Equipment shall be installed in 7'x19" equipment racks unless otherwise specified.
- b) Equipment shall be grounded to the interior halo ring per Motorola R56 standard.
- c) Equipment shall be on a dedicated AC breaker using the non-UPS breaker panel.
- d) AC power connections shall be installed using the ceiling electrical raceway.
- e) No equipment shall use the existing shelter wall outlets or connect to the MARCS UPS breaker panel.
- d) Equipment shall be installed in a manner consistent with the installation of the MARCS equipment.

- e) New equipment BTU loading shall be provided to MARCS to determine if the existing HVAC size is satisfactory.
- f) New equipment power loading shall be provided to MARCS to determine if the existing generator size is satisfactory.

### **5.0 Antenna and Transmission Lines**

- a) Antennas shall be mounted using a Pirod side arm or its approved equivalent.
- b) Installation shall be completed as directed by manufacturer's specifications.
- c) Transmission lines shall be grounded at the transmission line port following manufacturer's specifications.
- d) Additional grounding shall be completed at the following locations:
  - 1.) On the tower's bottom ground buss bar
  - 2.) Every 200' from the bottom ground buss bar
  - 3.) At the antenna base
- e) A Polyphaser coaxial protector or its approved equivalent shall be installed on each transmission line according to manufacturer's specifications.
- f) Transmission lines shall be supported on the tower and transmission line bridge consistent with the method currently in place by MARCS.
- g) Only one transmission line per port shall be allowed unless otherwise specified. If needed, additional ports shall be added at co-locator's expense.

### **6.0 Tower Analysis and Intermodulation Study**

- a) MARCS requires a minimum of a structural engineer stamped letter indicating the tower shall hold the current loads, MARCS-design future loads, and the additional requested loads, unless otherwise specified.
- b) An intermodulation study is required unless otherwise specified. This study shall be subject to approval and acceptance by MARCS.
- c) Potential customers must meet all requirements for tower co-location found in MPP-19 – "Use of MARCS Communication Towers, Shelters and Grounds".
- d) Fees for co-location are specified in MPP -19, Section 5 – "Fees for Co-location Services".
- e) Copies of all studies, drawings and analysis shall be provided to MARCS

### **7.0 Site Entry**

- a) A personnel list detailing potential site visitors shall be provided by the party co-locating. This list shall include full name, date of birth and social security number for each potential site visitor. Each potential visitor submitted on the list shall be subject to an electronic record check, and/or a ten-print fingerprint check, conducted by the Ohio State Highway Patrol. This list shall be updated annually or as changes occur.
- b) Sites are alarmed. All personnel shall call the MARCS Network Operations Center (NOC) at 1-866-646-2727, before entering the gate and immediately before departure of the compound.
- c) Anyone entering the site shall provide their name, company and reason for entry.

**7.1 Shelter Entry**

- a) Shelters are alarmed. All personnel shall call the MARCS Network Operations Center (NOC) at 1-866-646-2727, before entering the gate and immediately before departure of the compound.
- b) Anyone entering the shelter shall provide their name, company and reason for entry.
- c) Shelter entry keys are available at the nearest OSHP Post with verification of identity through valid government issued photo ID.
- d) All shelter keys **must** be returned to the same OSHP Post **upon leaving the site.**

**8.0 Administrative**

- a) Copies of all documentation regarding site co-location shall be provided to MARCS by the collocating party.
- b) All work shall be completed by a MARCS approved contractor.
- c) Any and all costs associated with a co-location are the sole responsibility of the party collocating, unless otherwise specified in the MARCS License Agreement.
- d) No equipment shall become operational until all requirements contained herein have been met, and an inspection of the site has been completed and approved by a MARCS site engineer.
- e) Equipment tampering by any party collocating, or their designee, shall be subject to criminal investigation and prosecution to the full extent of the law. Any equipment tampering shall be grounds for immediate eviction from the site.
- f) These requirements for co-location are in addition to any other terms and conditions of the MARCS License Agreement with the party collocating.
- g) All parties collocating must additionally follow the co-location requirements found in MPP-19 – “Use of MARCS Communication Towers, Shelters and Grounds” and terms and conditions set forth in the MARCS License Agreement.
- h) Changes to initial installation to shelter/site shall be approved by MARCS technical staff prior to changes. Changes shall not be made prior to MARCS approval.
- i) Violators of this policy shall be subject to disconnection of service and removal of equipment.
- j) All equipment installed inside the MARCS shelter shall be labeled with the following information:

COMPANY NAME

\_\_\_\_\_

EMERGENCY CONTACT NAME

\_\_\_\_\_

EMERGENCY CONTACT PHONE

- k) A current copy of co-locators FCC license shall be submitted to MARCS prior to installation of any equipment
- l) Applicants must complete attached “Form A” and return to MARCS to begin process.**