

**MT. ROSE/GALENA  
COMMUNICATION FACILITIES LEASE AGREEMENT**

This Agreement is made and entered into this 17<sup>th</sup> day of Oct., 2006, by and between, HIGH SIERRA COMMUNICATIONS, INC. hereinafter referred to as LESSOR and WASHOE COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as LESSEE.

**WITNESSETH**

WHEREAS, LESSOR holds title to that certain premises located at Mount Rose in the County of Washoe, State of Nevada and more particularly described as Beginning at a point from which the SE corner of Section 22, Township 17 North, Range 18 East, M.D.B.&M. bears South 34° 06' 52" East a distance of 2835.10 feet and running thence North 72° 27' 30" West a distance of 200.00 feet; thence North 17° 32' 30" East a distance of 300.00 feet; thence South 72° 27' 30" East a distance of 200.00 feet; thence South 17° 32' 30" West a distance of 300.00 feet to the point of beginning, APN: 048-041-03, and

WHEREAS, LESSEE desires to secure the right to locate and operate communications equipment on said premises and to transmit and receive communications signals from and to said premises owned by LESSOR;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

**ARTICLE I - THE PREMISES AND ITS USE**

1. LESSOR hereby agrees to LEASE unto LESSEE and LESSEE hereby agrees to LEASE from LESSOR, space within that certain premises located at Mount Rose in the County of Washoe, State of Nevada for such uses as will accommodate LESSEE's installation and operation of communications equipment on the subject property, said equipment to include but not be limited to radio and microwave antennas, radio transceivers, fiber optic equipment, associated multiplexers, servers and network equipment, data acquisitions and control devices, Remote Weather Information Systems (RTWIS) and/or Intelligent Transportation Systems (ITS), emergency power systems, battery systems and generators. LESSEE acknowledges that LESSEE's equipment is being co-located with other users at this location, and that LESSOR manages this location in the combined best interests of all users. Therefore, the Washoe County Telecommunications Division shall provide to LESSOR the name(s) of Authorized Personnel to be granted the key for access or lock changes. All Communications equipment and appurtenances are subject to the approval by LESSOR prior to installation. The equipment to be installed shall be listed on Attachment A and approved on Attachment C, as provided hereto.

## ARTICLE II - TERM OF LEASE

1. LESSOR hereby agrees to LEASE unto LESSEE and LESSEE hereby agrees to LEASE from LESSOR, the subject premises heretofore described, with the term of said LEASE commencing November 1, 2006 and terminating October 31, 2016, unless extended or terminated as provided herein.

## ARTICLE III - COMPLIANCE WITH LAW

1. The parties shall comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, applicable to the premises, including but not limited to OSHA, The Americans With Disabilities Act of 1990 (ADA) set forth in 42 U.S.C. Section 12101 through 12213 and 47 U.S.C. Sections 225.611, *at LESSOR's* sole cost and expense.

## ARTICLE IV - RENTAL FEES AND CHARGES

1. LESSEE agrees to pay LESSOR the monthly sum of One Thousand Four Hundred Sixty Nine Dollars and Four Cents (\$1,469.04), representing full compensation for all ongoing services, except electricity as stated, to be provided by LESSOR under this LEASE Agreement. LESSEE shall tender payment to the LESSOR by the 15<sup>th</sup> day of the month for which the rent applies. The monthly fee paid by LESSEE to LESSOR shall increase by four percent (4%) annually beginning November 1, 2007, and every anniversary of that date thereafter. The services to be provided by LESSEE to LESSOR in consideration for LESSEE's payment of the aforementioned sum shall include:

- a. Facility space for five (5) equipment racks measuring 2' wide by 2' deep by 7' high each and batteries measuring approximately 36" wide by 36" deep and 60" high.
- b. Tower space: for two (2) fiberglass panel style antennas approximately 60 inches tall each located at the 50' and 65' levels. Both antennas to utilize stand-off mount up to 48".
- c. Utilities: including heat, air conditioning, and generator backup. Electricity consumed by Washoe County equipment to be measured or metered and billed separately.
- d. Microwave dish measuring four (4) feet in diameter located on the building at approximately the fifteen (15) foot level.

ARTICLE V - REPAIR AND MAINTENANCE

1. LESSOR agrees to maintain the premises in as good a state of repair as when first occupied.
2. LESSOR agrees to make any and all replacements and or repairs, including but not limited to the structural, heating, air conditioning, flooring, roofing, wall, electrical, gas and plumbing elements, components and structures requiring replacement and or repair as a result of any defect, wear or damage not caused by the negligence of LESSEE.
3. LESSOR agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to LESSEE.
4. The parties agree that LESSEE shall be entitled to an abatement and or reduction in fees charged under this LEASE Agreement in the event of any impairment of LESSEE'S use or enjoyment of the demised premises.

ARTICLE VI - INTERFERENCE

1. In the event that interference occurs after initialization of equipment operation approved by Attachment C, Equipment Selection and Installation Approval, the parties agree to jointly pursue identification and resolution of the interference. If such resolution is not economically feasible, as determined by LESSEE, LESSEE shall remove its equipment and the Agreement will be terminated, and any remaining rents shall be refunded to LESSEE as referenced in Article 5 (4).

ARTICLE VII - LIABILITY AND INDEMNIFICATION

1. LESSOR shall not be liable for any damage to LESSEE's equipment on account of criminal burglary, vandalism, power failure, lack of heat, weather conditions, natural and man-made phenomena such as "skip" interference, power line or ignition noise, and co-channel interference.
2. To the fullest extent permitted by law, LESSOR shall indemnify, hold harmless and defend the County of Washoe, its departments, divisions, agencies, officers, and or employees from and against all liability, claims, actions, damages, losses and expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, omission, act and or negligence of LESSOR or any person employed by LESSOR, or any others for whose acts LESSOR is legally liable. The sums shall include, in the event of any claim and or action, the amount of judgment, court costs, expenses of litigation, expert witness fees and reasonable attorney's fees.
3. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any LESSEE breach shall never exceed the amount of funds, which have been appropriated for payment under this LEASE Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

## ARTICLE VIII - INSURANCE

1. LESSOR agrees and accepts that LESSEE is self-insured.
2. LESSOR shall furnish LESSEE with an Endorsement and Certificate of General Liability and Property Damage Insurance, evidencing insurance coverage having a single limit of One Million Dollars and No/100 (\$1,000,000.00) and naming LESSEE as an additional insured and shall maintain such insurance for the entire period of the LEASE Agreement. LESSOR shall provide LESSEE with thirty (30) days advance written notice of any modification or cancellation of said policy. LESSOR shall provide LESSEE with said Endorsement and Certificate evidencing such insurance, within thirty (30) days of the effective date of this Communication Facilities LEASE Agreement. LESSOR and LESSEE agree that the cost of this insurance coverage shall be born entirely by LESSOR.

## ARTICLE IX - CHOICE OF LAW AND FORUM

1. This LEASE Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

## ARTICLE X - NOTICE OF CLAIM

1. LESSOR shall serve LESSEE with written notice of any third party claim, suit and or legal action which may affect LESSEE, with LESSOR to serve LESSEE with such written notice within thirty (30) days of LESSOR's receipt of oral and or written notice of actual or pending claim, suit and or legal action. LESSEE shall have the right to defend and compromise the actual or pending claim, suit and or legal action and LESSOR shall indemnify LESSEE against all liability, actions, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs arising out of LESSEE's defense and compromise of such actual or pending claims, suits and or legal actions, to the fullest extent authorized under the terms of this LEASE Agreement. All notices regarding this section shall be directed to Washoe County Risk Management Division, with a copy to Lessee at the address provided herein.

## ARTICLE XI - OPTION TO RENEW

1. LESSEE shall have the option to renew this LEASE Agreement under the same terms and conditions, for FIVE (5) successive ONE (1) year LEASE term(s) by serving LESSOR with written notice of its intention to renew at least thirty (30) days prior to the expiration of the original term or any extensions thereof. The exercise of the renewal option shall not be effective or binding upon LESSEE unless and until the same has been approved by the appropriate official action of the Washoe County Commission. Rental rates for any option term shall be increased at the rate of four percent (4%) over the rate of the preceding year.

## ARTICLE XII - NOTICES

1. Except as otherwise provided for within this LEASE Agreement, all notices or other communications required or permitted to be given under this LEASE shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the address set forth below:

For LESSEE: Washoe County  
ATTN: Director of Department of Technology Services  
P.O. Box 11130  
Reno, Nevada 89520

With a copy to: Washoe County  
ATTN: Telecommunication Division Director  
P.O. Box 11130  
Reno, Nevada 89520

For LESSOR: David L. Metts, President  
High Sierra Communications  
6137 Torrington Drive  
Reno, Nevada 89511  
Phone Number: (775) 841-1200

## ARTICLE XIII - PAYMENT OF TAXES

1. LESSOR shall timely pay any and all applicable sales, use and personal property taxes or any other assessment on the demised premises.

## ARTICLE XIV - TERMINATION, BREACH AND DEFAULT

1. This LEASE Agreement may be terminated upon service of one hundred eighty (180) calendar days written notice. In the event that this LEASE Agreement is terminated, by either LESSOR or LESSEE, or by mutual consent, LESSOR shall return to the LESSEE, within two hundred and ten (210) calendar days following service of said notice, that sum representing any and all LEASE payments paid by LESSEE to LESSOR for services to be provided for that period of time extending beyond the one hundred and eighty (180) day notice period.

2. The continuation of this LEASE Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the Board of County Commissioners in each fiscal year. Lessee may terminate this Agreement immediately upon service of written notice, or any date specified therein, if for any reason LESSEE's funding is not appropriated or is withdrawn, limited or impaired. In the event of such a termination, LESSOR waives any and all claims for damages.

3. A default or breach may be declared with or without termination. This LEASE Agreement may be terminated by either party upon service of written notice of default or breach to the other party as follows:

a. If LESSOR fails to provide or satisfactorily perform any of the conditions, work and or services called for by this Agreement; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by LESSOR to provide the services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If LESSOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If LEASEE materially breaches any material duty under this Agreement and any such breach impairs LESSOR's ability to perform; or

4. Failure to declare a breach or the actual waiver of any particular breach of the LEASE Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

5. Except as otherwise provided for by law or this LEASE Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and the prevailing party's attorney's fees and costs.

6. The parties agree that upon termination of this LEASE Agreement, LESSEE will peaceably and quietly leave, surrender and yield up to LESSOR, the leased premises in good order and in the same condition as delivered to LESSEE, ordinary tear and wear and damage caused by earthquake, fire, public calamity, the elements and or the act of God excepted.

#### ARTICLE XV – MISCELLANEOUS

1. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and successors, as the case may be, of the respective parties.

2. It is agreed to by and between the parties that LESSEE, upon keeping and performing the covenants herein contained, shall at all times during said LEASE peaceably and quietly have, hold and enjoy the LEASED premises without suit, trouble or hindrance from LESSOR, provided, however, and it is further agreed, LESSEE will perform and fulfill each and every condition and covenant contained herein, unless such performance is excused.

3. LESSEE agrees that upon the termination of the LEASE, it shall remove or cause to be removed, at its own expense, any and all improvements erected or emplaced by it on said premises.

4. To the fullest extent permitted by law, including but not limited to NRS Chapter 41 liability limitations, in the event of legal action brought by either party to enforce the terms hereof or relating to the premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

5. Time is of the essence of each and all of the terms and provisions of this LEASE Agreement.

6. Neither party shall assign, transfer or delegate any rights, obligations or duties under this LEASE Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. It is understood and agreed to by the parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

7. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

8. As used herein, the terms "LESSEE" and "LESSOR" shall include the plural as well as the singular and the feminine as well as the masculine.

9. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of the Agreement. Unless otherwise expressly authorized by the terms of the Agreement, no modification or amendment to the Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

*Remainder of page left intentionally blank*

IN WITNESS WHEREOF, LESSEE has signed and LESSOR has caused its name to be signed hereon on the date first written above.

**LESSEE:**  
WASHOE COUNTY, a political subdivision of the State of Nevada

Robert M Larkin  
Robert M. Larkin, Chairman  
Washoe County Commission

STATE OF: Nevada )

COUNTY OF: Washoe )

On this 17<sup>th</sup> day of October, 2006 before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ROBERT M. LARKIN, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily

Rita Lencioni  
Notary



**LESSOR:**  
High Sierra Communications, Inc.

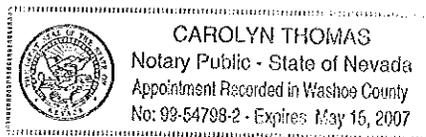
David L Metts  
David L. Metts, President

STATE OF: Nevada )

COUNTY OF: Washoe )

On this 25 day of Sept, 2006 before me a Notary Public in and for the County of Washoe, State of Nev, personally appeared David L. Metts, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily

Carolyn Thomas  
Notary



ATTACHMENT A

Attached to Lease Agreement dated \_\_\_\_\_ between
High Sierra Communications, Inc. (LESSOR)
and
County of Washoe, a political subdivision of the State of Nevada, (LESSEE)

UNITED STATES DEPARTMENT OF AGRICULTURE
HUMBOLDT-TOIYABE NATIONAL FORESTS
COMMUNICATION SITE INSTALLATION DATA

Company/Agency Name: Washoe County Telecommunications Division Date:
Address: P.O. Box 11130, Reno, NV Zip: 89520
Contact (person or group): Craig V. Harrison, Telecommunications Manager Phone: 775-328-2131
Site Name: Mt. Rose/Galena Communication Site
Site Location:

- 1. Latitude/Longitude (NAD83) 39 19 23.7N 119 56 39.1W
2. Legal Description: Beginning at a point from which the SE corner of Section 22, Township 17 North, Range 18 East, M.D.B.&M. bears South 34° 06' 52" East a distance of 2835.10 feet and running thence North 72° 27' 30" West a distance of 200.00 feet; thence North 17° 32' 30" East a distance of 300.00 feet; thence South 72° 27' 30" East a distance of 200.00 feet; thence South 17° 32' 30" West a distance of 300.00 feet to the point of beginning. APN: 048-041-03.
3. Address: 24101 Mt. Rose Highway, Incline Village, Nevada 89451
4. Elevation: 10,169 ft AMSL
5. FCC Structure Registration N/A
6. USDA, Forest Service Authorization No. CAR222 & CAR223

MICROWAVE

Radio Mfgr./Model No: Call Sign:
Emission Bandwidth: Power: Watts
Transmit Freq: Receive Freq:
Antenna Manufacturer: Model No:
Polarization: Horizontal ( ) Vertical ( ) Antenna Diameter: ft. Gain: dB Solid ( ) Grid ( ) Dish Height (AGL) at feed point: ft. Path Azimuth:
Receiver Site Name:
Latitude: Longitude: Elevation: ft.

VHF/UHF

Radio Mfgr./Model No: M/A Com EDACS Master III Trunked Call Sign:
Emission Bandwidth: 25KHZ Power: 100 Watts ERP: 100 Watts
Transmit Freqs: (1) (2) (3) (4) (5) (6)
Receive Freqs: (1) (2) (3) (4) (5) (6)
Tone Freqs: (1) (2) (3) (4) (5) (6)
Antenna(s) Manufacturer Model No:
Polarization: Horizontal ( ) Vertical ( ) Antenna Pattern: ( ) Gain: dB
If directional, Path Azimuth: N E

TOWER SPACE

Tower Height: 66 ft. AGL., Tower Description: square, approximately 30 ft at base, 11 ft at top
Tower Hardware (hanger type, line mounting, etc.) Microflect cushions on 18" maximum centers
Transmission Line Size: inch Type: Length ft.
Location of Antenna (top elevation): ft. (bottom elevation): ft.

Remarks/Special Considerations:
Form NV-2800

**ATTACHMENT B**

Attached to Lease Agreement dated \_\_\_\_\_ between  
High Sierra Communications, Inc. (LESSOR)  
and  
County of Washoe, a political subdivision of the State of Nevada (LESSEE)

Galena Communications Site Management Plan

SEE ATTACHED

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I have read the attached Galena Communications Site Management Plan prepared for High Sierra Communications and should we contractually agree to install at the High Sierra Communications Mt. Rose/Galena communications site we will adhere to these standards.

Agency: County of Washoe, Telecommunications Division.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GALENA COMMUNICATIONS SITE  
MANAGEMENT PLAN**

**HUMBOLDT-TOIYABE NATIONAL FOREST**

**CARSON  
RANGER DISTRICT**

Prepared By: *Leslie M. Fuchler* *1/21/05*  
Date

Recommended By: *Jay Laiff* *1/21/05*  
District Ranger Date

Approved By: *1/4/ Bob Vaught* *2-1-05*  
Forest Supervisor Date

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## I. Introduction

The purpose of the Galena Communication Site Plan is to document the existing use of the Galena Communication Site and to provide direction and standards for continued use of the site. No previous Communication Site Management Plan has been prepared for this site. This plan provides direction consistent with current policy and standards.

### A. Definitions

Refer to Forest Service Handbook 2709.11 Chapter 90 (90.5) for definitions of terms used in this plan.

The words "lease" and "lessee" as used in this site plan refer to the legal relationship between the United States Forest Service (USFS) and the USFS special use authorization holder - the lessee. The words "customer" and "tenant" refer to the relationship between the lessee and the other parties using the lessee's facilities.

### B. Relationship of This Plan to the Communications Site Lease(s)

This site plan will be incorporated into all leases issued for this communications site and must be used in conjunction with the lease. **PROVISIONS OF THIS SITE PLAN ARE ENFORCED THROUGH THE LEASE.** Each lessee is expected to include the requirements of the lease and the site plan into any documents, which describe the business relationship between the lessee and the lessee's tenants and customers. The lessee is responsible for enforcing those provisions.

### C. Location

The Galena Communication Site is within the Humboldt-Toiyabe National Forest, Washoe County, Nevada south and west of Reno, Nevada and just northeast of Incline Village, North Shore Lake Tahoe.; T. 17 N., R. 18 E., Section 22; Latitude 39° 19' 23" North, Longitude 119° 56' 39.1" West. The site elevation is approximately 10,169'.

### D. Population Served

The site serves the Truckee/Tahoe population area.

## II. Purpose and Direction

### A. Objectives

The primary objectives of the Galena Communications Site Management Plan are to:

1. Document current policies, procedures, and standards used to administer the Galena Communications Site.
2. Manage the Galena Communication Site for low power two-way radio, microwave, cellular, low power broadcast translator, and amateur uses. Full broadcast uses can co-locate on Slide Mountain Communications site to the east.
3. Accommodate the optimum use of the site by compatible communications uses consistent with the Humboldt-Toiyabe National Forest - Forest Land and Resource Management Plan

(Forest Plan), contiguous National Forest uses, natural resource management and objectives, good communications management practices, and public needs.

4. Ensure that visual quality objective of Partial Retention is met as per FS VMS (Forest Service Visual Management System).
5. Ensure recreation opportunities in the Mt Rose Wilderness and popular hiking trails in the vicinity of the Galena Communications site are protected.
7. Provide current communication site users, and future site applicants, with a written document that:
  - a. identifies what will be authorized at the site, and
  - b. details the construction, operations and maintenance standards that are expected.
8. Guide all existing and future communication uses to avoid or minimize adverse impacts to threatened, endangered, proposed, and sensitive species.

#### **B. Authority**

Forest Service authority to authorize and manage communications uses on National Forest System lands derives from the Federal Land Policy and Management Act of 1976 (43 U.S. C. 1761-1771); Title 36, Code of Federal Regulations, part 251, subpart B (36 CFR 251, subpart B); Forest Service Manual (FSM) 2700 and FSM 6600; Forest Service Handbook (FSH) 2709.11, chapter 90, and FSH 6609.14.

In the event of conflict between the cited laws and regulations and the Galena Communication Site Plan the cited laws and regulations will govern.

In the event of conflict between the special use authorization (lease or permit) and the Galena Communication Site Plan the special use authorization will govern.

#### **C. Jurisdiction**

The Forest Service has jurisdiction over the use and occupancy of National Forest System (NFS) lands for communications purposes under the National Forest Management Act (NFMA) of 1976 (16 U.S.C. 1600 *et seq.*); the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 *et seq.*), and Title 36, Code of Federal Regulations, part 251, Subpart B (36 CFR part 251, subpart B).

The Federal Communications Commission (FCC) has jurisdiction over the use of non-Federal channels of radio and television transmission under licenses granted by the FCC. The National Telecommunications and Information Administration (NTIA) has jurisdiction over the use of Federal channels of radio transmission under authorizations granted by the NTIA.

The issuance of an FCC license or NTIA authorization does not authorize the use and occupancy of NFS lands. A Forest Service special use authorization is required for the use and occupancy of NFS lands for communications purposes.

#### **D. Direction**

Overall management direction for the administration of communications sites is outlined in the Humboldt-Toiyabe National Forest -- Forest Land and Resource Management Plan (Forest Plan), the U.S. Code of Federal Regulations (CFR's) and the Forest Service Manual (FSM) and Forest Service Handbook (FSH). The specific direction to do site management planning for designated communications site is contained in FSH 2709.11,48.

This site is designated as an Electronic Site in the 1986 Forest Plan and management direction for this site is found in Forest Plan Chapter IV, Management Direction, Special-Uses, pages 62 and 89. This plan will be tied to the revised Land and Resource management plan and modified as necessary as additional applicable direction is approved.

### **III. History and Existing Use**

Galena was first used for communications purposes by AT&T in 1950. The original building was one story, 1,000 square feet with a vestibule and raised helipad on the north end of the building. In 1953, a Tram was constructed by Bell Telephone of Nevada to provide access when avalanche danger was high and winds precluded helicopter access. In 1959, Bell Telephone of Nevada was authorized to construct the annex under the helipad and added a second story to the main building. A 10' x 50' addition was added to the first story before the second story was built. This facility was consolidated back to AT&T by 1983, and then sold to American Tower in 2000 and sold to High Sierra Communications, Inc. in 2002. The tram has not functioned for many years, but is being restored or will be removed.

The facility is being remodeled inside to accommodate additional users and provide for separate secure space.

### **IV. Responsibilities**

#### **A. Forest Service responsibilities:**

1. Review proposals for modification of existing facilities, construction of new facilities, or establishment of new telecommunication uses that require new facilities utilizing the proposal screening process established in FSH 2709.11. Chapters 10 and 90.
2. If appropriate, accept proposals as applications, and ensure applications are processed and authorizations issued in accordance with FSH and FSM direction.
3. Ensure required NEPA documentation for construction of new facilities, modification of existing facilities or establishment of new telecommunication uses that require new facilities has been completed.
4. Grant authorizations for occupancy and use of NFS lands in accordance with FSM and FSH direction.
5. Administration of granted authorizations to ensure compliance with the terms and conditions of the authorization.

**B. Lessee (Facility Owner / Manager) responsibilities:**

1. Ensure that all communications equipment owned and operated by the authorized entity, or is under that entity's control (i.e. is within a building or facility owned and operated by that entity) is operating in accordance with the Galena Communication Site Plan, the frequency authorization (license), and the manufacturer's specifications; and is secure, free of rust, properly grounded, and otherwise properly operated and maintained.
2. Ensure all required frequency notifications are made for themselves and/or for their tenants and customers.
3. Rent existing building / tower space to tenants and/or customers without written approval from the Forest Service. The Lessee, or the new tenant/customer, will notify both the Forest Service and other site lease holders of the proposed 'new' tenant / customers use utilizing standard 30-day prior notification procedures. Forest Service form FS-2700-10, Technical Data Communication Type Land Use (Appendix C), must be submitted for each transmitter frequency to be used.
4. Comply with the terms and conditions of the Communications Use Lease and ensure their tenants and customers are also in compliance.
5. Ensure that no unreasonable restrictions are imposed on tenants and/or customers, or potential tenants and/or customers.
6. Ensure all appropriate authorizations are secured prior to modification of existing facilities or construction of new facilities (refer to Section C - Proponent / Applicant responsibilities).
7. Keep all facilities within the established limits of the site as shown on the Site Plan Map (Appendix A) and demonstrate that any new facilities will make the most efficient use of the limited amount of space at the site. Proposals that provide for future uses without additional construction are encouraged.
8. Ensure public and authorized personnel safety is provided (refer to Section VII – Safety).
9. Provide the Forest Service with the name, address and phone number of a local 24 hour contact person. The Facility Owner/Manager and the contact person may be the same individual. The contact person will be available for emergencies and will have the authority to make decisions about construction issues, facility operation and maintenance and all equipment within the facility. It is the responsibility of Facility Owners/Managers to update the Forest Service, as these 24 hour contact telephone numbers change.

**C. Proponent / Applicant responsibilities:**

1. A proponent does not need Forest Service approval to co-locate the proposed use in or on an existing authorized facility when the proposed use is compatible with the Galena Communication Site Plan and existing communications uses at the site. The proponent is required to secure permission from the facility owner / manager prior to installing and operating their equipment.

2. If co-location is not an option (refer to Section V.A – Co-location Standards), prior to modifying existing facilities, construction of new facilities, and/or construction of new facilities to accommodate new telecommunication uses, the Lessee or new proponent must secure written authorization from the Forest Service.

3. To secure written authorization the entity wishing to construct or modify a facility must:

a. review the Galena Communication Site Plan, and any applicable site specific NEPA documents,

b. prepare a proposal that is consistent with the Galena Communication Site Plan, and any applicable site specific NEPA documents,

c. submit, well in advance, a complete proposal to the Carson Ranger District that at a minimum includes:

- A completed Standard Form 299 (SF 299), *Application for Transportation....and Facilities on Federal Lands*.
- A copy of the approved Site Plan Map showing all proposed (new or modified) facilities (buildings, towers, antennas, solar power equipment, roads and parking areas, or other improvements).
- Identification of any microwave beam paths, a plot of their azimuth(s), and their proposed elevation(s) on the tower.
- Drawings of the proposed facilities/facility modifications.

d. after acceptance of the proposal as an application by the Forest Service, utilizing the screening criteria established in FSH2709.11 Chapters 10 and 90, the applicant will:

- Demonstrate that all necessary coordination with other Federal (e.g. F.C.C. and F.A.A.), State and County agencies has been completed and all required approvals and/or permits have been obtained.
- Coordinate frequency data with current lease or permit holders on the site, including a minimum 30-day comment period concerning the application.
- Demonstrate that the applicant has satisfactorily resolved any potential, or actual, interference problems identified by current site users or the Forest Service. This includes frequency interference, incompatibility issues and/or physical blockage or obstruction of signals posed by a proposal for a modified or new facility or structure.
- Incorporate any needed recommendations, changes or modifications to their original proposals, based on any required resource surveys, reports, NEPA decision documents, consultations and/or engineering reviews.

- Provide documentation that the applicant has received authorization from the F.C.C. or the NTIA/IRAC, if applicant plans to own and operate communications equipment inside the facility.
- Provide Forest Service form FS-2700-10, Technical Data Communication Type Land Use (Appendix C), for each transmitter frequency to be used.
- Provide plans for proposed facilities/facility modifications prepared by a licensed engineer or architect.
- Obtain plan checks and construction permits from the applicable Building Codes Bureau, Department of Labor and Industry.

4. Ensure that all written approvals have been obtained from the Forest Service prior to construction.

## V. Buildings, Towers, and Related Facilities Standards

### A. Co-location Standards

Use of existing and new facilities and improvements by more than one user is desirable and will be encouraged. Site applicants should take the lead in this area and design their proposals to accommodate multiple uses of facilities and improvements. This includes multiple uses of buildings, towers, solar generating systems, back-up generators, grounding systems, access ways and parking areas.

New facilities, or major modifications to existing facilities, must be designed to accommodate additional users-even if other users are, or could be, competitors.

Clustering of equipment is encouraged for multiple uses wherever feasible. Examples would be locating all solar panels and/or battery storage vaults in a single area, or co-locating these improvements as close together as possible.

Facility Owner/Managers are not required to lease facility space to others if they can prove to the authorized Forest Service officer that:

- a. Space is not available.
- b. The use is incompatible with the existing facilities (refer to compatibility guidelines in Exhibit 05 of FSH 2709.11, 90).
- c. Additional space is needed by the facility owner/manager, or
- d. Additional users would violate system security or safety needs.

## **B. Building Standards**

### **1. Modular Interiors**

Facility Owners/managers are encouraged to construct the interior of their buildings in a modular fashion, so that they can:

- Sublease sections to others if authorized by their lease;
- Provide tenants and customers with internal separation and security;
- Reduce physical interference; and
- Increase management effectiveness.

### **2. Building Materials**

The following materials are approved for construction of new/replacement buildings:

- Floors - concrete slab with drainage.
- Walls - fire resistant exterior materials, non-reflective Forest Service brown (color to be approved by Forest Service; see section *V.B.4 Building Colors*, below).
- Roofs - non-reflective metal painted to eliminate shiny surfaces, or other fire proof material as approved by the Forest Service (color to be approved by Forest Service; see section *V.B.4 Building Colors*, below).
- Partitions - concrete block, reinforced concrete preferred. Other materials will be considered provided a minimum 3-hour fire exposure rating can be assured.

### **3. Building Design**

The following building design criteria will be used for construction of new/replacement buildings:

- All new buildings must be single story.
- Size will be determined at the time of the application to take into consideration both the desirability for current and future co-location and site specific visual constraints.
- All construction must be designed to optimize the use of available space.
- All new construction, reconstruction, or major modification shall conform to the established technical standards and accepted engineering practices (i.e. the Uniform Building Code, most current edition).

### **4. Building Colors**

Exterior colors should make the building as inconspicuous as possible and blend with existing buildings. The intent is to blend with surrounding landscape and reduce or eliminate glare from reflective and/or illuminated surfaces such as window panes, sheeting and reflective paints. The Forest Service must pre-approve the paint color that is proposed for use on all exterior surfaces. Surfaces must meet this new standard when the current surface needs to be repainted.

### **5. Exterior Illumination**

Illumination from inside the building as seen from outside (including that from windows) shall be kept to the minimum necessary. The Forest Service must approve exterior lighting. Permanent security lights and other lights that remain on are prohibited.

## **6. Wiring and Grounding Systems**

All equipment is to be installed in metal cabinets or equipment racks that are grounded and shielded in accordance with accepted standards.

All electrical wiring and grounding must meet the "National Electrical Code" and applicable State codes. All permanent wiring shall be installed in metallic conduit. Surge protection shall be installed on all power distribution panels.

Every effort will be made to protect the equipment from lightning damage. Feed through lightning protectors should be used on all coaxial cable connection to equipment enclosures.

Polyphaser Gas gap or equivalent and Metal-Oxide Varistor protectors should be used on all control/audio and power lines to ground or disconnect these systems from a lightning strike.

Each building is to have its own separate grounding system for all users in that structure. Wherever practical, interconnection of individual grids and/or the simultaneous placement of a large diameter copper ground wire with any new grounding systems that are buried on the site will be encouraged.

Grounding shall be installed in accordance with accepted practices and standards such as the Bell Standards.

## **7. Construction Inspection**

Any required inspections for (re)construction and/or modification are the responsibility of the authorization holder. Copies of required inspections, as evidence of their completion are to be provided to the Carson Ranger District either as they occur or as part of the final as-built plan. Inspection information shall become a permanent part of the proponent's file.

A final set of as-built plans will be submitted to the Carson Ranger District within 90 days of acceptance of facility (if contracted), or of completion date.

## **8. Construction Methods**

The following is a list of requirements that an applicant for facility construction or modifications must follow:

- Temporary, on-site storage of construction materials will require pre-approval by the Forest Service.
- Excess soil from excavations will not be side-cast.
- All surplus construction materials and/or waste debris must be removed from the site and disposed of off National Forest System lands no later than thirty (30) days after construction has been completed.
- Overnight occupancy by construction personnel must be approved in advance by the District Ranger.

## **9. Building Plans/Permits**

All building plans must be stamped by a State licensed architect or engineer and certified that the proposed improvements comply with all County and State codes as well as meet the conditions of the Site Plan.

Final Forest Service issuance of authorizations to occupy the National Forest is contingent upon the proponent's submittal of a building permit.

### **C. Antenna Support Structures/Towers Standards**

#### **1. General**

Towers being replaced shall be dismantled and removed within one (1) year following the completion of new tower construction.

#### **2. Type**

All new and replacement antenna support structures/towers shall be self supporting and of lattice-type galvanized steel construction. Non-reflective galvanized steel structures will not require painting. Guy wires are prohibited

#### **3. Maximum Height**

The maximum permissible tower heights (antenna included) will not exceed the current tower height of 65 feet unless a site specific NEPA analysis and decision authorized a higher tower.

#### **4. Design Criteria**

New towers will be designed and constructed in accordance with current EIA/TIA-RS-222 standards.

Every structure shall be designed and constructed to resist stresses produced by lateral forces generated by seismic activity as per all applicable state and county seismic standards.

The Tram and related structures must meet applicable tram standards and provide for exclusion of the general public.

All engineering calculations and construction drawings must bear the stamp and signature of a structural engineer registered in the State of Nevada and be approved by the Building Codes Bureau, Nevada Department of Labor and Industry. Construction must be inspected and approved by the same.

Antennas, dishes and other incidental communications equipment shall be securely attached to the antenna support structure/tower so that they remain attached under any and all events for which the structure was designed.

#### **5. Cables and Wave Guides**

Grounding is to be installed in accordance with accepted, industry standards.

All new cabling will be jacketed and shielded and shall either be flexible or semi-rigid type. Existing substandard cables will be upgraded as repairs or replacement become necessary.

Cables will be properly installed and will be strapped and fastened down. When attaching cables onto a tower, an ice bridge or cable tray should be used and cable runs should be equally divided among all tower legs.

When securing cables to towers use rubber cushions or stainless steel hangers utilizing stainless steel or galvanized beam clamps. Any drilling or grinding of galvanized surfaces is prohibited. Hardware that will rust may not be used.

All wave guides are to be supported in accordance with manufacturer's specifications.

Unjacketed wave guides of any type are prohibited. No wave guides shall be left un-terminated.

#### **6. Receiving Satellite Antennas**

Microwave (dish) antennas diameter will not exceed the width of the structure to which it is mounted. The use of larger diameter dishes requires clear documentation showing that Visual Quality Objectives are met (refer to Section VII, F-Visual Quality).

Dishes are to be mounted as low as possible, but for safety reasons, no lower than fifteen (15) feet above the ground. Dishes will not be mounted higher than surrounding treetop height.

All radiating parabolic dish antennas need to be equipped with a radome (cover) to prevent wildlife from perching on the feedhorn within the near-radiating field. Radomes shall be a non-reflective color (non-white). Earth tones, such as gray or brown shall be required. Radomes will not include a manufacturer's trademark. Existing radome covers do not need to be replaced to meet the color requirement if functional. When replaced, they must meet the color requirement.

Fences, other structures, and dish location will be designed to prevent perching in direct line with the beam.

#### **7. Microwave Beam Paths**

All proposals for new towers and equipment must show projected microwave beam paths will not be crossing, or interfering with, any existing (microwave) beam paths at the site. Proposed beam path needs must be shown on Site Plan Base Map. Once in operation, the new user has the responsibility for correcting any microwave beam interference.

#### **8. Tower Lighting and Obstruction Marking**

Tower lighting and obstruction marking is prohibited. Proponents/applicants for increasing the height of an existing tower or constructing a new (replacement) tower must file with the Federal Aviation Administration (FAA) for a aeronautical study to evaluate and determine the need for tower lighting and obstruction marking. The Forest Service will disapprove applications that result in FAA/FCC recommendations for tower lighting and obstruction marking.

#### **D. Utilities**

Emphasis is placed on producing the widest availability and distribution of sufficient amounts and quality of service with the least impact to the site.

##### **1. Commercial Electric Power**

Commercial electrical power is supplied by Sierra Pacific Power Company. Installation of power lines will be authorized by permit or permit amendment to Sierra Pacific Power Company. Power lines will be placed underground, at least 48" deep wherever possible, and will be posted. All wiring shall conform to the National Electrical Safety Code. Every effort should be made to protect equipment from lightning damage.

##### **2. Telephone Service**

SBC of Nevada provides commercial telephone service to this site. Telephone lines will be placed underground and authorized to the utility company.

##### **3. Emergency Power Generators (permanent installation)**

If requested, a maximum of one (1) auxiliary generator per facility will be permitted. Whenever possible, generators should serve more than one building. Generators should be self-contained within a separate enclosure, room, or building. All generators will be fueled by L.P. gas (propane). Generators, fuel tanks, and fuel lines must be installed to meet local and State safety requirements, including the Emergency Planning and Community Right to Know Act (EPCRA). Fuel lines must be buried a minimum of 24" deep where possible and will be posted.

Tanks will be installed the appropriate minimum distance from any building and signed in red letters "SMOKING OR OPEN FLAME PROHIBITED WITHIN 20 FEET".

Existing vegetation, landform, or an acceptably painted enclosure shall be used wherever possible to provide visual screening for tanks and generators.

##### **4. Sanitation Facilities**

If new/additional sanitary facilities are needed, the Facility Owner/Manager will provide temporary sanitary facilities in a manner and location satisfactory to the Forest Service.

##### **5. Security Fencing**

The tower at this facility has security fencing. If needed at additional areas, the fence must be chain-link. The fence will be approximately 6'-8' in height, and properly grounded.

## **VI. Telecommunications Use Standards**

### **A. Senior Use Protection**

The most senior use at this site is low power broadcast translator. The other senior uses at the various sub-sites are two-way radio, microwave repeater, amateur and cellular. The site is designated for low power uses only. The maximum power output expressed as ERP for the remaining sub-sites on National Forest system lands at Galena Communications Site is based on the maximum output allowed for two-way radio under the Federal Communications

Commission's rules at Title 47, Code of Federal Regulations, Part 90. As of the 2003 regulation, that would be 500 watts ERP. The 500 watt ERP output limit does not apply to microwave uses above 2000 Mhz. Each use must operate at or below the power level authorized by their respective FCC license as long as it does not exceed the site limitation and uses no more power than the actual power necessary for satisfactory operation. This power limitation does not preclude existing and new uses from being designed, operated and maintained to meet other interference, noise floor, receive sensitivity, or RFR standards included in this plan.

#### **B. Broadcast Uses**

High power broadcasting uses are not authorized on the National Forest system lands at Galena. Low power broadcast translators and low power FM will be allowed when this continuous transmission use does not interfere with the senior use.

#### **C. Two-way Use**

Two-way uses are for non-broadcast types of communications and include uses that are personal or private, commercial or non-commercial, or are for resource monitoring purposes. As long as the following two-way uses are consistent with the Galena Communication Site Plan and any inherent incompatibility/interference issues can be successfully mitigated, they will be permissible at this site.

Those two-way uses that are authorized at this site include:

- Microwave-Common Carrier (commercial use)
- Microwave-Industrial (industrial use)
- Private Mobile Radio Service (industrial use)
- Commercial Mobile Radio Service (commercial use)
- Cellular Telephone and PCS (commercial use)
- Facility Manager (commercial use)
- Resource Monitoring Site
- Passive (Microwave) Reflectors- authorized on a case by case basis.
- Wireless ISP (Microwave) uses if not licensed must be designed, operated and maintained to FCC type standards so as not to cause interference.

#### **D. Amateur Radio Use**

Amateur uses must be designed, maintained, and operated under the same rules and regulations as other Galena site users in order to protect the senior uses and site quality.

#### **E. License Requirements**

All FCC licensed or NTIA/IRAC authorized equipment shall be operated in full accordance with all applicable rules and regulations of these entities and shall have a current license or authorization posted on or in close proximity to said equipment.

A copy of all FCC licenses and/or NTIA/IRAC authorizations shall be provided to the Forest Service.

#### **F. Equipment Ownership**

All equipment shall be labeled with:

- The owner's and/or licensee's name;

- Transmitter frequency(ies);
- Transmitting power output(s);
- A current 24-hour phone contact number, and
- A valid FCC, or NTIA/IRAC authorization.

### **G. Transmitting Equipment**

All transmitters will have protective devices, designed into or externally installed, to prevent interference to other users. All transmitters will meet type acceptance criteria.

The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system will be prevented by the use of bandpass filters and dual isolators.

The direct radiation of out-of-band emissions (i.e. noise or spurious harmonics) will be reduced to a level such that they may not be identified as a source of interference as defined in the FCC Rules and Regulations (e.g. Part 90.209(e)).

All transmitters not in immediate use and not specifically designated as standby equipment shall be removed. Loads connected to circulators are to be capable of dissipating the total power output of the transmitter.

### **H. Receiving Equipment**

A bandpass device (cavity, crystal filter, etc.) is recommended at the input of all receiving devices. Cavity filters, or other protective device, may be used at receiver inputs to reduce interference.

Where duplexing is used, use of the notch type device should be avoided. In situations where a notch type device is used, a bandpass filter must be used with the transmitter.

### **I. Interference**

Interference and its correction shall be described in the same terminology as is present in the FCC Rules and Regulations as amended. Communications site users will be held accountable for those same standards commensurate with the state of the art equipment. See the Flowchart Appendix D.

Preventing, or reducing, frequency and/or physical interference starts with the frequency notification process, which is the responsibility of each new applicant or existing user applying for equipment/facility modifications.

The responsibility for correcting interference problems is a matter for resolution between the new site applicant and the affected lease or permit holder(s). The FCC or NTIA/IRAC will only become involved when the new applicant and the affected party(ies) can't resolve the problems. The Forest Service does not have any authority for correcting interference problems, but can act as a mediator to help all affected parties.

Applicants, whether Facility Owner/Managers, tenants or customers, are responsible for identifying potential interference problems and should resolve them before they are raised to the attention of the FCC, NTIA/IRAC or the Forest Service.

Before the Forest Service will authorize new equipment at the site, it is the responsibility of an applicant to coordinate with other authorized lease holders on the site to identify potential interference problems and correct/mitigate such concerns in a mutually satisfactory manner ( See Section IV.-C). Once an applicant receives a site authorization (i.e. lease or special-use permit), it is still the responsibility of the newest user to correct any interference problems that develop due to the addition of new equipment or new frequencies at the site.

Interference with law enforcement and/or emergency communications must be corrected immediately.

The decision not to issue a Lease, special-use permit or lease/permit amendment due to unresolved interference problems or incompatibility issues, rests solely with the Forest Service.

## **VII. Natural Resource Protection Standards**

### **A. Vegetation**

Any proposed development will be planned so as to retain as much of the native vegetation as possible. As a condition of lease/permit issuance, the applicant may be required to make supplemental or replacement plantings of species in quantities approved by the Forest Service.

### **B. Noxious Weed Control**

All authorized communication site users will be responsible for prevention and control of noxious weeds, and will provide preventive measures and annual control as required by the Forest Service. When determined necessary the authorized communication site users and the Forest Service will jointly develop a specific plan for noxious weed prevention and control. Noxious weeds are defined as those plant species listed by the Humboldt-Toiyabe NF and County Weed Control Board.

All gravel or fill material will come from a weed free source.

### **C. Soils/Watershed**

Plans for new construction or modifications shall provide for restoration of disturbed areas and for proper handling of run-off from buildings, parking areas, access roads, and undeveloped related interspaces.

Plans for new construction or major reconstruction that result in vegetation removal and/or ground disturbance shall specify provisions for site rehabilitation measures including but not limited to stabilization, soil replacement, vegetation re-establishment, and off-site drainage impacts.

Existing natural vegetation will be preserved where possible. All erosion control/soil rehabilitation plans require Forest Service approval.

#### **D. Cultural Resources**

If historical, archaeological, or paleontological items are discovered, all activities that could potentially affect the discovery will immediately cease and the Forest Service will be immediately notified. Activities will not resume until the Forest Service approval to resume is given.

#### **E. Wildlife**

Naturally occurring wildlife species on site will not be disturbed nor purposely attracted to the site. Garbage and other possible attractants will be removed promptly.

Substances known to be hazardous to wildlife will be stored securely away from animals. Exterior use of pesticides will be allowed only after review and approval of the Forest Service and in strict conformance with prescribed regulations and label directions. To obtain approval, holders must file a Pesticide Use Proposal (Form FS-2100-2) with the Carson District Ranger.

#### **F. Visual Quality**

This site is easily visible in the middle ground to background from viewpoints that are 360 degrees around it, including residences and recreation sites.

The Humboldt-Toiyabe Forest Plan has established a Visual Quality Objective (VQO) of Partial Retention to be met at Galena as seen from all surrounding areas in the mid ground and background views. This means that the constructed features and any associated landscape modifications may be discernable but must not be visually dominant.

In order to minimize visual impacts to the surrounding area, plans and applications for building and tower modifications/reconstruction or new construction must include assurances that the VQO of Partial Retention will be met. To meet partial retention, careful consideration must be given to building and tower height, shape, siting, use of land form and existing vegetation for visual screening, configuration, line, exterior color, and texture of facilities, and the overall concept of efficient land use through building consolidation and shared use of towers.

Careful site planning along with adherence to the requirements found in the "Buildings Towers, and Related Facilities" section of this plan will contribute to the long-term protection of the visual resource and assure minimal visual impacts due to the site.

The following items are required to meet the Visual Quality Objectives of Partial Retention:

- All current and future tower facilities will be limited to the existing tower height of 65'.
- Use of tower types as specified in Section V.C.2
- Limiting large bulky objects attached to towers (microwave dishes) as specified in Section V.C.6.

- Use of building colors as specified in Section V.B.4
- Use of building materials and design as described in Section V. B 3
- Use of fencing materials/color as specified in Section V. B 5

## **VIII. Safety**

The safety of all authorized communications site personnel and any public visiting the surrounding attractions is of paramount importance. Ensuring safe working and recreational environments is a responsibility shared by each facility owner/manager, permit or lease holder, or site user, and the Forest Service.

### **A. Authorized Personnel Safety**

It should be recognized that the Galena Communications Site poses both known and potential hazardous conditions. Some of the known hazardous environments are climatic, physical, electromagnetic, and chemical in nature.

Authorized personnel must become knowledgeable of said hazardous conditions and environments, particularly in and immediately adjacent to their work areas, and must take necessary actions to minimize or eliminate any harmful effects there from.

Facility owners and managers shall comply with all applicable HAZMAT regulations and provide the Forest Service with a copy of any required permit and/or spill plan.

### **B. Public Safety**

Most of the electronic communication facilities on public land at Galena are accessible to the public, either by vehicle or foot. Many of the hazardous environments to which authorized personnel are exposed pose a hazard as well to the visiting public. All communication site facilities must have posted warning of the danger to visiting public. Entry to all communication site facilities, including the tramway, must be clearly blocked or restricted to authorized personnel only.

### **C. Fire Protection**

Fire protection and prevention measures shall be accomplished by each facility owners and managers in accordance with lease/permit conditions and applicable Federal, State, and county laws, regulations, orders, and ordinances.

Facility owners and managers will keep grasses, forbs, and shrubs less than 12 inches high within 30 feet of buildings and other facilities. Washed gravel may be used up to 15' from facilities for vegetation control. The graveled surface will not extend outside the security fencing. All tree trimming requires advance approval from the Forest Service.

The roof of any structure shall be kept reasonably clear of leaves, twigs, and other debris at all times.

All fire protection standards and flammable vegetation clearance must be accomplished by July 15 of each year, unless otherwise agreed to, and then maintained throughout the fire season.

The holder is encouraged to prepare a fire plan for its facilities. This plan should detail fire prevention measures, fire suppression procedures for fires occurring/originating within the building or as a result of permit operations, locations of smoke alarms and fire extinguishers and inspection schedule for same, and notification procedures for fire emergencies. All tenants/customers within the building should familiarize themselves with the plan's contents.

Smoking is prohibited while walking or working in flammable vegetation.

Explosive or flammable materials shall be stored in conformance with the requirements of local fire regulations. Flammables will be placed in closed containers and stored away from sources of ignition and combustible materials. If explosives or flammables are stored within a building, the facility will be locked, properly signed and well ventilated.

Maintain approved spark arresters on all internal combustion engines.

At least one (1) U.L. rated 40 BC dry chemical fire extinguisher is required inside of each building. Annually, by July 1<sup>st</sup>, fire extinguisher(s) shall be inspected and refilled, if necessary.

Holder will comply with any forest fire restrictions.

During periods when forest fire restrictions are in place the facility owner / manager will obtain written approval for all spark producing activities such as; blasting, welding, or use of a cutting torch or fires.

All debris burning requires prior Forest Service approval.

For any construction, the Forest Service will work with the facility owner or manager to develop a separate Construction Fire Plan.

Any fire will be immediately reported by phoning "911" or the Humboldt-Toiyabe National Forest Minden Dispatch at (775) 883-5995.

#### **D. Flammable Liquids and Hazardous Chemicals**

Flammable and combustible liquids must be stored only in approved safety containers and in cabinets or buildings approved for that purpose. "NO SMOKING" signs must be posted in conspicuous locations.

Hazardous chemicals should be stored only in their original labeled containers within cabinets and/or buildings approved for that purpose and only with chemicals with which they are compatible. All safety cans and storage cabinets need to be OSHA approved for the type of use.

Stored amounts should not exceed normal "housekeeping-type" quantities.

Disposal of excess or unusable hazardous chemicals and empty containers will be off of NFS lands and will be in accordance with label directions and Federal, State, and county laws and regulations.

Pesticides may not be used without the written approval of the Forest Service.

#### **E. Falling Ice**

If identified as a hazard, ice shields may be incorporated into the construction of antenna support structures to provide a reasonable measure of protection to people and property from falling ice. In addition to this requirement, some holders have installed de-icing mechanisms to protect people on the ground and valuable equipment and facilities.

#### **F. Radio frequency (RF) Radiation Exposure**

Galena is designated as an open public site for RFR compliance purposes.

The American National Standards Institute "Radio Frequency Protection Guides" (ANSI C95.1-1982) shall be the guideline for determining acceptable human exposure to non-ionizing radiation levels. All communications uses must meet ANSI, FCC, and Forest Service regulations, guidelines and standards, concerning radiation limitations.

All applications for new antennas or frequencies, modifications to existing antenna/equipment facilities, and license renewals submitted to FCC must be certified by the applicant or holder that the RF radiation of operating the equipment/ facility will not have a significant impact on the human environment.

#### **G. Law Enforcement**

The Washoe County Sheriff's Department is the key law enforcement agency and will handle most civil and state criminal matters. The Forest Service is responsible for enforcing Federal regulations relating to the protection and use of National Forest System lands and resources.

#### **H. Security**

Patrol and policing for security purposes is the holder's responsibility. Security fencing is required for all facilities; refer to Section V. D – Fencing for specific fencing standards.

All buildings will be identified by a minimum six-inch (6") high number clearly visible from roads and/or driveways. The numbering scheme in Appendix B will be used.

A 24-hour contact phone number(s) will be posted on the main door(s) into the building and on fence gates where appropriate.

### **IX. Site Maintenance/Housekeeping**

All facilities will be maintained in a manner that protects the safety of the public, lessee and lessee's authorized agents, and to eliminate interference or inter-modulation sources due to loose wires, etc.

The facilities will be maintained to present a clean, neat, and orderly appearance.

Miscellaneous debris, remaining after any construction and/or equipment installation, removal or modification, will be removed on a daily basis and properly disposed of off NFS lands.

All abandoned or decommissioned equipment/facilities will be removed from NFS lands and the site restored to a near natural condition.

All trash, garbage will be disposed of daily off of NFS lands. No outside trash or litter containers will be provided. Policing of litter in common areas (i.e. areas between buildings and developed sites) is a shared responsibility among all site authorized communication site users.

Brush, limbs and other vegetative materials will be disposed of in a manner specified by the Forest Service.

## **X. Future Site Development and Management**

Current facilities are at about 15 % of their optimal capacity. Development of new facilities will generally not be approved until current facilities are being optimally utilized.

The Forest Service reserves the right to approve a new facility. Actual authorization of any unused future development sites must be according to a decision resulting from the appropriate NEPA process.

## **XI. Inspections**

The lease holder is to provide an annual technical inspection report on the facilities and equipment covered by the special use authorization. The technical inspection should assure that authorized equipment is operating within the specifics of the Site Management Plan, the FCC authorization, and the manufacturer's specifications. In addition, the inspection should assure that the permitted equipment is secure, free of rust, properly grounded, and otherwise properly operated and maintained. The technical inspection report, certified by the lease holder to be accurate, is to be provided to the District Ranger at the Carson Ranger District.

The Forest Service may also conduct periodic reviews to monitor for lease/permit compliance.

## **XII. Access/Roads Administration**

Access to Galena Communications site is from Highway 431 just west of the Mt Rose Ski area on Forest Development Road 051 to the site. This road is gated and vehicle access is controlled. The road is a popular hiking trail to the Mt Road Wilderness. All vehicle traffic on this road must take precautions to ensure public safety. Precautions include limiting speed and dust generation and yielding to pedestrians when necessary.

The Galena Communications site can also be accessed by helicopter. Because of the proximity of designated wilderness, helicopter flight operations should attempt to follow

FAA advisories pertaining to the overflight of wilderness when doing so does not present a safety hazard.

Road maintenance is accomplished as funds permit. The reconstruction or maintenance of the access road will be covered by a separate authorization.

Users who cause damage or disturbance to the access road, including ditches, culverts, roadside vegetation, signs and underground utilities/facilities, will be required to make restitution to conditions equal or superior to exceeding those prior to the time of damage.

### **XIII. Fees**

The Forest Service will charge the lessee an annual land use fee based on the fee schedule published in FSH 2709.11, 90 which is updated annually. Fee computations will use the Truckee/Tahoe population area.

Fees that Facility Owner/Managers may charge their tenants and customers are to be:

1. Reasonable and commensurate with the uses and occupancy of the facilities and services provided to tenants and customers; and
2. Consistent with, and not in excess of, other fees for similar facilities.

### **XIV. Holder Association/Advisory Group**

Site Associations and Advisory Groups with only one facility are not necessary. If multiple facilities are ever authorized at this site, an Association may be desirable at that time. The goal of a Site Association is to maximize the effective use of the site. The objective of a sanctioned association would be to represent all site users as a group when dealing with the Humboldt-Toiyabe National Forest on matters relating to site administration. The association would be able to work in cooperation with the Forest Service to identify problems or opportunities and make recommendations to the Forest Service for any changes in operations or management at the site. The association could also provide input to the Forest Service regarding the future addition of equipment and facilities at the site. The Forest Service would be a member of such a group and would help formalize a charter (i.e. the ground rules). While the advice and recommendations of the association would not be binding on the Forest Service, the input provided could be mutually beneficial.

In the absence of a formal Site Association, the Forest Service might utilize a User Advisory Group, which could make suggestions and/or recommendations for addressing specific issues.

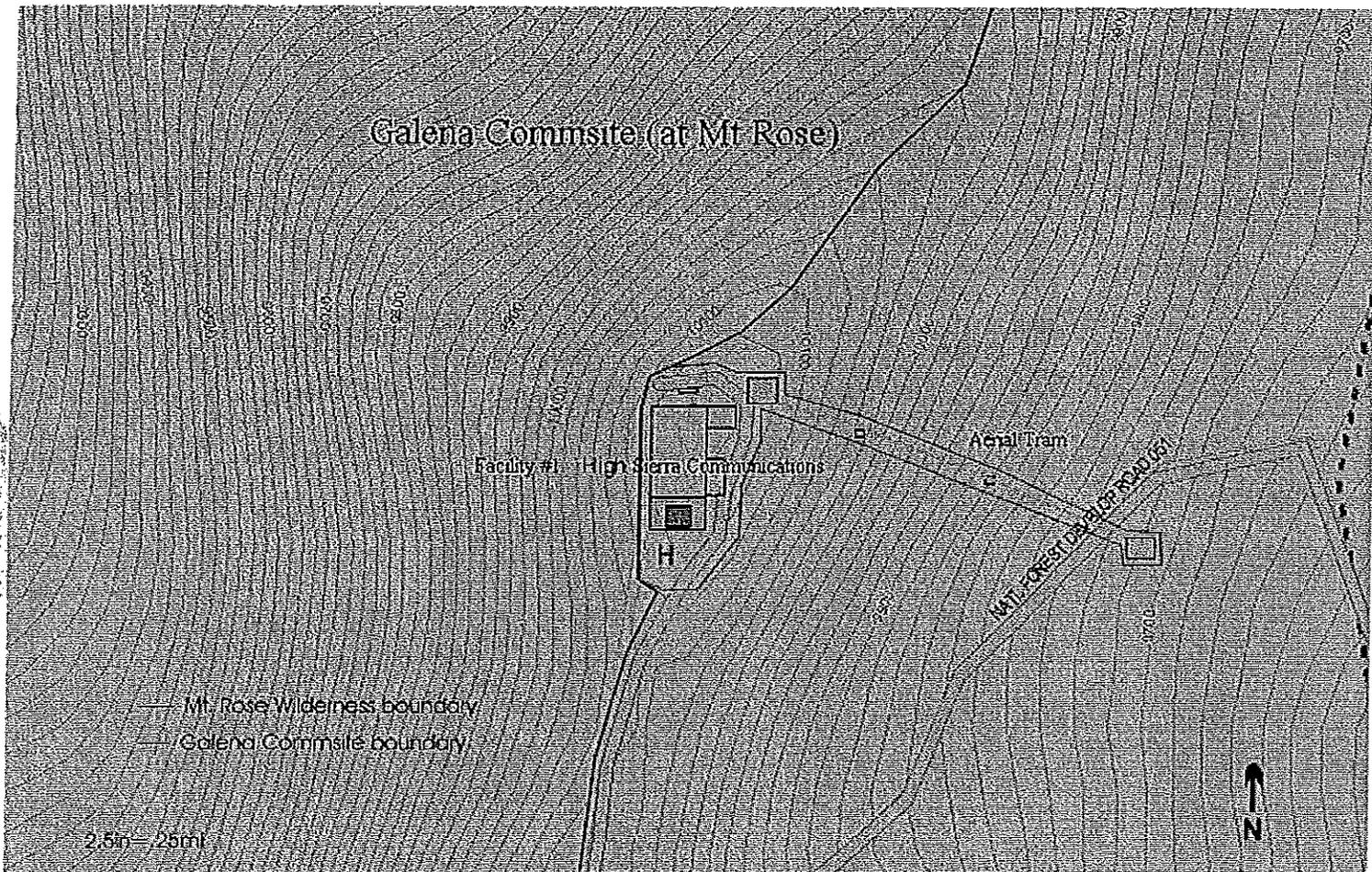
### **XV. Appendices**

- A. Site Plan Map**
- B. Current Authorized Facilities and Owners**
- C. Technical Data Sheet, FS-2700-10 form**
- D. Flowchart for Evaluating Proposed Uses**
- E. Site Pictures**

\*\*\*END\*\*\*

APPENDIX A

Site Plan Map



**APPENDIX B**

**GALENA – AUTHORIZED FACILITY TABLE**

<b>Facility # Name</b>	<b>Auth #</b>	<b>Use</b>	<b>Building</b>	<b>Tower</b>	<b>Access/ Parking</b>	<b>Other</b>
<b>Facility #1 High Sierra Communications</b>	<b>CAR402602</b>	<b>CMRS</b>	<b>52' x 78' metal and concrete</b>	<b>65' lattice Antenna mounts of the building and on the old helipad above the annex</b>	<b>Access and parking</b>	<b>Tram and related structures. Fence around tower base.  Propane tank (owned by CalTrans)</b>

## APPENDIX C

### Technical Data Sheet

USDA Forest Service

FS-2700-10 (9/96)

OMB No. 0596-0082

USDA Forest Service  
 Technical Data  
 Communication  
 Type Land Use  
 (Ref. FSM 2700)

**INSTRUCTIONS:** Applicant completes system items 1 to 16, and submit this form, license(s), along with an application to place communication equipment on National Forest System land. This form is authorized by Federal Land Policy and Management Act of 1976, P. L. 94-579 to evaluate the requested use and no authorization may be issued unless this form is completed.

1. Applicants's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City State & Zip Ccde: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

2. Location Applied For:

Site Name: \_\_\_\_\_ Forest: \_\_\_\_\_ District: \_\_\_\_\_

3. Technical Data:

a. License number and call sign	_____
b. Date license issued	_____ (mm/dd/yyyy)
c. FCC/NTIA eligibility	_____
d. Class of service (FCC/NTIA symbol)	_____
e. Type of emission (FCC/NTIA symbol)	_____
f. Transmit output power (watts)	_____
g. Transmit output (Effective Radiated Power)	_____
h. CTCSS control tone (Hz)	_____
i. Receive frequency crystal	_____
j. Receiver IF frequency 1	_____
frequency 2	_____
k. Receive frequency	_____
l. Transmit frequency crystal	_____
Multi 1	_____
Multi 2	_____
Multi 3	_____
Multi 4	_____
Output	_____

4. Control Method:  
Wireline  Radio Link  Local   
Repeater  Microwave  Other

5. Control Frequency \_\_\_\_\_

6. Antenna Type:  
Omnidirectional  Directional  Polarization  Gain \_\_\_\_\_ dB  
Height to top of antenna from ground level \_\_\_\_\_ ft.; Dish Diameter \_\_\_\_\_ ft.  
Beam path with \_\_\_\_\_ deg.; Azimuth \_\_\_\_\_ deg.; Tilt \_\_\_\_\_ +/- deg.;  
Name of place beam goes to: \_\_\_\_\_ Beam path length \_\_\_\_\_ ft.

7. Tower Type: Pole – Guyed  Self-Supporting  Height \_\_\_\_\_ ft.  
Metal – Guyed  Self-Supporting  Height \_\_\_\_\_ ft.

8. Ground elevation above sea level at the base of the tower \_\_\_\_\_ ft.

9. Tower: Latitude: \_\_\_\_\_ Longitude \_\_\_\_\_

10. Chief Engineer or Service company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number ( ) - \_\_\_\_\_ Emergency Number ( ) - \_\_\_\_\_

11. Will station have commercial power? Yes  No

12. Will station have standby power plant? Yes  No

13. Will station have commercial telephone? Yes  No

Area code and Phone number ( ) - \_\_\_\_\_

14. Attached (check appropriate block(s)):

- Current FCC License/NTIA Radio Frequency Authorization
- FCC License Application
- FCC Construction Permit with Land Owner (FS) sign-off

15. Additional Information:

NOTICE: Title 18, U.S.C. Section 1001, makes it a crime for any person to knowingly and willfully make any false, fictitious, or fraudulent statements or representations to matters under the jurisdiction of the United States Government.

16. Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ (m/dd/yyyy)

FOREST SERVICE USE ONLY

Certify Technical Review

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

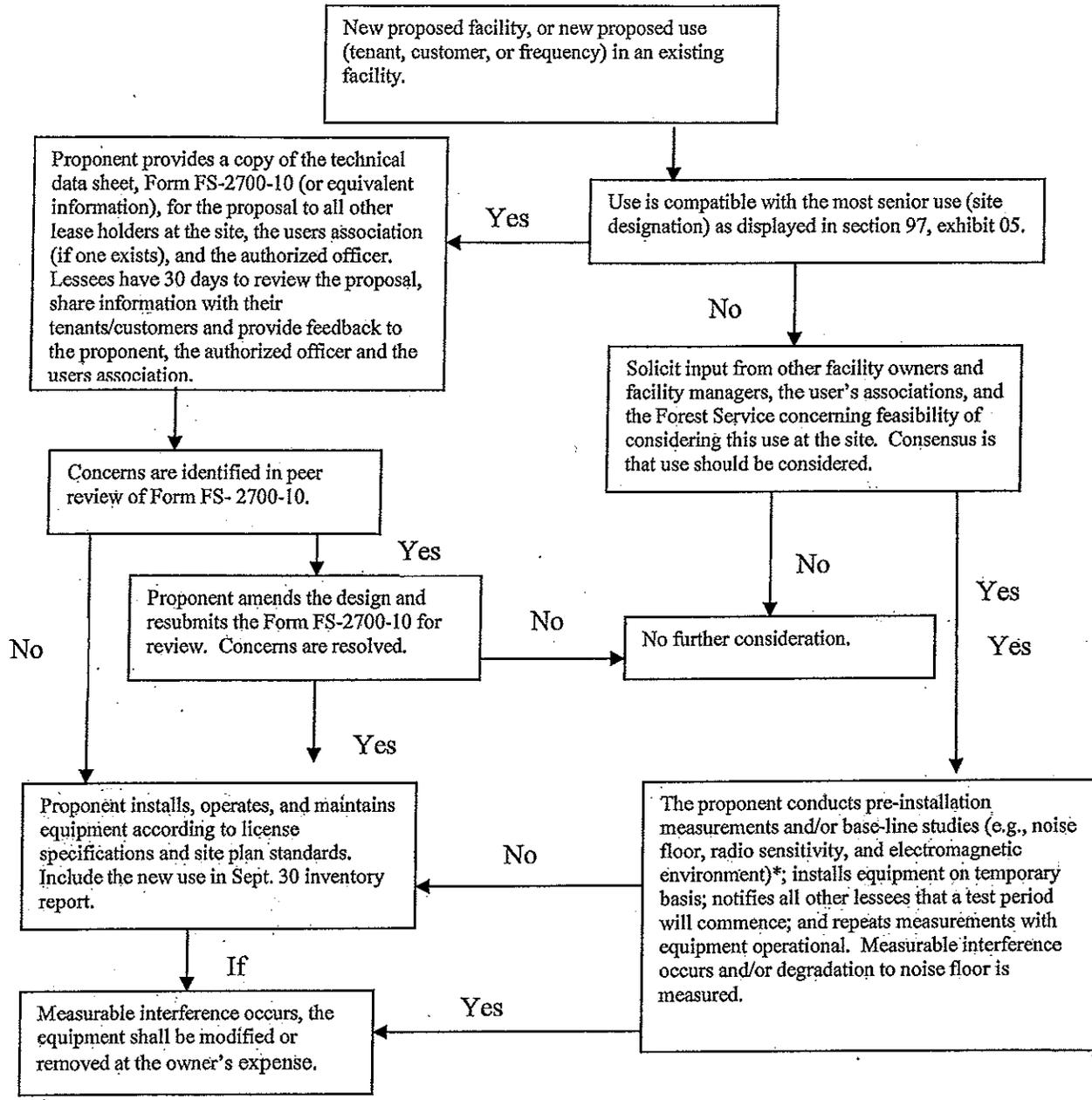
This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for review instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

**Exhibit D**

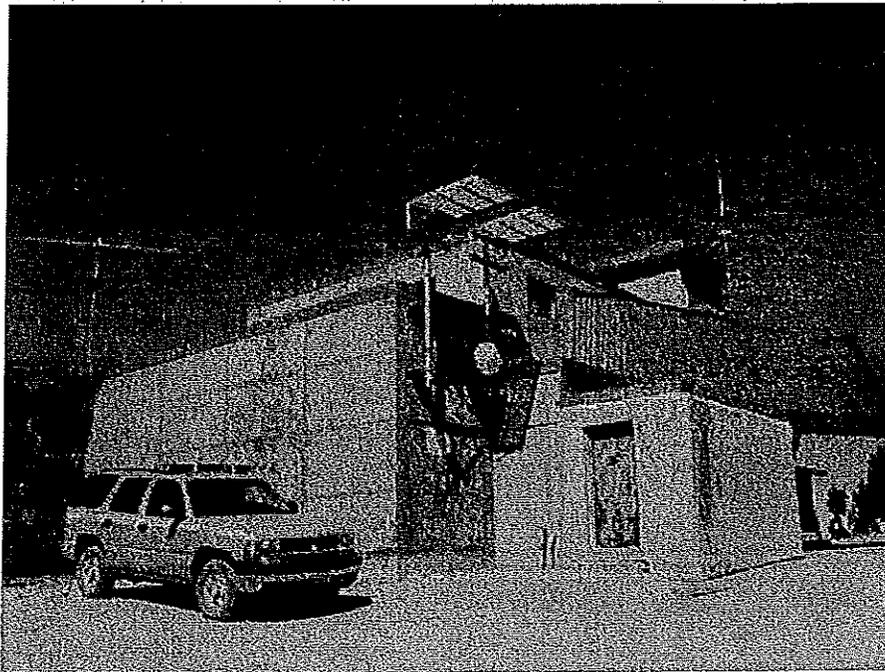
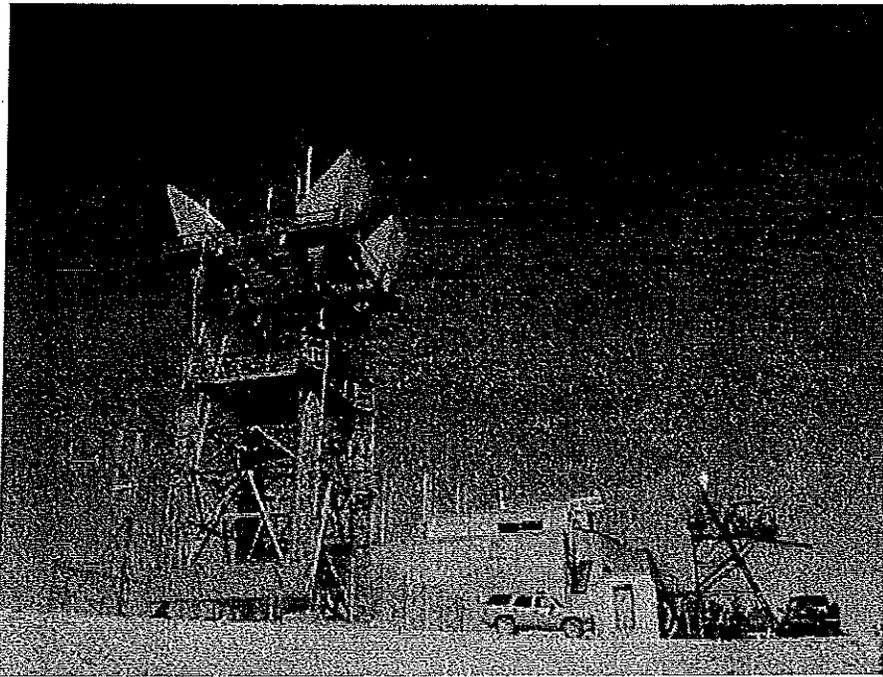
**Flowchart for Evaluating Proposed Uses**

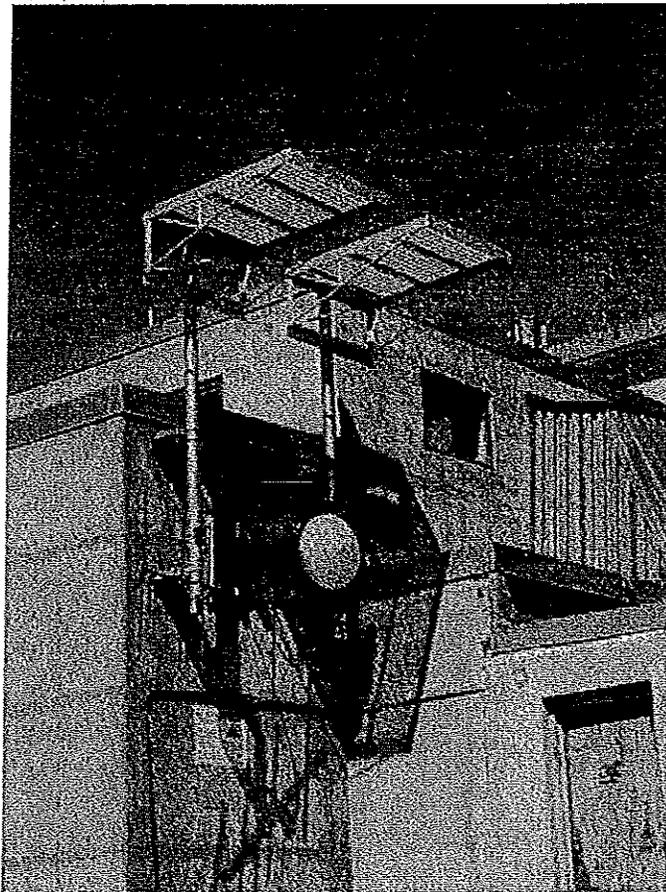


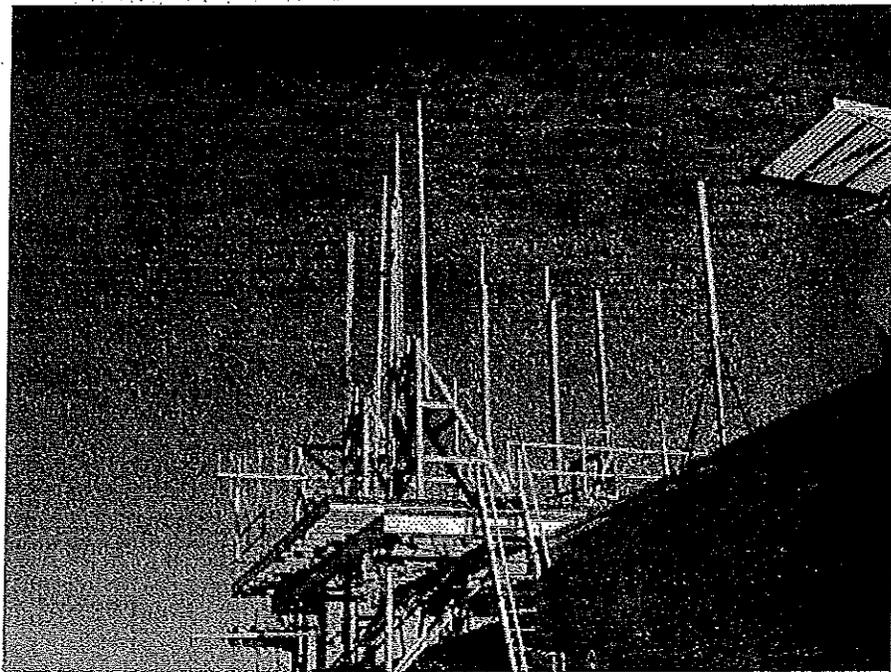
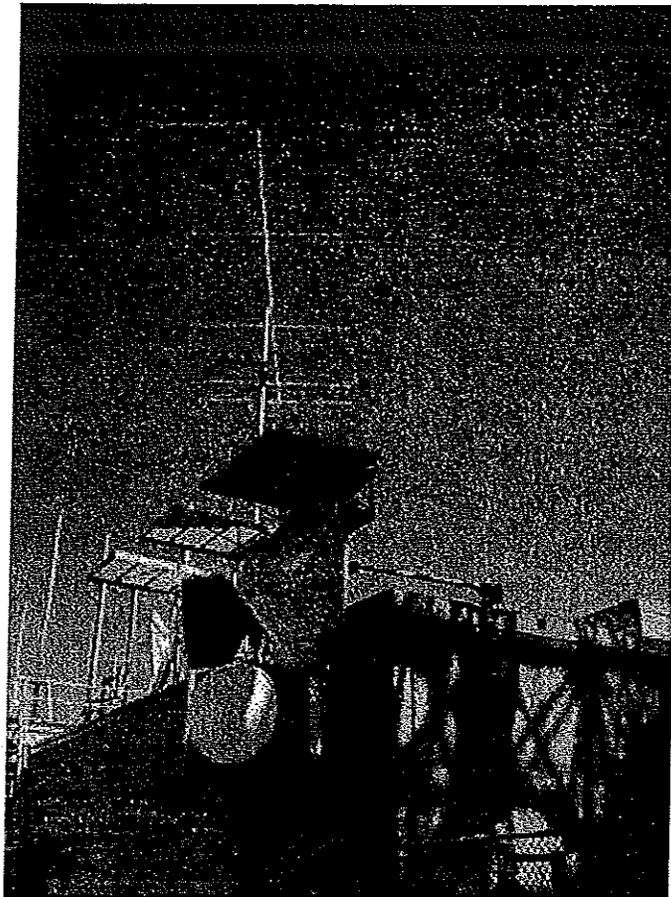
\* The users association, a majority of leaseholders, and the Forest Service authorized officer shall determine the minimum pre- and post-installation studies and measurements that are reasonably necessary to protect existing uses from interference or degradation of the noise floor.

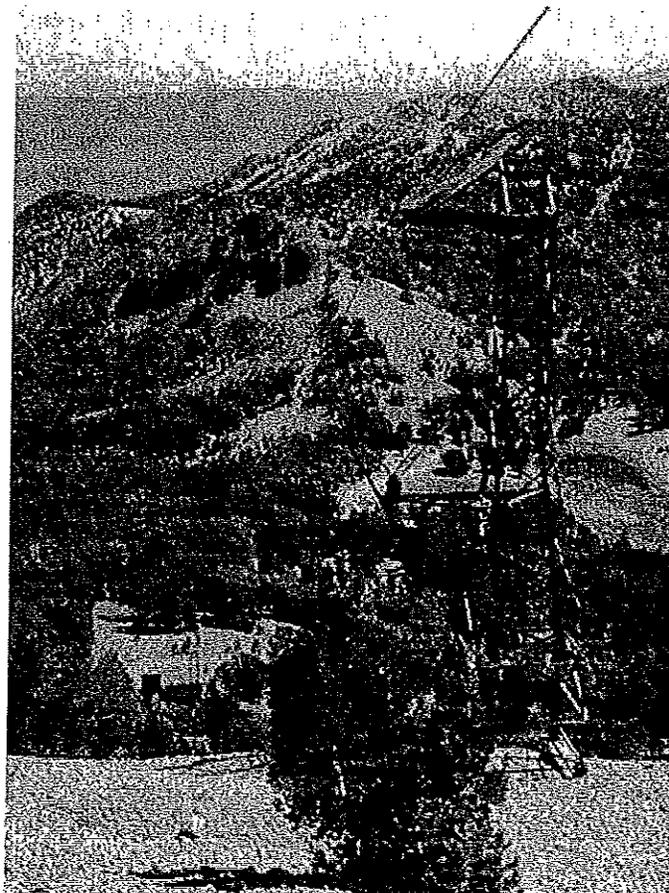
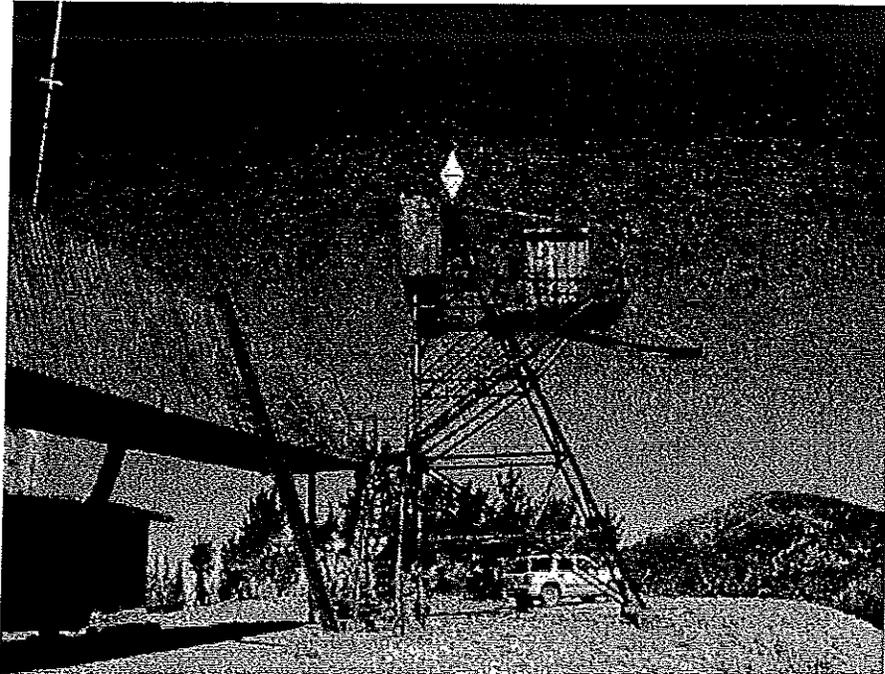
\* The nature of the pre- and post-installation studies and measurements will be determined by the users association, majority of lease holders, or forest officer that are the minimum reasonably necessary to protect existing uses from interference or degradation of the noise floor.

APPENDIX E  
SITE PICTURES









ATTACHMENT C

Attached to Lease Agreement dated \_\_\_\_\_ between  
High Sierra Communications, Inc. (LESSOR)  
and  
County of Washoe, Telecommunications Department (LESSEE)

Site Standards

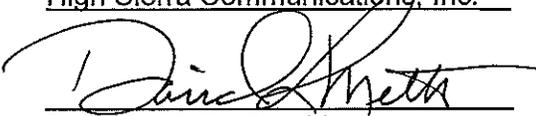
County of Washoe, Telecommunications Division wants to confirm that all Site Installation Standards have been met at time of installation. This is to insure that High Sierra Communications is satisfied that all its requirements have been met and that Washoe County Telecommunications Division can co-exist with the other tenants at the facility.

1. All equipment shall be installed in the places assigned by High Sierra Communications.
2. Tenants name, phone number and frequencies shall be clearly marked on cabinet(s) or equipment rack(s).
3. Tenants FCC license or IRAC certificate shall be posted on the cabinet(s) or equipment rack(s).
4. Equipment shall be grounded to the site grounding system.
5. Ground kits shall be used on all transmission feedlines, near the antenna, the point where the transmission feedline leaves the tower and at the building entrance.
6. A coaxial surge protector shall be used on all feedlines, and shall be located inside the building near the entry bulkhead. The surge protector shall be connected to the ground buss bar located near the entry bulkhead.
7. Loose metal objects, snap-on clips and wire wraps are not permitted on the towers.
8. All metal parts used on the towers shall be stainless steel or hot-dip galvanized.
9. All transmission feedlines outside the building shall utilize a solid outer conductor.
10. All transmission feedlines and associated jumpers inside the building are required to be 100% shielded.
11. Loosely hung or excessively coiled cables are not permitted.
12. Interior cable runs shall be made in a neat, professional manner and approved by High Sierra Communications.
13. UHF connectors shall have a Teflon dielectric.
14. All transmitters shall include an isolator, harmonic filter and band pass filter, as specified on page two "Required Filtering for Transmitter Equipment".
15. In addition to the above standards, specific instructions may also apply.

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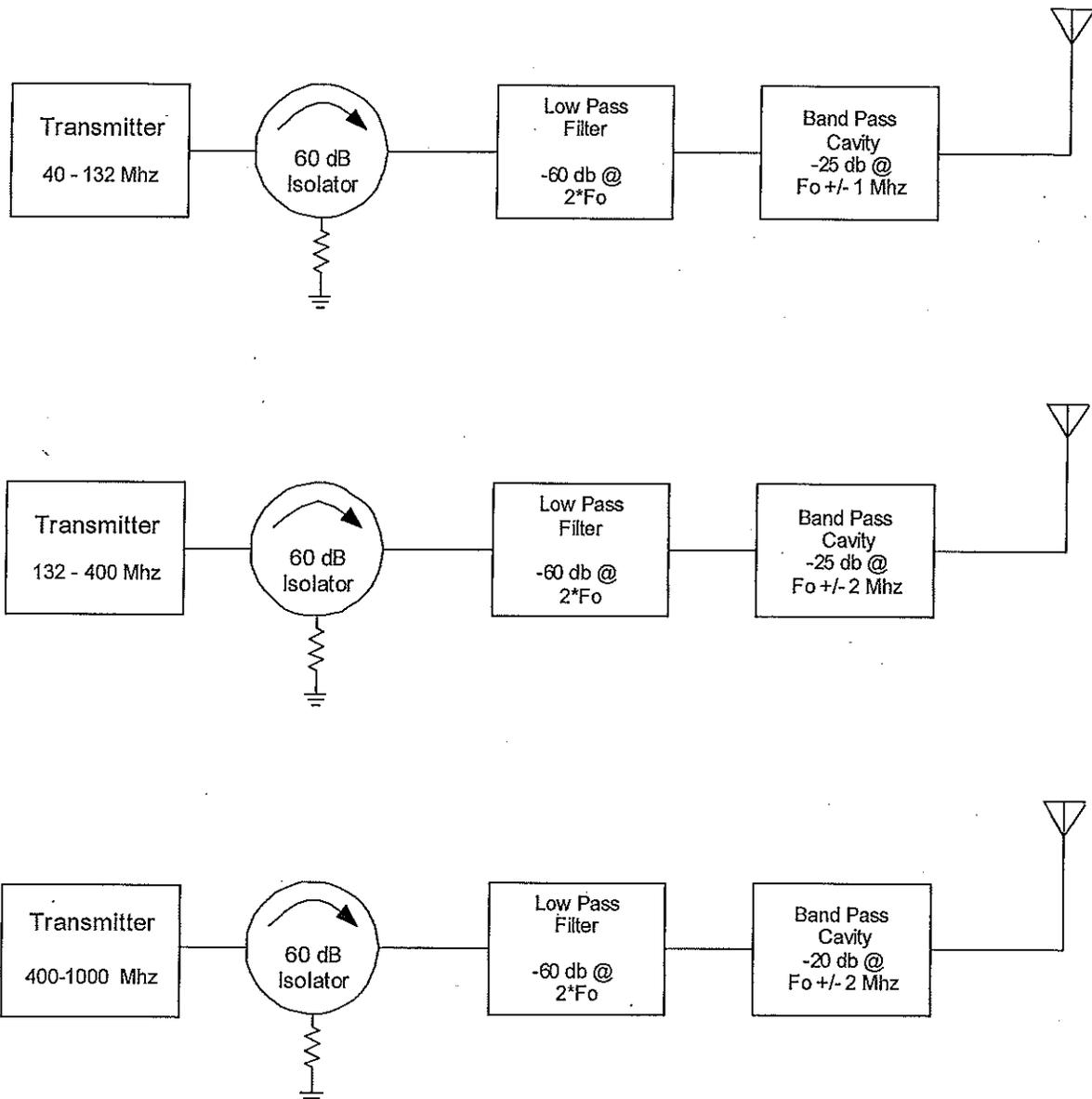
I have reviewed the Site Installation confirmation sheet and inspected the site and agree that all the site installation standards comply with High Sierra Communications installation practices.

Company: High Sierra Communications, Inc.

Signature:   
David L. Metts, President

Date: 9-25-06

## Required Filtering for Transmitting Equipment



# Galena Commsite (at Mt Rose)

Facility #1 High Sierra Communications

Aerial Tram

Mt. Rose Ski and Snowboard Area

- Mt. Rose Wilderness boundary
- Galena Commsite boundary

2.5in = 25m

