AGENDA COVER MEMO

Memorandum Date: September 9, 2025

Order Date: September 30, 2025

TO:	Board of County Commissioners
DEPARTMENT:	Technology Services
PRESENTED BY:	Stephanie Stevens
AGENDA ITEM TITLE:	ORDER/IN THE MATTER OF APPROVING LEASE CONTRACT AND AMENDMENTS WITH DAY WIRELESS FOR FIRE RADIO EQUIPMENT ON QUARRY HILL, AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN CONTRACT AND AMENDMENTS.

I. MOTION

Move to approve lease assignment to move the Fire Radio lease with Day Wireless on Quarry Hill from the City of Springfield to Lane County and delegating authority to the County Administrator to sign the agreement.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve and sign the lease assignment for the Quarry Hill location.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

As the County is taking over the responsibility for management of the Regional Fire Radio System we are working to get all contracts moved over and organized in one location.

B. Policy Issues

C. None.Board Goals

The overall goal is to establish a standard in practice for the hilltop leases and agreements for Fire Defense Board with improved documentation.

D. Financial and/or Resource Considerations

These are paid for out of the Emergency Operations – Fire Defense Board funding.

E. Health Implications

There are no significant health implications associated with this proposal.

F. Analysis

Consolidation of leases to one location will allow a better insight to the overall operating expenses of the fire radio solutions.

F. Alternatives/Options

1. Approve and sign lease amendment.

2. Do not approve and funds can be paid to the City of Springfield to maintain lease.

IV. RECOMMENDATION

Staff recommends Option 1 to approve the lease amendment.

V. TIMING/IMPLEMENTATION

If approved, the lease will be sent back to Day Wireless for signature and billing for location will route to the County.

VI. FOLLOW-UP

The program supervisor will work the Day Wireless and Technology Services Administration to finalize paperwork and payments.

VII. ATTACHMENTS

Board Order

Day Wireless Lease amendment

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:	In the Matter of Approving Lease Contract and Amendments with Day Wireless for Fire Radio Equipment on Quarry Hill, and Delegating Authority to the County Administrator to Sign the Approved Contracts and Amendments.

WHEREAS, Lane County Technology Services is the fiscal agent for the Fire Defense Board and enters into contract on their behalf; and

WHEREAS, the current lease for Quarry Hill is written to the City of Springfield and should be moved to Lane County; and

WHEREAS, the terms given require County Administrator authority to execute.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve the lease terms.
2. Delegate authority to the County Administrator to sign the amendment.

ADOPTED this ___ day of_____, 2025.

_____
David Loveall, Chair
Lane County Board of Commissioners

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND ESTOPPEL CERTIFICATE

DATE: July 1, 2025

BETWEEN: City of Springfield ("Assignor")
Department of Fire & Life Safety
225 N Fifth Street
Springfield, OR 97477

AND: Lane County Emergency Management ("Assignee")
Acting on behalf of the Lane Fire Defense Board
125 E Eighth Avenue
Eugene, OR 97401

THIS ASSIGNMENT AND ASSUMPTION OF TOWER SITE LEASE AGREEMENT (the "Assignment") is made and entered into, and effective as of the 1st day of July, 2025 ("Effective Date") by and among Assignor and Assignee, as defined above. Assignor and Day Management Corporation dba Day Wireless Systems ("Landlord"), entered into a certain Tower Site Lease Agreement ("Lease") dated on or about July 1, 2023 with respect to the premises located at Quarry Hill, Springfield, Oregon; (the "Property"), consisting of use of the tower.

Assignor desires to assign all of Assignor's interest under the Lease to Assignee, subject to Landlord's consent, and Assignee is willing to accept such assignment and assume all of the terms and obligations of Assignor under the Lease, subject to the terms of this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Article 1
ASSIGNMENT AND ASSUMPTION

1.1 **Assignment.** Assignor hereby assigns to Assignee all rights, title and interests under the Leases, effective on July 1, 2025 (the "Effective Date").

1.2 **Assumption**. Assignee hereby accepts the assignment and assumes and agrees to perform all obligations of the Assignor under the Lease from and after the Effective Date.

Article 2
STATUS OF LEASE

2.1 **Status of Lease**. Assignor represents and warrants that (i) Exhibit A constitutes true and complete copies of the Lease, including all amendments, modifications, and supplements; (ii) Assignor's interest in the Lease is free and clear of any liens, encumbrances, or adverse interests of third

parties; (iv) Assignor has full and lawful authority to assign its interests in the Lease; (v) there are no defaults under the Lease or any circumstances that by lapse of time or after notice would be a default under the Lease; and (vi) all rent, common-area charges, taxes, and other obligations as set forth in the Lease is paid current.

2.2 **Tenant Allowance**. Assignor and Assignee acknowledge and agree there are no tenant improvement allowances owing to either party by Landlord.

2.3 **Condition of Premises**. Assignor represents and warrants to Assignee that the existing electrical, plumbing, sewer, and HVAC systems, in and to the premises, and all other components of the Premises that Assignor is obligated to maintain, repair, and replace are in good working condition.

Article 3
LANDLORD'S CONSENT

The effectiveness of this Assignment is conditioned on the Landlord first executing the consent provision on the last page of this Agreement. The parties acknowledge that the Landlord's consent to this Agreement will not be construed as a waiver of Landlord's right to withhold consent to any subsequent assignment, sublease, or other transfer of the Lease.

Article 4
INDEMNIFICATION

4.1 **Indemnity by Assignee**. Assignee hereby agrees to indemnify, defend, protect, and hold harmless Assignor from and against any and all losses, liabilities, claims, costs and expenses (including reasonable attorney fees) arising out of or in any way related to Assignee's failure to perform any obligations under the Lease or this Agreement, or arising out of the use of the Property by Assignee or its agents, employees, contractors, customers, or invitees from and after the Effective Date.

4.2 **Indemnity by Assignor**. Assignor hereby agrees to indemnify, defend, protect, and hold harmless Assignee from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Assignor's failure to perform its obligations under the Lease, violation of the warranties or representations of Assignor under this Agreement, Assignor's failure to perform any of its obligations under this Agreement, or arising out of the use of the Property by Assignor, or its agents, employees, contractors, customers, or invitees before the Effective Date.

Article 5
MISCELLANEOUS

5.1 **Effect of Assignment**. This Assignment does not amend the Lease or any other agreement between Assignor and Assignee. The Leases are unmodified and are in full force and effect.

5.2 **Integration**. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements among them with respect thereto.

5.3 **Attorney Fees**. If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted or if

the services of a lawyer are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover form the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, as well as other fees, costs, and expenses actually incurred and reasonable necessary in connection therewith. In the event of a suit, an action, an arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

5.4 **Notices.** From and after the Effective Date, the addresses for the Assignor, Assignee, and the Lessor for all notices will be:

To Day Management Corporation dba Day Wireless Systems ("Landlord")
6430 SE Lake Road
Milwaukie, OR 97222

To City of Springfield ("Assignor")
Department of Fire & Life Safety
225 N Fifth Street
Springfield, OR 97477McMinnville Access Company

To Lane County Technical Services ("Assignee")
Acting on behalf of the Lane Fire Defense Board
125 E Eighth Avenue
Eugene, OR 97401

5.5 **Further Instruments**. Each party agrees to execute such further instruments as may be reasonably required to consummate the transaction contemplated by this Assignment, provided that as the terms thereof are fully consistent with the terms of the Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR – City of Springfield, Department of Fire & Life Safety

By:
Name:
Title:

ASSIGNEE - Lane County Technical Services, Acting on behalf of the Lane Fire Defense Board

By:
Name:
Title:

LANDLORD'S CONSENT AND ESTOPPEL CERTIFICATE

Landlord hereby consents to the assignment of the Leases in accordance with, and subject to, the terms, conditions, and covenants of the foregoing Assignment. Landlord acknowledges that the status of the Lease is as described above, and that Assignee is relying on this certificate in the assumption of the Leases. Consent by Landlord to these transfers is not a consent to other, future transfers or a waiver of the assignment restriction provision in the Leases.

LANDLORD - Day Management Corporation dba Day Wireless Systems

By:
Name: Bethany Davidson
Title: Director of Towers

Appendix A
Quarry Hill Lease

DAY WIRELESS SYSTEMS

DWS Contract #:_____

TOWER SITE LEASE AGREEMENT

This Tower Site Lease Agreement (hereinafter referred to as "Agreement") is entered into and effective as of this 1st day of July, 2023 (hereinafter "Commencement Date"), by and between Day Management Corporation dba Day Wireless Systems (hereinafter "LESSOR") and City of Springfield, Department of Fire & Life Safety (hereinafter "LESSEE").

1. **Lease of Site:** LESSOR authorizes LESSEE to install, operate and maintain at LESSOR's Communications Site (hereafter referred to as "Premises") as described on Exhibit 1, at LESSEE's sole expense and risk, communications equipment along with associated other electronic equipment and mounting structures designated on Exhibit 1 of this Agreement ("Equipment"), at places designated by LESSOR and installed by LESSOR or a pre-approved contractor. Any change or addition to the Equipment must be pre-approved by LESSOR and may be subject to additional charges at LESSOR's sole discretion. LESSEE shall, at all reasonable times, have the unrestricted right to enter or leave the Premises where LESSEE's Equipment is located unless restrictions are specified in Exhibit 1. LESSEE agrees to take, at LESSEE's own expense, all measures and precautions necessary to render LESSEE's Equipment inaccessible to unauthorized persons. LESSOR agrees that it will not give unauthorized persons access to the Equipment. LESSEE shall maintain Equipment in good working order and in accordance with the installation standards in section 17 and as listed in Exhibit 1. At any time during the Term (defined below), LESSOR may, at its election, replace or rebuild the Tower or a portion thereof. LESSEE shall relocate LESSEE's equipment on the new tower or portion thereof at LESSEE's expense.

2. **Term:** The initial term of this Agreement shall be five (5) years commencing on July 1, 2023 ("Initial Term"). After the Initial Term of this Agreement expires, this Agreement shall automatically renew for four (4) successive additional periods of five years (each a "Renewal Term", collectively the Initial Term and Renewal Terms are referred to as "Term"). The Premises may be subject to terms and provisions of an underlying lease executed by and between LESSOR as tenant or site manager and other parties as landlord and/or site owner. LESSEE hereby agrees to abide by such terms and provisions in addition to those identified in this Agreement. Either party may terminate this Agreement at the end of any Term with thirty (30) days prior written notice. In any event, this Agreement will terminate when LESSOR's underlying lease terminates, if applicable.

3. **Rent:** Rent for the first year of the Initial Term shall be $7,800.00 (Seven thousand eight hundred dollars and 00/100) per year (hereinafter "Rent"), payable in equal monthly installments of $650.00, in advance without invoice, to Day Management Corporation dba Day Wireless Systems, PO Box 22169, Milwaukie, OR 97269-2169. Commencing on the first anniversary of the Commencement Date and on each anniversary throughout the Term thereafter, rent shall increase by 4% annually.

4. **Agreement Fees:** In the event payment of Rent or other fees payable under this Agreement is not received in full when due, LESSEE agrees to pay a finance charge at the rate of two percent (2%) per month which is an annual rate of 24% on all unpaid Rent and any other fees payable under this Agreement over ten (10) days due. Following the initial term, LESSOR

may, upon thirty (30) days' notice, increase the Rent to reflect current market rates. The possibility of this increase will be limited to one increase per five-year Term. If LESSEE disputes any account balances, invoices, credits, or statements, LESSEE must provide written notice to LESSOR within thirty (30) days of the above-received document that is being disputed. No action will be taken for disputed account balances, invoices, credits, or statements beyond thirty (30) days unless prior written notice has been received.

5. **Other Fees:** LESSEE may be required to pay all, a portion of, or the increase in any LESSEE fees, regular or special use fees, assignment fees, permit fees, road use fees, charges, and taxes (municipal, state, and federal) which may now or hereafter be imposed upon LESSEE and/or LESSOR for operation of or the ownership of the Equipment. LESSEE'S electrical consumption will be assessed at $50.00 per month, and on each anniversary throughout the Term thereafter, the electricity charge shall increase by 4% annually. Back-up utility fees are not included in Rent. For every invoice that Lessee requests invoiced through any means other than Lessor's then-current billing system, including but not limited to a Lessee or third-party portal, a $25.00 fee per invoice (an "Invoice Fee") shall apply. The Invoice Fee is subject to a four percent (4%) annual increase effective on each anniversary of this Agreement's Commencement Date.

6. **Hold Over Fee:** In the event this Agreement is terminated pursuant to Paragraphs (2) or (14) hereof, and so long as the Equipment remains on the Premises (even if it has been disconnected), LESSEE shall pay to LESSOR a hold-over fee equal to one hundred percent (100%) of the then effective total Rent, prorated from the effective date of termination to the date the Equipment is removed in its entirety from the Premises. LESSOR shall have the right (but not the obligation) to disconnect and remove the Equipment from the Premises upon 10 days written notice to LESSEE. If LESSOR disconnects and removes the Equipment, LESSEE shall pay to LESSOR upon demand one hundred percent (100%) of the disconnection, removal and storage expenses incurred by or on behalf of LESSOR. If LESSEE does not reclaim such Equipment within forty-five (45) days, LESSOR has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement. Should LESSEE fail to vacate the Premises pursuant to the terms of this Agreement, upon 10 days written notice to LESSEE, LESSOR may at its sole discretion, charge LESSEE a fee equivalent to four (4) times the Agreement Rent that LESSEE is paying at the time of termination plus compounded interest at two percent (2%) per month. Such sums will be pro-rated on a daily basis until such time that LESSEE vacates the Premises.

7. **Condition of Site:** LESSEE takes the Premises as-is and LESSOR shall have no responsibility for its condition, or damage suffered by the LESSEE or any other person due to such condition. Upon expiration or termination of this Agreement, LESSEE will remove all Equipment from the Premises, which was placed there by LESSEE and will restore the Premises to its original condition, reasonable wear and tear notwithstanding.

8. **Liability:** Except for its own acts, LESSOR shall not be liable to LESSEE or to any other person for any loss or damage, including incidental, consequential or special damages, regardless of cause. Specifically, but without limiting the generality of the foregoing, LESSOR shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or imperfect or unsatisfactory communications experienced by the LESSEE for any reason whatsoever. LESSEE will indemnify and hold LESSOR harmless from any loss, damage, or liability, consequential or otherwise, occasioned by, growing out of, or arising, or resulting in connection with this Agreement or any act or failure to act by LESSEE, its agents, or employees.

9. **Installation and Interference:** LESSEE will install, operate, and maintain its Equipment in accordance with applicable laws and regulations, including but not limited to FCC rules, and so

as not to cause interference with any other transmitting or receiving Equipment whether located on the Premises or not. In the event LESSOR finds the Equipment causes such interference, at its sole cost and expense, LESSEE shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within forty-eight (48) hours, LESSOR has the right to disconnect and remove any Equipment not in compliance with this paragraph.

Prior to any construction or installation activities, LESSEE will obtain a Notice to Proceed ("NTP") from LESSOR and will reasonably comply with LESSOR's NTP process:

a. All installations of antennas and other apparatus upon the Premises shall be made by LESSOR or a pre-approved contractor, and all repair and maintenance of such antennas and other apparatus on said tower shall be performed solely by LESSOR or a pre-approved contractor.

b. Installation of Equipment and apparatus within the building located on the Premises shall be performed by LESSOR or with LESSOR's consent and LESSOR shall have the right to restrict LESSEE regarding the place of installation of Equipment, type, and amount of equipment installed – and as to the condition of said equipment and any appurtenance.

c. LESSOR at its sole discretion may authorize approved installation contractors but will require a $2,000.00 installation inspection fee.

10. **Personal Lease:** This Agreement is personal to LESSEE and no assignment or sublease in whole or part shall be valid without the written consent of LESSOR. LESSOR may assign its rights under this Agreement to any other party.

11. **Insurance:** LESSEE shall carry during the term of this Agreement public liability and property damage insurance with respect to the Equipment and activities in the amounts detailed below.

Within five (5) days after the execution of this Agreement, LESSEE shall provide LESSOR with certificates of insurance evidencing required coverage in force for the Premises with a thirty (30) day notice to LESSOR of cancellation, non-renewal, or material change of any such coverages. Each certificate must be Premises specific and name LESSOR as an "additional insured" on each policy, except workers compensation insurance policies. All insurance shall be maintained during the term of the applicable Agreement in companies legally qualified to transact business in the state where the applicable Premises is located. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Premises, but coverage shall not be reduced at the Premises by activities at LESSEE's other property.

LESSEE shall insure its Equipment and the property of others for which LESSEE is responsible, against all loss or damage, including business interruption, in an amount no less than full replacement value. LESSOR shall not provide any such insurance and assumes no responsibility for damage occurring to LESSEE's equipment, or that of LESSEE's Contractor's and/or subcontractor's, including business interruption.

- Business Automobile Liability: LESSEE shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of:

1. Combined Single Limit	$1,000,000.00

- Commercial General Liability: LESSEE shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

1.	Policy Form	Occurrence
2.	General Aggregate Limit	$2,000,000.00
3.	Products & Completed Operations Limit	$2,000,000.00
4.	Personal Injury & Advertising Injury Limit	$1,000,000.00
5.	Each Occurrence Limit	$1,000,000.00
6.	Damage to Premises	$ 100,000.00
7.	Medical Expense Limit	$ 5,000.00

12. **Notice Address**: All notices, requests, claims, demands, and other communications hereunder shall be by written notification and shall be delivered to the respective parties at the addresses first written below, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by a nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

LESSOR: Day Management Corporation dba Day Wireless Systems
Tower Sites Division
4700 SE International Way
Milwaukie, OR 97222

dwssites@daywireless.com
(503) 659-1240

LESSEE: City of Springfield, Department of Fire & Life Safety
225 N Fifth Street
Springfield, OR 97477

sbishop@geugene-or.gov
(541) 501-1735

Email and phone listed above are for informational purposes only.

13. **Prior Negotiations:** This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. No revision of this Agreement shall be valid unless made in writing and signed by authorized agents of both LESSOR and LESSEE.

14. **Default:** Time is of the essence. The following shall be events of default: (a) Failure to pay fees or Rent when due in accordance with Section 3; or (b) failure to comply with any term or condition of this Agreement, other than payment of fees or Rent, within thirty (30) days after written notice specifying the nature of the non-compliance. In the event of default by the LESSEE, LESSOR may terminate this Agreement without further notice to LESSEE.

15. **Applicable Law and Venue:** LESSEE agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the state in which the Premises resides. LESSEE agrees that venue of any action to enforce this Agreement shall be in the Lane County Circuit Court or US District Court -District of Oregon, Eugene Division.

16. **Attorneys' Fees:** LESSEE agrees to pay in the event of a default, all of LESSOR' reasonable attorneys' fees, plus all attendant costs, necessary to enforce the terms of the Lease, whether or not litigation is initiated.

17. **System and Installation Standards:** Lessee shall comply with the following:

a. All in-building equipment will be labeled with Lessee's name, the name and phone number of a technical contact, an emergency contact, operating frequencies, transmit power, and ERP. Lessee will post a copy of Lessee's valid FCC License(s) for all licensed frequencies.
b. Antennas must be mounted with only approved mounts or other specified structure. Antennas and microwave dishes that require stabilizing arm(s) must use required devices.
c. Appurtenance's that require a mounting surface larger than the tower leg provides requires a face type mount incorporating any ancillary items for that antenna (stiff arm, ice shield).
d. All mounting devices and hardware must be hot dip galvanized or stainless steel.
e. Welding, drilling, or structure modifications of any kind are not permitted without prior written approval of DWS.
f. All radio equipment needs to attach to internal grounding halo (if provided).
g. All penetrations must be weather and pest sealed.
h. All lines must be routed down to equipment in an orderly fashion. Lines must also route in cable management system (if provided). If there isn't a cable management system, then lines must be tied at intervals no greater than three (3) feet. All lines shall be tied to cable ladder (if provided) in a manner not to impede future use or damage other lines.
i. All lines must be marked via colored tape pattern at antenna, tower base, both sides of cable entry to facility, and at internal equipment. If lease authorizes "spare" lines, they must be marked, terminated with proper load, and weatherproofed. Lessee may not use a color pattern currently in use. Lessee must denote the color pattern used and placed with contact information.
j. All conductors and coax type lines need lightning arrestors at entry to facility. Approved arrestors include Poly Phaser, Gas, MOV, and Silicone Avalanche Diode.
k. All lines must be grounded in a minimum of three (3) places: the top and bottom of the vertical cable run, and at the entry to facility. Please make change request prior to installation.
l. All line entries into facility must be sealed upon completion of install.
m. When possible, lines need to be installed with a "drip loop" in the line after leaving the tower en route to the facility. All transmission lines must be secured using stacking, cushion, butterfly, or stack block type hangers.
n. Lessee must cooperate in a timely fashion with DWS and other parties, including tenants of other sites, when called upon to investigate a source of interference, whether it can be proven that their equipment is involved.
o. Upon termination of the Agreement ALL equipment will be removed from site within thirty (30) days unless prior arrangements have been authorized by DWS. If Lessee replaces equipment, then ALL old equipment that is no longer part of the Agreement will be removed from the Site within thirty (30) days, unless prior arrangements have been authorized by DWS. If any such equipment is not removed as specified above DWS will continue to charge rent in thirty (30) day periods until Lessee provides proof that said equipment is removed.

p. Filters, cavities, and circulators, isolators, combiners, and multi couplers are required as industry standard. Special site requirements should be noted in Exhibit 1.
q. Transmitters, receivers, combiners, multi couplers, and antennas must meet manufacturer's specifications in operation and mounting.
r. Cabinets must be bolted to the floor and or braced to the ceiling and grounded.
s. No later than 15 days beyond substantial completion of installation, Lessee will return the provided site drawing delivering the as built condition is in accordance with authorized equipment and locations. Lessee will also submit the completed installation documents including installation photographs as verification installation standards are met along with any permits, studies, determinations, licenses, or authorizations in copy needed during installation.
t. If DWS is operating the Site via an underlying land lease or site management agreement Lessee agrees to abide by any additional technical standards required by any said landowner. These additional standards are available upon request.
u. Lessee agrees to abide by additional specifications in a timely manner if DWS provides notification of an update to the System and Installation Standards.
v. All tower installations and modifications will require a structural analysis at Lessee's expense.

IN WITNESS WHEREOF, the Lessor and LESSEE have executed this Agreement as of the latter signature date below.

LESSOR:

Day Management Corporation
dba DAY WIRELESS SYSTEMS

By: B. Davidson

Its: Contracts Manager

Date: 4/20/2023

LESSEE:

REVIEWED & APPROVED
AS TO FORM
Kristina Kraig
DATE: 5/10/23
SPRINGFIELD CITY ATTORNEY'S OFFICE

City of Springfield, Department of Fire & Life Safety

By: Mike Caven
Mike Caven (Jun 16, 2023 13:41 PDT)

Its: Executive Director

Date: 06/16/2023

Exhibit 1

Date: 12/19/2022 **Version:**

Customer Information

Customer Name	City of Springfield, Department of Fire & Life Safety	**Primary Contact Name**	Scott Bishop - AIC Deputy Chief of Operations
Customer Address	225 N Fifth Street	**Primary Contact Phone**	541-501-1735
Customer Address		**Primary Contact Email**	sbishop@eugene-or.gov
City	Springfield		
State	OR	**Secondary Contact Name**	Kelsey Hunter - Executive Assistant
Zip	97477	**Secondary Contact Phone**	541-682-7115
		Secondary Contact Email	khunter@eugene-or.gov
Emergency Phone	On-Duty Battalion Chief 541-736-1007		
Emergency Email	Back-up phone: 541-682-5422	**Consultant Contact Name**	
		Consultant Contact Phone	
Billing Contact	John Follett	**Consultant Contact Email**	
Billing Phone	541-682-7107	**Consulting Firm**	
Billing Email	jfollett@eugene-or.gov		

Site Information

DWS Site Name	Quarry Hill		
ASR		**Latitude (NAD 83)**	41° 01' 57.3" N
FCC ID		**Longitude (NAD 83)**	123° 00' 29.2" W
Customer Site Name			
Customer Site Number		**County**	Lane
		State	OR
Tower Type		**Tower Height**	150'

Installation Information

Installation Type		**Desired Installation Date**	
Type of Service			

Project Summary * Attach Construction Drawings

Existing installation consisting of: 2 repeaters, 2 receivers, duplexor, one dipole, one omni

Antenna / Feedline Information

Existing customers: Add all existing and proposed equipment ☐ Not Applicable

*Attach Cut Sheets

	Antenna #1	Antenna #2	Antenna #3	Antenna #4	Antenna #5	Antenna #6
Existing/New/Remove	Existing	Existing				
Type of Antenna	Omni	Dipole				
Quantity	1	1				
Manufacturer		Sinclair				
Model *Attach Cut Sheets		SD-224				
Desired Mounting Height	65'	40'				
Length (feet)	4'	15'				
Weight (lbs)						
Azimuth(s)						
Tower Leg	E	NE				
Feedline Count						
Size of Feedline						
Tower Mount MFG						
Tower Mount Part #						

Exhibit 1

Interior Space Information ☐ Not Applicable

				Length	Width
Rackspaces (Customer Provided or Comm. Rack)	One	Additional Space Requirements			
Rack Units (Comm. Rack Only)		Batteries	☐		
Radio Model (Comm. Rack Only)		Combining	☐		
		UPS	☐		
Voltage		Cabinet	☐		
Estimated kw/month consumption		HVAC	☐		
		Wall Mounted	☐		

Radio Equipment Information ☐ Not Applicable

	Radio #1	Radio #2	Radio #3	Radio #4	Radio #5	Radio #6
Existing/New/Remove	Existing	Existing	Existing	Existing		
Class of Service	Licensed	Licensed	Unlicensed	Unlicensed		
FCC Call Sign	WQPX830	WPLQ929				
Manufacturer	Motorola	Motorola				
Model Number	Quantar	Quantar	GPW8000	GPW8000		
TX Frequency	155.760	154.445				
RX Frequency	155.760	151.130				
Channel Width (Mhz)						
Channel Center						
TX Power	50	100				
ERP	38	221				

Disclaimers

All installations and modifications must meet federal, state, and local requirements as well as Day Wireless installation standards.
NEPA, SHPO, structural analysis, geotechnical investigation, building permit, land use application, special use permit, and/or easements may be required.
Pre-payment is required when a structural analysis is needed.
Installations must be performed by Day Wireless and/or certified and approved installation contractors via NTP.
Customer must pay a $500 application fee at the time of colocation application submission. Customer may not offset or discount the $500 application fee in any manner whatsoever, regardless of the terms contained in purchase orders or similar instruments. Day Wireless Systems will not process an application until the $500 application fee is paid in full.