Introduced by _____

First Reading _____ Second Reading _____

Ordinance No. _____ Council Bill No. _____B 384-13_____

AN ORDINANCE

authorizing a PCS Antenna Agreement with SBA Structures, LLC relating to the lease of property at Fire Station No. 6 (3112 Chapel Hill Road); and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a PCS Antenna Agreement with SBA Structures, LLC relating to the lease of property at Fire Station No. 6 (3112 Chapel Hill Road). The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

_____ _____

City Clerk Mayor and Presiding Officer

APPROVED AS TO FORM:

_____

City Counselor

PCS ANTENNA AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2013, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and SBA Structures, LLC, a Delaware limited liability company (hereinafter "Lessee").

WHEREAS, Lessee desires to operate a personal communications system (PCS), antenna mast and antennas upon the site of City's Fire Station No. 6 and referenced by Lessee as Site Name: Countrywood, Site ID: MO20806-A – SBA 005900427.

NOW, THEREFORE, the Parties agree as follows:

City owns a tract of land located at 3112 Chapel Hill Road, Columbia, Missouri (more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference) upon which is located Columbia Fire Department Station No. 6. Also located at the site are various antennas, radio receivers and repeaters owned by City which are used for emergency service dispatching, emergency siren activation, and general governmental communications. City agrees to lease Lessee up to 400 square feet upon the tract for the location of PCS antenna mast ("Antenna Mast") and equipment cabinets (the ground space for the PCS Antenna Mast and equipment cabinets may not be contiguous on the property) together with the right of access to Lessee's equipment and for rights of use and access for electric and telephone lines to serve that equipment, in accordance with the terms of this Agreement as an accommodation to Lessee.

1. NON-EXCLUSIVE USE OF THE LEASED PREMISES

The Leased Premises may be used on a non-exclusive basis by Lessee for telecommunication uses, including, without limitation, the installation, operation, maintenance, repair, or replacement of a monopole or self-supporting tower (the "Antenna Mast") and equipment cabinets supported on a concrete pad (the "Equipment Cabinets"). The Antenna Mast and/or Equipment Cabinets shall house and contain the

equipment described in **Exhibit B**, attached hereto, (hereinafter collectively referred to as the "Communications Equipment"). The Antenna Mast, Equipment Cabinets and Communications Equipment are sometimes hereinafter collectively referred to as "Equipment." All Equipment, fixtures and appurtenances erected, located, placed or constructed by Lessee upon the Leased Premises shall remain the personal property of Lessee regardless of the manner or mode of attachment and may be removed by Lessee at its sole option at any time during the initial term, any renewal term or after termination or expiration of this Lease, unless otherwise stated in this Agreement.

Lessee understands and agrees that City owns and maintains the tract primarily as a municipal fire station to base and deploy emergency response equipment and personnel for the benefit of the residents of City. Further, Lessee understands and agrees that City has located emergency and general communications equipment at the site in order to serve and protect the residents of the City and that Lessee's lease of space on the site is as an accommodation to Lessee and is not an agreement by City to create a transferable business interest in City property for the benefit of Lessee or to subordinate City's use of the property to Lessee. Lessee's use of the property and access to utilities and its Equipment is contractual only. Lessee understands and agrees this Agreement does not grant Lessee any easement rights over City property.

2. CONSTRUCTION ON PREMISES

All construction, installation, mounting or erection of Lessee's Equipment, cables or antennas must have the prior approval of City. Lessee will provide City with initial detailed engineering plans locating the proposed Antenna Mast and all associated Equipment, wire cable runs, and conforming to the requirements of the Community Development Department. No installation or construction work on the site by Lessee shall proceed until the plans are approved and a permit is issued by the Community Development Department. Lessee shall be responsible to City for any damage to the site or any equipment on the site or to any neighboring land or property on neighboring land caused by Lessee, its employees, contractors or agents. Lessee shall ensure the damage to the land is repaired, the land restored and any damaged property is repaired

or replaced, to the satisfaction of the property's owner. At the conclusion of construction and installation of the mast and Equipment, Lessee will restore the ground around the station to its original contour, removing all ruts and reseeding or resodding or repouring any surface; replace any tree or landscaping to the satisfaction of City. Notwithstanding any other section of this Agreement, failure to repair or restore damaged land or property within thirty (30) days of such damage may be considered by City as a material breach of the Agreement.

3. OWNERSHIP OF EQUIPMENT AND ACCESS TO THE EQUIPMENT

The Antenna Mast, Equipment, fixtures, appurtenances, and improvements erected, located, placed or constructed by Lessee, with the exception of walls erected as view blocks, upon the site shall remain the personal property of Lessee and may be removed by Lessee at its sole option at any time. Lessee shall have access to its Equipment at any time at no charge to Lessee provided, however, such access shall at no time interfere with the continual operation of the fire station or the 24 hours/7 days a week emergency response from the station.

Lessee understands and agrees that while this Agreement grants Lessee the right of access to the Equipment 24 hours a day, the site is manned 24 hours a day with firefighters and equipment coming and going at random times. Lessee agrees on behalf of its own employees and contractors that before arriving at the site for routine or emergency maintenance, Lessee's employees or contractors will contact the Columbia Fire Department at one of the following numbers in order to advise the Department that its employees or contractors will be on the site:

(1) Fire Administration at 874-7391, if no answer then,

(2) On duty Division Chief at 874-7450, if no answer then,

(3) Emergency operations fire dispatcher 874-7469.

Lessee agrees that leaving a voice mail message or similar communication is not sufficient notice under this paragraph.

4. MULTIPLE USE POLICY

It is the policy of the City to require multiple use of PCS towers located on City property. As a part of the consideration from Lessee to the City to enter into this Agreement, Lessee agrees that the tower or mast erected by Lessee will be capable of supporting the antennas of at least one other telecommunications provider. Lessee shall, when requested, negotiate agreements with the other provider to locate the provider's antennas and equipment on or within its Antenna Mast and Equipment Cabinets at reasonable rates. Lessee may not sublet any other portion of the site to other providers. Other PCS providers may negotiate with the City to lease ground space for their telecommunications equipment.

5. INTERFERENCE

Lessee and any PCS provider subsequently locating Equipment at Columbia Fire Department Station No. 6 shall be subject to the concept of "last on." This means that any new user of the site shall be technically and financially responsible to resolve and cure any interference problems suffered by existing users caused by the last on's use of the site.

6. ANTENNA MAST

This Agreement shall entitle Lessee to erect a hollow Antenna Mast designed to be used as a flag pole, not exceeding 135 feet tall, upon the site. The mast shall accommodate all expected antennas within the mast and no antennas or antenna elements shall be located outside of the mast. The City shall have the right to use the mast as a flag pole.

7. EQUIPMENT AND UNDERGROUND CABLES

This Agreement entitles Lessee to install underground communication cables and wave guide from the mast to Equipment Cabinets which are to be located on the premises. See **Exhibit "B."** Equipment structures so located shall be surrounded or enclosed by walls made of brick similar in quality and looks to the brick used in

Columbia Fire Department Station No. 6 construction. Lessee shall be responsible to City for all installation and construction on the site performed by Lessee or its contractors. In the event such construction or improvements on the site result in any damage to the site or any Equipment on the site, or to any neighboring land or property on neighboring land, Lessee shall ensure the damage to the land is repaired, the land restored and any damaged property is repaired or replaced to the satisfaction of the property's owner.

8. TERM

The term of this Agreement is five (5) years from the date of March 21, 2015. This Agreement shall automatically renew for one additional five (5) year term unless the Agreement is allowed to end by either party giving the other notice of its intent to allow the Agreement to end at least six (6) months prior to the expiration of the additional five (5) year term.

9. RENT

For the use of the site, Lessee shall pay City Twenty-one Thousand Six Hundred Dollars ($21,600.00) annually. The first installment of rent shall be paid on April 1, 2015. Thereafter, rent shall be due each year by the first (1st) day of April and may be paid by electronic funds transfer. The annual rent shall increase by twenty percent (20%) for the renewal term of the Agreement.

10. CITY'S USE OF LEASED PREMISES

Lessee's use of the space shall not interfere with City's current or future use of the site for a fire station nor shall it interfere with City's emergency or general governmental operations. In the event Lessee's use does interfere with City's current or future use of the site for a fire station or with City's emergency or general governmental operations, City shall give Lessee written notice of such interference and Lessee shall have thirty (30) days from the date of such interference an opportunity to end the interference. City's obligation to give Lessee notice of such interference and an

opportunity to end the interference shall not preclude City from taking those steps it deems necessary to protect its fire station and emergency or general governmental operations from such interference. If, after thirty (30) days, Lessee is unable or for any reason does not cure the interference, City may terminate this Agreement.

11. TERMINATION

A. Except as otherwise provided herein, this Agreement may be terminated, without penalty or further liability as follows:

(1) by either party, upon written notice to the other, upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; or

(2) by Lessee, upon written notice to City, if Lessee is unable to obtain or maintain (or decides in its sole discretion that it is unlikely to obtain or maintain without undue cost or time), any license, permit or Governmental Approval necessary to the construction and/or operation of the Equipment and the site; or

(3) by Lessee, if Lessee discovers that interference, system redundancy or other technical factors show the site is unsuitable as a telecommunications tower site; or

(4) by either City or Lessee, upon written notice, if the site or Equipment are substantially destroyed, removed or damaged and rendered unsuitable for normal use.

(5) During the renewal terms, City may also terminate this Agreement at any time by giving Lessee twelve (12) months prior written notice of City's intent to do so..

B. Upon termination of the Agreement as set out above in subparagraphs (1), (2), (4) and (5), City will return that prorated portion of the prepaid rent represented by those months Lessee will not be present on the site.

C. Upon termination of this Agreement, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall have the right to remove from the site all aboveground Equipment and improvements installed, placed or erected on the site by Lessee unless as otherwise stated in this Agreement, and the parties agree that the Antenna Mast or any part thereof may be removed without damage to the site and that such mast shall not become a part of the realty. Lessee shall have ninety (90) days after termination of this Agreement within which to dismantle and remove the Antenna Mast and other improvements it has made and upon removal Lessee shall restore the site to its original contour and to reseed or resod any disturbed soil. If Lessee fails to remove the Antenna Mast, its Equipment and other improvements within the ninety (90) day period, such mast, Equipment and improvements shall become the property of City and City may remove Equipment and antennas. Any costs of removal of improvements shall be borne by Lessee; any costs to restore the land shall be borne by Lessee. This provision shall survive the end of term or termination of the Agreement.

12. SITE TESTS

Lessee at its sole cost and expense may, prior to construction of improvements to the site, conduct such surveys, tests and inspections, as Lessee considers reasonably necessary or desirable in connection with the intended use of the site, provided those tests do not injure the site or interfere with City's use or emergency responses from the site.

City, to the best of its knowledge, states that the site is in compliance with the applicable environmental laws, rules and regulations. If any test or inspection at the site by Lessee leads Lessee to believe that a violation of any environmental law, rule or regulation has occurred or is occurring, or if Lessee receives an adverse site survey or site engineering report, Lessee may terminate the lease without further obligation to City.

13. UTILITIES

Payments under this Agreement shall not include electric or telephone utility service. Lessee shall have the right to arrange for its own electric and telephone service and shall directly pay the utility provider for that service.

14. COMPLIANCE WITH LAWS

Lessee shall install and operate its Equipment and use the site in a manner which complies with all the laws, regulations and rules of all federal, state and municipal agencies governing the installation, operation and use of the site.

15. MAINTENANCE

Lessee shall keep its Equipment and installations located on the site in good condition at all times.

Upon proper notice as set out in this Agreement, Lessee may, at its expense, make such improvements to its Equipment as Lessee deems necessary for the operation of a wireless communications system. Improvements outside of Lessee's Equipment structure shall be subject to City's prior approval in the same manner as the original construction, installation, mounting or erection of its Equipment.

Lessee shall be responsible to City for all construction on the site performed by Lessee or its contractors. In the event such construction or improvements on the site result in any damage to the site or any Equipment on the site, or to any neighboring land or property on neighboring land, Lessee shall ensure the damage to the land is repaired, the land restored and any damaged property is repaired or replaced to the satisfaction of the property's owner.

Failure to repair or restore damaged land or property within thirty (30) days of such damage may be considered by City as a material breach of this Agreement.

Upon proper notice as set out in this Agreement, City shall allow Lessee, its employees, agents or contractors' access to the Equipment and installations at all times without charge, provided Lessee's access does not interfere with the City's use of the

site as a fire station and does not interfere with the City's emergency or normal governmental operations.

16. INSURANCE/INDEMNIFICATION

Lessee will procure and maintain a public liability insurance policy with limits of $1,000,000 for bodily injury, $1,000,000 for property damage, $2,000,000 aggregate with a certificate of insurance to be furnished to City within thirty (30) days of the execution of this Agreement, such policy to provide that cancellation will not occur without at least ninety (90) days prior written notice to City.

Lessee shall fully indemnify City against any loss, cost or expense which may be sustained or incurred by City as a result of the installation, operation or removal of the Equipment or mast, or antennas. City and City's officers, agents or employees shall not be liable to Lessee for any loss or damages or claims arising out of personal injuries or property damage on the site except those that are allowed by law and are the result of the acts or omissions of City or its officer's agents or employees.

17. ASSIGNMENT

Lessee will not assign or transfer this Agreement or sublet all or any portion of the site or its right to mount an antenna on the site without the prior written consent of City. In considering whether to give its permission to an assignment, City may consider the assets and reputation of the potential assignee and whether the assignee can fulfill the conditions of this Agreement, and whether such an assignment would be injurious to the site or interfere with City operations or be in the best interest of City. No consent shall be required for an assignment or other transfer to a parent, subsidiary of, or an entity controlled by Lessee, under common control with Lessee, controlling Lessee or is merged or consolidated with Lessee. A proposed assignment to any entity which purchases from Lessee the Antenna Mast and related improvements pursuant to a sale and lease-back of the Antenna Mast shall be subject to the prior consent of City with the same conditions as set out above. In the event of an assignment of this Lease, City shall provide Lessee, and if the holder of any security interest has identified itself in

writing to City, the holder of a security interest, written notice in the event of any default under the terms of the Lease by Lessee's assignee. Lessee or the holder of a security interest shall have the right, but not the obligation, to cure the default by Lessee's assignee during the period which is thirty (30) days after the date of receipt of said notice of default.

18. NOTICE

All notices must be in writing and are effective when deposited in the U.S. Mail certified and postage prepaid, or when sent via overnight delivery, to the address set forth below or as otherwise provided by law.

For Notice to Lessee:
SBA Structures, LLC
5900 Broken Sound Parkway
Boca Raton, FL 33487
Attn: Site Administration
Re: Countrywood / MO20806-A
Phone #: (561) 226-9360

For Notice to City:
City of Columbia
City Manager's Office
ATTN: Tony St. Romaine
P.O. Box 6015
Columbia, MO 65205-6015
Phone #: (573) 874-7214

Upon any assignment or transfer of this Agreement agreed to by the City in writing, Lessee and the assignee or transferee shall immediately, upon the effective date of the assignment or transfer, notify City of the assignment or transfer and provide City with the names and addresses of all parties and individuals who shall receive notice from City as may be required by this Agreement.

Failure to provide City with such information shall be a breach of this Agreement.

19. TAXES

Lessee will be responsible for payment of all personal property and other taxes assessed upon and arising from its use of the Equipment, mast and antennas at City's site.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. No modification, amendment or waiver of any provisions of this Agreement, or

any of the rights or obligations arising hereunder, shall be valid unless in writing and executed by both parties.

21. GOVERNING LAW/JURISDICTION

This Agreement shall be construed in accordance with the laws of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Boone County, Missouri or the United States District Court for Western Missouri.

22. CITY'S AUTHORITY AND RIGHT TO LEASE

City represents that City owns the land and premises which is the subject of this Agreement free from liens, mortgages or restrictions or other encumbrances and City has the sufficient right, title and interest in the property to enter into this Agreement and to grant Lessee the rights hereunder. City has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit City's performance of its obligations under this Agreement. City has full right and authority to execute this Agreement and that the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any other agreement, and provided that Lessee is not in default, City shall provide to Lessee quiet and peaceful enjoyment and possession of the Leased Premises.

23. SAFE HARBOR

This lease shall be deemed to meet the commercial lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall, within thirty (30) days of filing for relief, either affirm the lease and bring all payments current or reject the lease and remove the Antenna Mast and all Equipment within sixty (60) days.

24. No Modification or Alteration Deemed Insubstantial

The parties agree that notwithstanding any statute, law or administrative rule that may exclude certain modifications and alterations to antenna and equipment from prior City approval, due to being deemed insubstantial, any and all modifications and alterations of the antenna mast and equipment, except for routine repair and maintenance, shall require the prior approval of City, regardless of whether it may be deemed insubstantial as defined by statute law or administrative rule. The City agrees to not unreasonably withhold or delay approval.

25. NON-WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to be a waiver of sovereign immunity or public official immunity by City.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2013, before me appeared **Mike Matthes**, to me personally known, who, being duly sworn, did say that he is the City Manager of the **City of Columbia, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office Columbia, Boone County, Missouri, the day and year first above written.

_____
Notary Public

My commission expires:

SBA STRUCTURES, LLC

By: _____
Print Name: Alyssa Houlihan
Title: Director of Leasing

ATTEST: (if corporation)

_____
Secretary

STATE OF Florida)
) ss.
COUNTY OF Palm Beach)

On this 3rd day of December, 2013, before me, a notary public, appeared **Alyssa Houlihan**, to me personally known, who being by me duly sworn did say that she is the Director of Leasing of **SBA Structures, LLC, a Delaware limited liability company**, and that this instrument was signed on behalf of said limited liability company and further acknowledged that she executed the same as her free act and deed for the purpose therein stated and that she has been duly granted the authority by said limited liability company to execute the same.

In testimony whereof, I have hereunder set my hand and affixed my official seal.

Wendy Carrick
Notary Public

My commission expires:

WENDY CARRICK
MY COMMISSION # FF 068697
EXPIRES: November 30, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

A tract of land containing 1.4 acres, more or less, located in the Northeast Quarter (NE ¼) of Section Twenty-one (21), Township forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, as shown and described by the survey thereof recorded February 23, 1972 as Document No. 1366 in Book 400, Page 67, Records of Boone County, Missouri.

General

This chapter provides a physical description, and how to access the electronics of the TDMA PCS Minicell site cabinets.

Physical Description

Figure 5-1 shows a typical outdoor TDMA PCS Minicell site in its basic configuration. This includes one Primary Cabinet, one Growth Cabinet, and one Power Cabinet. This Minicell site is positioned on a concrete pad. Other outdoor applications may be on a rooftop (see Chapter 7, Cabinet Placement) or on a non-Lucent Technologies ground level foundation. Similarly, TDMA PCS Minicell sites can be indoors. A typical indoor site will consist of one Primary Cabinet and one Growth Cabinet. Power will come from an existing power source within the building.

The Primary Cabinet (J41683A-1) houses the TDMA radio communication electronics, all the Minicell site control electronics, alarms, and T1 facilities interface. The cabinet contains its own set of independent circuit breakers which furnish power to the cabinet shelves. The cabinet door contains a heat exchanger to cool the cabinet electronics when used outdoors. The indoor Primary Cabinet does not contain a heat exchanger.

The Growth Cabinet (J41683B-1) contains additional TDMA radio communication electronics for omnidirectional or sectional growth. First applications may not need the additional cellular telephone capacity.

Lucent Technologies — Proprietary
See notice on first page

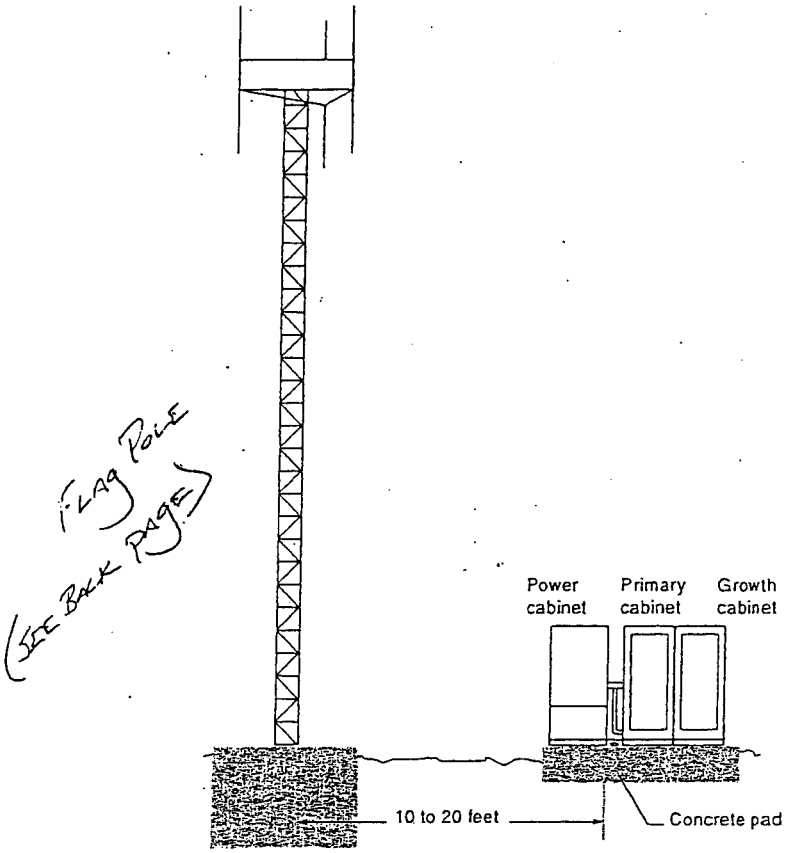


Figure 5-1. Outdoor TDMA PCS Minicell Site on Concrete Pad

The Power Cabinet (ED-7C785) is powered with 240 V AC (180-264 V AC) and contains power supply components (i.e., rectifiers, circuit breakers, and backup batteries). The cell site cabinets are powered by +24-volt DC (20.5-28 V DC) generated by DC rectifiers in the Power Cabinet. The DC circuit breakers inside the Power Cabinet distribute 24 V DC to other cell site cabinets. The Power Cabinet contains eight backup batteries, which can power the cell site for about 30 minutes in the event of an AC power failure. The backup batteries are continuously charged by the rectifiers in the Power Cabinet.

For indoor installations of TDMA PCS cell sites, a fully integrated, front access, +24 V power plant has been developed designated H569-424 CPS 4024 Frame Mount System for Wireless Applications. This power system includes a Cabinet Power System (CPS), Batteries, and DC Power Distribution. The +24 V CPS is

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See notice on first page

designed for cabinet applications where space and environmental considerations are critical. One to sixteen 12IR125 battery strings provide battery back-up for the power system. The 12IR125 battery is a valve regulated, rechargeable, stationary lead acid battery. Installation procedures for the H569-424 Power Plant are in Product Manual 167-102-120 (Comcode 107870107).

The Battery Backup Cabinet (ED-7C786) contains 16 backup batteries. These batteries are continuously charged by the Power Cabinet. There are four shelves of batteries. Temperature sensors control the battery shelf heaters. These heaters keep the batteries warm in cold weather. The optional Battery Backup Cabinet is intended for cell site applications where power blackouts can exceed the battery backup capability of the Power Cabinet.

Cabinet Dimensions

The overall dimensions of the TDMA PCS cell site cabinets are shown in Figure 5-2. The cabinet heights do not include the 5 inches required when the Lucent Technologies Mounting Brackets (847658267 and 847658325) are used.

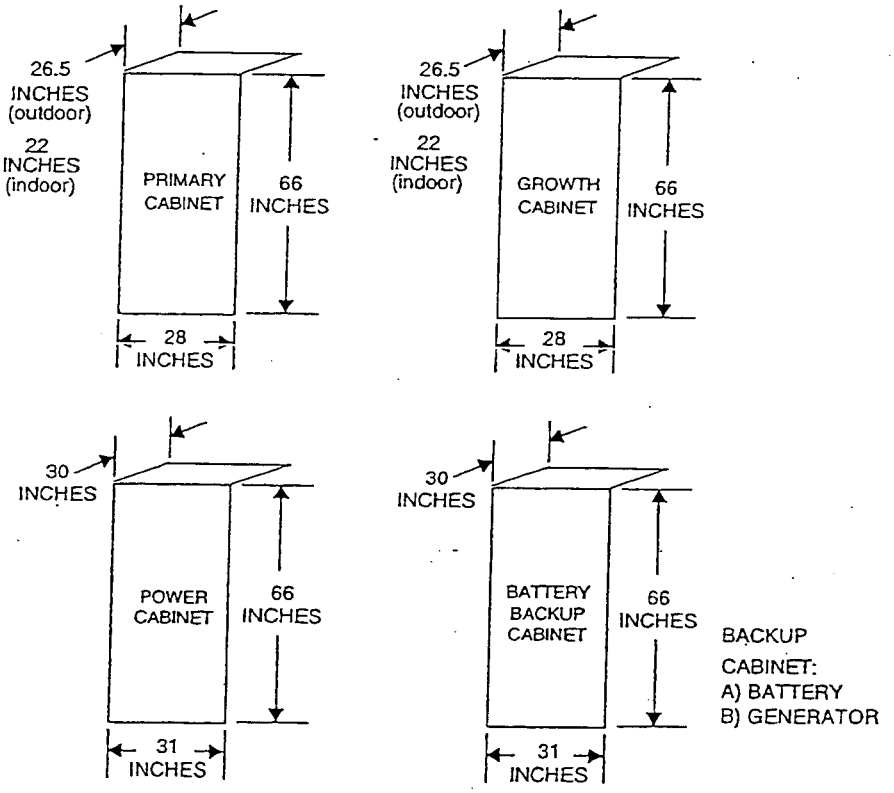


Figure 5-2. TDMA PCS Minicell Overall Cabinet Dimensions

TDMA PCS Minicell Cabinet Weights

Each cabinet is shipped in a separate container, with all of the TDMA PCS system equipment configured per customer order. The weight of each TDMA PCS Minicell Cabinet is listed in Table 5-1. These weights include the shipping skid (except battery). Battery weights are given in Table 5-2. The weight in pounds-per-square-foot is given in Table 5-3 to be used to determine rooftop or floor loading.

⇒ NOTE:
All weights are approximate.

Table 5-1. TDMA PCS Cabinet Weights

	Shipping		Equipped	
Cabinet	Indoor (lbs)	Outdoor (lbs)	Indoor (lbs)	Outdoor (lbs)
Primary	800	900	700	800
Growth	800	900	700	800
Power	-	500	-	1500
Battery Backup	-	500	-	2500

Table 5-2. Battery Weight

Item	Weight (lbs)
Batteries	120 each

Table 5-3. Loading Weight of Equipped Cabinet

Cabinet	Indoor[a]	Outdoor
Primary	165	188
Growth	165	188
Power	-	232
Battery Backup	-	387

a. Numbers are pounds per square foot

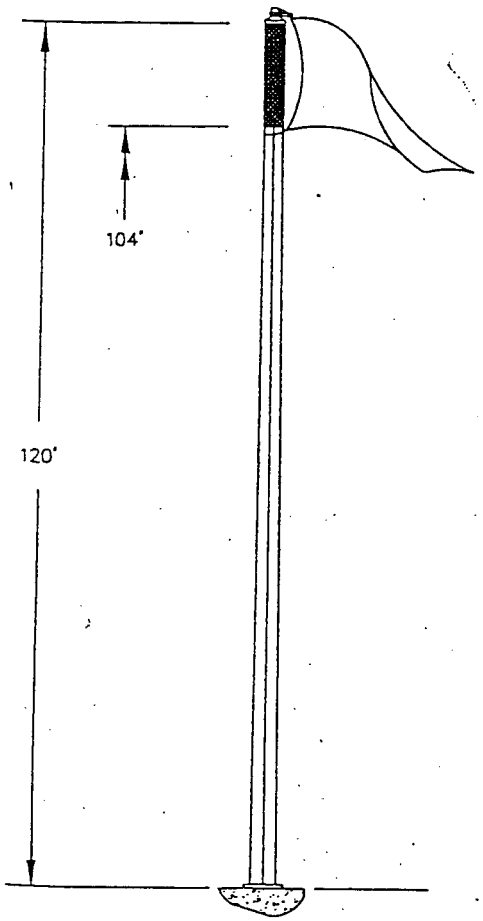
⇒ NOTE:
Floor loading calculations are based on the footprint of 28 inches x 22 inches for the radio cabinets and 31 inches x 30 inches for the Power Cabinet.

ENGINEERED ENDEAVORS INCORPORATED

Customer DIVINE INCORPORATED By JAY PARR 1/19/00 (Date)

Structure 120' FLAG POLE Checked ____ 6286 (Job/Quote No.)

SITE LOCATION: COLUMBIA, MO



ANTENNA LOADING:

(3) FR65-17-00DP PANEL ANTENNAS AT 117'

(3) FR65-17-00DP PANEL ANTENNAS AT 107'

(1) 20 in ø x 16 ft SPOOL WITH FIBERGLASS SHEATHING

(1) 20 ft x 30 ft FLAG

STATE OF MISSOURI
MICHAEL R. MOREL
NUMBER E-30291
REGISTERED PROFESSIONAL ENGINEER
1/19/00

Michael R. Morel

DESIGN NOTES:

DESIGNED IN ACCORDANCE WITH TIA/EIA 222-F

70 MPH BASIC WIND SPEED

1/2" RADIAL ICE

CASE I – 70 MPH BASIC WIND SPEED

CASE II – 75% OF 70 MPH WIND LOAD WITH 1/2" RADIAL ICE

NOTE: IT IS THE RESPONSIBILITY OF THE PURCHASER TO VERIFY THAT THE WIND LOADS AND DESIGN CRITERIA SPECIFIED MEET THE REQUIREMENTS OF ALL LOCAL BUILDING CODES

ENGINEERED ENDEAVORS, INC.

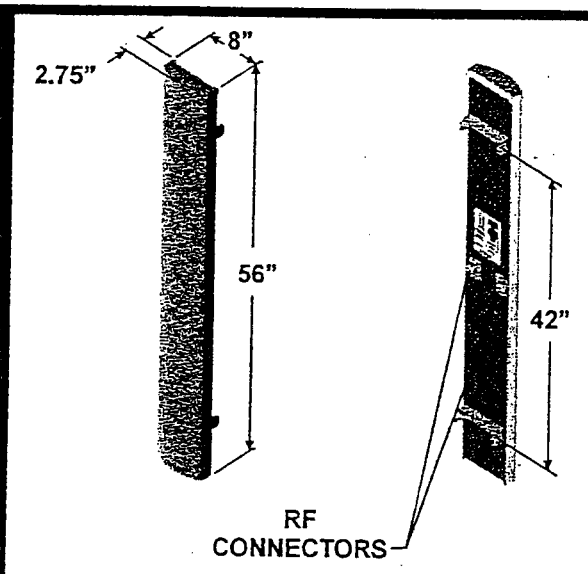
7610 Jenther Drive • Mentor, Ohio 44060
Telephone: (440) 918-1101 • Telefax: (440) 918-1108

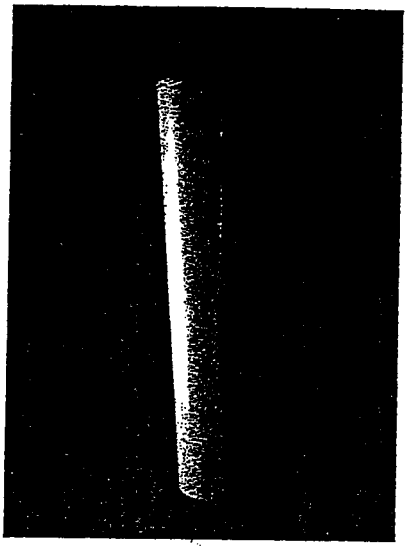
EMS WIRELESS

OptiFill™

FR65-17-XXXP

1850 MHz - 1990 MHz (P)





65° beamwidth

16.5 dBi gain

±45° DualPol™

56 inch

SPECIFICATIONS

Electrical

Azimuth Beamwidth	65°
Elevation Beamwidth	7°
Gain	16.5 dBi (14.4 dBd)
Polarization	Slant, ±45°
Port-to-Port Isolation	≥ 30 dB
Front-to-Back Ratio	≥ 25 dB (≥ 30 dB Typ.)
Electrical Downtilt Options	0°, 2°, 4°
VSWR	1.35:1 Max
Connectors	2;Type N or 7-16 DIN (female)
Power Handling	250 Watts CW
Passive Intermodulation	<-147 dBc (2 tone @ +43 dBm (20W) ea.)
Lightning Protection	Chassis Ground

Mechanical

Dimensions (L x W x D)	56in x 8in x 2.75in (142 cm x 20.3 cm x 7.0 cm)
Rated Wind Velocity	150 mph (241 km/hr)
Equivalent Flat Plate Area	3.1ft² (.29 m²)
Front Wind Load @ 100 mph (161 kph)	90 lbs (400 N)
Side Wind Load @ 100 mph (161 kph)	31 lbs (139 N)
Weight	18 lbs (8.2 kg)

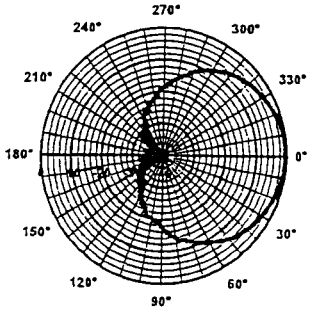
Note: Patent Pending and US Patent number 5, 757, 246.

Values and patterns are representative and variations may occur. Specifications may change without notice due to continuous product enhancements. Digitized pattern data is available from the factory or via the web site www.emswireless.com and reflect all updates.

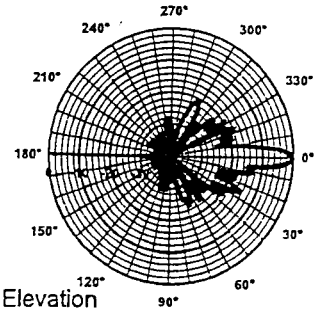
MOUNTING OPTIONS

Model Number	Description	Comments
MTG-P00-10	Standard Mount (Supplied with antenna)	Mounts to Wall or 1.5 inch to 5.0 inch O.D. Pole (3.8 cm to 12.7 cm)
MTG-S02-10	Swivel Mount	Mounting kit providing azimuth adjustment.
MTG-DXX-20*	Mechanical Downtilt Kits	0° - 10° or 0° - 15° Mechanical Downtilt
MTG-CXX-10*	Cluster Mount Kits	3 antennas 120° apart or 2 antennas 180° apart
MTG-C02-10	U-Bolt Cluster Mount Kit	3 antennas 120° apart , 4.5" O.D. pole.
MTG-TXX-10*	Steel Band Mount	Pole diameters 7.5" - 45"

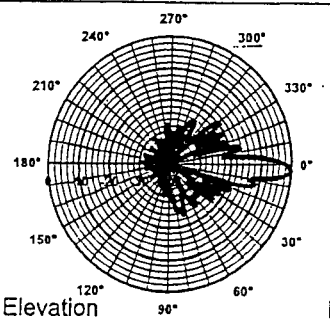
* Model number shown represents a series of products. See mounting options section for specific model number.



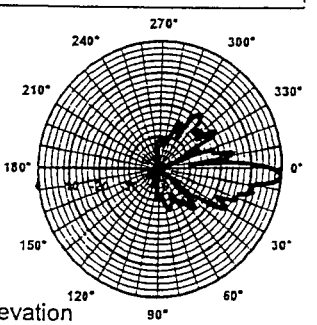
Azimuth



Elevation
0° Downtilt

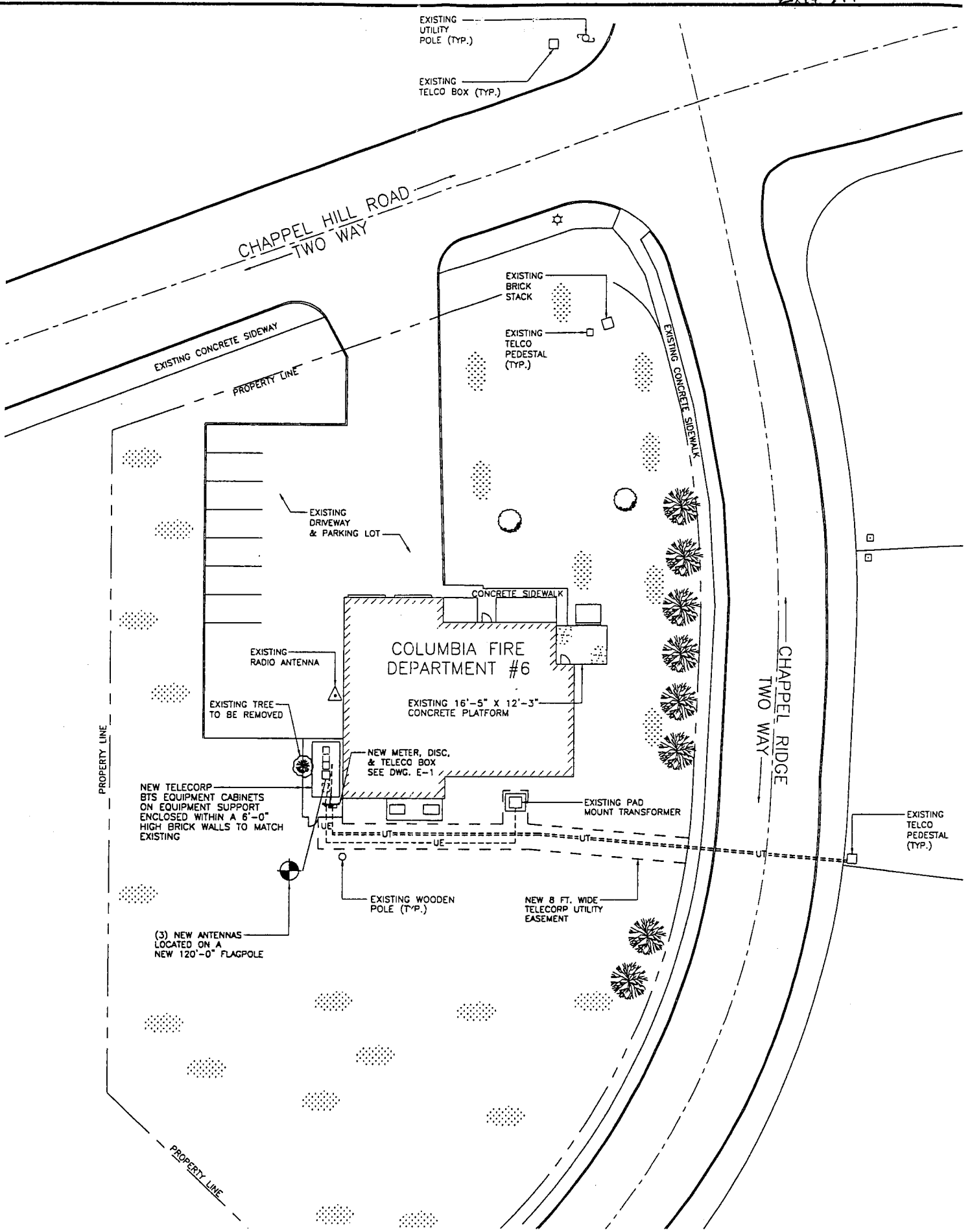


Elevation
2° Downtilt



Elevation
4° Downtilt

EXHIBIT C



SITE PLAN

SCALE: 1"=20'-0"

Source: Law CKN for MT

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Dec 16, 2013

Re: PCS Antenna Agreement with SBA Structures, LLC relating to the Lease of Property at Columbia Fire Station No. 6 (3112 Chapel Hill Road)

EXECUTIVE SUMMARY:

Staff has prepared an ordinance for Council consideration that would authorize the City Manager to sign a PCS Antenna Agreement with SBA Structures, LLC ("SBA"). The PCS Antenna Agreement with SBA authorizes the lease of up to 400 square feet of land at Fire Station No. 6 (3112 Chapel Hill Road) to locate a personal communications system (PCS), antenna mast and antennas.

DISCUSSION:

SBA has requested permission to lease of up to 400 square feet of land at Fire Station No. 6 (3112 Chapel Hill Road) to locate a personal communications system (PCS), antenna mast and antennas. The term of the proposed agreement is five (5) years beginning on March 21, 2015 and provides for an additional five (5) year renewal option. SBA will pay an annual fee of $21,600 to lease the Fire Station property. This fee is consistent with amounts charged for PCS towers at other City locations. Annual rent shall increase by 20% upon the exercise of the five (5) year renewal term.

FISCAL IMPACT:

SBA will pay an annual rental fee of $21,600 for the first five (5) years of the agreement. The annual rental fee shall increase by 20% upon the renewal of the five (5) year term.

VISION IMPACT:
http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

None.

SUGGESTED COUNCIL ACTIONS:

Passage of the ordinance authorizing execution of the PCS Antenna Agreement with SBA.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		**Program Impact**		**Mandates**	
City's current net FY cost	$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	$0.00	Duplicates/Expands an existing program?	No	**Vision Implementation impact**	
Amount of budget amendment needed	$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		**Resources Required**		Vision Impact?	No
One Time	$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	