

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 335-13

AN ORDINANCE

authorizing a PCS Antenna Agreement with Sprint Spectrum, L.P. relating to the lease of property and space on the Walnut Street water tower (15 East Walnut Street); 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 Sprint Spectrum, L.P. relating to the lease of property and space on the Walnut Street water tower (15 East Walnut Street). 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 _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

PCS ANTENNA AGREEMENT WALNUT STREET WATER TOWER

THIS PCS ANTENNA AGREEMENT is entered into this _____ day of _____, 2013, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Sprint Spectrum L.P., a Delaware limited partnership (hereinafter "SSLP").

WHEREAS, the City owns a water tower situated upon a tract of land on Walnut Street within the city limits of Columbia, and

WHEREAS, SSLP desires to mount a personal communications system (PCS) antenna upon the City's water tower and to locate equipment upon the tower site.

NOW, THEREFORE, the Parties agree as follows:

1. City owns a tract of land located at 15 East Walnut Street (more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference) upon which is erected a one million gallon water tower. Also located at the site and tower are various antennas and radio receivers and repeaters owned by City which are used for emergency service dispatching and general governmental communications. City agrees to lease SSLP 556.5 square feet upon the tract for the location of PCS equipment and to allow SSLP to locate PCS antennas upon the water tower together with the right of access to their equipment and electric and telephone lines to serve that equipment in accordance with the terms of this agreement as an accommodation to SSLP.

2. SSLP understands and agrees that City owns and maintains the tract and tower primarily to provide adequate water service and pressure to residents of City. Further, SSLP understands and agrees that City has located emergency and general communications equipment at the site in order to serve and protect the residents of City

and that SSLP's lease of space on the site is as an accommodation to it and is not an agreement by City to create a transferable business interest in City property for the benefit of SSLP or to subordinate City's use of the property to SSLP.

3. City agrees to lease 1,200 square feet to SSLP upon the Walnut Street water tower site for the location of PCS equipment. City further agrees to allow SSLP to mount six (6) antennas upon the water tower. The location of the PCS equipment and antennas shall be as depicted on **Exhibit B**, which is attached hereto and incorporated herein by reference.

4. The lease of space by City to SSLP is on a nonexclusive basis as City may lease space on the site to other communications providers. All installations at the site shall apply the concept of "last on." This means that any new user of the site and water tower shall be technically and financially responsible to resolve and cure any interference problems ("Third Party Interference") suffered by existing users caused by the last one's use of the site or water tower. In the case of interference caused or partially caused by outside sources, the transmitter owner and the recipient of the interference shall share the cost to solve the interference problem.

City acknowledges that SSLP's use at the site commenced on October 29, 1998 pursuant to the original Agreement and the installation of the PSC equipment at the site was permitted and is currently in compliance with the terms of said original Agreement.

5. SSLP's use of the space shall not interfere with City's use of the site for a water tower nor shall it interfere with City's emergency or general governmental operations. In the event SSLP's use does interfere with City's use of the site for a water tower or with City's emergency or general governmental operations, City shall give SSLP written notice of such interference and SSLP shall have thirty (30) days from the date of such notice to end any such interference. City's obligation to give SSLP 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 water tower, water supply and emergency or general governmental operations from such interference. If, after thirty

(30) days, SSLP is unable or for any reason does not cure the interference, City may terminate this agreement.

6. The term of this agreement is five (5) years beginning October 29, 2013. This agreement shall automatically renew for two (2) additional five (5) year terms unless the agreement is terminated by one 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 current five (5) year term, or is otherwise terminated as provided in this agreement.

7. For the use of the site, SSLP shall pay City Seventeen Thousand Two Hundred Eighty Dollars (\$17,280.00) annually. Rent shall be due each year by the fifth (5th) day of the month in which the agreement was executed and may be paid by electronic fund transfer. The annual rent shall increase by twenty percent (20%) for each renewal term of this agreement.

8. SSLP 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 water tower 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 water tower or be in the best interest of City. No consent shall be required for an assignment, sublease or other transfer to a parent, subsidiary or affiliated entity of SSLP or to an entity controlled by SSLP, under common control with SSLP, or controlling SSLP.

9. 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 SSLP:

Sprint Spectrum L.P.
Sprint Property Services
Site ID: ST03RW155-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

For Notice to City:

City of Columbia
Water & Light Department
ATTN: Director
P.O. Box 6015
Columbia, MO 65205-6015

Copies to:

Sprint Law Department
ATTN: Real Estate Attorney
Site ID: ST03RW155-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

Blumfeld, Kaplan & Sandweiss
ATTN: G. Anthony Taylor
168 North Meramec Avenue, 4th Floor
St. Louis, MO 63105-3763

10. Subject to the equipment installed pursuant to the original Agreement, all construction, installation, mounting or erection of SSLP's equipment, cables or antennas must have the prior approval of City. Because the water tower contains a significant percentage of City's potable water supply, SSLP must provide City with detailed engineering or construction plans before any proposed construction, installation or antenna mounting is allowed on the tank or any tower leg. No such work shall proceed until the plans are approved and the work is scheduled with City's Water and Light Department.

All construction, installation, mounting, erection or maintenance of SSLP equipment shall be done under the inspection of City's Water and Light Department to insure work methods are consistent with avoiding structural damage and contamination of the water inside the tower and meet OSHA, EPA, Missouri DNR, AWWA and City standards.

Bolted, welded, strapped or otherwise mounted equipment or appliances shall not damage the tower's paint or protective coating or otherwise create opportunities for corrosion caused by exposure to the elements or galvanic corrosion resulting from dissimilar metals. After SSLP has mounted its antennas and cables on City's water tower, SSLP must sand, prime, paint or apply any other necessary coating to prevent

rust and corrosion and cover or remove all scratches or marks to the tower's paint or protective coatings. All such repairs to the finish shall include the immediate repair of the surrounding area as required by City's Water and Light Department. All paints, primers or protective coatings must receive City approval before use.

SSLP understands and agrees that City conducts routine maintenance of the water tower which includes regular finish repair and occasionally a total repainting of the structure. If such routine repairs or repainting is necessary during a term of this agreement, City shall give SSLP at least ninety (90) days notice of the work. SSLP shall be responsible at its own expense to remove its antennas and equipment from the tower if necessary so that City's maintenance may be accomplished.

In the event repairs or maintenance to be performed by City requires that SSLP's PCS or related equipment be temporarily removed from the site, thereby causing a disruption in PCS service from the site, SSLP may bring a mobile cellular on wheels (cow) on the property at a location approved by City so as not to interfere with any repairs or maintenance being performed to the water tower.

SSLP's rent shall be abated for the amount of time it has neither its antennas nor equipment in place on the tower or a "cow" in place at the site because of City's maintenance work.

In the event of an emergency that requires City to access the water tower or site in a manner which interferes with SSLP's use, City will try to give as much notice to SSLP as it effectively can. However, City does not guarantee that in the event of such an emergency, SSLP will get the notice SSLP deems adequate.

11. SSLP may, at its expense, make such improvements on the site as it deems necessary for the operation of a PCS. Such improvements shall be subject to City's prior approval in the same manner as the original construction, installation, mounting or erection of its equipment. Upon termination or expiration of this agreement, SSLP shall remove its equipment and improvements and will restore the site to substantially the condition existing on the commencement date and SSLP shall repair, restore and sand, prime and paint all surfaces and marks to the water tower's paint or protective coating in the same manner as it set out herein above.

12. SSLP shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation and removal of improvements authorized herein, including FAA marking or lighting requirements, and 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 such improvements. City and City's officers, agents or employees shall not be liable to SSLP for any loss or damages or claims arising out of personal injuries or property damage on the Premises except those that are a result of the acts or omissions of City or its officers, agents or employees.

13. 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 thirty (30) days of receipt of written notice or default; or
- (2) by SSLP, upon written notice to City, if SSLP 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 SSLP, if SSLP 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 SSLP, upon written notice, if the site or equipment are destroyed, removed or damaged and rendered unsuitable for normal use or by expiration of agreements to access the antenna tower erected by a previously permitted PCS operator.

- (5) During the renewal terms, City may also terminate this agreement at any time by giving SSLP twelve (12) months prior written notice of its intent to do so.

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

C. Upon termination of this agreement, whether by expiration, cancellation, forfeiture or otherwise, SSLP shall have the right to remove from the site all aboveground equipment and improvements installed, placed or erected on the site by SSLP unless as otherwise stated in this agreement. SSLP shall have ninety (90) days after termination of this agreement within which to dismantle and remove the other improvements it has made and upon removal, SSLP shall restore the site to its original contour and to reseed or resod any disturbed soil. If SSLP fails to remove its equipment and other improvements within the ninety (90) day period, such 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 SSLP; any costs to restore the tower shall be borne by SSLP. This provision shall survive the end of term or termination of the agreement.

14. SSLP shall not use or bring on to the site any materials, substances, or thing, that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

If during the term of the agreement there is a determination made pursuant to an official unappealable order of the FCC that use of the site by SSLP poses a human health hazard which cannot be remediated, then SSLP will immediately cease all operations and the agreement will terminate as of the date of such order. If the FCC order determines that such use of the site poses a human health hazard which can be remedied by SSLP, then SSLP shall immediately undertake to remediate the hazard and if SSLP does not immediately so undertake, City may immediately terminate the agreement.

15. In order to allow SSLP to record a memorandum of the lease with the County Recorder, City will sign a memorandum of lease, provided SSLP has first provided City with a pre-signed release of that memorandum along with SSLP's permission to record the release in the event the agreement is terminated.
16. SSLP 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 shall provide that cancellation will not occur without at least thirty (30) days prior written notice to City.
17. SSLP will be responsible for payment of all personal property and other taxes assessed upon and arising from its use of the PCS facilities at the City's site and water tower.
18. This agreement constitutes the entire agreement and understanding of the parties. Any amendments to this agreement must be in writing and executed by both parties.
19. This agreement shall be construed in accordance with the laws of Missouri. Should any litigation be instituted as a result of this agreement, venue shall be proper only in the Circuit Court of Boone County, Missouri or the United States District Court for the Western District.
20. The agreement shall be deemed to meet the commercial lease safe harbor of the Bankruptcy Code. In the event SSLP files for bankruptcy relief, SSLP shall within thirty (30) days of filing for relief either affirm the agreement and bring all payments current or reject the agreement and remove its towers within sixty (60) days.
21. It is the intent of the parties that if any section, sentence, clause, term, phrase or any portion of this PCS Antenna Agreement is, for any reason, held invalid,

unconstitutional, noncompliant with current or future legislative statute, or is otherwise amended or invalidated by any court or administrative agency of competent jurisdiction or other third party, this entire agreement shall be invalid and void.

It is further the intent of the parties that, notwithstanding any other provision of this agreement, that this provision shall take precedence over all other provisions and if any change is made to the agreement, no matter how minor, that all provisions of the agreement are void and the parties shall be in the same position as if the agreement had never existed.

22. 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:

SPRINT SPECTRUM L.P.

By: 
Print Name: James Blain
Title: Manager Vendor Management

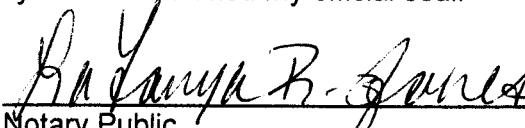
ATTEST: (if corporation)

Secretary

STATE OF Kansas)
COUNTY OF Johnson) ss.

On this 17th day of October, 2013, before me, a notary public, appeared James B. Blain to me personally known, who being by me duly sworn did say that they are a member of Sprint Spectrum L.P., a Delaware limited partnership, and that this instrument was signed on behalf of said limited partnership and further acknowledged that they executed the same as their free act and deed for the purpose therein stated and that they have been duly granted the authority by said limited partnership to execute the same.

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


Notary Public

My commission expires: 9-11-2017

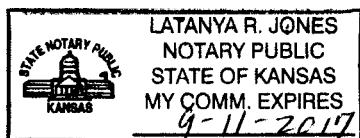


Exhibit A
Land Legal Description

Columbia Water Tower; 13 E. Walnut
Columbia, MO 65203 US
Center...: Boone County, MO
Lats & Long: 38.95X-92.34

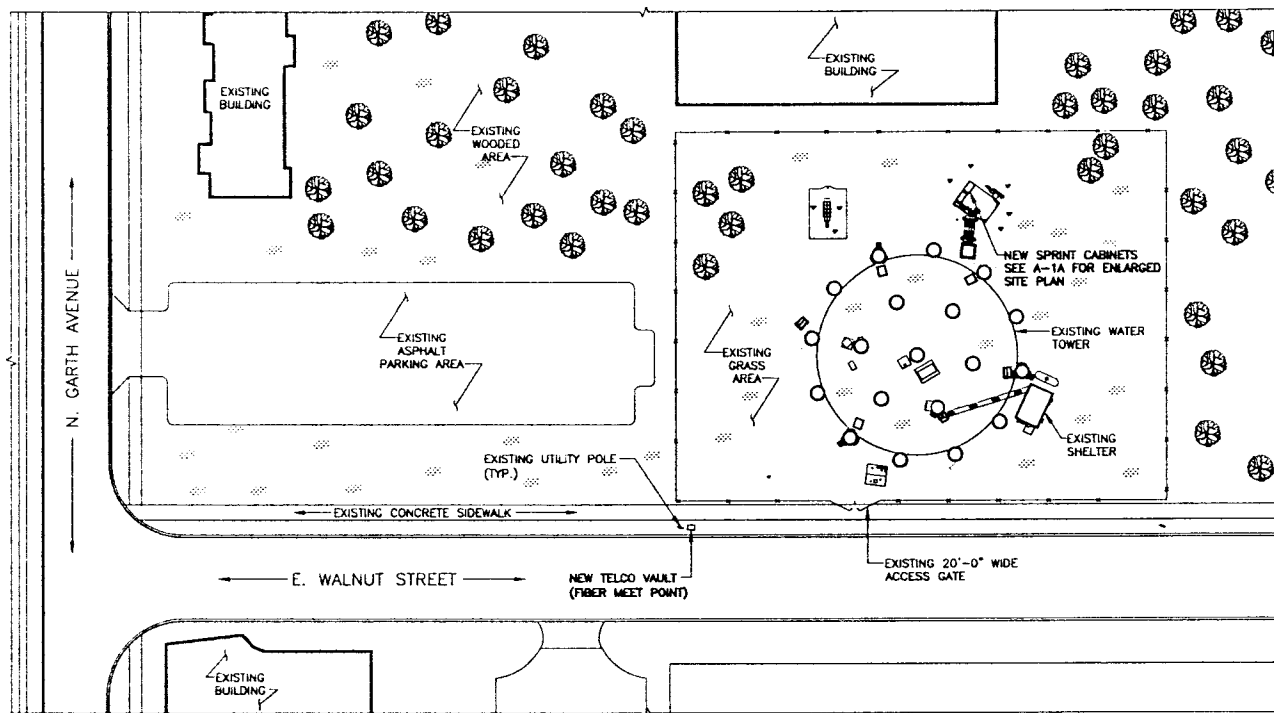
Exhibit B

Location of PCS Equipment and Antennas

(See attached.)

AFB	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMS.	ABOVE MEAN SEA LEVEL
APPRX.	APPROXIMATE
AWG	American Wire Gauge
BDS	BUILDING
BTS	BASIC TRANSCEIVER STATION
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CND	CONDUIT
CWG	DRAWING
F	FOOT(FEET)
EGB	EQUIPMENT GROUND BAR
ELED	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ELEV	ELEVATION
EQUIP	EQUIPMENT
(E)	EXISTING
EXT	EXTENSION
FND	FOUNDATION
F	FIBER
GA	GAUGE
GALV	GALVANIZED
GPS	GLOB. POSITIONING SYSTEM
GND	GROUND
IN	INCH(ES)
INT	INTERIOR
LBS(S)	POUND(S)
LTE	LONG TERM EVOLUTION
MAX	MAXIMUM
MFR	MANUFACTURER
MOB	MASTER GROUND BAR
MIN	MINIMUM
MMHS	MULTI-MODE BITS
NOT	NOT TO SCALE
O.C.	ON CENTER
OE/OI	OVERHEAD ELECTRIC/TELECOM
PPC	POWER PROTECTION CABINET
RBS	RADIO BASED STATION
RRU	REMOTE RADIO UNIT
RCS	REINFORCED GALVANIZED STEEL
SCAR	SCREW
SFP	SMALL FORM-FACTOR PLUGGABLE TRANSCEIVER UNITS
STL	STEEL
TPP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD
W/	WITH
XFMR	TRANSFORMER
#	POUND(S)

	REVISION
	WORK POINT
	UTILITY POLE
	BRICK
	COMPRESSED STONE
	CONCRETE
	EARTH
	GRAVEL
	MASONRY
	STEEL
—	CENTERLINE
—	PROPERTY LINE
- - - - -	LEASE LINE
- - - - -	EASEMENT LINE
— X — X —	CHAIN LINK FENCE
— □ — □ —	WOOD FENCE
— W —	BELOW GRADE ELECTRIC
— UT —	BELOW GRADE TELEPHONE
— OE/OT —	OVERHEAD ELECTRIC, TELEPHONE
	SECTION REFERENCE



1 SITE PLAN
SCALE: 1" = 50'-0"

The site plan shows a building footprint with a central rectangular area and two smaller rectangular areas on the left side. A parking lot is located to the right of the building. The plan is oriented with North at the top. A scale bar indicates 0, 25, 50, and 75 feet. The surrounding streets are labeled: 'ST. 1' to the north, 'ST. 2' to the east, and 'ST. 3' to the south.

Sprint

CONSULTANT:

FULLERTON

9600 W. BRYN MAWR AVE., SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0206
COA# 201000400
www.FullertonEngineering.com

ST03RW155

COLUMBIA WATER
TANK

13 E. WALNUT STREET
COLUMBIA, MO 65203
BOONE COUNTY

STAMP:



DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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REVISION

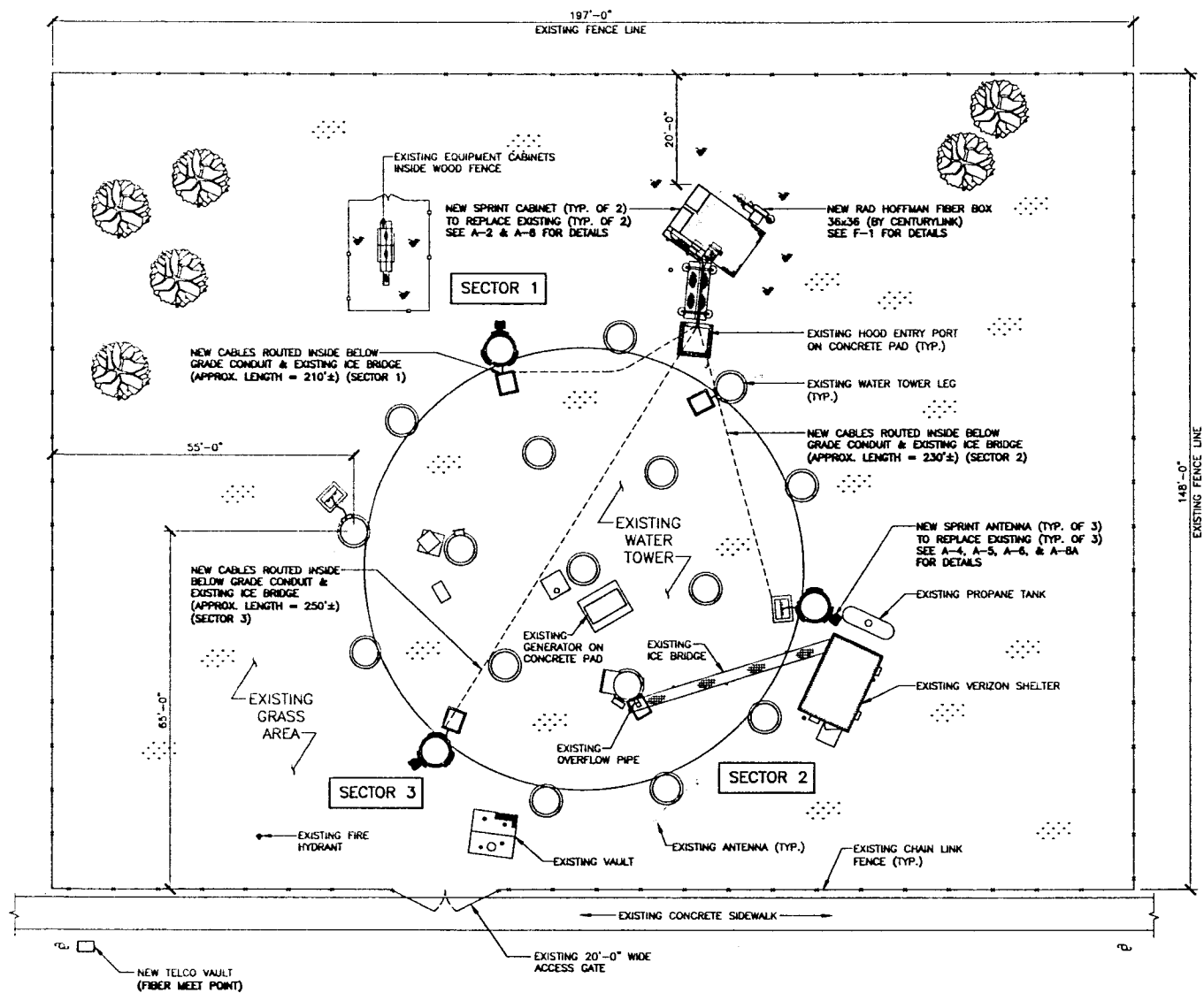
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A	90% REVIEW	LA	10/2/12
B	FINAL	JG	01/09/13

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1



1 ENLARGED SITE PLAN
 SCALE: 1" = 20'-0"
 0 10 20 30

PREPARED FOR:

Sprint

11320 LACKLAND RD.
 ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
 ENGINEERING DESIGN

9400 W. BRYN MAWR AVE, SUITE 200
 ROSEMONT, ILLINOIS 60018
 TEL: 847-292-0200
 FAX: 847-292-0206
 CO.# 201000400
 www.FullertonEngineering.com

SITE NUMBER:

ST03RW155

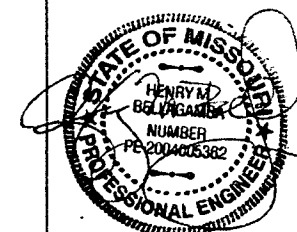
SITE NAME:

COLUMBIA WATER
 TANK

SITE ADDRESS:

13 E. WALNUT STREET
 COLUMBIA, MO 65203
 BOONE COUNTY

STAMP:



DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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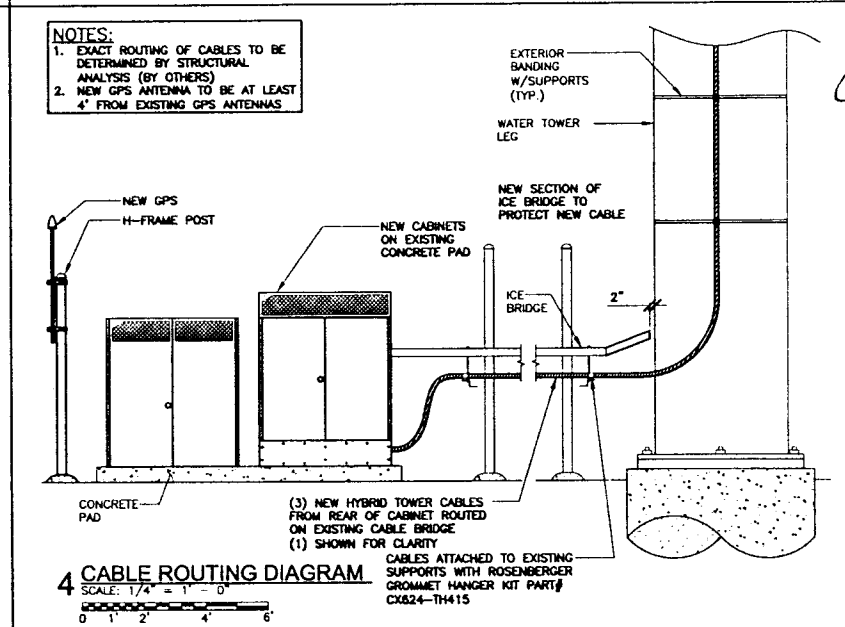
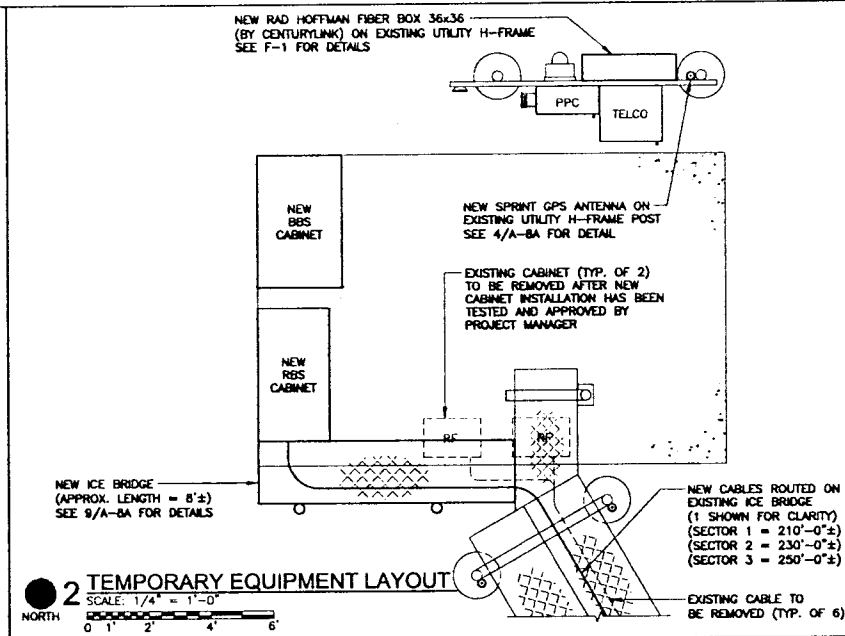
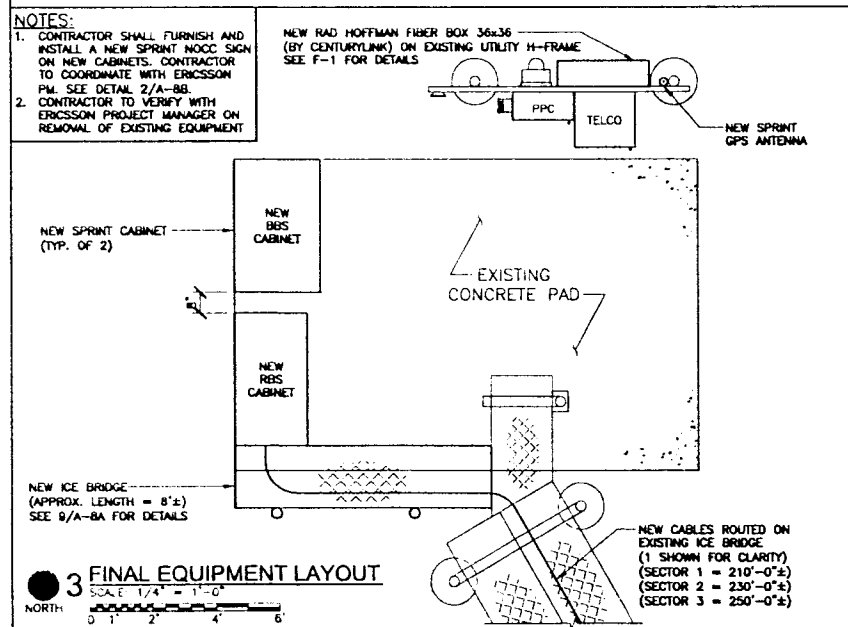
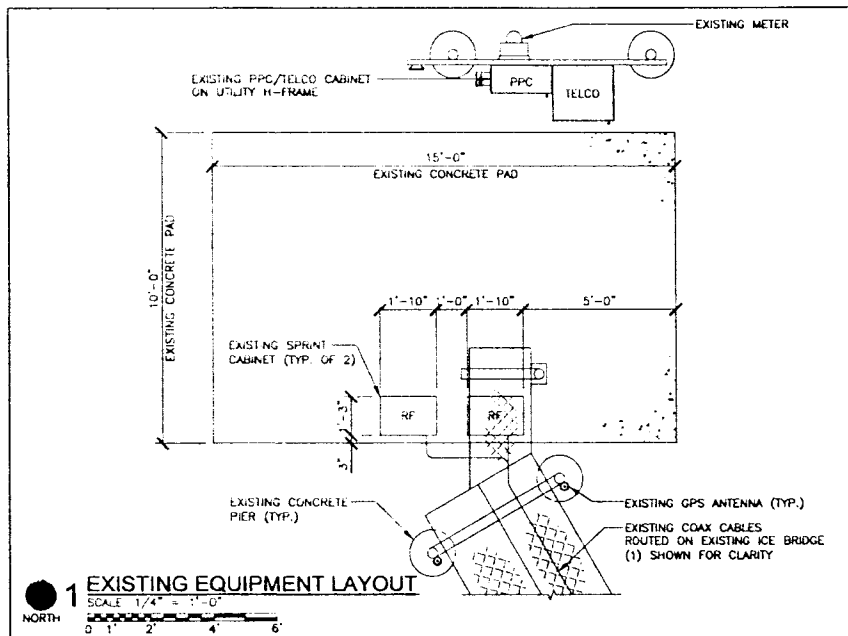
REVISION		
NO	DESCRIPTION	BY DATE
A	90% REVIEW	LA 10/2/12
B	FINAL	JG 01/09/13

SHEET TITLE

**ENLARGED
 SITE PLAN**

SHEET NUMBER

A-1A



PREPARED FOR:

Sprint

11320 LACKLAND RD.
ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
ENGINEERING & DESIGN

1400 W. BAYN MAWR AVE, SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0204
COAH 201000400
www.fullertonengineering.com

SITE NUMBER:
ST03RW155

SITE NAME:
COLUMBIA WATER TANK

SITE ADDRESS:
13 E. WALNUT STREET
COLUMBIA, MO 65203
BOONE COUNTY

STAMP:

STATE OF MISSOURI
HENRY M. BELMAGUER
NUMBER
PE 2004005362
PROFESSIONAL ENGINEER

DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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NO.	DESCRIPTION	BY	DATE
A	90% REVIEW	LA	10/2/12
B	FINAL	JG	01/09/13

SHEET TITLE
EQUIPMENT SITE PLANS

SHEET NUMBER
A-2

RF SIGNAGE:

NO SIGNAGE EXISTS. TOWER OWNER IS RESPONSIBLE TO PROVIDE APPROPRIATE SIGNAGE, SEE 2/A-BB FOR DETAIL.

NOTES:

PROTECTION OF HYBRID CABLING MUST MEET THESE MINIMUM REQUIREMENTS IN BOTH CONSTRUCTION DRAWINGS AND INSTALLATION.

- HYBRID CABLING MUST BE PROTECTED WITHIN 2" OF TOWER
- HYBRID CABLING MUST BE PROTECTED WITHIN 2" OF EQUIPMENT

ANTENNA NOTES:

1. THE SIZE, HEIGHT AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH ERICSSON REPRESENTATIVE.
3. ALL ANTENNA AZIMUTHS ARE TO BE TAKEN FROM TRUE NORTH.

STRUCTURAL NOTES/SPRINT STRUCTURAL**SERVICES COMPLIANCE NOTE:**

1. FULLERTON ENGINEERING CONSULTANTS, INC. CERTIFIES THAT SPRINT'S ENTIRE ANTENNA STRUCTURE, INCLUDING TOWER PLATFORMS, ARMS AND ALL OTHER ASPECTS OF THE STRUCTURE WILL SUPPORT THE SPRINT NETWORK VISION EQUIPMENT DEPLOYMENT.
2. STRUCTURAL CALCULATIONS FOR THE TOWER WERE PREPARED BY FULLERTON ENGINEERING, INC. AND THOSE CALCULATIONS CERTIFY THE CAPACITY OF THE TOWER STRUCTURE FOR THE DEPLOYMENT OF THE SPRINT NETWORK VISION EQUIPMENT. CONTRACTOR TO COORDINATE WITH PROJECT MANAGER TO OBTAIN A COPY.
3. CONTRACTOR TO REFER TO STRUCTURAL CALCULATIONS OF THE TOWER FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF THE STRUCTURE SHALL BE MADE WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.

NOTES:

1. CONTRACTOR TO FIELD VERIFY ANTENNA CABLE LENGTHS.
2. ALL MAIN CABLES WILL BE COLOR CODED AT THREE (3) LOCATIONS.
3. COLOR CODE ALL ANTENNA AND COAX WITH 2" WIDE BANDS OF COLORED TAPE WITH 1" SEPARATION BETWEEN BANDS - SEE SHEET A-9.
4. COLOR CODE ALL TOP AND BOTTOM GROUND KITS WITH 1" WIDE BANDS OF COLORED TAPE WITH 1/2" SEPARATION BETWEEN BANDS.
5. START COLOR BANDS 2" BEYOND WEATHERPROOFING.
6. START SECTOR COLOR NEXT TO ENO CONNECTOR.
7. ALL MAIN CABLES WILL BE GROUNDED W/ COAXIAL CABLE GROUND KITS AT:
 - THE ANTENNA LEVEL
 - MID LEVEL IF TOWER IS OVER 200'
 - BASE OF TOWER PRIOR TO TURNING HORIZONTAL
 - TERMINATION OF COAX LINES TO JUMPERS
8. ALL NEW GROUND BAR DOWNLEADS ARE TO BE CADWELDED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4FT BELOW GROUND BAR.
9. PROVIDE BUSS BAR NEAR BITS FOR ATTACHMENT OF WAXX COAX GROUND KITS

COAXIAL ANTENNA CABLE NOTES:

1. THE ANTENNA COAXIAL CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH 3 TYPEWRITTEN SWEEP TESTS (ANTENNA RETURN LOSS TEST). THIS TEST SHALL BE PERFORMED TO THE SPECIFICATIONS AND PARAMETERS OUTLINED BY THE SPRINT RADIO FREQUENCY (RF) ENGINEER. THIS TEST SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE.
2. THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH 3 TYPEWRITTEN TIME DOMAIN REFLECTOMETER (TDR) TESTS TO VERIFY CABLE LENGTH AND TO CHECK FOR WATER DAMAGE.
3. VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
4. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" JUMPERS AND SHALL NOT EXCEED 6'-0". MAXIMUM LENGTH FOR THE JUMPERS AT WAXX BITS UNITS WILL BE 6'-0".
5. IF COAX IS BEING RE-USED FOR THIS INSTALLATION, PRE AND POST ANTENNA LINE SWEEPS ARE REQUIRED.
6. UPON COMPLETION, PROVIDE A HEIGHT VERIFICATION DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/EIA/TIA-222; APPENDIX B FOR WIND LOADING; "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES" OR APPLICABLE LOCAL CODES.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIPPED GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
6. MINIMUM HORIZONTAL SPACING SHALL BE 2'-0" BETWEEN ALL ANTENNAS.

2 ANTENNA NOTES

SCALE: N.T.S.

PREPARED FOR:

Sprint

11320 LACKLAND RD.
ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
ENGINEERING CONSULTANTS, INC.

9600 W. BAYN MAWR AVE, SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0204
COAX: 201000400
www.FullertonEngineering.com

SITE NUMBER:

ST03RW155

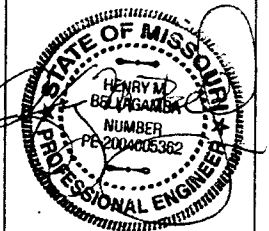
SITE NAME:

**COLUMBIA WATER
TANK**

SITE ADDRESS:

13 E WALNUT STREET
COLUMBIA, MO 65203
BOONE COUNTY

STAMP:



DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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REVISION	
NO	DESCRIPTION
A	90% REVIEW
B	FINAL

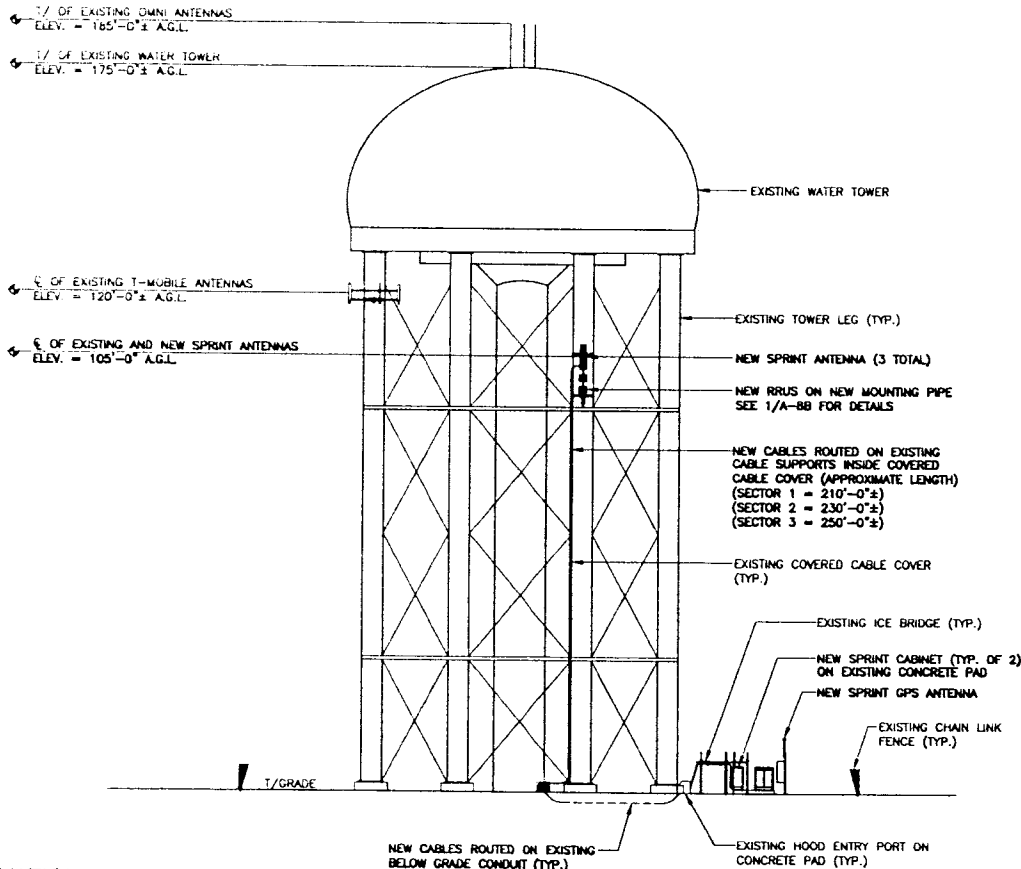
BY	DATE
LA	10/2/12
JG	01/09/13

SHEET TITLE

SITE ELEVATION

SHEET NUMBER

A-3

**1 ELEVATION**

SCALE: 1" = 30'-0"

0 15 30 45

CONTRACTOR TO VERIFY LATEST
REVISION OF RFDS IN SITE HANDLER
PRIOR TO CONSTRUCTION

PREPARED FOR:

Sprint

11320 LACKLAND RD.
ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
FURNITURE & HOME DECOR

9600 W. BRYN MAWR AVE., SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0200
FAX: 847-292-0206
COAX 201000400
www.FullartonEngineering.com

SITE NUMBER:

ST03RW155

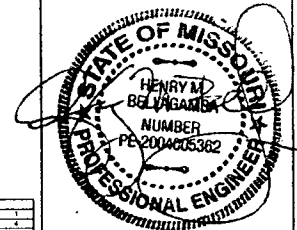
SITE NAME:

COLUMBIA WATER
TANK

SITE ADDRESS

13 E. WALNUT STREET
COLUMBIA, MO 65203
BOONE COUNTY

STAMP:



DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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REVISION			
NO	DESCRIPTION	BY	DATE
A	90% REVIEW	LA	10/2/12
B	FINAL	JG	01/09/13

SHEET TITLE

RFDS SHEET
(VB3, 11/12/2012)

SHEET NUMBER

A-4

File #	83
Date	11-12-2012

Full Call Phone	
-----------------	--

FROM C-44

Case no.	1103PM153
Station	911 WATLAND HEIGHTS-BAC 12
Unit	28 053004
Time	02 35756
Device type	WATER TOWER

	REG1	REG2
Enter 375 #		
Press 375 #		
Enter Cost 4	400	
Press Cost 4		
REGS Customer 1	Customer	

Number of Dec. 1993	3
---------------------	---

ANTENNA #1 (2000 MHz & 1000 MHz - 2000 MHz)						
	Antenna1	Antenna2	Antenna3	Antenna4	Antenna5	Antenna6
Feed	Antenna1	Antenna2	Antenna3	Antenna4	Antenna5	Antenna6
Power	AP-1000MHz-1000	AP-1000MHz-1000	AP-1000MHz-1000	AP-1000MHz-1000	AP-1000MHz-1000	AP-1000MHz-1000
Antenna Length	1	1	1	1	1	1
Antenna Gain	0	0	0	0	0	0
Antenna Loss	0	0	0	0	0	0
Antenna Type	1	1	1	1	1	1
Antenna Size	2	2	2	2	2	2
Antenna Color	3	3	3	3	3	3
Antenna Material	4	4	4	4	4	4
Antenna Weight	5	5	5	5	5	5
Antenna Height	6	6	6	6	6	6
Antenna Diameter	7	7	7	7	7	7
Antenna Volume	8	8	8	8	8	8
Antenna Surface Area	9	9	9	9	9	9
Antenna Perimeter	10	10	10	10	10	10
Antenna Mass	11	11	11	11	11	11
Antenna Density	12	12	12	12	12	12

	Customer Activities (For G&B Use - Track Sales Only)				
	Invoice 1	Invoice 2	Invoice 3	Invoice 4	Invoice 5
Customer					
Address					
Telephone (ext.)					
Account # (G&B)					
Order date					
Invoice #					
Product					
Quantity					
Price					
Total					
Notes					

[illegible]

Min. Reserva 3-65 Nativos

Black & Veatch Engineering and Construction

[illegible][illegible]

Locations		Towers@Bayer@BNU					
		CABLING					
		Backset 1	Backset 2	Backset 3	Backset 4	Backset 5	Backset 6
2" Cable Length: Heavy		10' min	10'	10'			
2" Cable Length: Light		10' min	10'	10'			
Cable Type		Twisted Cable	Twisted Cable	Twisted Cable	Twisted Cable	Twisted Cable	Twisted Cable
Cable 1 Manufacturer		nm-3	nm-5	nm-5			
Cable 2 Manufacturer		nm-3	nm-5	nm-5			
Cable 3 Manufacturer		nm-3	nm-5	nm-5			
Cable 4 Manufacturer		nm-3	nm-5	nm-5			
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E-Case Case: BODIPY AMIDE - 10000						
	Comments					
	Sector1	Sector2	Sector3	Sector4	Sector5	Sector6
Start	1	1	1			
End/EndType	NFI	NFI	NFI			
Interval	(BC1000G-1)	(BC1000G-1)	(BC1000G-1)			
Scan rate	3.9 GB	3.9 GB	3.9 GB			

DOO RMU FILTER						
	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6
Count	1	1	1			
Notes/Disposal	Incinerated	Incinerated	Incinerated			

Technology	800 (1AMB)	800 (1AMB)	800 (1AMB)			
and						

[illegible]

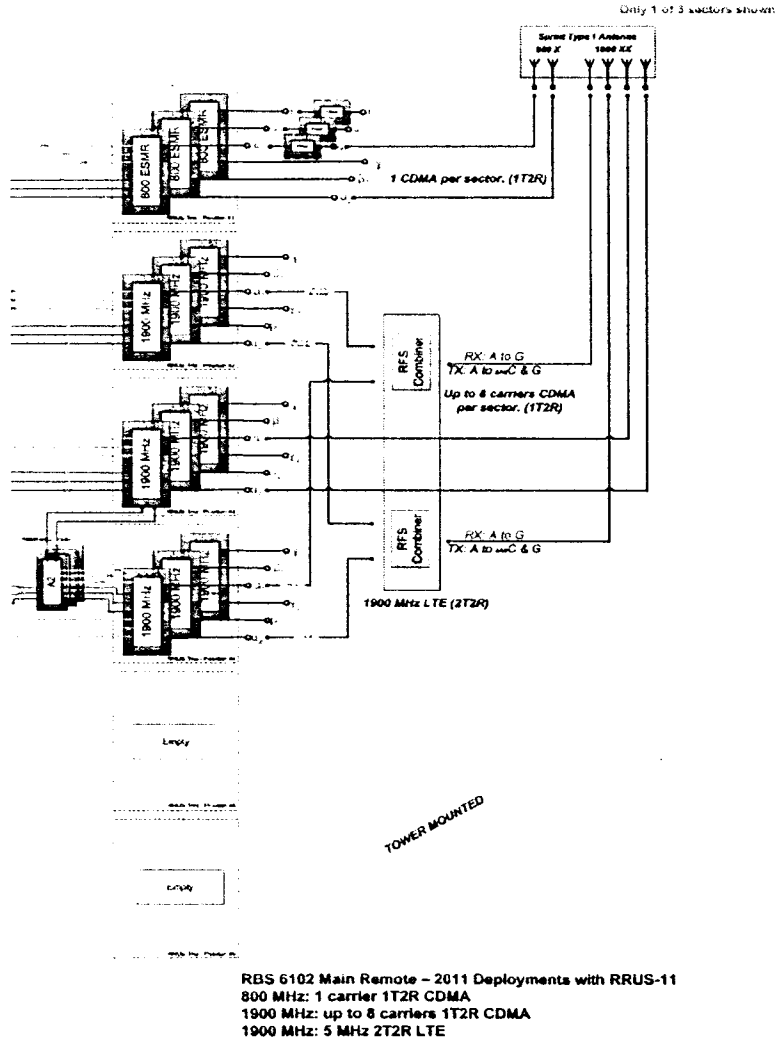
	Count	Model
#163	1	#102
#66	1	#102
BW Zip		
BW Zip #66		

Carrier Information	Scheduling Frequ		Channel & Bandwidth Counts				
	Capable	Frequency	TV (MHz)	192	255 MHz	Per Carrier	
1a ADV-600	1		862 275-818 525	180	6	182	
EVDO-600	3			0	0	0	
1a ADV-1800	3	6.25 475 450	1800 825-1884 375	1870 825-1884 375	576	18	182
EVDO-1800	3	800 475 525	1900 825-1984 375	1870 825-1884 375	576	18	181
LTE 1800			1880 800-1886 000	1870 800-1818 000			

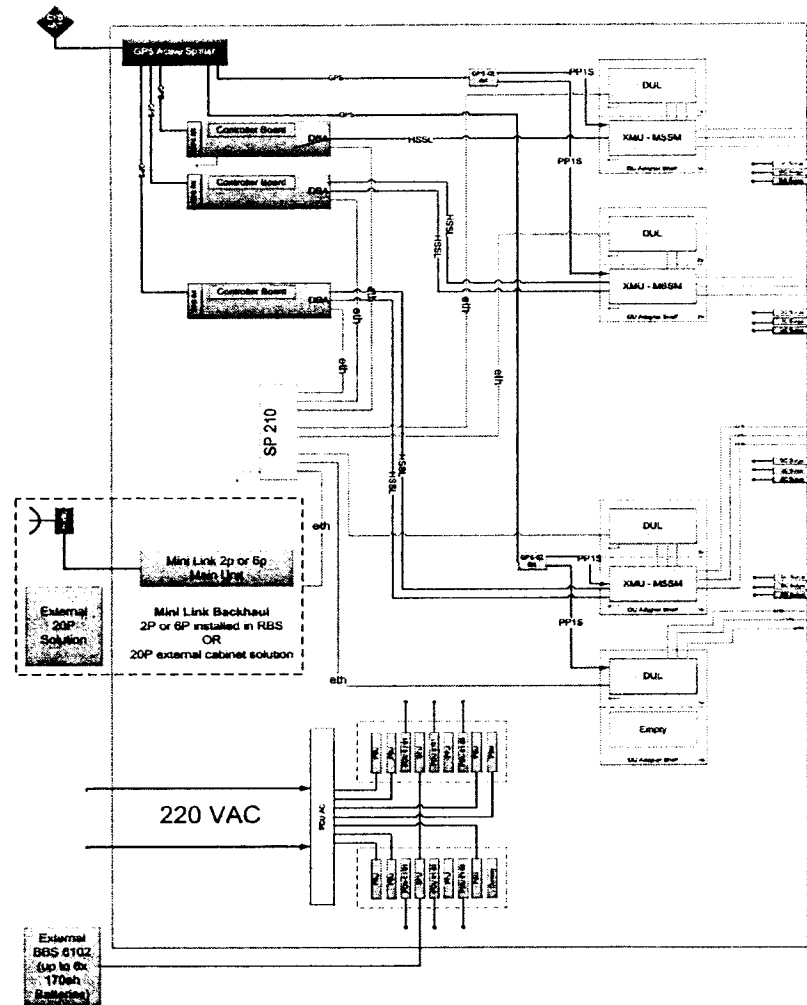
R&S Configuration			R&S Cards		
R&S Module	R&S1	R&S2	Card	R&S1	R&S2
CRMS			CRMS		
DAI	0	0	AE MA (1900)	0	0
DAI	0	0	AE M (1800)	0	0
CEEM	0	0	AE MA (800)	0	0
DIA	4	0	AE M (400)	0	0

TE COUNTS	
COMA 800	1
COMA 1800	4
EVDO 800	0
EVDO 1800	6
SITE	0

1888 3G Radio Config	
Radio Number	Freq Vact
Radio 1	(480.475, (125.800)
Radio 2	(178.85-26.7)
Radio 3	
Radio 4	



1 ANTENNA WIRING DIAGRAM
SCALE: N.T.S.



2 RBS WIRING DIAGRAM
SCALE: N.T.S.

PREPARED FOR:

Sprint

11320 LACKLAND RD.
ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
ENGINEERING & DESIGN

9400 W. BRYN MAWR AVE., SUITE 200
ROSEMONT, ILLINOIS 60018
TEL: 847-292-0300
FAX: 847-292-0304
COW# 201000400
www.FullertonEngineering.com

SITE NUMBER:

ST03RW155

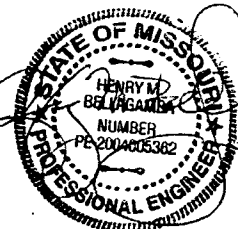
SITE NAME:

COLUMBIA WATER
TANK

SITE ADDRESS:

13 E. WALNUT STREET
COLUMBIA, MO 65203
BOONE COUNTY

STAMP:



DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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REVISION

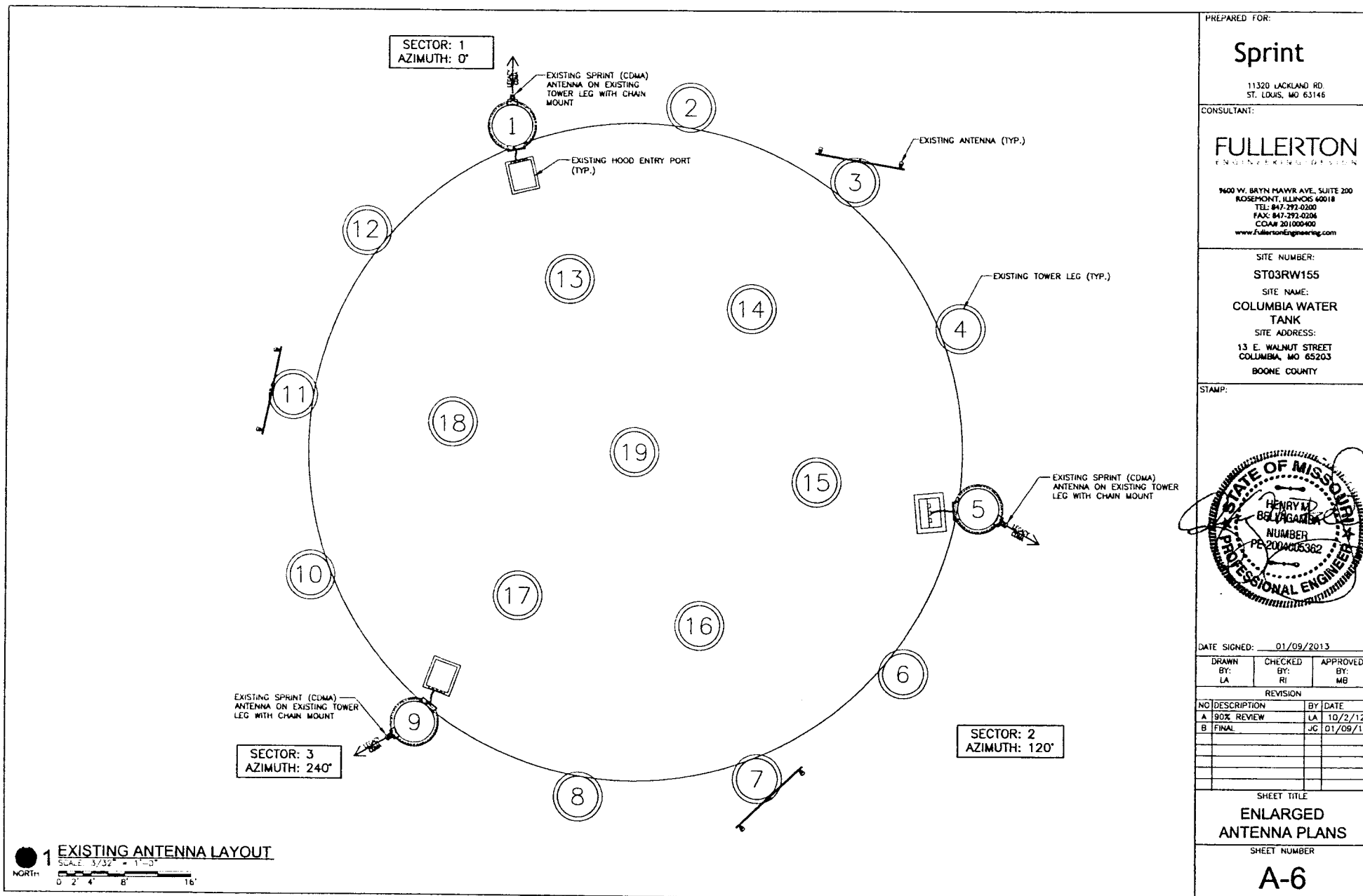
NO	DESCRIPTION	BY	DATE
A	90% REVIEW	LA	10/2/12
B	FINAL	JG	01/09/13

SHEET TITLE

**EQUIPMENT
DIAGRAMS**

SHEET NUMBER

A-5



PREPARED FOR:

Sprint

11320 LACKLAND RD.
 ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
 ENGINEERING & DESIGN

1600 W. BAYN MAWR AVE., SUITE 200
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SITE NUMBER:

ST03RW155

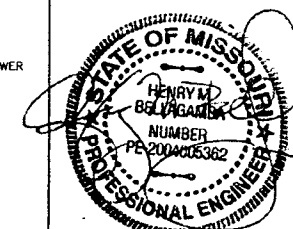
SITE NAME:

COLUMBIA WATER TANK

SITE ADDRESS:

13 E. WALNUT STREET
 COLUMBIA, MO 65203
 BOONE COUNTY

STAMP:



DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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REVISION

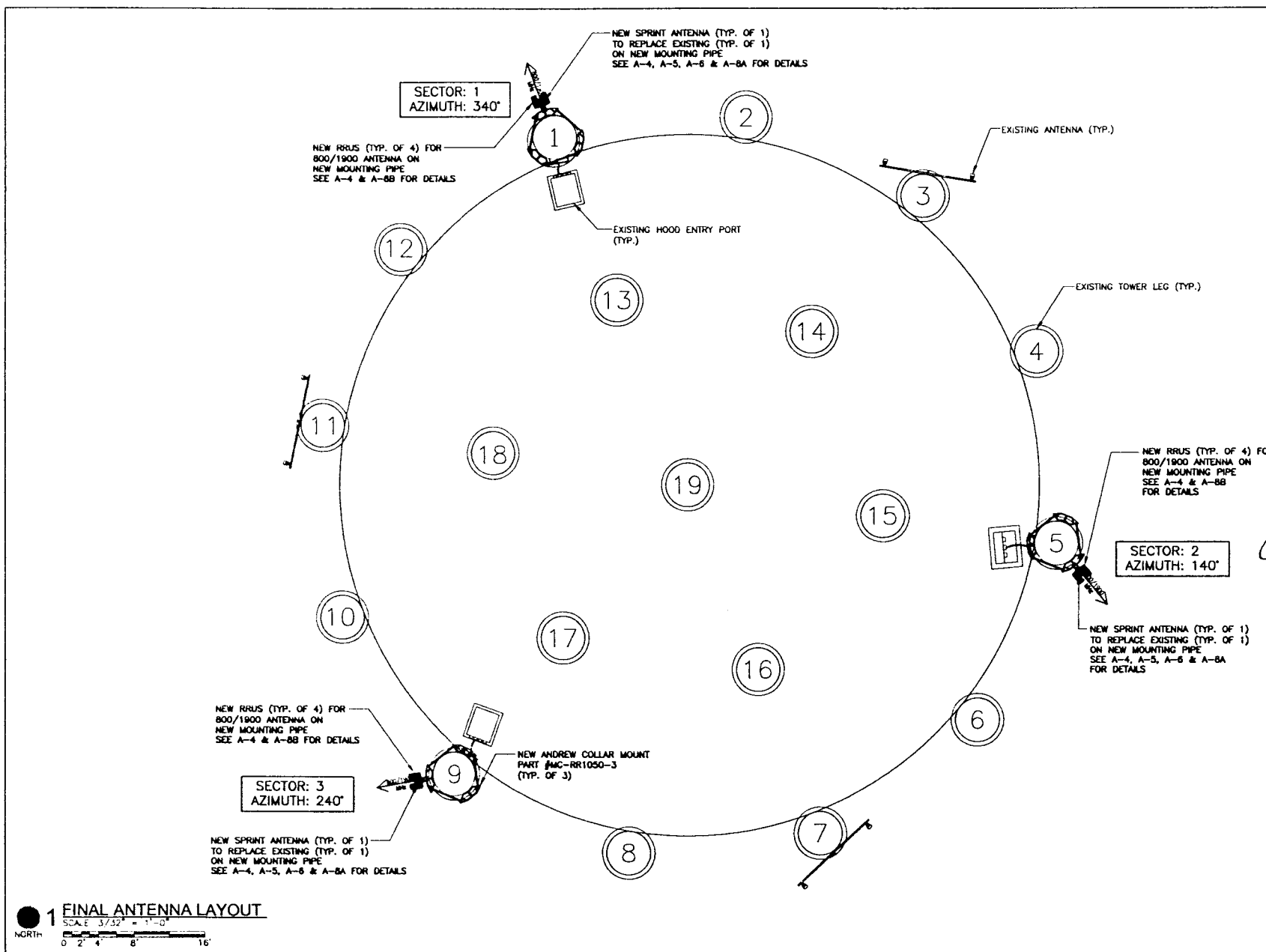
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A	90% REVIEW	LA	10/2/12
B	FINAL	JG	01/09/13

SHEET TITLE

ENLARGED ANTENNA PLANS

SHEET NUMBER

A-6



PREPARED FOR:

Sprint

11320 LACKLAND RD.
ST. LOUIS, MO 63146

CONSULTANT:

FULLERTON
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BOONE COUNTY

STAMP:

STATE OF MISSOURI
HENRY M. BELVAGAMBA
NUMBER
PE 2004063362
PROFESSIONAL ENGINEER

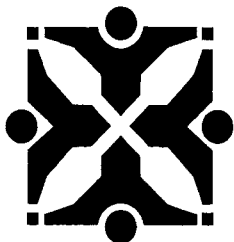
DATE SIGNED: 01/09/2013

DRAWN BY: LA	CHECKED BY: RI	APPROVED BY: MB
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REVISION	
NO/DESCRIPTION	BY DATE
A 90% REVIEW	LA 10/2/12
B FINAL	JC 01/09/13

SHEET TITLE
ENLARGED ANTENNA PLANS

SHEET NUMBER
A-6A



Source: Law

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Nov 4, 2013

Re: PCS Antenna Agreement with Sprint Spectrum L.P. relating to the Lease of Property and Space on the Walnut Street Water Tower (15 East Walnut Street)

EXECUTIVE SUMMARY:

Staff has prepared an ordinance for Council consideration that would authorize the City Manager to sign a PCS Antenna Agreement with Sprint Spectrum L.P. ("Sprint"). The PCS Antenna Agreement with Sprint authorizes the lease of up to 556.5 square feet of land at the Walnut Street Water Tower site (15 East Walnut Street) to locate various personal communications system (PCS) equipment and the attachment of PCS antennas on the water tower structure.

DISCUSSION:

Sprint has requested permission to lease of up to 556.5 square feet of ground at the Walnut Street Water Tower site to locate various personal communications system (PCS) equipment and the attachment of PCS antennas on the water tower structure. The term of the proposed agreement is five (5) years and provides for two (2) additional five (5) year renewal options. Sprint will pay an annual fee of \$17,280 to lease the Water Tower 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 each five (5) year renewal term.

FISCAL IMPACT:

Sprint will pay an annual rental fee of \$17,280 for the first five (5) years of the agreement. The annual rental fee shall increase by 20% upon the renewal of each 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 Sprint.

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 #	