

Introduced by _____ Council Bill No. R 68-14

A RESOLUTION

authorizing a first amendment to the PCS antenna agreement with Sprint Spectrum Realty Company, L.P. for the installation of conduit and related facilities at the Walnut Street water tower site (15 E. Walnut Street).

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

SECTION 1. The City Manager is hereby authorized to execute a first amendment to the PCS antenna agreement with Sprint Spectrum Realty Company, L.P. for the installation of conduit and related facilities at the Walnut Street water tower site (15 E. Walnut Street). The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

Site Name: Columbia Water Tower

Sprint Site ID: ST03RW155

FIRST AMENDMENT TO PCS ANTENNA AGREEMENT
WALNUT STREET WATER TOWER

THIS FIRST AMENDMENT TO PCS ANTENNA AGREEMENT WALNUT STREET WATER TOWER (this “**Amendment**”) is made and dated as of the Effective Date (as defined below), by and between the City of Columbia, Missouri, a municipal corporation (the “**City**”), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P. (“**SSLP**”).

BACKGROUND

Pursuant to a PCS Antenna Agreement Walnut Street Water Tower dated November 19, 2013 between the City and SSLP (the “**Agreement**”), the City leased to SSLP the certain real property on the ground and on the City’s water tower.

In order to fully utilize the technology of SSLP PCS equipment and provide high speed access to SSLP’s customers in the area, SSLP desires to install certain conduit to service SSLP’s leased premises, and the City has agreed to permit same in accordance with this Amendment.

the City and SSLP have agreed to amend the Agreement as provided in this Amendment.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Installation of Conduit. SSLP is hereby permitted to install approximately 275 feet of a two (2) inch conduit with mule tape (the “**Conduit**”) to a new rad Hoffman box 36 x 36 (the “**Conduit Area**”) as shown on Exhibit A attached hereto and incorporated herein. The Conduit will be installed with at least a 24 inch separation from sewer or water lines, which may be located within or near the Conduit Area. The Area Conduit may be used on a nonexclusive basis by SSLP for the purpose of installation of the Conduit.

2. Rights to Conduit Upon Termination. Upon termination or expiration of the Agreement, as may be extended, all rights granted under this Amendment shall terminate, SSLP shall have no further rights under this Amendment and the Conduit shall remain and become the sole property of the City.

3. Application of Provisions of Agreement. SSLP agrees and acknowledges that the Conduit will be considered part of SSLP’s PCS equipment and it, along the installation thereof, will subject to all requirements under the Agreement in connection therewith, including but not limited to maintenance, insurance, compliance with laws, and taxes.

4. Indemnification. To the fullest extent not prohibited by law, SSLP shall

indemnify and hold harmless the City, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any negligent act or failure to act, or willful misconduct, of SSLP, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with SSLP or a subcontractor for part of the services), of anyone directly or indirectly employed by SSLP or by any subcontractor, or of anyone for whose acts SSLP or its subcontractor may be liable, in connection with installation, use, maintenance and removal of the Conduit in the Conduit Area except as provided in the Agreement. This provision does not, however, require SSLP to indemnify, hold harmless or defend the City from its own negligence, except as set out herein. The City shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation to SSLP, in which case SSLP shall pay the reasonable legal expenses of the City.

5. General Terms and Conditions.

a. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

b. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

c. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

[The remainder of this page is intentionally left blank; signatures follow on next page]

SSLP:

Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership

By: [Signature]
Printed Name: Todd Tobis
Title: Area Manager Site Development

STATE OF Kansas)

) ss.

COUNTY OF Johnson)

On this 1 day of April, 2014, before me, a notary public, appeared Todd Tobis, to me personally known, who being by me duly sworn did say that he/she is the Area Manager of Sprint Spectrum Realty Company, L.P., and that this instrument was signed on behalf of said entity, and further acknowledged that he/she executed the same as his/her free act and deed for the purpose therein stated and that he/she has been duly granted the authority by said entity to execute the same.

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

[Signature: Sheryl J. Joski]
Notary Public

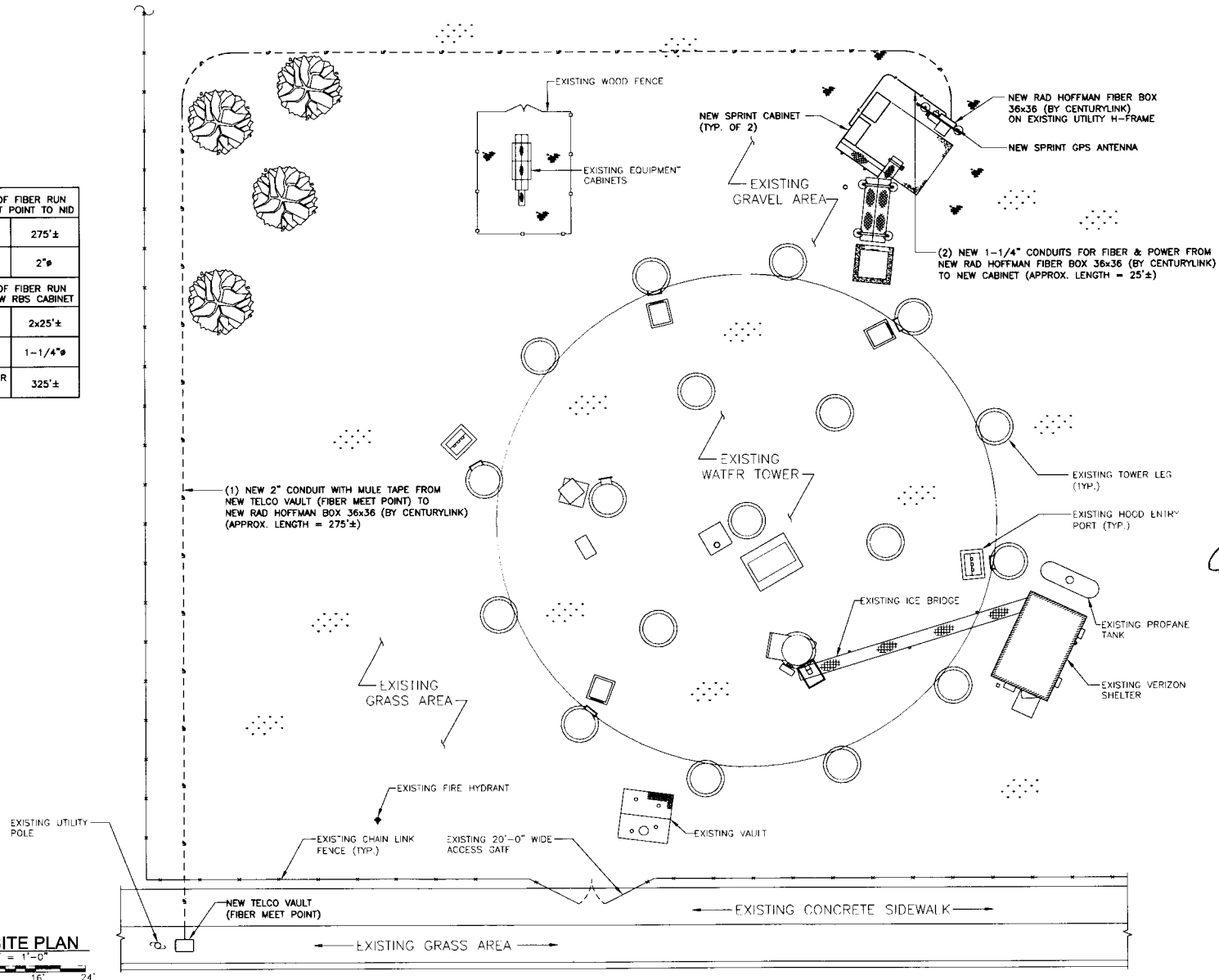
My commission expires: 10-4-17

Sheryl J. Joski
Notary Public
State of Kansas
My appointment expires: 10-4-17

EXHIBIT A
(Conduit Area)

SEE SINGLE PAGE ATTACHED

LENGTH OF FIBER RUN FIBER MEET POINT TO MID	
DISTANCE	275'±
SIZE	2"ø
LENGTH OF FIBER RUN MID TO NEW RBS CABINET	
DISTANCE	2x25'±
SIZE	1-1/4"ø
TOTAL FIBER LENGTH	325'±



PREPARED FOR:
Sprint
11320 LACKLAND RD.
ST. LOUIS, MO 63146

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

SITE NUMBER:
ST03RW155

SITE NAME:
COLUMBIA WATER TANK

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

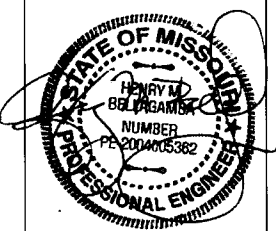
DATE SIGNED: 01/09/2013

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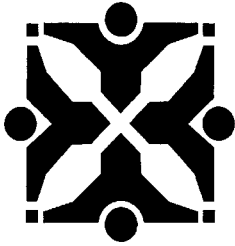
NO	DESCRIPTION	BY	DATE
A	90% REVIEW	LA	10/2/12
B	FINAL	JG	01/09/13


SHEET TITLE
FIBER SITE PLAN

SHEET NUMBER
F-1



1 FIBER SITE PLAN
SCALE: 1/16" = 1'-0"
NORTH
0' 4' 8' 16' 24'



Source: Law 

Agenda Item No:

To: City Council
From: City Manager and Staff 

Council Meeting Date: Apr 21, 2014

Re: First Amendment to PCS Antenna Agreement for the Installation of Conduit and Related Facilities at the Walnut Street Water Tower Site (15 East Walnut Street)

EXECUTIVE SUMMARY:

Staff has prepared a resolution for Council consideration that would authorize a first amendment to the PCS antenna agreement with Sprint Spectrum Realty Company, L.P. ("Sprint") that would allow Sprint to install conduit and related facilities at the Walnut Street Water Tower site (15 East Walnut Street).

DISCUSSION:

The City and Sprint are currently parties to a PCS antenna agreement that allows Sprint to lease space for PCS equipment and antennas on the water tower site located at 15 E. Walnut Street. Sprint has requested permission to install conduit and related facilities on a portion of the aforementioned leased property. The amended agreement provides that the conduit and equipment shall be installed with at least a 24-inch separation from City sewer or water lines, and upon termination of the license agreements, the fiber optic cable and conduit installed pursuant to the agreement shall become the sole property of the City.

FISCAL IMPACT:

Not applicable.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None.

SUGGESTED COUNCIL ACTIONS:

Adoption of the resolution authorizing execution of the amended 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 #	