

**City Council Agenda Items
and
Contracts, Leases or Agreements**

17-Sep-13

City Council Meeting Date
Agenda Items Only

Shannon Jones
Submitted By

Utilities Capital Projects
Division

Utilities
Department

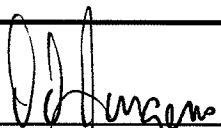
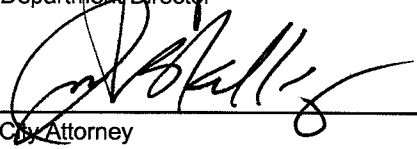
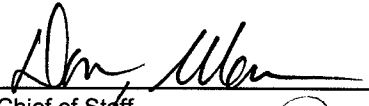
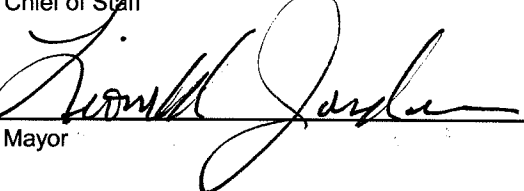
Action Required:


Approval of Amendment Number 1 to Communication Site Lease Agreement with Sprint/Nextel Property Services for cell antenna space on the Markham water tank located on Sang Avenue. The new lease amount will be \$1,850 per month, an increase of \$350 per month from the current rate of \$1,500 per month.

\$1,850.00 per month revenue Cost of this request	Category / Project Budget	Rent Program Category / Project Name
5400.0940.6450.00 Account Number	Funds Used to Date	Revenue Program / Project Category Name
N/A Project Number	Remaining Balance	Water & Sewer Fund Name

Budgeted Item

Budget Adjustment Attached


 Department Director 28 Aug 13 Date Previous Ordinance or Resolution # 134-02

 City Attorney 8-28-13 Date Original Contract Date: 9/3/2002
Paul a. Beebe 8-28-2013 Date Original Contract Number: _____
 Finance and Internal Services Director

 Chief of Staff 8-29-13 Date

 Mayor 8/29/13 Date

Received in City Clerk's Office


Received in Mayor's Office


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer *S. Jones*

Date: August 28, 2013

Subject: Approval of Amendment Number 1 to Communication Site Lease Agreement with Sprint/Nextel Property Services for cell antenna space on the Markham water tank located on Sang Avenue.

RECOMMENDATION

Fayetteville City Staff recommends approval of Amendment Number 1 to Communication Site Lease Agreement with Sprint/Nextel Property Services for cell antenna space on the Markham water tank located on Sang Avenue. The new lease amount will be \$1,850 per month, an increase of \$350 per month from the current rate of \$1,500 per month.

BACKGROUND

The original 10-year agreement between the City of Fayetteville and Sprint/Nextel, for installation of antennas, building and associated hardware, was approved September 3, 2002 at a monthly rental rate of \$1,500.

DISCUSSION

This Amendment involves permitting an initial 5-year term at a monthly rental rate of \$1,850. The agreement will be automatically renewed for two additional 5-year terms. Rent will increase at the beginning of the first renewal term by ten percent (10%) and an additional ten percent (10%) at the beginning of the second renewal term. After the second renewal term, rent will increase by two percent (2%) per year until either party terminates or renegotiates the contract for additional terms.

Sprint/Nextel will continue to maintain its antennae, transmission lines, and equipment in good operating condition. Any damage caused by Sprint/Nextel in the installation or maintenance of equipment will be Sprint/Nextel's responsibility to repair.

Sprint/Nextel has made all rent payments in a timely manner and has maintained its equipment. The tower is structurally designed to be able to handle the loads created by this antenna. Therefore, it is in the City's best interests to continue the agreement with Sprint/Nextel.

BUDGET IMPACT

An annual rental income to the Water and Sewer fund of \$22,200.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE COMMUNICATION SITE LEASE AGREEMENT WITH SPRINT/NEXTEL PROPERTY SERVICES FOR CELL ANTENNA SPACE ON THE MARKHAM WATER TANK ON SANG AVENUE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the Communication Site Lease Agreement with Sprint/Nextel Property Services for cell antenna space on the Markham Water Tank on Sang Avenue. A copy of the Amendment is attached to this Resolution as Exhibit "A", and incorporated herein.

PASSED and APPROVED this 17th day of September, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Site Name: Sang Water Tower

Site ID #: LR03SW193

FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATION SITE LEASE AGREEMENT ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Water Tank Attachment Communications Site Lease Agreement between the City of Fayetteville, a municipal corporation ("Owner") and Alamosa Properties, L.P. ("Tenant"), dated September 3, 2002 (the "Agreement").

BACKGROUND

Pursuant to a Water Tank Attachment Communication Site Lease Agreement dated September 3, 2002 ("Agreement"), Owner leased to Tenant a certain portion of real property located at 133 N. Sang Rd, City of Fayetteville, County of Washington, State of Arkansas, as more particularly described in Exhibit A to the Agreement (the "Premises").

Owner and Tenant desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein otherwise expressly stated.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. **Modification to the Premises.** Exhibit C (the "Equipment") to the Agreement is hereby amended to include the modifications identified on Exhibit C-1, a copy of which is attached and made a part hereof. Exhibit C-1 supplements Exhibit C (the "Equipment") to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit C or any part thereof except to the extent specifically set forth in Exhibit C-1. Upon full execution of this Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the Premises, all as more fully described and contemplated in Exhibit C-1.

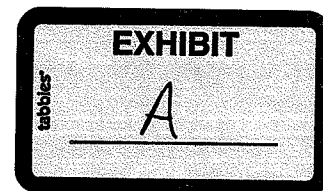
2. **Term.** Paragraphs 3 and 4 of the Agreement are amended by deleting the entire provision and substituting the following provision in its place.

The term of this Agreement ("New initial Term") is sixty (60) months effective the date last signed below. This Agreement will be automatically renewed for up to two (2) additional Terms (each a "Renewal Term") of sixty (60) months each. Each Renewal Term will be deemed automatically exercised without any action. Both parties shall have the right to ask for a renegotiation of the terms and conditions of the Agreement provided a written notice of the desire to renegotiate terms and conditions is given the other party a least ninety (90) days prior to the Agreement termination date for the current term. Notice shall contain an explanation of the terms or conditions to be renegotiated.

3. **Rent.** Paragraph 5 of the Agreement and Paragraph 1 of the Special Conditions of the Agreement are amended by adding the following:

Notwithstanding anything set forth in Paragraph 5 of the Agreement and Paragraph 1 of the Special Conditions of the Agreement to the contrary, effective the date last signed below ("Effective date"), rental amount shall be paid in equal monthly installments of Eighteen Hundred Fifty and No/100 Dollars (\$1,850.00), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance ("Rental Amount"). Thereafter, the Rental Amount for each Renewal Term will be increased on the commencement of each Renewal Term by Ten percent (10%) of the rental rate in effect for the prior term. After the second renewal term the annual rent will increase at two (2%) per year on a year to year basis until either party terminates or renegotiates the agreement for additional terms at which point it will go back to an increase of Ten percent (10%) per term.

4. **Access.** Paragraph 10 of the Agreement is amended by adding the following:



Tenant is entitled to access the Premises and the Equipment 24 hours per day, 7 Days per week subject to the following conditions. For routine maintenance and repair, including but not limited to the inspections, modifications or replacements, Tenant will provide Owner with reasonable notice at least 24 hours in advance of visit. In case of emergency or unscheduled repairs, Tenant will provide Owner with reasonable notice under the circumstances (at least 1 hour in advance of visit, if possible). Owner will provide Tenant with reasonable written procedures for accessing the Premises and the Equipment, including contact names and phone numbers for routine and emergency/unscheduled access notice. In addition, Owner will provide Tenant with timely notice of any access changes including changed pass codes, locks, keys and/or procedures.

Normal hours 7:30 to 4:30: (479) 575-8386

Emergency after hours: (479) 587-3560

5. **Termination:** Paragraph 11 of the Agreement is amended by adding the following:

Upon the expiration of the First Renewal Term, 120 months after the date last signed below, the City of Fayetteville shall have the right to terminate this agreement for any reason, provided the Tenant shall have been notified in writing one hundred and eighty (180) days of the intent to terminate.

6. **Frequency.** Paragraph 4 of the Special Conditions of the Agreement are amended by adding the following:

Provided that any frequencies used by Tenant will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Premises and notwithstanding anything to the contrary contained herein, Tenant may operate the Premises at any frequencies for which it has all requisite permits, leases or licenses.

7. **Equipment.**

The Tenant shall not install additional antenna equipment (increase the quantity of antennas) on the Water Tank beyond what has been approved with this Agreement without the written approval from the City of Fayetteville. Installation of additional antenna equipment at the Tenant's sole cost, if approved by the City of Fayetteville, will require a renegotiation of terms.

8. **Notices.** Paragraph 15 of the Agreement and Paragraph 2 of the Special Conditions of the Agreement are amended by deleting the entire provision and substituting the following provision in its place.

"All notices, request, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice.)"

To Owner:	City of Fayetteville 113 West Mountain Rd Fayetteville, AR 72701
To Tenant:	Sprint/Nextel Property Services Sprint Site ID: LR03SW193 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650
With a mandatory copy to:	Sprint/Nextel Law Department Sprint Site ID: LR03SW193 Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020 Attn.: Real Estate Attorney

9. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. 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 below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.


*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Owner:
The City of Fayetteville

Tenant:
Alamosa Properties, L.P.

By: _____

By:  _____

Printed Name: Lioneld Jordan

Printed Name: Matthew Bell

Title: Mayor

Title: Manager Real Estate

Date: _____
(Date must be completed)

Date: 8/6/2013
(Date must be completed)

Attest: _____

Attest: _____

By: _____

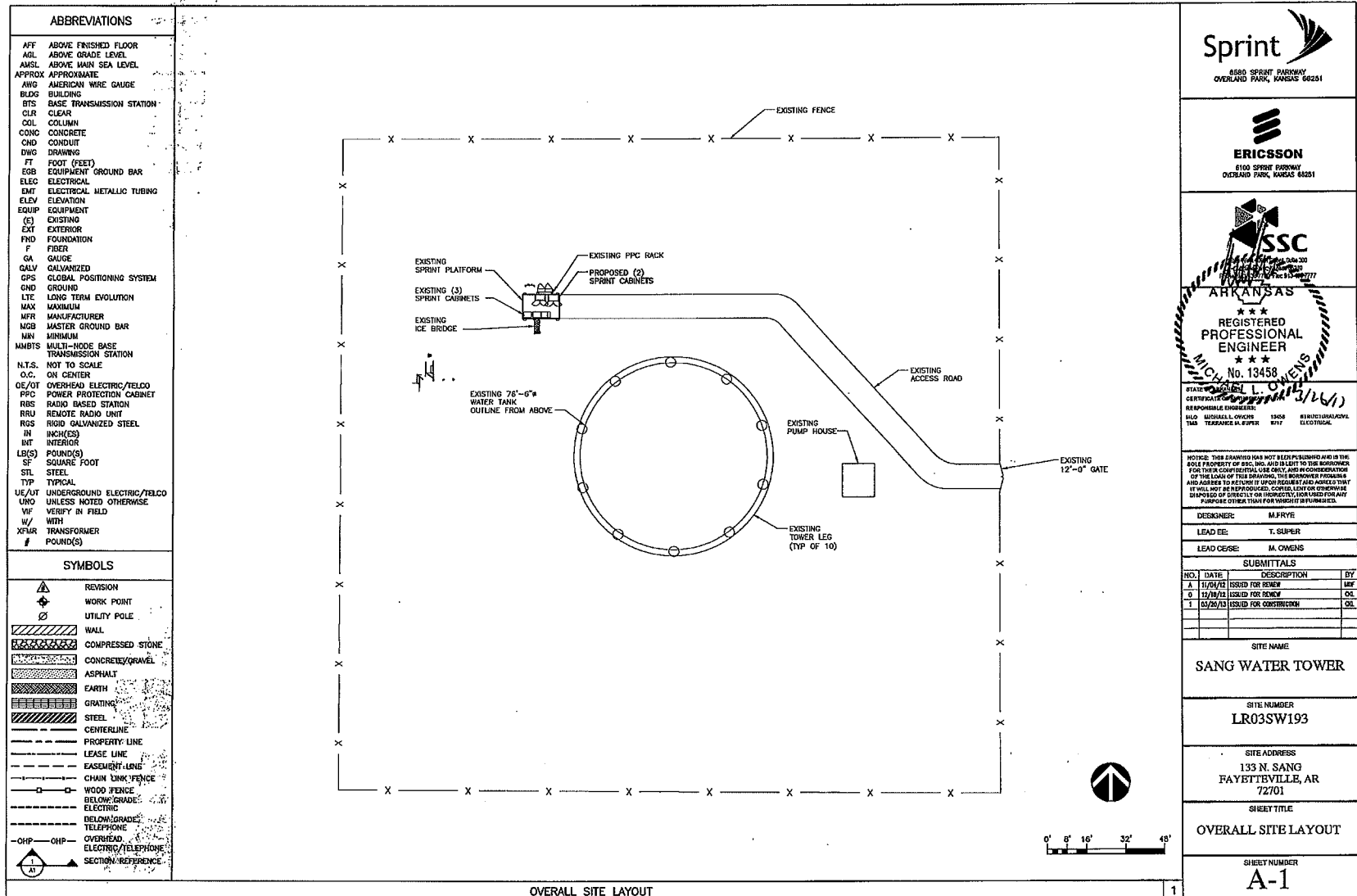
By:  _____

Printed Name: _____

Printed Name: Lisa Self

Exhibit C-1

[see attached]



ABBREVIATIONS

AFF ABOVE FINISHED FLOOR
 ANL ABOVE GRADE LEVEL
 AMSL ABOVE MAIN SEA LEVEL
 APPROX APPROXIMATE
 AWG AMERICAN WIRE GAUGE
 BLDG BUILDING
 BTS BASE TRANSMISSION STATION
 CLR CLEAR
 COL COLUMN
 CONC CONCRETE
 CND CONDUIT
 DWG DRAWING
 FT FOOT (FEET)
 GSB EQUIPMENT GROUND BAR
 ELEC ELECTRICAL
 EMT ELECTRICAL METALLIC TUBING
 ELEV ELEVATION
 EQUIP EQUIPMENT
 (E) EXISTING
 EXT EXTERIOR
 FND FOUNDATION
 F FIBER
 GA GAUGE
 GALV GALVANIZED
 GPS GLOBAL POSITIONING SYSTEM
 GND GROUND
 LTE LONG TERM EVOLUTION
 MAX MAXIMUM
 MFR MANUFACTURER
 NGB MASTER GROUND BAR
 MIN MINIMUM
 MMBTS MULTI-NODE BASE TRANSMISSION STATION
 N.T.S. NOT TO SCALE
 O.C. ON CENTER
 OE/OT OVERHEAD ELECTRIC/TELCO
 PFC POWER PROTECTION CABINET
 RBS RADIO BASED STATION
 RRU REMOTE RADIO UNIT
 RGS ROD GALVANIZED STEEL IN INCHES)
 INT INTERIOR
 LB(S) POUND(S)
 SF SQUARE FOOT
 STL STEEL
 TYP TYPICAL
 UE/UT UNDERGROUND ELECTRIC/TELCO
 UNO UNLESS NOTED OTHERWISE
 WF VERIFY IN FIELD
 W/ WITH
 XFMR TRANSFORMER
 # POUND(S)

SYMBOLS

REVISION
 WORK POINT
 UTILITY POLE
 WALL
 COMPRESSED STONE
 CONCRETE/GRAVEL
 ASPHALT
 EARTH
 GRATING
 STEEL
 CENTERLINE
 PROPERTY LINE
 LEASE LINE
 EASEMENT LINE
 CHAIN LINK FENCE
 WOOD FENCE
 BELOW GRADE
 ELECTRIC
 TELEPHONE
 OVERHEAD ELECTRIC/TELEPHONE
 SECTION REFERENCE

Sprint
 8580 SPRINT PARKWAY
 OVERLAND PARK, KANSAS 66221

ERICSSON
 6100 SPRINT PARKWAY
 OVERLAND PARK, KANSAS 66221

SSC
 STATE OF ARKANSAS
 REGISTERED PROFESSIONAL ENGINEER
 No. 13458
 MICHAEL L. OWENS
 STATE OF ARKANSAS
 CERTIFICATE NO. 13458
 EXPIRES 12/31/2013
 RESPONSIBLE ENGINEER
 SLD MICHAEL L. OWENS 13458 #18121101040434
 TMS TERRANCE H. SUPPER 8917 #18121101040434

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DESIGNER: M. FRYE
 LEAD EE: T. SUPPER
 LEAD CESE: M. OWENS

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/04/12	ISSUED FOR REVIEW	MF
B	12/18/12	ISSUED FOR REVIEW	DL
T	05/20/13	ISSUED FOR CONSTRUCTION	DL

SITE NAME
SANG WATER TOWER

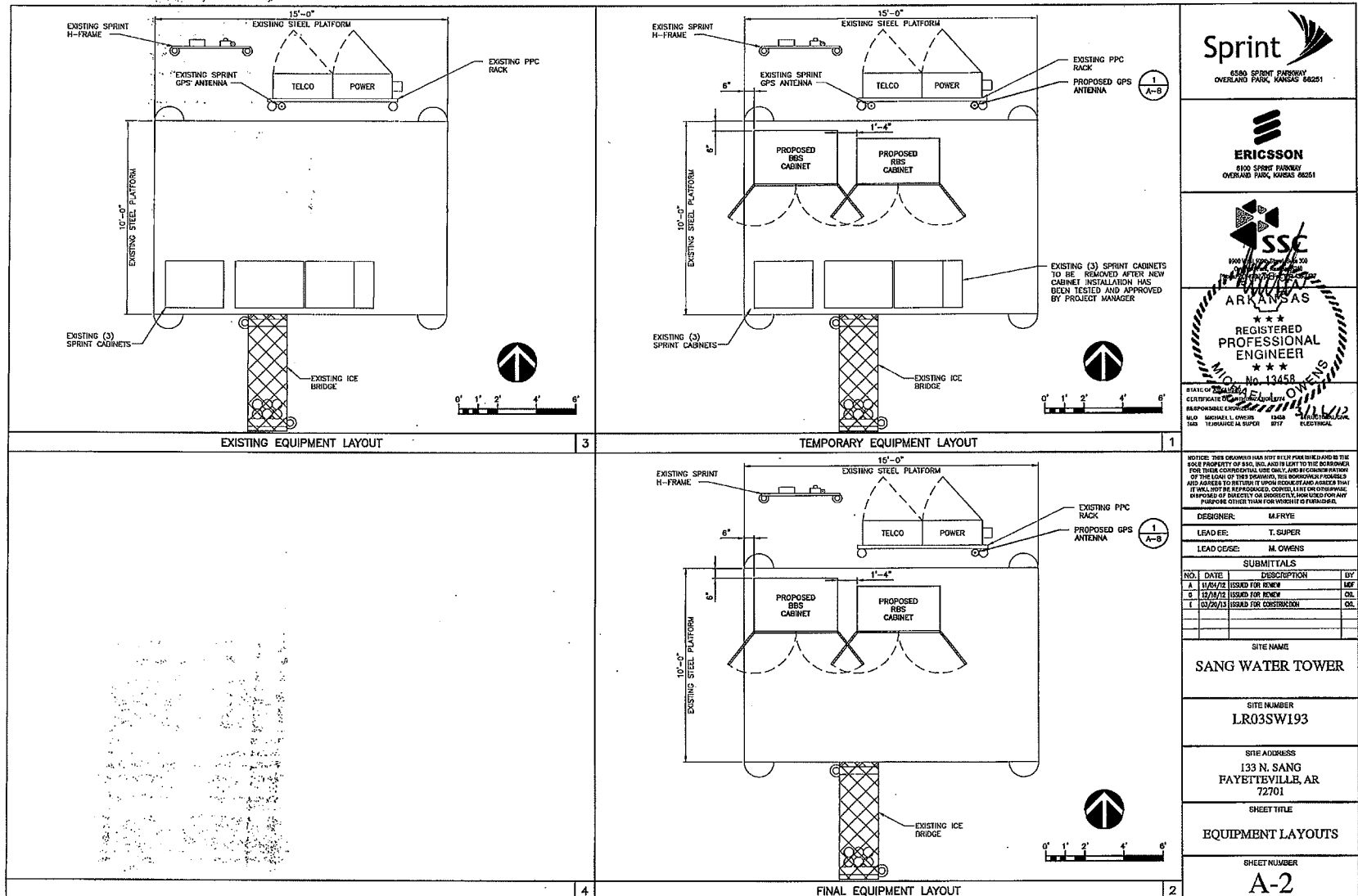
SITE NUMBER
LR03SW193

SITE ADDRESS
 133 N. SANG
 FAYETTEVILLE, AR
 72701

SHEET TITLE
OVERALL SITE LAYOUT

SHEET NUMBER
A-1

OVERALL SITE LAYOUT



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DESIGNER:	M. FRYE		
LEAD EE:	T. SUPER		
LEAD CESE:	M. OWENS		
SUBMITTALS			
NO.	DATE	DESCRIPTION	BY
A	11/04/12	ISSUED FOR REVIEW	MEF
G	12/07/12	ISSUED FOR REVIEW	OL
T	03/26/13	ISSUED FOR CONSTRUCTION	OL

SITE NAME	SANG WATER TOWER
SITE NUMBER	LR03SW193
SITE ADDRESS	133 N. SANG FAYETTEVILLE, AR 72701
SHEET TITLE	EQUIPMENT LAYOUTS
SHEET NUMBER	A-2

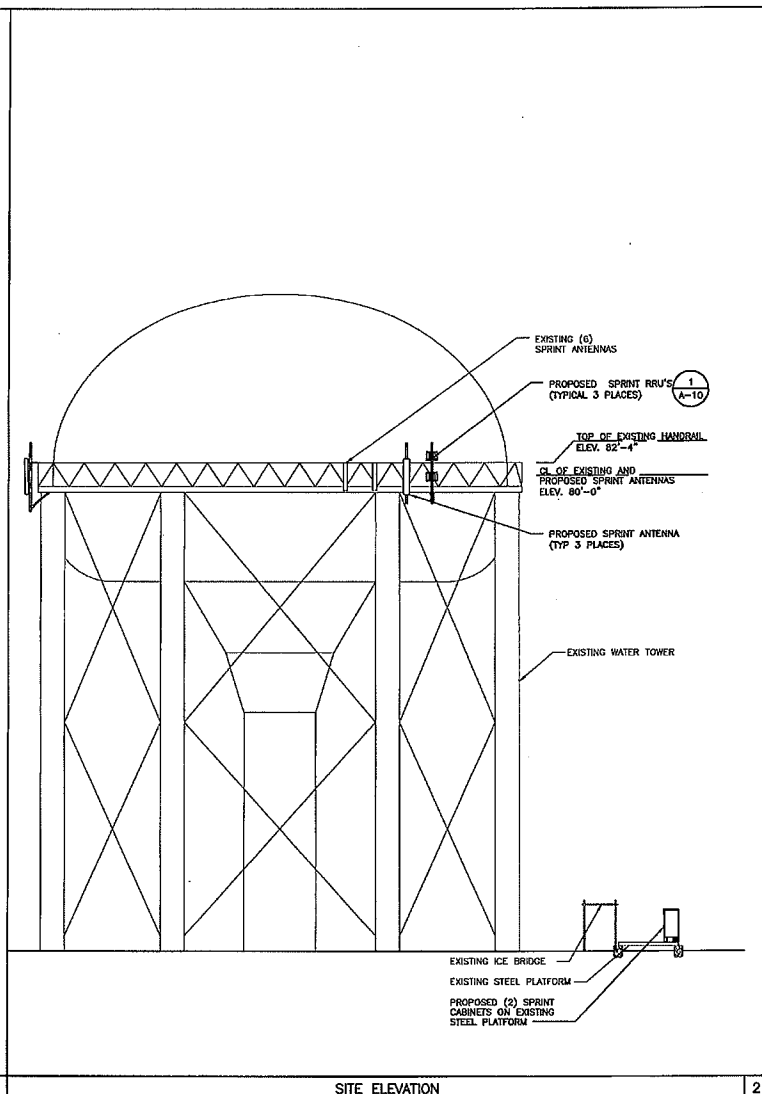
LOCATIONS OF ANTENNAS AS SHOWN HAVE BEEN APPROVED BY CLIENT AND/OR CLIENT'S RADIO-FREQUENCY ENGINEERS. SSC ASSUMES NO RESPONSIBILITY FOR, NOR HAS SSC PERFORMED ANY INVESTIGATIONS OR STUDIES CONCERNING THE COMPLIANCE OR NONCOMPLIANCE OF SAID ANTENNA LOCATIONS WITH ANY FCC RADIO FREQUENCY EXPOSURE REGULATIONS.

SSC HAS PERFORMED A STRUCTURAL ANALYSIS FOR THIS SUPPORTING STRUCTURE. SSC HAS ALSO PERFORMED A STRUCTURAL ANALYSIS OF THE SPRINT ANTENNA MOUNT SHOWN. ALL RECOMMENDATIONS IN THE STRUCTURAL ANALYSES SHOULD BE FOLLOWED AND COMPLETED BEFORE INSTALLATION OF ANY PROPOSED EQUIPMENT. SSC HAS NOT PERFORMED A STRUCTURAL ANALYSIS OF THE AT-GRADE EQUIPMENT PLATFORM FOR THIS SITE AND ASSUMES THAT AN ANALYSIS WILL BE PERFORMED BY OTHERS.

HYBRID LENGTHS:
ALPHA SECTOR: 60 METERS
BETA SECTOR: 40 METERS
GAMMA SECTOR: 80 METERS

RES: 3-BAND-DUAL-POLARIZED ANTENNA
TRIPLE-BAND-DUAL-POLARIZED
FREQUENCY RANGE: 800-1900, 800-868 & 1850-1995 MHz
ANTENNA W/O MOUNTING HARDWARE: 55 lb
MOUNTING HARDWARE: 77.5 lb
TOTAL WEIGHT: 132.5 lb

800/1900 ANTENNA DETAIL 3



NOTES:

- CONTRACTOR TO FIELD VERIFY HYBRID CABLE LENGTHS.
- ALL MAIN CABLES WILL BE COLOR CODED AT THREE (3) LOCATIONS.
- COLOR CODE ALL TOP AND BOTTOM GROUND KITS WITH 1" WIDE BANDS OF COLORED TAPE WITH 1/2" SEPARATION BETWEEN BANDS.
- 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
- ALL NEW GROUND BAR DOWNLOADS ARE TO BE CADWELDED TO THE EXISTING ADJACENT GROUND BAR DOWNLOADS A MINIMUM DISTANCE OF 4" BELOW GROUND BAR.
- PROMOTE BUSS BAR NEAR BTS FOR ATTACHMENT OF WAXX COAX GROUND KITS.

HYBRID CABLE NOTES:

- THE HYBRID CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH PASSING PRE AND POST FIBER TEST (AS REQUIRED). 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.
- ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" JUMPERS AT WAXX BTS UNITS WILL BE 6'-0".
- UPON COMPLETION, PROMOTE A HEIGHT VERIFICATION (TAPE DROP FORM) DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:

- 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.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153 "ZINC (HOT-DIPPED GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRS BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A790.
- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT
- MINIMUM HORIZONTAL SPACING SHALL BE 2'-0" BETWEEN ALL ANTENNAS.

800/1900 ANTENNA DETAIL 3

Sprint
6550 SPRINT PARKWAY
OVERLAND PARK, KANSAS 66201

ERICSSON
6100 SPRINT PARKWAY
OVERLAND PARK, KANSAS 66201

SSC
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 13458
MICHAEL OWENS
3/16/10

STATE OF ARKANSAS
CERTIFICATE OF AUTHORIZATION #724
RESIDENCE ENGINEER
M.D. MICHAEL L. OWENS 12428 STRUCTURAL/ELECTRICAL
T.B. TERESA K. BOPLA 9117 ELECTRICAL

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DESIGNER: MFRYE
LEAD E.E.: T. SLOPEH
LEAD C.E.S.E.: M. OWENS

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/04/02	ISSUED FOR REVIEW	MFR
B	12/29/02	ISSUED FOR REVIEW	OL
C	01/20/03	ISSUED FOR CONSTRUCTION	OL

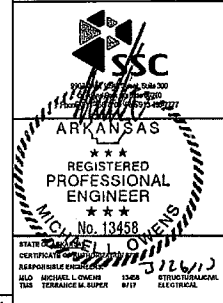
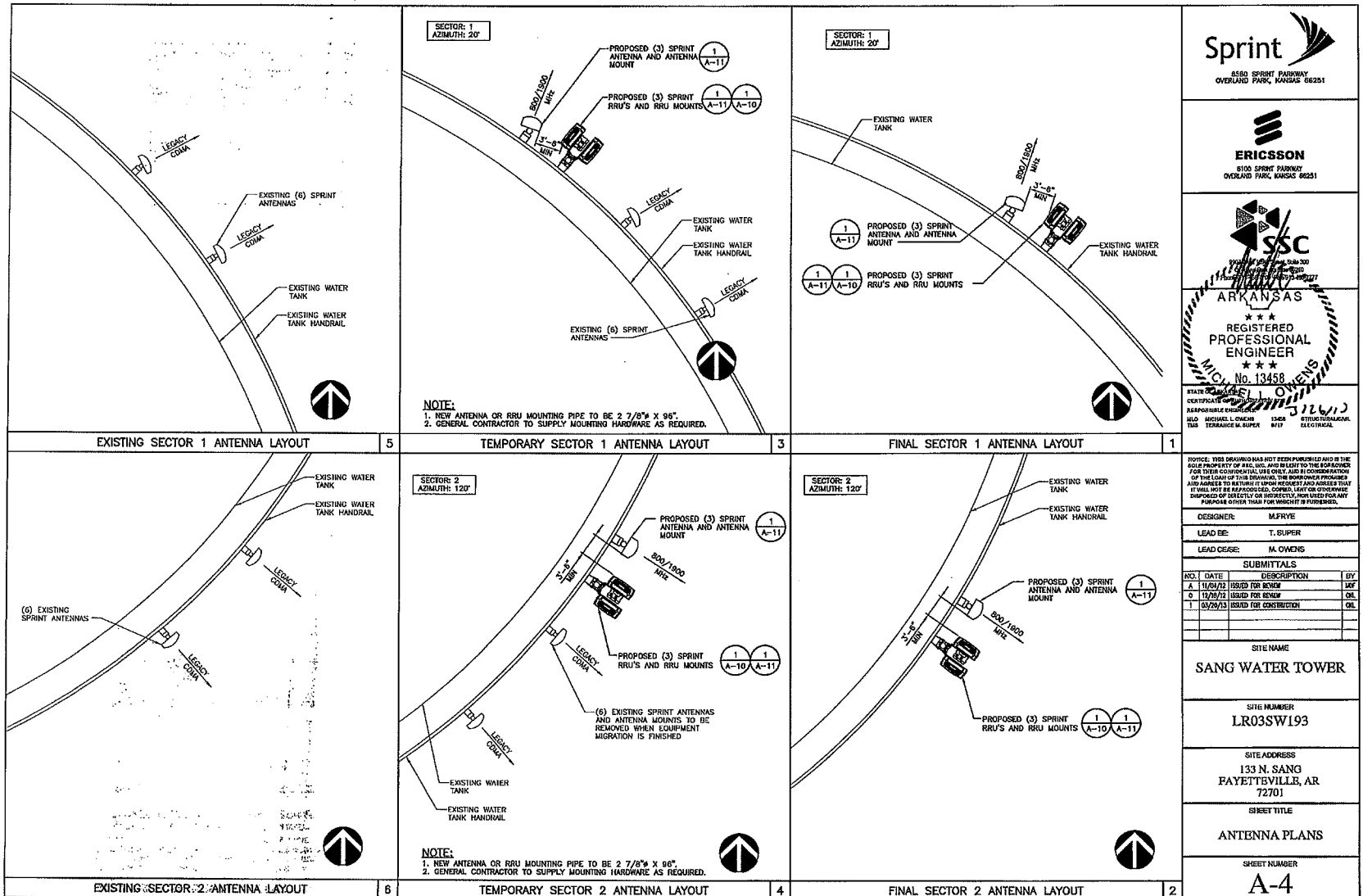
SITE NAME
SANG WATER TOWER

SITE NUMBER
LR03SW193

SITE ADDRESS
**133 N. SANG
FAYETTEVILLE, AR
72701**

SHEET TITLE
SITE ELEVATION

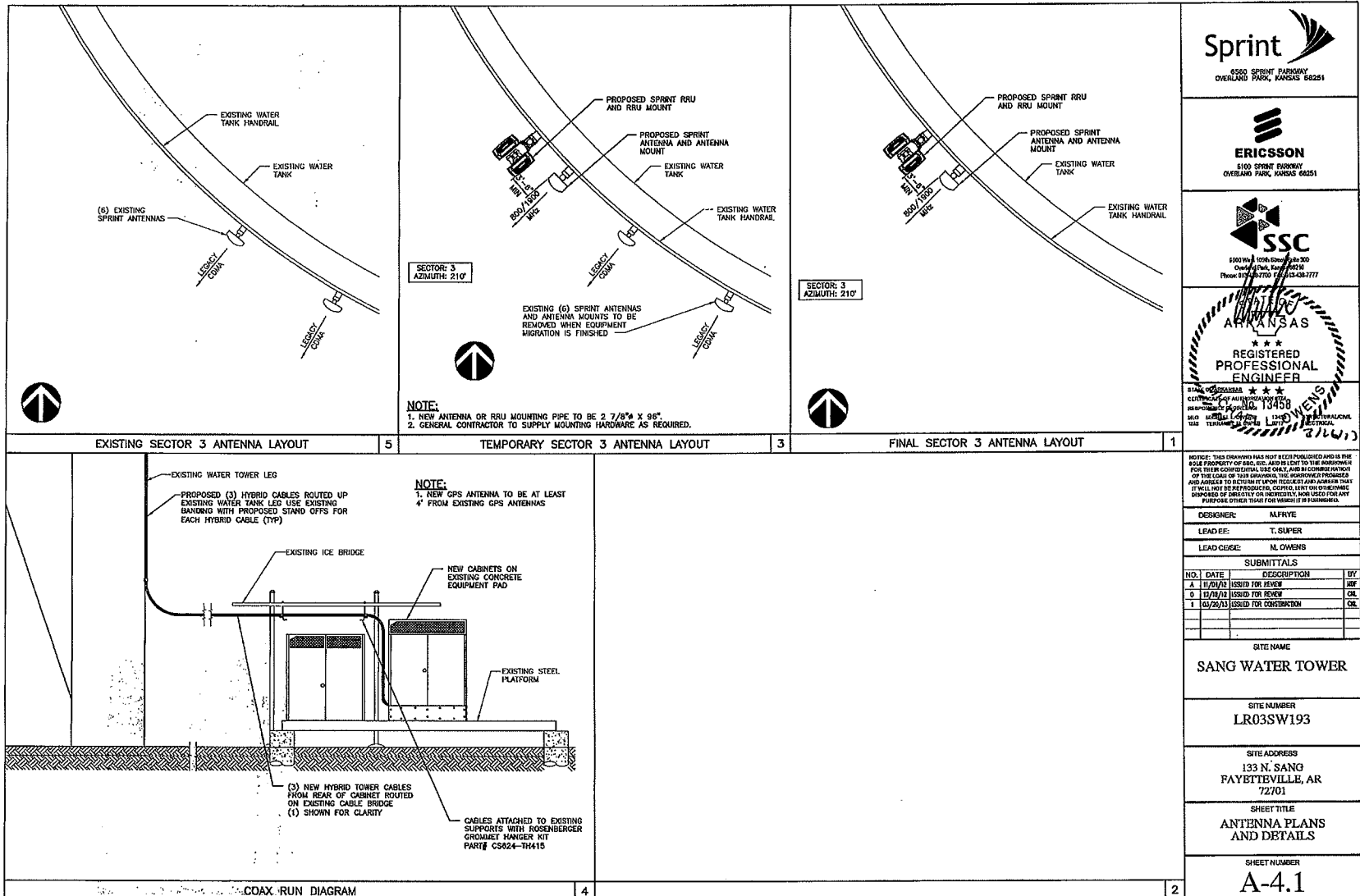
SHEET NUMBER
A-3



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DESIGNER:	M. FRYE		
LEAD BY:	T. SUPER		
LEAD ENGINEER:	M. OWENS		
SUBMITTALS			
NO.	DATE	DESCRIPTION	BY
A	11/04/12	ISSUED FOR REVIEW	MF
Q	12/19/12	ISSUED FOR REVIEW	OL
T	05/29/13	ISSUED FOR CONSTRUCTION	OL

SITE NAME	
SANG WATER TOWER	
SITE NUMBER	
LR03SW193	
SITE ADDRESS	
133 N. SANG PAYETTEVILLE, AR 72701	
SHEET TITLE	
ANTENNA PLANS	
SHEET NUMBER	
A-4	



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DESIGNER: ALFKVE
LEAD EE: T. SUPER
LEAD CEE: N. OWENS

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/29/12	ISSUED FOR REVIEW	JKF
C	12/29/12	ISSUED FOR REVIEW	CE
F	03/26/13	ISSUED FOR CONSTRUCTION	CE

SITE NAME
SANG WATER TOWER

SITE NUMBER
LR03SW193

SITE ADDRESS
**133 N. SANG
FAYETTEVILLE, AR
72701**

SHEET TITLE
**ANTENNA PLANS
AND DETAILS**

SHEET NUMBER
A-4.1