

RESOLUTION R-14-44

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE ANTENNA SITE LEASE WITH NEW CINGULAR WIRELESS PCS, LLC, FOR THE ANTIOCH WATER TOWER SITE.

WHEREAS, the City of Gladstone entered into a site lease with New Cingular Wireless PCS, LLC, dated April 26, 2005, for a cellular antenna site located at 6803 Northeast Antioch Road, Gladstone, Missouri, on the Antioch Water Tower; and

WHEREAS, on September 12, 2011, by Resolution No. 11-76, the City of Gladstone approved the installation of an additional six antennas without any additional lease payments as provided under the original lease agreement; and

WHEREAS, negotiations have been recently conducted with New Cingular to amend the Site Lease at the Antioch Water Tower to provide for the installation of nine (9) Remote Radio Heads in exchange for an annual increase in rent of Four Thousand, Six Hundred and Eighty One Dollars, (\$4,681.00); and

WHEREAS, city staff has approved the proposed installation and will issue a Building Permit upon approval of the amended lease payment; and

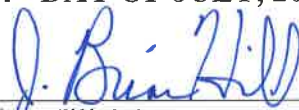
WHEREAS, the additional rent shall commence on the first day of the month following the date of installation; and

WHEREAS, the City Council finds that the terms of the proposed amendment to the Lease with New Cingular Wireless PCS, LLC, are in the best interests to the City and promotes the welfare of its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager is authorized to execute the amendment to the Antenna Site Lease for the Antioch Water Tower as presented and affirmed by New Cingular Wireless PCS, LLC.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14th DAY OF JULY, 2014 .



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



All-America City

Gladstone




2008

OFFICE OF CITY COUNSELOR

MEMORANDUM

DATE: JULY 10, 2014

TO: MAYOR BRIAN HILL
MAYOR PRO TEM BILL GARNOS
COUNCILMEMBER CAROL SUTER
COUNCILMEMBER JEAN MOORE
COUNCILMAN R. D. MALLAMS
CITY MANAGER KIRK DAVIS

FROM: CITY COUNSELOR RANDALL THOMPSON 

RE: ANTIOCH WATER TOWER LEASE AMENDMENT

New Cingular Wireless (AT&T) made a request to install nine (9) Remote Radio Heads under their cell antenna lease on Antioch water tower. These installations will exceed the twelve (12) antennas included in our original agreement. Remote Radio Heads (RRH) have become one of the most important subsystems of new distributed base stations. An RRH contains the base station's RF circuitry plus analog-to-digital converters and up/down converters. RRHs also have operation and management processing capabilities and a standardized optical interface to connect to the rest of the base station. This will be increasingly true as LTE and WiMAX are deployed. RRHs make MIMO operation easier; they increase a base station's efficiency and facilitate easier physical location for gap coverage problems. RRHs will use the latest RF component technology including GsN RF power devices and envelope tracking technology within the RRH RFPA.

The lease does not include a method of calculating lease rate increases for additional equipment. The current lease payment is \$31,212.00. What little information I can find about rent increases for additional equipment are in the 10 to 20% range. I proposed a 15% increase or \$4,681.00 annually and Cingular agreed.

City staff has approved the submitted building plans and have received a structural report from a Missouri PE that the tower can support the proposed additional equipment.

R-14-44

SECOND AMENDMENT TO ANTENNA SITE LEASE

THIS SECOND AMENDMENT to the Antenna Site Lease ("Second Amendment"), dated as of the latter of the signature dates below, is by and between City of Gladstone, 7010 N. Holmes, Gladstone, MO 64118 ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("Lessee").

WHEREAS, Lessor owns a certain tower and leases a certain parcel of land located at 6803 NE Antioch Road, Gladstone, MO 64119 and more commonly known to Lessor as Antioch Water Tower; and

WHEREAS, Lessor and Lessee's entered into that certain Antenna Site Lease dated April 26, 2005 ("Agreement") and amended on September 22, 2011; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the upgrade of Lessee's communications facility at the Property, including the installation of additional antennas, associated cables and other communications equipment; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace other equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. Lessee's equipment as set forth in the Agreement is hereby amended and superseded by Exhibit A-1 attached hereto and made a part of the Agreement ("Equipment Upgrade").
2. Notwithstanding anything in the Agreement to the contrary. Lessor and Lessee hereby agree and acknowledge that the rent under the Agreement is currently being paid, and will continue to be paid as agreed upon in the Communications Facility Agreement. The Agreement is hereby amended to increase rent as follows: The current rent shall be increased at the rate of Four

Thousand Six Hundred Eighty-One and 00/100 Dollars (\$4,681.00) annually set to commence the first day of the month following the date of construction.

3. **Notices.** Section 30 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

NOTICE ADDRESS:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration

RE: Cell Site #: KS5539
Cell Site Name: North Brighton (MO)
Fixed Asset #:10063639
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

WITH A COPY TO:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department-Network
Counsel
RE: Cell Site #: KS5539
Cell Site Name: North Brighton (MO)
Fixed Asset #: 10063639
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Gladstone
Attn: City Manager
7010 N. Holmes
Gladstone, MO 64118

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.**

In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified

MO/KAN (Missouri, Kansas)
Cell Site Number: KS5539
Cell Site Name: North Brighton
Fixed Asset Number: 10063639

Lessor Site Name: Antioch Water Tower

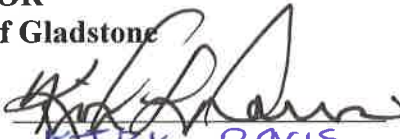
and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

6. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.


IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

LESSOR

City of Gladstone

By: 
Name: KIRK DAVIS
Title: CITY MANAGER
Date: 8-15-14

WITNESS


By: 
Name: RUTH BOCCHINO
Title: CITY CLERK
Date: 8-15-14

LESSEE

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: 
Name: MICHAEL BRIDWELL
Title: Area Mgr - Const & Eng
Date: 8/2/14

WITNESS

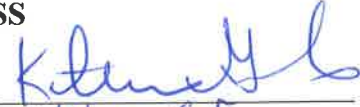
By: 
Name: Kathleen Grof
Title: Admin Asst
Date: 8/2/14

EXHIBIT A-1 EQUIPMENT

Lessee's Equipment will consist of the following:

Antenna(s):

Quantity: Twelve (12)
Type: Panel
Manufacturer: (2) Kathrein 800-10766
(6) Kathrein 742-241
(1) Power wave P65-17-XLH-RR
(3) Andrew SBNHH-1D65C

Mounting:

Centerline of the antenna: 128'
(Antenna height no more than 15' above or 15' below the centerline)

Cable:

Number of Lines: Twelve (12)
Size: 1 5/8"
Type: Coax

One (1)
3/8" RET Cable

Four (4)
3/4" DC Power cable Rosenberger WR-VG86T

One (1)
3/8" Fiber cable Rosenberger FBL98B-034

Tower Mounted Amplifier(s):

Quantity: Twelve (12)
Manufacturer: Powerwave
Model: LGP 17201
Dimensions: 1'2" x 1'4" x 4"

RRH(s)

Quantity: Nine (9)
(3)RRH2x40-07-L/ 20.5" x 10.63" x 8.9"
(3) RRH2x60-1900A-4R/ 20.1" x 11.3" x 7.6"
(3) WCS RRH4x25-WCS / 12" x 8.7" x 31.5"

Additional Equipment:

Two (2) GPS antennas mounted on shelter (Synergy Systems)

Six (6) Surge Suppressors (mounted on handrail)
Raycap DC2-48-60-0-9E

Two (2) Raycap Junction Boxes (mounted on handrail)

MO/KAN (Missouri, Kansas)
Cell Site Number: KS5539
Cell Site Name: North Brighton
Fixed Asset Number: 10063639

Lessor Site Name: Antioch Water Tower

Raycap FC12-PC6-10E

Ground Space Requirements:

Approximately 230 sq. feet of ground space