

**A RESOLUTION**

authorizing license agreements with T-Mobile Central LLC for installation of fiber optic cable, conduits and related facilities on property occupied by City-owned water towers located at 15 E. Walnut Street and 1200 Cinnamon Hill Lane and Fire Station No. 5 located at 1400 Ballenger Place.

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 license agreement with T-Mobile Central LLC for installation of fiber optic cable, conduits and related facilities on property occupied by a City-owned water tower located at 15 E. Walnut Street. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is hereby authorized to execute a license agreement with T-Mobile Central LLC for installation of fiber optic cable, conduits and related facilities on property occupied by a City-owned water tower located at 1200 Cinnamon Hill Lane. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. The City Manager is hereby authorized to execute a license agreement with T-Mobile Central LLC for installation of fiber optic cable, conduits and related facilities on property occupied by Fire Station No. 5 located at 1400 Ballenger Place. The form and content of the agreement shall be substantially as set forth in "Exhibit C" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and T-Mobile Central LLC ("T-Mobile") as successor to Voice Stream PSC II Corporation.

WHEREAS, City and T-Mobile are currently parties to a lease dated August 23, 2000 (the "Lease") with respect to real property located at 15 E Walnut Street, Columbia, Missouri (the "Property"), upon which City owns a water tower and T-Mobile leases space for cell tower antennas and equipment; and

WHEREAS, T-Mobile desires to install fiber optic cable, conduit and related facilities on that portion of the Property (hereinafter "the Area") shown on "**Exhibit A**," attached hereto and incorporated herein; and

WHEREAS, City is willing to grant T-Mobile a license to install such improvements subject to the terms, provisions and conditions set forth herein, such license not being intended to create any title, interest, estate, easement or transferable interest to T-Mobile; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Grant of License**

City hereby grants T-Mobile a license to install fiber optic cable, conduit and related facilities in the Area as shown on "**Exhibit A**."

**2. Term of License**

This license shall be effective as of the Effective Date and shall continue in effect so long as the Lease remains in effect or until City revokes the license.

**3. Non-exclusive Use of the Premises**

The Area may be used on a non-exclusive basis by T-Mobile for the purpose of installation, repair, replacement, maintenance and removal of the conduit, fiber and related facilities as shown on Exhibit A.

**4. Conditions and stipulations of the License**

This Agreement is subject to the following conditions and stipulations:

4.1. This license is for the purposes described above in Section 3. This license is not transferable, provided, however, that T-Mobile shall have the right to assign or otherwise this Agreement without City's consent to any parent or affiliate of T-Mobile, or any party that purchases or otherwise acquires a majority of T-Mobile's assets or ownership interest.

4.2. T-Mobile agrees the conduit and equipment to be installed shall be installed with at least a 24-inch separation from sewer or water lines, which may be located within or near the Area.

4.3. If T-Mobile's equipment is abandoned, or the Lease is terminated, all rights herein granted shall terminate and T-Mobile shall have no further rights under this Agreement.

4.4. T-Mobile agrees by exercising its rights under this Agreement that it shall waive any claim it may otherwise have against City for damage to T-Mobile's equipment due to the negligent acts of City's employees in the construction, repair, modification or relocation of City's facilities located on or adjacent to the Area.

## **5. License Revocation**

The City may revoke this license at will, at any time, for any reason or no reason at all, upon at least one (1) year's prior written notice to T-Mobile. The City Manager of the City Manager's designee shall have the authority to revoke the license and revocation shall be in writing. In the event of such termination, T-Mobile shall comply with section 6 as it relates to Termination of Agreement.

## **6. Termination of Agreement**

Upon termination of this Agreement, whether by revocation of the license, termination of the lease, cancellation, forfeiture or otherwise, the conduit installed pursuant to this license shall remain and become the sole property of City.

## **7. Compliance With Laws**

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

## **8. Liens and Encumbrances**

Pursuant to this Agreement, T-Mobile has no power, authority or right to create or permit any lien or encumbrance, including, without limitation, tax liens, mechanics liens, or other liens or encumbrances with respect to work performed or equipment furnished, in connection with the installation, repair, maintenance or operation of its equipment.

## **9. Insurance**

9.1. Commercial General Liability. T-Mobile agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding or limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

9.2. Workers' Compensation Insurance & Employers' Liability. T-Mobile agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, T-Mobile shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by T-Mobile. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, T-Mobile shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

9.3. Excess/Umbrella Liability. The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

9.4. Additional Insured. T-Mobile agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

9.5. Waiver of Subrogation. T-Mobile agrees, by entering into this Agreement, to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit T-Mobile to enter into a pre-loss agreement to waive subrogation without an endorsement, then T-Mobile agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should T-Mobile enter into such an agreement on a pre-loss basis.

9.6. Certificate(s) of Insurance. T-Mobile agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage.

9.7. Right to Revise or Reject. City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

**10. Indemnification and Hold Harmless**

To the fullest extent not prohibited by law, T-Mobile shall indemnify and hold harmless the City of Columbia, Missouri, 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 T-Mobile, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with T-Mobile or a subcontractor for part of the services), of anyone directly or indirectly employed by T-Mobile or by any subcontractor, or of anyone for whose acts T-Mobile or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require T-Mobile to indemnify, hold harmless or defend the City of Columbia, Missouri, or its employees, agents or contractors from its or their own negligence or willful misconduct. City shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation to T-Mobile, in which case T-Mobile shall pay the reasonable legal expenses of City.

**11. 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 T-Mobile:

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site # MO-08-~~240~~  
238

For Notice to City:

City of Columbia  
City Manager's Office  
ATTN: Tony St. Romaine  
701 E Broadway  
2<sup>nd</sup> Floor, City Hall Building  
Columbia, MO 65205-6015

Either party may change the address to which or official to whom notice is to be given by giving notice of the change to the other party.

**12. Taxes**

T-Mobile will be responsible for payment of all personal property and other taxes assessed upon and arising from its use of the equipment at City's site.

**13. 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. If any term of this Agreement is found by a court of competent jurisdiction to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall remain in effect.

**14. No Attorneys' Fees**

Each party hereto agrees that in any action to enforce the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

**15. Sole benefit of parties**

This Agreement is for the sole benefit of City and T-Mobile. Nothing in this Agreement is intended to confer any rights or remedies on any third party.

**16. Intentionally Deleted**

**17. Entire Agreement**

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof. 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. This Agreement supersedes any prior agreements or understandings between them whether written or oral.

**18. 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 PAGE]



**T-Mobile Central LLC**

By: Hossein Sepehr  
Hossein Sepehr, Area Director

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 13<sup>th</sup> day of August, 2013, before me, a notary public, appeared Hossein Sepehr, to me personally known, who being by me duly sworn did say that he is an Area Director, Engineering and Operations, of T-Mobile Central LLC, and that this instrument was signed on behalf of said limited liability company, and further acknowledged that he executed the same as his free act and deed for the purpose therein stated and that he 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.

Susan Mae Streets  
Notary Public

My commission expires: 1-31-2015





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WHEREAS, City and T-Mobile are currently parties to a lease dated September 7, 2000 (the "Lease") with respect to real property located at 1200 Cinnamon Hill Lane, Columbia, Missouri (the "Property"), upon which City owns a water tower and T-Mobile leases space for cell tower antennas and equipment; and

WHEREAS, T-Mobile desires to install fiber optic cable, conduit and related facilities on that portion of the Property (hereinafter "the Area") shown on "**Exhibit A**," attached hereto and incorporated herein; and

WHEREAS, City is willing to grant T-Mobile a license to install such improvements subject to the terms, provisions and conditions set forth herein, such license not being intended to create any title, interest, estate, easement or transferable interest to T-Mobile; and

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City Manager's Office  
ATTN: Tony St. Romaine  
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2<sup>nd</sup> Floor, City Hall Building  
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**18. Non-Waiver of Sovereign Immunity**

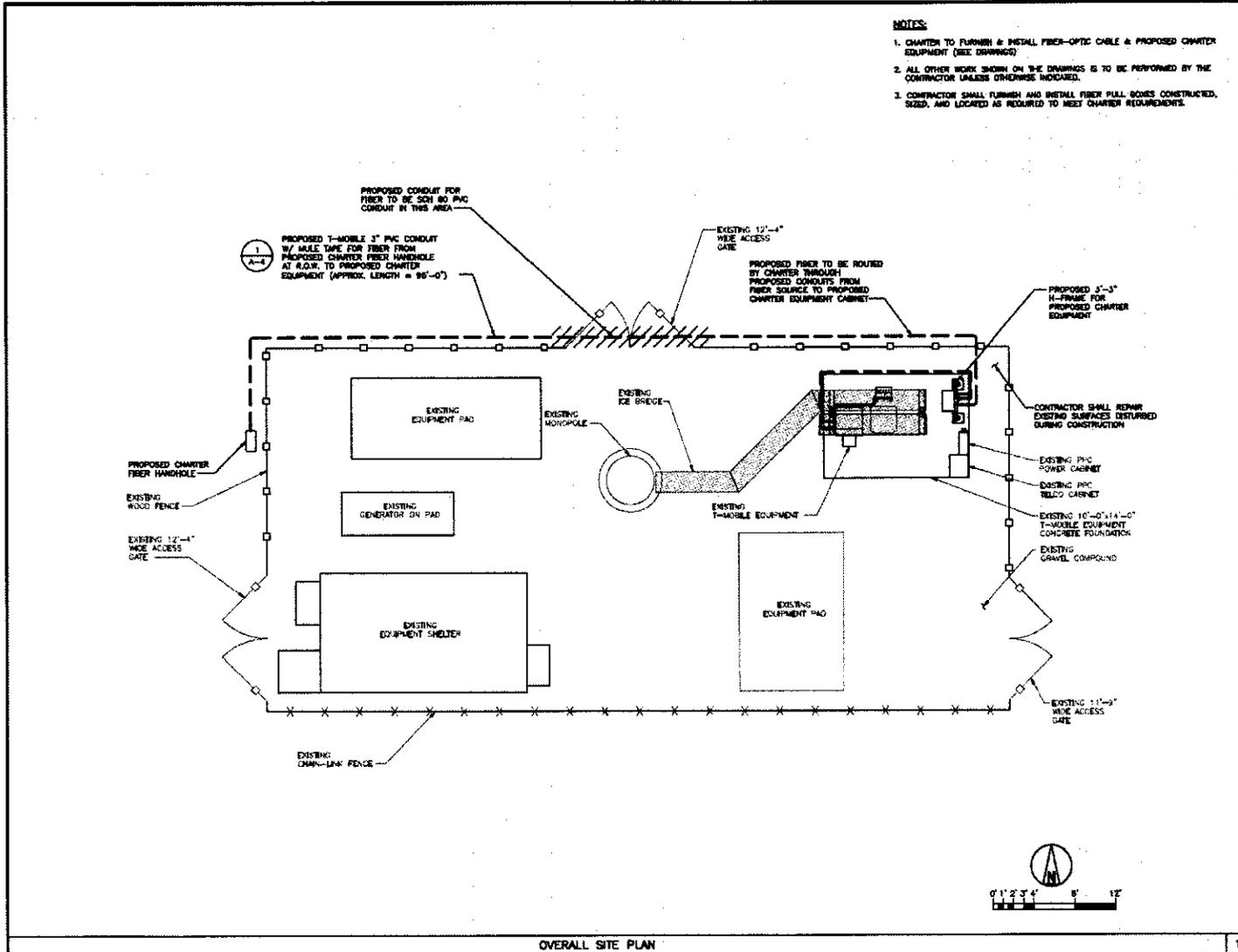
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[SIGNATURES ON FOLLOWING PAGE]

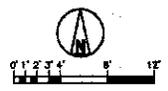




EXHIBIT A



- NOTES:**
1. CHARTER TO FURNISH & INSTALL FIBER-OPTIC CABLE & PROPOSED CHARTER EQUIPMENT (SEE DRAWINGS)
  2. ALL OTHER WORK SHOWN ON THE DRAWINGS IS TO BE PERFORMED BY THE CONTRACTOR UNLESS OTHERWISE INDICATED.
  3. CONTRACTOR SHALL FURNISH AND INSTALL FIBER PULL BOXES CONSTRUCTED, SIZED, AND LOCATED AS REQUIRED TO MEET CHARTER REQUIREMENTS.



OVERALL SITE PLAN

**T-Mobile**  
USA, INC.

PLANS PREPARED BY:

**SSC**

900 West 10th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

INDUSTRIAL LICENSE

NAME OF ISSUING: ALL COMPANIES OF AUTHORIZED USE AREAS

EXEMPTION	PLA	DISCIPLINE
MSD: 000001, 000019	0-0000	STRUCTURAL/ANALYSIS, IC
BY: 0000000000	0-0000	CONSTRUCTION/ANALYSIS, IC
PLA: 0000000000	0-0000	CONSTRUCTION/ANALYSIS, IC
TRK: 0000000000	0-0000	CONSTRUCTION, IC
SPR: 0000000000	0-0000	CONSTRUCTION, IC
SEC: 0000000000	0-0000	CONSTRUCTION, IC

BY/ISSUED NOTICE

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC. THE USER AGREES TO HOLD SSC HARMLESS FOR THE USE OF THIS DRAWING FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS DESIGNED. THE USER AGREES TO HOLD SSC HARMLESS FOR ANY DAMAGE OR LIABILITY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ARISING FROM THE USE OF THIS DRAWING FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS DESIGNED.

BY/ISSUED	DESCRIPTION	DATE	BY	REV

SITE NAME:

**SHEPARD TANK  
TELECORP COL.**

SITE NUMBER:

**MO08240E**

SITE ADDRESS:

**1200 CINNAMON HILL LANE  
COLUMBIA, MISSOURI  
65201**

SHEET DESCRIPTION:

**OVERALL  
SITE PLAN**

SHEET NO.:

**A-1**

## LICENSE AGREEMENT

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WHEREAS, City and T-Mobile are currently parties to a lease dated June 7, 2000 (the "Lease") with respect to real property located at 1400 Ballenger Place, Columbia, Missouri (the "Property"), upon which is located Columbia Fire Department Station No. 5 where the City has agreed to lease T-Mobile space for 190ft self-support lattice antenna mast ("Antenna") and equipment cabinets; and

WHEREAS, T-Mobile desires to install fiber optic cable, conduit and related facilities on that portion of the Property (hereinafter "the Area") shown on "**Exhibit A**," attached hereto and incorporated herein; and

WHEREAS, City is willing to grant T-Mobile a license to install such improvements subject to the terms, provisions and conditions set forth herein, such license not being intended to create any title, interest, estate, easement or transferable interest to T-Mobile; and

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9.3. Excess/Umbrella Liability. The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

9.4. Additional Insured. T-Mobile agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

9.5. Waiver of Subrogation. T-Mobile agrees, by entering into this Agreement, to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit T-Mobile to enter into a pre-loss agreement to waive subrogation without an endorsement, then T-Mobile agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should T-Mobile enter into such an agreement on a pre-loss basis.

9.6. Certificate(s) of Insurance. T-Mobile agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

9.7. Right to Revise or Reject. City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any

insurer providing coverage due of its poor financial condition or failure to operating legally.

**10. Indemnification and Hold Harmless**

To the fullest extent not prohibited by law, T-Mobile shall indemnify and hold harmless the City of Columbia, Missouri, 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 T-Mobile, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with T-Mobile or a subcontractor for part of the services), of anyone directly or indirectly employed by T-Mobile or by any subcontractor, or of anyone for whose acts T-Mobile or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require T-Mobile to indemnify, hold harmless or defend the City of Columbia, Missouri, or its employees, agents or contractors from its or their own negligence or willful misconduct. City shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation to T-Mobile, in which case T-Mobile shall pay the reasonable legal expenses of City.

**11. 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 T-Mobile:

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site # MO-08-~~240~~  
*222*

For Notice to City:

City of Columbia  
City Manager's Office  
ATTN: Tony St. Romaine  
701 E Broadway  
2<sup>nd</sup> Floor, City Hall Building  
Columbia, MO 65205-6015

Either party may change the address to which or official to whom notice is to be given by giving notice of the change to the other party.

**12. Taxes**

T-Mobile will be responsible for payment of all personal property and other taxes assessed upon and arising from its use of the equipment at City's site.

**13. 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. If any term of this Agreement is found by a court of competent jurisdiction to

be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall remain in effect.

**14. No Attorneys' Fees**

Each party hereto agrees that in any action to enforce the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

**15. Sole benefit of parties**

This Agreement is for the sole benefit of City and T-Mobile. Nothing in this Agreement is intended to confer any rights or remedies on any third party.

**16. Intentionally Deleted**

**17. Entire Agreement**

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof. 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. This Agreement supersedes any prior agreements or understandings between them whether written or oral.

**18. 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 PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents as of the Effective Date.

**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: \_\_\_\_\_

**T-Mobile Central LLC**

By: *Hossein Sepehr*  
Hossein Sepehr, Area Director

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF HENNEPIN                )

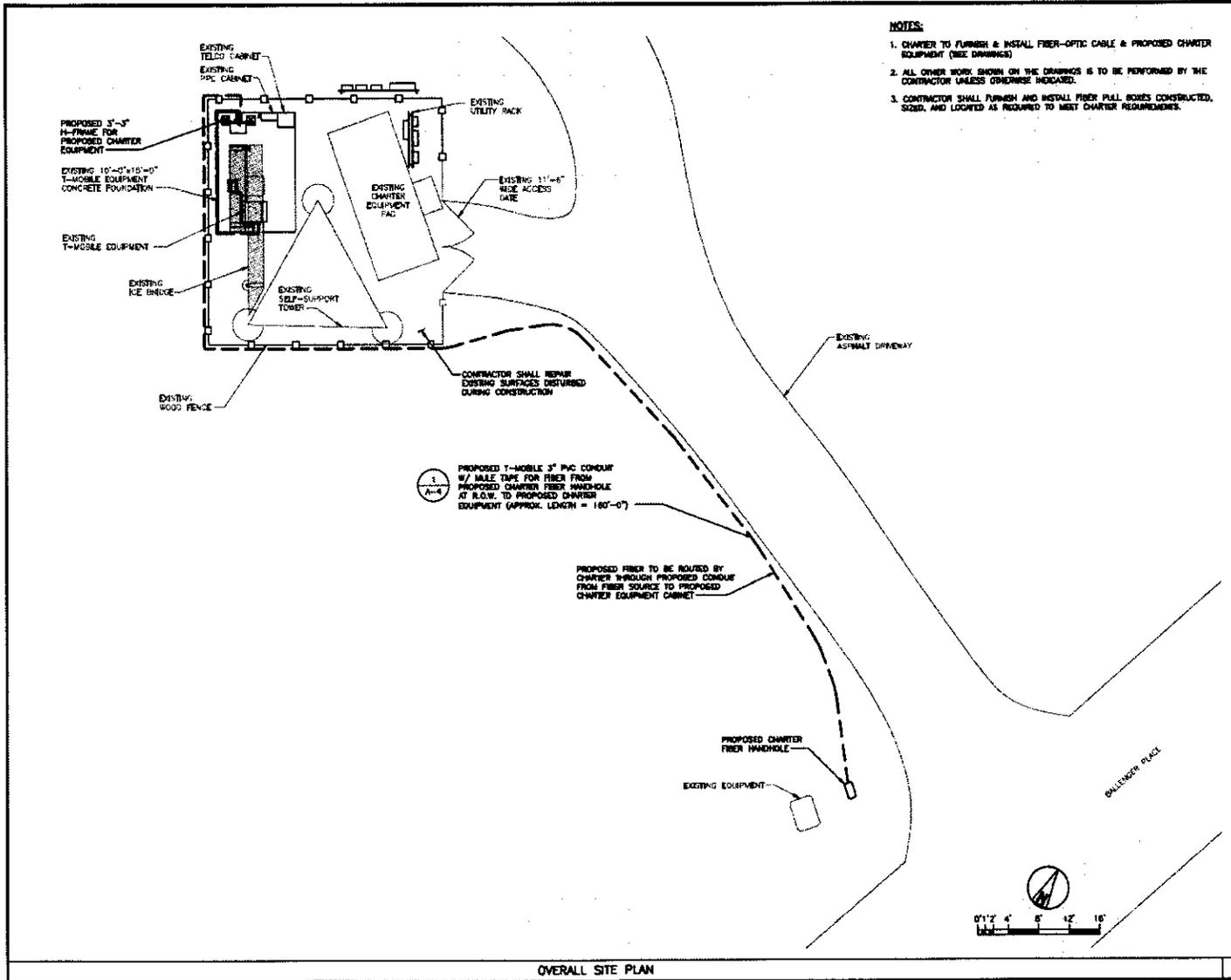
On this 13<sup>th</sup> day of August, 2013, before me, a notary public, appeared Hossein Sepehr, to me personally known, who being by me duly sworn did say that he is an Area Director, Engineering and Operations, of T-Mobile Central LLC, and that this instrument was signed on behalf of said limited liability company, and further acknowledged that he executed the same as his free act and deed for the purpose therein stated and that he 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.

*Susan Mae Streets*  
Notary Public

My commission expires: 1-31-2015





**NOTES:**

1. CHARTER TO FURNISH & INSTALL FIBER-OPTIC CABLE & PROPOSED CHARTER EQUIPMENT (SEE DRAWINGS)
2. ALL OTHER WORK SHOWN ON THE DRAWINGS IS TO BE PERFORMED BY THE CONTRACTOR UNLESS OTHERWISE INDICATED.
3. CONTRACTOR SHALL FURNISH AND INSTALL FIBER PULL BOXES CONSTRUCTED, SIZED, AND LOCATED AS REQUIRED TO MEET CHARTER REQUIREMENTS.

PLANS PREPARED FOR: **Mobile USA, INC.**

PLANS PREPARED BY: **SSC**  
 8899 West 159th Street, Suite 305  
 Overland Park, Kansas 66210  
 Phone: 615-436-7700  
 Fax: 615-436-7777

REGISTERED LICENSE  
 STATE OF MISSOURI  
 PE CERTIFICATE OF AUTHORITY FOR ARCHITECTS

NAME	NO.	DISCIPLINE
BOB SCHWALL	000000000000000000	ARCHITECTURE
DAVID W. HARRIS	000000000000000000	ARCHITECTURE
DAVID A. JENSEN	000000000000000000	ARCHITECTURE
DAVID A. JENSEN	000000000000000000	ARCHITECTURE
DAVID A. JENSEN	000000000000000000	ARCHITECTURE
DAVID A. JENSEN	000000000000000000	ARCHITECTURE
DAVID A. JENSEN	000000000000000000	ARCHITECTURE
DAVID A. JENSEN	000000000000000000	ARCHITECTURE

DATE: 08/20/02  
 DRAWING NO: MO08222F

NO.	REVISIONS	DESCRIPTION	DATE	BY	CHKD
1					

SITE NAME: **FIREHOUSE #5**

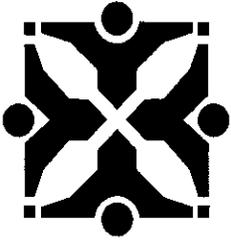
SITE NUMBER: **MO08222F**

SITE ADDRESS: **1303 BALLENGER ROAD  
COLUMBIA, MISSOURI  
65202**

SHEET DESCRIPTION: **OVERALL  
SITE PLAN**

SHEET NUMBER: **A-1**

OVERALL SITE PLAN



Source: Law *CNN*

To: City Council  
From: City Manager and Staff

A handwritten signature in black ink, appearing to be 'A. ...' with a long horizontal stroke extending to the right.

Agenda Item No:

**Council Meeting Date:** Sep 3, 2013

**Re:** License Agreements with T-Mobile Central LLC for the Installation of Fiber Optic Cable, Conduits and Related Facilities on City-owned Property

**EXECUTIVE SUMMARY:**

Staff has prepared a resolution for Council consideration that would authorize license agreements with T-Mobile Central LLC (T-Mobile) that would allow T-Mobile to install fiber optic cable, conduit and related facilities on City-owned property.

**DISCUSSION:**

The City and T-Mobile are currently parties to lease agreements that allow T-Mobile to lease space for cell tower antennas, a lattice antenna mast and associated equipment cabinets on the water towers located at 15 E. Walnut Street and 1200 Cinnamon Hill Lane, and Fire Station No. 5 located at 1400 Ballenger Place. T-Mobile has requested permission to install fiber optic cable, conduit and related facilities on those portions of the aforementioned leased property. The license agreements provide that the fiber optic 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 license 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 license agreements with T-Mobile.

<b>FISCAL and VISION NOTES:</b>					
<b>City Fiscal Impact</b> Enter all that apply		<b>Program Impact</b>		<b>Mandates</b>	
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	<b>Vision Implementation impact</b>	
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:		<b>Resources Required</b>		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 #	