

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 150-13

**AN ORDINANCE**

authorizing a license agreement with St. Charles Tower, Inc. for a Cell on Wheels (COW) to be located on Parks Management Center property at 1507 Business Loop 70 West; 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 license agreement with St. Charles Tower, Inc. for a Cell on Wheels (COW) to be located on Parks Management Center property at 1507 Business Loop 70 West. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

## LICENSE AGREEMENT

This license agreement and special permit (hereinafter "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and St. Charles Tower, Inc., a Missouri corporation (hereinafter "Licensee").

WHEREAS, Licensee wishes to access, locate, park, operate and maintain on City park property at Parks Management Center, Cosmopolitan Recreation Area, located at 1507 Business Loop 70 West, Columbia, Missouri (the "Park"), managed by City's Parks and Recreation Department, the following equipment: a mobile unit known as a Cell on Wheels (COW) consisting of a 120 foot tower mounted on a trailer unit, and including antennas, poles, masts, transmission lines and accessories, along with conduit for utility service ingress (hereinafter the "Equipment"); and

WHEREAS, City, through City's Parks and Recreation Department, has plans in the future to improve this Park with trails and other facilities; and

WHEREAS City is willing to grant Licensee a revocable license that is only a privilege to enter the Park for this limited specific purpose identified above. Said license is not intended to vest any title, interest or estate in the Licensee; and

WHEREAS Licensee understands and agrees that it is the intention of City only to grant a license; and

WHEREAS Licensee understands and agrees that it is the intention of City that this Agreement does not grant a lease or an easement for the benefit of Licensee, and does not subordinate City's use of the Park to Licensee; and

WHEREAS, City and Licensee desire to enter into this Agreement specific to the particular circumstances of this project only.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Grant of License

City owns the Park and agrees to allow Licensee to use a portion of the Park consisting of approximately 4,800 square feet as depicted on "**Exhibit A**" attached hereto and incorporated herein by reference (the "Premises").

### 2. Term Of License

This license granted herein shall be effective as of Effective Date and shall continue in effect until revoked as provided herein or by operation of law, or the expiration of one (1) year from date of signing this Agreement (the "Term").

**3. Non-exclusive Use Of The Premises**

The Premises may be used on a nonexclusive basis by Licensee for the sole purposes of the installation, erection, operation, maintenance, repair or replacement of the Equipment. All the Equipment erected, located, placed or constructed by Licensee shall remain the personal property of Licensee and may be removed by Licensee at its sole option at any time during the term of this license, unless as otherwise stated in this Agreement.

The City owns and maintains the Park for the benefit of the residents of City. The license granted herein is an accommodation to Licensee and is not an agreement by City to create a transferable business interest in City property for the benefit of Licensee, or to subordinate City's use of the property to Licensee. Licensee's use of the Premises and its Equipment therein is contractual only. This Agreement does not grant Licensee any easement rights over the Park or other City property.

**4. Construction On Premises**

Any relocation of Licensee's Equipment within the Premises must have prior approval of the City. Licensee shall be responsible to City for any damage to the Premises, or any equipment on the site, or to any neighboring land or property on neighboring land caused by Licensee, its employees, contractors or agents. Licensee shall ensure that any damage to the land is repaired, the land restored and any damaged property is repaired or replaced, only if such damage is caused by Licensee or Licensee's employees, contractors or agents. At the conclusion of construction and installation of the Equipment on the Premises, to the extent such damage is caused by Licensee, Licensee agrees to restore the ground around the Park to its original contour, to repair all surfaces, including reseeding, resodding and repouring; and agrees to replace any trees or landscaping or replace any improvements (if destroyed by said construction or installation). Notwithstanding any other section of this Agreement, failure to repair or restore damaged land or property within thirty (30) days of such damage may be considered by City as reason to terminate this Agreement and revoke the license immediately at the discretion of the Director of the Parks and Recreation Department (hereinafter "Director").

**5. Utilities**

Licensee agrees, at Licensee's sole cost and expense, to pay for fees for electric service and optic fiber fees needed for the operation of the Equipment, if any.

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

The Licensee is subject to the following conditions and stipulations:

6.1. The license granted herein is for the exclusive purpose of construction, improvement, operation and maintenance of Licensee's Equipment on the Premises by Licensee. The license granted herein is not transferable or assignable.

6.2. This license does not grant Licensee or any of its officers, agents or employees the right to cut, break, alter or damage other utility lines or park facilities

located within, or to be located in the future within, the Premises or located on City's adjacent property without Licensee receiving prior written consent from the Director.

6.3. Licensee will be responsible for the costs, if any, of any future repairs, maintenance or replacements to the adjacent utility lines or park facilities which result from Licensee's use under this license and to the extent such lines or facilities were damaged by Licensee, or its employees, contractors or agents.

6.4. Licensee agrees that the Equipment to be installed on the Premises shall be installed with at least a 24-inch separation from sewer or water lines, which may be located within or near the Premises.

6.5. Licensee will relocate its Equipment within a reasonable time, if requested to do so by City. Any cost of such relocation of Equipment shall be paid by Licensee.

6.6. Licensee shall, at its own expense, during the term of this Agreement, license, install and maintain the Equipment in a safe condition acceptable to City so as not to physically conflict or electrically interfere with the facilities placed therein by City or others.

6.7. None of the structures erected by Licensee shall allow any permanent occupancy.

## **7. License Fees**

As a consequence of the mutual rights and obligations granted herein, Licensee shall pay a license fee of One Thousand Hundred Dollars (\$1,800.00) per month payable to the City in advance on the first day of each calendar month during the Term of this Agreement, with the first monthly payment due on the Effective Date. The monthly payment shall be deposited by City into the Permanent Park Fund.

## **8. License Revocation**

The City may revoke the license granted herein at will, upon 60 days advance written notice to Licensee, for any reason or no reason at all and Licensee shall immediately comply with section 9.2. under Termination of Agreement.

## **9. Termination Of Agreement**

9.1. Except as otherwise provided herein, this Agreement may be terminated by either Licensee or City, upon sixty (60) days written notice to the other.

9.2. Upon termination of this Agreement, whether by revocation of the license, cancellation, forfeiture or otherwise, Licensee shall have the right to remove from the Premises all Equipment and improvements installed or placed on the Premises by Licensee unless otherwise stated in this Agreement. Licensee shall have sixty (60) days after termination of this Agreement within which to dismantle and remove the

Equipment and improvements it has made and, upon removal, Licensee shall be responsible to City for any damage to the Premises, or any City equipment on the Premises, or to any neighboring land or property on neighboring land, caused by Licensee, its employees, contractors or agents. Licensee shall ensure the damage to the land is repaired, the land restored and any damaged property is repaired or replaced. At the conclusion of dismantling and removing the Equipment and improvements, Licensee will repair any damages caused to the Park or Premises caused by such dismantling or removal, including, but not limited to, restoring the ground around the Park to its original contour, removing all ruts and reseeding or resodding or repouring any surface and replacing any trees or landscaping destroyed by the removal of the Equipment. If Licensee fails to remove its Equipment and other improvements within the sixty (60) day period, such Equipment and improvements shall become the property of City and City may remove Equipment. Any costs of removal of Equipment shall be borne by Licensee and any costs to restore the land, if damaged by Licensee, shall be borne by the Licensee. If Licensee fails to remove the Equipment or perform any repair work as required above, Licensor may pay the costs of such removal and repair work and Licensee shall reimburse City within five (5) days of Licensee's receipt of an invoice from City for all costs incurred by City for removal of Equipment, restoration and other costs to City under this provision. This provision shall survive revocation of the license and termination of the Agreement.

#### **10. Compliance With Laws**

Licensee 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, and so as not to cause interference as defined by the FCC with any radio or television transmitting or receiving equipment.

#### **11. Liens and Encumbrances**

Pursuant to this Agreement, Licensee 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.

#### **12. Insurance**

**12.1. Commercial General Liability.** Licensee 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 nor 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.

12.2. Workers' Compensation Insurance & Employers' Liability. Licensee 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, the Licensee 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 the Licensee. 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, the Licensee shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

12.4. Additional Insured. Licensee 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."

12.5. Waiver of Subrogation. Licensee 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 Licensee to enter into an pre-loss agreement to waive subrogation without an endorsement, then Licensee 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 Licensee enter into such an agreement on a pre-loss basis.

12.6. Certificate(s) of Insurance. Licensee 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. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

12.7. 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.

**13. Indemnification and Hold Harmless**

To the fullest extent not prohibited by law, Licensee shall indemnify and hold harmless the City of Columbia, 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 Licensee, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Licensee or a subcontractor for part of the services), of anyone directly or indirectly employed by Licensee or by any subcontractor, or of anyone for whose acts the Licensee or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Licensee to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

City agrees to protect and save Licensee harmless from any loss or damage resulting from any claims, actions, causes of action or suits filed or asserted in connection with loss of life, bodily injury or property damage arising from or out of any occurrence in, upon or at the Premises during the Term, occasioned by any act or omission of City or its agents, contractors, employees, servants, invitees or other licensees, except to the extent the same are caused by the sole fault or negligence of Licensee, and the foregoing shall include all costs and expenses incurred by Licensee in connection with defense of the same, including reasonable attorney fees.

**14. 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 Licensee

St. Charles Tower, Inc.  
ATTN: Michelle Dohrman  
4 West Drive, Suite 110  
Chesterfield, MO 63017

For Notice to City:

City of Columbia  
City Manager's Office  
ATTN: Tony St. Romaine  
P.O. Box 6015  
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.

**15. Taxes**

Licensee 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.

**16. 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.

**17. 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.

**18. Sole benefit of parties**

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

**19. Safe Harbor**

This lease shall be deemed to meet the commercial lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall, within thirty (30) days of filing for relief, either affirm the license and bring all payments current or reject the license and remove the Equipment.

**20. Entire Agreement**

This Agreement constitutes the entire Agreement and understanding of the parties. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized agents on the day and year first above written.

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

**ST. CHARLES TOWER, INC.**

By: *[Signature]*  
Title: Corporate Secretary

ATTEST: (if corporation)

Chris Puricelli  
Secretary

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.

On this 9th day of May, 2013, before me, a notary public, appeared Chris Puricelli to me personally known, who being by me duly sworn did say that they are the Corporate Secretary of St. Charles Tower, Inc., a Corporation incorporated in the State of Missouri, and that this instrument was signed on behalf of said Corporation 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 Corporation to execute the same.

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



KELLY R. HYDE  
My Commission Expires  
February 22, 2016  
St. Louis County  
Commission #12551948

*[Signature]*  
Notary Public

My commission expires: 2-22-2016

# Cosmo Park, Columbia MO



Proposed 125 Foot  
Temporary Tower



Proposed View Looking North Approximately 300 Feet Away  
on Business Loop 70

Existing View



Location Map

**ST. CHARLES TOWER**  
#4 WEST DRIVE, SUITE 110  
CHESTERFIELD, MO 63017  
636-530-9824  
FAX 630-530-9825

CREATED BY:  
GATEWAY LAND SERVICES  
1525 BETLON  
ST. LOUIS, MO 63119  
314-881-9556

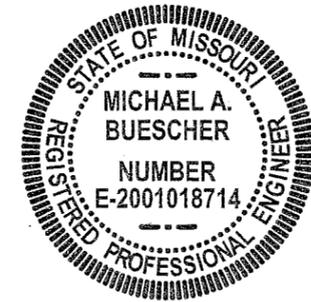
**GENERAL NOTES:**

1. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.
2. AREAS SURROUNDING THIS SITE MAY CONTAIN BOTH PEDESTRIAN AND VEHICLE TRAFFIC. ALL NECESSARY CARE SHALL BE TAKEN BY THE CONTRACTOR TO ENSURE THE SAFETY OF THE GENERAL PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND MAINTAINING SAFE AND EFFICIENT PROJECT LIMITS. THE CONTRACTOR SHALL FOLLOW ALL FEDERAL, STATE AND LOCAL GUIDELINES WITH REGARDS TO CONSTRUCTION SAFETY THROUGHOUT THE ENTIRE DURATION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY BREACHES OF SAFETY OR DESTRUCTION OF PROPERTY RELATED TO THE CONSTRUCTION OF THIS PROJECT.
3. ALL DEMOLITION DEBRIS (IF ANY) SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF ACCORDING TO ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS NOT TO DAMAGE ANY EXISTING SITE FEATURES TO REMAIN. IF ANY DAMAGE OCCURS, THE CONTRACTOR SHALL CONTACT THE OWNERS REPRESENTATIVE IMMEDIATELY. THE CONTRACTOR SHALL REPAIR ALL DAMAGED ITEMS TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
5. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THAT THERE ARE OTHERS, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION PRIOR TO ANY EXCAVATION OR TRENCHING WORK TO AVOID DAMAGING THEM.
6. ALL OFFSITE PROPERTY OWNERS SHALL BE GIVEN NOTICE 48 HOURS IN ADVANCE OF ANY WORK.
7. ANY DISTURBED OFF SITE PROPERTY (I.E. BUSHES, TREES, FENCES, MAILBOXES, ETC.) SHALL BE REPLACED, IN KIND, AT THE CONTRACTOR'S EXPENSE

# ST. CHARLES TOWER

## COSMO PARK

SCT # MO-2013-01  
 1507 W. Business Loop 70  
 Columbia, MO 65203  
 Boone County  
 GLS Project # 13-051C



**GLS** GATEWAY  
 LAND SERVICES  
 Engineering  
 Surveying  
 Gateway Land Services, Inc.  
 4 West Drive, Suite 110  
 Chesterfield, MO 63017  
 314.881.9558  
 f-636.530.9825  
 www.glsll.com

Michael A. Buescher, P.E. Civil Engineering  
 Missouri P.E. E-2001018714  
 Gateway Land Services, Inc. Missouri Authority No. E-20020794  
 The Professional Engineer's seal affixed to this sheet indicates that the named Engineer has prepared or checked the preparation of the drawings shown only on this sheet. Other drawings and documents not exhibiting this seal and not so indicated prepared by or the responsibility of the sub-contractor.

### LOCATION PLAN

JURISDICTION: COLUMBIA, MO

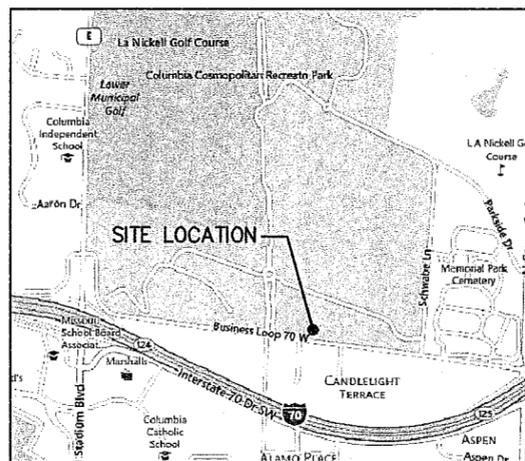
ZONING: R1 - SINGLE FAMILY RESIDENTIAL

- EXISTING BUILDING       EXISTING TOWER  
 EXISTING WATER TOWER     RAWLAND       OTHER

### DRIVING DIRECTIONS

TRAVEL WEST ON I-70 WEST TO EXIT 125 TAKE RAMP RIGHT ON I-70-BR TOWARD WEST BLVD. APPROX. 0.3 MILES TO ROUNDABOUT, TAKE 6TH EXIT ONTO WEST BUSINESS 70/BUSINESS LOOP 70 WEST THE SITE WILL BE APPROX. 0.6 MILES ON THE RIGHT.

### LOCATION MAP



### PROJECT SUMMARY

SITE NUMBER: MO-2013-01  
 SITE NAME: COSMO PARK  
 SITE ADDRESS: 1507 W. BUSINESS LOOP 70 COLUMBIA, MO 65203  
 FACILITY OCC: AT&T  
 LEASE AREA: 69' x 69'  
 EQUIPMENT ENCLOSURE: OUTDOOR EQUIPMENT CABINETS  
 CURRENT ZONING: R1-SINGLE FAMILY RESIDENTIAL  
 PROPERTY OWNER: CITY OF COLUMBIA  
 801 E. WALNUT  
 COLUMBIA, MO 65201  
 (573) 874-7460  
 PROPERTY CONTACT: MICHAEL GRIGGS  
 PARK SERVICES MANAGER  
 PARKS & RECREATION  
 1 SOUTH 7TH STREET  
 COLUMBIA, MO 65201  
 (573) 874-7460  
 PARCEL ID: 16-301-00-00-001.01 01  
 APPLICANT: ST. CHARLES TOWER  
 4 WEST DRIVE, SUITE 110  
 CHESTERFIELD, MO 63017  
 ENGINEERING FIRM: GATEWAY LAND SERVICES, INC.  
 4 WEST DRIVE, SUITE 110  
 CHESTERFIELD, MO 63017  
 (314) 368-3040  
 MICHAEL BUESCHER, P.E.

### GPS COORDINATES

LATITUDE: 38° 58' 05.140"  
 LONGITUDE: 92° 21' 35.499"  
 ELEVATION AT GRADE: 776

### SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	
C-1	OVERALL SITE PLAN	
C.O.W.	CELL ON WHEELS PLAN	

### APPROVALS

ST. CHARLES TOWER	DATE
PROPERTY OWNER	DATE
OWNERS' REP/LESSOR	

PROJECT REVISION:

NO.	DATE	DESCRIPTION

**COSMO PARK**  
 1507 W. Business Loop 70  
 Columbia, MO 65203

DATE: 05/09/13  
 DRAFTED BY: JDF  
 APPRVD. BY: MAB

SHEET TITLE:  
 TITLE SHEET

SHEET NUMBER:  
**T-1**

PROJECT NO: 13-051C



PROJECT REVISION:

NO.	DATE	DESCRIPTION

**COSMO PARK**  
1507 W. Business Loop 70  
Columbia, MO 65203

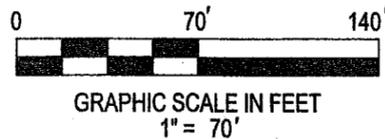
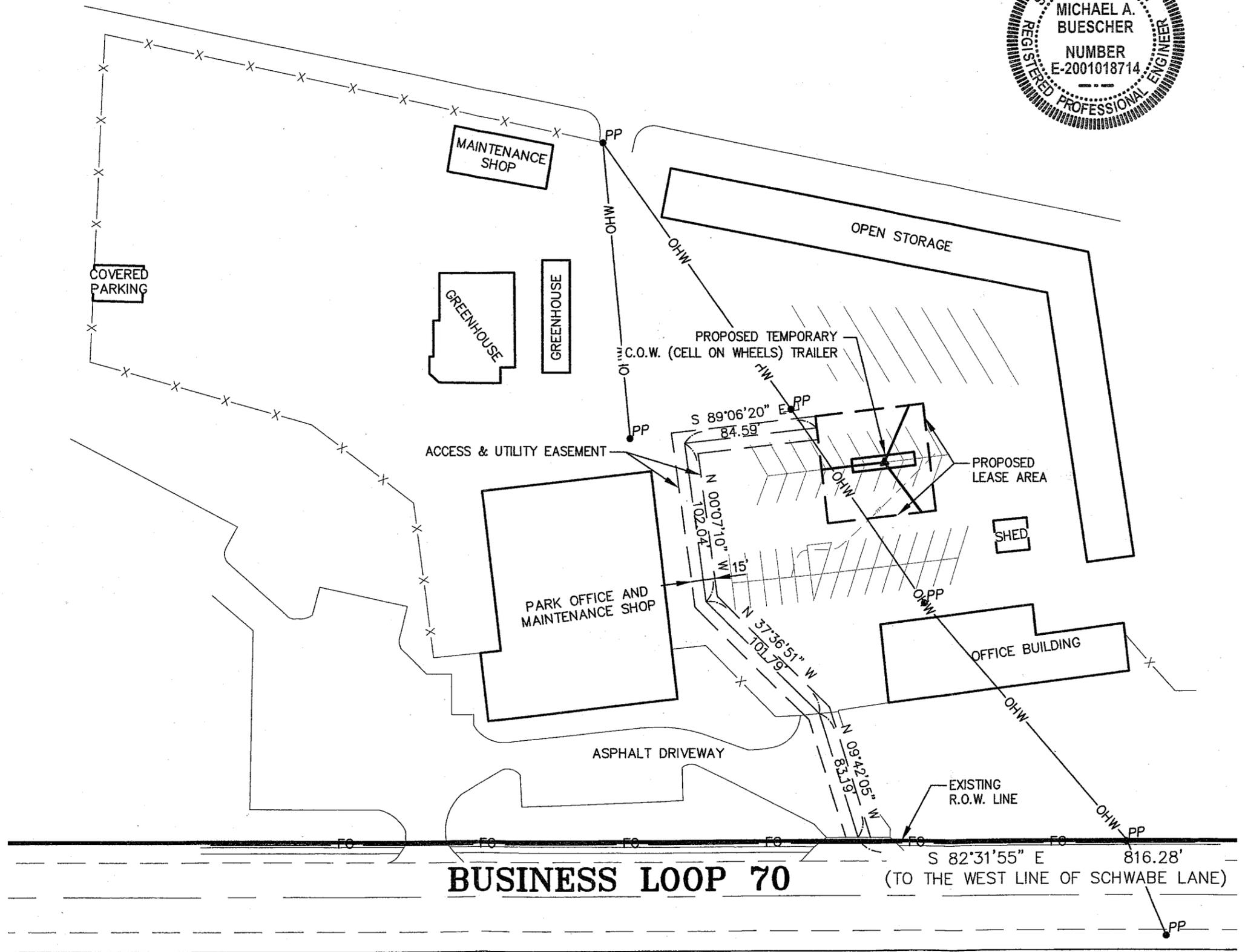
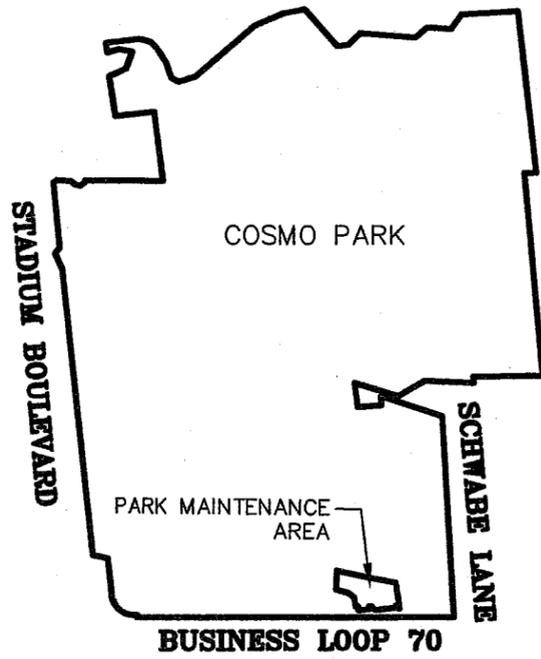
DATE: 05/09/13  
DRAFTED BY: JDF  
APPRVD. BY: MAB

SHEET TITLE:  
OVERALL  
SITE PLAN

SHEET NUMBER:

**C-1**

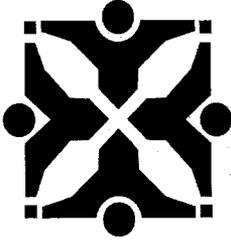
PROJECT NO: 13-051C



**LEGEND**

— OHW —	OVERHEAD UTILITY LINE
— FO —	FIBEROPTIC CABLE
— X — X —	FENCE
• PP	POWER POLE





Source: City Manager

A handwritten signature in black ink, likely of the City Manager, written over the 'Source' text.

Agenda Item No:

To: **City Council**  
From: **City Manager and Staff**

Handwritten initials in black ink, possibly 'MM', located to the right of the 'From' text.

Council Meeting Date: May 20, 2013

Re: License Agreement for a Cell on Wheels (COW) at Parks Management Center

**EXECUTIVE SUMMARY:**

Staff has prepared a license agreement with St. Charles Tower, Inc., that would allow them to place a mobile unit, known as a Cell on Wheels (COW) for a period not to exceed one year at the Parks Management Center.

**DISCUSSION:**

As cellular companies continue to build out 4G service in Columbia and also address poor coverage in certain areas of Columbia, staff has met with St. Charles Tower, Inc. (SCT) to assist them in meeting their clients' needs by providing a temporary site for a mobile unit known as a Cell on Wheels (COW). The COW consists of a 120' tower mounted on a trailer unit which would be located at the Parks Management Center, 1507 Business Loop 70 West. The license agreement would be for a term not to exceed one year, and it may be revoked by the City for any reason. SCT agrees to pay the City \$1,800 per month payable in advance for use of the space. These funds would be deposited into the permanent park fund for future improvements.

Parks staff have reviewed the location for this mobile unit, which is an area containing maintenance facilities and storage, and have no objection. See SCT plans for exact location details.

During the next few months, staff will be meeting with SCT to find a location within the immediate area for a permanent tower. Once determined, an agreement will be forwarded to Council for approval.

**FISCAL IMPACT:**

Revenue in the amount of \$1,800 per month (\$21,600 per year).

**VISION IMPACT:**

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

**SUGGESTED COUNCIL ACTIONS:**

Should Council agree with the granting of a license for the purpose described, an affirmative vote would be in order.

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/Epands 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 #	