City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: December 4, 2019

SUBJECT: U.S. Cellular Water Tower Equipment Modifications

U.S. Cellular is proposing to make modifications to their equipment at the Water Tower site. The modifications to the Tower-mounted equipment are proposed as follows:

	QTY.	EQUIPMENT	ACTION
Ex. Equipment	3	CDMA Antennas	To Be Removed
	3	LTE Antennas	To Be Removed
	6	7/8" CDMA Coax	To Remain
	6	7/8" LTE Coax	To Be Removed
	1	1-1/4" Eupen Hybrid Cable	To Remain
	1	Raycap SPD	To Remain
	3	Radio Units	To Be Removed
Final Equipment	6	LTE Antennas	To Be Installed
	3	LAA Radios	To Be Installed
	6	7/8" CDMA Coax	Existing
	1	1-1/4" Eupen Hybrid Cable	Existing
	2	1-1/4" Eupen Hybrid Cables	To Be Installed
	1	Raycap SPD	Existing
	2	Raycap SPDs	To Be Installed
	9	Remote Radios	To Be Installed
	6	RET Jumpers	To Be Installed
Coax Jumpers	•	CDMA Coax Jumpers	To Be Replaced
	•	LTE Coax Jumpers	To Be Removed
	•	LTE Coax Jumpers	To Be Installed
GPS Antennas	1	CDMA GPS Antenna	To Remain
	1	LTE GPS Antenna	To Be Removed
	1	LTE GPS Antenna	To Be Installed
Ground Bars	•	Antenna Ground Bar	Verify
	3	Equipment Ground Bars	To Be Installed
	•	MD Tower Ground Bar	Verify
	•	Lower Tower Ground Bar	To Remain

The proposed modifications require structural analysis and modifications to the Tower railing. Reimbursement by U.S. Cellular to the City for the costs of the analysis and modifications is included in a Third Amendment to Water Tower Attachment Option and Lease Agreement, attached.

The Third Amendment also includes a change in the rent summarized as follows:

		Rent	
Renewal Term	Dates	Current	Proposed
Second Renewal Term	Equip. Install to 04-30-22	$2,100/mo	$2,600/mo
Third Renewal Term	05-01-22 to 04-30-27	$2,400/mo	$3,100/mo
Fourth Renewal Term	05-01-27 to 04-30-32	$2,775/mo	$3,600/mo

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution Approving the Third Amendment to Water Tower Attachment Option and Lease Agreement with Iowa RSA No 9 Limited Partnership.

RMK:ds

attachment

RESOLUTION NO. _____

RESOLUTION APPROVING THE THIRD AMENDMENT TO WATER TOWER ATTACHMENT OPTION AND LEASE AGREEMENT WITH IOWA RSA NO. 9 LIMITED PARTNERSHIP.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, a Third Amendment to Water Tower Attachment Option and Lease Agreement with Iowa RSA No. 9 Limited Partnership has been prepared.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Third Amendment to Water Tower Attachment Option and Lease Agreement with Iowa RSA No. 9 Limited Partnership is approved.

Passed and approved by the Carroll City Council this 9th day of December, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

THIRD AMENDMENT TO WATER TOWER ATTACHMENT OPTION AND LEASE AGREEMENT

This Amendment Number Three to Water Tower Attachment Option and Lease Agreement ("Third Amendment"), made this _____day of _____, 2019 ("Amendment"), modifies that certain Water Tower Attachment Option and Lease Agreement ("Lease") dated the 9th day of April, 2007 and Amendment Number One to Water Tower Attachment Option and Lease Agreement dated the 13th day of May, 2012 and Amendment Number Two to Water Tower Attachment Option and Lease Agreement dated the 6th day of August, 2018 (collectively, the "Lease"), by and between City of Carroll, a municipal corporation, having an address at 627 N. Adams Street, Carroll Iowa 51401, hereinafter referred to as ("Lessor"), and Iowa RSA No. 9 Limited Partnership, an Iowa limited partnership having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, ("Lessee").

WHEREAS, Lessor owns certain property consisting of, among other things, a water ("Tower"), located in the City of Carroll, County of Carroll Iowa; and

WHEREAS, Lessor and Lessee entered into the Lease to provide Lessee attachment locations upon the Tower and ground space for Lessee's cellular common carrier mobile radio base station operations, including related telecommunications functions; and

WHEREAS, the Parties wish to document Lessee's intended changes ("Modifications") to equipment at said Site.

NOW THEREFORE, in consideration of the terms of this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

I. Within thirty (30) days after full execution of this Third Amendment, Lessee shall pay to Lessor the sums below :

(1) Four Thousand Eight Hundred and 00/100 Dollars ($4,800.00) for structural analysis of the Tower railing to accommodate Lessee's equipment included in this Third Amendment.

(2) Forty-Eight Thousand Two Hundred and 00/100 dollars ($48,200.00) for structural modifications to the Tower railing to accommodate Lessee's equipment include in this Third Amendment.

II. In consideration for Lessor's approval of the Modifications contemplated by this Amendment, effective upon the first day of the month following the commencement of installation of the Modifications, the monthly Rent will be increased by Five Hundred and 00/100 Dollars ($500.00), partial month to be prorated.

III. Lease Section 5b is hereby modified only to the extent of the following Renewal Term Rent schedule:

Second Renewal Term	$2,600.00 per month
Third Renewal Term	$3,100.00 per month
Fourth Renewal Term	$3,600.00 per month

IV. Exhibit B-2 is hereby deleted and replaced with the following attached Amendment Exhibit B-3.

V. In all other respects the Lease is hereby ratified and affirmed without change.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

LESSOR:
City of Carroll

By: _____

Printed: _____

Title: _____

Date: _____

LESSEE:
Iowa RSA No, 9 Limited Partnership
By: Jefferson Cellular Telephone Company, Inc.
Its: General Partner

By: _____

Printed: Steven T. Campbell

Title: Assistant Treasurer

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF IOWA)
)
COUNTY OF CARROLL)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Third Amendment to Water Tower Attachment Option and Lease Agreement, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20___.

_____

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing Third Amendment to Water Tower Attachment Option and Lease Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20___.

_____

Notary Public

My commission expires _____

EXHIBIT B-3

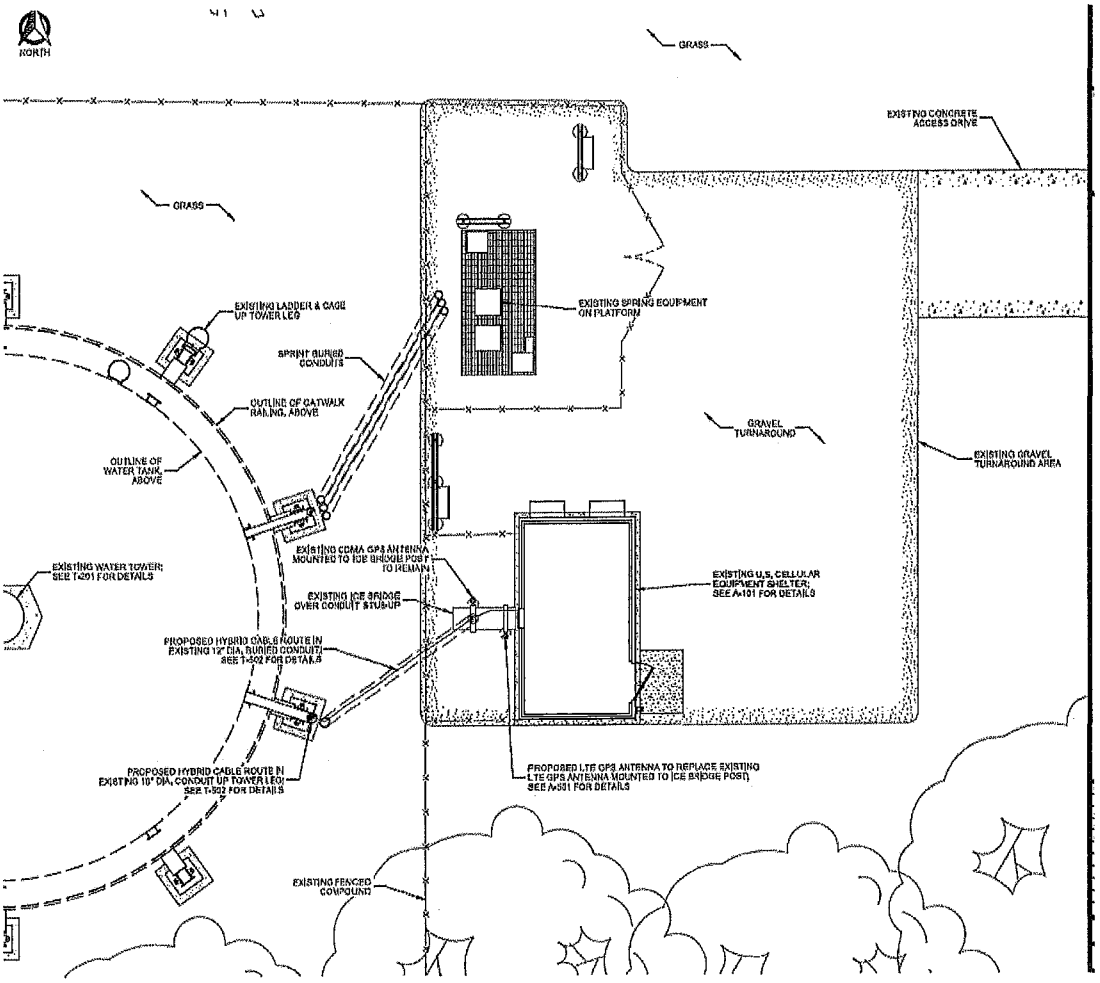
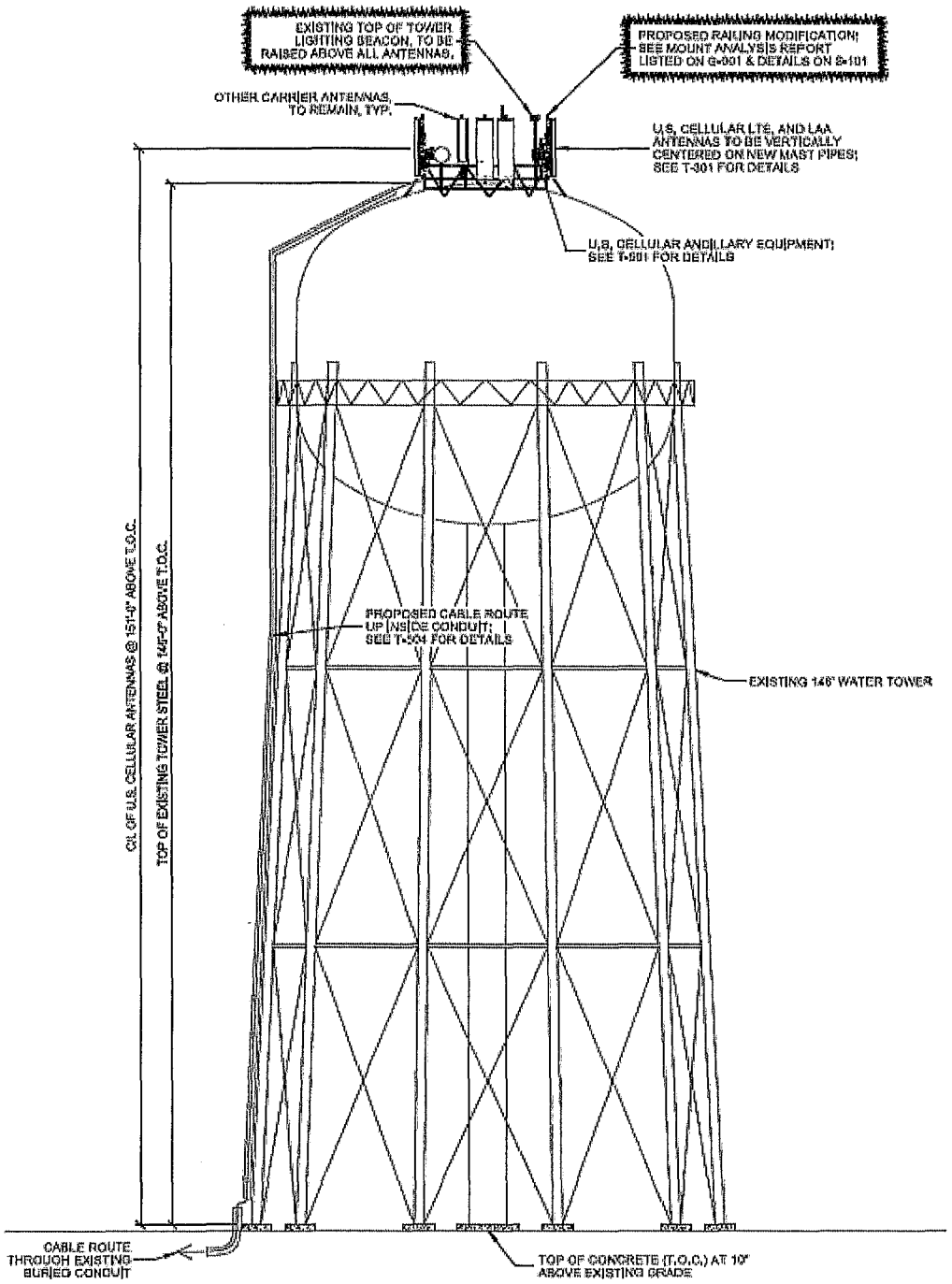

NORTH
GRASS
EXISTING CONCRETE ACCESS DRIVE
GRASS
EXISTING LADDER & CAGE UP TOWER LEG
EXISTING SPRINT EQUIPMENT ON PLATFORM
SPRINT BURIED CONDUITS
OUTLINE OF CATWALK RAILING, ABOVE
GRAVEL TURNAROUND
EXISTING GRAVEL TURNAROUND AREA
OUTLINE OF WATER TANK, ABOVE
EXISTING COMA GPS ANTENNA MOUNTED TO ICE BRIDGE POST TO REMAIN
EXISTING WATER TOWER; SEE T-201 FOR DETAILS
EXISTING ICE BRIDGE OVER CONDUIT STUB-UP
EXISTING U.S. CELLULAR EQUIPMENT SHELTER; SEE A-101 FOR DETAILS
PROPOSED HYBRID CABLE ROUTE IN EXISTING 12" DIA. BURIED CONDUIT; SEE T-502 FOR DETAILS
PROPOSED HYBRID CABLE ROUTE IN EXISTING 10" DIA. CONDUIT UP TOWER LEG; SEE T-502 FOR DETAILS
PROPOSED LTE GPS ANTENNA TO REPLACE EXISTING LTE GPS ANTENNA MOUNTED TO ICE BRIDGE POST; SEE A-501 FOR DETAILS
EXISTING FENCED COMPOUND

EXHIBIT B-3 (continued)

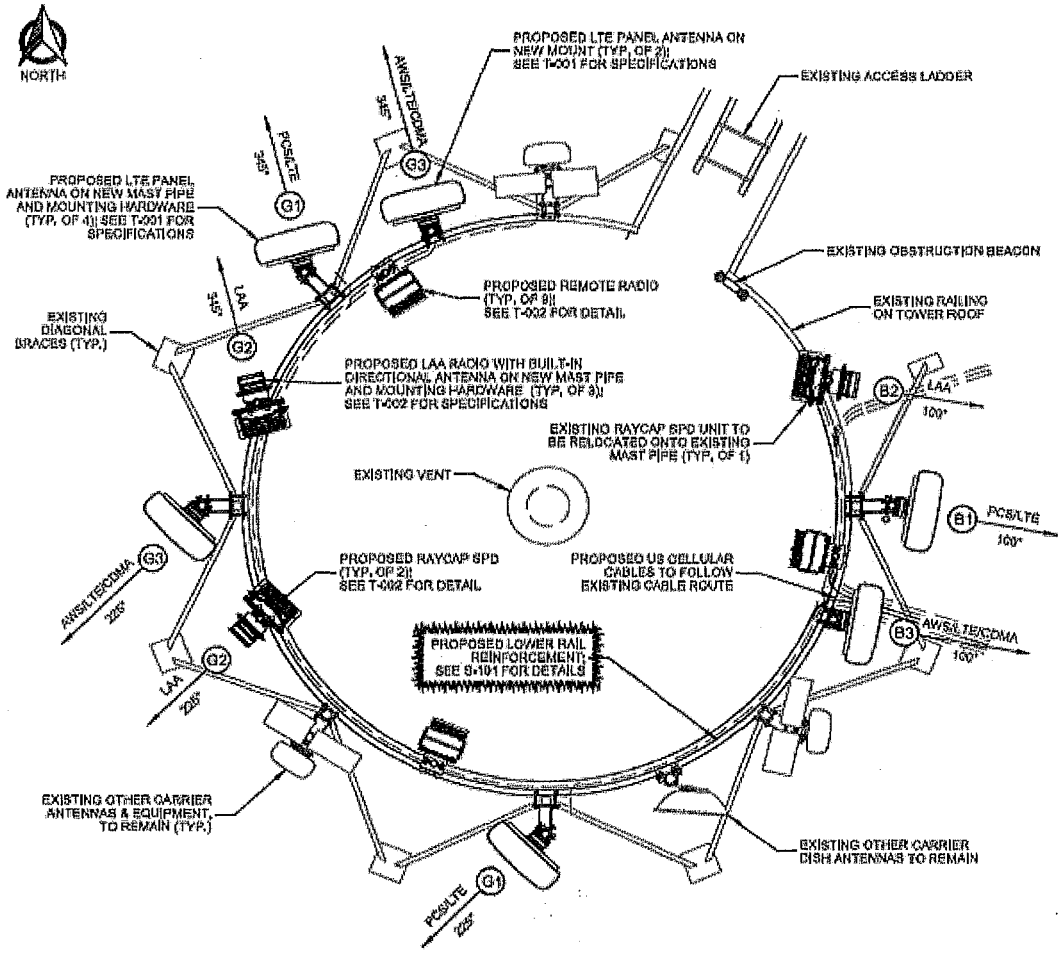


NOTES:	
1.	CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNAS WITH PROJECT MANAGER.
2.	CONTRACTOR TO VERIFY LIGHTNING ROD EXTENDS 2' MIN. ABOVE ALL ANTENNAS & EQUIPMENT.

A SITE ELEVATION

SCALE: 11" x 17" - 1" = 20'-0"
22" x 34" - 1" = 10'-0"

EXHIBIT B-3 (continued)



	Antenna Position	Technology	Antenna Model	Antenna Quantity	RAD Center	Azimuth	Mech. Tilt	Surge Protector Qty.	B7/B12 Radio	Radio Qty.	B2/B4 Radio	Radio Qty.	B5 Radio	Radio Qty.	B48 Radio	Radio Qty.	Cable Type	Cable Qty.
ALPHA	A1	PCS/LTE	Amphenol TWHR65BLUD6CG-T	1	151'	100°	0°	1	RRU4449	1	RRU8843	1	-	-	-	-	1-1/4" Hybrid	1
	A2	LAA	RRU2205 Built-in Directional Antenna	1	151'	100°	-	Shared	-	-	-	-	-	-	Shared	-	Shared	-
	A3	AWS/LTE/CDMA	Amphenol TWHR65BLUD6CG-T	1	151'	100°	0°	Shared	-	-	Shared	-	RRU11	1	-	-	Shared	-
																	7/8" Coax	2
BETA	B1	PCS/LTE	Amphenol TWHR65BLUD6CG-T	1	151'	225°	0°	1	RRU4449	1	RRU8843	1	-	-	-	-	1-1/4" Hybrid	1
	B2	LAA	RRU2205 Built-in Directional Antenna	1	151'	225°	-	Shared	-	-	-	-	-	-	Shared	-	Shared	-
	B3	AWS/LTE/CDMA	Amphenol TWHR65BLUD6CG-T	1	151'	225°	0°	Shared	-	-	Shared	-	RRU11	1	-	-	Shared	-
																	7/8" Coax	2
GAMMA	G1	PCS/LTE	Amphenol TWHR65BLUD6CG-T	1	151'	345°	0°	Shared	RRU4449	1	RRU8843	1	-	-	-	-	1-1/4" Hybrid	1
	G2	LAA	RRU2205 Built-in Directional Antenna	1	151'	345°	-	Shared	-	-	-	-	-	-	Shared	-	Shared	-
	G3	AWS/LTE/CDMA	Amphenol TWHR65BLUD6CG-T	1	151'	345°	0°	1	-	-	Shared	-	RRU11	1	-	-	Shared	-
																	7/8" Coax	2
TOTAL				9				3		3		3		3		0		9

*H110-L-85-CDMA

NOTES:

1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.
2. CONTRACTOR MAY NEED ADDITIONAL 5'-0" LONG MAST PIPES FOR TEMPORARY RELOCATION OF LTE ANTENNAS.

B PROPOSED ANTENNA LAYOUT

SCALE: 11" X 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"