



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/25/13			
Department:		Office of Policy and Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): Nancy Rodriguez X7510					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, authorizing its execution by the City Manager or his designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13 through 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	19,762	90,586	110,348
Encumbered/Expended Amount		0	0	0	0
This Item		0	1,260	0	1,260
BALANCE		0	21,022	90,586	111,608
FUND(S): WATER & SEWER FUND					
<p>COMMENTS: Approval of this item will amend and provide a five year agreement with \$21,022 in annual revenue beginning FY 2012-13, and includes an annual rental fee increase of 3% for each of the remaining years of the agreement.</p> <p>STRATEGIC PLAN GOAL: Facilities license agreements and water tower leases relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
This Resolution amends an existing Communications Facilities License originally approved by City Council on December 5, 2008, modifying rental fees and updating equipment.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, First Amendment to Communications License					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Amendment to Communications Facilities License between the City of Plano, Texas and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and,

WHEREAS, the City of Plano and Sprint Spectrum Realty Company, LP, entered into a communications facilities license on December 5, 2008; and

WHEREAS, City and Sprint Spectrum Realty Company, LP, desire to amend said communications facilities license to upgrade communications equipment; and

WHEREAS, upon full review and consideration of the First Amendment, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the First Amendment, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or his designee, is hereby authorized to execute the First Modification and all other documents in connection therewith on behalf of the City of Plano.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 25th day of February, 2013.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

Cell Site No. DA60XC915

Name: Coit Water Tower

Address: 3617 Sandy Trail Lane, Plano, Texas

FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Plano, having a mailing address of 4120 West Plano Parkway, Plano, Texas 75093 (hereinafter referred to as "Licensor") and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, having a mailing address of 6480 Sprint Parkway, Overland Park, KS 66251 (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated December 5, 2008, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 3617 Sandy Trail Lane, Plano, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the rent payable under the Agreement; and

WHEREAS, Licensee desires to alter and make improvements to the Property or Premises by replacing (3) LTE antennas, fifteen (15) RRUs, and 70 linear feet of new cable all as indicated below and on the site plan attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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

1. Beginning on the effective date of this First Amendment and continuing through the remaining term of the agreement, the Licensee has changed its name from **SPRINT WIRELESS BROADBAND COMPANY, LLC**, a Delaware limited liability company to **SPRINT SPECTRUM L.P.**, a Delaware limited partnership.

2. **Rent Payment. Appendix "B" Payment Terms and Conditions** of the Agreement is hereby deleted in its entirety and replaced the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by One-Hundred Five and 00/100 Dollars (\$105.00) per month so that the total monthly Rental Fee shall thereafter be in the amount of One-Thousand Seven-Hundred Fifty-One and 82/100 Dollars (\$1,751.82) per month for a total of Twenty-One Thousand Twenty-One and 84/100 Dollars (\$21,021.84) annually. Such increase represents the compensation for the replacement of three (3) antennas, fifteen (15) RRUs, 70 linear feet of new cable, and is subject to future adjustments as provided in the Agreement.

Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased after each year by three percent (3%).

3. **Equipment.** Licensor consents to the installation of new antennas and new RRUs, all in a manner in accordance with the site plan attached hereto as Exhibit "A" and incorporated herein by reference.

4. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 7.01 is hereby modified to add the following:

7.03 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

7.04 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

7.05 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

7.06 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

7.07 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as

expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **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 Amendment on the dates set forth below.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Diane C. Wetherbee, CITY ATTORNEY

Date: _____

By Authority of Resolution No. _____

Sprint Spectrum Realty Company, LP
a Delaware limited partnership,

By: _____
Name: Matthew Bell
Title: Manager – Real Estate
Date: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared Bruce D. Glasscock known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for and as the act of the CITY OF PLANO, of the State of Texas, Collin County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Bell, Manager – Real Estate, Sprint Spectrum Realty Company, LP, a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sprint Spectrum Realty Company, LP, and that he executed the same as the act of such Limited Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires _____

Sprint



PROJECT NAME: NETWORK VISION MMBTS LAUNCH
 SITE NAME: CITY OF PLANO
 COIT WATERTOWER
 SITE NUMBER: DA60XC915
 STRUCTURE TYPE: WATERTOWER
 MARKET: DFW
 LEGAL DESCRIPTION: CARRIAGE HILL #3 (CPL)
 BLK H, LOT 6, 1.8046 ACRES

THESE DRAWINGS ARE PREPARED BASED ON RFDS REVISION B1, DATED 07/05/2012. GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF THE RFDS WITH ERICSSON PRIOR TO CONSTRUCTION. G.C. TO USE THE MOST CURRENT RFDS.



1 INTERNATIONAL BOULEVARD
 SUITE #800
 MAHWAH, N.J. 07495



SITE NAME:
**CITY OF PLANO
 COIT WATERTOWER**

SITE NUMBER:
DA60XC915

SITE ADDRESS:
 3617 SANDY TRAIL LANE
 PLANO, TEXAS 75023
 COLLIN COUNTY

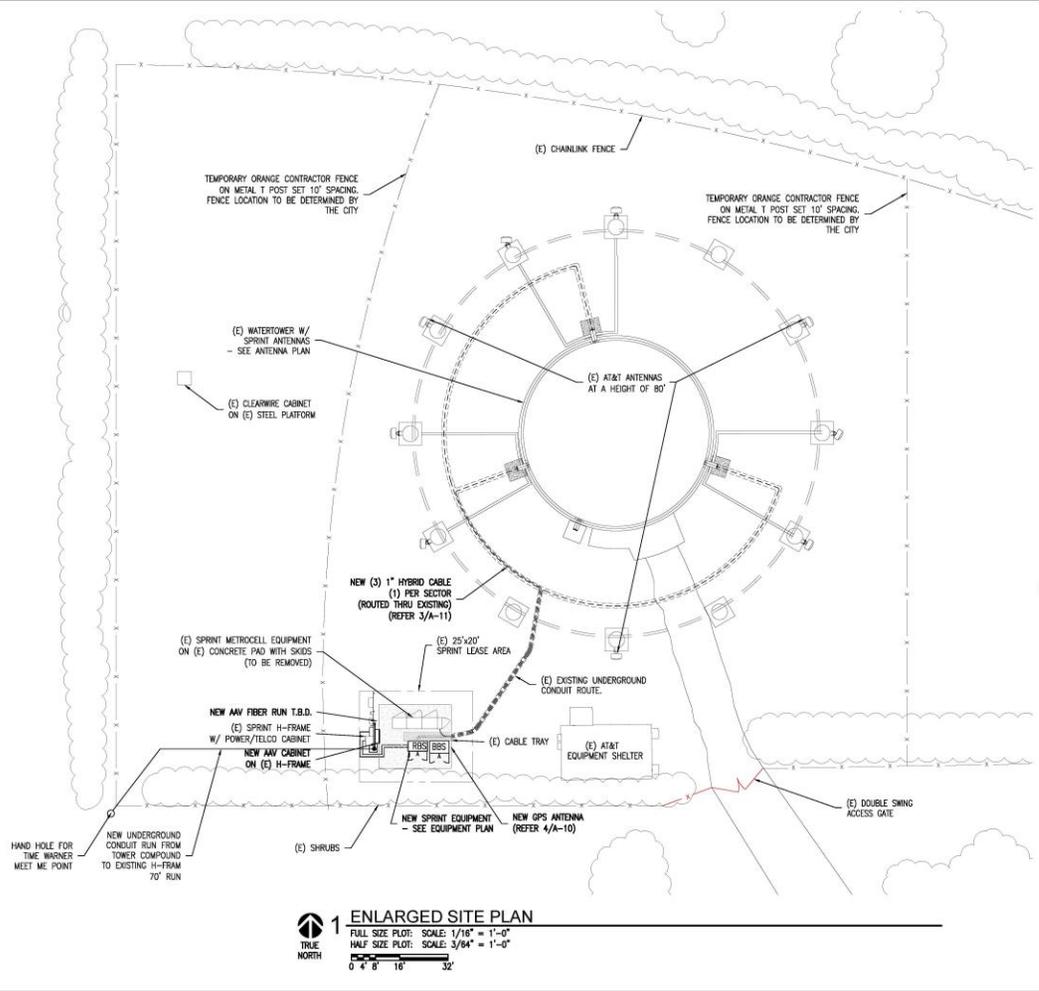
EXHIBIT "A"

PROJECT SUMMARY	DRIVING DIRECTIONS	VICINITY MAP	LIST OF DRAWINGS
SITE NAME: CITY OF PLANO WATERTOWER SITE NUMBER: DA60XC915 911 ADDRESS: 3617 SANDY TRAIL LANE PLANO, TEXAS 75023 APN#: R-1913-008-0060-1 LATITUDE: 33°03'20" N LONGITUDE: 96°45'51" W GROUND ELEVATION: 752.7' AMSL JURISDICTION: CITY OF PLANO, COLLIN COUNTY ZONING: UTILITY	DEPART DALLAS/FT WORTH INTERNATIONAL AIRPORT ON LOCAL ROAD(S) (NORTH) 131 YDS, TURN LEFT (WEST) ONTO LOCAL ROAD(S) 43 YDS, TURN RIGHT (NORTH) ONTO LOCAL ROAD(S) 21 YDS NORTH AIRPORT EXIT / EAST HOTEL, TURN RIGHT (EAST) ONTO LOCAL ROAD(S) 43 YDS, KEEP LEFT ONTO SANDY 0.2 MI, *TOLL ROAD MERGE ONTO SR-97 SPUR (INTERNATIONAL PKWY N) 1.6 MI, STAY ON SR-97 SPUR (INTERNATIONAL PKWY N) (NORTH) 0.9 MI, ROAD NAME CHANGES TO SR-121 (INTERNATIONAL PKWY) 16.5 MI, TURN RIGHT (SOUTH) ONTO W SPRING CREEK PKWY 6.4 MI, TURN RIGHT (SOUTH) ONTO MISSION RIDGE RD, THEN IMMEDIATELY TURN RIGHT (WEST) ONTO SANDY TRAIL LN 0.2 MI, ARRIVE 3617 SANDY TRAIL LN, PLANO, TX 75023		SITE GENERAL ARRANGEMENT PLANS T-1 TITLE SHEET T-2 GENERAL NOTES T-3 GENERAL NOTES T-4 GENERAL NOTES ARCHITECTURAL / CIVIL PLANS A-1 OVERALL SITE PLAN A-2 ENLARGE SITE PLAN A-3 EQUIPMENT SITE PLANS A-4 SITE ELEVATION A-4A PAINT SPEC. A-5 EQUIPMENT SCHEDULE & RFDS A-6 ANTENNA PLUMBING DIAGRAM A-7 ENLARGED ANTENNA PLANS & COAX RUN DIAGRAM A-8 (E) COLOR CODING A-9 NEW COLOR CODING A-10 DETAILS A-11 DETAILS ELECTRICAL PLANS E-1 ELECTRICAL PLAN & DETAILS E-2 POWER/TELCO DIAGRAMS E-3 GROUNDING PLANS - COLD SLIDE E-4 GROUNDING PLANS - FINAL E-5 ELECTRICAL DETAILS E-6 GROUNDING DETAILS E-7 GROUNDING DETAILS
SCOPE OF WORK 1) THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR HUMAN OCCUPANCY 2) THE SCOPE OF WORK CONSISTS OF MODIFYING THE EXISTING WIRELESS INSTALLATION: A. REMOVAL ALL EXISTING METROCELL EQUIPMENT CABINET B. INSTALLATION OF NEW EQUIPMENT CABINET C. REMOVAL OF EXISTING ANTENNAS D. INSTALLATION OF NEW ANTENNAS E. INSTALLATION OF NEW RRUS (REMOTE RADIO UNITS) F. INSTALLATION OF GPS ANTENNA G. INSTALLATION OF NEW HYBRID CABLE H. INSTALLATION OF NEW COMBINERS I. INSTALLATION OF NEW 800 MHZ FILTERS	CONTACTS <u>APPLICANT:</u> SPRINT PCS 1 INTERNATIONAL BOULEVARD SUITE #800 MAHWAH, N.J. 07495 201-584-4000 <u>PRIME CONTRACTOR:</u> ERICSSON 8300 LEGACY DRIVE PLANO, TEXAS 75024, USA PHONE: 972-583-0927 C.M.: R.F.: <u>TOWER OWNER:</u> CITY OF PLANO CONTACT: ROBBIE CARPENTER 972-727-1623 <u>ARCHITECT/ENGINEER:</u> ALLPRO CONSULTING GROUP, INC. 9221 LYNDON B. JOHNSON FREEWAY, SUITE 204 DALLAS, TX 75243 CONTACT: JOJI M. GEORGE P.E. OFFICE: 972-231-8893 FAX: 966-364-8375 <u>TELEPHONE COMPANY:</u> VERIZON <u>POWER COMPANY:</u> TXU 800-368-1398	APPROVALS SPRINT REPRESENTATIVE _____ DATE _____ SPRINT RF ENGINEERING _____ DATE _____ SITE OWNER _____ DATE _____ SPRINT CONSTRUCTION MANAGER _____ DATE _____ ERICSSON _____ DATE _____ THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.	STAMP:
APPLICABLE CODES & STANDARDS - INTERNATIONAL BUILDING CODE, 2006 EDITION AS ADOPTED BY LOCAL JURISDICTION. - NATIONAL ELECTRICAL CODE, 2008 EDITION AS ADOPTED BY LOCAL JURISDICTION. - UNIFORM MECHANICAL CODE, 2006 EDITION AS ADOPTED BY LOCAL JURISDICTION. - INTERNATIONAL ENERGY CONSERVATION CODE, 2009 EDITION AS ADOPTED BY LOCAL JURISDICTION.	SITE ACCESS PROCEDURES CITY OF PLANO WATERTOWER CONTACT: ROBBIE CARPENTER 972-727-1623 SITE LOCK COMBINATIONS: 4125	NOTE: DRAWING SCALES ARE FOR 22"x34" SHEETS UNLESS OTHERWISE NOTED.	DRAWN BY: LE APPROVED BY: JG DATE DRAWN: 09/08/2011 REVISION NO DESCRIPTION BY DATE 1 100% CD (CITY RL) LE 11/09/11 2 100% (CITY RL/RFDS) LE 01/27/12 3 100% CD (CITY RL) LM 03/09/12 4 100% CD (CITY RL) GS 04/03/12 5 100% CD (LL APPROVED) GS 07/12/12 6 100% CD (CITY RL) GS 08/07/12 7 100% CD (CITY RL) GS 09/05/12 8 100% CD (CITY RL) XY 10/22/12 SHEET TITLE: TITLE SHEET SHEET NUMBER: T-1



ABBREVIATIONS	
AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMSL	ABOVE MEAN 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)
EGGB	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
MGD	MASTER GROUND BAR
MIN	MINIMUM
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELEPHONE
PPC	POWER PROTECTION CABINET
RBS	RADIO BASED STATION
RRU	REMOTE RADIO UNIT
RGS	ROOF GALVANIZED STEEL
IN	INCHES
INT	INTERIOR
LB(S) or #	POUND(S)
SF	SQUARE FOOT
STL	STEEL
TYP	TYPICAL
UE/UT	UNDERGROUND ELECTRIC/TELEPHONE
UNO	UNLESS NOTED OTHERWISE
VF	VERIFY IN FIELD
W/	WITH
XFMR	TRANSFORMER

SYMBOLS	
	REVISION
	WORK POINT
	UTILITY POLE
	BRICK
	COMPRESSED STONE
	CONCRETE
	EARTH
	GRAVEL
	MASONRY
	STEEL
	CENTERLINE
	PROPERTY LINE
	LEASE LINE
	EASEMENT LINE
	CHAIN LINK FENCE
	WOOD LINK FENCE
	UNDERGROUND ELECTRIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC/TELEPHONE



1 ENLARGED SITE PLAN
 FULL SIZE PLOT: SCALE: 1/16" = 1'-0"
 HALF SIZE PLOT: SCALE: 3/64" = 1'-0"
 0' 4' 8' 16' 32'

PREPARED FOR:

Sprint

1 INTERNATIONAL BOULEVARD
 SUITE #800
 MAHWAH, N.J. 07495

CONSULTANT:

ALLPRO
 CONSULTING GROUP, INC.
 822 LINDEN BL. JOHNSON FREEWAY
 SUITE 204, DALLAS, TX 75243
 PHONE: 972-321-8883
 FAX: 972-321-8875
 WWW.ALLPROCG.COM
 FIRM REGISTRATION # 802
 ACG # 11-4098

SITE NAME:
**CITY OF PLANO
 COIT WATERTOWER**

SITE NUMBER:
DA60XC915

SITE ADDRESS:
 3617 SANDY TRAIL LANE
 PLANO, TEXAS 75023
 COLLIN COUNTY

STAMP:

STATE OF TEXAS
 JONI MOTTACKAL GEORGE
 91793
 LICENSED PROFESSIONAL ENGINEER

10/22/12

DRAWN BY: LE
 APPROVED BY: JG
 DATE DRAWN: 09/08/2011

NO	DESCRIPTION	BY	DATE
1	100% CD (CITY RL)	LE	11/09/11
2	100% CD (CITY RL/RP/RS)	LE	01/22/12
3	100% CD (CITY RL)	JM	03/08/12
4	100% CD (CITY RL)	GS	04/03/12
5	100% CD (LL APPROVED)	GS	07/12/12
6	100% CD (CITY RL)	GS	08/07/12
7	100% CD (CITY RL)	JS	09/05/12
8	100% CD (CITY RL)	XY	10/22/12

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:
A-2