City of Menasha • Department of Public Works

Memorandum

DATE: June 28, 2012

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works MR

RE: Authorization to Execute Agreement with Menasha Utilities for the Use of Communications Equipment on Existing Public Works Facility Tower

The Federal Communications Commission (FCC) has mandated all public safety and industrial/business licensees convert existing 25kHz radio systems to minimum narrowband 12.5kHz technology by January 1, 2013. The Public Works Department (PWD) has budgeted for and needs to purchase updated equipment for operation of its radio communications system within the narrowband spectrum. This equipment would be mounted on the existing 195 foot tower located at the Public Works Facility.

Menasha Utilities (MU) could also utilize this equipment for improved operation of its radio communications system and discussions regarding sharing of this equipment have occurred between the Utility and the City over the past eight months. Enclosed with this memo is a copy of a proposed agreement for the shared use of the communications equipment to be mounted on the City's tower. The basis for the shared cost terms is the number of radios owned by each entity. Shared costs include initial purchase, ongoing operation, maintenance and administrative costs, and a monthly rent for the use of the tower space. Each entity is responsible for the cost of their own radios, as those are not shared by MU and PWD. The PWD costs will be funded through the Public Works Fund (Equipment Fund). There is a sufficient balance of funds to cover our costs.

I recommend the approval of this agreement as a means to maximize cost savings for both MU and the City and to meet the January 1, 2013 FCC deadline for conversion to narrowband radio operation.

Enclosure

M:\word\BPW memo re Tower Agreement with MU_6-28-12.docx

140 Main Street • Menasha, Wisconsin 54952-3151 • Phone (920) 967-3610• Fax (920) 967-5272
www.cityofmenasha-wi.gov

TOWER AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ___day of _____, 2012 by and between the City of Menasha (City) and the City of Menasha Water and Light Commission (Commission).

The initial term of this Agreement shall be five years commencing on the start of installation of the Equipment. The initial term shall be automatically renewed and extended, upon the same terms and conditions, for two additional terms of five years each, unless City notifies Commission of its intention not to permit the Agreement to renew.

WHEREAS, This Agreement is entered into for the benefit of the City and Menasha Utilities; and

WHEREAS, The City owns Property located at 455 Baldwin St., Menasha, Wisconsin, known as the Public Works Facility; and

WHEREAS, The City has located upon the Public Works Facility property a communications tower (Tower); and

WHEREAS, The City and the Commission desire to place, attach, affix and locate communications equipment and related appurtenances, apparatus and facilities (Equipment) which are more particularly described on SCHEDULE B, attached hereto and made a part of this Agreement, on and near the Tower.

ARTICLE I
INSTALLATIONS, MAINTENANCE, AND USE

1.1 **Equipment.** The City and the Commission set forth herein their agreement with respect to the purchase and installation of Equipment on and near the Tower, maintenance, use and repair of said Equipment.

The City will be responsible for the purchase and installation of Equipment on and near the Tower as set forth in the 3/1/2012 quote #SBEEQ1038-01 from Nielson Communications Inc., a copy of which is attached as SCHEDULE B. The City will retain ownership of the Equipment.

Each party will be responsible for the purchase and all other costs and expenses incurred for the radios associated with use of the Equipment.

1.2 Installation and Maintenance of Equipment. The City will be responsible for the maintenance of, updates and repairs to the Equipment which costs shall be shared by the City and Commission as follows: prorated on the basis of the number of radios owned by the City and the Commission.

City and Commission shall share in the costs and expenses incurred in the event there is damage to the Tower, the Property or to the Equipment of City or any other lessee on the Tower that may result during use, installation, maintenance, updates or repair operations.

1.3 Removal of Equipment. Removal and disposal of the Equipment and restoration of the property to the condition existing at the time this Agreement was entered into reasonable wear and tear excepted will be shared by the parties.

1.4 Use of Equipment. Commission shall have use of Equipment necessary for operation of Menasha Utilities.

ARTICLE II
INTERFERENCE

2.1 The Parties acknowledge that another party, AT & T, has certain rights with respect to access and use of the Tower in connection with a Ground Site Lease Agreement.

ARTICLE III

3.1 **Rent.** Commission shall pay to the City as rent the sum of $200 per month due on the first day of each month beginning the first month following the complete, accepted installation of the Equipment. Commission shall also pay an initial amount of $20,000 to City on or before thirty days following the City's execution of a purchase order for the Equipment, representing Commission's share of capital costs incurred for the purchase and installation of the Equipment. Rent payable under this Agreement shall be exclusive of expenses, such as insurance, utilities and security, which shall be shared as follows: as stated in ARTICLE 1.2.

ARTICLE IV
DAMAGE, DESTRUCTION, OR CONDEMNATION

4.1 **City May Repair or Restore Upon Insured Loss.** If the Tower or Equipment is damaged or destroyed by fire, vandalism, or other casualty, this Agreement shall continue in full force and effect if City elects to make repairs or restores at its option the Tower or Equipment within ninety (90) days of such fire or other casualty. In the event City elects to not make such repairs, City shall deliver written notice to Commission of City's election to not repair the Tower or Equipment; and Commission shall have the right to terminate this Agreement effective as of the date of the damage.

4.2 **Rent Abatement.** If, through no fault of Commission or its agents, employees, representatives, contractors, or other persons acting or engaging by, through, or under Commission, the Tower is damaged so as to render the same substantially unusable for its intended purpose, the Rent shall abate for such period while City restores at its option the Tower or Equipment.

ARTICLE V
MISCELLANEOUS

5.1 The Commission shall cooperate with City in obtaining any approvals required by City for its use of Equipment.

5.2 **Assignment.** Commission will not assign or transfer this Agreement without the prior written consent of City.

5.2 **Non-Waiver.** Waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Agreement, regardless of City's or Commission's knowledge of any prior or proceeding breach at the time of payment or acceptance of rent.

5.3 **Entire Agreement/Amendment.** This Agreement contains all covenants and agreements between City and Commission relating in any manner to the rent, Commission's use of the Equipment, and other matters set forth in this Agreement. No prior agreements or understandings pertaining to the matters governed by this Agreement shall be valid, or of any force or effect; and the

covenants and agreements of this Agreement shall not be altered, modified, or amended, except in writing signed by City and Commission.

CITY OF MENASHA

By: _____

MENASHA UTILITIES

By: _____

SCHEDULE B

NIELSON COMMUNICATIONS

A Wireless Communications Solutions Company Since 1974

QUOTE

QUOTE #	SBEEQ1038-01
DATE	3/1/2012

TO Mark Radtke
Menasha Public Works
140 Main St
Menasha, WI 54952-3190
139
Phone: (920)967-3610

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Ray		SEE NOTE	3/16/2012

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	EQUIPMENT HUT AT TOWER		
1	7'-10" x 7'-10" x 8'-8" ENVIRO BUILDING WITH 4" THICK WITH 4" THICK WALL AND CEILING PANELS. CAM LOCK MECHANISM FOR PANEL ASSEMBLY. FLOOR INCLUDED.	$10,779.00	$10,779.00
1	CEILING INSULATION UPGRADE FOR GREATER WEATHER LOAD BEARING	$0.00	$0.00
1	RAIN ROOF WITH TABS, THERMOPLASTIC SINGLE PLY PVC ROOF SYSTEM.	$0.00	$0.00
1	DOOR, 3'-0" X 7'-0" INSULATED 24 GAGE PAINTED BRONZE, WITH FRAME, DRIP CAP, THRESHOLD, WEATHER SEAL AND STAINLESS HINGES	$0.00	$0.00
1	750 CFM VENTILATION SYSTEM, INCLUDES POWERED INTAKE SHUTTER AND THERMOSTAT	$0.00	$0.00
1	WAVEGUIDE ENTRY PORT, 4 HOLE 4" LONG	$0.00	$0.00
1	MARVAIR AIR CONDITIONER-1 TON COOLING. 5KW HEAT-230/208/1/60 ELECTRICS- R410A-SUPPLY & RETURN GRILLS- HIGH AND LOW PRESSURE CONTROLS, INSTALLATION HARWARE-DRIP	$0.00	$0.00
1	DIGITAL T-STAT, 1 HEAT, 1 COOL, NON PROGRAMMABLE , AUTO CHANGEOVER. #50186	$0.00	$0.00
24	INSTALLATION, ESTIMATED HELP FROM CITY WILL REDUCE COST	$85.00	$2,040.00
1	TRIPPLITE 1500VA / 1.5kVA / 1200 watt on-line double-conversion 2U rack/tower UPS 100/110/120V +/-2% output at 50/60Hz, 5 Min. at full load 14 min. at 1/2 load	$1,057.00	$1,057.00

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Green Bay WI 54304
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sales@nielsoncom.com

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Neenah WI 54956
Ph. 920-886-1112
Fx. 920-886-0267

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1	External Battery Pack and Cable. 3U, Expandable, Blue 2-Point Connector 5 Hour back-up	$1,325.00	$1,325.00
	SubTotal		$15,201.00
	DMR DIGITAL REPEATER		
2	RD982 400-470 MHZ, 50 WATT, HYTERA DMR REPEATER	$2,250.00	$4,500.00
2	RM-20A-BB, 20 AMP POWER SUPPLY RACK MOUNT	$179.92	$359.84
1	COMPROD XTC-40-02D TWO CHANNEL COMBINER, ESTIMATED COST, PRICE MAY VARY DEPENDENT ON FREQUENCY ASSIGNMENTS.	$6,171.00	$6,171.00
2	ANTENNA 77470TM14 406-512 MHz, 8.5 DBD GAIN, DIPOLE, N	$1,214.29	$2,428.58
1	XRM-40-04RM 4 PORT MULTICOUPLER	$3,114.47	$3,114.47
1	TPCP-4546 PRE-SELECTOR	$2,092.33	$2,092.33
2	RFI-RFN-1005-3C RG58 "N" MALE CONNECTOR	$10.00	$20.00
4	RFN-1006-3E RG213 CRIMP ON "N" MALE CONNECTION	$11.00	$44.00
6	FER10C1 FERRULE, FOR CONNECTOR CABLE RG55, 142-NICKEL PLATED, CONNECTOR, REPLACEMENT PARTS	$2.00	$12.00
2	MISC HARDWARE, CONNECTORS,, TIE RAPS, CLIPS, HANGERS & MISC SHOP WARE.	$150.00	$300.00
2	IBAR-12 19" RACK MOUNT SURGE PROTECTION	$225.00	$450.00
4	TMC-LP-BTR50NFF .125-1GHZ NFF GTDC BLOCK ANTENNA LIGHTNING ARRESTOR	$70.00	$280.00
1	19" RACK, BUD INDUSTRIES	$317.00	$317.00
60	LMR-400 COAX CABLE TIMES	$2.25	$135.00
4	RFI-RFN-1006-3I RG393 3/8 CRIMP ON " N" MALE CONNECTION FOR LMR-400 OR BELDEN 9913	$10.00	$40.00
2	MISC-600 G & S CUSTOM CUT JUMPER CABLES	$275.00	$550.00
32	INSTALLATION CHARGES, ESTIMATED. INCLUDES PHYSICAL MOVE OF EQUIPMENT FROM STEAM PLANT TO NEW LOCATION.	$0.00	$0.00
40	SHOP HOURLY RATE, ESTIMATED. CONFIGURE, ENGINEER, ASSEMBLE AND TEST.	$85.00	$3,400.00

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1	12' GRATED ICE BRIDGE ESTIMATED, FINAL BUILDING LOCATION WILL DETERMINE LENGTH NEEDED.	$1,500.00	$1,500.00
500	LDF5-50A 7/8", FOAM, TRANSMISSION LINE, COAXIAL CABLES CABLE	$7.25	$3,625.00
3	AND-L4TNF-PSA FEMALE N CONNECTOR, STRAIGHT, LDF4-50A, RING FLARE	$40.00	$120.00
3	AND- L4TNM-PSA MALE N CONNECTOR, STRAIGHT, LDF4-50A RING FLARE	$40.00	$120.00
3	POL-IS-50NX-C1 POLYPHASER/ LIGHTNING PROTECTION	$84.00	$252.00
6	204989-1 1/2 GROUNDING KIT""	$37.50	$225.00
	SubTotal		$30,056.22
	TOWER CREW		
1	INCLUDES INSTALLATION OF SIDE ARM, ANTENNA, TRANSMISSION LINE, GROUND KITS, TERMINATE AND WEATHERPROOF, PROVIDE SNAP HANGERS AND HOIST GRIPS	$4,631.00	$4,631.00
	SubTotal		$4,631.00