

PUBLIC WORKS AND UTILITIES COMMITTEE

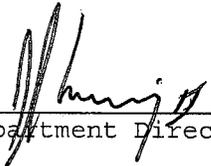
13-0490R

RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE ORPHANAGE WATER TOWER SITE LEASE AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND THE CITY OF DULUTH.

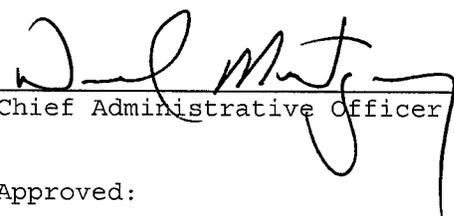
CITY PROPOSAL:

RESOLVED, that the city council hereby authorizes the proper city officials to execute a first amendment to the orphanage water tower site lease agreement between New Cingular Wireless, PCS, LLC and the city of Duluth, substantially the same as that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, which lease agreement is for the location and operation by New Cingular of wireless communication equipment on the Orphanage Water Tower, payments to be paid to the Water Fund 510, Agency 500, Revenue Source 4809.

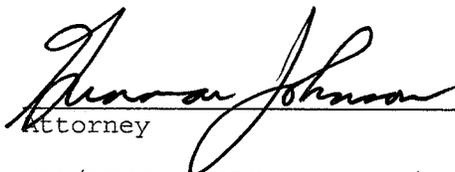
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

MIS/ATTY GBJ:de 09/13/2013

STATEMENT OF PURPOSE: This resolution authorizes a first amendment to the Orphanage Water Tower Site Lease Agreement between New Cingular Wireless, PCS, LLC and the city of Duluth. The City and the Lessee wish to amend the allowed Antennas and Communication Facilities, annual rent and additional paragraphs.

**Market: Minnesota/Northern Plains (MNP)**  
**Cell Site Number: MNL05445**  
**Cell Site Name: Woodland Relo**  
**Fixed Asset No: 10152761**

**FIRST AMENDMENT TO ORPHANAGE WATER TOWER SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO ORPHANAGE WATER TOWER SITE LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between the City of Duluth, a Municipal Corporation, having a mailing address of 208 City Hall, 411 West 1st Street, Duluth, MN 55802 (hereinafter referred to as "City" or "LICENSOR") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a new mailing address of 575 Morosgo Dr. NE, 13F West Tower, Atlanta GA, 30324 (hereinafter referred to as "Lessee" or "LICENSEE").

WHEREAS, City and Lessee entered into a Site Lease Agreement dated May 7, 2010, whereby City leased to Lessee certain Premises, therein described, that are a portion of the Property located at 801 Minneapolis Ave, Duluth, State of Minnesota ("Lease"); and

WHEREAS, City and Lessee desire to amend the allowed Antennas and Communication Facilities; and

WHEREAS, City and Lessee desire to amend the Annual Rent; and

WHEREAS, City and Lessee desire to amend certain paragraphs; and

WHEREAS, City and Lessee, in their mutual interest, wish to amend the Lease 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, City and Lessee agree as follows:

**1. COMMENCEMENT DATE.** The Commencement Date of this Amendment is the latter of the signature dates below.

**2. COMMUNICATION PREMISES.** Lessee's Communication Facility and Premise as described in Section 1 and Exhibit B of the Lease are hereby amended to allow the Lessee two (2) microwave dishes one of which will be of six feet (6') in diameter and the second which will be of two feet (2') in diameter and three (3) remote radio head units and related cables/brackets on the existing Tower. Exhibit B of the Lease will be deleted in its entirety and replaced with Exhibit B-1 attached hereto and incorporated herein by this reference. In addition, Lessee shall have the right to install a backup generator, in a location to be approved by City within the next ninety (90) days.

**3. TERM.** A new clause shall be added to the end of Paragraph 3 of Lease. It shall read:

If Lessee remains in possession of the Premises after the termination of this Lease, then Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Lease, except that Annual Rent shall be a rate twice the amount of the then current rent rate

**4. RENT.** Effective on the Commencement Date of Amendment, both parties agree that the Annual Rent will shall increase to a total of Fifty Seven Thousand Two Hundred and 00/100 Dollars (\$57,200.00) per year. Within sixty (60) days of the Commencement Date, Lessee shall pay City the full Annual Rent due for the remaining Initial Term of the Lease, i.e. thru December 31, 2014. Annual Rent for 2013 shall be prorated. Then starting January 1, 2015, and each January 1 after, the Annual Rent shall be paid in advance, in monthly installments, increasing by the greater of i) three (3%) or ii) Consumer Price Index, over the previous years annualized rent.

**5. TERMINATION.** The current term ending on December 31, 2014 will be extended through to December 31, 2019 and the provisions in section 18 (b) and (c) of the original agreement will not apply during this period. Paragraph 18(c) of Lease is hereby deleted and Paragraph 18(b) is modified to include a six month termination penalty, at the then current Annual Rent rate, if enforced.

**6. MISCELLANEOUS.** Three (3) new Sub-Paragraphs shall be added to and then considered incorporated as part of the original agreement as follows:

16.(h) Annual Tower/Tank Inspections: Starting January 1, 2015, Lessee's equipment will be subject to an annual inspections by a contractor selected by the Lessee and approved by the City. A written report will be required of the present condition of the equipment and impact on the Tower. This inspection and report will be at the expense of the Lessee and due each January 1st.

16.(i) Reimbursement for City's Employees: Lessee shall reimburse City for any reasonable and documented employee cost in supervising Lessee at the site, which exceeds a total of three and one half days per calendar year. It shall be billed at the hourly rate of \$85.00 per hour.

7. (O) Upgrade Protocol. Guidelines for the submission of proposed upgrades or equipment changes shall follow the protocols outlined in Exhibit E attached hereto.

**7. NOTICES.** Lessee's notice addresses in Paragraph 17 of the Lease are hereby deleted in their entirety and replaced with the following:

As to Lessee: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # MNL05445, Cell Site Name: Woodland Relo (MN)  
FA # 10152761  
575 Morosgo Dr. NE  
13-F West Tower  
Atlanta, GA 30324

With a mandatory copy to:  
New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site # MNL05445, Cell Site Name: Woodland Relo (MN)  
FA # 10152761  
208 S. Akard Street  
Dallas, Texas, 75202-4206

**8. OTHER TERMS AND CONDITIONS REMAIN.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

**9. CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

CITY OF DULUTH

By \_\_\_\_\_  
Mayor

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**LESSEE ACKNOWLEDGMENT**

STATE OF MINNESOTA)  
 ) ss:  
COUNTY OF HENNEPIN)

On the \_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_ and acknowledged under oath that he is the Director of Network Operations-MNP of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the corporation as Manager of the limited liability company.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY ACKNOWLEDGMENT**

STATE OF MINNESOTA)  
 ) ss:  
COUNTY OF ST LOUIS)

I CERTIFY that on \_\_\_\_\_, 2013, \_\_\_\_\_ came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ of the City of Duluth, the Municipal Corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit B-1**

**Attached are six (6) page drawings**

**SITE NUMBER: MNL05445**  
**FA NUMBER: 10152761**  
**SITE NAME: WOODLAND RELO**



**MW**  
**WATER TOWER**



4300 MARKET POINTE DR.  
 BLOOMINGTON, MN 55435



4285 Lindgren Avenue N.  
 Saint Paul, Minnesota 55120  
 Phone: 651-458-2800 Fax: 651-416-2001  
 Internet: Data/Facsim - Domain - Data/Labor - Page - 88 - Street File  
 Web: www.ulteig.com

UB PROJECT NO: R12.02180  
 DRAWN BY: KBA  
 CHECKED BY: WJ

**ENGINEERING**  
 2006 INTERNATIONAL BUILDING CODE  
 2008 NATIONAL ELECTRIC CODE  
 TIA/EIA-222-F OR LATEST EDITION

**GENERAL NOTES**  
 THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

**SITE INFORMATION**

SCOPE OF WORK: AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF ADDING (2) MICROWAVE DISH'S.

SITE ADDRESS: 801 MINNEAPOLIS AVE DULUTH, MN 55802

PROPERTY OWNER: CITY OF DULUTH  
 411 W 1st STREET  
 DULUTH, MN 55802

SITE NAME: WOODLAND RELO  
 SITE NUMBER: MNL05445  
 CONTACT PERSON: GAIL HAKES 952-842-4860

APPLICANT: AT&T MOBILITY  
 4300 MARKET POINTE DR., SUITE 350  
 BLOOMINGTON, MN 55435

LATITUDE: 46° 50' 45.700" NORTH (NAD 83)  
 46.84602800°

LONGITUDE: 92° 04' 41.7" WEST (NAD 83)  
 -92.07825000°

ELEVATION: 1392' AMSL (NAVD 88)

RAD CENTER: 140' AGL (NAVD 88)

JURISDICTION: ST. LOUIS COUNTY

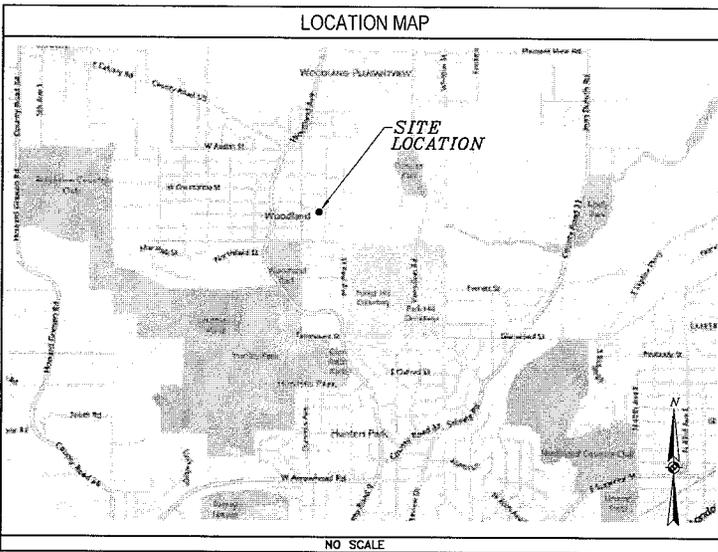
PROPERTY TAX I.D. No: N/A

CURRENT USE: TELECOMMUNICATIONS FACILITY

PROPOSED USE: TELECOMMUNICATIONS FACILITY

POWER COMPANY: MINNESOTA POWER 218-722-2625

TELEPHONE COMPANY: QWEST 800-244-1111



IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

**SITE QUALIFICATION PARTICIPANTS**

A/E	NAME	COMPANY	NUMBER
	ISSAC ODLAND	ULTEIG ENGINEERS	651-415-3800
	RF	AZAM KHAN	425-580-7460
	BV PM	JERRY SLOBODNIK	612-638-8126
		BLACK & VEATCH	

**DRIVING DIRECTIONS**

DIRECTIONS FROM 4300 MARKET POINTE DRIVE:  
 EAST TO JOHNSON AVE. TURN LEFT (NORTH) TO MINNESOTA DRIVE. TURN RIGHT (EAST) TO FRANCE AVE. TURN RIGHT (SOUTH) TO I-494. TURN 2ND RIGHT (EAST) 1.8 MILES TO I-35W. TURN 2ND RIGHT (NORTH) 33.4 MILES TO I-35. CONTINUE (NORTH) 131.6 MILES TO 21ST AVE. TURN LEFT (NORTH) 0.4 MILES TO WOODLAND AVE/CR-9. BEAR RIGHT (NORTHEAST) 2.1 MILES TO MINNEAPOLIS AVE. TURN RIGHT (NORTH) 0.6 MILES TO SITE ON LEFT.

**APPROVALS**

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

AT&T RF: \_\_\_\_\_ DATE: \_\_\_\_\_  
 AT&T OPERATIONS: \_\_\_\_\_ DATE: \_\_\_\_\_  
 AT&T SITE AQ: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OOI: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PROPERTY OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 MUNICIPAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**DRAWING INDEX**

SHEET NO:	SHEET TITLE	REV:
T-1	TITLE SHEET	0
C-1	SITE PLAN & EQUIPMENT LAYOUT	0
C-2	SITE ELEVATION	0
C-3	MICROWAVE LAYOUT	0
C-4	EQUIPMENT DETAILS	0
C-5	GENERAL DETAILS	0
GN-1	GENERAL NOTES	0
GN-2	PAINTING SPECIFICATIONS	0

**DO NOT SCALE DRAWINGS**

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL  
 TOLL FREE: 1-800-252-1166 OR  
 www.gopherstateonecall.com  
 MINNESOTA STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

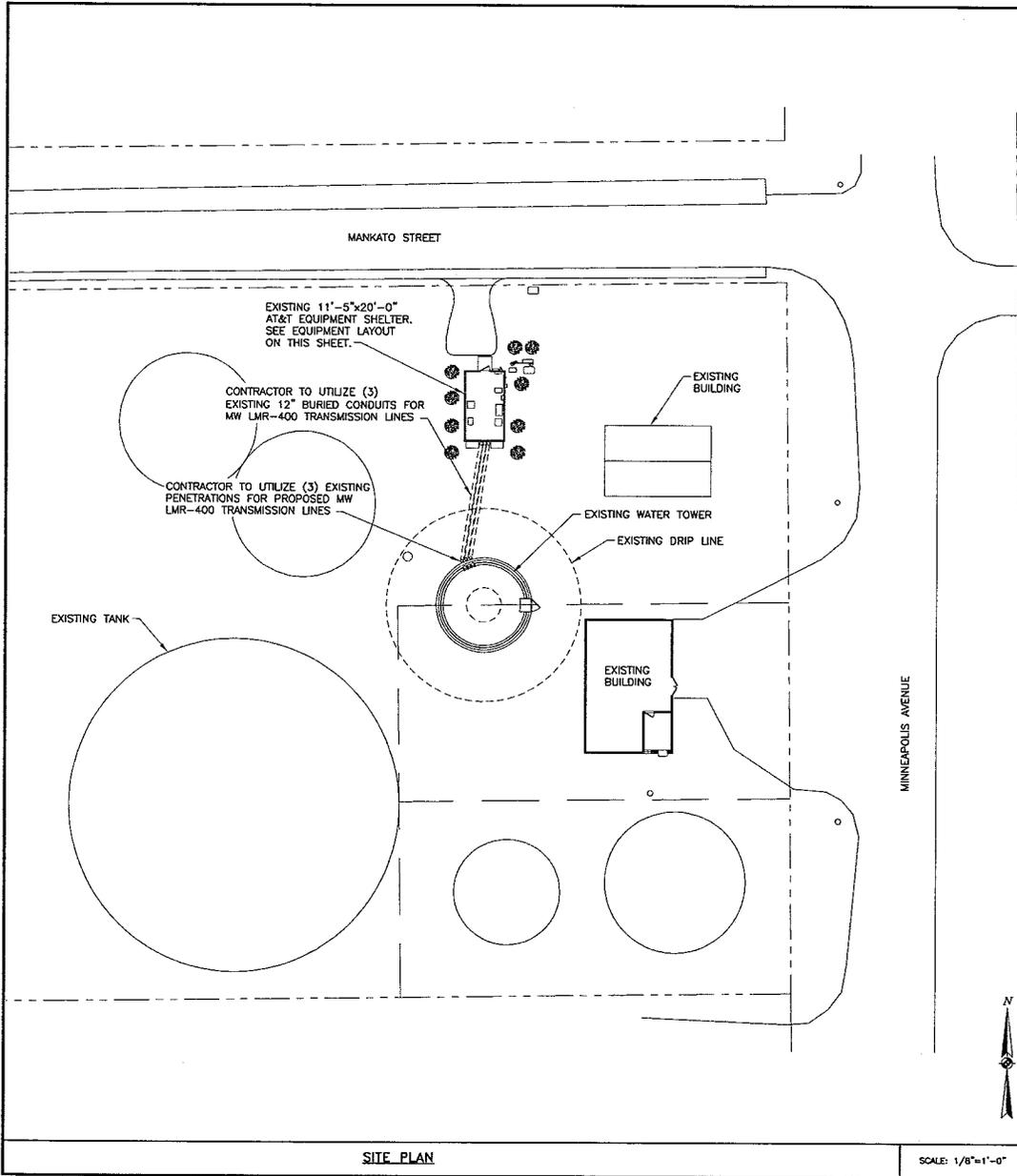
REV	DATE	DESCRIPTION
0	01/24/13	ISSUED FOR CONSTRUCTION
B	01/23/13	ISSUED FOR REVIEW
A	01/17/13	ISSUED FOR REVIEW

THE SIGNED DRAWING IS THE CORRECT RECORD DOCUMENT, NOT THE ORIGINAL SKETCH.  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE: 01-24-13 REG. NO. 47985  
 ISAC J. ODLAND

WOODLAND RELO  
 801 MINNEAPOLIS AVE  
 DULUTH, MN 55802

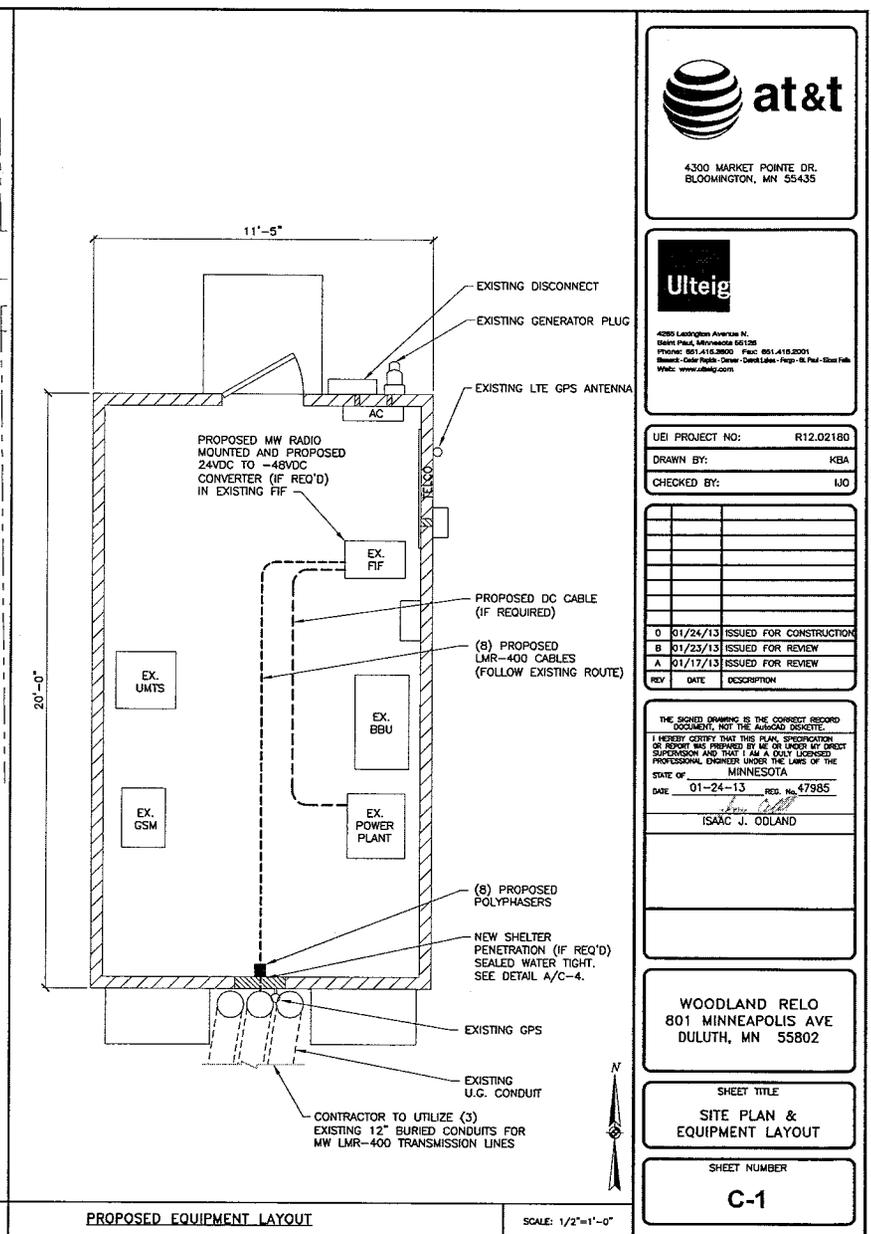
SHEET TITLE  
 TITLE SHEET

SHEET NUMBER  
 T-1



SITE PLAN

SCALE: 1/8"=1'-0"



PROPOSED EQUIPMENT LAYOUT

SCALE: 1/2"=1'-0"



4300 MARKET POINTE DR.  
BLOOMINGTON, MN 55435



4285 Lexington Avenue N.  
Saint Paul, Minnesota 55126  
Phone: 651-418-2000 Fax: 651-418-2001  
Email: Sales@ulteig.com; Design@ulteig.com; Project@ulteig.com  
Web: www.ulteig.com

UEI PROJECT NO: R12.02180  
DRAWN BY: KBA  
CHECKED BY: LJO

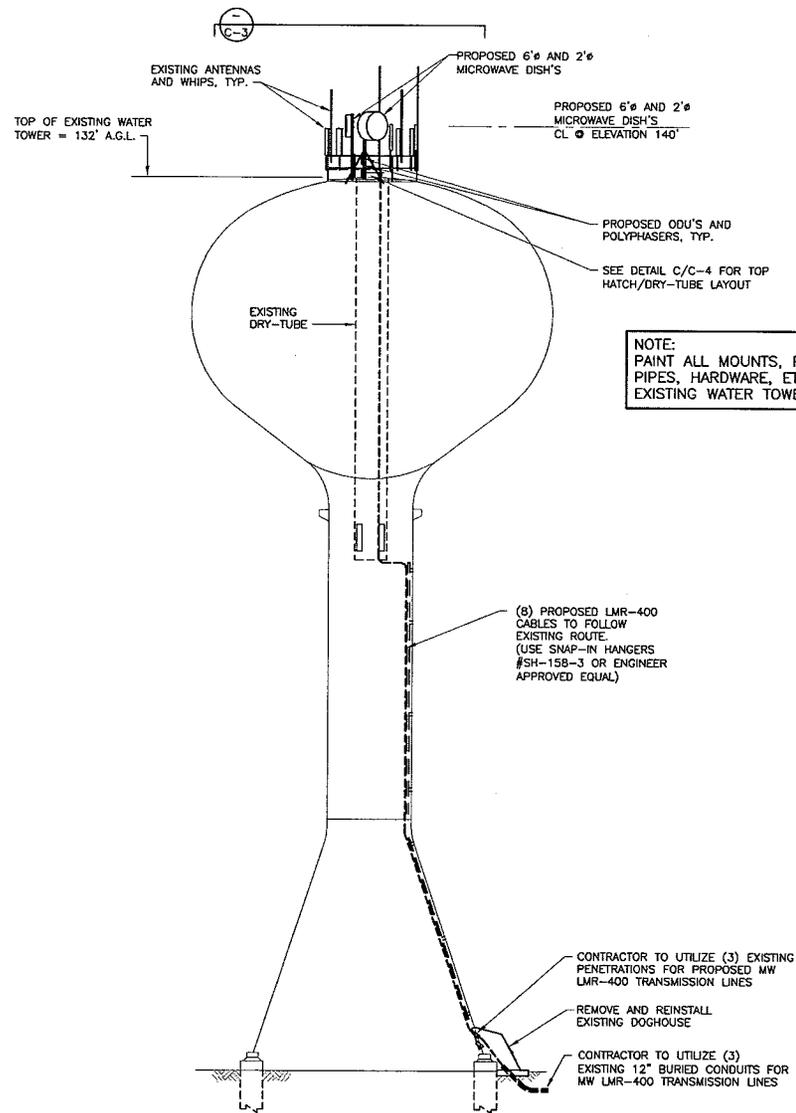
REV	DATE	DESCRIPTION
0	01/24/13	ISSUED FOR CONSTRUCTION
B	01/23/13	ISSUED FOR REVIEW
A	01/17/13	ISSUED FOR REVIEW

THE SIGNED DRAWING IS THE CORRECT RECORD DOCUMENT, NOT THE AUTOCAD DISKETTE.  
I HEREBY CERTIFY THAT THIS DRAWING SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA  
DATE 01-24-13 REG. NO. 47985  
ISAAC J. ODLAND

WOODLAND RELO  
801 MINNEAPOLIS AVE  
DULUTH, MN 55802

SHEET TITLE  
SITE PLAN &  
EQUIPMENT LAYOUT

SHEET NUMBER  
C-1



NOTE:  
 PAINT ALL MOUNTS, PENETRATIONS,  
 PIPES, HARDWARE, ETC. TO MATCH  
 EXISTING WATER TOWER COLOR.

ELEVATION

NOT TO SCALE



4300 MARKET POINTE DR.  
 BLOOMINGTON, MN 55435



4005 Larchmont Avenue N.  
 Saint Paul, Minnesota 55118  
 Phone: 651-416-8800 Fax: 651-416-2001  
 E-mail: Order Dept - Design - David.Lewis - Help@Ulteig.com  
 Web: www.ulteig.com

UEI PROJECT NO: R12.02180  
 DRAWN BY: KBA  
 CHECKED BY: LJO

REV	DATE	DESCRIPTION
0	01/24/13	ISSUED FOR CONSTRUCTION
B	01/23/13	ISSUED FOR REVIEW
A	01/17/13	ISSUED FOR REVIEW

THIS DRAWING IS THE CORRECT RECORD DOCUMENT, NOT THE AISCAD DETAIL.  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE 01-24-13 REG. NO. 47985  
 ISAAC J. ODLAND

WOODLAND RELO  
 801 MINNEAPOLIS AVE  
 DULUTH, MN 55802

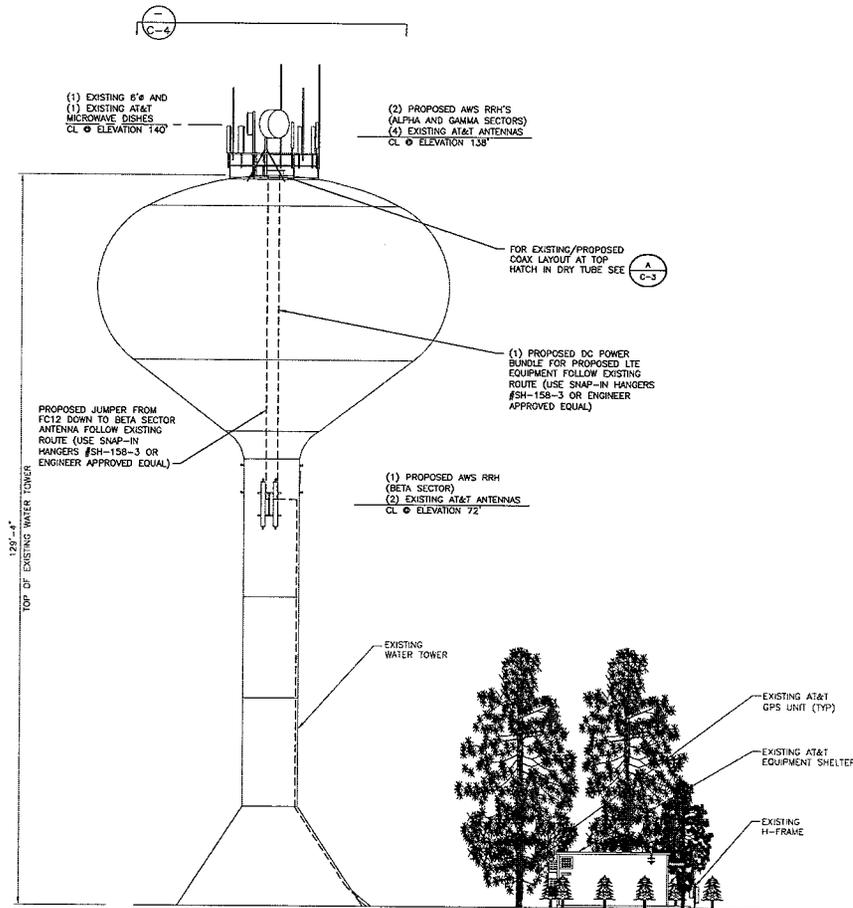
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 SITE ELEVATION

SHEET NUMBER  
 C-2



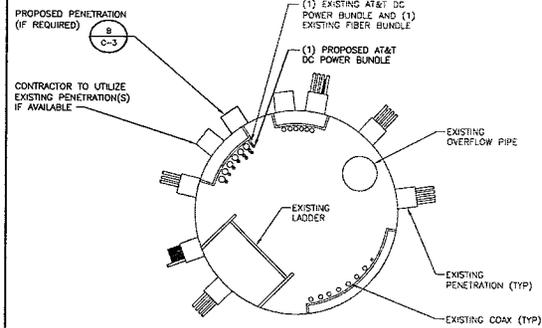
**NOTE**

1. FENCE NOT ENTIRELY SHOWN FOR CLARITY.



SITE ELEVATION

NO SCALE



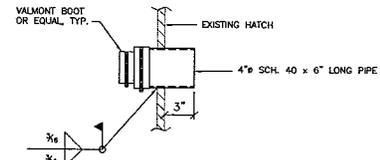
**NOTES**

1. WEATHERPROOFING OF ALL COAX CABLE SHALL BE PERFORMED PER MANUFACTURER'S RECOMMENDATIONS.
2. FIBER TO BE ROUTED WITH LONG SWEEPING BENDS. NO 90° BENDS ARE ALLOWED.

COAX ROUTING DETAIL

NO SCALE

A



HATCH PLATE PENETRATION DETAIL  
(IF REQUIRED)

NO SCALE

B



PROPOSED VALMONT TUBE  
ENTRY WITH 4" PORT PART  
#B242 OR EQUAL

ENTRY PORT (IF REQUIRED)

NO SCALE

C



4300 MARKET POINTE DR.  
BLOOMINGTON, MN 55435



4285 Lexington Avenue N.  
Saint Paul, Minnesota 55115  
Phone: 651.416.3800 Fax: 651.416.3001  
Faxes: 651.416.3800 Fax: 651.416.3001  
Website: www.ulteig.com

PROJECT NO: R12.02180

DRAWN BY: KBA

CHECKED BY: LJO

REV	DATE	DESCRIPTION
D	05/13/13	FOR CONSTRUCTION
B	04/23/13	ISSUED FOR REVIEW
A	04/16/13	ISSUED FOR REVIEW

THE SIGNED DRAWING IS THE CORRECT RECORDED DOCUMENT, AND THE ORIGINAL DOCUMENT.  
I HEREBY CERTIFY THAT THIS FINAL SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
DATE: 05-13-13 REG. NO. 57985  
ISAAC J. ODLAND

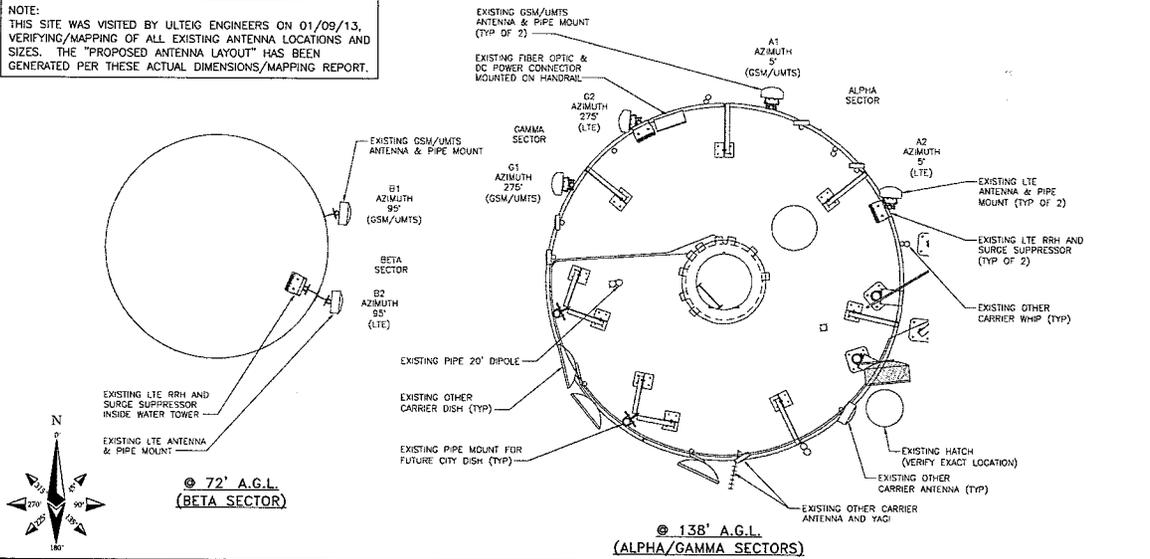
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

MNL05445  
WOODLAN RELO  
801 MINNEAPOLIS AVE  
DULUTH, MN 55802  
LTE 2ND CARRIER

SHEET TITLE  
SITE ELEVATION

SHEET NUMBER  
C-3

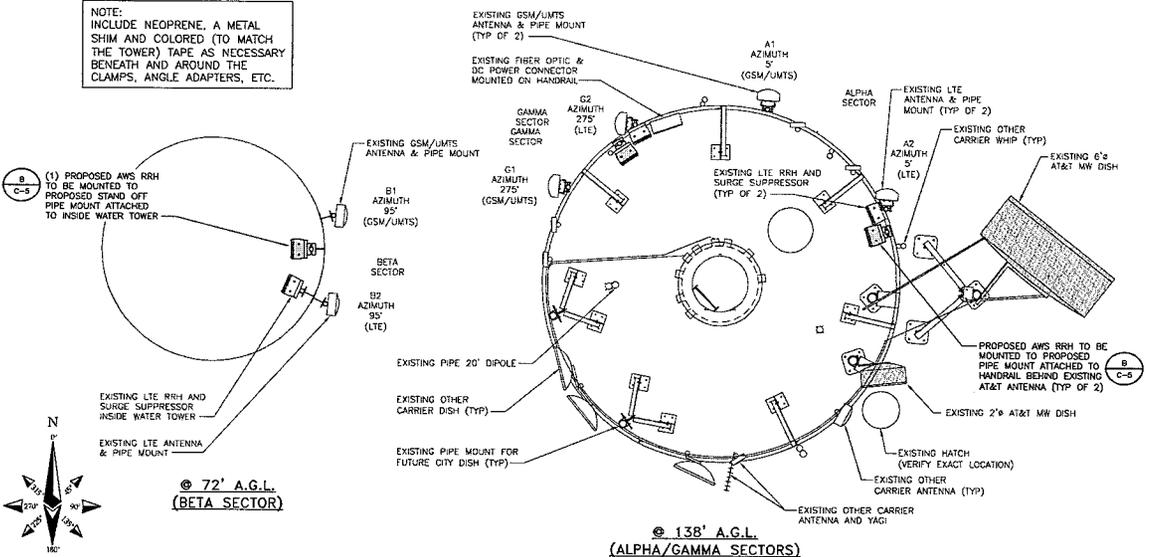
NOTE:  
THIS SITE WAS VISITED BY ULTEG ENGINEERS ON 01/09/13,  
VERIFYING/MAPPING OF ALL EXISTING ANTENNA LOCATIONS AND  
SIZES. THE "PROPOSED ANTENNA LAYOUT" HAS BEEN  
GENERATED PER THESE ACTUAL DIMENSIONS/MAPPING REPORT.



EXISTING ANTENNA LAYOUTS

NO SCALE

NOTE:  
INCLUDE NEOPRENE, A METAL SHIM AND COLORED (TO MATCH THE TOWER) TAPE AS NECESSARY BENEATH AND AROUND THE CLAMPS, ANGLE ADAPTERS, ETC.



PROPOSED ANTENNA LAYOUTS

NO SCALE

ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT RFDS)

SECTOR	EXISTING			PROPOSED	
	ANTENNA MODEL	AZIMUTH	R/O CENTER		FIBER JUMPERS
ALPHA SECTOR	A1	POWERWAVE P65-16-XLH-RR	5'	138'	
	A2	POWERWAVE P65-17-XLH-RR	5'	138'	FB-L98B-035-5000
	A3	-	-	-	
BETA SECTOR	B1	POWERWAVE P65-16-XLH-RR	95'	72'	
	B2	POWERWAVE P65-17-XLH-RR	95'	72'	FB-L98B-035-50000
	B3	-	-	-	
GAMMA SECTOR	G1	POWERWAVE P65-16-XLH-RR	275'	138'	
	G2	POWERWAVE P65-17-XLH-RR	275'	138'	FB-L98B-035-10000
	G3	-	-	-	

REMOTE RADIO HEAD SCHEDULE

RRH TYPE	RRH LOCATION (MAX. DISTANCE FROM SURGE SUPPRESSOR)	MINIMUM CLEARANCES			DC JUMPER CABLE	
		ABOVE	BELOW	SIDES	QTY	AWG
ALCATEL - LUCENT (AWS)	16.4'	16"	8"	0"	1	8

RRH TO ANTENNA COAX COLOR CODE CHART

SECTOR	TX/RX	COLOR CODE
ALPHA (A)	TXM/RXM	RED/GRAY
	TXD/RXD	RED/GRAY/GRAY
BETA (B)	TXM/RXM	ORANGE/GRAY
	TXD/RXD	ORANGE/GRAY/GRAY
GAMMA (G)	TXM/RXM	YELLOW/GRAY
	TXD/RXD	YELLOW/GRAY/GRAY

FIBER/TOWER COLOR CODE CHART

EQUIPMENT	COLOR CODE
FIBER TRUNK	WHITE/GRAY/WHITE
DC TRUNK 1	WHITE/GRAY/WHITE/GRAY
DC TRUNK 2	WHITE/GRAY/WHITE/GRAY/WHITE/GRAY

EQUIPMENT SCHEDULES



4300 MARKET POINTE DR.  
BLOOMINGTON, MN 55435

Ulteig

4285 Lexington Avenue N.  
Suite 100, Minneapolis, MN 55412  
Phone: 612-416-2800 Fax: 612-416-2901  
Harris - Color Repro - Color - Graph Letter - Paper - Ink - Blue Ink  
Web: www.ulteig.com

PROJECT NO: R12.02180  
DRAWN BY: KBA  
CHECKED BY: LJO

THE SIGNED DRAWING IS THE CORRECT RECORD DOCUMENT, NOT THE PAPER DISKETTE.  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
DATE: 05-13-13 REG. NO. 47985  
ISAAC J. ODLAND

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

MN05445  
WOODLAN RELO  
801 MINNEAPOLIS AVE  
DULUTH, MN 55802  
LTE 2ND CARRIER

SHEET TITLE  
ANTENNA LAYOUTS  
AND SCHEDULES

SHEET NUMBER

C-4

## EXHIBIT E

### UPGRADE PROTOCOL

Initial written submission of LICENSEE's proposed equipment upgrades must be addressed directly to (City of Duluth Communications Committee 411 W 1<sup>st</sup> St Room 210A Duluth MN 55802

- A. All equipment upgrade submissions must comply with the City of Duluth's Zoning Code (UDC).
- B. The initial submission ("Initial Submission") must include:
  - (1) Copy of existing As-Built on file with LICENSEE, encompassing the telecommunications equipment that will be upgraded or changed in some manner;
  - (2) Drawings showing proposed equipment upgrades or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work" SOW); and,
  - (3) Estimated construction schedule, detailing length of time for LICENSEE to perform construction work.
- C. Upon review of the Initial Submission by the City's Communications Committee, the LICENSOR may make reasonable written requests for additional documentation and/or modifications.
- D. Upon receipt of aforementioned written request, LICENSEE shall supply any additional documentation and/or make modifications to the Initial Submission as reasonably requested by the LICENSOR.

A "Final Submittal" shall be made by LICENSEE to the LICENSOR in the same manner described for the Initial Submission in subsection B. (1). The Final Submittal shall include:

- I. Final plans and specifications for the proposed equipment changes, and a revised SOW, if different from what was provided in the Initial Submission;
- II. A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if LICENSEE 's proposed upgrades or changes include the addition of new antennas on the Tank to show compliance with any existing equipment and FCC regulations regarding RF emissions;
- III. Final construction schedule, detailing the length of time for LICENSEE to perform the proposed work ("Construction Schedule");
- IV. A deposit, in an amount not to exceed \$5,000.00, to cover all reasonable costs related to the proposed work, including, but not limited to, City expenses incurred for the review of the drawings and Scope of Work by LICENSOR's Engineer(s) and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve the work on the antenna facility be it a water tower or monopole, the ground space or both;

V. If, after review, LICENSOR determines that the proposed upgrade will impact the structural integrity of the tank or monopole, an appropriate engineering study will be undertaken. LICENSOR must provide LICENSEE with a written explanation from LICENSOR explaining the reasons for the structural integrity study. The reasonable costs of the structural integrity study shall be paid by the LICENSEE. The study shall be performed by an engineer selected by LICENSOR.

Should the proposed upgrades require additional ground space or tank area or additional antenna, a reasonable fee increase must be negotiated which is acceptable to LICENSOR and LICENSEE and shall be paid in addition to rental rates under the agreement between the parties.

- E. Following the Final Submittal, the LICENSOR and LICENSEE will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
- F. LICENSOR's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, delayed or denied.
- G. When the Final Submission is approved by the LICENSOR, a written Notice to proceed will be issued delineating the approved Scope of Work and Construction Schedule. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the LICENSOR who LICENSEE should contact to coordinate the approved work and access to the site for same.
- H. LICENSEE shall confirm the date and time that LICENSEE and its agents and representatives will perform the upgrade work and the names of the LICENSEE agents and/or representatives who will be entering the property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the LICENSEE shall provide a minimum of 48 hours prior notice, by contacting the LICENSOR agent/representative referenced in subsection (8), at the phone number and email address provided. The LICENSOR agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay LICENSEE's ability to access the property to perform the upgrade work.  
  
Once LICENSEE has notified the LICENSOR as indicated above, the LICENSOR will provide access to LICENSEE in furtherance of the Notice to Proceed, within 48 hours.
- I. The LICENSOR, its Engineer and/or tank inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Reasonable costs of inspection shall be paid by the LICENSEE.
- J. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or City of Duluth recognized holidays. Notwithstanding the foregoing, the LICENSOR will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided LICENSEE agrees to the full reimbursement for any actual expenses associated with the time spent by LICENSOR's employees monitoring such work.
- K. Should the LICENSEE's presence at the site exceed three and one-half days (8 hours per day) per calendar year, they shall fully reimburse the City of Duluth as set forth in this License Agreement.
- L. Absent unforeseen and/or extenuating circumstances, LICENSEE shall have sixty (60)

calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by LICENSEE.

- M. Upon the substantial completion of the work, LICENSEE shall submit to LICENSOR written notice indicating the substantial completion of the upgrades or changes to allow the LICENSOR to schedule an engineering inspection. Within thirty (30) days of the LICENSOR's receipt of LICENSEE's written notice of substantial completion, the LICENSOR shall submit to LICENSEE a written acceptance of the work by the City's Communications Committee or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the LICENSEE's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. LICENSEE shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, LICENSOR shall, upon ten (10) days notice to LICENSEE, have the option of completing such items at LICENSEE's expense, provided that LICENSOR itemizes to LICENSEE all reasonable expenditures incurred and LICENSEE has not completed same following the ten (10) days notice.
- N. Once all work has been approved by LICENSOR or its Engineer, LICENSEE shall submit at its cost and expense, (a) New As-Built drawings by an engineer or architect licensed in Minnesota, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in Minnesota to reflect minor upgrade modifications. (b) Color photographs of the completed work.
- O. The LICENSOR shall submit a detailed bill to LICENSEE detailing the time and work reasonably performed, within sixty (60) days after LICENSEE's completion of the work, which bill is not expected to exceed the Deposit. Should the bill be more than the Deposit, LICENSEE shall pay same within thirty (30) days after receipt of an invoice and supporting documentation explaining the additional time and work required. Should the bill be less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- P. This Agreement is only applicable to work where LICENSEE seeks to upgrade or modify its existing equipment installation. It does not apply to maintenance and/or repair work of any existing equipment, and/or replacement of broken or non-functioning equipment within LICENSEE's premises.
- Q. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the parties may mutually waive some or all of the formalities of the above referenced Upgrade Protocol."