



# City of Grand Island

Tuesday, December 4, 2012

Council Session

## Item G4

**#2012-350 - Approving License Agreement with Hall County  
Housing Authority for Radio Repeater**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director

**Meeting:** December 4, 2012

**Subject:** License Agreement with Hall County Housing Authority

**Item #'s:** G-4

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

The City of Grand Island Utilities Department utilizes a two-way radio system for communications with personnel out in the field during normal and emergency operations. This system is essential for providing vital information to field personnel while at the same time being heard by the entire department. On January 1<sup>st</sup>, 2013, a new FCC narrow banding mandate takes effect, which requires all public safety radio systems to use a narrower frequency band. In order to meet this deadline and ensure that the changes work correctly, modifications were made to the radio system earlier this spring. The main repeater that receives and transmits all communications is located at Phelps Control Center on the east side of the City. This location experienced few problems prior to the narrow banding mandate; however, since the narrow band modifications were made, a noticeable drop in clarity and range has been realized. Alternative repeater locations were explored in an effort to reduce or eliminate these problems.

## **Discussion**

Due to its central location, Centennial Towers, owned by the Hall County Housing Authority at 910 North Boggs Avenue, was one site that was investigated. Working with Platte Valley Communications, a test repeater was installed on the roof and used for several days with a noticeable improvement in radio communications quality and providing a much broader coverage area. Centennial Towers already has several different radio towers installed on the roof. Hall County Housing Authority does not charge to maintain equipment on the roof of Centennial Towers; however, they do require a license agreement. Due to the successful test run, it is recommended that the license agreement be signed to allow the Department to install the necessary radio equipment.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand.  
The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the License Agreement with Hall County Housing Authority to allow the installation of Utilities Department radio equipment at Centennial Towers.

## **Sample Motion**

Move to approve the License Agreement with Hall County Housing Authority to allow the installation of Utilities Department radio equipment at Centennial Towers.

**LICENSE AGREEMENT BETWEEN  
THE HALL COUNTY HOUSING AUTHORITY  
AND  
THE CITY OF GRAND  
ISLAND UTILITIES**

This Agreement is made between the Hall County Housing Authority, Grand Island, Nebraska as "Licensor" and the City of Grand Island, State of Nebraska, as "Licensee."

Whereas, Licensee wishes to install and maintain a Radio Tower and associated equipment on real estate owned by Licensor at Centennial Towers, 910 N. Boggs, Grand Island, Nebraska and

Whereas, Licensor and Licensee wish to have a formal agreement for the installation and maintenance of said Radio Tower, and

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Licensor hereby grants to Licensee a non-exclusive right to enter upon the real estate described above for such purposes and under the conditions listed herein. This License shall continue for one year from the date of signature hereof but shall automatically extend each year for an additional one year unless terminated according to the terms hereof.

2. The Licensee is authorized at it's own risk and expense, to place a "Radio Tower" and associated equipment, a description of which is attached hereto, for non-commercial, public safety purposes only upon the roof of Centennial Towers. Licensee shall be solely responsible for the operation of the tower.

3. Licensee assumes the sole and entire responsibility for any loss of life, injuries or property damage that may be sustained on the real estate arising from the negligent operation of the Tower, and Licensee agrees to indemnify and hold the Licensor harmless in regard to all such loss of life, injuries or property damage. Licensee shall maintain at all times during the term of this License public liability insurance with one or more insurance companies licensed to do business in Nebraska rated by A.M. Best at not less than "B+" against claims for personal injury, death, or property damage, including damage arising from lightning, occurring in, on, or upon the real estate, such insurance to be in a minimum amount of \$1,500,000 for personal injury or death and \$1,500,000 for property damage. Licensee may utilize a Nebraska intergovernmental risk management pool in lieu of a Nebraska licensed insurer to provide the public liability insurance specified in this section provided the insurer or

insurers the pool uses meets the "B+" minimum A.M. Best rating previously referred to in this Section. Licensors shall be named as an additional insured.

4. Licensee shall pay all utility charges, installation and maintenance charges, and all installation and maintenance shall be in accordance with all applicable building codes and any other codes applicable to radio tower installation. In the event that the tower and equipment must be moved for construction and maintenance on the building or premises, Licensee shall be responsible for the timely removal or relocation of the tower and equipment at Licensee's expense.

5. Licensee shall have the right to access said Radio Tower at any time, provided that the Licensors shall be notified a reasonable time prior to any such access. Licensee shall not have a key to the premises. Licensee understands that access to the roof of the real estate is not open to the public and that Licensee shall be responsible to maintain security regarding access.

6. Nothing contained herein shall be construed in any manner to establish a relationship of co-partners between the parties or constituting the Licensee the agent, representative, or employee of the Licensors for any purpose whatsoever. Licensee shall have the sole right to manage, control, operate and direct the performance and details of its operations.

7. Licensee shall fully comply with the Laws of the United States of America, the Federal Communications Commission and the State of Nebraska.

8. This License may be terminated by either party without cause upon giving 90 days written notice to the non-terminating party. This License may be terminated immediately by the Licensors upon breach by the Licensee of any covenant or condition of this Agreement.

9. Upon termination of this Agreement, Licensee shall remove all equipment placed on the premises and restore the premises to its original condition.

10. This Agreement may not be altered, changed or amended except by instrument of writing executed by the parties to this Agreement. This License is non-assignable.

11. All notices required to be given to either party shall be addressed to the parties as follows:

Hall County Housing Authority  
911 Baumann Drive,  
Grand Island, NE 68803

City of Grand Island  
Attn: Travis Burdett  
700 E Bischeld St.  
Grand Island, NE 68801  
Telephone: (308) 385-5466

Dated\_\_\_\_\_, 2012

Hall County Housing Authority

By\_\_\_\_\_

Dated\_\_\_\_\_, 2012

City of Grand Island

By\_\_\_\_\_

## Exhibit (1)

### Equipment List for New Repeater Installation at Centennial Towers

Quantity	Part Number	Description
1	MTR3000	Motorola MTR300 Repeater in Housing Includes: MTR-3000 Repeater Duplexer Battery Charger Battery Control Relay (300XBXC4)
1		DIN Rail for Relay
1	DB420	UHF Antenna 20' with Mounting Hardware
	MiniPort	
1	20Q	Furman 20A Power Relay Outlet 8 to 15 VDC
1		Quad Outlet Box for Furman (Hang on wall)
2		Deep Cycle Interstate 12V Backup Batteries

#### Additional Components

Quantity	Part Number	Description
1	EZPLC	Programmable Logic Controller 24VDC
	MiniPort	Operation with modules
1	20Q	Furman 20A Power Relay Outlet 8 to 15 VDC
1		120VAC Power Strip
1	AL600ULPD4	Altronix 24V Power Supply
		Includes: 2 7AH Backup Batteries
1		Misc Control Cables between Equipment Components
1	BH-20	Motorola Canopy Wireless Ethernet Radio

RESOLUTION 2012-350

WHEREAS, the City of Grand Island Utilities Department utilizes a two-way radio system to communicate with personnel during normal and emergency operations; and

WHEREAS, Centennial Towers at 910 North Boggs Avenue would provide for an alternative location for the radio system repeater.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the License Agreement with the Hall County Housing Authority to install a repeater for radio communications at that location is approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 30, 2012	▣ City Attorney