



Legislation Details (With Text)

File #: 78660 **Version:** 1 **Name:** 3973 - Fourth Amendment to License

Type: Resolution **Status:** Passed

File created: 6/29/2023 **In control:** Economic Development Division

On agenda: 7/25/2023 **Final action:** 7/25/2023

Enactment date: 7/28/2023 **Enactment #:** RES-23-00510

Title: Authorizing the execution of a Fourth Amendment to License pertaining to a license with Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless (f/k/a PrimeCo Personal Communications, LP), at the Larkin Communications Tower located at 126 Glenway Street. (District 5)

Sponsors: Regina M. Vidaver

Indexes:

Code sections:

Attachments: 1. 3973 Exhibit A.pdf

Date	Ver.	Action By	Action	Result
7/25/2023	1	COMMON COUNCIL	Adopt Unanimously	Pass
7/17/2023	1	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
7/11/2023	1	COMMON COUNCIL	Refer	Pass
6/29/2023	1	Economic Development Division	Referred for Introduction	

Fiscal Note

The proposed resolution authorizes a Fourth Amendment to the Verizon Wireless Personal Communications LP license for use at the Larkin Communications Tower (126 Glenway Street). The amendment extends the agreement and provides two additional renewal options of 5 years each beyond the current expiration date of May 31, 2027. The license fee will be subject to an annual 4% increase in each extension year. No City Funds required.

Title

Authorizing the execution of a Fourth Amendment to License pertaining to a license with Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless (f/k/a PrimeCo Personal Communications, LP), at the Larkin Communications Tower located at 126 Glenway Street. (District 5)

Body

WHEREAS, the City is the owner of the communications tower located at 126 Glenway Street, Madison, Wisconsin ("Tower"), and depicted on attached Exhibit A ("Property"); and

WHEREAS, the City and Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless (f/k/a PrimeCo Personal Communications, LP) (hereinafter "Licensee") are parties to a license dated June 18, 1997, as amended ("License"), pertaining to the placement by Licensee of telecommunications equipment ("Equipment") on the Tower located at the Property as well as the placement of an equipment shelter ("Shelter") and generator on land located near the base of the Tower ("Land"). The Land and space on the Tower are hereinafter collectively referred to as the "Premises"; and

WHEREAS, the initial term of the License was for the ten (10)-year period commencing on June 1, 1997 and ending on May 31, 2007, and Verizon has exercised its four (4) renewal options such that the current expiration date of the License is May 31, 2027 unless Licensee exercises additional renewal options; and

WHEREAS, staff from the City’s Office of Real Estate Services and Licensee have negotiated terms and conditions for an amendment to the License to provide for two (2) additional renewal options of five (5) years each and update various conditions of the License.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to enter into a Fourth Amendment to License with the License providing for the option of additional renewal terms, on the following terms and conditions:

1. Paragraph 3 of the License is amended to provide that the License may be renewed for two (2) additional five (5) year terms (individually, “Seventh Renewal Term,” “Eighth Renewal Term,”; collectively, “Additional Renewal Terms”) upon agreement of the parties, with requisite notices provided by the parties as set forth in said Paragraph 3.
2. Paragraph 5 of the License is amended to allow for the placement, construction, operation, maintenance, repair, replacement and removal of fifteen (15) telecommunications antennas (“Antenna” or “Antennas”) on the Tower.
3. In accordance with the provisions of Paragraph 7 of the License, the License Fee payable during the Additional renewal terms shall increase annually by four percent (4%) effective as of each anniversary of the Effective Date of the License. The annual License Fee payable for the additional renewal terms shall be as follows:

	PERIOD	ANNUAL RATE
7th Renewal Term	6/1/2037 - 5/31/2038	\$74,699.06
	6/1/2038 - 5/31/2039	\$77,687.02
	6/1/2039 - 5/31/2040	\$80,794.50
	6/1/2040 - 5/31/2041	\$84,026.28
	6/1/2041 - 5/31/2042	\$87,387.33
8th Renewal Term	6/1/2042 - 5/31/2043	\$90,882.82
	6/1/2043 - 5/31/2044	\$94,518.14
	6/1/2044 - 5/31/2045	\$98,298.86
	6/1/2045 - 5/31/2046	\$102,230.82
	6/1/2046 - 5/31/2047	\$106,320.05

4. The administrative fee of Two Thousand and no/100 Dollars (\$2,000.00) required under the Special Conditions provision of the License shall be due within forty-five (45) days of the execution of this Fourth Amendment.

5. The following is inserted as Paragraph 10.k. of the License:

The Licensee shall, at its own expense, keep and maintain the Premises in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, landscape and upkeep. No exterior storage of materials, equipment or vehicles is permitted on the Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

6. The following is inserted as Subparagraph 10.l. of the License:

In the event the City requires the expertise of a third party engineer/consultant to review the Licensee's Equipment reinstallation on the Tower or any future modifications to the Licensee's Equipment and/or Shelter, the Licensee shall be required to reimburse the City for costs incurred by City as a result of hiring said engineer/consultant. Such third party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within thirty (30) days after City sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees.

7. The individual or individuals that execute this Fourth Amendment represent and warrant that he/she/they have full authority to do so.
8. All other provisions of the License remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED, the Mayor and Clerk are authorized to execute any other documents as may be necessary to carry out the purposes of this resolution in a form approved by the City Attorney.