Legislation Details (With Text)

File #:	35848	**Version:**	1	**Name:**	7013 License-AT&T-2829 Prairie Road\2014 Equipment Changes
Type:	Resolution			**Status:**	Passed
File created:	10/15/2014			**In control:**	BOARD OF ESTIMATES (ended 4/2017)
On agenda:	11/18/2014			**Final action:**	11/18/2014
Enactment date:	11/24/2014			**Enactment #:**	RES-14-00792

Title: Authorizing the execution of a Third Amendment to License pertaining to a license with New Cingular Wireless PCS, LLC at the Prairie Road Water Tower, located at 2829 Prairie Road.

Sponsors: Steve King

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/18/2014	1	COMMON COUNCIL	Adopt	Pass
11/3/2014	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
10/28/2014	1	WATER UTILITY BOARD	Return to Lead with the Recommendation for Approval	Pass
10/21/2014	1	BOARD OF ESTIMATES (ended 4/2017)	Refer	
10/21/2014	1	COMMON COUNCIL	Referred	
10/15/2014	1	Economic Development Division	Referred for Introduction	

Fiscal Note

With the installation in 2014 of three additional antennas on the water tower, the license fee will increase by approximately $4,000 in 2015, from $25,616 to $29,619. This amount represents the $2,500 annual fee for the three additional antennas, indexed at a rate of 4% annually from 2003, the effective date of the original license. The license fee will continue to be subject to a 4% annual escalation. The revenues from this license are deposited to Account EW01-78220.

Title

Authorizing the execution of a Third Amendment to License pertaining to a license with New Cingular Wireless PCS, LLC at the Prairie Road Water Tower, located at 2829 Prairie Road.

Body

WHEREAS, the City is the owner of the Prairie Road water tower located at 2829 Prairie Road (the “Tower”); and

WHEREAS, the City and New Cingular Wireless PCS, LLC (“Cingular”) are parties to a license dated January 25, 2002; as amended (the "License"), pertaining to the placement by Cingular of telecommunications equipment on the Tower and equipment cabinets on the land near the base of the Tower; and

WHEREAS, Cingular currently has nine (9) antennas on the Tower, the maximum number allowable under the terms of the License; and

WHEREAS, Cingular desires to place three (3) additional antennas on the Tower, bringing the total number of

its antennas to twelve (12); and

WHEREAS, staff from the City's Water Utility and Office of Real Estate Services and Cingular have negotiated terms and conditions for an amendment to the License allowing for Cingular's installation of the additional antennas.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to enter into a Third Amendment to License with New Cingular Wireless PCS, LLC. ("Cingular") allowing for the installation of three (3) additional antennas on the Tower, on the following terms and conditions:

1. The License shall be amended to provide that Cingular may place three (3) additional antennas, together with ancillary equipment (collectively, the "2014 Additional Antennas"), on the Tower, such that the total number of antennas on the Tower shall be twelve (12).

2. The plans and specifications for the 2014 Additional Antennas shall be subject to the review and approval of the Madison Water Utility.

3. Upon completion of the Licensee's installation of the 2014 Additional Antennas on the Tower, the annual License Fee payable thereafter shall increase by an amount equal to Two Thousand Five Hundred Dollars ($2,500) (indexed at the rate of four percent (4%) annually, calculated retroactively for each full year since the Effective Date of the License). Such additional License Fee shall become payable effective upon the installation of the 2014 Additional Antennas and shall be prorated for any partial year.

4. The Licensee shall pay for the cost of an independent inspection (with inspections made during and post -construction) of all modifications to the tank, including but not limited to the installation of the anchor bolts, welding and painting. The City will be contracting with Dixon Engineering for this inspection work. The Licensee agrees to reimburse the City for the full cost of the inspection work within thirty (30) days of its receipt of a bill from the City.

5. Within thirty (30) days following completion of the work, the Licensee shall provide to the City an updated as-built survey, prepared in accordance with the terms of the License.

6. All other provisions of the License shall remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute any and all documents to complete this transaction.

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