



## Legislation Text

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**File #:** 36019, **Version:** 1

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### **Fiscal Note**

Due to the installation of a generator, the annual license fee will increase by \$2,400 (i.e., from approximately \$26,641 to \$29,041 for the license year 12/5/2014 - 12/4/2015). 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 First Amendment to License pertaining to a license with New Cingular Wireless PCS, LLC for premises at the High Crossing Water Tower located at 3518 Cross Hill Drive.

### **Body**

WHEREAS, the City and New Cingular Wireless PCS, LLC ("Cingular") are parties to a license, dated December 5, 2001 (the "License"), pertaining to the placement by Cingular of telecommunications equipment on the City-owned High Crossing Water Tower (the "Tower"), located at 3518 Cross Hill Drive in the City of Madison (the "Property"), as well as the placement of an equipment shelter (the "Shelter") on land located near the base of the Tower; and

WHEREAS, Cingular has requested that the City allow it to install a back-up gas generator within a fenced enclosure in the vicinity of the Shelter; 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, operation and maintenance of a back-up gas generator at the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to enter into a First Amendment to License with Cingular allowing for the installation, operation and maintenance of a back-up gas generator at the Tower, on the following terms and conditions:

1. Cingular shall be permitted to install an approximately 3.5 ft. (width) x 9.5 ft. (length) x 5.7 ft. (height) back-up gas generator ("Generator") within an approximately 11.5 ft. x 16.5 ft. fenced enclosure (the "Enclosure") to be constructed by Cingular on the Property, together with wiring and conduit as necessary to connect the Generator to Cingular's equipment on the Tower and in the Shelter, and to provide necessary utility services thereto.
2. The Enclosure and Generator shall be located and constructed in accordance with plans and specifications approved by the City Water Utility. Cingular shall coordinate such work with the City of Madison Water Utility. The preliminary site plan is attached as Exhibit A and the Enclosure details are attached as Exhibit B.
3. The License shall be amended to provide that the term "Premises," as defined in the License, shall include the area occupied by the Enclosure and the Generator.
4. The License shall be amended to provide that all terms, conditions, rights and responsibilities relating to the Shelter shall also apply to the Enclosure and the Generator.
5. The annual License fee payable by Cingular shall increase by the amount of \$2,400 effective on December 5, 2014 and shall continue to be subject to 4% annual increases, as provided in 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.