

RESOLUTION NO. 12-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FIFTH AMENDMENT TO THE COMMUNICATIONS FACILITIES LICENSE WITH DALLAS MTA, L.P. D/B/A VERIZON WIRELESS; AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Mesquite (the "City") and Dallas MTA., L.P. d/b/a Verizon Wireless ("Licensee") entered into a Communications Facilities License on October 13, 1997 (the "Original License Agreement"); and

WHEREAS, the Original License Agreement has been amended previously on June 5, 2012; March 19, 2015; July 30, 2015; and July 18, 2017.

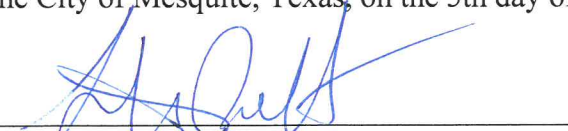
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the terms and conditions of the amendment to the Agreement, attached hereto as Exhibit "A," are found to be acceptable and in the best interest of the City and its citizens, and are hereby approved.

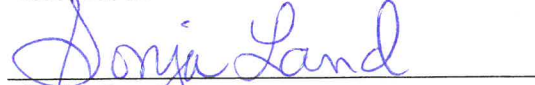
SECTION 2. That the City Manager is hereby authorized to finalize and execute the amendment to the Agreement and all other documents necessary to consummate the transactions contemplated by the Agreement.

SECTION 3. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve minor amendments to the Agreement provided such amendments do not change either party's use of the property or change the rent charged; (iii) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by the Agreement.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 5th day of March, 2018.

  
\_\_\_\_\_  
Stan Pickett  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:

  
\_\_\_\_\_  
B. J. Smith  
City Attorney

Licensee Site Name: Samuel Park  
Licensee Contract No.: 25519

**FIFTH AMENDMENT TO  
COMMUNICATIONS FACILITIES LICENSE**

This FIFTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE ("**Fifth Amendment**"), dated as of the Effective Date (as hereinafter defined), is by and between the City of Mesquite, a Texas home rule municipality, having a mailing address of 1515 N. Galloway Avenue, Mesquite, TX 75149 ("**City**") and Dallas MTA, L.P. d/b/a Verizon Wireless, having a principal office located at One Verizon Wireless Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Licensee**").

WHEREAS, City and Licensee entered into a Communications Facilities License dated October 13, 1997, whereby City licensed to Licensee use of certain premises therein described that are a portion of the premises owned by the City located at 1101 E. Main Street, Mesquite, Texas 75149 (the "**Original License Agreement**"); and

WHEREAS, the Original License Agreement has been amended by: (i) the First Amendment to Communications Facilities License dated as of June 5, 2012 ("**First Amendment**"); (ii) the Second Amendment to Communications Facilities License dated as of March 19, 2015 ("**Second Amendment**"); (iii) the Third Amendment to Communications Facilities License dated as of July 30, 2015 ("**Third Amendment**"); and (iv) the Fourth Amendment to Communications Facilities License dated as of July 18, 2017 ("**Fourth Amendment**"); and

WHEREAS, the Original License Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to in this Fifth Amendment as the "**Agreement**;" and

WHEREAS, all capitalized terms used in this Fifth Amendment but not defined herein shall have the same meanings as defined in the Agreement; and

WHEREAS, the City and Licensee desire to further amend the Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. **Amendment of SITE PLAN.** The Site Plan attached as Attachment A-2 to the Third Amendment is hereby deleted and replaced with Attachment A-2(A), attached hereto and

incorporated herein by reference. As of the Effective Date, all references in the Agreement to Attachment A-2 are references to Attachment A-2(A).

2. **Amendment of Equipment Compound and Antenna Facilities.** The list of Equipment and Compound Facilities attached as Attachment B-3 to the Fourth Amendment is hereby deleted and replaced with Attachment B-4, attached hereto and incorporated herein by reference. As of the Effective Date, all references in the Agreement to Attachment B-3 are references to Attachment B-4.

3. **Equipment.** From and after the Effective Date, the City agrees that Licensee may install the equipment described in Attachment B-4 on the Premises.

4. **Permitted Antenna Facilities and Equipment.** From and after the Effective Date, the Antenna Facilities and equipment permitted under the terms of the Agreement are limited to the Antenna Facilities and equipment described in Attachment B-4.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. This Fifth Amendment amends the Agreement in no other manner except as expressly set forth herein. The Parties acknowledge and agree that Exhibit A-3 of the Agreement has not been revised in any way by this Amendment. Except as expressly set forth in this Fifth Amendment, the Agreement is unmodified and remains in full force and effect. Each reference to the "Agreement" in the Agreement shall be deemed to refer to the Original License Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment.

6. **Effective Date.** This Fifth Amendment shall not be effective unless and until it is executed by both the City and the Licensee. "**Effective Date**" as used herein means the later of the two dates this Fifth Amendment is executed by the City and Licensee.

7. **Signing Authority.** City and Licensee each warrant to the other that the person executing this Fifth Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Fifth Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Fifth Amendment.

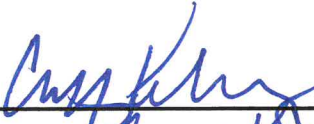
8. **Entire Agreement.** This Fifth Amendment, together with its attachments, sets forth the entire agreement of the parties with respect to the matters set forth herein. There are no oral agreements between the parties.

*[Signatures on following page]*

IN WITNESS WHEREOF, the City and the Licensee have caused their properly-authorized representatives to execute this Fifth Amendment on the dates set forth below:

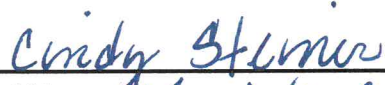
**CITY:**

**City of Mesquite,**  
a Texas home rule municipality

By:   
Printed Name: CLIFF DEHELEY  
Title: City Manager

Date: 3-7-18

**APPROVED AS TO FORM:**

By:   
Printed Name: Assistant City Manager  
Title: Cindy Steiner

**LICENSEE:**

**Dallas MTA, L.P. d/b/a Verizon Wireless**

By: Verizon Wireless Texas, LLC,  
its general partner

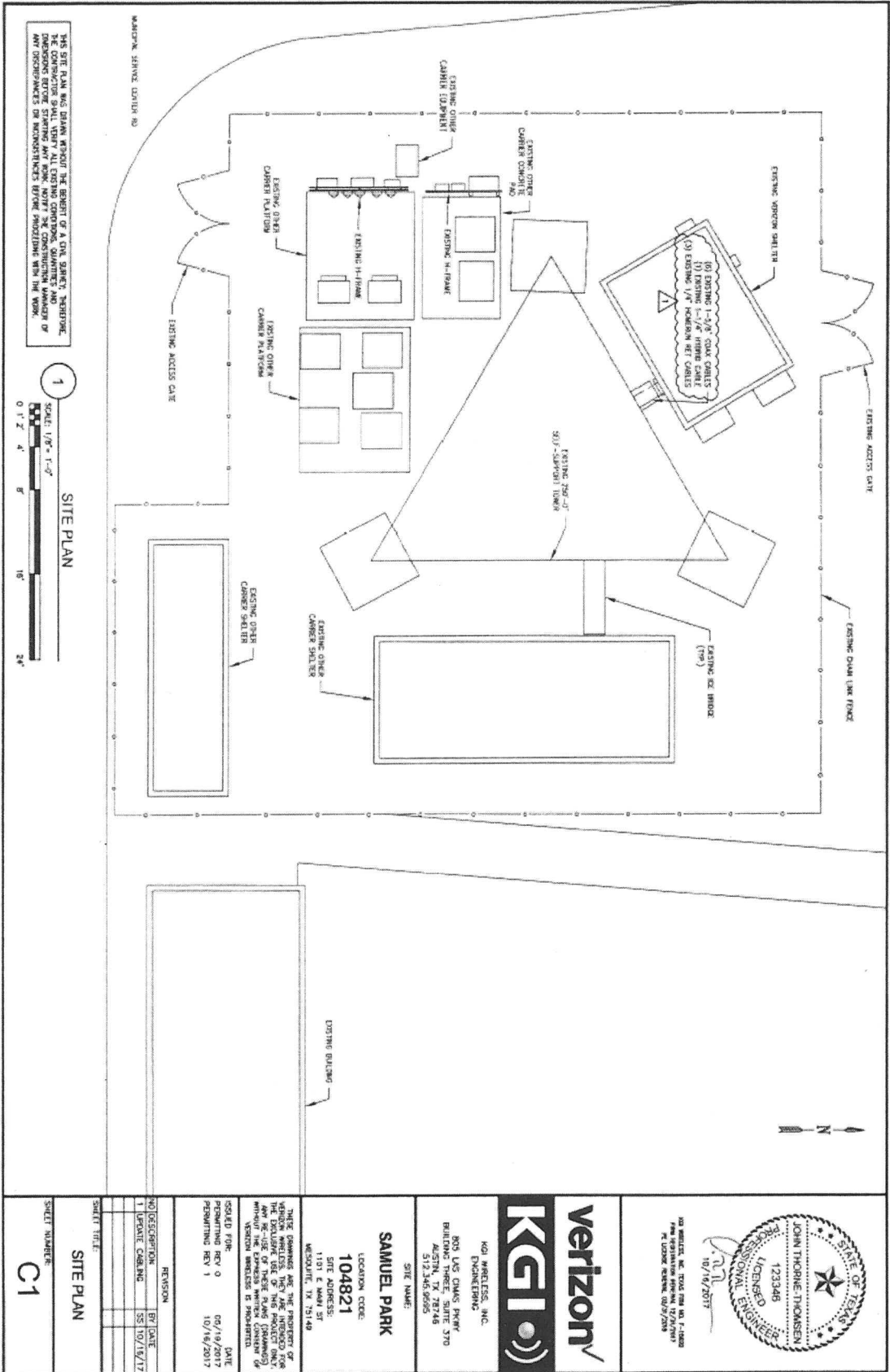
By:   
Jacob Hamilton  
Director - Network Field Engineering

Date: 2/12/18

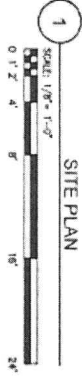
**ATTACHMENT A-2(A)**

**Site Plan**

(See attached, 2-page Site Plan)



THE SITE PLAN AND DESIGN SHOULD BE SUBJECT OF A FULL SCALE, NEUTRALITY BE CONDUCTED BEFORE STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.



SITE PLAN

				KGI WIRELESS, INC. ENGINEERING 805 LAS OLIVAS BLVD BUILDING THREE, SUITE 370 AUSTIN, TX 78746 512.346.6696 SITE NAME: <b>SAMUEL PARK</b>	
LOCATION CODE: <b>104821</b> SITE ADDRESS: 1101 E. MAIN ST WOODRUFF, TX 75149		THESE DRAWINGS ARE THE PROPERTY OF KGI WIRELESS, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS WRITTEN CONSENT OF KGI WIRELESS, INC.		DESIGNED FOR: [ ] DATE: 02/19/2017 PERMITTED REV: 1 DATE: 10/16/2017	
NO. DESCRIPTION BY DATE 11 REPORT CARRIAGE SS 10/16/17		REVISION BY DATE		SHEET NUMBER: <b>C1</b>	



## ATTACHMENT B-4

### Equipment Compound and Antenna Facilities

Equipment Compound and Shelter: 11'-8" x 16' area identified as the Licensee's Shelter on Attachment A-2(A) and A-3.

#### Antenna Facilities:

Type:                   (6) Amphenol CWWX063X25G00 antennas  
                              (3) Amphenol W85-19-X28 antennas  
                              (3) ALU-RRH 2x60 AWS RRHs  
                              (3) B13 RRH 4 x 30W RRHs  
                              (1) Raycap RXXDC-3315-PF-48 OVP Box  
                              (2) Raycap RXXDC-1064-PF-48 Sector Boxes

Centerline Height:   120'

Cables:               (6) 1-5/8" coax cables  
                              (1) 1-1/4" hybrid fiber cable  
                              (3) 1/4" homerun RET cables

Fiber Junction Box and 4" Fiber Conduit