

RESOLUTION NO. 71-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SIXTH AMENDMENT TO THE COMMUNICATIONS FACILITIES LICENSE WITH DALLAS MTA, L.P., D/B/A VERIZON WIRELESS; ESTABLISHING A NEW LICENSE TERM; INCREASING RENTAL FEES; REDUCING THE ANNUAL ESCALATION RATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND 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 “Agreement”); and

WHEREAS, the Agreement was previously amended on June 5, 2012; March 19, 2015; July 30, 2015; July 18, 2017; and March 7, 2018; and

WHEREAS, Licensee is requesting a sixth amendment that will allow Licensee to: replace three existing radio units and add three brackets on the City Service Center communication tower; extend the lease that was set to expire in September 2022 to provide a new initial term expiring on September 30, 2027, with Licensee’s option to renew for four additional five-year terms; and increasing rental fees and reducing the annual escalation rate.


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 amendment and Agreement.

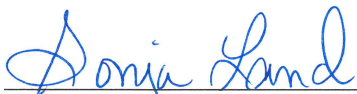
SECTION 3. That the City Manager is further hereby authorized to administer the Agreement, as amended, on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve minor amendments to the 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 (iv) 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 3rd day of December 2018.




Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



David L. Paschall
City Attorney

SIXTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

This SIXTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE ("**Sixth 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 **Cellco Partnership 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 Dallas MTA, L.P. d/b/a Verizon Wireless 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**"); (iv) the Fourth Amendment to Communications Facilities License dated as of July 18, 2017 ("**Fourth Amendment**"); and (v) the Fifth Amendment to Communications Facilities License dated March 7, 2018 ("**Fifth Amendment**"); and

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

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

WHEREAS, pursuant to Assistant Secretary's Certificate dated January 14, 2019, Dallas MTA, L.P. was dissolved by operation of law effective December 31, 2018 and its assets and liabilities redistributed to Cellco Partnership; 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(A) to the Fifth Amendment is hereby deleted and replaced with **Attachment A-2(B)**, attached hereto and incorporated herein by reference. As of the Effective Date, all references in the Agreement to Attachment A-2 and Attachment A-2(A) are references to Attachment A-2(B).

2. **Amendment of Equipment Compound and Antenna Facilities.** The list of Equipment and Compound Facilities attached as Attachment B-4 to the Fifth Amendment is hereby deleted and replaced with **Attachment B-5**, attached hereto and incorporated herein by reference. As of the Effective Date, all references in the Agreement to Attachments B, B-1, B-2, B-3, and B-4 are references to Attachment B-5.

3. **Equipment.** From and after the Effective Date, the City agrees that Licensee may install the equipment described in Attachment B-5 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-5.

5. **Term.** Section 3, "Term" of the Agreement is hereby deleted in its entirety and replaced with the following effective October 1, 2022:

3.01 Effective October 1, 2022 this Agreement shall be for an initial term of 5 years, commencing on the 1st day of October, 2022 at 12:01 a.m. CST ("**Date of Commencement**") and terminating on the 30th day of September, 2027 at 11:59 p.m.

3.02 LICENSEE is granted the option to renew this license for four (4) additional five (5) year terms, after the initial term expires. Each five (5) year extension term shall be automatically exercised unless LICENSEE terminates the Agreement at the end of the then-current term by giving CITY written notice of the intent to terminate at last (6) months prior to the end of the then-current term. All the terms and covenants of the Agreement apply to all extension periods, subject to amendment by the mutual agreement of the parties, in writing and signed by both parties. At the expiration of all of the extension periods provided herein, unless otherwise renewed or superseded, this Agreement shall continue from month to month under the terms and conditions set forth herein, and it may be terminated by either party upon at least thirty (30) days written notice to the other party.

6. **Rental Fees Increase.** Licensee agrees to increase the Rental Fees payable by Licensee to the City pursuant to the terms of the Agreement by FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00) annually commencing with, and included with, the next Payment Due Date after execution of this Sixth Amendment. In subsequent years, the Rental Fees will increase in accordance with Paragraph 7 below.

7. **Payment Terms and Conditions.** The last sentence of Appendix "B" Payment Terms and Conditions is hereby deleted in its entirety and replaced with the following:

Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased by three percent (3%) annually.

8. **Notices.** Licensee's notice address in Section 18.01 of the Agreement is hereby deleted and replaced with the following:

Licensee: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. This Sixth 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 Sixth 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, the Fifth Amendment, and this Sixth Amendment.

10. **Effective Date.** This Sixth 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 Sixth Amendment is executed by the City and Licensee.

11. **Signing Authority.** City and Licensee each warrant to the other that the person executing this Sixth Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Sixth 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 Sixth Amendment.


12. **Entire Agreement.** This Sixth 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]

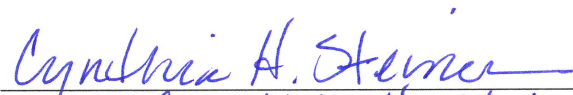
IN WITNESS WHEREOF, the City and the Licensee have executed this Sixth Amendment on the dates set forth below:

CITY:

City of Mesquite,
a Texas home rule municipality

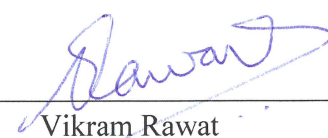
By: 
Printed Name: Cliff Kehelen
Title: City Manager
Date: 3-5-19

APPROVED AS TO FORM:

By: 
Printed Name: Cynthia H. Steiner
Title: Assistant City Attorney
Date: 3-5-2019

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: 
Vikram Rawat
Executive Director - Network Field Engineering
Date: 03/01/19

ATTACHMENT A-2(B)

Site Plan

(See attached, 2-page Site Plan)



05/17/2018
 KGI WIRELESS, INC. TEXAS PERM NO. P-10692
 FROM INSPECTION REPORT, 12/21/2016
 BY: EUGENE GARDNER, 09/29/2016



KGI WIRELESS, INC.
 ENGINEERING
 505 LAS CHUAS PKWY
 BUILDING 1000, SUITE 370
 AUSTIN, TX 78746
 512.345.9595

SITE NAME:
SAMUEL PARK
 LOCATION CODE:
104821
 SITE ADDRESS:
 1101 E MAIN ST
 MESQUITE, TX 75149

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY REUSE, REPRODUCTION, OR TRANSMISSION WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED.

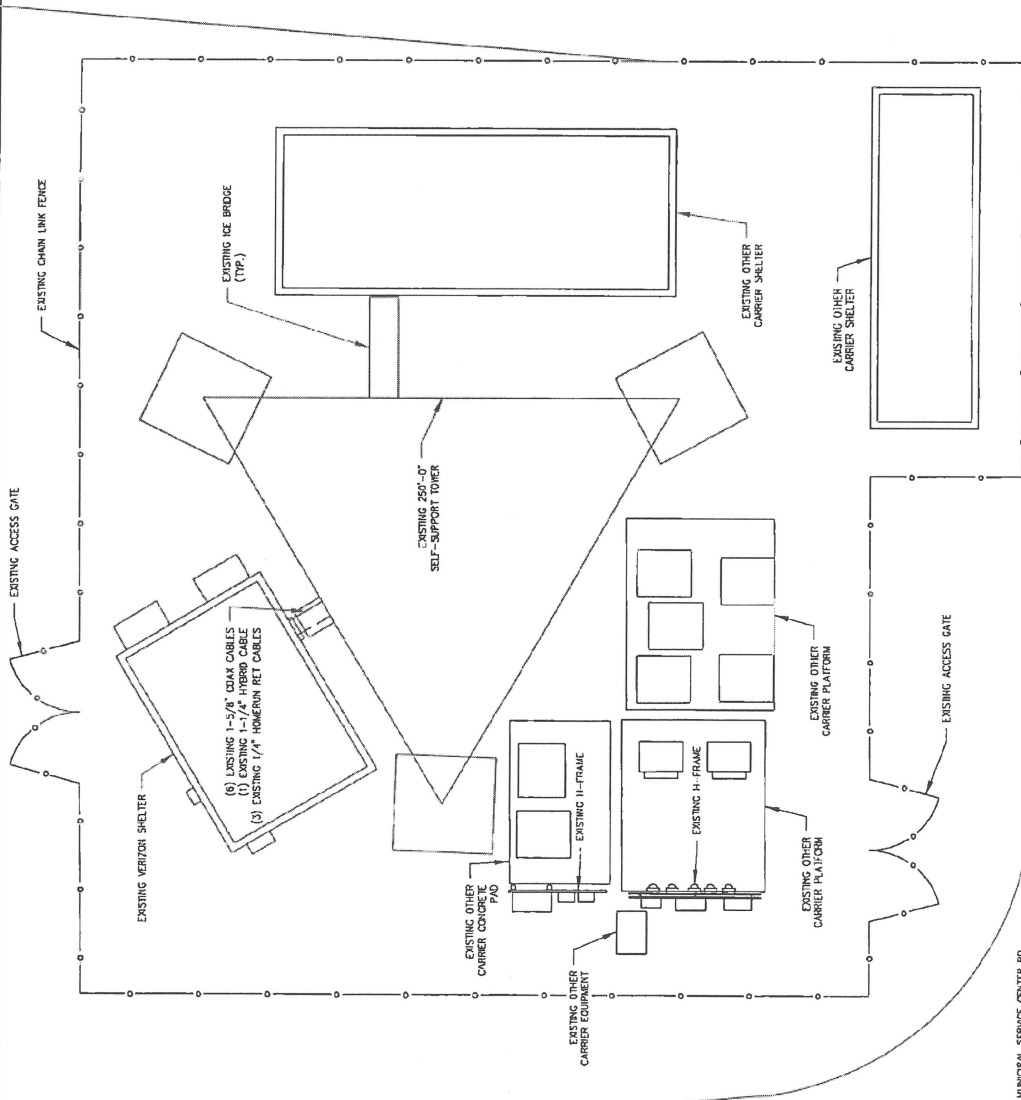
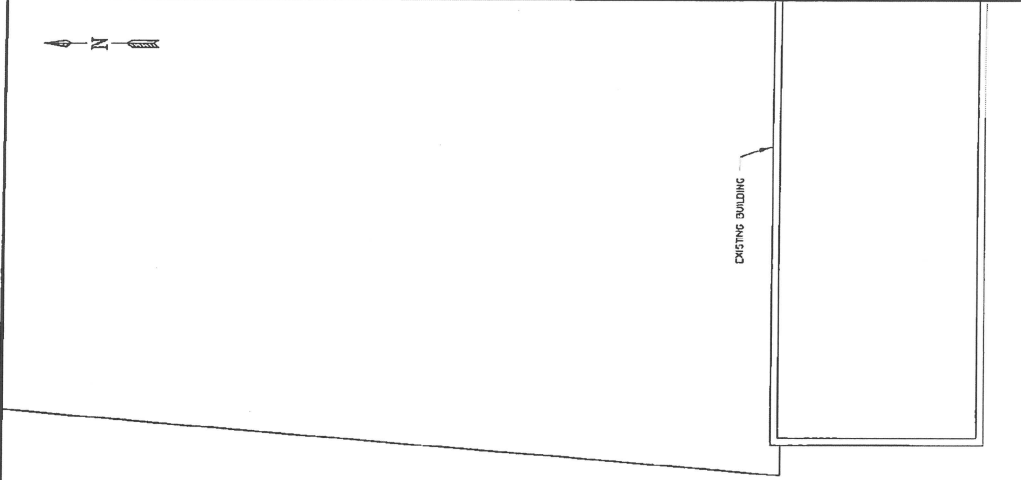
ISSUED FOR:
 PERMITTING RICY 0

DATE
 05/17/2018

NO	DESCRIPTION	BY	DATE

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C1



THIS SITE PLAN WAS DRAWN WITHOUT THE BENEFIT OF A CIVIL SURVEY; THEREFORE, THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE STARTING ANY WORK. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE STARTING ANY WORK. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS BEFORE STARTING ANY WORK.

MUNICIPAL SERVICE CENTER RD



05/17/2018

KGI WIRELESS, INC. TEXAS PERM. NO. F-19482
 FINAL REGISTRATION NUMBER 12/17/2010
 74 LOUISE FREDERICK, 09/26/2006



KGI WIRELESS, INC.
 ENGINEERING
 805 LAS CIMAS PARKWAY
 BUILDING 100, SUITE 200
 AUSTIN, TX 78746
 512.245.9595

SITE NAME:
SAMUEL PARK
 LOCATION CODE:
104821
 SITE ADDRESS:
 1101 E MAIN ST
 MESQUITE, TX 75149

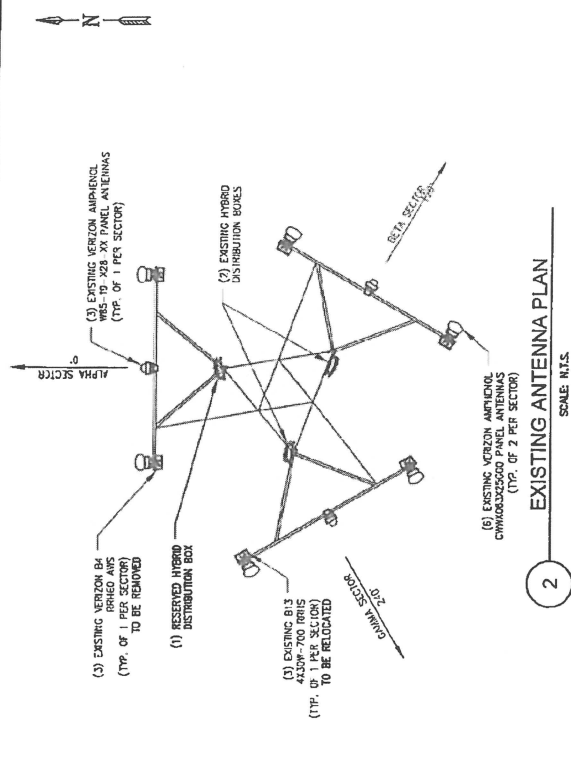
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 ANY REUSE, REPRODUCTION, OR DISSEMINATION
 WITHOUT THE EXPRESS WRITTEN CONSENT OF
 VERIZON WIRELESS IS PROHIBITED.

ISSUED FOR: DATE
 PERMITTING REV 0 05/17/2018

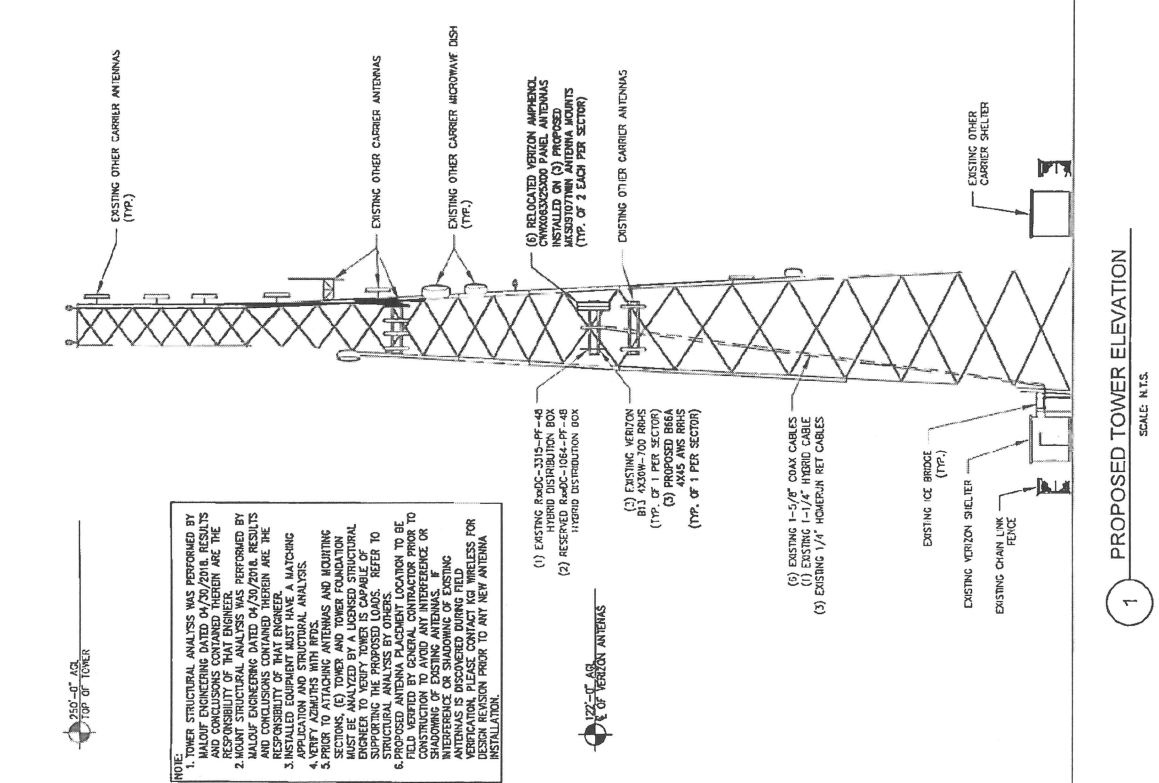
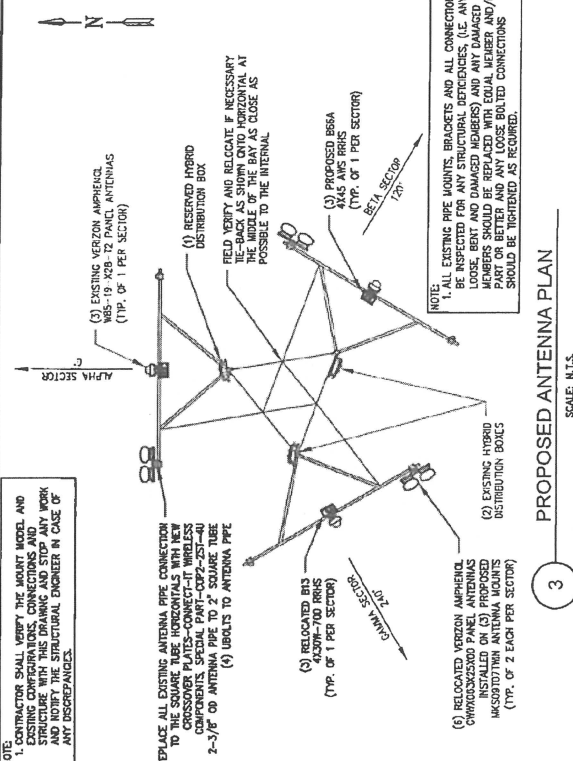
NO.	DESCRIPTION	BY	DATE

SHEET TITLE:
**TOWER ELEVATION
 AND ANTENNA PLANS**

SHEET NUMBER
C2



NOTE:
 CONTRACTORS SHALL VERIFY THE HUBS, WBS, AND
 1. EXISTING CONNECTIONS, CONNECTIONS, AND
 STRUCTURE WITH THIS DRAWING AND STOP ANY WORK
 AND NOTIFY THE STRUCTURAL ENGINEER IN CASE OF
 ANY DISCREPANCIES.



NOTE:
 1. TOWER STRUCTURAL ANALYSIS WAS PERFORMED BY
 UNICOR STRUCTURAL ENGINEERS, INC. (UNICOR) AND
 CONCLUSIONS CONTAINED THEREIN ARE THE
 RESPONSIBILITY OF THAT ENGINEER.
 2. TOWER STRUCTURAL ANALYSIS WAS PERFORMED BY
 UNICOR STRUCTURAL ENGINEERS, INC. (UNICOR) AND
 CONCLUSIONS CONTAINED THEREIN ARE THE
 RESPONSIBILITY OF THAT ENGINEER.
 3. INSTALLED EQUIPMENT MUST HAVE A MATCHING
 WEIGHT AND CENTER OF GRAVITY ANALYSIS.
 4. VERIFY WEIGHTS WITH PDS.
 5. PRIOR TO ATTACHING ANTENNAS AND MOUNTING
 SECTIONS, (E) TOWER AND TOWER FOUNDATION
 MUST BE ANALYZED BY A LICENSED STRUCTURAL
 ENGINEER TO VERIFY THE TOWER IS CAPABLE OF
 SUPPORTING THE PROPOSED LOADS. REFER TO
 STRUCTURAL ANALYSIS BY OTHERS.
 6. PROPOSED ANTENNA PLACEMENT LOCATION TO BE
 VERIFIED TO AVOID ANY INTERFERENCE OR
 SHADOWING OF EXISTING ANTENNAS. IF
 INTERFERENCE OR SHADOWING OF EXISTING
 ANTENNAS IS OBSERVED, PLEASE CONTACT KGI WIRELESS FOR
 DESIGN REVISION PRIOR TO ANY NEW ANTENNA
 INSTALLATION.

ATTACHMENT B-5

Equipment Compound and Antenna Facilities

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

Antenna Facilities:

Type: (6) Amphenol CWWX063X25G00 antennas
(3) Amphenol W85-19-X28 antennas
(3) ALU B66A RRH4x45W-AWS RRHs
(3) ALU B13 RRH 4 x 30W RRHs
(1) Raycap RXXDC-3315-PF-48 OVP Box
(2) Raycap RXXDC-1064-PF-48 Sector Boxes
(3) Amphenol MKS09T07TWIN mounts

Centerline Height: 121-124'

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