

RESOLUTION NO. 2013-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR A TELECOMMUNICATION TOWER LOCATED AT NORTHERN FIRE STATION, 5200 COUNTRY CLUB DRIVE (143-311-054)

WHEREAS, on August 9, 2005, the City Council adopted Resolution No. 2005-243 authorizing execution of an antenna site license agreement with New Cingular Wireless for the purpose of providing wireless telecommunication services; and

WHEREAS, on May 10, 2012 the Planning Commission adopted Planning Commission Resolution No. 2012-12 approving conditional use permit for modification of an existing cellular antenna tower at 5200 Country Club Dr. (APN 143-311-054); and

WHEREAS, the May 10, 2012 Planning Commission approval requires under condition of approval number 9 that, "The existing Antenna Site License Agreement with the City of Rohnert Park shall be amended to address the proposed modifications".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a first amendment to the Antenna Site License Agreement by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and the City of Rohnert Park, a municipal corporation, which amendment is attached hereto as Exhibit A and incorporated by this reference.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

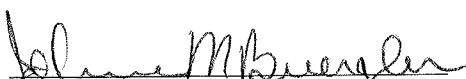
DULY AND REGULARLY ADOPTED this 23rd day of July, 2013.



CITY OF ROHNERT PARK


Pam Stafford, Mayor

ATTEST:


Anne Buergler, City Clerk

Attachment – Exhibit A

AHANOTU: AYE BELFORTE: ABSENT MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

Cell Site #: CCL00556 Roger Wilco Market
Market: FSA 8 San Francisco Bay Area
Fixed Asset #10101962
Cell Site Property Address: 5200 Country Club Dr., Rohnert Park, CA 94928

FIRST AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (the "Amendment"), dated as of the later of the signature dates below (the "Amendment Effective Date"), is by and between CITY OF ROHNERT PARK, having a mailing address of 130 Avram Avenue, Rohnert Park, CA 94928 (hereinafter referred to as "Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated August 9, 2005 (the "Agreement"), whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 5200 Country Club Drive, Rohnert Park, CA 94928 (the "Premises"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the installation of new LTE technology antennas and accessory components by replacing the description of the Premises contained in the original exhibit marked Exhibit B with a new revised Exhibit B-1 attached hereto and approved by both parties; and

WHEREAS, Licensor and Licensee desire to adjust the License Fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee desire to amend the notice provisions of the Agreement; and

WHEREAS, Licensor and Licensee presently desire to amend, modify and supplement the Agreement subject to the terms and conditions set forth below.

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

1. **Replacement of Exhibits.** Section 1 (Premises) of the Agreement is hereby amended as follows: the parties hereby agree that Exhibit B to the Agreement is deleted in its entirety and is replaced and superseded by Exhibit B-1 attached hereto and incorporated herein. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit B-1. All references in the Agreement to Exhibit B or to the Premises shall be deemed to reference Exhibit B-1. Exhibit C is hereby amended to add three (3) antennas (approximate dimensions each: 51"h x 12"w x 6"d) for a total of nine (9) antennas as further depicted on Exhibit B-1.

2. **License To Use.** Section 2(a) is hereby revised to reflect an increase in the number of antennas from six (6) to a total of nine (9), as further described on the attached Exhibit B-1.

3. **License Fee.** Section 5 of the Agreement is hereby amended by the addition of the following: **PAYMENTS.** Commencing on the date of Licensee's building permits for construction of the modifications set forth in this Amendment (the "License Fee Adjustment Date"), the License Fee shall be increased by One Thousand Three Hundred and No/100 Dollars (\$1,300.00) per month, subject to further adjustments as provided in the Agreement and due to Licensor on the same date as the then current License Fee is due. The License Fee shall be prorated for any partial month. All License Fee checks shall be made payable to City of Rohnert Park and mailed to the address given in Paragraph 1 above unless and until otherwise instructed in writing by Licensor.

4. **Emergency 911 Service.** In the future, without the payment of additional License Fees and at a location within the Premises mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services. Licensor and Licensee hereby agree that additional License Fees shall be due to Licensor for the use of any new or existing equipment or facilities that require the use of space outside the existing Premises.

5. **Notices.** Section 28 of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensor:

City of Rohnert Park
Attn: Director of Administrative Services
130 Avram Avenue
Rohnert Park, CA 94928

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CCL00556; Cell Site Name: Roger Wilco Market (CA)
Fixed Asset No: 10101962
575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

With a required copy of such notice sent to AT&T Legal at:

New Cingular Wireless PCS, LLC
AT&T Legal Department – Network Operations
Attn: Network Counsel
Re: Cell Site #: CCL00556; Cell Site Name: Roger Wilco Market (CA)
Fixed Asset No: 10101962
208 S. Akard Street
Dallas, Texas, 75202-4206

LICENSOR: The City of Rohnert Park

By: _____

Its: _____

Address for Notices: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

JoAnne Buergler, City Clerk

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LICENSOR:
CITY OF ROHNERT PARK

LICENSEE:
NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____

By:  _____

Print Name: _____

Print Name: Michael Guibord

Title: _____

Director
Construction & Engineering

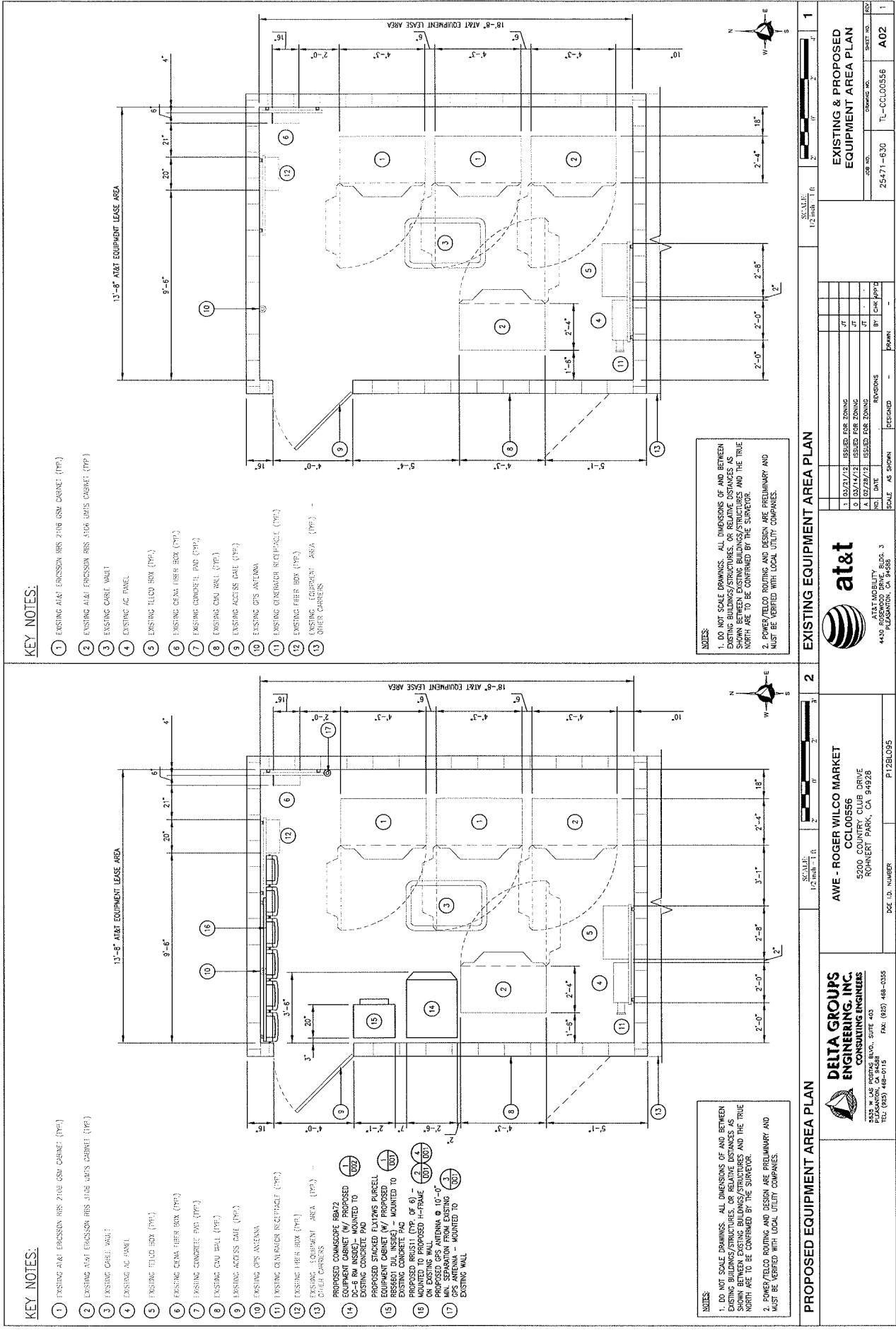
Date: _____

Date: 6/25/13

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

STATE OF CALIFORNIA)
)
COUNTY OF Alameda) SS.

CCL00556 Roger Wilco Market



KEY NOTES:

- 1 EXISTING AT&T EROSION RES 2106 GSM CABINET (TYP.)
- 2 EXISTING AT&T EROSION RES 2106 GSM CABINET (TYP.)
- 3 EXISTING CABLE WALL
- 4 EXISTING AC PANEL
- 5 EXISTING TELE BOX (TYP.)
- 6 EXISTING CEM FIBER BOX (TYP.)
- 7 EXISTING CONCRETE PAD (TYP.)
- 8 EXISTING CMU WALL (TYP.)
- 9 EXISTING ACCESS GATE (TYP.)
- 10 EXISTING OPS ANTENNA
- 11 EXISTING GENERATOR RECTIFIER (TYP.)
- 12 EXISTING FIBER BOX (TYP.)
- 13 EXISTING EQUIPMENT AREA (TYP.) - OTHER CARRIERS

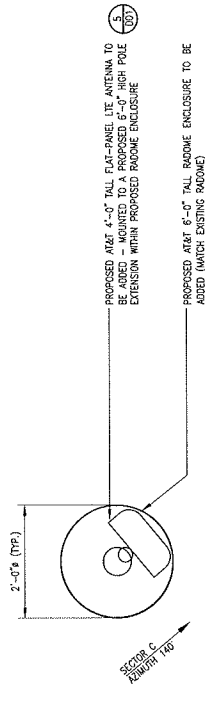
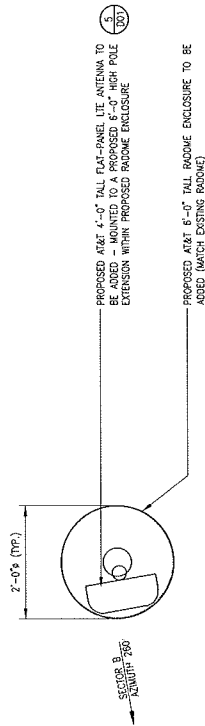
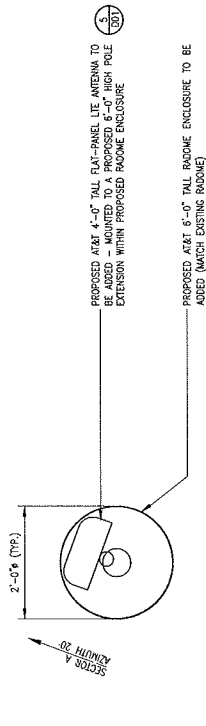
NOTES:
1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN, ARE TO BE CONFIRMED BY THE SURVEYOR AND THE TRUE NORTH ARE TO BE CONFIRMED BY THE SURVEYOR.
2. POWER/TELECO ROUTING AND DESIGN ARE PRELIMINARY AND MUST BE VERIFIED WITH LOCAL UTILITY COMPANIES.

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- 12 EXISTING FIBER BOX (TYP.)
- 13 EXISTING EQUIPMENT AREA (TYP.) - OTHER CARRIERS
- 14 PROPOSED CONSCOPE REB72 EQUIPMENT CABINET (W/ PROPOSED EQUIPMENT AREA) - MOUNTED TO EXISTING CONCRETE PAD
- 15 PROPOSED STACKED FLUXUS BURELL EQUIPMENT CABINET (W/ PROPOSED REB6001 DUAL INSIDE) - MOUNTED TO EXISTING CONCRETE PAD
- 16 PROPOSED OPS ANTENNA @ 10'-0" MOUNTED TO PROPOSED H-FRAME ON EXISTING WALL
- 17 PROPOSED OPS ANTENNA @ 10'-0" MOUNTED TO EXISTING WALL

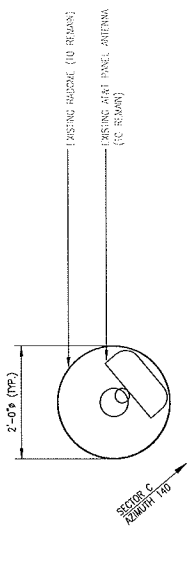
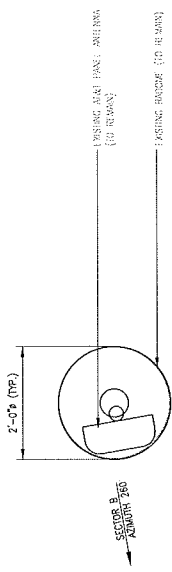
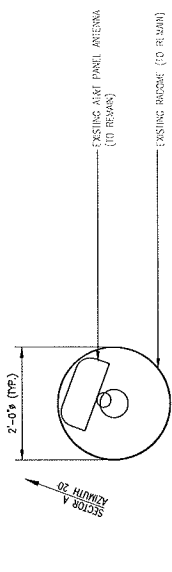
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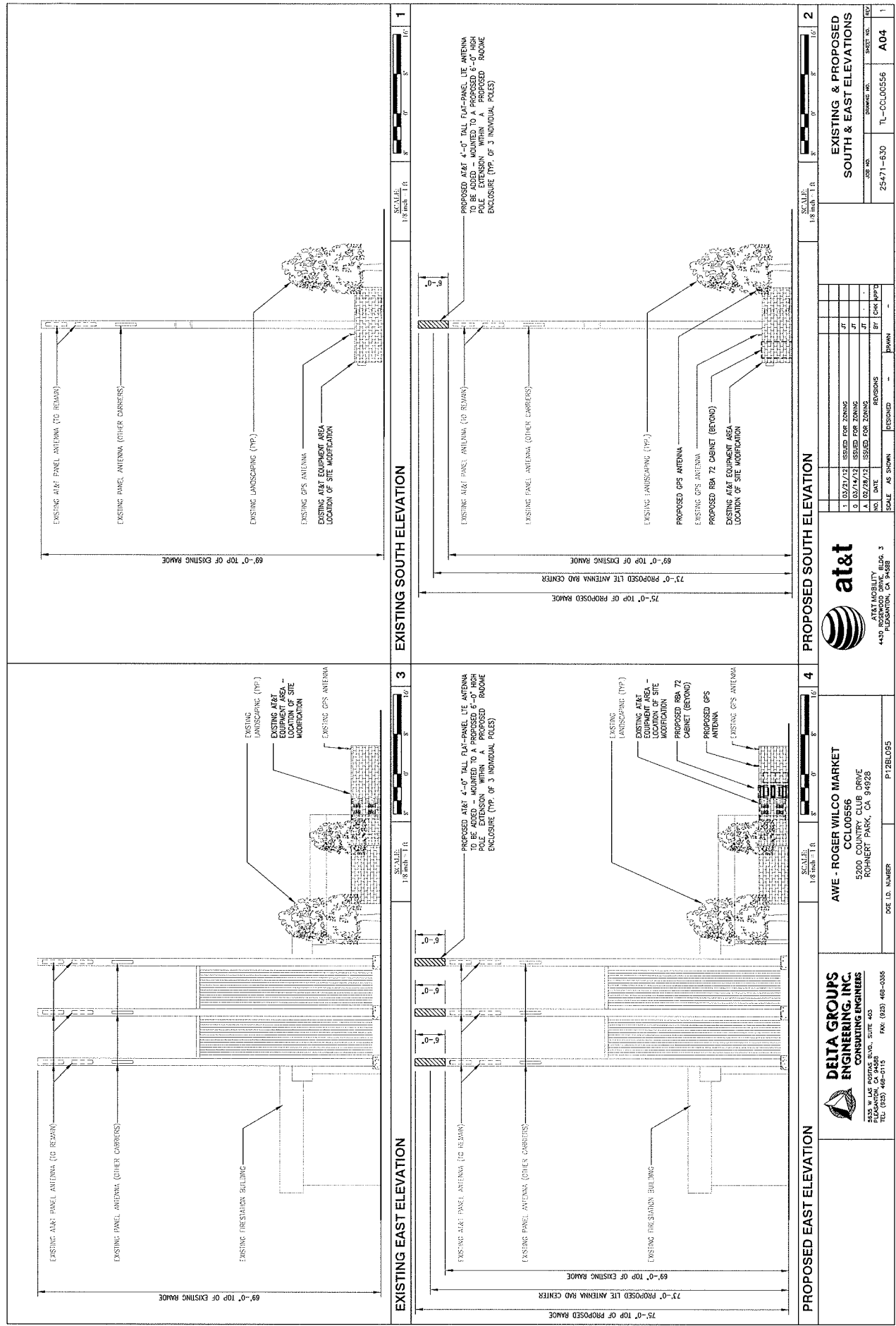
PROPOSED EQUIPMENT AREA PLAN		EXISTING EQUIPMENT AREA PLAN	
SCALE: 1/2" = 1'-0"		SCALE: 1/2" = 1'-0"	
AWE - ROGER WILCO MARKET CCL00556 5200 COUNTRY CLUB DRIVE ROHNERT PARK, CA 94928		at&t AT&T MOBILITY 4430 GILBERT DRIVE, SUITE 3 PULMONO, CA 94665	
DOE ID NUMBER: P12EL095		DESIGNED BY: CUK/PPD	
DELTA GROUPS ENGINEERING, INC. CONSULTING ENGINEERS 2525 W LAS POSITAS BLVD., SUITE 403 SAN JOSE, CA 95128 TEL: (925) 482-0115 FAX: (925) 488-0335		REVISIONS 1 03/21/12 ISSUED FOR ZONING 2 03/14/12 ISSUED FOR ZONING 3 03/29/12 ISSUED FOR ZONING 4 03/29/12 ISSUED FOR ZONING 5 03/29/12 ISSUED FOR ZONING 6 03/29/12 ISSUED FOR ZONING 7 03/29/12 ISSUED FOR ZONING 8 03/29/12 ISSUED FOR ZONING 9 03/29/12 ISSUED FOR ZONING 10 03/29/12 ISSUED FOR ZONING 11 03/29/12 ISSUED FOR ZONING 12 03/29/12 ISSUED FOR ZONING 13 03/29/12 ISSUED FOR ZONING 14 03/29/12 ISSUED FOR ZONING 15 03/29/12 ISSUED FOR ZONING 16 03/29/12 ISSUED FOR ZONING 17 03/29/12 ISSUED FOR ZONING 18 03/29/12 ISSUED FOR ZONING 19 03/29/12 ISSUED FOR ZONING 20 03/29/12 ISSUED FOR ZONING 21 03/29/12 ISSUED FOR ZONING 22 03/29/12 ISSUED FOR ZONING 23 03/29/12 ISSUED FOR ZONING 24 03/29/12 ISSUED FOR ZONING 25 03/29/12 ISSUED FOR ZONING 26 03/29/12 ISSUED FOR ZONING 27 03/29/12 ISSUED FOR ZONING 28 03/29/12 ISSUED FOR ZONING 29 03/29/12 ISSUED FOR ZONING 30 03/29/12 ISSUED FOR ZONING 31 03/29/12 ISSUED FOR ZONING 32 03/29/12 ISSUED FOR ZONING 33 03/29/12 ISSUED FOR ZONING 34 03/29/12 ISSUED FOR ZONING 35 03/29/12 ISSUED FOR ZONING 36 03/29/12 ISSUED FOR ZONING 37 03/29/12 ISSUED FOR ZONING 38 03/29/12 ISSUED FOR ZONING 39 03/29/12 ISSUED FOR ZONING 40 03/29/12 ISSUED FOR ZONING 41 03/29/12 ISSUED FOR ZONING 42 03/29/12 ISSUED FOR ZONING 43 03/29/12 ISSUED FOR ZONING 44 03/29/12 ISSUED FOR ZONING 45 03/29/12 ISSUED FOR ZONING 46 03/29/12 ISSUED FOR ZONING 47 03/29/12 ISSUED FOR ZONING 48 03/29/12 ISSUED FOR ZONING 49 03/29/12 ISSUED FOR ZONING 50 03/29/12 ISSUED FOR ZONING 51 03/29/12 ISSUED FOR ZONING 52 03/29/12 ISSUED FOR ZONING 53 03/29/12 ISSUED FOR ZONING 54 03/29/12 ISSUED FOR ZONING 55 03/29/12 ISSUED FOR ZONING 56 03/29/12 ISSUED FOR ZONING 57 03/29/12 ISSUED FOR ZONING 58 03/29/12 ISSUED FOR ZONING 59 03/29/12 ISSUED FOR ZONING 60 03/29/12 ISSUED FOR ZONING 61 03/29/12 ISSUED FOR ZONING 62 03/29/12 ISSUED FOR ZONING 63 03/29/12 ISSUED FOR ZONING 64 03/29/12 ISSUED FOR ZONING 65 03/29/12 ISSUED FOR ZONING 66 03/29/12 ISSUED FOR ZONING 67 03/29/12 ISSUED FOR ZONING 68 03/29/12 ISSUED FOR ZONING 69 03/29/12 ISSUED FOR ZONING 70 03/29/12 ISSUED FOR ZONING 71 03/29/12 ISSUED FOR ZONING 72 03/29/12 ISSUED FOR ZONING 73 03/29/12 ISSUED FOR ZONING 74 03/29/12 ISSUED FOR ZONING 75 03/29/12 ISSUED FOR ZONING 76 03/29/12 ISSUED FOR ZONING 77 03/29/12 ISSUED FOR ZONING 78 03/29/12 ISSUED FOR ZONING 79 03/29/12 ISSUED FOR ZONING 80 03/29/12 ISSUED FOR ZONING 81 03/29/12 ISSUED FOR ZONING 82 03/29/12 ISSUED FOR ZONING 83 03/29/12 ISSUED FOR ZONING 84 03/29/12 ISSUED FOR ZONING 85 03/29/12 ISSUED FOR ZONING 86 03/29/12 ISSUED FOR ZONING 87 03/29/12 ISSUED FOR ZONING 88 03/29/12 ISSUED FOR ZONING 89 03/29/12 ISSUED FOR ZONING 90 03/29/12 ISSUED FOR ZONING 91 03/29/12 ISSUED FOR ZONING 92 03/29/12 ISSUED FOR ZONING 93 03/29/12 ISSUED FOR ZONING 94 03/29/12 ISSUED FOR ZONING 95 03/29/12 ISSUED FOR ZONING 96 03/29/12 ISSUED FOR ZONING 97 03/29/12 ISSUED FOR ZONING 98 03/29/12 ISSUED FOR ZONING 99 03/29/12 ISSUED FOR ZONING 100 03/29/12 ISSUED FOR ZONING	
EXISTING & PROPOSED EQUIPMENT AREA PLAN		EXISTING & PROPOSED EQUIPMENT AREA PLAN	
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TL-CCL00556		TL-CCL00556	
A02		A02	
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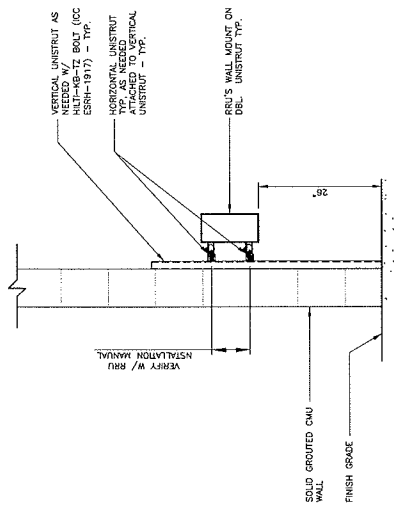


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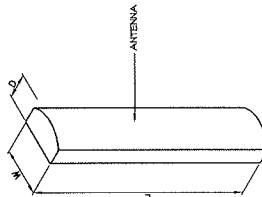
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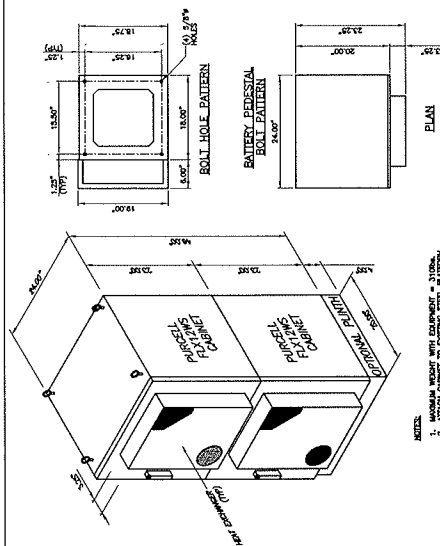


H-FRAME



L. IN	W. IN	D. IN	WEIGHT, LB
51 1/2	12 1/2	4 1/2	300

PURCELL CABINET DETAIL

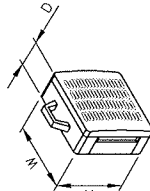


Notes:

1. MAXIMUM WEIGHT WITH EQUIPMENT = 3100LB.
2. ATTACH CABINET TO EXISTING STEEL PLATFORM USING 1/2" BOLTS/4-BOLTS.
3. AN ISOLATOR BASE IS REQUIRED WHEN MOUNTING DIRECTLY ON CONCRETE PAD.
4. REFER TO MANUFACTURER'S SPECIFICATIONS FOR STACKING AND CONNECTING CABINETS

**PURCELL FLX12WS CABINET
W/HEAT EXCHANGERS
STACKED CONFIGURATION**

DETAIL 1108B



BRUS-11

SIZE AND WEIGHT TABLE

SIZE AND WEIGHT LABEL	RRR	WIDTH	DEPTH	HEIGHT	WEIGHT W/O BRACKET
RRUS11 (700 MHz) WITHOUT SOLAR SHIELD		16.3"	5.8"	16.3"	44 LBS
RRUS11 (700 MHz) WITH SOLAR SHIELD		17.8"	7.2"	17.3"	49 LBS
(AMS 1700/2100 MHz) WITHOUT SOLAR SHIELD		16.3"	5.8"	16.3"	50 LBS
RRUS11 (AMS 1700/2100 MHz)		17.8"	7.2"	17.3"	55 LBS

LTE-GPS ANTENNA
PIPE & L-BRACKET MOUNT



NOTES:

1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE ANY BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
2. ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

PANEL ANTENNA DETAIL

GPS ANTENNA

3	
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2

**DELTA GROUPS
ENGINEERING, INC.**
CONSULTING ENGINEERS



56635 W LAS POSTAS BLVD., SUITE 403
PLEASANTON, CA 94588
TEL: (925) 468-0115
FAX: (925) 468-0155



at&t
 AT&T MOBILITY
 4430 ROSEWOOD DRIVE, BLDG. 3

[illegible]

DETAILS

JOB NO.	DRAWING NO.	SHEET NO.	REV.
25471-630	TL-CCL00556	D01	1

