

RESOLUTION NO. 2017-052

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT
WITH T-MOBILE WEST LLC FOR TELECOMMUNICATION EQUIPMENT
LOCATED AT PUBLIC SAFETY MAIN STATION, 500 CITY CENTER DRIVE,
ROHNERT PARK**

WHEREAS, on April 13, 1999 the City Council adopted Resolution No. 1999-84 authorizing execution of a Communication Site Lease agreement with Pacific Bell Mobile Services for the purpose of providing wireless telecommunication services; and

WHEREAS, on March 31, 2009 the City Manager executed a First Amendment to Communications Site Lease agreement with TMO CA/NV, LLC (formerly known as Pacific Bell Wireless LLC, as successor-in-interest to Pacific Bell Mobile Services); and

WHEREAS, on August 28, 2013 the City Manager executed a Second Amendment to Communications Site Lease agreement with T-Mobile West LLC (successor-in-interest to TMO CA/NV, LLC (formerly known as Pacific Bell Wireless LLC, as successor in interest to Pacific Bell Mobile Services); and


WHEREAS, the City and T-Mobile West LLC desire to amend the Communication Site Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a Third Amendment to the Communications Site Lease Agreement by and between T-Mobile West, 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 amendment for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the amendment attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 9th day of May, 2017.

CITY OF ROHNERT PARK


Jake Mackenzie, Mayor

ATTEST:


Caitlin Saldanha, Deputy City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

THIRD AMENDMENT
TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Third Amendment") is dated as of _____, 2017 (the "Third Amendment Effective Date"), between **The City of Rohnert Park**, a Municipal Corporation, ("**Landlord**") and **T-Mobile West LLC, a Delaware limited liability company**, successor-in-interest to TMO CA/NV, LLC, a Nevada limited liability company, formerly known as Pacific Bell Wireless LLC, as successor-in-interest to Pacific Bell Mobile Services ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Communications Site Lease Agreement, dated April 13, 1999, as amended by that certain First Amendment to Communications Site Lease Agreement dated March 31, 2009 and that certain Second Amendment to Communications Site Lease Agreement dated August 28, 2013 (collectively, the "**Lease**" or the "**Agreement**"); and

WHEREAS, pursuant to the Lease, Landlord is leasing to Tenant certain "**Premises**", consisting of a portion of the Property at 500 City Center Drive (formerly known as City Hall Drive), Rohnert Park, California; and

WHEREAS, the purpose of this Third Amendment is to: (i) acknowledge Landlord's consent to Tenant's modification of its Facilities as depicted on the revised Exhibit C-1 attached hereto and incorporated herein; (ii) add fourth and fifth Renewal Terms; (iii) increase the Rent; (iv) grant Tenant the right to increase its use of Landlord's electricity at the Premises and (v) further amend the Lease as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. **Amendment of Revised Exhibit "C"**. Revised Exhibit "C" to the Lease is hereby replaced with the "Revised Exhibit C-1" attached hereto as Exhibit "C-1" and incorporated herein by reference. All references in the Lease to the Exhibit C shall hereafter refer to and mean the Exhibit "C-1" attached hereto. The roof membrane at the Building will not be impacted or otherwise affected by the work described in Exhibit C-1.
2. The third sentence of Section 5 of the Lease entitled, "Term and Commencement Date" is hereby deleted in its entirety and replaced in full with the following:

"In the event that Tenant is not in substantial default in the performance of the terms and conditions of this Lease, Tenant shall have the option to renew this Lease for up to five (5) additional and successive renewal terms of five (5) years each ("Renewal Term")."

3. **Section 6. Rent**. Section 6 of the Lease entitled, "Rent" is hereby amended to increase the current Rent by the amount of Six Hundred and 00/100 Dollars (\$600.00) per month, for a total monthly rent of Three Thousand Seven Hundred Eighteen and 87/100 Dollars (\$3,718.87), beginning on the first day of the month following the month in which the Third Amendment Effective Date

occurs. All other provisions of Section 6 of the Lease shall remain in full force and effect, including without limitation the automatic annual Rent increase as defined therein.

4. **Section 8. Utilities.** Subsection 8(e) of the Lease is hereby amended to grant Tenant the right to use of additional Landlord electrical power at the Premises as defined in Exhibit C-1. Tenant agrees to pay Landlord an increased Utility Fee in the amount of Four Hundred Fifty and 00/100 Dollars (\$450.00) as consideration for Tenant's increased usage of electricity in the Building. Tenant will have the right to core drill new holes for conduit in the electric room as described in the attached Exhibit "C-1". The subject Building uses post tension concrete and Tenant agrees to use great care in avoiding drilling into and/or damaging such post tension system in the Building. Tenant, at its sole cost and expense, shall repair any damage it causes to the Building during or from such activities. Cores shall be fire sealed upon the installation of new cabling. The heat load from Tenant's new electric transformer as described on the Exhibit "C-1" shall not negatively impact the ventilation in the electric room where the equipment is located nor cause damage or interference with any of Lessor's existing equipment located therein. If any of the aforementioned events occur, Tenant shall shut off the offending equipment as soon as possible but within twenty-four (24) hours of Tenant's receipt of Landlord's request that it do so. Landlord may shut off such equipment in the case of an emergency. Tenant thereafter shall, at its sole cost and expense, build additional ventilation into the electric room or replace or remove the transformer to a type that causes no such damage if additional ventilation is not possible. Landlord and Tenant acknowledge that the electrical room is currently properly ventilated. Landlord and Tenant shall share the cost equally to improve the ventilation in this room should this become necessary from Landlord adding equipment that increases the heat load provided that in no event shall Tenant be required to contribute more than Three Thousand and 00/100 Dollars (\$3,000.00) towards such costs.
5. **Terms; Conflicts.** The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Third Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Third Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the Parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Third Amendment, the terms and conditions of this Third Amendment will govern and control.
6. **Approvals.** Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Third Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

*** The remainder of this page intentionally left blank ***

7. **Authorization.** The persons who have executed this Third Amendment represent and warrant that they are duly authorized to execute this Third Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the Effective Date.

LANDLORD: **The City of Rohnert Park**

By: _____

Name: _____

Title: _____

Its: _____

Date: _____

TENANT: **T-Mobile West LLC,**
a Delaware limited liability company

By: _____

Name: _____

Name: _____

Its: _____

Date: _____

**REVISED EXHIBIT C-1
TO COMMUNICATIONS SITE LEASE AGREEMENT**

Depiction of Facilities

See attached plans dated 02/14/2017 consisting of pages T-1, T-2, A-1, A-2, A-3, A-4, E-1, E-2 & E-3

T-MOBILE WEST, L.L.C.

EXHIBIT C-1

T-Mobile metroPCS

1855 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520

BA00420A

SF420 WEST MT. TAYLOR

500 CITY CENTER DRIVE
ROHNERT PARK, CA 94928



CODE COMPLIANCE

ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL JURISDICTION AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. CALIFORNIA CODE OF REGULATIONS
2. 2013 CALIFORNIA ELECTRICAL CODE
3. 2013 CALIFORNIA MECHANICAL CODE
4. 2013 CALIFORNIA PLUMBING CODE
5. 2013 CALIFORNIA FIRE CODE
6. 2013 CALIFORNIA BUILDING CODE
7. 2013 CALIFORNIA LANDMARK CODE
8. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
9. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
10. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
11. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
12. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
13. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
14. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
15. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
16. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
17. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
18. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
19. 2013 CALIFORNIA HISTORIC PRESERVATION CODE
20. 2013 CALIFORNIA HISTORIC PRESERVATION CODE

ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL JURISDICTION AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

NOTE: 2013 DEC 14 IS ANNUAL BY THE STATE OF CALIFORNIA, AND CITY OF ROHNERT PARK ARE APPLICABLE TO THIS PROJECT.

PROJECT TEAM

ARCHITECT/ENGINEER

ARCHITECT/ENGINEER
T-MOBILE WEST LLC
1855 GATEWAY BOULEVARD SUITE 900
CONCORD, CALIFORNIA 94520
TEL: (925) 301-0203
EMAIL: tmobile@tmobilellc.com

SITE ACQUISITION & PLANNER

SITE ACQUISITION & PLANNER
T-MOBILE WEST LLC
1855 GATEWAY BOULEVARD SUITE 900
CONCORD, CALIFORNIA 94520
TEL: (925) 301-0203
EMAIL: tmobile@tmobilellc.com

PROJECT INFORMATION

SITE ADDRESS: 500 CITY CENTER DRIVE
ROHNERT PARK, CA 94928

APN: 143451-010

PROPERTY OWNER: CITY OF ROHNERT PARK

PROJECT NAME: T-MOBILE WEST LLC

PROJECT TYPE: TYPE III

CONSTRUCTION TYPE: 3-STORY

STORIES: 3-STORY

BUILDING HEIGHT: 34.11 FT

BUILDING AREA: 311,400 SQ. FT.

LOT AREA: 311,400 SQ. FT.

PERMITS REQUIRED: BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, AND OTHER

LONGITUDE: W 122° 11' 17" (NAD 83)

JURISDICTION: CITY OF ROHNERT PARK

TELEPHONE: AT&T

POWER: PG&E

VICINITY MAP



DRIVING DIRECTIONS

FROM 1455 GATEWAY BLVD. CONCORD, CA 94520

1. GET ON 92 N FROM WILLOW PASS RD

2. CONTINUE ON 92 N, TAKE I-76 W AND CA 17 W TO LANEVILLE HWY IN SONOMA

3. GET ON US-101 N IN PETALUMA

4. FOLLOW US-101 N TO ROHNERT PARK EXPI IN ROHNERT PARK

5. CONTINUE ON ROHNERT PARK EXPI, DRIVE TO CITY CENTER DR

6. DESTINATION WILL BE ON THE RIGHT

ARRIVE AT 500 CITY CENTER DR

TOTAL EST TIME: 1 HR 1 MIN

TOTAL EST DISTANCE: 50.1 MILES

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWING.
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS ARE CORRECT. ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET, SITE INFORMATION AND VICINITY MAP
T-2	GENERAL NOTES
A-1	SITE PLAN
A-2	ENLARGED EQUIPMENT & ANTENNA PLANS
A-3	ELEVATIONS
A-4	DETAILS
E-1	LINE DIAGRAM, PANEL SCHEDULE & GROUNDING DETAILS
E-2	ELECTRICAL LOAD STUDY
E-3	ELECTRICAL ROOM IN BASEMENT & DETAILS

APPROVALS

LANDLORD:	
CONSTRUCTION MANAGER:	
RF ENGINEER:	
SITE ACQUISITION MANAGER:	
ZONING MANAGER:	
UTILITY COORDINATOR:	
NETWORK OPERATIONS MANAGER:	
PROGRAM REGIONAL MANAGER:	

T-Mobile
1855 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520

PROJECT INFORMATION

BA00420A
SF420 WEST MT. TAYLOR
500 CITY CENTER DRIVE
ROHNERT PARK, CA 94928

CURRENT ISSUE DATE: 02/14/2017

ISSUED FOR:

CONSTRUCTION

REV	DATE	DESCRIPTION	BY
1	02/14/2017	ISSUE 01	SP
2	02/14/2017	ISSUE 02	SP
3	02/14/2017	ISSUE 03	SP
4	02/14/2017	ISSUE 04	SP
5	02/14/2017	ISSUE 05	SP
6	02/14/2017	ISSUE 06	SP
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16	02/14/2017	ISSUE 16	SP
17	02/14/2017	ISSUE 17	SP
18	02/14/2017	ISSUE 18	SP
19	02/14/2017	ISSUE 19	SP
20	02/14/2017	ISSUE 20	SP

PROJECT ARCHITECT/ENGINEER

ZON
ARCHITECTS
1855 GATEWAY BLVD SUITE 900
CONCORD, CA 94520
PHONE: (925) 301-0203
FAX: (925) 301-0202

CONSULTANT

OWNER:	
DESIGNER:	
DATE:	
BY:	
CHK:	
APP:	
DE:	



SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

[illegible]

DRAWING SPECIFICATIONS EXHIBIT C-1

NEW ANTENNA	EXISTING ANTENNA	GROUND OR PLASTER
		BRICK
GROUND ROD	MASSGIRY	CONCRETE
		BATH
MEDIAN BLUE BAR	CONCRETE	GRAVEL
		FLYWOOD
MECHANICAL GROUND	FLYWOOD	SAND
CALWELD		
GROUND ACCESS	WOOD CONTINUOUS	STEEL
WELD		CEMENTLINE
ELECTRIC BOX	STEEL	PROPERTY RELEASE
TELEPHONE BOX	CEMENTLINE	WATCH LINE
LIGHT POLE	WATCH LINE	WORK POINT
		GROUND CONDUCTOR
FINO MONUMENT	WORK POINT	TELEPHONE CONDUIT
		ELECTRICAL CONDUIT
SPOT ELEVATION	TELEPHONE CONDUIT	ELECTRICAL CONDUIT
		COAXIAL CABLE
SET POINT	ELECTRICAL CONDUIT	OVERHEAD SERVICE CONDUCTORS
REVISION	COAXIAL CABLE	CHAIN LINK FENCING
GROUND REFERENCE	OVERHEAD SERVICE CONDUCTORS	WOOD FENCING
DETAIL REFERENCE	CHAIN LINK FENCING	
ELEVATION REFERENCE	WOOD FENCING	
REFERENCE		
REFERENCE		

NEW ANTENNA	EXISTING ANTENNA	GROUND OR PLASTER
		BRICK
GROUND ROD	MASSGIRY	CONCRETE
		BATH
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		FLYWOOD
MECHANICAL GROUND	FLYWOOD	SAND
CALWELD		
GROUND ACCESS	WOOD CONTINUOUS	STEEL
WELD		CEMENTLINE
ELECTRIC BOX	STEEL	PROPERTY RELEASE
TELEPHONE BOX	CEMENTLINE	WATCH LINE
LIGHT POLE	WATCH LINE	WORK POINT
		GROUND CONDUCTOR
FINO MONUMENT	WORK POINT	TELEPHONE CONDUIT
		ELECTRICAL CONDUIT
SPOT ELEVATION	TELEPHONE CONDUIT	ELECTRICAL CONDUIT
		COAXIAL CABLE
SET POINT	ELECTRICAL CONDUIT	OVERHEAD SERVICE CONDUCTORS
REVISION	COAXIAL CABLE	CHAIN LINK FENCING
GROUND REFERENCE	OVERHEAD SERVICE CONDUCTORS	WOOD FENCING
DETAIL REFERENCE	CHAIN LINK FENCING	
ELEVATION REFERENCE	WOOD FENCING	
REFERENCE		
REFERENCE		

NEW ANTENNA	EXISTING ANTENNA	GROUND OR PLASTER
		BRICK
GROUND ROD	MASSGIRY	CONCRETE
		BATH
MEDIAN BLUE BAR	CONCRETE	GRAVEL
		FLYWOOD
MECHANICAL GROUND	FLYWOOD	SAND
CALWELD		
GROUND ACCESS	WOOD CONTINUOUS	STEEL
WELD		CEMENTLINE
ELECTRIC BOX	STEEL	PROPERTY RELEASE
TELEPHONE BOX	CEMENTLINE	WATCH LINE
LIGHT POLE	WATCH LINE	WORK POINT
		GROUND CONDUCTOR
FINO MONUMENT	WORK POINT	TELEPHONE CONDUIT
		ELECTRICAL CONDUIT
SPOT ELEVATION	TELEPHONE CONDUIT	ELECTRICAL CONDUIT
		COAXIAL CABLE
SET POINT	ELECTRICAL CONDUIT	OVERHEAD SERVICE CONDUCTORS
REVISION	COAXIAL CABLE	CHAIN LINK FENCING
GROUND REFERENCE	OVERHEAD SERVICE CONDUCTORS	WOOD FENCING
DETAIL REFERENCE	CHAIN LINK FENCING	
ELEVATION REFERENCE	WOOD FENCING	
REFERENCE		
REFERENCE		

NEW ANTENNA	EXISTING ANTENNA	GROUND OR PLASTER
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ELEVATION REFERENCE	WOOD FENCING	
REFERENCE		
REFERENCE		

NEW ANTENNA	EXISTING ANTENNA	GROUND OR PLASTER
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GROUND ROD	MASSGIRY	CONCRETE
		BATH
MEDIAN BLUE BAR	CONCRETE	GRAVEL
		FLYWOOD
MECHANICAL GROUND	FLYWOOD	SAND
CALWELD		
GROUND ACCESS	WOOD CONTINUOUS	STEEL</

TAMBER WEST, LLC.

T-Mobile
155 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520

PROJECT INFORMATION

BA00420A
SF420 WEST MT.
TAYLOR
500 CITY CENTER DRIVE
ROHNERT PARK, CA 94623

CURRENT ISSUE DATE
02/14/2017

ISSUED FOR
CONSTRUCTION

REV. DATE DESCRIPTION

REV.	DATE	DESCRIPTION
1	02/14/2017	ISSUED FOR CONSTRUCTION
2	02/14/2017	ISSUED FOR CONSTRUCTION
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8	02/14/2017	ISSUED FOR CONSTRUCTION
9	02/14/2017	ISSUED FOR CONSTRUCTION
10	02/14/2017	ISSUED FOR CONSTRUCTION

PROJECT ARCHITECT/ENGINEER

ZON
ARCHITECTS
155 GATEWAY BLVD 9TH FLOOR
CONCORD, CA 94520
PHONE (916) 264-6814
FAX (916) 264-3002

CONSULTANT

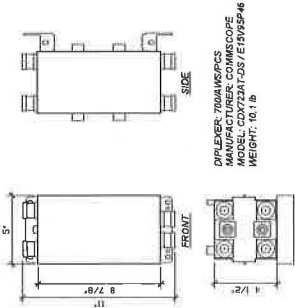
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CHECKED BY: SH
DATE: 02/14/2017



SHEET TITLE
DETAILS

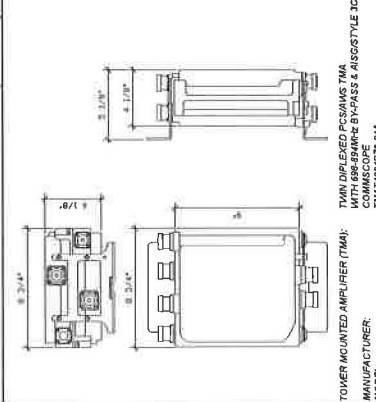
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A-4

EXHIBIT C-1



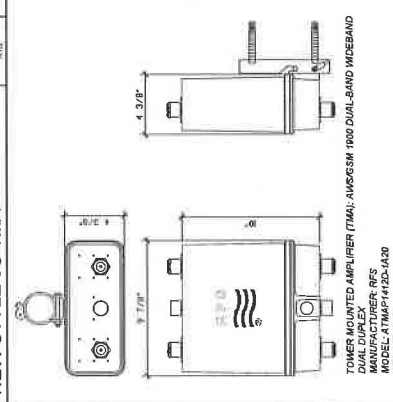
NEW DIPLEXER

NEW ANTENNA DETAIL

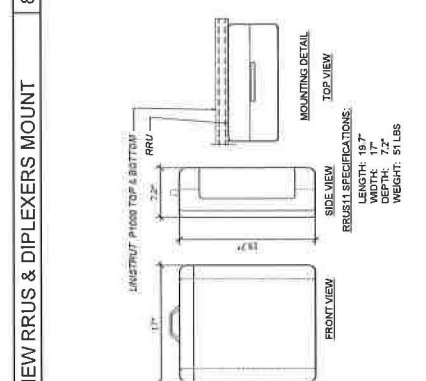
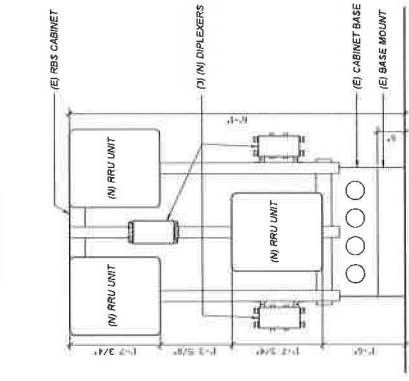
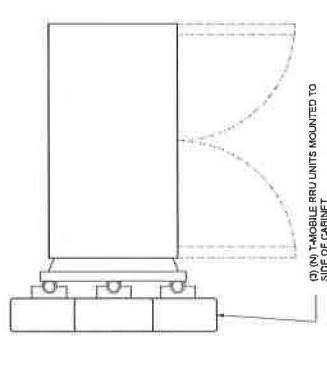


NEW STYLE 3C TMA

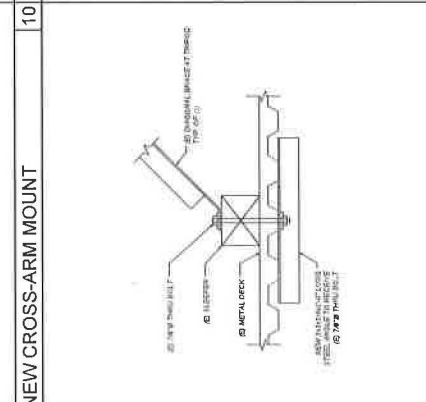
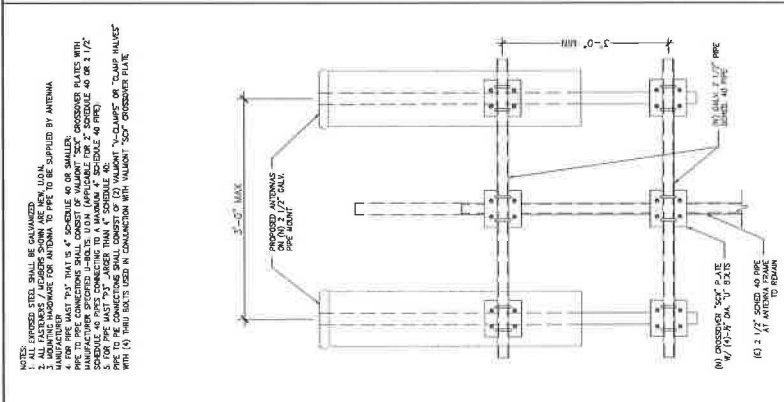
NEW ANTENNA DETAIL



NEW ANTENNA DETAIL



NEW RRUS



NEW ANGLE SUPPORT

[illegible]

EXHIBIT C-1

T-Mobile 189 GATEWAY BLVD 8TH FLOOR CONCORD, CA 94530		
PROJECT INFORMATION		
BA00420A SF420 WEST MT. TAYLOR 500 CITY CENTER DRIVE ROHNERT PARK, CA 94826		
CURRENT ISSUE DATE	02/14/2017	
ISSUED FOR:		
CONSTRUCTION		
REVISIONS		
NO.	DATE	DESCRIPTION
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