

# CITY COUNCIL REPORT



Meeting Date: November 10, 2015  
 General Plan Element: ***Public Services and Facilities***  
 General Plan Goal: ***Provide reliable power and communication services that match the character of Scottsdale***

## ACTION

**Wireless Telephone Antenna Site Revocable License Agreement Amendment at City of Scottsdale North Corporation Yard.** Adopt Resolution 10245 approving License Agreement Amendment 2008-153-COS-A2 with New Cingular Wireless PCS, LLC (New Cingular) permitting the installation of a diesel generator to upgrade the wireless site at the City of Scottsdale North Corporation Yard at 9191 E. San Salvador.

## BACKGROUND

The purpose of this action is to approve an amendment to License Agreement 2008-153-COS to allow the installation of a diesel generator as an upgrade to New Cingular's antenna communication facilities at the North Corporation Yard. This amendment only modifies the area of the original boundary of the license as previously approved by License Agreement 2008-153-COS, in order to accommodate the final location of the new generator and to change the use fee payments from monthly to an annual payment. No other terms of the agreement are modified by this amendment.

## ANALYSIS & ASSESSMENT

### Recent Staff Action

Earlier this year staff met on-site with New Cingular representatives and contractors to discuss the proposed diesel generator upgrade to the existing New Cingular wireless facility at the facility. Installation of the upgrade will not impact City use of area.

### Policy Implications

No Policy Implications are related to this action.

### Significant Issues to be Addressed

None.

### Community Involvement

The location and design was approved with 48-SA-2015 on February 27, 2015 by the Planning Department.

## RESOURCE IMPACTS

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### Available funding

New Cingular is responsible for all costs associated with its use and access of the site, including damage to any on-site city improvements.

### Staffing, Workload Impact

Minimal impact associated with the administration of the agreement.

### Maintenance Requirements

There are no additional maintenance requirements to the city for the proposed use.

### Future Budget Implications

City currently receives compensation from the original agreement. No additional fee is charged for the proposed use. No negative impacts have been identified in connection with the use.

## OPTIONS & STAFF RECOMMENDATION

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### Recommended Approach

Adopt Resolution 10245 authorizing Contract 2008-153-COS-A2 with New Cingular.

### Proposed Next Steps:

If Council approves this action, the License Agreement Amendment will be executed, and New Cingular will be allowed to pull permits.

## RESPONSIBLE DEPARTMENT(S)

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Public Works and Water Resources Division, Capital Project Management

Asset Management, Capital Project Management will manage the license agreement upon activation.

## RESPONSIBLE DEPARTMENT(S)

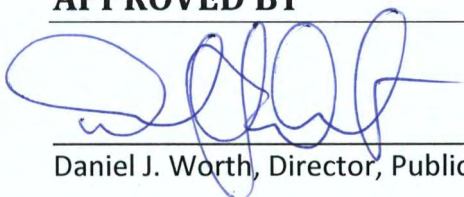
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Bob Hults, Real Estate Management Specialist, 480-312-7066, [rhults@ScottsdaleAZ.gov](mailto:rhults@ScottsdaleAZ.gov)

Martha West, Sr. Real Estate Manager, 480-312-7042, [mwest@ScottsdaleAZ.gov](mailto:mwest@ScottsdaleAZ.gov)

## APPROVED BY

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Daniel J. Worth, Director, Public Works

(480) 312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)

10-27-15

Date

## **ATTACHMENTS**

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1. Resolution 10245
2. Location Map
3. Contract 2008-153-COS-A2

RESOLUTION NO. 10245

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT NO. 2008-153-COS-A2 TO A WIRELESS TELECOM ANTENNA LICENSE WITH NEW CINGULAR WIRELESS PCS, LLC.

WHEREAS, the City and Licensee have mutually determined that the original development agreement should be amended to allow the Licensee to install an emergency electrical generator on the property to serve its facilities and change the method of payment.

NOW, THEREFORE, LET BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That Mayor W. J. "Jim" Lane is authorized and directed to execute amendment No. 2008-153-COS-A2.

Section 2. That the City Manager or designee is expressly authorized and directed to execute any other documents necessary to carry out the purpose of amendment no. 2008-153-COS-A2.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

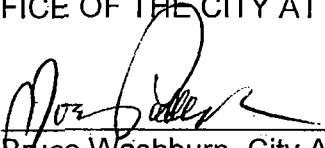
ATTEST:

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Carolyn Jagger  
City Clerk

By: \_\_\_\_\_  
W. J. "Jim" Lane  
Mayor

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By:  \_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Deputy City Attorney



ATTACHMENT 2					
PROJECT TITLE					
LOCATION MAP					
DEPT. IRL	DRAWN	DATE	SCALE	SHT.	
CPM	RAH	10/15	NTS	1 OF 1	



SECOND AMENDMENT TO WIRELESS TELEPHONE ANTENNA SITE REVOCABLE  
LICENSE AGREEMENT

THIS SECOND AMENDMENT TO WIRELESS TELEPHONE ANTENNA SITE REVOCABLE LICENSE AGREEMENT (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by City of Scottsdale, an Arizona municipal corporation ("Licensor"), and by New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

**RECITALS**

A. Licensor and Licensee executed that certain Wireless Telephone Antenna Site Revocable License Agreement being City of Scottsdale Contract No. 2008-153-COS (the "Original Agreement") dated July 1, 2009 whereby, among other things, Licensor granted to Licensee a license for operation of a cellular telephone antenna upon certain real property. The Property is located at 9191 East San Salvador within the City of Scottsdale, Maricopa County, Arizona, as defined in the Original Agreement (The "Property").

B. Neither Licensor nor Licensee has assigned any rights under the Original Agreement.

C. The Original Agreement was amended on October 18, 2011, Resolution 8802, 2008-153-COS-A1 to add an additional telephone route.

D. No other amendments have been made to the Original Agreement.

E. City and Licensee have now mutually determined that the purposes of the Original Agreement can be better achieved by amending the Original Agreement to allow Licensee to install an emergency diesel generator on the Property.

F. City and Licensee desired to amend the Use Payment Fee Date in Section III, paragraphs 3.1.1 and 3.3 to annual payments instead of monthly payments.

G. References to the Original Agreement (or any of its paragraphs or subparagraphs) refer to the Original Agreement. Undefined terms capitalized in this Amendment have the meanings assigned in the Original Agreement. Unless otherwise specified, exhibit references refer to the exhibits attached to the Original Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, Licensee and Licensor agree as follows:

1. **Addition of Exhibits.** The following exhibits are added to the Original Agreement:

1.1 **Exhibit C** identified as schedule 3 and **Exhibit D** identified as schedule 4 are added as exhibits to the Original Agreement and are attached hereto and incorporated into the Original Agreement as if fully set forth therein.



2. Amendment to Licensee's Payments, Section III, paragraphs 3.1.1 and 3.3. Paragraphs 3.1.1 and 3.3 shall be amended to read as follows:

3.1.1 A fixed amount (the Base Use Fee) shall be \$22,848 per fiscal year.

3.3 Use Fee Payment Date. The Base Use Fee shall be payable annually in advance on or before July 1 of each year starting July 1, 2016. The Base Use Fee payments due prior to July 1, 2016 shall be divided by 12 and be paid monthly in advance on the twenty fifth (25<sup>th</sup>) day of the preceding month. In the event an amount is not known in advance, Licensors shall have the right to estimate the amount with an adjustment to be made within sixty (60) days after the actual amount becomes known. Use fee is deemed paid only when licensor actually receives good payment.

3. Notice Addresses. Section 17.6 of the Agreement is hereby amended with the following:

3.1 Licensor's address is:

Senior Real Estate Manager  
Asset Management Coordinator  
City of Scottsdale  
One Civic, 2<sup>nd</sup> Floor, Suite 205  
7447 E. Indian School Rd.  
Scottsdale, AZ 85251

3.2 Licensee's address is:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: AZPHU6321; Cell Site Name: Scottsdale Police Facility (AZ)  
Fixed Asset #: 10118353  
575 Morosgo Drive  
Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC  
AT&T Legal Department – Network Operations  
Attn: Network Counsel  
Re: Cell Site #: AZPHU6321; Cell Site Name: Scottsdale Police Facility (AZ)  
Fixed Asset #: 10118353  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to Local Contact:

New Cingular Wireless PCS, LLC  
Attn: AZ/NM Network Property Management  
1355 W. University Dr.  
Mesa, AZ 85201

4. Miscellaneous. The parties also agree as follows:

4.1 Effective Date. This Amendment applies as of the date of this Amendment.

4.2 Recording. This Amendment and the Original Agreement shall not be recorded.

4.3 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

4.4 Integration. This Amendment constitutes the entire agreement between the parties with respect to amending the Original Agreement and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence and memoranda or representation regarding amending the Original Agreement.

4.5 Licensee's Prior Assignees. Licensee warrants and represents that Licensee has not assigned to anyone any rights under the Original Agreement.

**MADE AS OF THE DATE FIRST GIVEN ABOVE.**

**LICENSOR:** CITY OF SCOTTSDALE, an Arizona municipal corporation

By: \_\_\_\_\_  
W. J. "Jim" Lane, Mayor

**LICENSEE:** New Cingular Wireless PCS LLC, a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_  
Its: AREA MANAGER

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

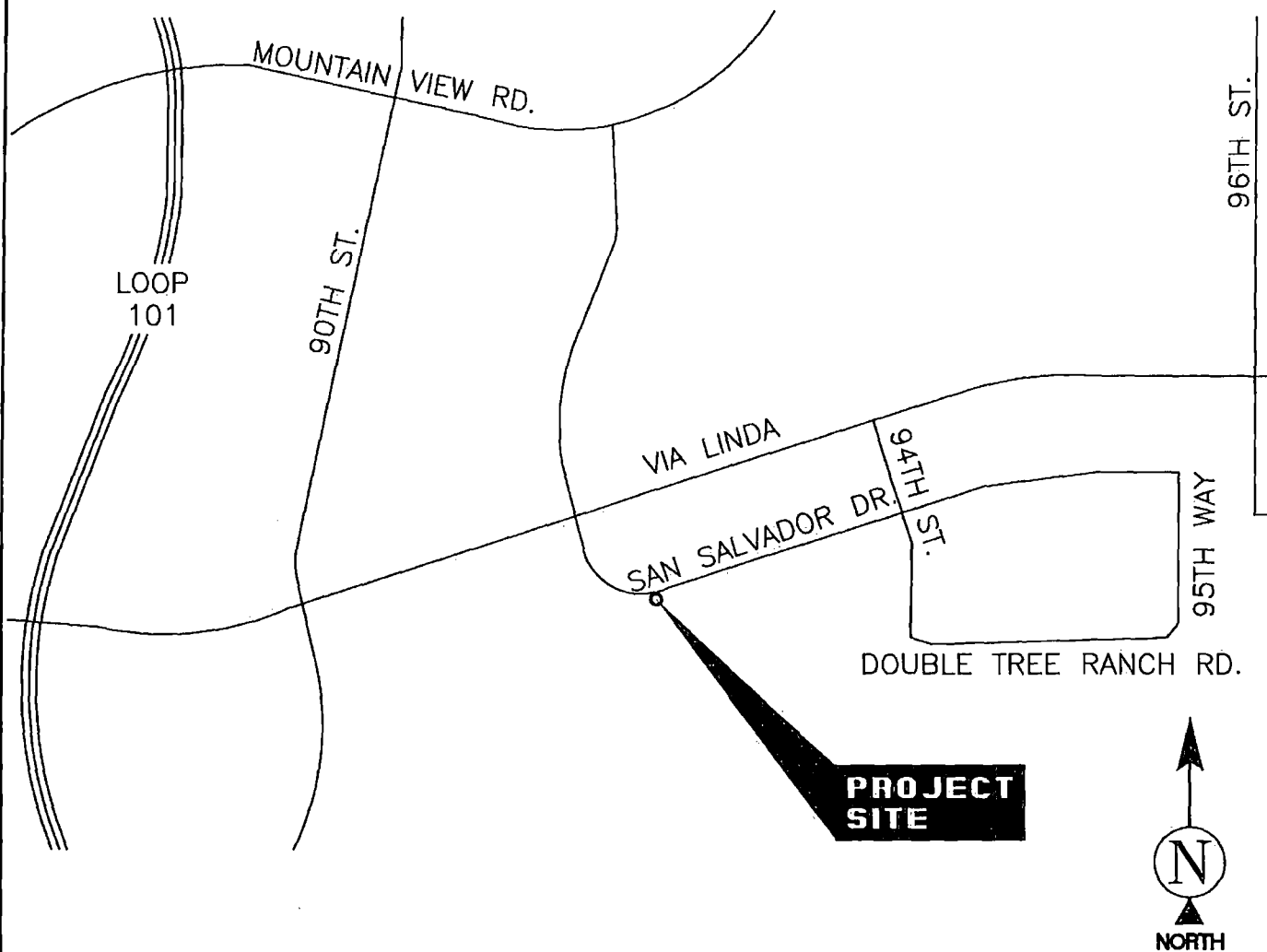
By: Bruce Washburn  
Bruce Washburn, City Attorney  
By: Joe Padilla, Deputy City Attorney

\_\_\_\_\_  
Martha West, Senior Real Estate Manager



# BOUNDARY PLAN

## VICINITY MAP



FA NUMBER: 10118353

USID NUMBER: 93082

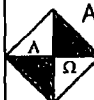
X321 SCOTTSDALE POLICE FACILITY

9191 E. SALVADOR DR.  
SCOTTSDALE, AZ 85258

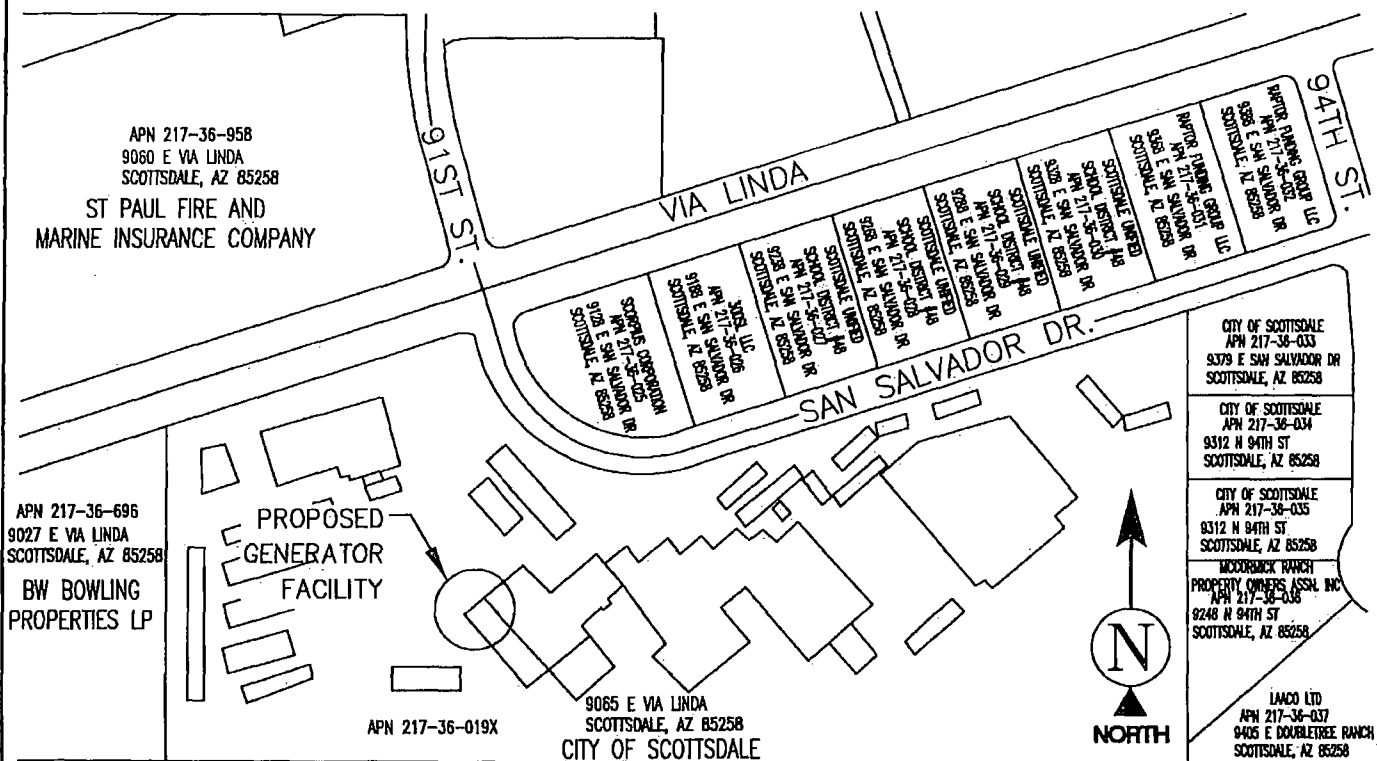


**at&t**

AT&T MOBILITY  
1355 W. UNIVERSITY DRIVE  
PHOENIX, AZ 85201  
NOCC: (800)683-2822




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85275-0747  
OFFICE MOBILE  
(480) 962-0864 (480)330-1762  
WILLIAM E. NAU



SALT RIVER PIMA  
MARICOPA INDIAN COMMUNITY

FA NUMBER: 10118353  
USID NUMBER: 93082  
X321 SCOTTSDALE POLICE FACILITY  
9191 E. SALVADOR DR.  
SCOTTSDALE, AZ 85258



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## ***BOUNDARY PLAN LEGEND***

<u>LEGEND</u>		<u>LEGAL DESCRIPTION #</u>
POB	POINT OF BEGINNING	
ROW	RIGHT OF WAY	
S/W	SIDEWALK	
-----	PARCEL BOUNDARY	①
-----	ADJACENT PROPERTY LINE	
-----	SECTION LINE	
-----	EASEMENT LINE	
-----	GENERATOR LEASE AREA	②

**FA NUMBER: 10118353**

**USID NUMBER: 93082**

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**9191 E. SALVADOR DR.**

**SCOTTSDALE, AZ 85258**



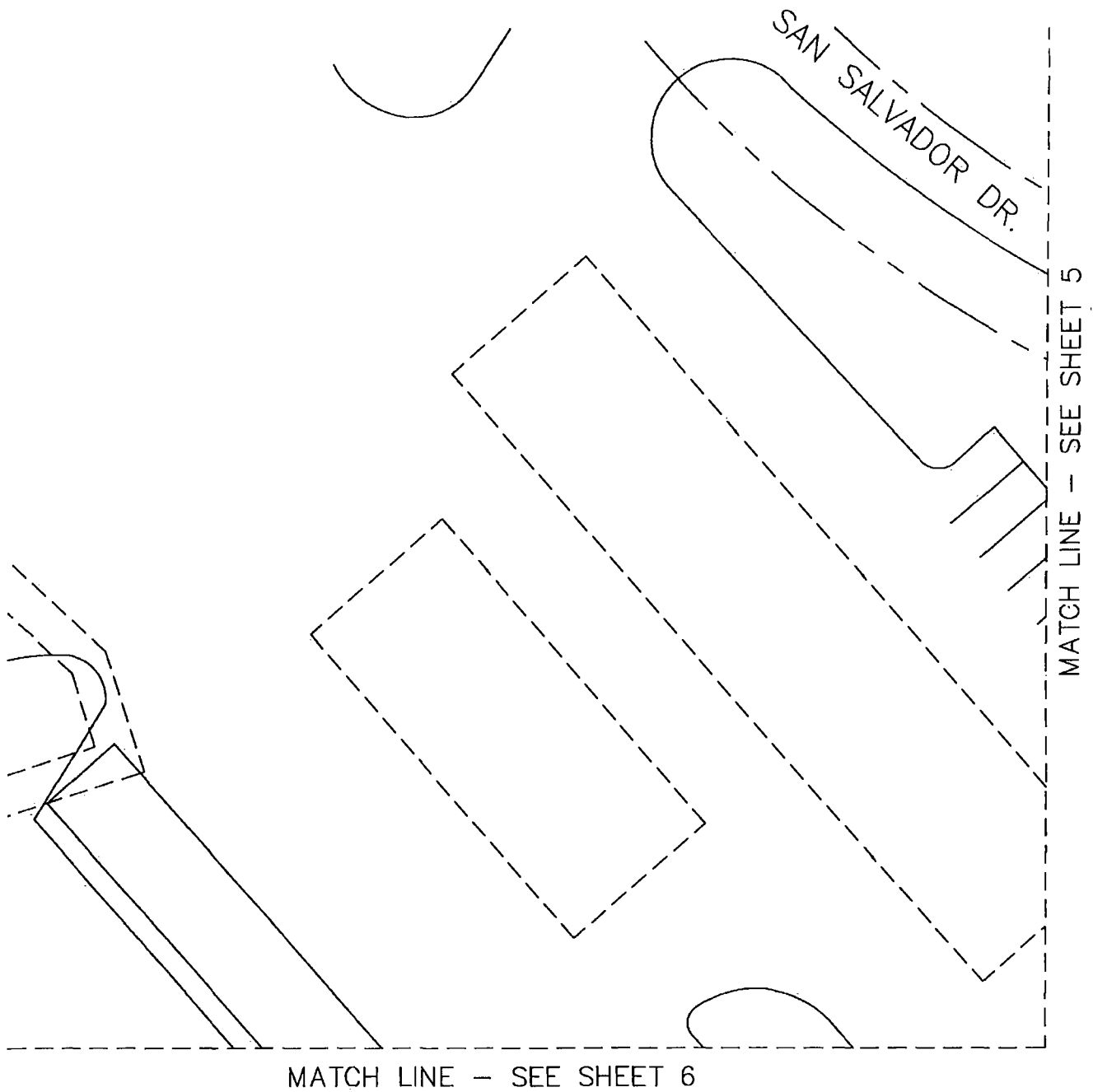
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# BOUNDARY MAP

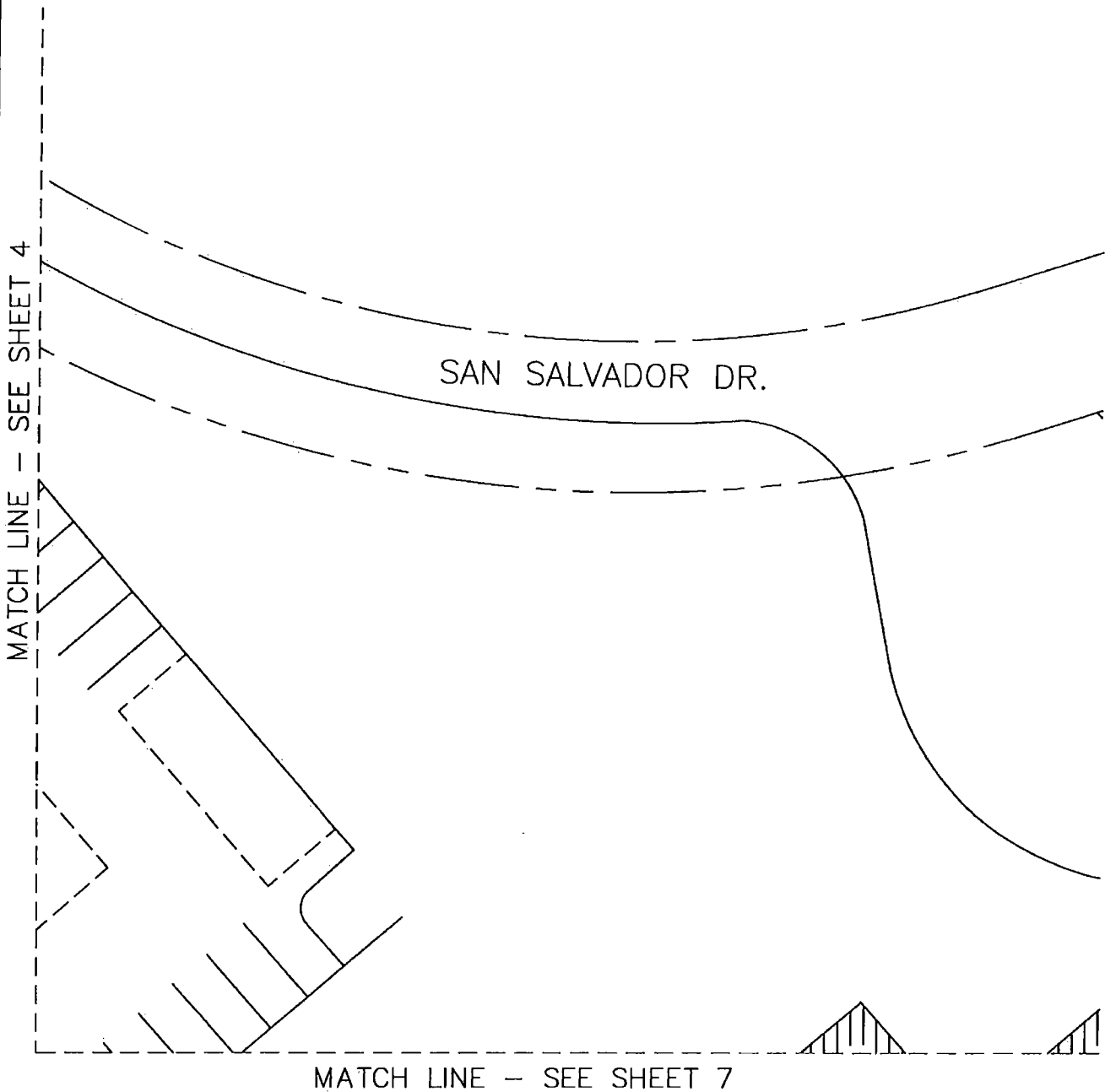


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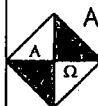
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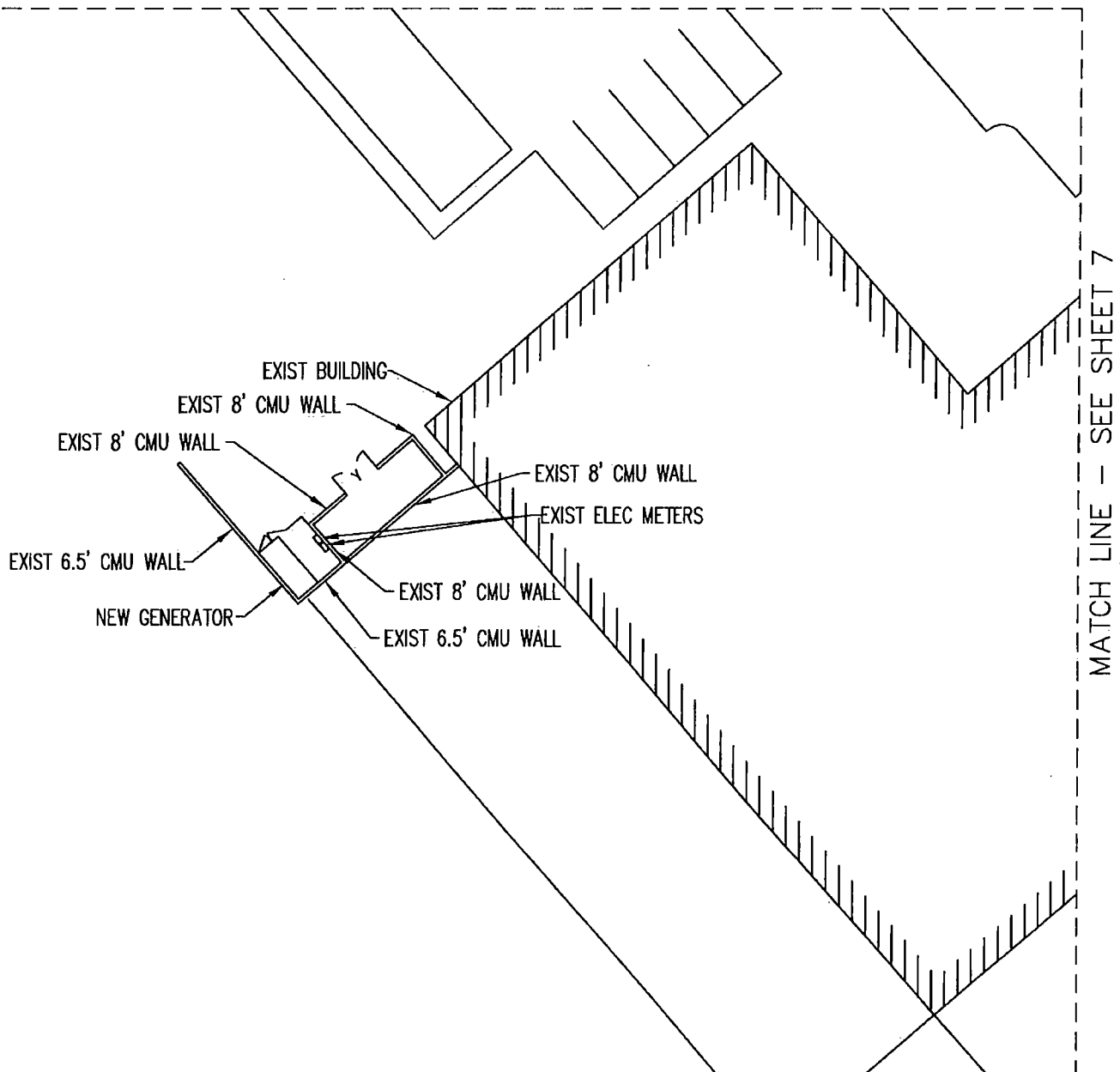
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## BOUNDARY MAP

MATCH LINE — SEE SHEET 4



FA NUMBER: 10118353

USID NUMBER: 93082

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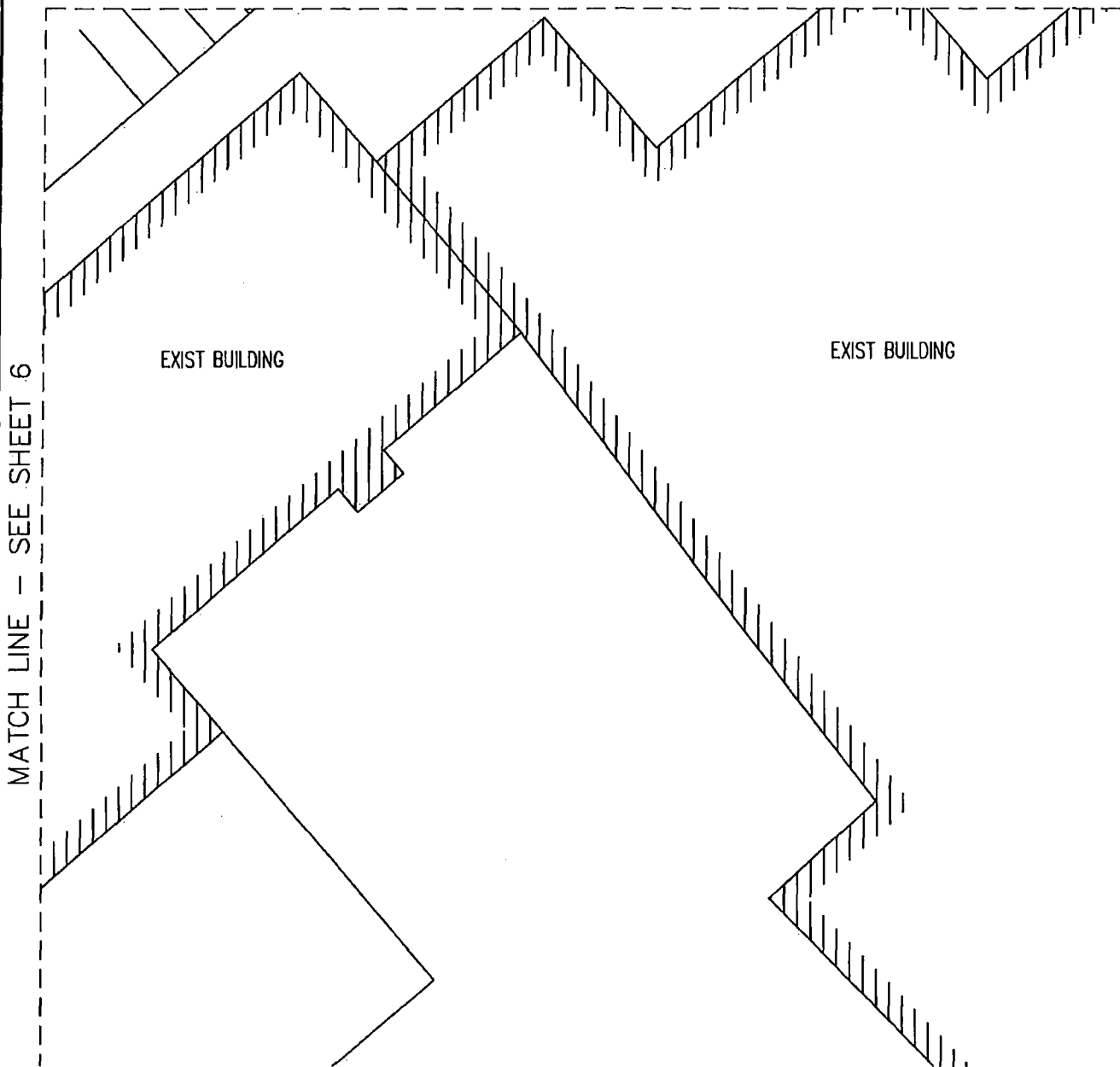
Schedule 3

EXHIBIT C PAGE 6 OF 8

Contract No 2008-153-COS-A2

## BOUNDARY MAP

MATCH LINE — SEE SHEET 5



FA NUMBER: 10118353

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X321 SCOTTSDALE POLICE FACILITY

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85275-0747

OFFICE

MOBILE

(480) 982-0864 (480)330-1782

WILLIAM E. NAU



## **BOUNDARY PLAN LEGEND**

### **① PARCEL/BOUNDARY LEGAL DESCRIPTION**

A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT IN THE SOUTH LINE OF SECTION 30, SAID POINT IS LOCATED FROM THE SOUTHEAST CORNER OF SECTION 30 ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°58'05" WEST 1745.85 FEET TO SAID BEGINNING;  
THENCE FROM SAID BEGINNING STILL ALONG SAME LINE NORTH 89°58'05" WEST 889.44 FEET TO THE SOUTH QUARTER CORNER OF SECTION 30;  
THENCE STILL ALONG SAME NORTH 89°46'51" WEST 706.17 FEET TO A POINT IN SAID SOUTH LINE AND CORNER TO LANDS RETAINED BY OWNER;  
THENCE NORTH 00°13'09" EAST 527.84 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VIA LINDA ROAD (110 FEET WIDE);  
THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VIA LINDA NORTH 72°25'00" EAST 480.00 FEET TO A POINT OF CURVATURE STILL IN SAME;  
THENCE STILL ALONG SAME IN PART AND PARTLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A SERVICE ROAD CURVING TO THE RIGHT WITH A RADIUS OF 20 FEET AND AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SERVICE ROAD (60 FEET WIDE);  
THENCE STILL ALONG SAME SOUTH 17°35'00" EAST 25 FEET TO A POINT OF CURVATURE IN SAME;  
THENCE STILL ALONG SAME CURVING TO THE LEFT WITH A RADIUS OF 265 FEET AND AN ARC DISTANCE OF 416.26 FEET TO A POINT OF TANGENCY IN SAME;  
THENCE STILL ALONG SAME NORTH 72°25'00" EAST 808.86 FEET TO A POINT IN SAME AND IN THE LINE OF LANDS RETAINED BY OWNER;  
THENCE SOUTH 00°01'55" WEST 710.97 FEET TO THE POINT AND PLACE OF BEGINNING.

### **② GENERATOR BOUNDARY LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;  
THENCE NORTH 89°45'48" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, 234.69 FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS NORTH 89°45'48" WEST 1040.07 FEET;  
THENCE DEPARTING SAID SOUTH LINE OF SAID SECTION 30 NORTH 00°14'12" EAST 224.16 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 40°48'58" WEST 12.00 FEET;  
THENCE NORTH 49°11'02" EAST 5.00 FEET;  
THENCE SOUTH 40°48'58" EAST 12.00 FEET;  
THENCE SOUTH 49°11'02" WEST 5.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 60 SQUARE FEET, MORE OR LESS.  
RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

**FA NUMBER: 10118353**

**USID NUMBER: 93082**

**X321 SCOTTSDALE POLICE FACILITY**

**9191 E. SALVADOR DR.  
SCOTTSDALE, AZ 85258**



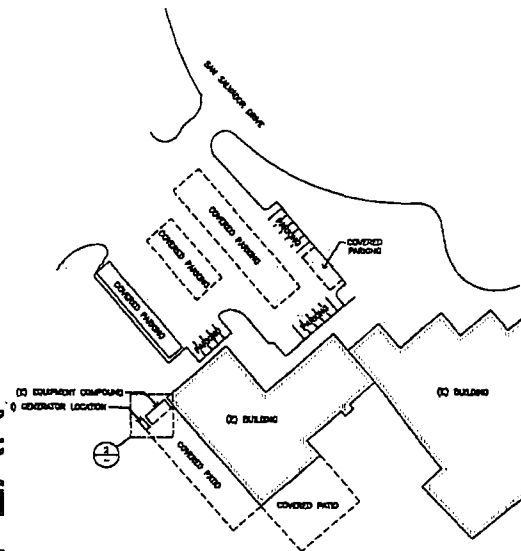
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PHOENIX, AZ 85201  
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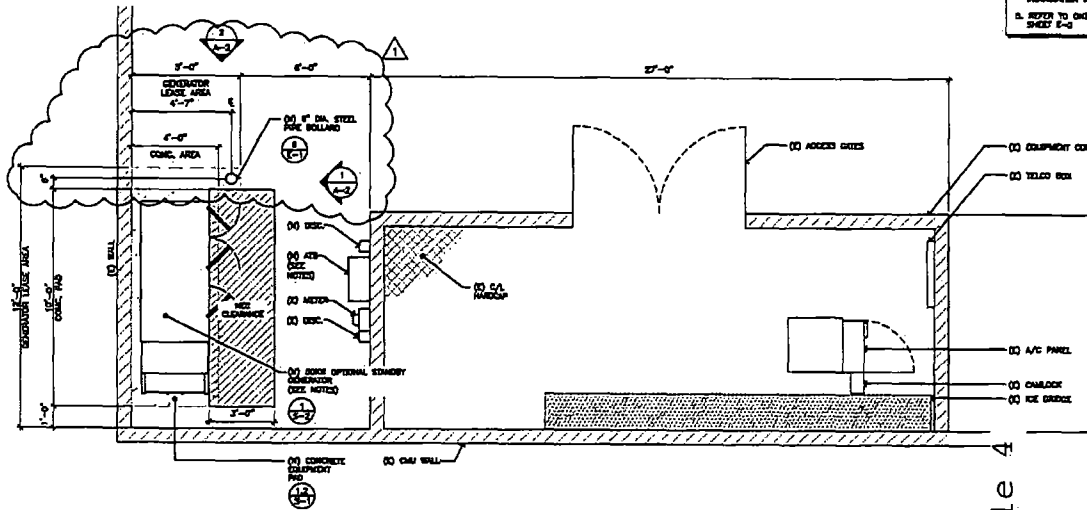


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WILLIAM E. NAU**

# SITE PLAN



GENERAL NOTE:  
1. SITE PLAN RENDERING DERIVED FROM DETAILS  
PROVIDED BY ASSIGNEE PAGE AND INFORMATION  
PROVIDED BY GENERAL DYNAMICS.



GENERATOR NOTE:  
1. G.C. TO INSTALL  
(A) GENERATOR  
IN SECTION 10/11.  
2. G.C. TO VERIFY  
PRIOR TO BIRTH  
3. G.C. TO ENSURE  
1" IN FRONT OF D.  
4. G.C. SHALL BE  
USING MLI FOR  
QUANTITY PER E  
INSTALLATION IS  
5. REFER TO SHEET  
E-10

Schedule 4

Exhibit "D" - Contract No.

Page 1 of 1 2008-153-COS-A2

OVERALL SITE PLAN

NOT TO SCALE

3 ENLARGED SITE PLAN

## SITE WORK GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO:  
A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION
3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
6. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION.
7. THE SUBCONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE SUBCONTRACTOR'S EXPENSE.

8. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
9. THE SUB-GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
10. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL JURISDICTION'S GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
11. THE CONTRACTOR, UPON COMPLETION OF HIS WORK, SHALL PROVIDE AS-BUILT DRAWINGS, INFORMATION SHOULD BE GIVEN TO THE GENERAL CONTRACTOR FOR INCLUSION IN FINAL AS-BUILT SURVEY DOCUMENTS TO BE GIVEN TO THE OWNER.
12. CONTRACTOR SHALL SUPPLY DOCUMENTATION ATTESTING TO THE COMPLETE GROUND SYSTEM'S RESISTIVITY (MAX. 3 OHMS).
13. AN ELECTRICAL INSPECTION SHALL BE MADE BY AN INSPECTING AGENCY APPROVED BY AT & T MOBILITY'S REPRESENTATIVE. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND OBTAIN POWER COMPANY APPROVAL.
14. CONTRACTOR SHALL HAVE ITS AND GENERATOR RELAY INSTALLATION AND CONNECTIONS INSPECTED BY OTHERS TO ENSURE THAT UL LISTING FOR THAT EQUIPMENT IS NOT VOIDED.

NOTES



Clear Blue  
Services

GENERAL DYNAMICS  
Strength On Your Side  
Wireless Services  
6504 SOUTH DATELAND DRIVE  
SUITE B  
TEMPE, AZ 85283  
TOLL FREE 866-442-4423  
PH: (480) 766-2238

PA NUMBER:  
10118253  
USD NUMBER:  
60022  
SITE NAME:  
SCOTTSDALE POLICE FACILITY  
9181 E. SALVADOR DR.  
SCOTTSDALE, AZ 85258



AT&T MOBILITY  
1335 W. UNIVERSITY DRIVE  
MESA, AZ 85207  
NOCC: (800) 638-2822

NO.	DATE	REVISIONS	BY	CHK	APP
3	02/04/15	FINAL SITE SURVEY	SLD	CH	AL
2	11/03/14	PRELIMINARY SITE SURVEY	JG	CH	AL
1	11/03/14	CITY COMMENTS	SLD	JG	AL
0	05/01/14	KEY FINAL CONSTRUCTION DOCUMENTS	LD	SLD	AL



PROFESSIONAL ENGINEER  
JOHN A. SMITH  
STATE OF ARIZONA  
NO. 10118253  
EXPIRATION DATE 12/31/2015

AT&T MOBILITY

OVERALL SITE PLAN

PA CODE	PO NUMBER	REV
10118333	3801807433	A-1 3

21111 V SEE