



## Legislation Text

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**File #:** 12-1650, **Version:** 1

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Resolution to Approve Second Amendment to License Agreement with T-Mobile Central, LLC, as Successor in Interest to Omnipoint Holdings, Inc, to Erect and Use Telecommunications Equipment on the Plymouth Road Water Tower Site

The City entered into a license agreement with Omnipoint Communications Midwest Operations LLC ("Omnipoint"), on June 2, 1999, to install antennae and related facilities on the Plymouth Road Water Tower site. The City and Omnipoint Holdings, Inc., entered into a First Amendment on February 7, 2003, when Omnipoint (under a new name) wanted to add additional equipment.

T-Mobile Central, LLC ("T-Mobile"), the successor to Omnipoint, has asked to amend the license agreement to allow some additional equipment on the site.

Staff has reviewed and approved the plans for the additional equipment and a provision has been added relative to installation design and inspection at T-Mobile's expense. The license fee under the original license agreement with Omnipoint was \$18,000.00 per year, escalated 20% every five (5) years. In 2003 the First Amendment increased the annual license fee to \$26,000 and changed the escalation to 4% every year. T-Mobile has agreed to increase the annual license fee amount by \$1,200 to \$39,686.34, with the \$1,200 amount pro-rated from the first day of the month after construction starts through June 30, 2013. Starting in 2013, the annual escalation date for the license fee will change from Jun 10 to July 1 to conform to the majority of other antenna license agreements and will continue to increase by 4% every year.

The City has added and T-Mobile has agreed to some additional provisions in the license agreement to bring it into conformity with the provisions in license agreements for other cellular antennae by adding the City's standard security protocol and requirements for radiofrequency radiation compliance and testing. Cingular was already required to comply with these provisions, but the additional language makes the obligations clear. Except for updated notice provisions, the remainder of the terms of the June 2, 1999, license agreement, as amended by the February 7, 2003, First Amendment, remain unchanged.

Approval of the second amendment to the license agreement with T-Mobile Central, LLC, for the Plymouth Road Water Tower site is recommended

Prepared by: Abigail Elias, Chief Assistant City Attorney

Reviewed by: Tom Crawford, CFO

Approved by: Steven D. Powers, City Administrator

T-Mobile Central, LLC ("T-Mobile"), Successor in Interest to Omnipoint Holdings, Inc., f/k/a Omnipoint Communications Midwest Operations LLC ("Omnipoint"), has asked to amend the June 2, 1999, license agreement, as amended by the February 7, 2003, First Amendment, to allow some additional equipment on the Plymouth Road Water Tower site;

Whereas, T-Mobile has agreed to the terms of a second amendment to the original license agreement, as previously amended, that would increase the annual license fee to \$39,686.34 per

year, to be escalated 4% every year starting July 1, 2013; and

Whereas, T-Mobile also has agreed to additional terms in the second amendment that bring it into conformity with license agreements for other cellular antennae;

RESOLVED That the City Council approve the T-Mobile Central, LLC, as Successor in Interest to Omnipoint Holdings, Inc., f/k/a Omnipoint Communications Midwest Operations LLC, to Erect and Use Telecommunications Equipment on the Plymouth Road Water Tower Site;

RESOLVED, That the Mayor and City Clerk be authorized to sign the second amendment to license agreement, subject to approval as to substance by the City Administrator and approval as to form by the City Attorney; and

RESOLVED, That the City Administrator be authorized to take any other necessary administrative actions to implement this resolution.