

**Memorandum
Public Works Department**



To: City Manager
Subject: Water Tower Lease Extensions
Date: October 9, 2015
Number: 2015-187

AT&T Wireless signed 4 lease agreements with the City of Rock Island on June 17, 2003, to place cellular antennas on the following water towers:

14th Street 42nd Avenue
24th Street 16th Avenue
36th Street 14th Avenue
38th Street 31st Avenue

The lease agreements are set to expire in September, 2018. The City has renegotiated an Agreement to Extend the leases. The terms of each Agreement to Extend consists of the following terms:

- Each license agreement will be automatically renewed for 3 successive 5 year renewal terms.
- Each license fee will be \$31,200/year (\$2,600/month) for the first renewal term.
- Each license fee will be \$37,440/year (\$3,120/month) for the second renewal term.
- Each license fee will be \$44,928/year (\$3,744/month) for the third renewal term.

Over the duration of each Agreement to Extend this will generate \$567,840 in revenue to the water fund totaling \$2,271,360.

Recommendation

The Public Works Department recommends that the City Council direct the City Manager to sign the attached Agreements to Extend with New Cingular Wireless (successor of AT&T) to continue leasing antenna space on the City's water towers.

Submitted by: Randall D. Tweet, Public Works Director
Michelle Martin, Assistant to the Public Works Director

Approved by: Thomas Thomas, City Manager

**AGREEMENT TO EXTEND
SITE LICENSE AGREEMENT (Municipal Water Tower Attachments)**

This Agreement to Extend Site License Agreement (Municipal Water Tower Attachments), dated as of the latter signature dates below (this "Agreement"), is by and between the City of Rock Island, an Illinois Municipal Corporation ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee"), successor in interest to AT&T Wireless PCS, LLC, a Delaware limited liability company.

The Property known as: Water Tower, 1413 42nd Avenue, Rock Island, IL 61201 (the "Property").

Licensor and Licensee's predecessor in interest entered into that certain Site License Agreement (Municipal Water Tower Attachments) dated June 17, 2003 (the "License"), for the Property.

Comes now Licensor and Licensee, and for good and valuable consideration, the receipt of which is acknowledged by both parties, DO HEREBY AGREE AS FOLLOWS:

Commencing September 24, 2018, the License shall be automatically renewed for three (3) successive five (5) year renewal terms ("Renewal Terms"), upon the same terms and conditions as the License, except that the annual License Fee to be paid by the Licensee to the Licensor for the (i) first Renewal Term shall be Thirty One Thousand Two Hundred and No/100 Dollars (\$31,200.00) each year; (ii) second Renewal Term shall be Thirty Seven Thousand Four Hundred Forty and No/100 Dollars (\$37,440.00) each year; and (iii) third Renewal Term shall be Forty Four Thousand Nine Hundred Twenty Eight and No/100 Dollars (\$44,928.00) each year, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the License at least one hundred twenty (120) days' prior to the expiration of the existing Renewal Term. The Licensor may terminate the License upon giving Licensee one hundred twenty (120) days' prior written notice.

It is the intent of the parties that except for the provisions of this Agreement, all other terms of the License shall remain in full force and effect throughout the Initial Term and all Renewal Term(s) of the License.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Extend Site License Agreement to be effective as of the last date written below .

LICENSOR:

CITY OF ROCK ISLAND,
an Illinois municipal corporation

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

BY: _____

NAME: _____

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The Property known as: Water Tower, 2215 16th Avenue, Rock Island, IL 61201 (the "Property").

Licensor and Licensee's predecessor in interest entered into that certain Site License Agreement (Municipal Water Tower Attachments) dated June 17, 2003 (the "License"), for the Property.

Comes now Licensor and Licensee, and for good and valuable consideration, the receipt of which is acknowledged by both parties, DO HEREBY AGREE AS FOLLOWS:

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By: AT&T Mobility Corporation
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The Property known as: Water Tower, 1405 36th Street, Rock Island, IL 61201 (the "Property").

Licensor and Licensee's predecessor in interest entered into that certain Site License Agreement (Municipal Water Tower Attachments) dated June 17, 2003 (the "License"), for the Property.

Comes now Licensor and Licensee, and for good and valuable consideration, the receipt of which is acknowledged by both parties, DO HEREBY AGREE AS FOLLOWS:

Commencing September 24, 2018, the License shall be automatically renewed for three (3) successive five (5) year renewal terms ("Renewal Terms"), upon the same terms and conditions as the License, except that the annual License Fee to be paid by the Licensee to the Licensor for the (i) first Renewal Term shall be Thirty One Thousand Two Hundred and No/100 Dollars (\$31,200.00) each year; (ii) second Renewal Term shall be Thirty Seven Thousand Four Hundred Forty and No/100 Dollars (\$37,440.00) each year; and (iii) third Renewal Term shall be Forty Four Thousand Nine Hundred Twenty Eight and No/100 Dollars (\$44,928.00) each year, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the License at least one hundred twenty (120) days' prior to the expiration of the existing Renewal Term. The Licensor may terminate the License upon giving Licensee one hundred twenty (120) days' prior written notice.

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The Property known as: Water Tower, 3805 31st Avenue, Rock Island, IL 61201 (the "Property").

Licensor and Licensee's predecessor in interest entered into that certain Site License Agreement (Municipal Water Tower Attachments) dated June 17, 2003 as amended by that certain First Site License Agreement dated January 8, 2015 (collectively, the "License"), for the Property.

Comes now Licensor and Licensee, and for good and valuable consideration, the receipt of which is acknowledged by both parties, DO HEREBY AGREE AS FOLLOWS:

Commencing September 24, 2018, the License shall be automatically renewed for three (3) successive five (5) year renewal terms ("Renewal Terms"), upon the same terms and conditions as the License, except that the annual License Fee to be paid by the Licensee to the Licensor for the (i) first Renewal Term shall be Thirty One Thousand Two Hundred and No/100 Dollars (\$31,200.00) each year; (ii) second Renewal Term shall be Thirty Seven Thousand Four Hundred Forty and No/100 Dollars (\$37,440.00) each year; and (iii) third Renewal Term shall be Forty Four Thousand Nine Hundred Twenty Eight and No/100 Dollars (\$44,928.00) each year, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the License at least one hundred twenty (120) days' prior to the expiration of the existing Renewal Term. The Licensor may terminate the License upon giving Licensee one hundred twenty (120) days' prior written notice.

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