



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/14/2015			
Department:		Policy and Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): Andrea Park x 5113					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas, and Sprint Communications Company, L.P., a Delaware limited partnership, to install, operate and maintain facilities for telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 thru 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	107,590	107,590	107,590
BALANCE	0	0	107,590	107,590	107,590
FUND(S): GENERAL FUND					
<p>COMMENTS: This item would renew a license granted to Sprint that permits the installation, operation and maintenance of Sprint communications equipment at City of Plano facilities for a five year term for approximately \$107,590 depending on the payment method chosen by Sprint. The license allows for three five-year renewals if the City of Plano and Sprint both agree.</p> <p>STRATEGIC PLAN GOAL: Obtaining revenue by granting a license to telecommunications providers to install, operate and maintain equipment at City of Plano facilities relates to the City's goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
A resolution approving the renewal of the Route Specific Communications Facilities License between the City of Plano and Sprint Communications Company, L.P.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Agreement					

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas, and Sprint Communications Company, L.P., a Delaware limited partnership, to install, operate and maintain facilities for telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas and Sprint Communications Company, L.P., a Delaware limited partnership, a substantial copy of which amendment is attached hereto as Exhibit "A" ("Second Amendment") and incorporated herein by reference; and

WHEREAS, the City of Plano and Sprint Communications Company, L.P. entered into a Communications Facilities License on February 5, 2001 ("License") and an Amendment to Route Specific Communications Facilities License on January 19, 2006 ("First Amendment"); and

WHEREAS, the City of Plano and Sprint Communications Company, L.P. desire to further amend the License and First Amendment as set forth in the Second Amendment; and

WHEREAS, upon full review and consideration of the Second Amendment and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee should be authorized to execute the Agreement on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Second Amendment, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his designee is hereby authorized to execute the Second Amendment and all other documents in connection therewith on behalf of the City of Plano.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS

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SECOND AMENDMENT TO ROUTE
SPECIFIC COMMUNICATIONS
FACILITIES LICENSE

COUNTY OF COLLIN

KNOW ALL BY THESE PRESENTS:

This Second Amendment to Route Specific Communications Facilities License ("Second Amendment") is made this ____ day of _____, 2015, by and between the CITY OF PLANO, TEXAS, a home rule municipal corporation (hereinafter referred to as the "CITY") and Sprint Communications Company, L.P., a Delaware limited partnership, d/b/a Sprint (hereinafter referred to as "LICENSEE"), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, CITY and LICENSEE entered into a Route Specific Communications Facilities License dated February 5, 2001 ("License") permitting the installation, operation and maintenance of facilities for housing and operating LICENSEE's communications equipment, including the installation and maintenance of ground equipment (herein called "Structure"); and

WHEREAS, CITY and LICENSEE entered into an Amendment to Route Specific Communications Facilities License dated January 19, 2006 ("First Amendment") which amended certain terms of the License; and

WHEREAS, CITY and LICENSEE entered into a Letter Agreement dated November 23, 2010, which extended the License to February 4, 2016; and

WHEREAS, LICENSEE is a telecommunications company duly authorized to provide certain telecommunications services and LICENSEE and CITY desire to further amend the License and First Amendment as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Term.**

The term of the License is hereby extended for a period of five (5) years, commencing February 5, 2016, and expiring on February 4, 2021 ("Renewal Term") and may thereafter be renewed for up to three additional five (5) year terms upon mutual agreement of the parties, which agreement shall not be entered more than one (1) year prior to the expiration of each successive term.

2. **Cost.**

For the Renewal Term and any subsequent term, LICENSEE shall pay a license fee to CITY as follows:

(a) a lump sum, in advance, for the entire Renewal Term, as calculated by the terms of the First Amendment, which sum for the Renewal Term due February 5, 2016 is \$107,590.08, or

(b) an annual license payment due February 5 of each year of the Renewal Term, with the first payment of \$21,518.02 due February 5, 2016. Each annual payment which comes due shall be increased, at LICENSEE's option, by either three percent (3%) or the CPI-U (Dallas/Ft. Worth) adjustment.

The method of payment (*i.e.*, lump sum or annual payments) shall be at the sole option of LICENSEE, shall be selected at the outset of the Renewal Term and any subsequent term, and shall be binding for the length of each term.

Should the LICENSEE exercise the renewal option(s) following the Renewal Term as referred to in Section 1 above, the license fee for each successive renewal term shall be calculated by increasing the license fee for the previous term by, at LICENSEE's option, either (i) an annual rate of three percent (3%) or (ii) the annual CPI-U (Dallas/Ft Worth) adjustment. The license fee for any successive renewal term will be due in lump sum or annual payments as outlined in Sub-section (b) above, without invoice, upon exercise of the renewal option.

3. **Ratification of License.** Except as is explicitly amended hereby, the License shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, the First Amendment, and as amended by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By authority of Resolution

By:

No. _____

Bruce D. Glasscock
CITY MANAGER

ATTEST:

Lisa Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

LICENSEE:

Jim Farris, Jr.
Sprint Communications Company L.P. a Delaware limited partnership

By: JIM FARRIS
REAL ESTATE MANAGER
(TITLE)

WITNESS:

Teague H Carr
5/11/2015
DATE

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

STATE OF Kansas §
§
COUNTY OF Johnson §

This instrument was acknowledged before me on the 11th day of MAY, 2015 by JIM FARRIS, REAL ESTATE MGR (TITLE) of **Sprint Communications Company L.P.**, a Delaware limited partnership, on behalf of said partnership.

Mary K. Joshi
Notary Public
State of Kansas

Mary K Joshi my commission expires: 3/5/17
Notary Public in and for the State of Kansas