

AN ORDINANCE 2009-06-18-0515

AUTHORIZING AN AMENDMENT TO AN EXISTING LEASE WITH AMERICAN TOWER, INCREASING THE ANNUAL AMOUNT FROM \$15,000.00 TO \$27,120.00, FOR THE INSTALLATION OF AN ANTENNA SYSTEM ON THE 23706 SOUTH BREEZE TOWER.

* * * * *

WHEREAS, the Traffic Signal System Modernization (TSSM) Project will require the installation of wireless network equipment on the tower located at 23706 South Breeze to support the TSSM Project and provide network connections for over 90 traffic intersections; and

WHEREAS, the current lease for tower use at 23706 South Breeze must be amended to affix an additional antenna system for wireless backhaul to complete this project; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The First Amendment to the South Breeze License Agreement is hereby approved. A copy of the amendment is attached hereto and incorporated herein as **Attachment 1**.

SECTION 2. Funding for this ordinance is available as part of the FY09 budget per the table below:

Amount	Cost Center	General Ledger	SAP Fund
\$6,780.00	0905200001	5403025	74001000

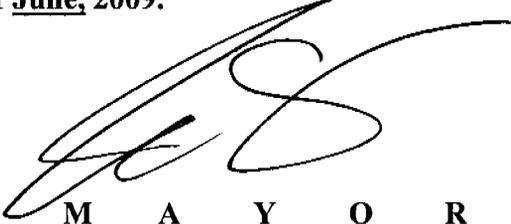
SECTION 3. Payment not to exceed the budgeted amount is authorized to American Tower and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS

Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

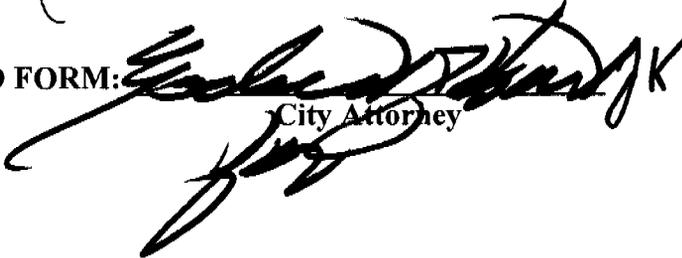
SECTION 5. This Ordinance shall be effective on the tenth day after passage.

PASSED AND APPROVED this 18th day of June, 2009.



M A Y O R
JULIÁN CASTRO

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated February 22, 2001 by and between American Tower, L.P. and City of San Antonio (the "Agreement") is made and entered into as of the latter signature date hereof, by and between Telecom Towers, LLC, a Delaware limited liability company (the "Licensor") and City of San Antonio (the "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain communications tower and owns a certain parcel of land located at 23709 South Breeze Road, San Antonio, TX 78258 more commonly known to Licensor as the South Breeze, TX tower site (the "Tower Site"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Site; and

WHEREAS, Licensee desires to modify its equipment at the Tower Site ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment, the current License Fee payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that Licensee shall have a final installed equipment configuration of Two (2) Alvarion Directional Antennas and Two (2) 3/8" diameter transmission lines at the mount height of Two Hundred Forty Feet (240') centerline AGL; Four (4) Celwave Omni directional Antennas, Two (2) 7/8" diameter transmission lines and Two (2) 1-5/8" diameter transmission lines at the mount height of Three Hundred Thirty Feet (330') centerline AGL.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) June 10, 2009 ("Commencement Date"), the License Fee shall be increased by One Thousand Ten and 00/100 Dollars (\$1,010.00) per

month ("Increased Fee"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Site is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Site on mutually agreeable terms.
- 5) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 6) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:
Telecom Towers, L.L.C.,
a Delaware limited liability company
BY: American Towers, Inc.,
its sole member and manager

LICENSEE:
City of San Antonio

By: _____

By: _____

Name: Richard Rossi

Name: _____

Title: Director, Contract Management

Title: _____

Date: _____

Date: _____

Licensors Site Name/Number: South Breeze, TX / 90322

Licensors Contract Number: SW020289

Licensee Site Name/Number: South Breeze or Marshall Road / 1008663

EXHIBIT A-1