

ORDINANCE NO.: 2021-013

Authorizing City Manager to execute License Agreement with New Cingular Wireless PCS, LLC for use of property at Lower Richland Tank Site

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 16th day of March, 2021 that the City Manager is hereby authorized to execute a License Agreement with New Cingular Wireless PCS, LLC for use of the City's property located at the Lower Richland Tank site at Horrell Hill for ALLTEL's placement of communication equipment.

Requested by:	
Assistant City Manager Shealy Approved by:	Mayor
Vensab. Wilson City Manager	
Approved as to form:	ATTEST:
City Attorney	Criks D. M. Hammond City Clerk

Introduced: 3/2/2021 Final Reading: 3/16/2021

STATE OF SOUTH CAROLINA)	
)	LICENSE AGREEMENT AMENDMENT
COUNTY OF RICHLAND)	(Ordinance No.: 2021-013)

This Amendment of License is entered into by and between the City of Columbia (Licensor) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AB Cellular LA, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 ("Licensee").

This is an amendment of the original License entered into on January 28, 1997, and amended August 14, 2012, whereby Licensee received authorization to install and operate facilities on the Lower Richland Water Tower located at Horrell Hill, Richland County.

WHEREAS Licensee has expressed interest in extending the License term for its facilities on the water tank and Licensor has agreed,

THEREFORE WITNESS THAT the License Agreement is amended and modified as follows:

- 1. Upon execution of the License Agreement Amendment the annual rental during the initial extended 5-year term of License which commences January 29, 2022 will increase to \$35,420.
- 2. The License Agreement may be renewed for five (5) additional consecutive five (5) year terms under the same covenants, terms and conditions contained in the original agreement dated January 28, 1997. This License shall be deemed automatically extended until such time as Licensee gives notice of its intention not to renew.
- 3. The annual License Fee for the extended five (5) year terms shall be as follows:

Extended Term Commencing		Annual License Fee
1st	January, 2027	\$38,962
2nd	January, 2032	\$42,858
3rd	January, 2037	\$47144
4th	January, 2042	\$51,858
5th	January, 2047	\$57,044

4. If this Agreement is extended beyond the 5th extended term and has not been terminated by either party, the Agreement will continue in full force upon the same covenants, terms, and conditions as amended, for a further annual term, and for annual terms thereafter, until terminated by either party. Licensee may terminate this License Agreement after the initial term by providing a minimum of ninety (90) days advance written notice to Licensor of its intention to terminate upon the expiration of the then current term.

5. Notice Information:

Notices. The notice provision set forth in Section 22 of the License Agreement is deleted in its entirety, and the following is inserted in lieu thereof:

That written notice to the parties shall be made by placing such notice in the United States Mail, certified, postage prepaid, return receipt requested, or by a nationally recognized overnight courier, postage prepaid and addressed to the parties listed below. Notices, requests, payments of rent, demands, and other

communications required or permitted hereunder in an electronic form shall be deemed given if sent by electronic mail to the following addresses, with the following identifying information:

If to Licensor, to: City of Columbia, S.C. City Manager Post Office Box 147 Columbia, SC, 29217 If to Licensee, to: TowerNotices@list.att.com

Site Name: Pond, SC Site No. 091-149 Fixed Asset No. 10018790

With a copy to: City of Columbia, S.C. Director of Utilities and Engineering P. O. Box 147 Columbia, SC 29217

Site Name: Pond, SC Site No. 091-149

Fixed Asset No. 10018790

Electronic mail shall be deemed to have been given and received on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received.

6. All other terms of the License Agreement will remain in full force and effect unless specifically modified herein.

IN WITNESS WHEREOF, the parties undersigned have executed this License Agreement Amendment effective as of the day and year of the last signature hereinbelow.

Jensa B. Wilson
Teresa B. Wilson City Manager ::
Cingular Wireless PCS, LLC, laware limited liability company AT&T Mobility Corporation Manager
Len Lindros