

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 26, 2019

AGENDA ITEM NUMBER: _____

17

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE SITE LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM, AS JOINT LANDLORDS, AND NEW CINGULAR WIRELESS PCS, LLC, AS TENANT, FOR THE INSTALLATION OF ANTENNAS, ASSOCIATED CABLES, AND ADDITIONAL TELECOMMUNICATIONS EQUIPMENT (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE:

J. Dudley Watts, Jr. /AMS
COUNTY MANAGER

DATE: September 20, 2019

RESOLUTION AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE SITE LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF WINSTON-SALEM, AS JOINT LANDLORDS, AND NEW CINGULAR WIRELESS PCS, LLC, AS TENANT, FOR THE INSTALLATION OF ANTENNAS, ASSOCIATED CABLES, AND ADDITIONAL TELECOMMUNICATIONS EQUIPMENT (GENERAL SERVICES DEPARTMENT)

WHEREAS Forsyth County and the City of Winston-Salem, North Carolina, as joint landlords, entered into a site lease agreement with New Cingular Wireless PCS, LLC, for a portion of property located at 2915 Fairlawn Dr., Winston-Salem, NC, 27106, for a term of up to twenty-five years, at an initial annual rental amount of \$25,000.00, with a 3% annual increase during the lease term;

WHEREAS New Cingular Wireless PCS, LLC, now desires to amend the site lease agreement to install additional antennas, associated cables, and additional telecommunications equipment, at an increased rental amount of an additional \$1,800.00 annually such that the current rental amount will be \$34,489.85; and

WHEREAS all other terms and conditions are to remain the same;

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Second Amendment to the site lease agreement, consistent with the terms outlined herein, between Forsyth County and the City of Winston-Salem, as Landlords, and New Cingular Wireless PCS, LLC, as Tenant, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The proposed site lease amendment is attached hereto and incorporated herein by reference.

Adopted this 26th day of September 2019.

NORTH CAROLINA

SECOND AMENDMENT TO AGREEMENT CE140329

FORSYTH COUNTY

THE AGREEMENT, made and effective on January 31, 2014, by and between Forsyth County, North Carolina (the "County") and City of Winston-Salem, North Carolina (the "City") as joint Landlords and New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Tenant"), as amended by the First Amendment to Site Lease Agreement, effective September 19, 2017, is hereby amended, effective as of the latter of the signature dates below, by Landlords and the Tenant as follows:

- (1) The following provision shall be added to Section 2 of the Agreement:

Section 2:

The Landlord consents to the installation, removal, and operation of equipment on the Leased Premises as more completely described on attached Exhibit 2-A, which is attached hereto and incorporated by reference.

- (2) The following provision shall be added to Section 4 of the Agreement:

Section 4:

Commencing on the earlier of December 31, 2019, or the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by One Thousand Eight Hundred and no/100 (\$1,800.00) annually to \$34,489.85, subject to annual increases and further adjustments as provided in this Agreement.

- (3) Section 16 is deleted in its entirety and replaced with the following:

Section 16:

All notices, hereunder, must be in writing and shall be deemed validly given if delivered personally or if sent by overnight delivery, certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord:

Harry Wright Jr.
Forsyth County Interagency Communications
201 N. Chestnut Street
Winston-Salem, NC 27101

With a copy to:
County Attorney's Office
Forsyth County
201 N. Chestnut Street
Winston-Salem, NC 27101

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:174-586; Cell Site Name: City of Winston-Salem (NC)
FA No.: 10546251
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Counsel
Re: Cell Site #:174-586; Cell Site Name: City of Winston-Salem (NC)
FA No.: 10546251
208 S. Akard Street
Dallas, TX 75202-4206

(4) Exhibit 1-A is deleted from the Agreement, as amended, in its entirety and replaced with Exhibit 2-A, which is attached and hereby added and incorporated herein.

Except as herein amended, the Agreement attached as Attachment A and incorporated herein by reference remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and City as joint Landlords and the Tenant have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

CITY OF WINSTON-SALEM, NORTH CAROLINA

(SEAL)

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Date: _____

TENANT:
New Cingular Wireless PCS, LLC

(SEAL)

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 2-A

FINAL RF EQUIPMENT SCHEDULE

SECTOR POSITION	FREQUENCY BAND	ANTENNA MAKE/MODEL	RAD CENTER	AZIMUTH	E. TILT	M. TILT	(QTY.) RADIO	(QTY.) TMA	(QTY.) SURGE PROTECTION	(QTY.) CABLES	CABLE LENGTH
A1	LTE 700	COMMSCOPE - SBNHH-1D65B	200'-0"	340°	3°	0°	(1) RRU5-11	-	(1) DC6-48-60-18-8F	(1) FIBER TRUNK (2) DC TRUNKS	225'-0"
A2	LTE 1900/AWS	COMMSCOPE - NNH4-65C-R6 (P)	200'-0"	340°	67/2°	0°	*(1) RRU5 8843 B2/B66A (P)	-	-	-	-
A3	LTE WCS UMTS 1900	KMW - EPBQ-652L8H8	200'-0"	340°	2°	0°	(1) RRU5-11 (RL) (1) RRU5-32	-	-	-	-
A4	-	-	-	-	-	-	-	-	-	-	-
B1	LTE 700	COMMSCOPE - SBNHH-1D65B	200'-0"	110°	4°	0°	(1) RRU5-11	-	(1) DC6-48-60-18-8F	(1) FIBER TRUNK (2) #6 DC TRUNK (P)	225'-0"
B2	LTE 1900/AWS	COMMSCOPE - NNH4-65C-R6 (P)	200'-0"	110°	67/2°	0°	*(1) RRU5 8843 B2/B66A (P)	-	-	-	-
B3	LTE WCS UMTS 1900	KMW - EPBQ-652L8H8	200'-0"	110°	4°	0°	(1) RRU5-11 (RL) (1) RRU5-32	-	-	-	-
B4	-	-	-	-	-	-	-	-	-	-	-
C1	LTE 700	COMMSCOPE - SBNHH-1D65B	200'-0"	240°	7°	0°	(1) RRU5-11	-	(1) DC6-48-60-18-8C (P)	(1) #6 DC TRUNK (P)	225'-0"
C2	LTE 1900/AWS	COMMSCOPE - NNH4-65C-R6 (P)	200'-0"	240°	27/3°	0°	*(1) RRU5 8843 B2/B66A (P)	-	-	-	-
C3	LTE WCS UMTS 1900	KMW - EPBQ-652L8H8	200'-0"	240°	2°	0°	(1) RRU5-11 (RL) (1) RRU5-32	-	-	-	-
C4	-	-	-	-	-	-	-	-	-	-	-
TOTALS		(9) ANTENNAS					(12) RRUS'S	(0) TMA'S	(3) SPD'S	(7) CABLES	

(P) = PROPOSED
 (RL) = RELOCATED
 (I) = INACTIVE
 * = BANDWIDTH IS SHARED

SCOPING NOTES - TOWER

- REMOVE (3) HBXX-6516DS-VTM ANTENNAS
- REMOVE (3) RRU5-12-A2
- ADD (3) NNH4-65C-R6 ANTENNAS
- ADD (3) RRU5 8843 B2/B66A
- ADD (1) DC6-48-60-18-8C
- RRU MOUNTING BRACKETS NEED TO INCLUDE (6) NEW B2B DUAL RRU MOUNTING BRACKETS - SUPPLIED BY AT&T
- SWAP OUT LTE DC DC TRUNK FOR A 6AWG TRUNK
- ADD (2) #6AWG DC POWER TRUNKS
- ADD (1) ALARM CABLE



03/29/19
 RAPHAEL MOHAMED, P.E.
 NORTH CAROLINA NO. 30415

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
03/29/19	CONSTRUCTION	0	RM

DRAWN BY: MAH
 CHECKED BY: JFS
 APPROVED BY: RM
 MNS PROJECT NO: 17463-AEC

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PREPARED FOR:

PREPARED BY:

507 AIRPORT BLVD, SUITE 111
 MORRISVILLE, NC 27560

SITE ID:
174-586

SITE NAME:
CITY OF WINSTON SALEM TOWER

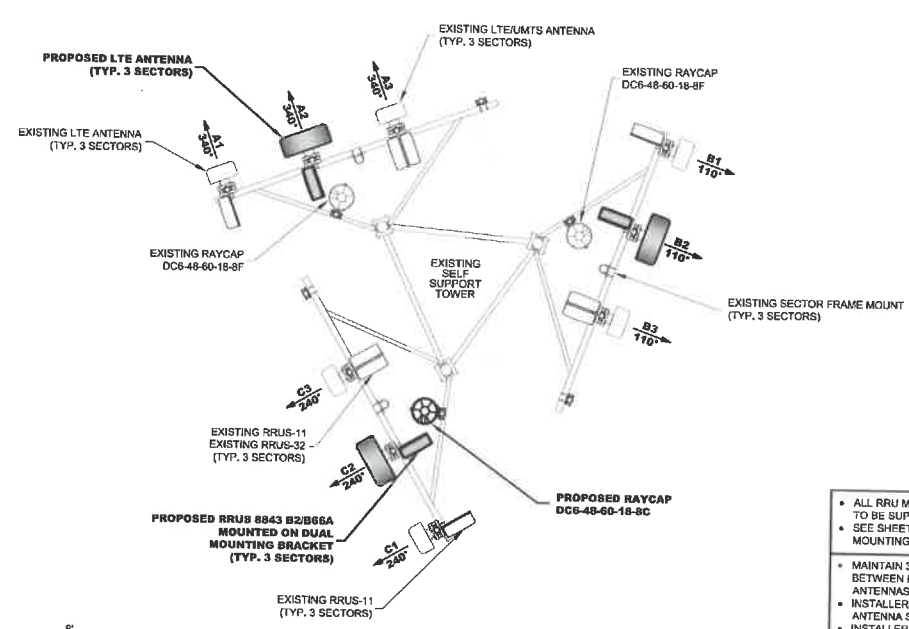
SITE ADDRESS:
**2915 FAIRLAWN DRIVE
 WINSTON-SALEM, NC 27102**

FA LOCATION:
10546251

TOWER OWNER ID:
N/A

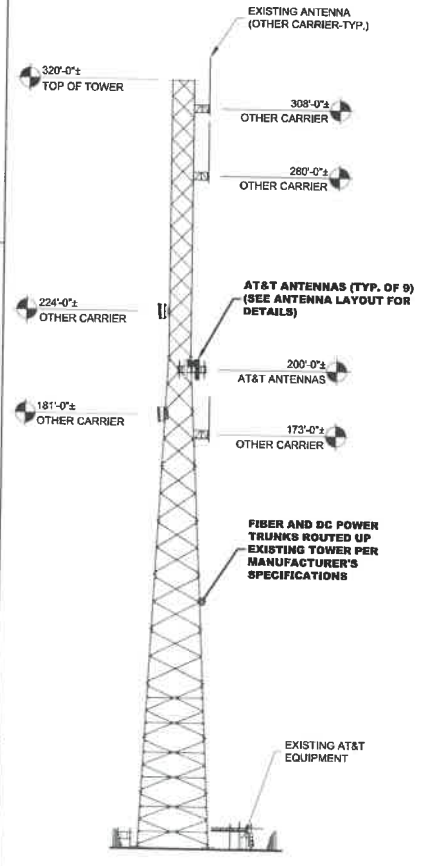
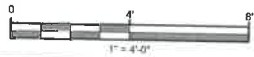
SHEET TITLE
FINAL ANTENNA LAYOUT

SHEET NUMBER
C-3



FINAL ANTENNA LAYOUT
 11"x17" SCALE: 1" = 4'-0"

- NOTES:**
- THE REQUIRED FAA LIGHTING MUST NOT BE BLOCKED IN ANY WAY BY THE ANTENNAS. THE REQUIRED 360° LIGHTING VISIBILITY MUST BE MAINTAINED.
 - ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
 - ALL ANTENNA INFORMATION BASED ON MOST RECENT VERSION OF THIS SITE'S RFDS.



TOWER ELEVATION
 11"x17" SCALE: 1"=50'-0"

- ALL RRU MOUNTING BRACKETS TO BE SUPPLIED BY AT&T
- SEE SHEET C-4 FOR RRU MOUNTING BRACKET DETAILS
- MAINTAIN 3'-0" MIN. SEPARATION BETWEEN FIRSTNET AND LTE 700 ANTENNAS
- INSTALLER TO FIELD VERIFY ANTENNA SEPARATION.
- INSTALLER MAY NEED TO SHIFT ANTENNA MOUNTS AS NEEDED TO OBTAIN REQUIRED MINIMUM SEPARATION BETWEEN ANTENNAS.