

## FOR BOARD ACTION

Agenda Item # 6

Meeting Date:

7/28/09

**SUBJECT:** Amendments to 2005 Master Site Agreement with Verizon Wireless for Antennas on Water Storage Tanks

**PREPARED BY:** Doug Rovang, Senior Civil Engineer

### ITEM DESCRIPTION:

A request has been received from Verizon Wireless LLC (Verizon, hereafter) to amend certain terms of the existing Master Site Agreement dated July 8, 2005. Verizon wishes to remove existing equipment and install upgraded equipment that does not comply with the existing Agreement at the following five sites:

- 1) Willow High Water Tower Site SW
- 2) Country club Standpipe Site NW
- 3) Viola Water Tower Site NE
- 4) Airport Water Tower Site SW
- 5) Parcel at Silver Lake Power Plant Site NE

As the attached proposed Amendments show, the proposed changes to the existing Master Site Agreement mainly involve:

- 1) Installation of larger replacement antennas at the five locations
- 2) A change in number and size of cables at the Airport Tower
- 3) Installation of additional antenna assemblies at the Willow High, Viola, and Airport Towers

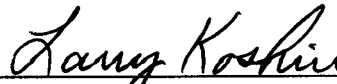
In addition, RPU is requiring written documentation from a registered professional engineer licensed in the State of Minnesota verifying that the antennas and cables will not compromise the structural integrity of the water storage tanks to which they are to be attached.

The 2009 annual rent for each site (\$13,905.22) would remain unchanged because the number of antenna equivalents has not changed. Annual rent thereafter will continue to be based on the Consumer Price Index (CPI-U) to reflect future inflation.

The proposed Amendments have been reviewed by the City Attorney.

### UTILITY BOARD ACTION REQUESTED:

Staff recommends the Utility Board approve the five Verizon proposed Amendments to the 2005 Verizon Master Site Agreement, and request the Mayor and City Clerk to execute the Amendments.

  
General Manager

7-23-09  
Date

## FIRST AMENDMENT TO MASTER SITE AGREEMENT

**THIS FIRST AMENDMENT TO MASTER SITE AGREEMENT (“Amendment”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Rochester, a Minnesota municipal corporation (“Lessor”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (“Lessee”), (collectively, the “Parties”).

**WHEREAS**, on July 8, 2005, Lessor and Lessee entered into a Master Site Agreement (“Lease”) covering eight discreet Sites; and

**WHEREAS**, pursuant to the Lease, Lessee has non-exclusive possession of a portion of the Leased Premises described in the Lease, at the Site (among others), located at 1020 38<sup>th</sup> Street SW, Rochester, Minnesota; and

**WHEREAS**, the Parties desire to amend the Lease to accurately describe the addition to and modification of the equipment on the Leased Premises at the above-named Site.

**NOW THEREFORE**, in consideration of the terms and conditions of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Defined Terms and Conflict**. Any capitalized term used, but not defined, in this Amendment shall be deemed to have the meaning ascribed to that term in the Lease. In the event of any conflict between the terms and provisions of the Lease and those of this Amendment, the terms and provisions of this Amendment shall control, in all events.
2. Exhibit “F” is hereby deleted from the Lease and replaced with Exhibit “F-1”, attached hereto and incorporated herein. All references to Exhibit “F” in the Lease are hereafter references to Exhibit “F-1”. Also, the first parenthetical phrase in Paragraph 1.c. of the Lease is hereby deleted in its entirety and replaced with the following:

“(each antenna assembly not-to-exceed 12.5” wide x 98” high, and total number of antenna assemblies not to exceed twelve)”.

3. The following is added at the end of Paragraph 1.c. of the Lease:

“Lessee shall provide to CITY written documentation from a registered professional engineer licensed in the State of Minnesota verifying that the replacement antennas and cables to be installed in 2009 do not compromise the integrity of the CITY’s water storage infrastructure to which the antennas and cables are to be attached.”.

Site Name: Willow ROC011

Location No: 162861

Except as provided in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**LESSOR:**

**City of Rochester**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: General Manager, Rochester Public Utilities

Approved as to form: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorney

Date: \_\_\_\_\_

**LESSEE:**

**Verizon Wireless (VAW), LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Beth Ann Drohan  
Title: Area Vice President Network

Date: \_\_\_\_\_

Site Name: Willow ROC011  
Location No: 162861

**ACKNOWLEDGMENTS**

STATE OF MINNESOTA     )  
  )    ss.  
COUNTY OF OLMSTED         )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and upon oath acknowledged that they are the Mayor, City  
Clerk, City Attorney and General Manager of Public Utilities, respectively, of the City of Rochester,  
Minnesota, and that being duly authorized, they executed the foregoing instrument on behalf of the City, for  
the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  )    ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared Beth Ann Drohan and upon oath  
acknowledged that she is the Area Vice President Network of Verizon Wireless (VAW), LLC d/b/a Verizon  
Wireless, and that being duly authorized, she executed the foregoing instrument on behalf of the limited  
liability company, for the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

Site Name: Willow ROC011  
Location No: 162861

**EXHIBIT "F-1"**

**Antenna locations**  
**on**  
**Structure**

*[See attached drawing]*

**SECOND AMENDMENT TO MASTER SITE AGREEMENT**

**THIS SECOND AMENDMENT TO MASTER SITE AGREEMENT (“Amendment”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Rochester, a Minnesota municipal corporation (“Lessor”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (“Lessee”), (collectively, the “Parties”).

**WHEREAS**, on July 8, 2005, Lessor and Lessee entered into a Master Site Agreement (“Lease”) covering eight discreet Sites; and

**WHEREAS**, pursuant to the Lease, Lessee has non-exclusive possession of a portion of the Leased Premises described in the Lease, at the Site (among others), located at 4040 Seventh Place NW, Rochester, Minnesota; and

**WHEREAS**, the Parties desire to amend the Lease to accurately describe the addition to and modification of the equipment on the Leased Premises at the above-named Site.

**NOW THEREFORE**, in consideration of the terms and conditions of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Any capitalized term used, but not defined, in this Amendment shall be deemed to have the meaning ascribed to that term in the Lease. In the event of any conflict between the terms and provisions of the Lease and those of this Amendment, the terms and provisions of this Amendment shall control, in all events.
2. Exhibit “H” is hereby deleted from the Lease and replaced with Exhibit “H-1”, attached hereto and incorporated herein. All references to Exhibit “H” in the Lease are hereafter references to Exhibit “H-1”. Also, the first parenthetical phrase in Paragraph 1.d. of the Lease is hereby deleted in its entirety and replaced with the following:

“(each antenna assembly not-to-exceed 12.5” wide x 98” high)”.

Except as provided in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

Site Name: Victory ROC012

Location No: 162855

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**LESSOR:**

**City of Rochester**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: City Clerk

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: General Manager, Rochester Public Utilities

Approved as to form: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_

**LESSEE:**

**Verizon Wireless (VAW), LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_

Beth Ann Drohan

Title: Area Vice President Network

Date: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF MINNESOTA     )  
  )    ss.  
COUNTY OF OLMSTED         )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and upon oath acknowledged that they are the Mayor, City  
Clerk, City Attorney and General Manager of Public Utilities, respectively, of the City of Rochester,  
Minnesota, and that being duly authorized, they executed the foregoing instrument on behalf of the City, for  
the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_

[SEAL]

\_\_\_\_\_

Notary Public

STATE OF ILLINOIS     )  
  )    ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared Beth Ann Drohan and upon oath  
acknowledged that she is the Area Vice President Network of Verizon Wireless (VAW), LLC d/b/a Verizon  
Wireless, and that being duly authorized, she executed the foregoing instrument on behalf of the limited  
liability company, for the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_

[SEAL]

\_\_\_\_\_

Notary Public



Site Name: Victory ROC012  
Location No: 162855

**EXHIBIT "H-1"**

**Antenna locations**  
**on**  
**Structure**

*[See attached drawing]*

### **THIRD AMENDMENT TO MASTER SITE AGREEMENT**

**THIS THIRD AMENDMENT TO MASTER SITE AGREEMENT (“Amendment”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Rochester, a Minnesota municipal corporation (“Lessor”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (“Lessee”), (collectively, the “Parties”).

**WHEREAS**, on July 8, 2005, Lessor and Lessee entered into a Master Site Agreement (“Lease”) covering eight discreet Sites; and

**WHEREAS**, pursuant to the Lease, Lessee has non-exclusive possession of a portion of the Leased Premises described in the Lease, at the Site (among others), located at 3180 Viola Road NE, Rochester, Minnesota; and

**WHEREAS**, the Parties desire to amend the Lease to accurately describe the addition to and modification of the equipment on the Leased Premises at the above-named Site.

**NOW THEREFORE**, in consideration of the terms and conditions of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Any capitalized term used, but not defined, in this Amendment shall be deemed to have the meaning ascribed to that term in the Lease. In the event of any conflict between the terms and provisions of the Lease and those of this Amendment, the terms and provisions of this Amendment shall control, in all events.
2. Exhibit “J” is hereby deleted from the Lease and replaced with Exhibit “J-1”, attached hereto and incorporated herein. All references to Exhibit “J” in the Lease are hereafter references to Exhibit “J-1”. Also, Paragraph 1.e. of the Lease is hereby deleted in its entirety and replaced with the following:

“e. ROC017 (Viola Water Tower Site NE). Located at 3180 Viola Road NE. Real property comprised of approximately three hundred fifty (350) square feet of land, water tower (“Structure”) exterior space at the top of the water storage spheroid for attachment of twelve (12) antenna equivalents (each antenna assembly not-to-exceed 12.5” wide x 98” high, and total number of antenna assemblies not to exceed twelve), space required for twelve (12) cable runs (each not to exceed 1-5/8” in diameter with transition to ½” jumpers installed from within the top of the dry riser to antenna assemblies) to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, and a non-exclusive easement across CITY’s property for access in or upon CITY’s Property. CITY’s Property is legally described and Leased Premises are shown in relationship to CITY’s Property on Exhibit “I” attached hereto, and the location of the antennas are shown on Exhibit “J-1” attached hereto. Lessee

Site Name: Century ROC017

Location No: 162877

shall provide written documentation from a registered professional engineer licensed in the State of Minnesota verifying that the replacement antennas and cables to be installed in 2009 do not compromise the integrity of the CITY's water storage infrastructure to which the antennas and cables are to be attached.”.

Except as provided in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**LESSOR:**

**City of Rochester**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: General Manager, Rochester Public Utilities

Approved as to form: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorney

Date: \_\_\_\_\_

**LESSEE:**

**Verizon Wireless (VAW), LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Beth Ann Drohan  
Title: Area Vice President Network

Date: \_\_\_\_\_

Site Name: Century ROC017  
Location No: 162877

**ACKNOWLEDGMENTS**

STATE OF MINNESOTA     )  
  )   ss.  
COUNTY OF OLMSTED     )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ and upon oath acknowledged that they are the Mayor, City  
Clerk, City Attorney and General Manager of Public Utilities, respectively, of the City of Rochester,  
Minnesota, and that being duly authorized, they executed the foregoing instrument on behalf of the City, for  
the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  )   ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared Beth Ann Drohan and upon oath  
acknowledged that she is the Area Vice President Network of Verizon Wireless (VAW), LLC d/b/a Verizon  
Wireless, and that being duly authorized, she executed the foregoing instrument on behalf of the limited  
liability company, for the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

Site Name: Century ROC017  
Location No: 162877

**EXHIBIT "J-1"**

**Antenna locations**  
**on**  
**Structure**

*[See attached drawing]*

**REVISED**

**FOURTH AMENDMENT TO MASTER SITE AGREEMENT**

**THIS FOURTH AMENDMENT TO MASTER SITE AGREEMENT** (“Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Rochester, a Minnesota municipal corporation (“Lessor”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (“Lessee”), (collectively, the “Parties”).

**WHEREAS**, on July 8, 2005, Lessor and Lessee entered into a Master Site Agreement (“Lease”) covering eight discreet Sites; and

**WHEREAS**, pursuant to the Lease, Lessee has non-exclusive possession of a portion of the Leased Premises described in the Lease, at the Site (among others), located at 7037 11<sup>th</sup> Avenue SW, Rochester, Minnesota; and

**WHEREAS**, the Parties desire to amend the Lease to accurately describe the addition to and modification of the equipment on the Leased Premises at the above-named Site.

**NOW THEREFORE**, in consideration of the terms and conditions of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Any capitalized term used, but not defined, in this Amendment shall be deemed to have the meaning ascribed to that term in the Lease. In the event of any conflict between the terms and provisions of the Lease and those of this Amendment, the terms and provisions of this Amendment shall control, in all events.
2. Exhibit “N” is hereby deleted from the Lease and replaced with Exhibit “N-1”, attached hereto and incorporated herein. All references to Exhibit “N” in the Lease are hereafter references to Exhibit “N-1”.
3. Paragraph 1.g. of the Lease is hereby deleted in its entirety and replaced with the following:

“g. **ROC023 (Airport Water Tower Site SW)**. Located at 7037 11<sup>th</sup> Avenue SW. Real Property comprised of approximately three-hundred-fifty (350) square feet of land, water tower (“Structure”), exterior space at the top of the water storage spheroid for attachment of 12 antenna equivalents (each antenna assembly not-to-exceed 12.5” wide x 98” high, and total number of antenna assemblies not to exceed nine), space required for nine (9) cable runs (each not to exceed 1-5/8” diameter with transition to ½” jumpers installed from within the top of the dry riser to antenna assemblies) to connect equipment and antennas, non-exclusive easements required to run utility lines/cables, and a non-exclusive easement across CITY’s Property for access in or upon the CITY’s Property. CITY’s Property for this Site is legally described and Lease Premises are shown in relationship to CITY’s property in Exhibit “M” attached hereto, and the locations of the antennas on the Structure are depicted in Exhibit “N”

Site Name: RST ROC023  
Location No: 162866

attached hereto. Lessee shall provide to CITY written documentation from a registered professional engineer licensed in the State of Minnesota verifying that the replacement antennas and cables to be installed in 2009 do not compromise the integrity of the CITY's water storage infrastructure to which the antennas and cables are to be attached."

Except as provided in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**LESSOR:**

**City of Rochester**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: General Manager, Rochester Public Utilities

Approved as to form: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorney

Date: \_\_\_\_\_

**LESSEE:**

**Verizon Wireless (VAW), LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Beth Ann Drohan  
Title: Area Vice President Network

Date: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF MINNESOTA     )  
  )    ss.  
COUNTY OF OLMSTED         )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and upon oath acknowledged that they are the Mayor, City  
Clerk, City Attorney and General Manager of Public Utilities, respectively, of the City of Rochester,  
Minnesota, and that being duly authorized, they executed the foregoing instrument on behalf of the City, for  
the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  )    ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared Beth Ann Drohan and upon oath  
acknowledged that she is the Area Vice President Network of Verizon Wireless (VAW), LLC d/b/a Verizon  
Wireless, and that being duly authorized, she executed the foregoing instrument on behalf of the limited  
liability company, for the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public



**EXHIBIT "N-1"**

**Antenna locations**  
**on**  
**Structure**

*[See attached drawing]*

## **FIFTH AMENDMENT TO MASTER SITE AGREEMENT**

**THIS FIFTH AMENDMENT TO MASTER SITE AGREEMENT (“Amendment”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Rochester, a Minnesota municipal corporation (“Lessor”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company (“Lessee”), (collectively, the “Parties”).

**WHEREAS**, on July 8, 2005, Lessor and Lessee entered into a Master Site Agreement (“Lease”) covering eight discreet Sites; and

**WHEREAS**, pursuant to the Lease, Lessee has non-exclusive possession of a portion of the Leased Premises described in the Lease, at the Site (among others), located at 108 4<sup>th</sup> Street NE, Rochester, Minnesota; and

**WHEREAS**, the Parties desire to amend the Lease to accurately describe the addition to and modification of the equipment on the Leased Premises at the above-named Site.

**NOW THEREFORE**, in consideration of the terms and conditions of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Any capitalized term used, but not defined, in this Amendment shall be deemed to have the meaning ascribed to that term in the Lease. In the event of any conflict between the terms and provisions of the Lease and those of this Amendment, the terms and provisions of this Amendment shall control, in all events.
2. Exhibit “P” is hereby deleted from the Lease and replaced with Exhibit “P-1”, attached hereto and incorporated herein. All references to Exhibit “P” in the Lease are hereafter references to Exhibit “P-1”. Also, the first parenthetical phrase in Paragraph 1.h. of the Lease is hereby deleted in its entirety and replaced with the following:

“(each antenna assembly not-to-exceed 15.2” wide x 94.5” high)”.

3. The following is added at the end of Paragraph 1.h. of the Lease:

“Lessee shall provide to CITY written documentation from a registered professional engineer licensed in the State of Minnesota verifying that the replacement antennas and cables to be installed in 2009 do not compromise the integrity of the CITY’s water storage infrastructure to which the antennas and cables are to be attached.”.

Site Name: Rochester ROC028  
Location No: 162874

Except as provided in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first above written.

**LESSOR:**

**City of Rochester**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: General Manager, Rochester Public Utilities

Approved as to form: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorney

Date: \_\_\_\_\_

**LESSEE:**

**Verizon Wireless (VAW), LLC d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Beth Ann Drohan  
Title: Area Vice President Network

Date: \_\_\_\_\_

Site Name: Rochester ROC028  
Location No: 162874

**ACKNOWLEDGMENTS**

STATE OF MINNESOTA     )  
  )   ss.  
COUNTY OF OLMSTED         )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ and upon oath acknowledged that they are the Mayor, City  
Clerk, City Attorney and General Manager of Public Utilities, respectively, of the City of Rochester,  
Minnesota, and that being duly authorized, they executed the foregoing instrument on behalf of the City, for  
the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  )   ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared Beth Ann Drohan and upon oath  
acknowledged that she is the Area Vice President Network of Verizon Wireless (VAW), LLC d/b/a Verizon  
Wireless, and that being duly authorized, she executed the foregoing instrument on behalf of the limited  
liability company, for the purposes contained therein.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public

Site Name: Rochester ROC028  
Location No: 162874

**EXHIBIT "P-1"**

**Antenna locations**  
**on**  
**Structure**

*[See attached drawing]*



**REVISED**

## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve the attached five Amendments to the 2005 Verizon Master Site Agreement with Verizon Wireless LLC, and to request that the Mayor and the City Clerk execute the five Amendments for

First Amendment: Increasing the size of replacement antennas, and increasing the allowable number of antenna assemblies from six to twelve at the Willow High Water Tower site SW.

Second Amendment: Increasing the size of replacement antennas at the Country Club Standpipe Site NW.

Third Amendment: Increasing the size of replacement antennas, increasing the allowable number of antenna assemblies from six to twelve, and correcting previous antenna location description errors at the Viola High Water Tower site NE.

Fourth Amendment: Increasing the size of replacement antennas, changing the allowable number and size of cables, and increasing the allowable number of antenna assemblies from six to twelve at the Airport Water Tower site SW.

Fifth Amendment: Increasing the size of replacement antennas at the Silver Lake Plant site Ne.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 28th day of July, 2009.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary