

CITY COUNCIL REPORT



Meeting Date: June 23, 2026
General Plan Element: *Public Services and Facilities*
General Plan Goal: *Protect regional transportation networks*

ACTION

Scottsdale Road and Dynamite Intersection Traffic Pole Telecommunication Agreement. Adopt Resolution No. 13686 to authorize Telecommunications Pole Reimbursement Agreement No. 2026-076-COS between AT&T and the City for installation of a signal pole capable of supporting a future wireless communication facility in the amount of \$152,051.04. This pole is included within the roadway construction plans for Scottsdale Road – Jomax Road to Dixileta Drive (PS 2005).

BACKGROUND

The purpose of this action is to authorize the city to enter into a reimbursement agreement with AT&T for the construction of a new traffic signal pole at the southwest corner of N Scottsdale Road and E Dynamite Boulevard that will be capable of supporting installation of a future AT&T wireless communication facility (WCF). Improvements include conduit, pull box, conductor, a unique traffic signal foundation, pole, mast arm, and related traffic signal equipment.

AT&T has had a WCF collocated on the existing traffic signal pole at this location since 2005. City staff informed AT&T that the existing conditions of the intersection, including signal poles, will be changing with the street improvement project. AT&T has relocated its antennas from the existing signal pole to a temporary pole to be out of the way of construction. AT&T has completed a design for the ultimate location of its antennas and associated ground-mounted equipment based on the final street improvements.

To avoid AT&T having to install a secondary pole designed to support WCF antennas, City staff is requesting approval of Contract No. 2026-076-COS, allowing the city's contractor to install a signal pole capable of supporting a WCF during construction of the intersection. AT&T will reimburse the city \$152,051.04 prior to installing its wireless facility equipment. This amount is exclusive of the WCF equipment, which shall be provided separately by AT&T.

ANALYSIS & ASSESSMENT

Recent Staff Action

On September 24, 2024, Council authorized IFB-062024-182 (Resolution 13188) with Hunter Contracting Company for the improvements of Scottsdale Road from Jomax Road to Dixileta Drive, including a roundabout at Dynamite Boulevard. On February 13, 2026, a change order was authorized, modifying the Scottsdale Road/Dynamite Blvd intersection to a signalized intersection that can support AT&T's antennas and reduce the number of poles at the southwest corner.

This modified pole has been designed and approved by the city's engineering team and accepted by AT&T as appropriate for their antenna.

RESOURCE IMPACTS

Available funding

This Council action authorizes receipt of funds from AT&T, a private utility, as a one-time reimbursement with no future city expenditures.

Staffing, Workload Impact

The contract administrator, responsible for enforcing all contract provisions, will be Derek Rogers, Senior Project Manager, Transportation and Infrastructure.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13686 to authorize:

Telecommunications Pole Reimbursement Agreement No. 2026-076-COS between AT&T and the City for installation of a signal pole capable of supporting a future wireless communication facility in the total amount of \$152,051.04, included within the roadway construction plans for Scottsdale Road – Jomax Road to Dixileta Drive (PS 2005).

Proposed Next Steps

Upon Council approval, the pole will be installed in September, and the project team will continue utility coordination as required by the reimbursement agreement.

Public outreach and community involvement are ongoing. The contractor's outreach coordinator will continue sending email updates and managing the project hotline and website to provide timely information to the public.

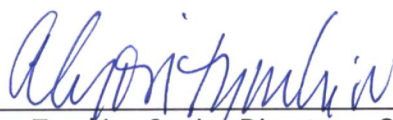
RESPONSIBLE DEPARTMENT(S)

Transportation and Infrastructure

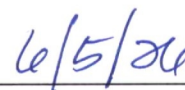
STAFF CONTACT(S)

Derek Rogers, Senior Project Manager, 480-312-7637, derogers@scottsdaleaz.gov

APPROVED BY



Alison Tymkiw, Senior Director – City Engineer,
Transportation and Infrastructure
480-312-7760, ATymkiw@scottsdaleaz.gov



Date



Scott Selin, Budget Director
(For Financial Policies Compliance and Budget Appropriation)
480-312-2603, SSelin@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution 13686
2. Location Map
3. AT&T Reimbursement Contract 2026-076-COS

RESOLUTION NO. 13686

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA APPROVING TELECOMMUNICATIONS POLE REIMBURSEMENT AGREEMENT NO. 2026-076-COS BETWEEN AT&T AND THE CITY FOR INSTALLATION OF A SIGNAL POLE CAPABLE OF SUPPORTING A FUTURE WIRELESS COMMUNICATION FACILITY, IN THE AMOUNT OF \$152,041.04, TO BE INCLUDED WITHIN THE ROADWAY CONSTRUCTION PLANS FOR SCOTTSDALE ROAD – JOMAX ROAD TO DIXILETA DRIVE (PS 2005).

WHEREAS, the City has an ongoing construction project for Scottsdale Road – Jomax Road to Dixileta Drive (PS 2005); and

WHEREAS, the City has previously entered IFB-062024-182 with Hunter Contracting Company for construction services; and

WHEREAS, the scope of work presents an opportunity to increase construction efficiency and reduce impacts by coordinating installation of facilities with utility and telecommunications providers;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Telecommunications Pole Reimbursement Agreement No. 2026-076-COS between AT&T and the City for installation of a signal pole capable of supporting a future wireless communication facility in the amount of \$152,051.04, to be included within the roadway construction plans for Scottsdale Road – Jomax Road to Dixileta Drive (PS 2005).

Section 2. The City Manager and City Treasurer, or their designees, are authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2026.

CITY OF SCOTTSDALE, an
Arizona municipal corporation


ATTEST:

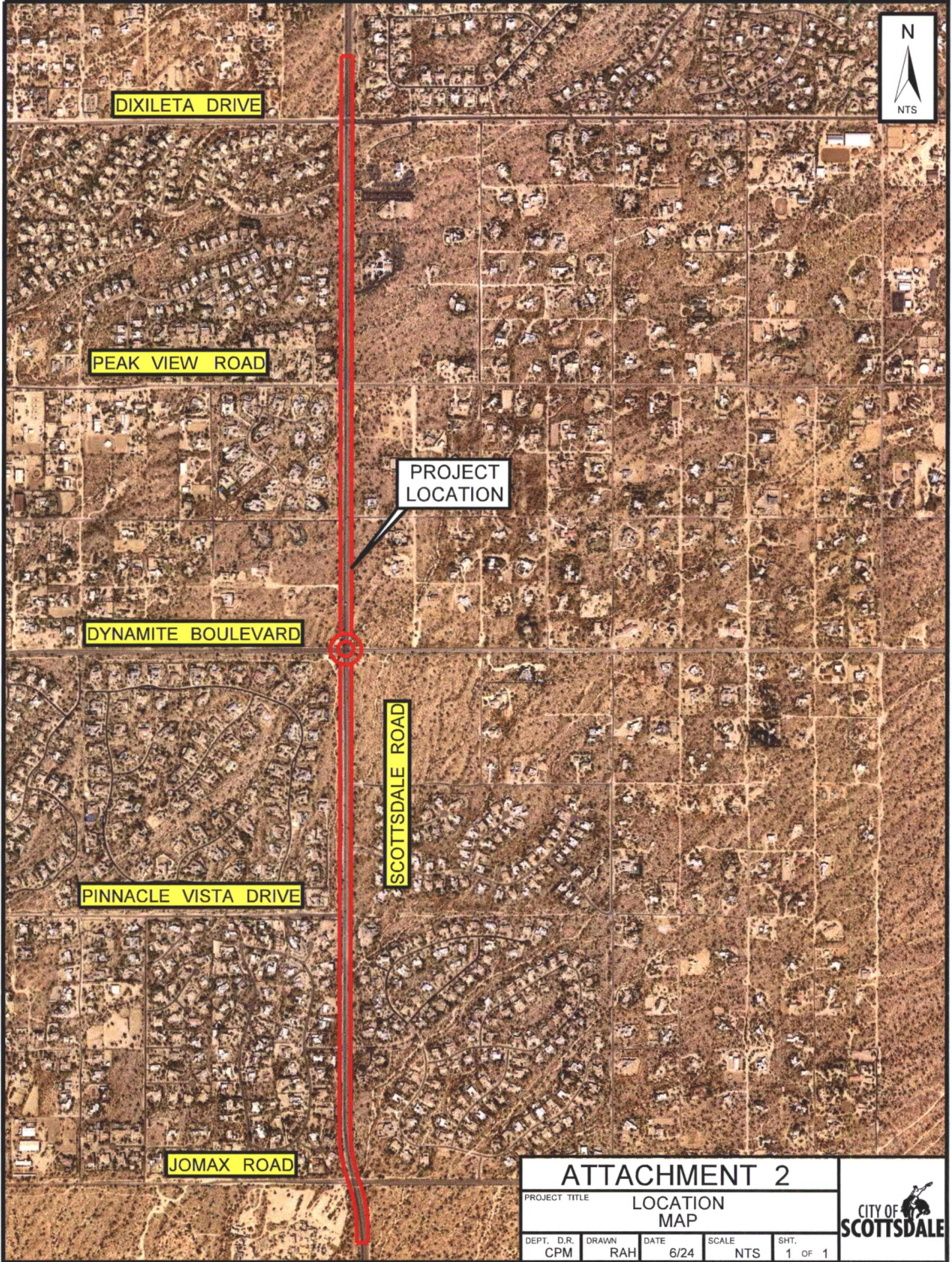
By: _____
Ben Lane, City Clerk

By: _____
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Luis E. Santaella, City Attorney
By: Jennifer Fernandez, Assistant City Attorney



PROJECT LOCATION

DIXILETA DRIVE

PEAK VIEW ROAD

DYNAMITE BOULEVARD

SCOTTSDALE ROAD

PINNACLE VISTA DRIVE

JOMAX ROAD



ATTACHMENT 2

PROJECT TITLE LOCATION MAP

DEPT. CPM	D.R. RAH	DATE 6/24	SCALE NTS	SHT. 1 OF 1
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TRAFFIC SIGNAL POLE REIMBURSEMENT AGREEMENT
2026-076-COS; Reso No. 13686

This Reimbursement Agreement ("Agreement") is entered into by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("AT&T"). City and AT&T may be referred to individually as a "Party" and collectively as the "Parties." This Agreement becomes effective on the date executed by all Parties ("Effective Date").

RECITALS

WHEREAS, City is constructing roadway and intersection improvements at Dynamite Boulevard and Scottsdale Road ("Project"); and

WHEREAS, as part of the Project, City has purchased and will install an Enhanced Signal Pole Assembly, consisting of an enhanced traffic signal pole, mast arm, signal heads, luminaire arm, detection cameras, pedestrian push buttons, walk signs, conduit, pull box, conductor and related appurtenances; and

WHEREAS, AT&T intends to seek regulatory permission from City for installation of a wireless communication facility ("WCF") on the Enhanced Signal Pole Assembly after installation; and

WHEREAS, City is willing to construct the Enhanced Signal Pole Assembly as part of the Project, and AT&T is willing to reimburse the City for the cost of the Enhanced Signal Pole Assembly in a fixed amount of One Hundred Fifty-Two Thousand Fifty-One Dollars and Four Cents (\$152,051.04); and

WHEREAS, this Agreement does not grant AT&T any right-of-way use rights or regulatory approvals, and AT&T must obtain a separate Antenna Site Right-of-Way License Agreement and all required City approvals before installing or operating any WCF equipment;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, or attached and incorporated and made a part hereof, the Parties agree as follows:

1. CITY RESPONSIBILITIES

1.1 Construction. City shall construct and install the Enhanced Signal Pole Assembly using City-purchased equipment and City-procured contractors.

1.2 Coordination. City shall provide AT&T with reasonable notice of the anticipated installation schedule.

1.3 Acceptance. City shall determine when the Enhanced Signal Pole Assembly is accepted for public use ("City Acceptance").

2. AT&T RESPONSIBILITIES

2.1 Reimbursement Amount. AT&T shall reimburse City a fixed lump-sum amount One Hundred Fifty-Two Thousand Fifty-One Dollars and Four Cents (\$ \$152,051.04)) ("Reimbursement Amount"), representing the City's total cost to purchase the Enhanced Signal Pole Assembly, including applicable taxes.

2.2 Payment Timing. City shall invoice AT&T after City Acceptance. AT&T shall pay the Reimbursement Amount within thirty (30) days of the invoice date.

2.3 WCF Engineering Drawings. AT&T shall provide City with engineering drawings and specifications for its WCF installation in accordance with applicable City codes and industry standards.

2.4 Regulatory Approvals. AT&T shall obtain all required City approvals, including an Antenna Site Right-of-Way License Agreement, before installing or operating any WCF equipment. This Agreement does not constitute such approval. If AT&T is unable to secure such regulatory approval, AT&T may cancel this Agreement.

3. CHANGE ORDERS

3.1 No Adjustment. AT&T shall not be responsible for any additional costs beyond the Reimbursement Amount.

4. NOTICES

Unless otherwise provided in this Agreement, all notices shall be in writing and will be considered properly given and received (1) on the date of service if personally served, or (2) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:

City of Scottsdale
Attn: Derek Rogers, Project Senior Manager, CIP-Transportation
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

Copy to:

City Attorney's Office
3939 N. Drinkwater Blvd.
Scottsdale, Arizona 85251

To AT&T:
New Cingular Wireless PCS, LLC
c/o AT&T Mobility
1025 Lenox Park Blvd.NE, 3rd Floor
Atlanta, GA 30319
Telephone: (877) 231-5447

Notice by email or facsimile shall not constitute official notice.
Either Party may change its notice address by giving notice as provided above.

5. GENERAL PROVISIONS

5.1 No Partnership. This Agreement does not create a partnership, joint venture, or similar relationship.

5.2 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

5.3 Governing Law; Venue. This Agreement shall be governed by Arizona law. Venue shall lie exclusively in Maricopa County, Arizona.

5.5 Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

5.6 Termination.

A. City Termination for Non-Payment. If AT&T fails to pay the Reimbursement Amount within thirty (30) days of the invoice date, City may terminate this Agreement.

B. AT&T Cancellation for Failure to Obtain Approvals. If AT&T is unable to obtain all required City approvals, including an Antenna Site Right of Way License Agreement, AT&T may cancel this Agreement upon written notice to City.

5.7 Non-Liability of City Officials. No City officer, employee, or representative shall be personally liable for any obligation under this Agreement.

5.8 Force Majeure. No party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, pandemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior negotiations or understandings.

5.10 Amendments. Any amendment must be in writing and signed by both Parties.

5.11 Severability. If any provision is held invalid, the remainder shall remain in effect.

5.12 Non-waiver. The failure to enforce any provision shall not constitute a waiver of that provision.

5.13 Successors and Assigns. This Agreement binds and benefits the Parties and their permitted successors and assigns.

5.14 Further Documents. Each Party agrees to execute, in a timely fashion, any such further documents as may be reasonably necessary to carry out the purposes of the Agreement. City's Contract Administrator is authorized to execute such documents on behalf of the City.

New Cingular Wireless PCS, LLC
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name:
Title:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Lisa Borowsky, Mayor


ATTEST:

Ben Lane, City Clerk

RECOMMENDED:

By: _____
Alison Tymkiw, Senior Director – City Engineer
Transportation and Infrastructure

APPROVED AS TO FORM:



Luis E. Santaella, City Attorney
By: Jennifer Fernandez
Assistant City Attorney