



# City of Huntington Beach

**File #:** 21-817

**MEETING DATE:** 11/16/2021

## REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** Honorable Mayor and City Council Members

**SUBMITTED BY:** Oliver Chi, City Manager

**PREPARED BY:** Sean Crumby, Director of Public Works

**Subject:**

**Approve and authorize execution of the First Amendment to Site License Agreement with Cingular Wireless for the Wireless Communications Facility at Fire Station - Edwards**

**Statement of Issue:**

The City Council is asked to approve and authorize the Mayor and City Clerk to execute the First Amendment to the Site License Agreement with Cingular Wireless for the wireless facility located in the clock tower of Fire Station 6 (Edwards Fire Station).

**Financial Impact:**

Approval of Amendment No. 1 will result in revenue of \$3,038.72 per month to General Fund Account No. 10000100.45110, with 4% rent escalations per annum, for a total remaining license value of \$335,993.97.

**Recommended Action:**

Approve and authorize the Mayor and City Clerk to execute the "First Amendment to Site License Agreement Between City of Huntington Beach and Cingular Wireless for a Wireless Communications Facility at Fire Station 6 - Edwards" based on the terms and conditions as presented herein.

**Alternative Action(s):**

Do not approve, and advise City staff on how to proceed.

**Analysis:**

In 1999, the City designed and constructed Fire Station 6 - Edwards at 18591 Edwards Street. Included in the overall site plan was a large clock tower, which also serves as a fire hose-drying tower. In 2003, a Site License Agreement was executed between the City of Huntington Beach and Cingular Wireless to install a wireless communication facility in the Clock tower at Fire Station 6. Cingular Wireless has requested permission to upgrade the wireless telecommunications facility. The design of Cingular Wireless antenna is completely within the confines of the existing leased space.

Staff has prepared an amendment to a site license agreement with Cingular Wireless. The Amendment provides that Cingular will continue to pay the City a monthly fee of \$3,038.72, with annual increases of 4%. The term of the site license agreement is for ten years from February 1, 2003 to January 31, 2013, with three renewal options of five years each for a total possible term of twenty-five years. The Agreement is currently in its second renewal period, with termination occurring in January of 2028. The license agreement also contains a six-month termination clause, whereby the City can terminate the agreement for just cause. In addition, Cingular Wireless has agreed that it will not interfere with the City's own communications network, and if it does, the City has the ability to turn off power to the antenna. Cingular Wireless has agreed to the terms and conditions contained in the attached site license agreement. The Public Works Department, which is the operating department for wireless site license agreements, along with the City Attorney's Office recommend the approval of this lease.

**Environmental Status:**

Not applicable

**Strategic Plan Goal:**

Infrastructure & Parks

**Attachment(s):**

1. "First Amendment to Site License Agreement Between City of Huntington Beach and Cingular Wireless for a Wireless Communications Facility at Fire Station 6 - Edwards"