





Administrative Policy

Title: Cell Site License Agreement Consideration Parameters				
Administered By: Legal & Risk Management (City Attorney)				
Policy No.	Issue Date	Revision Date	Department Head Approved	City Manager Approved
05200.001	04/17/18	N/A		

ARTICLE I - PURPOSE

Section 1.1 General Purpose

The purpose of this policy is to establish certain consideration parameters when negotiating license agreements for telecommunications facilities, as defined in Corona Municipal Code (“CMC”) Section [17.65.020](#), including traditional cell sites and small cell sites, to be located on city property.

The authority to adopt this policy stems from the City Manager’s authority, provided pursuant to Corona Municipal Code (“CMC”) Section 2.04.060(Z), to approve agreements to locate such telecommunications facilities on city property following applicable approval processes under [Chapter 17.65](#) of the CMC.

Section 1.2 Superseded Policies

This policy supersedes and replaces the following policies, which are hereby eliminated in their entirety and are of no further force and effect:

None.

ARTICLE II - DEFINITIONS AND SCOPE

Section 2.1 Definitions

For purposes of this policy, the following definitions shall apply:

A. Traditional Cell Site Definitions

1. Communications Site License Agreement. The term "Communications Site License Agreement" means an agreement by which the City authorizes a telecommunications provider to construct and operate a Traditional Cell Site on City property.
2. Telecommunications Facility. The term "Telecommunications Facility" shall be as defined in CMC Section 17.65.020. Currently, such definition states that a "Telecommunications Facility" means any structure, equipment, property or other appurtenances, including a tower, base station, transmission equipment, support structures and devices, accessory equipment and enclosures thereof, used or to be used to transmit, receive, distribute, provide and/or offer telecommunications service, including satellite antennas, receive-only antennas and amateur radio facilities.
3. Tower. The term "Tower" shall be as defined in CMC Section 17.65.020. Currently, such definition states that a "Tower" means any freestanding structure built for the sole or primary purpose of supporting a telecommunications facility including, but not limited to, masts, monopoles, lattice towers and similar structures used to support a telecommunications facility.
4. Traditional Cell Site. The term "Traditional Cell Site" is a wireless Telecommunications Facility that includes telecommunications equipment that is commonly either mounted on a City water tank or other structure or on a Tower.

B. Small Cell Definitions

1. Location Specific Supplement. The term "Location Specific Supplement" means a separate agreement, authorized by means of a Small Cell Site Master License Agreement, which governs a specific Small Cell Site to be located on specific City property.
2. Small Cell Site. The term "Small Cell Site" shall be as defined in CMC Section 17.65.020. Currently, such definition states that "Small Cell Sites"

are portable, low profile, low powered radio access nodes and all associated and appurtenant equipment that transmit a wireless signal to and from a defined area, are capable of being integrated on new or existing utility poles or street light standards in the public rights-of-way, and are intended to support and enhance wireless connectivity, coverage and performance and minimize weak spots or coverage gaps while reducing the burden on existing wireless telecommunications infrastructure.

3. Small Cell Site Master License Agreement. The term “Small Cell Site Master License Agreement” means an agreement by which the City authorizes a telecommunications provider to install, operate, maintain and replace Small Cell Sites on City property pursuant to Location Specific Supplements.

Section 2.2 General Scope

Unless otherwise stipulated herein, this policy applies to all City employees. All such employees shall comply with the provisions outlined in this policy. It is the responsibility of all supervision to ensure that the provisions outlined in this policy are enforced for those City employees under their authority.

Section 2.3 Exemptions from Scope

None.

ARTICLE III – CONSIDERATION PARAMETERS

Section 3.1 Traditional Cell Sites

When negotiating new Communications Site License Agreements or amendments to existing Communications Site License Agreements, the following minimum consideration parameters shall be met, unless an exception is approved by the City Council:

- A. Term: 5 years with licensee option to renew 4 additional 5-year terms.
- B. Consideration: \$2,400 per month, so long as the square footage of land being occupied is of a size roughly equivalent to other Traditional Cell Sites already subject to an approved Communications Site License Agreement. If more space is needed or if the site is a demonstrably more valuable

location for a Traditional Cell Site, in City Manager's estimation, increase consideration proportionately based upon percentage increase in occupied space or based upon the market value of the location.

- C. Escalator: 4% per year, effective on July 1st (no matter the anniversary date of the License). The first 4% shall be implemented on the first July 1st which is at least 6 months following the commencement date for license payments to be made.
- D. Co-Location: Based upon percentage increase in occupied space.
- E. Holdover: 200% of then current monthly license payment.
- F. Payments: Annual payment due on July 1st of each year.
- G. Late Fee: 10% if not received within 10 business days after due date.
- H. Insurance: As recommended by Risk Manager.
- I. No Default Termination: Licensee may terminate only upon 60 days' notice if licensee is unable to occupy due to a ruling or directive of the FCC or other governmental agency, which ruling or directive cannot be reasonably corrected by Licensee.
- J. Abandonment: 6 months continuous non-use.

Section 3.2 Small Cell Site

When negotiating new Small Cell Site Master License Agreements, amendments to Small Cell Site Master License Agreements, or Location Specific Supplements, the following minimum consideration parameters shall be met, unless an exception is approved by the City Council:

- A. Term: 5 years with licensee option to renew 4 additional 5-year terms.
- B. Consideration: Consideration to be paid for equipment mounted to City utility poles or street light standards shall be based upon whether the licensee also wishes to have additional equipment (e.g. cabinets, boxes, pedestals and other approved equipment, including any equipment needed to

supply electrical power) located either above or below ground on the property adjacent to or near the City utility pole or street light standard. Equipment mounted to the City utility pole or street light standard, in a manner consistent with City laws, rules and regulations, shall not be considered to be above ground equipment for these purposes.

The consideration shall be:

Additional Equipment Above Ground: \$1,650/year

Additional Equipment Below Ground: \$1,050/year

No Additional Equipment: \$1,050/year

- C. Electric Charge: If the Small Cell Site uses electricity powering the City utility pole or street light standard on which it is located, Licensee shall pay the following additional annual amount based upon the maximum plate rating utilized:

Up to 75W	=	\$75.00
76W – 149W	=	\$135.00
150W – 225W	=	\$195.00
225W – 350W	=	\$315.00

Each of the above amounts includes a \$15 administrative charge (subject to the 4% escalator noted below) to be retained by the DWP electrical fund. The remaining amount (subject to the 4% escalator noted below) is the electrical charge which shall be returned to the fund which pays for the electricity powering the City utility pole or street light standard.

This annual electric power charge is not applicable to any Small Cell Site which uses electricity that licensee obtains directly from a servicing utility company and for which licensee has its own electrical meter.

- D. Escalator: 4% per year, effective on July 1st (no matter the anniversary date of the License). The first 4% shall be implemented on the first July 1st which is at least 6 months following the commencement date for license payments to be made.

- E. Co-Location: Based upon percentage increase in occupied space.

- F. Holdover: 200% of then current monthly license payment.
- G. Payments: Annual payment due on July 1st of each year.
- H. Late Fee: 10% if not received within 10 business days after due date.
- I. Insurance: As recommended by Risk Manager.
- J. No Default Termination: Licensee may terminate only upon 60 days' notice if licensee is unable to occupy due to a ruling or directive of the FCC or other governmental agency, which ruling or directive cannot be reasonably corrected by Licensee.
- K. Abandonment: 9 months continuous non-use.

PRIOR VERSIONS

ISSUED: 04-17-18

REVISED: N/A