





## Administrative Policy

<b>Title: Cell Site License Agreement Consideration Parameters</b>				
Administered By: Legal & Risk Management (City Attorney)				
Policy No.	Issue Date	Revision Date	Department Head Approved	City Manager Approved
05200.001	04/17/18	01-12-23	DocuSigned by:  <small>A76D5842626D4DE...</small>	DocuSigned by:  <small>8CB6AE0895944B4...</small>

### 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#### **Section 1.2 Superseded Policies**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:

N/A

## **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: Unless a site is a demonstrably more valuable location for a Traditional Cell Site, in the City Manager’s estimation, in

which case the consideration shall be proportionately increased, the following standards shall be followed:

(1) New Agreement

- ✓ Up to 500 SF of land area occupied = \$31,680/year.
- ✓ Over 500 SF of land area occupied = \$63.36/SF per year for first 500 SF plus \$75/SF per year for each SF over 500.

(2) Amendment to Expand Land Area Occupied

(A) IF THE EXISTING CONSIDERATION IS EQUAL TO OR GREATER THAN THE "NEW AGREEMENT" AMOUNT ABOVE, THEN CALCULATE THE FOLLOWING USING ONLY THE NEW LAND AREA OCCUPIED:

- ✓ Expansion results in a total (existing + expansion) of up to 500 SF of land area occupied = \$63.36/SF per year.
- ✓ Expansion results in a total (existing + expansion) of over 500 SF of land area occupied = \$63.36/SF per year for first 500 SF plus \$75/SF per year for each SF over 500.

(B) IF THE EXISTING CONSIDERATION IS LESS THAN THE "NEW AGREEMENT" AMOUNT ABOVE, THEN CALCULATE THE FOLLOWING USING BOTH THE EXISTING AND NEW LAND AREAS OCCUPIED:

- ✓ Expansion results in a total (existing + expansion) of up to 500 SF of land area occupied = the lesser of: (1) current rate plus 2%; or (2) \$31,680/year.
- ✓ Expansion results in a total (existing + expansion) of over 500 SF of land area

occupied = the lesser of: (1) current rate plus 2%; or (2) \$63.36/SF per year for first 500 SF plus \$75/SF per year for each SF over 500.

(3) Amendment to Extend Term (No Expansion of Area)

(A) IF THE EXISTING CONSIDERATION IS EQUAL TO OR GREATER THAN THE "NEW AGREEMENT" AMOUNT ABOVE, THEN:

✓ Current rate plus 2%.

(B) IF THE EXISTING CONSIDERATION IS LESS THAN THE "NEW AGREEMENT" AMOUNT ABOVE, THEN:

✓ If the land area occupied is 500 SF or less = the greater of: (1) current rate plus 2%; or (2) \$31,680/year.

✓ If the land area occupied is over 500 = the greater of: (1) current rate plus 2%; or (2) \$63.36/SF per year for first 500 SF plus \$75/SF per year for each SF over 500.

(4) Co-Location

Calculate using percentage increase in occupied land space, as described in Subsection (2) above, plus \$500 annually to compensate for additional wireless facilities.

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

D. Holdover: 150% of then current monthly license payment.

E. Payments: Annual payment due on July 1<sup>st</sup> of each year.

F. Late Fee: 10% if not received within 10 business days after due date.

- G. 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.
- H. 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 other forms of consideration are provided to the satisfaction of the City Manager or an exception is otherwise 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.

Except to the extent expressly prohibited by applicable law, 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:

TIER	MONTHLY kWh	USAGE FUSE SIZE	NAME PLATE WATTS	ANNUAL AMOUNT
1	0-50 kWh	KTK-3/4	75	\$ 82.50
2	51-100 kWh	KTK-1	149	\$ 148.50
3	101-150 kWh	KTK-1-1/2	225	\$ 214.50
4	151-225 kWh	KTK-2	350	\$ 346.50
5	201-250 kWh	KTK-2-1/2	373	\$ 376.42
6	251-300 kWh	KTK-3	448	\$ 452.11
7	301-350 kWh	KTK-3-1/2	522	\$ 526.79
8	351-400 kWh	KTK-4	597	\$ 602.48
9	401-450 kWh	KTK 5	672	\$ 678.16
10	451-500 kWh	KTK-6	746	\$ 752.85
11	501 – 900 kWh	KTK-10	1,343	\$ 1,355.32
12	901 – 1,350 kWh	KTK-15	2,014	\$ 2,032.48
13	1,351 – 1,800 kWh	KTK-20	2,686	\$ 2,710.64
14	1,801 – 2,250 kWh	KTK-25	3,357	\$ 3,387.80
15	2,251 – 2,700 kWh	KTK-30	4,028	\$ 4,064.95

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 1<sup>st</sup> (no matter the anniversary date of the License). The first 4% shall be implemented on the first July 1<sup>st</sup> which is at least 6 months following the commencement date for license payments to be made.

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- 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 1<sup>st</sup> 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.

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**PRIOR VERSIONS**

ISSUED: 04-17-18  
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