

RESOLUTION NO. 2025-78

A RESOLUTION OF THE CITY COUNCIL OF MARINA
APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN
THE CITY OF MARINA AND NEW CINGULAR WIRELESS PCS, LLC FOR
CONSTRUCTION AND OPERATION OF A TELECOMMUNICATIONS
FACILITY ON CITY-OWNED PROPERTY AT THE NORTHWEST CORNER
OF CALIFORNIA AVE AND 3RD AVENUE (APN 031-201-005), AND
AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of September 19, 2023, the City Council of the City of Marina adopted Resolution No. 2023-96, authorizing a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California Avenue and 3rd Avenue, and;

WHEREAS, in order to provide power to the facility, PG&E requires access over the leased area. The original agreement did not provide clear construction authorization for the electrical connection to take place. The proposed amendment to the agreement will allow PG&E to access lease area and construct the necessary facilities to power the telecommunications equipment. There is no fiscal impact should the City Council approve this request, and;

WHEREAS, the Planning Commission found and determined, in accordance with the California Quality Act (CEQA), that the proposed project is exempt from environmental review per a Class 3 Categorical Exemption Section 15303 of CEQA for New Construction and Conversion of Small Structures.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve an Amendment to the Lease Agreement between the City of Marina (City) and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on City-owned property at the northwest corner of California and 3rd avenue; and
2. Authorize the City Manager to execute the Amendment on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 1st day of July 2025, by the following vote:

AYES, COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Market: Northern California
Cell Site Number: CCL05573
Cell Site Name: California Ave. and Imjin Parkway (CA)
Fixed Asset Number: 15923553

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the City of Marina, a municipal corporation, having a mailing address of 211 Hillcrest Avenue, Marina, CA 93933 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”). Landlord and Tenant may be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

WHEREAS, Landlord and Tenant entered into a Land Lease Agreement as of March 25, 2024 (the “**Agreement**”); and

WHEREAS, the Parties wish to confirm the easement and access rights associated with the utility route established in the Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Amendment to Access Provision.** Paragraph 12, “Access” is hereby amended to add the following:

“In addition to the provisions of this Paragraph 12, and for the avoidance of any doubt regarding utility access rights, Landlord grants to Tenant and utility service supplier the right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment, and the right for the utility service supplier to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said utility facilities, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Property as set forth in Exhibit 1-A. Landlord grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet on each side of the centerline of said utility facilities if said utilities are underground and sixteen (16) feet on each side of the centerline of said utilities facilities if said facilities are above-ground. In addition, Landlord shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet on each side of the centerline of said utility facilities if said utility facilities are underground and sixteen (16) feet on each side of the centerline of said utility facilities if said facilities are above-ground.”

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in

full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the meaning as defined in the Agreement; and

4. **Entirety; Counterparts.** This First Amendment, together with the Agreement, constitutes the entire agreement among the undersigned parties hereto. Any modification to this First Amendment must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This First Amendment will be governed by the laws of the state in which the Premises is located. This First Amendment may be executed in any number of counterparts, each of which shall be an original, which may be delivered electronically, but all of which taken together shall constitute one instrument.

5. **Electronic Signatures.** The Parties that this First Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this First Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the last date written below.

“Landlord”

City of Marnia,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

“Tenant”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

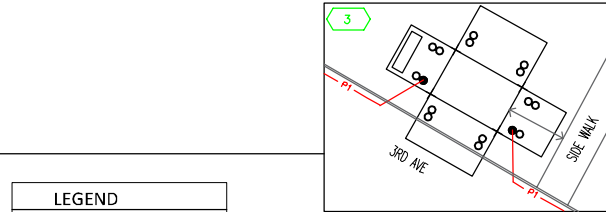
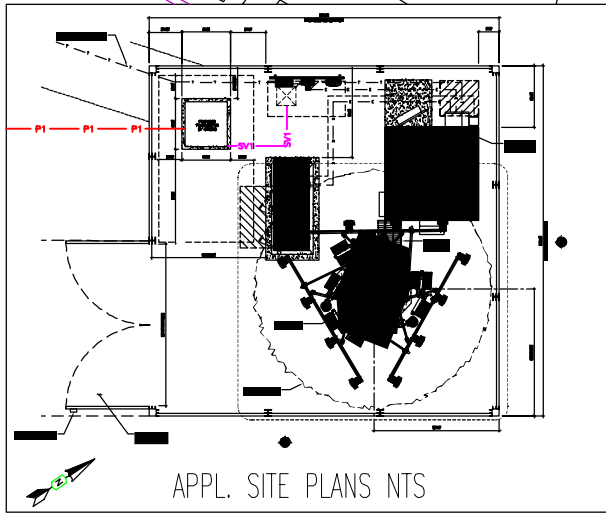
Exhibit 1A

Page 1 of 2

Utility Services

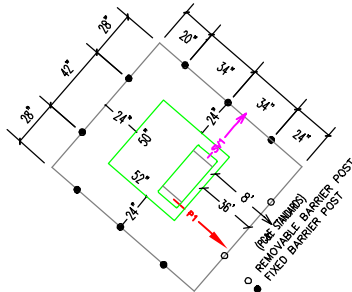
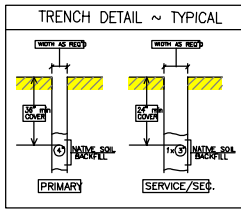
PG&E Drawing entitled "Construction Sketch" dated 8/30/23 appears on following page

DRAFT



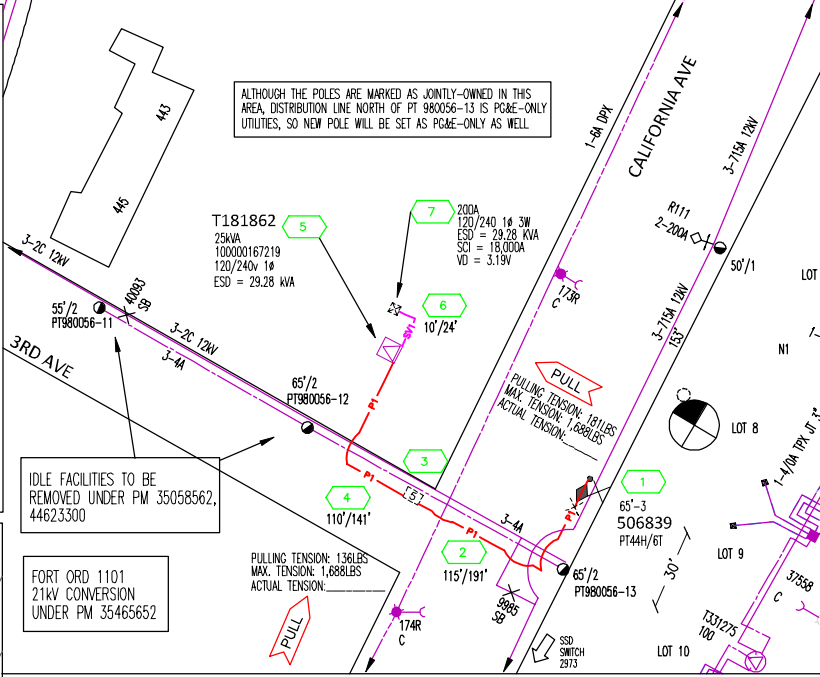
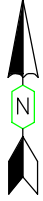
LEGEND	
3"x5"x3"6" ENCLOSURE (BY APP.)	[Symbol]
FAULT INDICATOR	[Symbol]
25KVA PM TRANSFORMER (214V/12KV RATED) (PAD CODE: M360002)	[Symbol]
2-1/0A EPR (25KV) IN 1-4" (CONDUIT BY APP.)	-P1-
1-4/0A TPX IN 3" CONDUIT (CONDUIT BY APP.)	-SV1-
NEW METER	[Symbol]

COORDINATE #
100000167219
LOADING DISTRICT
SUMMER_COASTAL
TX SIZE - 25
KVA 1Ø - 29.28



CITY/COUNTY PERMIT REQUIRED

TCP/FLAGGING REQUIRED



EST: DAVID CONG	559-575-4615
AGE: MARY LARANO	559-530-9459
SUPV: JOAQUIN FLOREZ	559-347-5129
REP: BRETT MOONEYHAM	831-540-0018
PLNR: MICHAEL GARCIA	805-305-5390
NOTIF: 125422853	JPA:
SCALE: 1"=50'	DATE: 8/30/2023
PM: 35449045	SHEET: 1 OF 1 REV. 1

CONSTRUCTION SKETCH

CALIFORNIA AVE & MAIN PARKWAY

MARINA

NO ENVIRONMENTAL ISSUES

Call before you dig

Know what's below

NEAR LOC: YES

GAS CONFLICT: YES

EXEMPT EQUIP: NSI - N/A

PRIMARY VOLTAGE: 12 KV

VOLTAGE AREA: 1

LATITUDE: 36.6702

LONGITUDE: -121.7927

SOURCE: SIDE DEVICE: SWITCH 40093

SUB & CIRCUIT: FORT ORD 2106

DSGN: SAC: LIGHT

ARRESTER: DIST: 3

LOADING AREA: LIGHT

CORROSION AREA: SEVERE

INSULATION DIST: 44

EXEMPT EQUIP: NSI - N/A

FIRE AREA: 184-TER 1

June 11, 2025

Item No. **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 1, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN
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AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY
CITY ATTORNEY**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025- , approving an Amendment to the Lease Agreement between the City of Marina (City) and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on City-owned property at the northwest corner of California and 3rd avenue; and
2. Authorizing the City Manager to execute the Amendment on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

At the regular meeting of September 19, 2023, the City Council of the City of Marina adopted Resolution No. 2023-96, authorizing a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California Avenue and 3rd Avenue.

ANALYSIS:

In order to provide power to the facility, PG&E requires access over the leased area. The original agreement did not provide clear construction authorization for the electrical connection to take place. The proposed amendment to the agreement will allow PG&E to access lease area and construct the necessary facilities to power the telecommunications equipment.

FISCAL IMPACT:

There is no fiscal impact should the City Council approve this request.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Planning Commission found and determined, in accordance with the California Quality Act (CEQA), that the proposed project is exempt from environmental review per a Class 3 Categorical Exemption Section 15303 of CEQA for New Construction and Conversion of Small Structures.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Edrie Delos Santos, PE
Engineering Division
Public Works Department

REVIEWED/CONCUR:

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina