



Meeting Date: 8 /01 / 2006

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Study Session

Prepared By: Dennis L. Scala, City Manager's Office Agenda Item No. I-2

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: July 20, 2006

TO: City Council

FROM: Dennis L. Scala, Management Analyst
City Manager's Office

SUBJECT: **First Amendment to Rooftop Lease at 300 West Third Street.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Amendment to the Option and Rooftop Lease Agreement (No. A-5300) for the placement of wireless communications equipment on the building at 300 West Third Street, changing the tenant from AT&T Wireless Services of California (AT&T) to New Cingular Wireless PCS, LLC. (Cingular), and changing the rent from \$850 per month to \$2,500.00 per month.

DISCUSSION

In November, 1996, staff of the Facilities Services Program negotiated an Option and Rooftop Lease Agreement (Agreement) with AT&T. For the sum of \$1,700.00, AT&T was granted an option for 12 months to lease space on the roof of Civic Center Annex I at 300 West Third Street. AT&T exercised the option immediately and agreed to pay \$850.00 per month rent for a term of 60 months which commenced on November 20, 1996. The lease provides for seven additional three year extensions which include a five percent increase in rent for each renewal period.

Cingular is now requesting to add additional equipment and update existing wireless equipment to update its system. Since Cingular's proposal would change the footprint and configuration of the equipment on the rooftop, a lease amendment is required. The proposed First Amendment to the Option and Rooftop Lease Agreement would allow for the placement of additional and updated equipment on the building as well as provide for the following other amendments to the lease:

1. AT&T has sold its interests in the cellular wireless business to Cingular. Section 21 of the Agreement requires the tenant to obtain the prior written consent of the City prior to the assignment of the lease to another party. AT&T failed to obtain the City's consent when they assigned the rights to the lease to Cingular. The proposed amendment recognizes Cingular as the tenant.

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Memo to City Council

July 26, 2006

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2. At the time the Agreement was negotiated with AT&T, the City owned the building but not the land. The City has since purchased the land from the original land owner. The amendment would recognize the City as the property owner.
3. The monthly rental amount has been renegotiated to \$2,500.00 per month.
4. The amendment deletes Exhibit C of the Lease which concerned the City's land lease from the original owner.

FINANCIAL IMPACT

The revenue in the amount of \$27,500.00 will be recognized in the Facilities Maintenance Rental Revenue Account (Account # 735-7401-691-7501).

Attachment 1 -- Option and Rooftop Lease Agreement

Attachment 2 -- First Amendment to Option and Rooftop Lease Agreement

Attachment 3 -- Certificate of Merger of AT&T and Cingular

(DLS, dls)

Note: Attachment #1 has been provided to the City Council. Copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Monday.

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FIRST AMENDMENT TO OPTION AND ROOFTOP LEASE AGREEMENT

This First Amendment, dated August 1, 2006, amends that certain Option and Rooftop Lease Agreement ("the Lease"), dated November 19, 1996, entered into by and between the City of Oxnard ("Landlord") and AT&T Wireless Services of California, Inc. ("Tenant"), whereby Landlord leases to Tenant a portion of the rooftop of a four story building located at 300 West Third Street, Oxnard, California, for the purpose of placing wireless communications equipment thereon.

WHEREAS, AT&T Wireless Services of California, Inc. sold and assigned its interest in the Lease to New Cingular Wireless PCS, LLC, a Delaware limited liability company, located at 6100 Atlantic Boulevard, Norcross, Georgia 30071; and

WHEREAS, New Cingular Wireless PCS, LLC wishes to place different and additional wireless communications equipment on the rooftop and has obtained from the City of Oxnard a wireless permit (PZ 06-230-01) to do so; and

WHEREAS, Landlord now owns the real property on which the building is located, and continues to own the building itself; and

WHEREAS, the parties wish to provide for different rent to be paid to Landlord;

NOW, THEREFORE, the parties agree that the Lease is amended as follows:

1. Pursuant to section 21 of the Lease, Landlord consents to AT&T Wireless Services of California, Inc.'s assignment of the Agreement to New Cingular Wireless PCS, LLC, which is the entity that shall hereinafter be referred to as "Tenant" in the Lease.
2. Exhibit B-1, attached hereto and incorporated herein by reference, shall replace Exhibit B of the Lease.
3. The following sentence is added at the end of subsection a of section 7 of the Lease: "Beginning on August 1, 2006, the Rent shall be Two Thousand Five Hundred Dollars (\$2500) per month."
4. Subsection c of section 7 of the Lease is amended to read: "Beginning on August 1, 2007, and on each August 1 thereafter that this Lease is in effect, the Rent shall be adjusted by the percentage change since May 1 of the previous year in the Consumer Price Index

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prepared by the Bureau of Labor Statistics for the Los Angeles-
Anaheim- Riverside area relating to all urban consumers.”

5. Subsection (d) is added to section 9 of the Lease, to read:

“(d) Tenant shall comply with all tower marking and lighting and other requirements of the Federal Aviation Commission and the Federal Communications Commission. Tenant indemnifies and holds Landlord harmless from any liability and fines arising from Tenant’s failure to comply with such requirements.”
6. The following sentence is added at the beginning of section 13 of the Lease: “This Agreement may create a taxable property interest in the Premises.”
7. Section 19(a) of the Lease shall read as follows: “Landlord warrants that it (i) has full right, power and authority to execute this Lease; (ii) has good and unencumbered title to the Building free and clear of any ground leases, liens, mortgages or other encumbrances that would interfere with Tenant’s intended use of the Premises; and (iii) has the power to grant the access rights as set forth in Paragraph 9(c) above. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease.”
8. Exhibit C of the Lease is deleted.
9. Subsection (g) of section 27 of the Lease is deleted.

Dated: August 1, 2006.

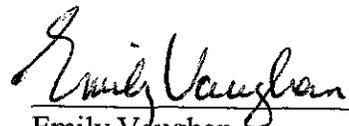
LANDLORD
City of Oxnard

Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

TENANT
New Cingular Wireless PCS,
LLC, a Delaware Limited
Liability ~~Corporation~~ Company

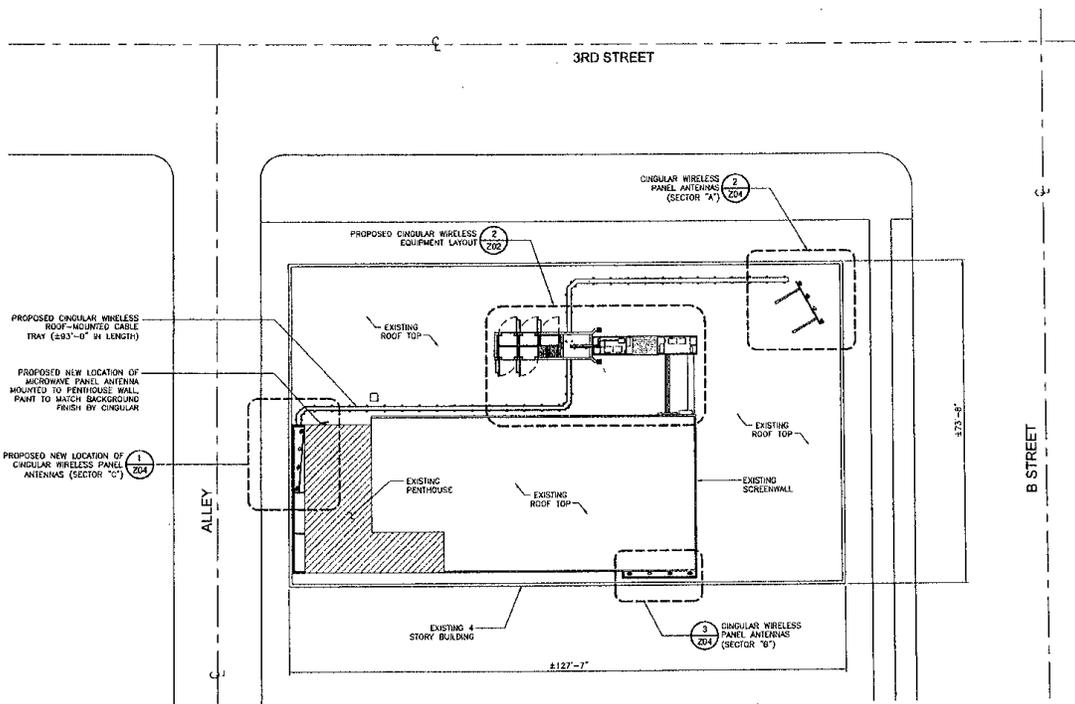


Emily Vaughan
Development Manager

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ATTACHMENT 2
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SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN
DO NOT SCALE CORRECTLY, CHECK
FOR REDUCTION OR ENLARGEMENT
FROM ORIGINAL PLANS.



GRAPHIC SCALE
1" = 10'-0"

SITE PLAN
SCALE: 1" = 10'-0"

URS

1615 HARBAY CENTER ROAD, STE 1000
SAY BECK, CA 92688
(714) 619-2144-1800
(714) 619-2145-2800

CENTRAL OXNARD
SITE NO. SNBBCAOV37
300 W. THIRD ST.
OXNARD, CA 93030

cingular
WIRELESS

12000 PARK PLAZA DRIVE
CENTRO, CA 95031

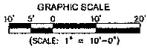
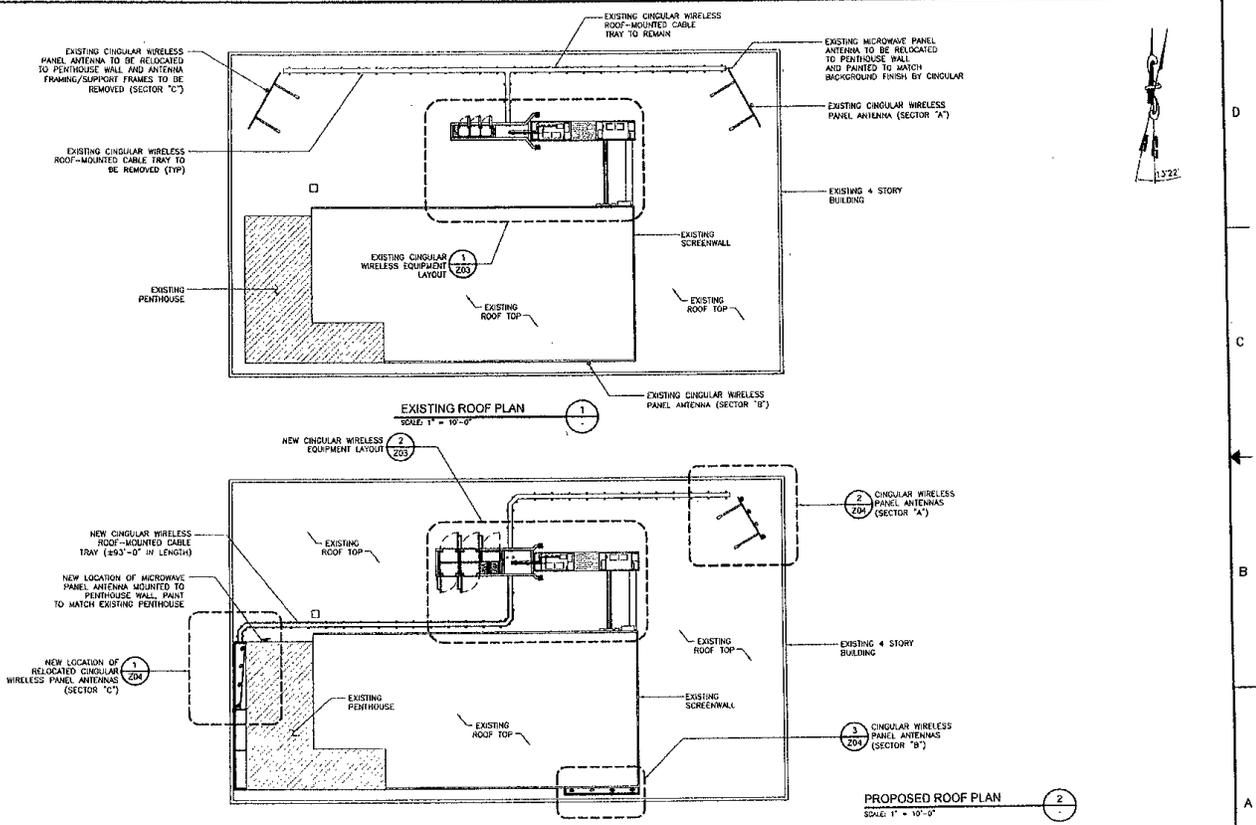
NO.	DATE	REVISIONS	BY	CHK	APP'D
2	07/14/04	INCORPORATED COMMENTS	DPV/RGG	JZ	
1	06/23/04	INCORPORATED COMMENTS	DPV/RGG	JZ	
3	06/15/04	INCORPORATED COMMENTS	DPV/RGG	JZ	
2	03/20/03	REVISED BY CINGULAR	DPV	DPV	SS
1	02/22/03	INCORPORATED RF COMMENTS	JAS	JLL	SS

SCALE: AS SHOWN DESIGNED: DPV DRAWN: DPV

CINGULAR WIRELESS	
SITE PLAN	
JOB NO.	WORKING NUMBER
24782-630	SNBBCAOV37-Z01
	REV
	5

SCALE NOTE:

IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REVISION OR ENLARGEMENT FROM ORIGINAL PLANS.



URS

1410 HUBBARD CANYON ROAD, SUITE 1000
SAN ANTONIO, TX 78208
(817) 513-2200
(817) 513-2202

**CENTRAL OXNARD
SITE NO. SNBBCA0V37**
300 W. THIRD ST.
OXNARD, CA 93030

cingular WIRELESS

12000 PARK PLAZA DRIVE
CERRITOS, CA 94535

1	07/14/08	INCORPORATED COMMENTS	DRY	SS
1	08/25/08	INCORPORATED COMMENTS	DRY	SS
1	08/25/08	INCORPORATED COMMENTS	DRY	SS
2	03/01/09	REVISED RF SCREENING	DRY	SS
1	03/09/09	INCORPORATED RF COMMENTS	DRY	SS
NO. DATE		REVISIONS	BY	CHK/APPV
SCALE AS SHOWN	DESIGNED: EVJ	DRAWN: DRV		

EXISTING & NEW ROOF PLAN		
JOB NO.	DRAWING NUMBER	REV
24782-630	SNBBCA0V37-Z02	5

6

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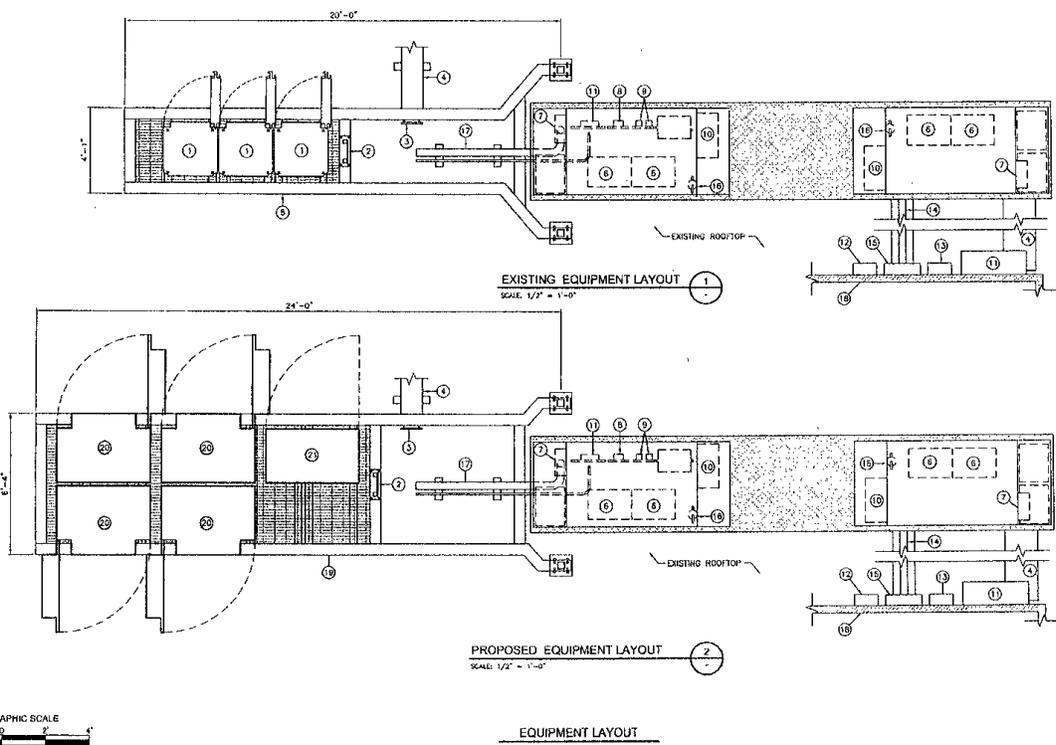
1

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ATTACHMENT 2
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EXHIBIT B-1

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



- KEYED NOTES:**
- ① EXISTING NOKIA B1S CABINETS TO BE REMOVED
 - ② EXISTING CABLE LUGGER
 - ③ MASTER GROUND BAR (MGB)
 - ④ CIRCULAR WIRELESS CABLE TRAY
 - ⑤ EXISTING PLATFORM
 - ⑥ EXISTING CIRCULAR WIRELESS EQUIPMENT
 - ⑦ A/C BREAKER PANEL
 - ⑧ PHONE PORT
 - ⑨ THERMOSTAT & HVAC CONTROLS
 - ⑩ HVAC UNIT
 - ⑪ CIRCULAR WIRELESS TELCO CABINET
 - ⑫ ALARM DEMARCATION
 - ⑬ A/C SURGE SUPPRESSOR
 - ⑭ EXISTING GALVANIZED STEEL CONDUITS
 - ⑮ COMMERCIAL A/C LOADER CENTER
 - ⑯ FIRE EXTINGUISHER
 - ⑰ EXISTING CONDUITS ROUTED ON TOP OF 4" PVC SLEEPERS
 - ⑱ EXISTING RF SCREENING
 - ⑲ NEW STEEL PLATFORM EXTENSION
 - ⑳ NEW CIRCULAR WIRELESS 2106 RIBS CABINET
 - ㉑ NEW CIRCULAR WIRELESS UNITS CABINET

URS
1418 MIDWAY CANYON ROAD, STE 1000
SAN DIEGO, CA 92108
(619) 594-2840
(619) 594-2825

**CENTRAL OXNARD
SITE NO. SNBBAOV37**
300 W. THIRD ST.
OXNARD, CA 93030

**cingular
WIRELESS**
12800 PARK PLAZA DRIVE
DOWNEY, CA 90235

5	07/14/04	INCORPORATED COMMENTS	DPV	ROD	JZ
4	06/23/04	INCORPORATED COMMENTS	DPV	ROD	JZ
3	05/19/04	INCORPORATED COMMENTS	DPV	ROD	JZ
2	03/03/04	REVIEWED BY SCREENING	DPV	DPV	SS
1	02/09/04	INCORPORATED RF COMMENTS	TAZ	JL	SS
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED:	DPV	DRAWN:	DPV

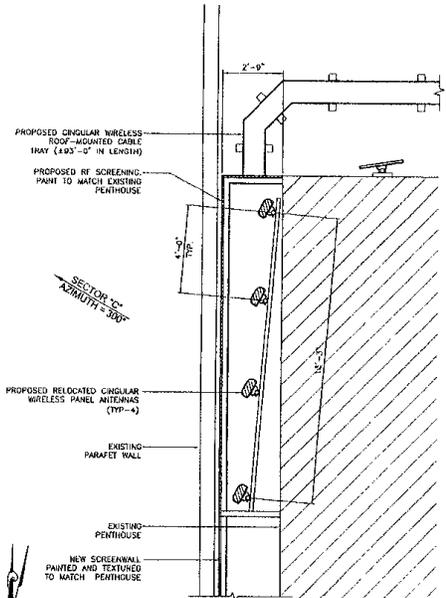
CIRCULAR WIRELESS		
EQUIPMENT LAYOUT		
JOB NO.	DRAWING NUMBER	REV
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6 5 4 3 2 1

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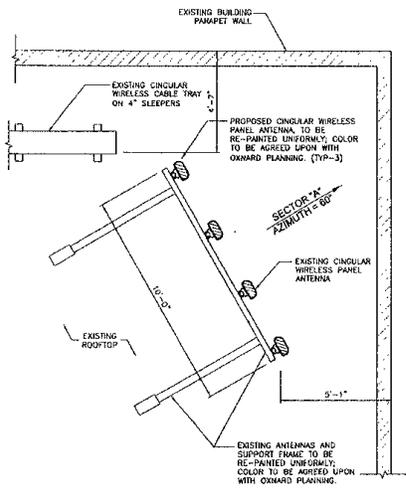
ATTACHMENT 2
PAGE 8 OF 9
EXHIBIT B-1

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

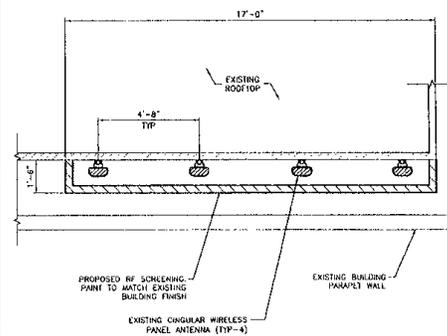


GRAPHIC SCALE (SCALE: 1/2" = 1'-0")
ANTENNA LAYOUT (SECTOR "C")
SCALE: 1/2" = 1'-0"

NOTE:
ANTENNAS AS SHOWN HAVE THE TECHNICALLY REQUIRED HORIZONTAL SEPARATION AS REQUIRED FOR THIS DESIGN AND PERFORMANCE.



GRAPHIC SCALE (SCALE: 1/2" = 1'-0")
ANTENNA LAYOUT (SECTOR "A")
SCALE: 1/2" = 1'-0"



GRAPHIC SCALE (SCALE: 1/2" = 1'-0")
ANTENNA LAYOUT (SECTOR "B")
SCALE: 1/2" = 1'-0"

URS
1815 HOBART GANTON ROAD, STE 1000
SAN DIEGO, CA 92108
(Tel) 619-294-2400
(Fax) 619-294-2929

CENTRAL OXNARD
SITE NO. SNBBCAOV37
300 W. THIRD ST.
OXNARD, CA 93030

cingular
WIRELESS
12800 PARK PLAZA DRIVE
LENEXIA, OH 93703

1	06/23/06	INCORPORATED COMMENTS	DPV	REG	JJ
2	06/15/06	INCORPORATED COMMENTS	DPV	REG	JJ
3	06/15/06	REVISED BY SCREENING	DPV	SMP	ES
4	06/09/06	INCORPORATED RF COMMENTS	DPV	JUL	SS
5	06/09/06	REVISED FOR DRAWING	DPV	JUL	SS
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN			DESIGNED: DPV	DRAWN: DPV	

SINGULAR WIRELESS		
ANTENNA LAYOUTS		
JOB NO.	DRAWING NUMBER	REV.
24782-630	SNBBCAOV37-204	5

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D
C
B
A

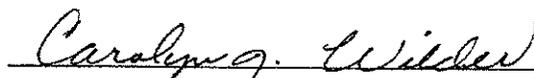
NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Carolyn J. Wilder, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. An Agreement and Plan of Merger (the "Agreement") dated as of February 17, 2004 was entered into by and among AT&T Wireless Services, Inc., Cingular Wireless Corporation, Cingular Wireless LLC and Links I Corporation, a wholly-owned subsidiary of Cingular whereby AT&T Wireless Services, Inc. would be merged into Links I Corporation upon the terms and conditions of the Agreement, and AT&T Wireless Services, Inc. would be the survivor of the merger.
2. As a result of the consummation of the merger on October 26, 2004, AT&T Wireless Services, Inc., and all of its subsidiary entities became wholly-owned by Cingular Wireless LLC.
4. AT&T Wireless Services, Inc.'s name was changed on October 26, 2004, to New Cingular Wireless Services, Inc.
5. Santa Barbara Cellular Systems, Ltd. is currently an active Georgia limited partnership. The limited partner of Santa Barbara Cellular Systems, Ltd. is Santa Barbara Holding, Ltd. and the general partner is New Cingular Wireless PCS, LLC.
6. New Cingular Wireless PCS, LLC's sole Member is Cingular Wireless II, LLC and its sole Manager is Cingular Wireless LLC.
7. Cingular Wireless II, LLC's Members are Cingular Wireless LLC and New Cingular Wireless Services, Inc.
8. New Cingular Wireless Services, Inc. is wholly owned by Cingular Wireless LLC.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 16th day of January, 2006.


Carolyn J. Wilder, Assistant Secretary

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