

1 [Real Property Lease Amendment - Communication and Control, Inc. - Communication
2 Services Facilities in Alameda County - Monthly Base Rent \$9,080]

3 **Resolution 1) approving and authorizing the General Manager of the San Francisco**
4 **Public Utilities Commission (SFPUC) to execute Amendment No. 1 (Amendment) to the**
5 **Radio Communications Site Lease dated April 1, 2015, between the City and County of**
6 **San Francisco, through the SFPUC, as the tenant, and Communication and Control,**
7 **Inc., as the landlord, to allow the SFPUC to expand the leased premises on a portion of**
8 **Assessor's Parcel No. 096-0090-005-07 in unincorporated Alameda County and operate**
9 **additional radio communication equipment on the tower located on the premises for an**
10 **initial monthly base rent of \$9,080 for the lease of the expanded premises; 2) affirming**
11 **the Planning Department's determination under the California Environmental Quality**
12 **Act, pursuant to Administrative Code, Section 31.04(h); and 3) authorizing the General**
13 **Manager of the SFPUC and/or City's Director of Property to execute documents, make**
14 **certain modifications, and take certain actions in furtherance of this Resolution, as**
15 **defined herein; and to authorize the SFPUC General Manager and/or City Director of**
16 **Property to enter into any amendments or modifications to the Amendment, including**
17 **without limitation, the exhibits, that the General Manager determines, in consultation**
18 **with the City Attorney, are in the best interests of the City, do not materially increase**
19 **the obligations or liabilities of the City, and are necessary or advisable to effectuate the**
20 **purposes and intent of the Amendment, or this Resolution, pursuant to Charter,**
21 **Section 9.118.**

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23 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) selects radio
24 sites for their strategic location to meet communication coverage requirements throughout the
25 SFPUC Water Enterprise's seven-county, 2,400-square mile radio coverage area; and

1 WHEREAS, Communications and Control, Inc., a California corporation (the Landlord),
2 owns real property in unincorporated Alameda County, California, known as Assessor's
3 Parcel No. 096-0090-005-07, more commonly known as Mt. Allison (the Property); and

4 WHEREAS, The Landlord owns and operates communication towers and equipment
5 shelters, and other appurtenances and improvements on the Property; and

6 WHEREAS, On November 1, 2005, the City and County of San Francisco (the City),
7 through the SFPUC, entered into a Radio Communications Site Lease with the Landlord, and
8 on July 1, 2012, the SFPUC entered into a subsequent Radio Communications Site Lease
9 with the Landlord (together, the Original Leases) to lease certain space on the Property for the
10 SFPUC's antennas and equipment (SFPUC Facilities); and

11 WHEREAS, The Original Leases expired, and, on April 1, 2015, the parties entered
12 into a new Radio Communications Site Lease (Existing Lease), which allows the SFPUC to 1)
13 continue leasing space on the Property for SFPUC Facilities (Existing Premises); 2) construct
14 a new tower for one of the City's existing antennas and affix an additional antenna; and 3)
15 lease other space in the shelter for additional equipment; and

16 WHEREAS, On July 8, 2014, by Resolution No. 14-0112, the SFPUC Commission
17 authorized the General Manager to execute the Existing Lease and to enter into any future
18 amendments to add additional facilities or expand the premises to include additional SFPUC
19 communications antennas and equipment, provided that such amendments do not increase
20 the rent under the Existing Lease by more than 20 percent); and

21 WHEREAS, On October 28, 2014, by Resolution No. 401-14, this Board of Supervisors
22 authorized the General Manager of the SFPUC to execute the Existing Lease with the
23 Landlord, on the terms described above; and

1 WHEREAS, The Existing Lease provides the SFPUC with a five-year initial term, plus
2 four options to extend for five years each, which extend automatically unless the SFPUC
3 gives at least 90 days' notice not to extend; and

4 WHEREAS, The SFPUC is presently under the first five-year extension term and
5 currently pays the Landlord \$5,714 per month, plus certain utility costs for its use of the
6 Existing Premises; and

7 WHEREAS, The City, through the SFPUC, seeks to execute an amendment (the
8 proposed Amendment) to expand the area of the Existing Premises (the Existing Premises
9 plus the expansion area are collectively, the Expanded Premises) and allow the SFPUC to
10 install, operate, and maintain additional equipment within the existing equipment shelter and
11 on the tower located on the Existing Premises (Additional SFPUC Facilities); and

12 WHEREAS, On September 26, 2022, the Planning Department determined the SFPUC
13 - Water Radio Replacement Project, East Bay Sites to be categorically exempt from
14 environmental review under the California Environmental Quality Act (CEQA) Guidelines
15 Sections 15301, Class 1 (Existing Facilities) and 15302, Class 2 (Replacement or
16 Reconstruction) under Case Number 2022-008210ENV; and

17 WHEREAS, Mt. Allison is one of the East Bay Water Radio Replacement Project sites,
18 and the work contemplated under the Amendment is within the scope of work authorized
19 under the Categorical Exemption; and

20 WHEREAS, Copies of the CEQA findings by the Planning Department are on file with
21 the Clerk of the Board of Supervisors in File No. 250084, and are incorporated in the
22 Resolution by this reference as if set forth fully herein; and

23 WHEREAS, The Monthly Base Rent for the Expanded Premises is \$9,080, subject to
24 adjustment as provided in the Existing Lease; and

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1 WHEREAS, The City also agrees to assume responsibility for the Pacific Gas and
2 Electric Company (PG&E) meter and pay all electrical costs directly, and the Landlord agrees
3 to pay for all gas costs; and

4 WHEREAS, The \$3,366 monthly rent increase for the Additional SFPUC Facilities is
5 greater than 20% of the current rent under the Existing Lease, requiring the approval of the
6 Amendment by the SFPUC Commission, the Board of Supervisors, and the Mayor; and

7 WHEREAS, On January 14, 2025, by Resolution No. 25-0005, the SFPUC
8 Commission approved and authorized the General Manager to execute the Amendment
9 subject to the Board of Supervisors' and Mayor's approval; now, therefore, be it

10 RESOLVED, That this Board of Supervisors approves and authorizes the General
11 Manager of the SFPUC to execute the Amendment; and, be it

12 FURTHER RESOLVED, That this Board of Supervisors finds that the SFPUC – Water
13 Radio Replacement Project, East Bay Sites to be categorically exempt from environmental
14 review under the California Environmental Quality Act (CEQA) Guidelines Sections 15301,
15 Class 1 (Existing Facilities) and 15302, Class 2 (Replacement or Reconstruction) as set forth
16 in the Planning Department's Environmental Review dated September 26, 2022; and, be it

17 FURTHER RESOLVED, That this Board of Supervisors authorizes the General
18 Manager of the SFPUC and/or City's Director of Property to execute documents, make certain
19 modifications, and take certain actions in furtherance of this Resolution, as defined herein;
20 and, be it

21 FURTHER RESOLVED, That this Board of Supervisors authorizes the SFPUC General
22 Manager and/or City Director of Property to enter into any amendments or modifications to the
23 Amendment, including without limitation, the exhibits, that the General Manager determines,
24 in consultation with the City Attorney, are in the best interests of the City; do not materially
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1 increase the obligations or liabilities of the City; are necessary or advisable to effectuate the
2 purposes and intent of the Amendment, or this resolution; and, be it

3 FURTHER RESOLVED, That within 30 days of the execution of the Amendment, the
4 General Manager of the SFPUC shall provide the signed revised Amendment to the Clerk of
5 the Board of Supervisors for inclusion in the official file.

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