

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE THIS SIXTH AMENDMENT TO A TOWER/GROUND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, SUCCESSOR IN INTEREST TO AT&T MOBILITY TEXAS, LLC AND TO EXECUTE ADDITIONAL AMENDMENTS AS NEEDED AND WITHIN THE LIMITATIONS SET OUT HEREIN; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Denton owns a radio tower located at McKenna Park primarily for City use (“McKenna Park Tower”); and

WHEREAS, the City has leased unused space both on the McKenna Park Tower and ground space adjacent to the same to privately held wireless communication companies; and

WHEREAS, on June 18, 2002, the City entered into a Tower/Ground Lease Agreement with Cingular Wireless PCS, LLC (now d/b/a New Cingular Wireless PCS, LLC, successor in interest to AT&T Mobility Texas, LLC) (“New Cingular”), which allowed the placement of wireless facilities on the McKenna Park Tower, and on the ground adjacent to the tower (“Cingular Tower/Ground Lease”); and

WHEREAS, the Cingular Tower/Ground Lease has been amended five times since 2002: January 6, 2009, July 15, 2014, and October 18, 2016, and October 18, 2017, and August 6, 2019 to allow New Cingular to replace existing wireless equipment with newer equipment within the existing leased space; and

WHEREAS, Ordinance 2017-302 authorized the City Manager to administratively execute future amendments to tower leases when said amendments seek only to change the type of equipment being used within the existing leased space, and provided that the lessee provides satisfactory evidence that the structural integrity of the tower would not be affected, and the City’s use of the tower would not be interfered with; and

WHEREAS, prior amendments to the Cingular Tower/Ground Lease have updated the number and/or the type of equipment being allowed on the tower or on the ground and have not changed any other terms or conditions of the respective leases including the term of the lease, the compensation to the City, the area utilized on the tower or the ground, or the impact on the structural integrity of the tower; and

WHEREAS, the currently proposed amendment, attached hereto as Exhibit “A”, provides

for updated insurance coverages, and is consistent with prior approved amendments to add or update equipment within the existing leased space; and

WHEREAS, Lessee has provided evidence satisfactory to the City that neither the structural integrity of the tower nor the City's use of the tower is negatively affected; and

WHEREAS, the City Council finds it is in the public interest to update the equipment and insurance requirements for the Tower/Ground Lease Agreement with Cingular Wireless PCS, LLC; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The City Manager, or their designee, is authorized, without further authority, guidance, or direction from the Council, to execute this Sixth Amendment to Tower/Ground Lease Agreement with Cingular Tower Wireless PCS, LLC, and is further authorized to carry out the rights and duties of the City under the amendment.

SECTION 3. The City Manager, or their designee, is authorized without further authority, guidance, or direction from the Council, to execute future amendments with Cingular Tower Wireless PCS, LLC to comply with changes in state law, City policy, and ministerial changes that do not affect the size of the leased area or decrease the rental payments thereunder.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council declares that it would have ordained such remaining portions despite any such invalidity, and such remaining portion shall remain in full force and effect.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded motion to approve this ordinance was made by \_\_\_\_\_, the ordinance was passed and approved by the following vote [ \_\_\_\_ - \_\_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn