

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Gary Shimun, Town Administrator / 797-1030

PREPARED BY: Phillip R. Holste, Program Manager / 797-1041

SUBJECT: Resolution

AFFECTED DISTRICT: 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE TOWER SPACE LICENSE BETWEEN AMERICAN TOWER AND METROPCS CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 3600 FLAMINGO ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On June 10, 1997, the Town signed an agreement (R97-205) with BellSouth Mobility to lease space for a monopole cellular tower at the Town of Davie Fire Station 68 (3600 Flamingo Road). The initial agreement provided for the placement of a 125' monopole with one co-location, leased 1,800 square of ground space and stated that the Town would receive 50% of co-location revenue. Subsequently, the Town Council approved the assignment of the BellSouth lease to Omnipoint Communications, Inc on November 19, 1997 (R97-405). This resolution also modified the initial agreement by stating that the Town agreed to the construction of the monopole at 150' and placement of two (2) co-locations or a total of three (3) carriers.

On December 5, 2000, a first amendment to the initial agreement was approved (R2000-289).

This amendment provided for the placement of three (3) co-locations or a total of four (4) carriers. Thereafter, Omnipoint was purchased by American Tower Delaware Corporation.

On May 16, 2001, a second amendment to the initial agreement was approved (R2001-332). The amendment leases an additional 778 square feet of ground space and approves a sublease between American Tower and Verizon.

On March 22, 2007, a third amendment to the initial agreement was approved (R2007-84). The amendment leases an additional 110 square feet of ground space and allow 4 co-locations or a total of five (5) carriers.

The third amendment states that the Town Council has final approval of any co-location agreement between American Tower and any future carriers. This resolution approves the co-location agreement or tower space license and grants permission to MetroPCS to co-locate on the monopole.

PREVIOUS ACTIONS: R97-205 (Original Lease Agreement), R97-405 (Lease Assignment), R2001-126 (First Amendment), R2001-332 (Second Amendment), R2007-84 (Third Amendment)

CONCURRENCES: Not applicable

FISCAL IMPACT: Yes

Has request been budgeted? No

Additional Comments: The Town will receive \$14,400 annually

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Exhibit I: Tower Space License

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE TOWER LICENSE LICENSE BETWEEN AMERICAN TOWER AND METROPCS CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 3600 FLAMINGO ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LESSOR and OMNIPOINT entered into that certain Lease Agreement (“Agreement”) dated November 19, 1997, which by this reference is incorporated herein and made a part hereof, whereby LESSOR leased to OMNIPOINT that certain real property in Broward County, Florida, located at 3600 S. Flamingo Road, Davie, FL, more specifically described in and substantially shown as outlined on Exhibit “A” attached hereto and made a part hereof (“Property”); and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the First Amendment to the Lease Agreement dated December 5, 2000 to allow for four (4) carriers on the tower; and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the Second Amendment to the Lease Agreement dated December 4, 2001 to lease an additional 778 square feet of ground space and approve a sublease between American Tower and Verizon; and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the Third Amendment to the Lease Agreement dated March 22, 2007 to lease an additional 110’ 4” of ground space and allow for five (5) carriers on the tower; and

WHEREAS, TENANT has agreed to a tower space license with MetroPCS for co-location on the monopole; and

WHEREAS, TENANT and MetroPCS have requested the Town's approval of the license.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. The Town Council of the Town of Davie hereby approves the aforementioned tower space license between American Tower and MetroPCS.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2008

EXHIBIT I: TOWER SPACE LICENSE

Licensor Site Name/Number: Davie Fire Station, FL / 91535
Licensee Site Name/Number: ATC Davie Fire Station / FL675SW233

SCHEDULE TOWER SPACE LICENSE

This Schedule is executed and delivered pursuant to that certain Master Tower Space License Agreement between Licensor and Licensee dated June 7, 2005 (the "Agreement"). All terms and conditions of the Agreement are incorporated herein by reference and made a part hereof for all purposes.

Upon the execution by Licensee and Licensor, Licensee hereby licenses the Licensed Premises described below or the installation and operation of its Equipment described herein in accordance with the terms and conditions of the Agreement and those set forth below:

License Contract Number:

Licensee Information:

Licensee's Name: MetroPCS Florida, LLC
1000 Sawgrass Corporate Parkway, Suite 400
Ft. Lauderdale, FL 33323
Attn: Property Manager

Contact Name: Leasing & Zoning Manager
Contact Number: 954-839-2600
Fax Number: 954-838-7104

With copy to: MetroPCS Florida
8144 Walnut Hill Lane, Suite 800
Dallas, TX 75231

Licensor Information:

Notice Address: Unisite/Omnipoint FL Tower Venture, LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801

Contact Name: Contracts Manager
Contact Phone Number: 781-926-4500
Contact Fax Number: 781-926-4555

Remittance Address: Unisite/Omnipoint FL Tower Venture, LLC
c/o American Tower Corporation
Dept. 5305
P.O. Box 30000
Hartford, CT 06150-5305

Tower Information:

Licensor Site Name: Davie Fire Station, FL Coordinates: 26-4-32.5 N / 80-18-47 W
Licensor Site Number: 91535

Is this Licensed Space subject to a right of first refusal? ___ Yes No
Is Licensor requiring use of a stackable shelter? ___ Yes No
Is this Tower Facility on owned or leased land? Owned ___ Leased (if leased the
Ground Lease with economic terms redacted shall be attached as Exhibit C.)
Will this Tower Facility require structural modifications to accommodate Licensee's
Equipment for its initial installation? ___ Yes No

License Fees and Term:

License Commencement Date: the earlier of the commencement of installation of

Licensors Site Name/Number: Davie Fire Station, FL / 91535
Licensee Site Name/Number: ATC Davie Fire Station / FL675SW233

Licensee's equipment or December 1, 2007, which shall in no event exceed ninety (90) Days from the date this Schedule is mailed to Licensee, the Offer Date, as set forth in Section 4.2, except as delayed as provided in the "Other Provisions" section of this Schedule).

The date this Schedule is mailed to Licensee, the Offer Date, is September 1, 2007.

License Fee: Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00), payable monthly in advance with the first payment due thirty (30) Days from the date the invoice is mailed by Licensor to Licensee.

Refer to Section 4.2 of the Agreement for the duration of the Term (including renewal periods) and Section 6.1 of the Agreement for the Annual Escalator.

Licensee Equipment Information:

Licensee's Equipment, Frequencies and Channels and the identification of the Licensed Space at the Tower Facility are described in Exhibit A, which is incorporated herein by reference and made a part hereof.

Site Drawings pursuant to Section 8.2(i) of the Agreement, including the location of Licensee's Equipment within Licensor's building or shelter (if applicable) shall be attached hereto as Exhibit B.

A copy of any applicable and available Ground Lease with the economic terms redacted as Exhibit C of the Schedule.

As-Built Drawings pursuant to Section 8.2(i) of the Agreement shall be attached hereto as Exhibit D.

Other Provisions:

- a) Notwithstanding anything to the contrary in the Agreement, the offer expressed to Licensee in this Schedule shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Schedule by Licensor but before the commencement of the installation of Licensee's Equipment indicates that the Tower Facility is not suitable for Licensee's Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.
- b) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- c) Licensor and Licensee understand and acknowledge that this Agreement is contingent upon Licensor providing Licensee with notice that Licensor has either acquired or leased additional ground space at the Tower Site sufficient to accommodate Licensee's Approved Equipment as set forth herein.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Licensor Site Name/Number: Davie Fire Station, FL / 91535
Licensee Site Name/Number: ATC Davie Fire Station / FL675SW233

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

Agreed to and accepted by:

LICENSOR:

Unisite/Omnipoint FL Tower Venture, LLC, a
Delaware limited liability company

By:

[Signature]
Name: Richard Rossi
Title: Director, Contract Management

Date: 11-3-07

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

Agreed to and accepted by:

LICENSEE:

Metro PCS Florida, LLC, a Delaware limited liability
company

By:

[Signature] 10/30/2007
Name: Robert Negrón
Title: VP Finance

The offer of license expressed in any this Schedule as offered to Licensee shall automatically expire and become void if not accepted and executed by Licensee and such acceptance received by Licensor within thirty (30) Days of the Offer Date in accordance with Section 3. This Schedule does not constitute Licensed Space until completed and executed by both parties in accordance with Section 3.1(c).

Licensors Site Name/Number: Davie Fire Station, FL / 91535
Licensee Site Name/Number: ATC Davie Fire Station / FL675SW233

EXHIBIT A

DESCRIPTION AND LOCATION OF EQUIPMENT

See attached

EXHIBIT A

Metro PCS Florida, LLC

David Fire Station

GROUND SPACE REQUIREMENTS

LOCATION OF CUSTOMER EQUIPMENT	INDOOR CABINETS (ATC Building) <input type="checkbox"/>	OUTDOOR SHELTER (Customer Building) <input type="checkbox"/>	BTS <input checked="" type="checkbox"/>
# of RACKS/CABINETS/BTS	4		
LEASED GROUND SPACE DIMENSIONS (HxLxW) (ft)	10' x 8' x 13' 8"		EQUIPMENT SHELTER/CABINET/BTS DIMENSIONS (HxLxW) (ft) 72" x 40" x 36"
ADDITIONAL GROUND SPACE REQUIREMENTS (H x L x W)	N/A	POWER PROVIDED BY: ATC PROVIDED <input type="checkbox"/>	UTILITY COMPANY DIRECT <input checked="" type="checkbox"/>
TELCO/INTERCONNECT REQUIREMENTS	POTS <input type="checkbox"/>	T1 <input checked="" type="checkbox"/>	MICROWAVE <input type="checkbox"/> FIBER OPTICS <input type="checkbox"/>
GENERATOR INFORMATION	APPLICANT PROVIDED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>	
	MANUFACTURER	N/A	MAKE/ MODEL N/A CAPACITY (KW) N/A
	FUEL TYPE	N/A	TANK SIZE N/A BODY TYPE N/A

ANTENNA EQUIPMENT SPECIFICATIONS

	SECTOR #1	SECTOR #2	SECTOR #3	DISH	T/M/A	GPS
ANTENNA QUANTITY	2	2	2	N/A	N/A	N/A
TRANSMIT OR RECEIVE	TX/RX	TX/RX	TX/RX	N/A	N/A	N/A
MANUFACTURER	EMS	EMS	EMS	N/A	N/A	N/A
TYPES OF ANTENNAS	Panel	Panel	Panel	N/A	N/A	N/A
MODEL #	RR33-20-XXDPL4	RR33-20-XXDPL4	RR33-20-XXDPL4	N/A	N/A	N/A
ANTENNA WEIGHT (Per Antenna)	27 lbs	27 lbs	27 lbs	N/A	N/A	N/A
ANTENNA DIMENSIONS (HxWxD) (Indicate feet or inches)	60" x 12" x 4"	60" x 12" x 4"	60" x 12" x 4"	N/A	N/A	N/A
ANTENNA MOUNT HEIGHT (ft)	85'	85'	85'	N/A	N/A	N/A
RAD CENTER AGL (ft)	85'	85'	85'	N/A	N/A	N/A
MOUNT TYPE (Flush, Platform, Pipe, T-frame, etc.)	Mid Mount	Mid Mount	Mid Mount	N/A	N/A	N/A
TOWER LEG	N/A	N/A	N/A	N/A	N/A	N/A
DIRECTION OF RADIATION	0	120	240	N/A	N/A	N/A
TX FREQUENCY	1975-1900 MHz	1975-1900 MHz	1975-1900 MHz	N/A	N/A	N/A
RX FREQUENCY	1895-1910 MHz	1895-1910 MHz	1895-1910 MHz	N/A	N/A	N/A
ANTENNA GAIN	19.7/17.6 (dBd/dBi)	19.7/17.6 (dBd/dBi)	19.7/17.6 (dBd/dBi)	N/A	N/A	N/A
# of LINES PER ANTENNA	2	2	2	N/A	N/A	N/A
LINE TYPE	Coax	Coax	Coax	N/A	N/A	N/A
LINE DIAMETER	1.5/8"	1.5/8"	1.5/8"	N/A	N/A	N/A
Is equipment transmitting on unlicensed frequencies? (check box)	Yes <input type="checkbox"/>		No <input checked="" type="checkbox"/>			

BUILDING/SHELTER EQUIPMENT SPECIFICATIONS

	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5	TRANSMITTER #6
MANUFACTURER	Lucent	Lucent	Lucent	N/A	N/A	N/A
TYPE & MODEL	Modular Cell 4.0	Modular Cell 4.0	Modular Cell 4.0	N/A	N/A	N/A
TYPE OF SERVICE	CDMA	CDMA	CDMA	N/A	N/A	N/A
TX POWER OUTPUT	16 Watts	16 Watts	16 Watts	N/A	N/A	N/A
ERP	483 Watts	483 Watts	483 Watts	N/A	N/A	N/A
AVERAGE MONTHLY POWER CONSUMPTION (if Applicable)	N/A	N/A	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200 Amps / 240 Volts			N/A	N/A	N/A
COMBINER/# of PORTS (Applicable only if using Master Combining System)	N/A	N/A	N/A	N/A	N/A	N/A

