

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: JUNE 20 2012

AGENDA ITEM SUMMARY NO. H12-6-2-1

- AWARDS/ PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

TITLE/SUBJECT: 1ST AMENDMENT TO ANNUAL LEASE AGREEMENT FOR RENTAL OF SPACE ON THE CITY'S 911 COMMUNICATION TOWER.

RECOMMENDATION / MOTION: STAFF RECOMMENDS THE CITY COUNCIL AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE 1ST AMENDMENT TO THE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, OF ALPHARETTA, GEORGIA FOR THE LEASE OF SPACE ON THE 911 COMMUNICATION TOWER TO ALLOW FOR THE INSTALLATION OF ADDITIONAL ANTENNAS AND RELATED EQUIPMENT FOR ADDITIONAL ANNUAL COMPENSATION IN THE AMOUNT OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

INTER-DEPARTMENTAL REVIEW & DATE

• Assistant City Manager	Library
• City Attorney <i>PKC 6/13/12</i>	Marina
• City Clerk <i>CB 6/13</i>	• Police <i>Go</i>
• Community Development <i>MM 6-13-12</i>	• Public Works
• Finance <i>KA 6/13/12</i>	• Purchasing <i>BY 6/12/12</i>
Fire	Recreation & Parks
Human Resources	Utilities
Information Technology	Other

APPROVED BY CITY MANAGER: *Ruth P. Jones* DATE: 6-14-12

Originating Dept. <i>Buy H</i> Purchasing/IT User Dept. POLICE/CITY MANAGER	Costs: \$ N/A Current FY: <u>11/12</u> Funding Source: <input checked="" type="checkbox"/> Annual Revenue: General Fund: \$9,000 Annually (Pro-rated at 25% - \$2,250 for FY '11/12) Budget Account Number: 001-369-901	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff Attachments: 1) Resolution 2) 1 st Amendment to Lease 3) Original Memorandum of Lease 4) Structural Report (pg 1-7 of 31) 5) Notice of Zoning Approval 6) Approved Building Permits
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BACKGROUND/SUMMARY:

On August 19, 2009, the City Council approved Resolution # 101-09, authorizing a site lease with New Cingular Wireless PCS, LLC, of Alpharetta, Georgia for available space on the City's 911 communication tower. The lease term provided for an initial five year lease term with three (3) additional five (5) year lease renewal options. The annual lease rental compensation to the City is \$18,000 with annual 3% increases throughout the lease term. The City is scheduled to receive \$19,669 for calendar year 2012.

Item No. 4

AGENDA ITEM SUMMARY NO. H12-6-2-1

New Cingular Wireless has requested to add three (3) additional antennas to its current antenna array. In exchange for the City's amendment to the lease to allow for the installation of the additional (3) antennas, the tenant has agreed to compensate the City with payment of an additional \$9,000 annually. The additional compensation will be prorated for calendar year 2012. The City is scheduled to receive total compensation of \$29, 529 for calendar year 2013 if the amendment to the lease is approved.

A structural analysis report (see attachment) detailing the impact of the additional antennas upon the tower was performed by the consulting firm NSORO of Atlanta, Georgia and signed and sealed by Ahmet Colakoglu, PE a Florida Professional Engineer (License No: 69688).

The City Engineer has reviewed the structural analysis report and the proposed changes needed for the three (3) additional antennas and based upon representations contained in the structural report estimates the addition of the antennas will not have a material impact on the tower's over structural capacity or the City's ability to lease antenna space to another wireless carrier should the City be presented with an opportunity to negotiate a favorable lease agreement in the near future. The three new antennas will be installed between the two existing antenna arrays.

Also, the proposed antenna changes have been reviewed and approved for zoning compliance and a permit has been issued by the building department (see attachments).

Accordingly, staff recommends City Council authorize the proposed amendment to site lease for space on the City's existing 911 communication tower as requested by the New Cingular PCS, LLC of Alpharetta, Georgia.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>\$2,250</u>	<u>\$9,270</u>	<u>\$9,548</u>	<u>\$9,834</u>	<u>\$10,129</u>
Program Income (City)	<u>NA</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
In-Kind Match (City)	<u>NA</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
NET FISCAL IMPACT	<u>\$2,250</u>	<u>\$9,270</u>	<u>\$9,548</u>	<u>\$9,834</u>	<u>\$10,129</u>

NO. ADDITIONAL FTE POSITIONS (Cumulative) N/A _____

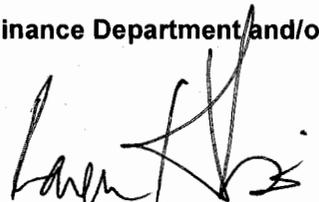
Is Item Included In Current Budget? Yes No
 Budget Account No.: Fund Dept/Division Org. Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:



 Finance Department

 Purchasing and Grants

B. Other Department Review:

 Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDMENT TO THE LEASE AGREEMENT FOR SPACE ON THE CITY'S 911 COMMUNICATION TOWER WITH NEW CINGULAR WIRELESS PCS, LLC OF ALPHARETTA, GEORGIA BY ALLOWING THE INSTALLATION OF ADDITIONAL ANTENNAS AND RELATED EQUIPMENT FOR ADDITIONAL ANNUAL RENTAL COMPENSATION IN THE AMOUNT OF \$9,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach owns and maintains a communication tower located at 600 West Blue Heron Boulevard, Riviera Beach, Florida to support Police Department 911 communication operations; and

WHEREAS, the City (Landlord) entered into a Site Lease Agreement dated August 19, 2009 which provided for a five (5) year lease with three (3) additional five (5) year renewal periods with New Cingular Wireless PCS, LLC of Alpharetta, Georgia (Tenant) for the lease of excess space on the existing 911 communication tower; and

WHEREAS, the City and New Cingular Wireless desire to amend the Agreement to allow for the installation of additional antennas, associated conduits, cables and equipment; and

WHEREAS, the City and New Cingular Wireless desire to adjust the rent in conjunction with the modifications to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts and approves the proposed amendment to the original lease agreement with New Cingular Wireless PCS, LLC.

SECTION 2. The Mayor and City Clerk are authorized to execute the amendment to the agreement on behalf of the City.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. _____
PAGE 2

PASSED AND APPROVED this _____ day of _____ 2012

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

JUDY L. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

D. PARDO _____

J. DAVIS _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

Market: South Florida
Cell Site Number: AAYE
Cell Site Name: AAYE
Fixed Asset Number: 10126615

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between City of Riviera Beach, a Florida municipal corporation, having a mailing address of 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement dated August 19, 2009, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 600 West Blue Heron Boulevard, Riviera Beach, County of Palm Beach, Florida 33404 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated conduits, cables and equipment; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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. Additional Antennas. In addition to the existing antennas permitted in the Agreement, Landlord consents to the installation and operation of (3) additional antennas, associated conduits, cables and equipment. Landlord's execution of this Amendment will signify Landlord's approval of the installation of (3) additional antennas, associated conduits, cables and equipment. The number of antennas installed after this Amendment will be (9).

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by Nine Thousand and No/100 Dollars (\$9,000.00) per year, pro-rated through December 31, 2012 and subject to further adjustments as provided in the Agreement. Upon Tenant's removal of additional antennas, Rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

3. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **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.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

City of Riviera Beach

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Approved as the form and legal sufficiency

By: *Fernando A. G.*

Title: *City Attorney*

"TENANT"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Debbie Lewis

Title: Area Manager, Construction and
Engineering

Date: _____

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach)

On the ____ day of _____, 2012 before me personally appeared Debbie Lewis, and acknowledged under oath that she is the Area Manager, Construction and Engineering, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of City of Riviera Beach, the Florida municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

ATTACHMENT 1

MEMORANDUM OF LEASE

Return to:

AT&T Mobility Corporation,
Attn: Julie Heffernan, SFL Real Estate Administration Manager
Network Real Estate Administration
5201 Congress Boulevard, Suite 100
Boca Raton, FL 33487

Re: Cell Site #AAYE;
Cell Site Name: AAYE
Fixed Asset Number: 10126615
State: Florida
County: Palm Beach
Folio: 56-43-42-28-25-030-0000

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2012, by and between City of Riviera Beach, a Florida municipal corporation, having a mailing address of 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the 19th day of August 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach)

On the ____ day of _____, 2012 before me personally appeared Debbie Lewis, and acknowledged under oath that she is the Area Manager, Construction and Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of City of Riviera Beach, the Florida municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 2012, by and between City of Riviera Beach, a Florida municipal corporation as Landlord, and New Cingular Wireless PCS LLC, a Delaware liability company, as Tenant.

See attached

DESCRIPTIONS

11.50'x20.00' AT&T MOBILITY LEASE PARCEL
(description prepared by this office)

Being a 11.50 foot by 20.00 foot lease parcel of land, said parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 to the Point of Beginning; thence South 88°57'50" East, for a distance of 20.00 feet; thence South 23°02'10" West, for a distance of 11.50 feet; thence North 88°57'50" West, for a distance of 20.00 feet; thence North 23°02'10" East, for a distance of 11.50 feet to the Point of Beginning.

containing ±230 square feet.

DESCRIPTIONS

8.00'x12.00' AT&T MOBILITY LEASE PARCEL
(description prepared by this office)

Being a 8.00 foot by 12.00 foot lease parcel of land, said parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance of 11.50 feet; thence South 88°57'50" East, for a distance of 20.00 feet; thence South 23°02'10" West, for a distance of 11.50 feet; thence South 28°14'04" west, for a distance of 6.92 feet to the Point of Beginning; proceed thence South 22°38'21" West, for a distance of 12.00 feet; thence North 07°21'39" West, for a distance of 8.00 feet; thence North 22°38'21" East, for a distance of 12.00 feet; thence South 87°21'39" East, for a distance of 8.00 feet to the Point of Beginning.

containing ±72 square feet.

15' WIDE INGRESS AND EGRESS ACCESS EASEMENT
(description prepared by this office)

Being a 15 foot wide ingress and egress access easement crossing over and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 7.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'50" East, for a distance of 7.50 feet to the Point of Beginning; proceed thence along the center line of this easement North 23°02'10" East, for a distance of 83.12 feet; thence North 59°57'08" East, for a distance of 73.23 feet; thence North 06°25'23" West, for a distance of 32.08 feet to the South right of way line of West 28th Street (a 50' wide public right of way), the Point of Terminus.

containing ±3,105 square feet or 0.06 acre more or less.

3' WIDE UTILITIES EASEMENT
(description prepared by this office)

Being a 3 foot wide utilities easement crossing over, under and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'50" west, for a distance of 3.88 feet to the Point of Beginning; proceed thence South 22°44'24" West, for a distance of 124.10 feet; thence South 08°38'47" West, for a distance of 23.15 feet; thence South 22°37'56" West, for a distance of 74.68 feet; thence South 87°22'04" East, for a distance 5.85 feet to an existing electric transformer, the Point of Terminus.

containing ±1,155 square feet

3' WIDE UTILITIES EASEMENT
(description prepared by this office)

Being a 3 foot wide utilities easement crossing over, under and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'50" west, for a distance of 3.88 feet; thence 22°44'24" West, for a distance of 124.10 feet; thence South 08°38'47" West, for a distance of 23.15 feet to the Point of Beginning; proceed thence along the center line of this easement South 87°05'49" East, for a distance of 31.29 feet to the Point of Terminus.

containing ±145 square feet



WIRELESS SITE DEVELOPMENT SERVICES

RECEIVED

MAY 10 2012

CITY ATTORNEY'S OFFICE

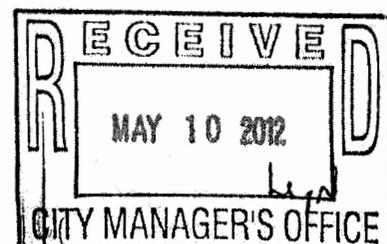
Memorandum

To: City Manager
CC: Ben Guy
From: Doug Lindstrom
Date: 5/9/2012
Re: AT&T Amendments for Tower at 600 W Blue Heron

Per Ben Guy please find enclosed amendments for the AT&T equipment addition to the tower at 600 Blue Heron Blvd. Should you have any questions please call me at 954-214-3030

Thanks,

Doug Lindstrom



RESOLUTION NO. 101-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LEASE AGREEMENT FOR THE RENTAL OF SPACE ON THE CITY'S 911 COMMUNICATION TOWER, WITH THE NEW CINGULAR WIRELESS PCS, LLC OF ATLANTA, GEORIGIA, IN THE AMOUNT OF \$18,000.00 WITH ANNUAL INCREASES OF 3% OVER THE TERM OF THE CONTRACT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Police Department constructed a new 911 Communication tower, located at 600 West Blue Heron Boulevard, Riviera Beach, Florida; and

WHEREAS, the new Cingular Wireless PCS, LLC of Atlanta GA wishes to lease space on the City's 911 Communication tower for an initial term of five (5) years with an automatic renewal for three (3) additional five year terms.

WHEREAS, the proposed lease will provide an opportunity to leverage City assets and will generate an additional source of needed revenue estimated at more than \$480,000 over the term of the lease agreement; and

WHEREAS, such arrangements are beneficial to the City and consistent with the City Council's commitment to generate additional revenues to help reduce the cost of government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts and approves the proposed lease agreement with New Cingular Wireless PCS, LLC of Atlanta, Georgia in the amount of eighteen thousand (\$18,000) dollars yearly with annual increases of three (3%) percent.

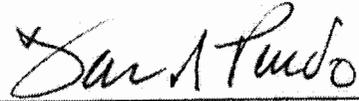
SECTION 2. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19 day of August 2009.

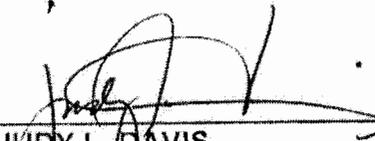
APPROVED:


THOMAS A. MASTERS
MAYOR

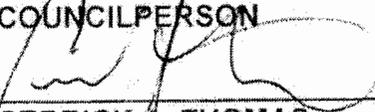

DAWN S. PARDO
CHAIRPERSON

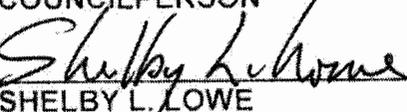
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

D. PARDO aye

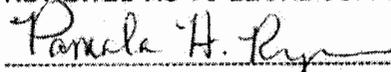
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/12/09

Prepared by:

Genevieve Simpson

SBA Network Services, Inc.

5900 Broken Sound Parkway

Boca Raton, FL 33487.

Return to:

New Cingular Wireless PCS, LLC

12555 Cingular Way

Alpharetta, Georgia 30004

Attn: Network Real Estate Administration

Cell Site No: **AAYE**; Cell Site Name: **AAYE**

Fixed Asset Number: 10126615

State: Florida

County: Palm Beach

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 19 day of August, 2009, by and between City of Riviera Beach, Florida, a municipal corporation having a mailing address of 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the ____ day of _____, 2009, for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the

provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

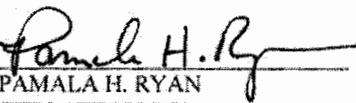
BY _____

BY _____

ATTEST:

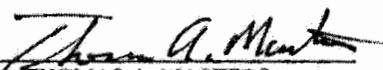
BY  _____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY  _____
PAMALA H. RYAN
CITY ATTORNEY

LANDLORD:

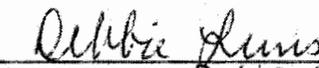
CITY OF RIVIERA BEACH

By:  _____
THOMAS A. MASTERS
MAYOR

[Signatures continued on next page]

WITNESSES:


Print Name: John F. Hobby


Print Name: Debbie Lewis

"TENANT"

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

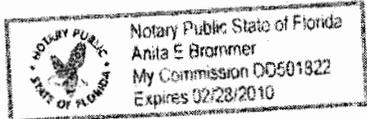
By: AT&T Mobility Corporation
Its: Manager


By: _____
Name: Carlos Sanchez
Its: Network Executive Director
Date: 4/29/09

TENANT ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Palm Beach) ss:

On the 29 day of April in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared Carlos Sanchez personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Anita E. Brommer
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Palm Beach) ss:

On the 19th day of August in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared Thomas A. Masters personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Claudene L. Anthony
Notary Public: _____
My Commission Expires: _____



CLAUDENE L. ANTHONY
MY COMMISSION # DD 792064
EXPIRES: June 29, 2012
Bonded Thru Budget Notary Services

EXHIBIT 1

Page 1 of 2

to the Memorandum of Lease dated _____, 2008, by and between City of Riviera Beach, Florida, a municipal corporation (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "**Tenant**").

Legal Description of Landlord's Property

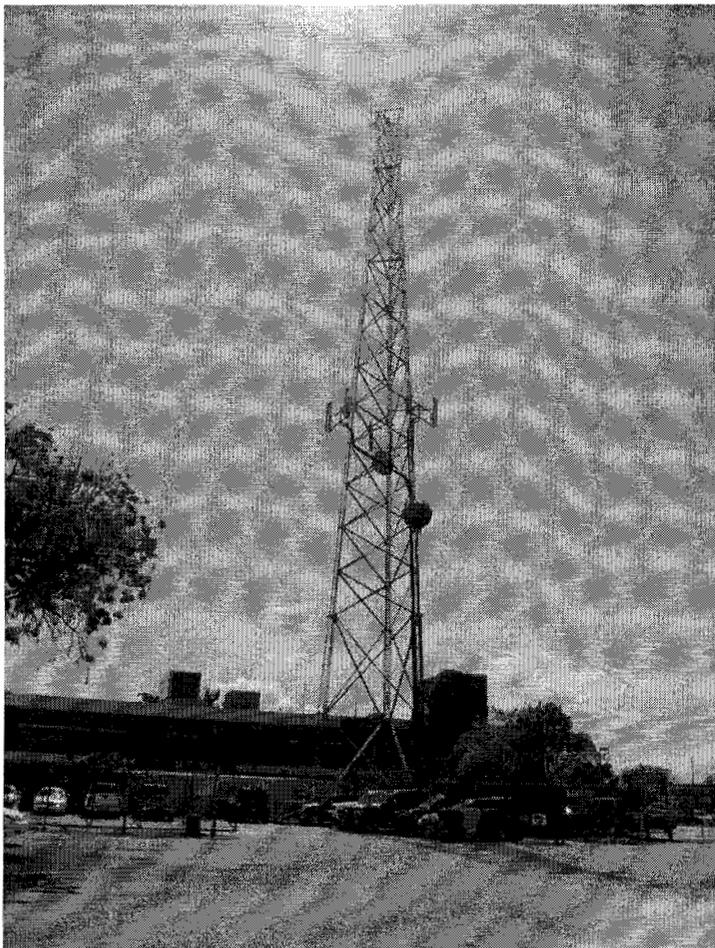
**STRUCTURAL ANALYSIS REPORT – Rev#1
TOWER**



6836 Bee Caves Road, Ste 258
Austin, TX 78746
Tel: (512) 617-6327



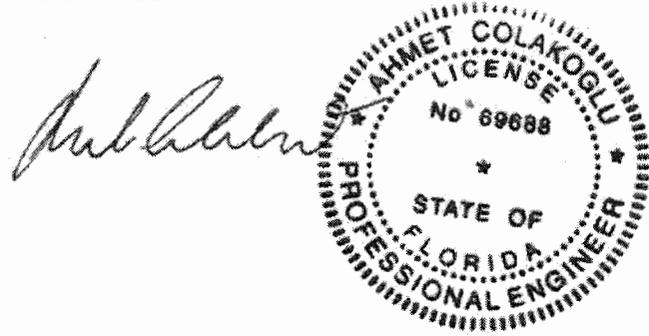
Prepared For:
NSORO
2859 Paces Ferry Road NE, 6th Floor
Atlanta, GA 30339



Tower Rating

Tower:	Pass
Foundation:	Pass

For LETS Volver International, LLC
1-13-2012



Ahmet Colakoglu, PE
Florida Professional Engineer
License No: 69688

AT&T Site ID: AAYE
FA # 10126615
600 West Blue Heron Boulevard
West Palm Beach, FL 33404

CONTENTS

1.0 - INTRODUCTION AND REFERENCE DOCUMENTS

1.1 - STRUCTURE DESCRIPTION

2.0 – EXISTING AND PROPOSED APPURTENANCES

3.0 - CODES AND LOADING

4.0 - STANDARD CONDITIONS FOR ENGINEERING SERVICES ON EXISTING
STRUCTURES

5.0 - ANALYSIS

6.0 - RESULTS AND CONCLUSION

APPENDICES

A - SOFTWARE OUTPUT

1.0 INTRODUCTION AND REFERENCE DOCUMENTS

The purpose of this analysis is to evaluate the structural capacity of the existing 180 ft tower, located at 600 West Blue Heron Blvd, West Palm Beach, FL 33404 for the addition and alteration of wireless telecommunication appurtenances proposed by AT&T.

The structural analysis is based on the following documentation provided to Volver International, LLC (Volver):

- Structural Analysis Report, prepared by AW Solutions, dated 11/24/2009.
- Tower drawings and foundation design drawings by the fabricator, dated 2/20/2007.
- Existing and Proposed AT&T Antenna Information provided by AT&T.

1.1 STRUCTURE DESCRIPTION

The triangular based self support tower was fabricated by Valmont, model U22x180, Eng File# A-122585. It is formed by (9) 20 ft sections. Truss legs are X braced from the bottom to the top. Tower slope changes at 160 ft. The tower is 6 ft wide at the top and 22 ft wide at the ground level. Please refer to Appendix A for details of the tower geometry.

2.0 EXISTING AND PROPOSED APPURTENANCES

The analysis is based on the following appurtenances:

Existing AT&T Configuration

CARRIER	RAD CENTER (FT)	ANTENNA & TMA	COAX	MOUNT
AT&T	85	(6) Kathrein 742-265 (6) TMAs	(12) 1 5/8"	(3) Sector Mounts

Proposed AT&T Configuration

CARRIER	RAD CENTER (FT)	ANTENNA & TMA	COAX	MOUNT
AT&T	85	(3) Kathrein 800 10765 (6) RRUS-11 (1) Raycap – DC6-48-60-18-8F	(1) Fiber Bundle (2) DC Bundles (1) RET Cable	

Final AT&T Configuration

CARRIER	RAD CENTER (FT)	ANTENNA & TMA	COAX	MOUNT
AT&T	85	(6) Kathrein 742-265 (3) Kathrein 800 10765 (6) RRUS-11 (1) Raycap – DC6-48-60-18-8F (6) TMAs	(12) 1 5/8" (1) Fiber Bundle (2) DC Bundles (1) RET Cable	(3) Sector Mounts

Antennas by Others

CARRIER	RAD CENTER (FT)	ANTENNA & TMA	COAX	MOUNT
-	180	10' Omni	1 5/8"	Pipe Mount
-	80	6' MW Dish with Radome	EW63	Pipe Mount
-	60	6' MW Dish with Radome	EW63	Pipe Mount
-	55	4' Yagi	1/2"	Pipe Mount
-	175	2' Dish with Radome with Radio	Bundle modeled as (2) 1 5/8"	(3) Leg Mounts
-	165	2' Dish with Radome with Radio		
-	170	Panel antenna		
Metro PCS	120	(6) HB-X-AW-18-45-00T	* (12) 1 5/8"	(3) Sector Mounts
Verizon Wireless	100	(6) BSA-171090-0	(6) 1 5/8"	(3) Sector Mounts
Clearwire	140	(3) Powerwave P65-18-XXW2-65	(3) 5/16"	(3) Side Arms
	144	(3) Andrew VHLP 2-18	(3) 1/2"	

* Metro PCS coax is assumed to be stacked as 6 lines on 6 lines.

3.0 CODES AND LOADING

The tower was analyzed per ANSI/TIA-222-G-1 as adopted by Florida Building Code 2007 with 2009 Supplements. The following wind loading was used in compliance with the standard:

- Basic wind speed 145 mph without ice
- Exposure C
- Structure Class III, Importance Factor = 1.15

The following load combinations were used with wind blowing at 0°, 60° and 90°, measured from a line normal to the face of the tower.

- 1.2D + 1.6W_o
- 0.9D + 1.6W_o

D: Dead Load of structure and appurtenances
W_o: Wind Load, without ice

4.0 STANDARD CONDITIONS FOR ENGINEERING SERVICES ON EXISTING STRUCTURES

The analysis is based on the information provided to Volver and is assumed to be current and correct. Unless otherwise noted, the structure and the foundation system are assumed to be in good condition, free of defects and can achieve theoretical strength.

It is assumed that the structure has been maintained and shall be maintained during its service. The superstructure and the foundation system are assumed to be designed with proper engineering practice and fabricated, constructed and erected in accordance with the design documents.

The analysis results presented in this report are only applicable for the previously mentioned existing and proposed appurtenances. Any deviation of the appurtenances and placement, etc., will require Volver to generate an additional structural analysis. Additionally, the proposed linear appurtenances (if any) should be placed per recommendations of this report.

5.0 ANALYSIS

The tower was analyzed by utilizing Risa-Tower, a non-linear 3-Dimensional finite element software, a product of Risa-Technologies. Software output for this analysis is provided in Appendix-A of this report.

6.0 RESULTS AND CONCLUSION

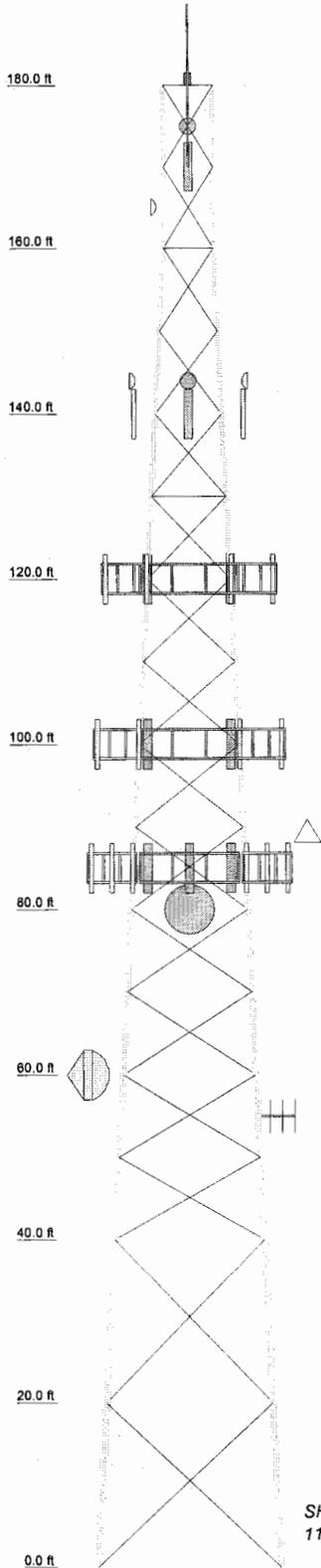
Based on a rigorous analysis per TIA-222-G (Referenced by FBC 2007 with 2009 Supplements), the existing tower is found to have **adequate** structural capacity for the proposed changes. For the aforementioned load combinations, the tower diagonals between 60 ft and 80 ft are stressed to **105%** of capacity as a maximum (industry wide accepted maximum stress level is 105%). Tower legs are stressed to **84%** at the ground level where the maximum stress level occurs. The tower foundation system is also found to have adequate capacity for the proposed changes.

Should you need any additional information regarding this report, please contact Ahmet Colakoglu, PE at (856) 313 7183 or at acolakoglu@volver.us.com.

Results Comparison:

	Volver Analysis	Valmont Design
Compression/Leg (kips)	558.8	610.0
Uplift/Leg (kips)	494.2	523.0
Tower Overturning (kip-ft)	10271	11273
Tower Shear (kips)	118.1	113.0

Section	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	T17	T18	T19	T20	T21	T22		
Legs	Pirod 207628		Pirod 195556		Pirod 195556		Pirod 195556		Pirod 195560		Pirod 139283													
Leg Grade	L2 1/2x2 1/2x3/16		L3x3x5/16		L3x3x5/16		L3x3x5/16		L4x4x3/8		2L3 1/2x3 1/2x5/16x3/8													
Diagonal Grade	L2x2x3/16		L3x3x3/16		L4x4x1/4		L4x4x1/4		L4x4x3/8		L4x4x3/8		L4x4x3/8		L4x4x3/8		L4x4x3/8		L4x4x3/8		L4x4x3/8		L4x4x3/8	
Top Girts	N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.	
Mid Girts	N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.		N.A.	
Face Width (ft)	8		8		10		10		12		12		14		14		16		16		18		18	
# Panels @ (ft)	14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10		14 @ 10	
Weight (lb)	38635.2		6881.7		9885.1		5930.0		4521.4		4811.6		3114.5		2745.8		2873.3		1786.7		2186.7		1786.7	



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Flash Beacon Lighting	180	Pirod 12' T-Frame Sector Mount (1) (VZW)	100
DB810K-XC	180	Pirod 12' T-Frame Sector Mount (1) (VZW)	100
VP2-180A	175	Pirod 12' T-Frame Sector Mount (1) (VZW)	100
Panel	170	Pirod 12' T-Frame Sector Mount (1) (VZW)	100
(2) Radios	170	Pirod 12' T-Frame Sector Mount (1) (VZW)	100
VP2-180A	165	Kathrein 800 10765 with Pipe (ATT)	85
VP2-18A (Clearwire)	144	(2) 742-264 w/Mount Pipe (ATT)	85
VP2-18A (Clearwire)	144	(2) 742-264 w/Mount Pipe (ATT)	85
VP2-18A (Clearwire)	144	(2) RRUS-11 (ATT)	85
P65-18-XXW2-R with pipe (Clearwire)	140	(2) RRUS-11 (ATT)	85
P65-18-XXW2-R with pipe (Clearwire)	140	Raycap	85
P65-18-XXW2-R with pipe (Clearwire)	140	Kathrein 800 10765 with Pipe (ATT)	85
(3) Clearwire Mounts	140	Pirod 12' T-Frame Sector Mount (1) (ATT)	85
(2) HB-X-AW-18-45-00T with pipe (Metros PCS)	120	Pirod 12' T-Frame Sector Mount (1) (ATT)	85
(2) HB-X-AW-18-45-00T with pipe (Metros PCS)	120	Pirod 12' T-Frame Sector Mount (1) (ATT)	85
(2) HB-X-AW-18-45-00T with pipe (Metros PCS)	120	(2) RRUS-11 (ATT)	85
Pirod 12' T-Frame Sector Mount (1) (Metros PCS)	120	Kathrein 800 10765 with Pipe (ATT)	85
Pirod 12' T-Frame Sector Mount (1) (Metros PCS)	120	(2) 742-264 w/Mount Pipe (ATT)	85
Pirod 12' T-Frame Sector Mount (1) (Metros PCS)	120	(2) TMA (ATT)	85
(2) Antel BSA-171090-8CF-EDIN-X with pipe (VZW)	100	(2) TMA (ATT)	85
(2) Antel BSA-171090-8CF-EDIN-X with pipe (VZW)	100	6 FT DISH	80
(2) Antel BSA-171090-8CF-EDIN-X with pipe (VZW)	100	6 FT DISH	60
(2) Antel BSA-171090-8CF-EDIN-X with pipe (VZW)	100	Yagi	55

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

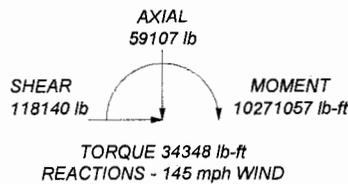
TOWER DESIGN NOTES

1. Tower is located in Palm Beach County, Florida.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 145 mph basic wind in accordance with the TIA-222-G Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower Structure Class III.
6. Topographic Category 1 with Crest Height of 0.00 ft
7. TOWER RATING: 105%

ALL REACTIONS ARE FACTORED

MAX. CORNER REACTIONS AT BASE:

DOWN: 558777 lb
 UPLIFT: -494224 lb
 SHEAR: 72433 lb



Volver International, LLC
 6836 Bee Caves Road, Ste 258
 Austin, TX 78746
 Phone: (512) 617-6327
 FAX: (512) 347-1672

Job:	AAYE		
Project:	AAYE		
Client:	Nsoro	Drawn by:	Ahmet Colakoglu
Code:	TIA-222-G	Date:	01/13/12
Path:			Scale: NTS
			Dwg No. E-1

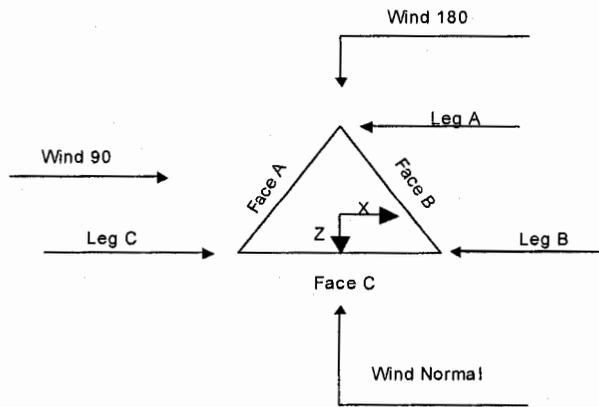
RISATower Volyer International, LLC 6836 Bee Caves Road, Ste 258 Austin, TX 78746 Phone: (512) 617-6327 FAX: (512) 347-1672	Job	Page 1 of 25
	Project AAYE	Date 14:19:44 01/13/12
	Client Nsoro	Designed by Ahmet Colakoglu

Tower Input Data

The main tower is a 3x free standing tower with an overall height of 180.00 ft above the ground line.
 The base of the tower is set at an elevation of 0.00 ft above the ground line.
 The face width of the tower is 6.00 ft at the top and 22.00 ft at the base.
 This tower is designed using the TIA-222-G standard.

The following design criteria apply:

- Tower is located in Palm Beach County, Florida.
- Basic wind speed of 145 mph.
- Structure Class III.
- Exposure Category C.
- Topographic Category 1.
- Crest Height 0.00 ft.
- Deflections calculated using a wind speed of 60 mph.
- A non-linear (P-delta) analysis was used.
- Pressures are calculated at each section.
- Stress ratio used in tower member design is 1.
- Local bending stresses due to climbing loads, feedline supports, and appurtenance mounts are not considered.



Triangular Tower

Tower Section Geometry



OFFICE OF
COMMUNITY DEVELOPMENT

CITY OF RIVIERA BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT
600 WEST BLUE HERON BLVD. • RIVIERA BEACH, FLORIDA 33404
(561) 845-4060 FAX: (561) 845-4038

November 16, 2011

Doug Lindstrom
Tower Quest
11471 West Sample Road
Coral Springs, FL 33065

Subject: Zoning approval for the collocation of communication equipment on 600 West Blue Heron Blvd SP-11-08.

Staff has reviewed and approved the application for the collocation of communication equipment on the tower located at 600 West Blue Heron Blvd. You may now submit for building permits at this time.

Should you have any further questions or comments, please contact Brad Stein, Principal Planner at (561) 845- 4063.

Sincerely,

Brad Stein
Principal Planner

Enclosure

file: SP-11-08

AAVE-LTE-BP

AAVE

ANTENNA/SATELLITE DISH PERMIT

PERMIT #: 11-01965

MASTER PERMIT #: -

DATE ISSUED 12/01/11

PROJECT #: 11- BN

REF #: _____

CITY OF RIVIERA BEACH

PROPERTY CONTROL #: 56434228250300000

PROJECT ADDRESS: 600 BLUE HERON BLVD WEST-PROPERTY

LOT #: 0000

SUBDIVISION: PARK MANOR PL1 TR D

BLK #: 030

OWNER NAME: RIVIERA BEACH CITY OF-PROPTY CTY COMPLEX PHONE:

ADDRESS: 600 BLUE HERON BLVD WEST

CITY: RIVIERA BEACH

STATE: FL ZIP: 33404

CONTRACTOR: ENGINEERED ENVIRONMENTS INC

PHONE: (561)-282-4111

ADDRESS: 7341 WESTPORT PLACE UNIT A

CITY: WEST PALM BEACH

STATE: FL ZIP: 33413

ENGINEER:

DESIGNER:

PROP. USE: COMM

WORK: INSTALLING 3 NEW ANTENNAS ON TOWER

DESC:

VALUATION: \$7,500.00

FEE DUE: \$154.50

FEE PAID: \$154.50

SPECIAL CONDITIONS: _____

WORK CLASS: SQ. FTG: 0

FIRE ZONE: OCCUP TYPE:

USE ZONE: CONST TYPE:

APPLICATION ACCEPTED BY

PLANS CHECKED BY

APPROVED FOR ISSUANCE BY

***** NOTICE *****

TO REQUEST AN INSPECTION CALL 561-845-4020

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED, OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE

FAILURE TO COMPLY WITH MECHANICS' LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS

