### FIRST AMENDMENT TO LEASE AGREEMENT

Т	ΓHIS FIRST AMENDMENT Τ	O LEASE A	AGREEME	NT (t	his "First	Amendmen	t") is dated a
of	MAR 1 1 2011		2011, by	and be	etween Ci	ty of Marg	gate, a Florida
Municipa	al Corporation ("Landlord"), and	d T-Mobile	South LLC,	, a De	laware lim	ited liabilit	y company, as
successor	r in interest to Omnipoint Hol	dings, Inc.,	a Delawar	e corp	oration ("	Tenant").	Landlord and
Tenant a	are herein collectively referred	to as the "	Parties".	Any c	apitalized	terms use	d in this Firs
Amendm	ent shall, unless otherwise defin	ned or the co	ontext other	rwise 1	requires, h	ave the me	aning given ir
the Agree	ement.						

WHEREAS, the Parties (or, as applicable, their respective predecessors in interest) entered into that certain Lease Agreement dated January 27, 2003 (the "Agreement"), for the purpose of Tenant installing, operating, repairing and maintaining the Communications Facility on the Premises located at 5650 NW 29th Street, Margate, Florida 33063 (Tax Parcel # 48-42-19-01-0232); and

WHEREAS, the Parties desire to enter into this First Amendment for the purpose of allowing Tenant to sublet space within its Premises to MetroPCS Florida LLC, a Delaware limited liability company ("MetroPCS") pursuant to a separate sublease or license agreement between Tenant and MetroPCS (the "MetroPCS Sublease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

# 1. Consent to Sublease.

- a. Notwithstanding anything to the contrary in the Agreement, Landlord hereby approves and grants consent to Tenant to sublet portions of the Communication Facility and ground space within the Premises to MetroPCS to locate, operate, maintain and repair its equipment on the Communication Facility and within the Premises.
- b. Notwithstanding Paragraph 16 of the Agreement, Landlord further agrees that no separate ground lease between Landlord and MetroPCS will be required for any ground space within the Premises necessitated by the MetroPCS Sublease.

# 2. Colocation Fee.

- a. In consideration for Landlord's consent to sublease pursuant to this First Amendment, effective as of the rent commencement date of the MetroPCS Sublease, Tenant shall pay to Landlord, the amount of Eleven Thousand, Four Hundred and No/100 Dollars (\$11,400.00) per year (the "MetroPCS Colocation Fee"), prorated for any partial year. The MetroPCS Colocation Fee shall increase in the same manner and at the same time as the adjustment for the Rent, as provided in the Agreement, and shall be payable in advance, together with the Rent.
- b. In the event of the expiration or early termination of the MetroPCS Sublease, Tenant shall provide Landlord with written notice of such change, and the MetroPCS Colocation Fee shall end and no longer be owed, effective upon the date of expiration or early termination of the MetroPCS Sublease.

3. <u>Notices</u>. All notices, requests, demands and communications under the Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

#### Landlord:

City of Margate 5790 Margate Boulevard Margate, FL 33063

Attn: Caroline Metcalf, Director of Finance

#### Tenant:

T-Mobile South LLC 3707 West Dr. Martin Luther King Jr. Blvd.

Tampa, FL 33607

Attn: Lease Administrator

With a copy to: Attn: Legal Department

# With a copy to:

T-Mobile USA, Inc. 12920 SE 38<sup>th</sup> Street Bellevue, WA 98006 Attn: Lease Administrator

And with a copy to: Attn: Legal Department

4. <u>Signing Authority</u>. Landlord represents and warrants to Tenant that it has authority to execute this First Amendment and the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

#### 5. Miscellaneous.

- a. The unenforceability, invalidity or illegality of any provision of this First Amendment shall not render any other provision unenforceable, invalid or illegal.
- b. All of the terms and conditions of this First Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.
- c. Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises.
- d. This First Amendment may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

- e. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
- f. This First Amendment shall be governed by the laws of the State of Florida. Venue for any action arising out of this First Amendment shall lie in the state courts of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. Each of the parties hereto waive trial by jury of any action arising from this First Amendment.
- g. Except as modified by this First Amendment, the terms and conditions of the Agreement remain unmodified and are in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

<u>LANDLORD</u>:

Signed, sealed and delivered in the presence of:  By:  Print Name: Two Cury  By:  Print Name: Allan Tantillo  Title: Director – Tower Asset Management  Date: MAR 11 2011	Signed, sealed and delivered in the presence of:  By: See Jones  Print Name: Thesesa Jones  By: Joseph Karenac 4	Pam Donovan, Mayor  Francis J. Porcella, City Manager  Date  Ull
	By: Din Quiz  By: Din Quiz  By: Att S. V.	T-Mobile South LLC, a Delaware limited liability company  By:  Print Name: Allan Tantillo  Title: Director – Tower Asset Management  MAR. 1 1 2011

# LANDLORD ACKNOWLEDGMENT

STATE OF FLORIDA	}
COUNTY OF Broward.	}ss }
The foregoing instrument was acknowledge 20_1/_ by \(\text{OnDonotan}\) \(\text{Ma}\) [name(s) and title(s)] who is/are personally	MUN KIYK HALIC 130. HICEHA CHA PANOKACI,
My Commission DD692565 Expires 09/01/2011	Name CAROL DILOPENTO (signature)  Title Serial Number Noary Public State of Florida Carol Dit orenzo

# TENANT ACKNOWLEDGMENT

STATE OF WASHINGTON	)
	) ss.
COUNTY OF KING	)

I certify that I know or have satisfactory evidence that <u>Allan Tantillo</u> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the <u>Director - Tower Asset Management</u> of <u>T-Mobile South LLC</u>, a <u>Delaware limited liability company</u>, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

L JOAN SCHOOL STATE OF THE STA

Notary Public ' Print Name

Angela L. Johnson

My commission expires \_\_\_

(Use this space for notary stamp/seal)

# CERTIFICATE OF AUTHORITY – MUNICIPALITY/MUNICIPAL ENTITY

Name of Municipality/Municipal Entity

IN RE: City of Margate

"Municipality/Municipal entity Municipality/Municipal entity	y"), hereby certify that we and that the individuals n	med Municipality/Municipal entity (the have reviewed the books and records of the amed below are the current Officers, Board Junicipal entity, holding the title indicated:
NOTE: Please have al	l officers according to your l	By-Laws sign this authorization form.
Officer Name	Officer Title	Officer Signature
Pam Donovan	Mayor	- PAN
Francis J. Porcella	City Manager	7 Holle
		/
and that Pan Donotan 16	vancis J. Porcella [inser	t officer name(s)], in his/her/their capacity as fficer title] of the Municipality/Municipa
entity, has/have the authority to certificates, and other instrume lease, lease agreements, su Municipality/Municipal entity	to sign, seal, deliver, negotiants or documents (including ablease agreements and a in accordance with the Byla	ate and accept leases, easements, agreements without limitation, rights of entry, options to amendments) by and on behalf of the aws of the Municipality/Municipal entity and the sees of the Municipality/Municipal entity.
DATED as of this	day of April	, 20//

PLEASE ALSO ATTACH A COPY OF YOUR MUNICIPALITY/MUNICIPAL ENTITY BY-LAWS.

CODE OF ORDINANCES City of MARGATE, FLORIDA

Codified through Ordinance No. 1500-560, enacted July 7, 2010. (Supplement No. 137)

<u>CODE OF THE CITY - OF - MARGATE, FLORIDA</u> <u>PART I - CHARTER</u>

# <u>Section 3.20.</u> - Authentication, recording and disposition of ordinances, resolutions and Charter amendments.

(1)

Authentication. The presiding officer of the commission and the city clerk shall authenticate by their signatures all ordinances and resolutions adopted by the commission. In addition, when Charter amendments have been approved by the electors, the presiding officer of the commission and the city clerk shall authenticate by their signatures the Charter amendment, such authentication to reflect the approval of the Charter amendment by the electorate.

(2)

Recording. The city clerk shall keep properly indexed books in which shall be recorded in full all ordinances and resolutions passed by the commission. Ordinances shall be codified periodically, published and made available for distribution on a continuing basis. The city clerk shall also maintain the city Charter in current form and shall enter all Charter amendments and send a copy of the revised Charter incorporating amendments to the secretary of state's office.

(3)

*Printing.* The commission shall by ordinance establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this Charter available for public inspection and available for purchase at a reasonable price.

# Section 4.10. - Contracts.

All contracts must be authorized by the city commission. Countersigning of contracts [is] required, with the city manager and mayor or vice-mayor signing.



### CITY OF MARGATE

Regular City Commission Meeting Commission Chambers, 1<sup>st</sup> Floor City Hall, 5790 Margate Boulevard Margate, FL 33063

# Wednesday, April 6, 2011 7:00 PM Click here to Print/Download Agenda Only

# Click here to Print/Download Agenda with all attachments NOTE: This file is large (33MB-352 pages) - will take time to download.

Mayor
Pam Donovan
Vice Mayor
David McLean
Commissioners
Lesa Peerman
Frank B. Talerico
Joeseph Varsallone

City Manager
Frank Porcella
Assistant City Manager
Yolanda Rodriguez
City Attorney
Eugene Steinfeld
City Clerk
Leslie Wallace May

**PUBLIC PARTICIPATION:** Anyone wishing to speak during Public Discussion must fill out a speaker's card and submit same to the City Clerk no later than the start of the Commission meeting. Anyone wishing to speak on any item on the Consent Agenda must do so under Public Discussion. Each speaker is limited to three (3) minutes.

# 1) PRESENTATIONS

A. STUDENTS OF THE MONTH: (Supporting Docs)

ATLANTIC WEST ELEMENTARY: KYLE DERUITER

(Dr. Sharon Moffitt, Principal, and Ms. Jounice Lewis, Assistant Principal)

LIBERTY ELEMENTARY: MAKELLY GUBIANI (Marise Fishlock, Interim Principal)

MARGATE ELEMENTARY: DYLAISHA RIVERA

(Thomas Schroeder, Principal, Dr. Wendy Schaal, and Mrs. Lauretta Huggins)

MARGATE MIDDLE: MELISSA ROSARIO

(Mr. Williams, Administration, and Debra Zalman, Counselor)

### **B. PROCLAMATION:**

- C. WATER CONSERVATION MONTH APRIL (South Florida Water Management District and Department of Environmental and Engineering Services) (Supporting Docs)
- D. WATER REUSE WEEK MAY 15th MAY 21st (South Florida Water Management District and Department of Environmental and Engineering Services) (Supporting Docs)

- E. PARALYZED VETERANS OF AMERICA AWARENESS MONTH APRIL (Paralyzed Veterans of America and Commissioner Varsallone) (Supporting Docs)
- F. TELECOMMUNICATIONS/COMMUNICATIONS SPECIALISTS WEEK APRIL 10th APRIL 16th (Margate Police Department) (Supporting Docs)
- G. NATIONAL CRIME VICTIMS' RIGHTS WEEK APRIL 10th APRIL 16th (Mayor Donovan) (Supporting Docs)
- 2) COMMISSION COMMENTS
- 3) PUBLIC DISCUSSION
- 4) CONSENT
  - A. **MOTION** APPROVING THE MINUTES OF THE 3/16/11 REGULAR CITY COMMISSION MEETING AND 3/28/11 EMERGENCY CITY COMMISSION MEETING. (Agenda Fact Sheet, Supporting Docs)
  - B. **MOTION** AUTHORIZATION TO ADVERTISE VACATION OR ABANDONMENT OF UTILITY EASEMENT FOR NORTHWEST REGIONAL HOSPITAL, INC. (Agenda Fact Sheet, Supporting Docs)
  - C. **MOTION** AUTHORIZATION TO ADVERTISE AN ORDINANCE AMENDING CHAPTER 24 WATER AND SEWERS DEPARTMENT OF ENVIRONMENTAL AND ENGINEERING SERVICES; SECTION 24-71 RATES ESTABLISHED; PROVIDING FOR EXEMPTION OF ANNUAL FIRE LINE CHARGE FOR SINGLE FAMILY DWELLINGS PREVIOUSLY OCCUPIED AS COMMUNITY RESIDENTIAL HOMES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. (Agenda Fact Sheet, Supporting Docs)
  - D. **MOTION** APPROVING COMMISSIONER VARSALLONE AS DIRECTOR; MAYOR DONOVAN AS ALTERNATE; AND VICE MAYOR MCLEAN AS THE SECOND ALTERNATE TO THE 2011-2012 BROWARD LEAGUE OF CITIES BOARD OF DIRECTORS. (Requested by the Broward League of Cities) (Agenda Fact Sheet, Supporting Docs)
  - E. **RESOLUTION** APPROVING THE ACQUISITION OF A TRANSMISSION FLUID EXCHANGER. (<u>Agenda Fact Sheet</u>, <u>Supporting Docs</u>)
  - F. **RESOLUTION** APPROVING RE-APPOINTMENT OF ROBERT BOFSHEVER TO THE GRANTS ADVISORY COMMITTEE FOR A PERIOD OF ONE YEAR COMMENCING APRIL 14, 2011 APRIL 13, 2012. (<u>Agenda Fact Sheet</u>, <u>Supporting Docs</u>)
  - G. **RESOLUTION** REQUESTING AFFIRMATIVE ACTION TO AT LEAST MAINTAIN THE PRESENT LEVEL OF FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (Requested by Commissioner Varsallone) (Agenda Fact Sheet, Supporting Docs)
  - H. **RESOLUTION** APPROVING THE ACQUISITION OF LAW ENFORCEMENT EQUIPMENT TO INCLUDE EARPHONE AND HEADPHONE COMMUNICATION DEVICES FOR OFFICER SAFETY, TRAFFIC CONES, AND RELATED EQUIPMENT, TO PROVIDE EFFICIENT AND ENHANCED POLICE SERVICE, ALL OF WHICH WILL SUPPORT LAW ENFORCEMENT ACTIVITIES, WITH THE ACQUISITION BEING FUNDED FROM THE LAW ENFORCEMENT TRUST FUND AT A COST NOT TO EXCEED \$20,000.00. (Agenda Fact Sheet,

# Supporting Docs)

- I. **RESOLUTION** DECLARING CITY PROPERTY AS SURPLUS TO THE NEEDS OF THE CITY. (Agenda Fact Sheet, Supporting Docs)
- J. **RESOLUTION** SUPPORTING HOUSE BILL 89, AMENDING FLORIDA STATUTES TO AUTHORIZE LOCAL GOVERNMENTAL ENTITIES TO USE THEIR PUBLICALLY ACCESSIBLE WEBSITES FOR LEGALLY REQUIRED PUBLIC NOTICES AND ADVERTISEMENTS. (Agenda Fact Sheet, Supporting Docs)
- K. **RESOLUTION** OPPOSING SENATE BILL 174, WHICH REENACTS PORTIONS OF SENATE BILL 360 (CHAPTER 2009-96, LAWS OF FLORIDA) RELATING TO GROWTH MANAGEMENT. (Agenda Fact Sheet, Supporting Docs)
- L. **RESOLUTION** ADOPTING RULES OF CONDUCT OF THE PUBLIC AT PUBLIC MEETINGS AND RULES OF PROCEDURE AT MARGATE CITY COMMISSION MEETINGS FOR THE YEAR 2011 / 2012. (Agenda Fact Sheet, Supporting Docs)
- M. **RESOLUTION** AMENDING RESOLUTION NO. 11-651 TO ADD MODERN DAY CONSTRUCTION GROUP TO THE LIST OF APPROVED CONTRACTORS FOR THE NSP (NEIGHBORHOOD STABILIZATION PROGRAM) PROGRAM. (Agenda Fact Sheet, Supporting Docs)
- N. **RESOLUTION** APPROVING A 24 MONTH AGREEMENT WITH AT&T CORPORATION FOR UTILIZATION OF TWO MEGALINK T-1 LINES FOR THE CITY'S RADIO SYSTEM. AUTHORIZING THE CITY MANAGER AND/OR DESIGNEE TO EXTEND FOR ADDITIONAL ONE-YEAR TERMS UNDER THE SAME TERMS AND CONDITIONS HEREIN, UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR EACH ADDITIONAL ONE-YEAR TERM. (Agenda Fact Sheet, Supporting Docs)
- O. **RESOLUTION** AWARDING RFQ 2010-008 DESIGN AND CONSTRUCTION SERVICES COOL ROOF SYSTEM TO ADVANCED ROOFING INC. IN AN AMOUNT NOT TO EXCEED \$498,000.00. (Agenda Fact Sheet, Supporting Docs)

# 5) PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER PROPOSED CHANGES TO THE MARGATE INNER-CITY TRANSIT BUS ROUTE B. (Agenda Fact Sheet, Supporting Docs)

# 6) RESOLUTIONS

- A. APPROVING AND ADOPTING THE REVISED WIRELESS COMMUNICATIONS FACILITIES MASTER PLAN DRAFTED FEBRUARY 22, 2011; PROVIDING FOR AN EFFECTIVE DATE. (<u>Agenda Fact Sheet</u>, <u>Supporting Docs</u>)
- B. ACCEPTANCE BY THE CITY COMMISSION OF THE FULLY EXECUTED WATER UTILITY EASEMENT DEED, SEWER UTILITY EASEMENT DEED, BILL OF SALE AND ACCESS EASEMENT BETWEEN CORAL LANDINGS III AND THE CITY OF MARGATE FOR WATER DISTRIBUTION SYSTEM PURPOSES. (Agenda Fact Sheet, Supporting Docs)
- C. APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF MARGATE AND T-MOBILE SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SUCCESSOR IN INTEREST TO OMNIPOINT HOLDINGS, INC, A DELAWARE CORPORATION ("TENANT"); AMENDING THE LEASE AGREEMENT TO ALLOW THE TENANT TO SUBLET SPACE WITHIN ITS PREMISES TO METROPCS FLORIDA, LLC, FOR EQUIPMENT FOR TRANSMISSION AND RECEPTION OF TELECOMMUNICATION

SIGNALS, LOCATED AT 5650 NW 29th ST (CORAL GATE PARK); PROVIDING THAT REVENUE GENERATED BY THIS AGREEMENT SHALL BE DEPOSITED IN THE PARKS TRUST FUND. (Agenda Fact Sheet, Supporting Docs)

# 7) ORDINANCES - SECOND READINGS

A. AMENDING THE CODE OF THE CITY OF MARGATE, FLORIDA, APPENDIX-A ZONING, SECTION 3.23, TELECOMMUNICATIONS TOWERS AND ANTENNAS; PROVIDING FOR INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR TOWER SITING IN CERTAIN ZONING DISTRICTS; PROVIDING FOR MINIMUM STANDARDS FOR DEVELOPMENT OF NEW TOWERS; PROVIDING FOR HEIGHT/SETBACKS AND RELATED LOCATION REQUIREMENTS; PROVIDING FOR HIGH VOLTAGE, "NO TRESPASSING" AND OTHER WARNING SIGNS; PROVIDING FOR EQUIPMENT STORAGE; PROVIDING FOR SIGNS AND ADVERTISING; PROVIDING FOR INSPECTION REPORT REQUIRED, PROVIDING FOR EXISTING TOWERS; PROVIDING FOR PERMIT FEES; APPLICATION AND INSPECTION FEES REQUIRED; PROVIDING FOR MAINTENANCE; PROVIDING FOR ANTENNAS NOT LOCATED ON TOWERS; PROVIDING FOR WIRELESS MASTER PLAN; PROVIDING FOR SATELLITE EARTH STATION (SES); PROVIDING FOR WIRELESS PROVIDING FOR EXEMPT FACILITIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. (APPROVED FOR AUTHORIZATION TO ADVERTISE AT THE 1/19 CC MEETING; TABLED FROM THE 2/16/11 CC MEETING; APPROVED AT 1ST READING ON 3/2/2011 CC MEETING) (Agenda Fact Sheet, Supporting Docs)

# 8) DISCUSSION AND POSSIBLE ACTION

A. 28TH ANNUAL DR. NAN S. HUTCHINSON BROWARD SENIOR HALL OF FAME BREAKFAST (Requested by Commissioner Varsallone) (Agenda Fact Sheet, Supporting Docs)

**PLEASE NOTE:** All representations made in front of the City Commission in granting of any permit shall be deemed a condition of said permit. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the transcript)

Any person with a disability requiring auxiliary aids and services for this meeting may call the City Clerk's office at (954) 972-6454 with their request at least two business days prior to the meeting date.

# **ALCOHOLIC BEVERAGE SYMBOLS**

2-COP - Beer and Wine, Consumption on Premises

4-COP - Beer, Wine and Alcohol, Consumption on Premises

4-COP/SRX - Beer, Wine and Alcohol, Consumption on Premises/ seating and square footage requirements

2-APS - Beer and Wine, Package Sales Only

3-APS - Beer, Wine and Alcohol, Package Sales Only

11-C - Club Only

#### **ZONING SYMBOLS**

B-1 - Neighborhood Business

**B-2 - Community Business** 

B-2A - Regional Business

B-3 - Liberal Business

CF-1 - Community Facilities

M-1 - Light Industrial

M-1A - Industrial Park

PRC - Planned Residential Community

PUD - Planned Unit Development

R-1A - One Family Dwelling R-1B - One Family Dwelling

R-1C - One Family Dwelling

R-1D - One Family Dwelling

R-2 - Two Family Dwelling

R-3 - Multiple Family Dwelling R-3A - Multiple Family Dwelling

R-3U - Townhouse

RVRP - Recreational Vehicle Resort Park

S-1 - Recreation

S-2 - Open space

T-1 - Mobile Home

TOC-C - Transit Oriented Corridor-Corridor

TOC-CC - Transit Oriented Corridor-City Center

TOC-G - Transit Oriented Corridor-Gateway