

MEMORANDUM

April 29, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Tom Moran, P.E., Utilities Director
Sarah B. Kirkland, Utilities Projects Administrator

SUBJECT: Metro PCS Networks Florida Cell Site Lease Amendment

SYNOPSIS: Staff requests commission approval of the signing of the Metro PCS Networks Florida cell site lease amendment.

STAFF RECOMMENDATION

It is recommended that the City Commission consider taking the following action:

1. Accept the Amendment to the Metro PCS Networks Florida cell site lease amendment.
2. Authorize the Mayor to execute the appropriate documents, on the City's behalf.

BACKGROUND

In November 2006, the City of Lake Wales entered into a site lease agreement with the Metro PCS Networks Florida provider allowing the corporation to construct and install cellular antennae and a control building on the High School Water Plant tower and tank yard. Metro PCS now wishes to amend the original agreement to allow for the upgrades of its network system. There will be no additional equipment added.

The Water Division staff and Utilities Director have pre-determined that the proposed replacement and upgrade of equipment will not interfere or hamper any of its daily operational activities.

OTHER OPTIONS

Chose not to allow the Cell provider the opportunity to upgrade its facilities.

FISCAL IMPACT

This provider currently pays an annual lease of \$27,186.

ATTACHMENTS

Metro PCS Networks of Florida Amendment
City Attorney Approval of agreement

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (“Amendment”) is made and entered into by and between the City of Lake Wales, a Florida municipal corporation (“Lessor”), and MetroPCS Networks Florida, LLC, a Delaware limited liability company, as successor in interest to Royal Street Communications, LLC (“Lessee”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Communications Site Lease Agreement dated November 27, 2006 (the “Lease Agreement”), with respect to Premises located at 1051 5th Street N., Lake Wales, FL 33859.

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease Agreement.

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, Lessor and Lessee covenant and agree as follows:

1. Effective as of June 1, 2014, Lessee will have the right to modify its Premises as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. The parties’ notice addresses in the Lease Agreement are deleted in their entirety and replaced with the following:

If to Lessee:

MetroPCS Networks Florida, LLC
c/o T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. A2B1023 (LAK497-A)
12920 SE 38th Street
Bellevue, WA 98006

If to Lessor:

City of Lake Wales
Attn: Utilities Director
PO Box 1320
Lake Wales, FL 33859-1320

3. The terms and conditions of the Lease Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

Site # A2B1023A- LAK497-A
Site Name North Lake Wales
Market Central Florida

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

City of Lake Wales,
a Florida municipal corporation

MetroPCS Networks Florida, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Witnesses:

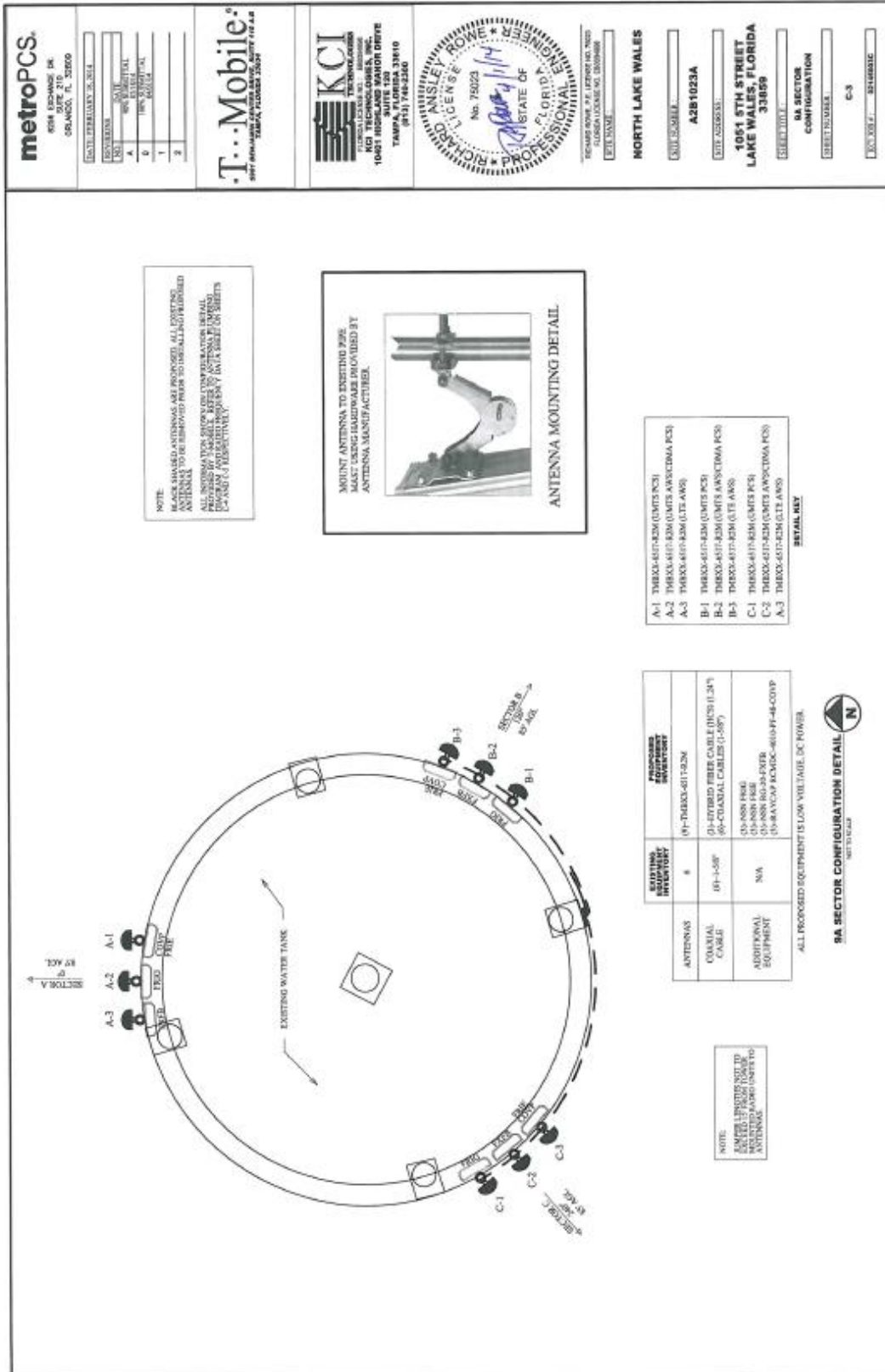
Witnesses:

Printed Name:

Printed Name:

Printed Name:

Printed Name:



Sarah Kirkland

From: Tom Moran
Sent: Friday, April 25, 2014 2:33 PM
To: Sarah Kirkland
Cc: Chuck Galloway
Subject: RE: LAK497-A- A2B1023A: MetroPCS/Royal Street Site Modification

Sarah,
Exhibit A is good by me.
Tom

From: Chuck Galloway [mailto:Chuck@ACGPA.net]
Sent: Thursday, April 24, 2014 4:53 PM
To: Sarah Kirkland
Cc: Tom Moran
Subject: RE: LAK497-A- A2B1023A: MetroPCS/Royal Street Site Modification

The proposed Metro PCS Lease Amendment is acceptable in form. I reiterate that the changes depicted in Exhibit A must be acceptable to Tom; if so, this may go to the Commission for approval and subsequent execution by the Mayor.

Albert C. Galloway, Jr.
Albert C. Galloway, Jr., P.A.
202 East Stuart Avenue
PO Box 3339
Lake Wales, Florida 33859-3339

Reply to: chuck@acgpa.net

Phone: 863/679-5333
Fax: 863/679-5332

From: Sarah Kirkland [mailto:SKIRKLAND@cityoflakewales.com]
Sent: Thursday, April 24, 2014 3:50 PM
To: Chuck Galloway
Subject: FW: LAK497-A- A2B1023A: MetroPCS/Royal Street Site Modification

Mr. Galloway,

Metro PCS/Royal Street made revisions after your initial review. Please review to see if the current revisions are acceptable.

Sarah B. Kirkland
Utilities Projects Administrator
City of Lake Wales
863-678-4182 ext 286
skirkland@cityoflakewales.com

From: Harlan Ginn [mailto:hginn@rgpartners.com]
Sent: Wednesday, April 23, 2014 2:48 PM
To: Sarah Kirkland