

RESOLUTION NO. R-2012-219

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE TOWER SITING AGREEMENT, BETWEEN METROPCS FLORIDA, LLC, AND THE CITY OF HOLLYWOOD, FOR A WIRELESS COMMUNICATIONS SYSTEM AT 2600 HOLLYWOOD BOULEVARD.

WHEREAS, Resolution No. R-2004-350, approved on October 20, 2004, authorized the execution of a Tower Siting Agreement ("Agreement") between MetroPCS California / Florida, Inc. and the City of Hollywood for location of a wireless communications system on the roof top of City Hall at 2600 Hollywood Blvd.; and

WHEREAS, the subject Agreement provides for the location of three antennas on an existing rooftop tower, a site area of six feet by six feet, cables, power supplies, transmitter cabinet and a cable run (collectively the "Antenna Facility"); and

WHEREAS, MetroPCS California/Florida, LLC assigned its interest in the Agreement to MetroPCS Florida, LLC; and

WHEREAS, in order to upgrade its system, MetroPCS California / Florida, Inc., now MetroPCS Florida, LLC, has requested the City's authorization to relocate three existing antennas and to add three new antenna to its roof top Antenna Facility ; and

WHEREAS, pursuant to paragraph 5 of the Agreement, the company may make such improvements as it deems necessary consistent with the operation of a wireless antenna system and / or its routine maintenance and repairs; and

WHEREAS, pursuant to the attached First Amendment to Tower Siting Agreement, Paragraph 1. *Premises and Use* is amended to provide for six roof top antennas as shown in Exhibit "A" to the First Amendment which replaces the former Exhibit "A" in its entirety; and

WHEREAS, Paragraph 3. License Fee: is amended to increase annual rent by One Thousand Eight Hundred Dollars (\$1,800.00) prorated for the current rental year; and

WHEREAS, the IT Department and Public Works have reviewed the requested changes and recommend approval;

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE TOWER SITING AGREEMENT, BETWEEN METROPCS FLORIDA, LLC, AND THE CITY OF HOLLYWOOD, FOR A WIRELESS COMMUNICATIONS SYSTEM AT 2600 HOLLYWOOD BOULEVARD.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached First Amendment to Tower Siting Agreement, between MetroPCS Florida, LLC and the City of Hollywood, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this resolution shall be in full and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18 day July, 2012.




PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL, CITY ATTORNEY

**FIRST AMENDMENT TO
TOWER SITING AGREEMENT**

This First Amendment to Tower Siting Agreement ("First Amendment") is made this ____ day of July 2012, by and between the City of Hollywood ("City"), a Florida municipal corporation, and MetroPCS Florida, LLC ("MetroPCS"), a Delaware limited liability company, successor in interest by assignment from MetroPCS California/Florida, Inc.

WHEREAS, City and MetroPCS entered into a Tower Siting Agreement on October 20, 2004, (the "Original Agreement"); and

Whereas, City and MetroPCS wish to amend the Original Agreement as to the number and location of the antennas and the amount of the annual license fee.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and MetroPCS agree as follows:

AGREEMENT

1. The above recitals are true and correct, agreed to by City and MetroPCS, and are incorporated in this instrument as if such recitals were fully set forth herein.

2. Paragraph 1. **Premises and Use**: is amended to read as follows:

City grants to MetroPCS a license to use the following areas in, on and around the City Hall roof:

Roof top antenna space, limited to six antennas which shall be affixed to the roof top and will be in a matching color, along with a site area of six (6) feet by six (6) feet for the location of equipment, cables, power supplies, transmitter cabinet and concrete pad, a cable run with supports and other improvements relating thereto, all as shown in Exhibit "A" (collectively, the "Antenna Facility") attached hereto and incorporated herein by reference, together with a non-exclusive right of reasonable access thereto and to appropriate utility sources.

* * *

3. Paragraph 3. **License Fee**: is amended to increase the current annual License Fee by an additional by One Thousand Eight Hundred Dollars (\$1,800.00) from Thirty-Five Thousand One Hundred Seventy-Seven Dollars and Fifty-One Cents (\$35,177.51) to Thirty-Six Thousand Nine Hundred Seventy-Seven Dollars and Fifty-One Cents (\$36,977.51). The increase shall be prorated

at the rate of Four Dollars and Ninety-Three Cents (\$4.93) per day for the period from the date of execution of this First Amendment to October 31, 2012, and MetroPCS shall pay the pro-rated License Fee no later than September 1, 2012. The amended License Fee shall be increased on each anniversary date of the License Fee Start Date by an amount equal to five (5%) percent of the amount paid for the previous year for the life of the Agreement, including any renewal terms.

4. Except as amended hereby, the Original Agreement remains in full force and effect.

5. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Executed counterparts or copies of the Amendment delivered by electronic media or facsimile shall be valid as signed a original for all purposes.

IN WITNESS WHEREOF, MetroPCS has caused this First Amendment to Tower Siting Agreement to be signed in its name by its Managing Member, and the City Commission of Hollywood has caused the First Amendment to be signed in its name by the Mayor, and duly attested to by the City Clerk, and approved as to form and sufficiency by the City Attorney, on the day and year first above written.

CITY

City of Hollywood,
a Florida municipal corporation

By: _____
Peter Bober
Title: Mayor

By: _____
Cathy Swanson-Rivenbark
Title: City Manager

ATTEST:

By: _____
Patricia A. Cerny, MMC
Title: City Clerk

**APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:**

BY: _____
Jeffrey P. Sheffel, Esquire
Title: City Attorney

METROPCS

METROPCS FLORIDA, LLC, a
Delaware limited liability
company

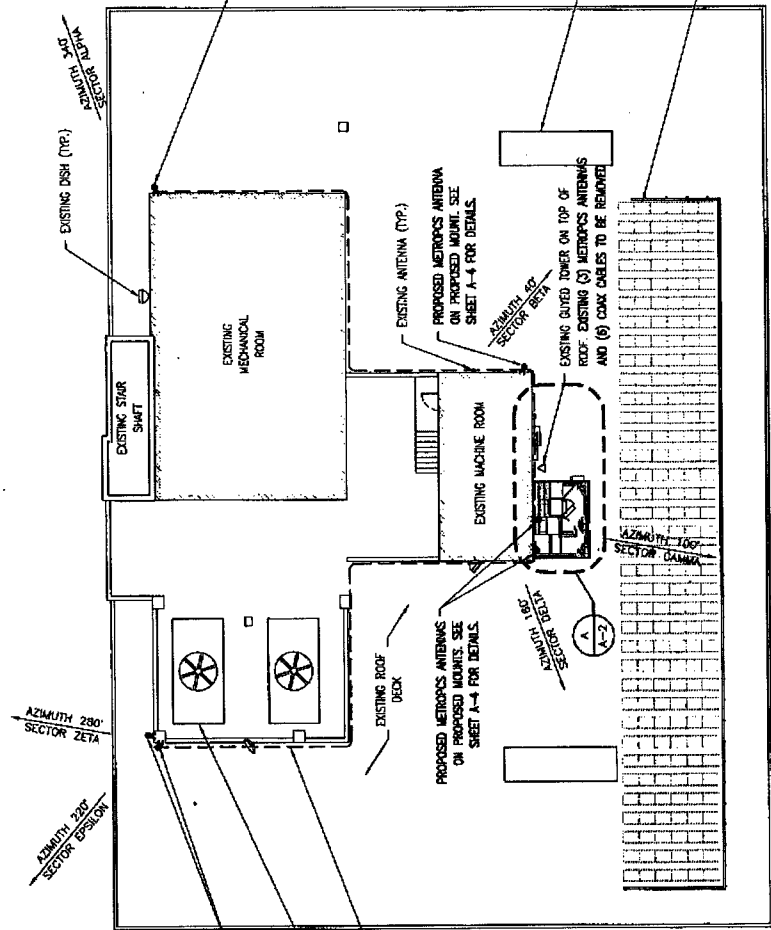
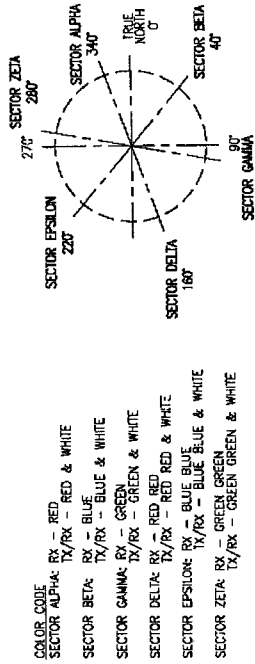
By: _____

BY: _____

PROPOSED ANTENNA ORIENTATION MATRIX

ANTENNA SECTOR	AZIMUTH (DEGREES)	MECHANICAL DOWN TILT	ELECTRICAL DOWN TILT	ANTENNA QUANTITY/MAKE/MODEL	ANTENNA CENTER LINE	COMPOSITION CABLES		
						LENGTH	SIZE	QTY.
ALPHA	340°	0°	4°	(1) ANDREW SRH-3DA	75'-0" ±	(N) 170' ±	1-5/8" #2	2
BETA	40°	0°	4°	(1) ANDREW SRH-3DA	75'-0" ±	(E) 50' ±	7/8" #2	2
GAMMA	100°	0°	4°	(1) ANDREW SRH-3DA	75'-0" ±	(E) 20' ±	7/8" #2	2
DELTA	160°	0°	4°	(1) ANDREW SRH-3DA	75'-0" ±	(E) 27' ±	7/8" #2	2
EPSILON	220°	0°	4°	(1) ANDREW SRH-3DA	75'-0" ±	(N) 145' ±	1-5/8" #2	2
ZETA	280°	0°	4°	(1) ANDREW SRH-3DA	75'-0" ±	(N) 145' ±	1-5/8" #2	2

NOTE 1. ALL COAX CABLE LENGTHS USE APPROXIMATE CONTRACTOR TO VERIFY EXACT LENGTH IN THE FIELD PRIOR TO CONSTRUCTION.
 2. DASH DOWN ALL 6 ANTENNAS AND RUN A POWERLINE CABLE TO TELCO BOX FOR PWR.



PROPOSED METROPICS ANTENNAS ON PROPOSED MOUNTS. SEE SHEET A-4 FOR DETAILS.
 EXISTING COOLING TOWER (TOP OF 2)
 PROPOSED METROPICS COAX CABLES ROUTED ALONG PERIMETER WALL. PAINT TO MATCH EXISTING BUILDING COLORS. SEE DETAIL C/A-2
 PROPOSED METROPICS ANTENNAS ON PROPOSED MOUNTS. SEE SHEET A-4 FOR DETAILS.
 EXISTING GUYED TOWER ON TOP OF ROOF. EXISTING (5) METROPICS ANTENNAS AND (5) COAX CABLES TO BE REMOVED.
 EXISTING ANTENNA (TOP).
 PROPOSED METROPICS ANTENNA ON PROPOSED MOUNT. SEE SHEET A-4 FOR DETAILS.
 EXISTING A/C UNIT (TOP).
 EXISTING SOLAR PANEL (TOP).
 EXISTING STAIR SHED
 EXISTING MECHANICAL ROOM
 EXISTING MACHINE ROOM
 EXISTING ROOF DECK
 AZIMUTH 280° SECTOR ZETA
 AZIMUTH 220° SECTOR EPSILON
 AZIMUTH 340° SECTOR ALPHA
 AZIMUTH 100° SECTOR GAMMA

TRUE NORTH
 A
 3/32" = 1'-0" (BASED ON 22" x 34" PAPER)
 A-1
 3/64" = 1'-0" (BASED ON 11" x 17" PAPER)

Client: **MORRISON HERRSHFIELD**
 1000 SWINGRASS CORPORATE PARK
 FT. LAUDERDALE, FL 33323

Project: **metroPCS Florida LLC**
 HOLLYWOOD CITY HALL
 2801 SWINGRASS BLVD
 HOLLYWOOD, FL 33022

Drawing Title: **ROOF PLAN & RFDS**

Scale: Project No. 7-132008
 Date: 8/27/11
 C.F. No. 10/27/11
 Revision No. 1
 C.T. No. 1
 P.L. Number
 Client Approval

Sheet No. **B**
 Drawing No. **A-1**

5	
4	
3	
2	
1	
C	
B	08/24/11 ISSUED FOR RFP REVIEW
A	08/07/11 ISSUED FOR RFP NUMBER
No.	Date Action

NO. 1000 SWINGRASS CORPORATE PARK
 FT. LAUDERDALE, FL 33323
 MORRISON HERRSHFIELD
 1000 SWINGRASS CORPORATE PARK
 FT. LAUDERDALE, FL 33323
 TEL: 954.777.4500 FAX: 954.777.4500
 WWW.MORRISONHERRSHFIELD.COM