

## RESOLUTION NO. 19-04

A RESOLUTION OF THE CITY OF SOUTH DAYTONA, FLORIDA APPROVING THE FIRST AMENDMENT TO THE STRUCTURAL LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City and New Cingular Wireless PCS, LLC (Tenant) are parties to a Structural Lease Agreement (Lease) dated December 12, 2011.

**WHEREAS**, Tenant has proposed equipment modifications which requires an amendment to the Lease.

**WHEREAS**, Tenant has agreed to increase the monthly rent payments by \$200 per month effective March 1, 2019, and to pay \$2,600 towards the expenses the City incurred in reviewing and approving the proposed amendment to the Lease, in addition to \$2,500 already paid to the City as a deposit for such cost recovery.

**WHEREAS**, pursuant to Section 2-150 of the City Code of Ordinances, the City Council must approve the Lessee not reimbursing the City all costs incurred in reviewing and approving a lease of City property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SOUTH DAYTONA, FLORIDA:**

**Section 1.** The City Council of the City of South Daytona

hereby approves the First Amendment To Structural Lease Agreement attached hereto marked as Exhibit A. The City Manager is authorized to execute the First Amendment to Structural Lease Agreement following execution by New Cingular Wireless PCS, LLC. The City's approval of the First Amendment to Structural Lease Agreement does not waive or impact the Tenant's requirements to obtain Government Approvals pursuant to Section 5 of the Lease.

**Section 2.** The City Council accepts the payment of \$5,100 as full satisfaction of the Lessee's obligation to reimburse the City for all costs associated with the review and approval of the First Amendment To Structural Lease Agreement.

**Section 3.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**Section 4.** That all resolutions made in conflict with this Resolution are hereby repealed.

**Section 5.** That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED upon first and final reading at a

regular meeting of the City Council of the City of South Daytona  
held in the City of South Daytona, Florida, on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
William C. Hall  
Mayor

ATTEST:

\_\_\_\_\_  
James L. Gillis, Jr.  
City Manager

**EXHIBIT A**

FIRST AMENDMENT TO STRUCTURAL LEASE AGREEMENT

Market: North Florida  
Cell Site Number: JKV157  
Cell Site Name: South Daytona  
Fixed Asset Number: 10020086

## FIRST AMENDMENT TO STRUCTURE LEASE AGREEMENT

THIS FIRST AMENDMENT TO STRUCTURE LEASE AGREEMENT ("First Amendment"), effective as of the latter of the signature dates below (the "**Effective Date**"), is by and between City of South Daytona, Florida, a municipal corporation of the State of Florida, having a mailing address of 1672 S Ridgewood Ave., South Daytona, FL 32119 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Structure Lease Agreement dated December 12, 2017, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1770 Seagrave Street, South Daytona, FL 32119 ("**Agreement**"); and

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

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. Landlord's Consent:** Pursuant to Section 2 of the Agreement, Landlord hereby consents to Tenant's request to add, modify and/or replace equipment on the Structure at the 176 foot centerline as provided in Exhibits 1-A and as further described in the Structural Analysis Report dated December 4, 2018, incorporated into Exhibit 1-A, and Exhibit 2-A. Section 1(iii) of the Agreement is amended as follows: "(iii) that certain space on the tower, as depicted on attached Exhibits 1-A and 2-A, where Tenant shall have the right to install its antennas and other equipment as listed on Exhibit 1-A (collectively, the "Antenna Space")." Exhibit 1 of the Agreement is hereby replaced with Exhibit 1-A attached to this First Amendment. Exhibit 2 of the Agreement is hereby replaced with Exhibit 2-A attached to this First Amendment. Section 2 of the Lease is hereby amended whereby all references to Exhibit 1 or Exhibit 2 of the Agreement, are hereby amended to reference Exhibits 1-A or 2-A, respectively.
- 2. Rent.** Effective the first date of the month following the First Amendment's Effective Date, the monthly rent shall be increased by Two Hundred and no/100 Dollars (\$200.00). The monthly rent shall continue to be subject to escalations as set forth in Section 4(b) of the Agreement.
- 3. 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, all terms of the Agreement remain in full force and effect. Each reference in the Agreement to the Agreement shall be deemed also to refer to this First Amendment.
- 4. 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 South Daytona

**WITNESSES:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

**WITNESSES:**

Print Name: Amy M. Meek

Print Name: Yocmarie Nevarez

By: H. Galan

Name: Henry Galan

Title: Area Manager

Date: RE & Construction  
2-4-19

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of the City of South Daytona, the Landlord named in the attached instrument, and a such was authorized to execute this instrument on behalf of the Landlord.

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

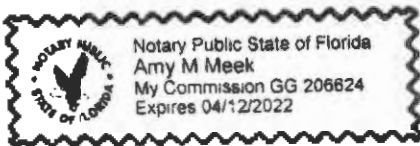
**TENANT ACKNOWLEDGEMENT**

STATE OF Florida )

) ss:

COUNTY OF Seminole )

On this 4th day of February, 2019, before me personally appeared Henry Galan, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and a such was authorized to execute this instrument on behalf of the Tenant.



Amy M. Meek  
Notary Public: 96206624  
My commission expires: 4-12-2022

## EXHIBIT 1-A

### DESCRIPTION OF PREMISES

#### AT&T Equipment List:

Antenna Centerline: 176 feet

Existing Ground Space: 12 x 37 equipment shelter measuring approximately 444 Square feet

Equipment listed below is referenced on the SA dated 12.04.2018

- Antennas: (3) 7770, (4) SBNHH-1D65B, (3) BSA-M65R-BUU-H6, (2) NNHH-65B-R4
- RRUs: (4) RRUS-32; (4) B2/B66A-8843, (4) B5/B12-4449, (2) B14-4478, TMA: (4) LGP21403, (2) ATM19801712-0
- DC6: (2) DC6-48-60-18-8F, (2) DC6-48-60-18-8C
- DC2: (4) DC2-48-60-0-9E
- Coax: (12) 1-5/8"
- Fiber Cable: (4) 3/8"
- Power Cable: (8) 3/4"
- RET Cable: (3) 5/16"
- (6) RRUS-11 – reserved loading\*, (3) RRUS-A2 – reserved loading\*,
- Diplexer: (4) LGP21902 – reserved loading\*

*\*Reserved loading subject to structural analysis at Tenant's cost*



**EXHIBIT 2-A**

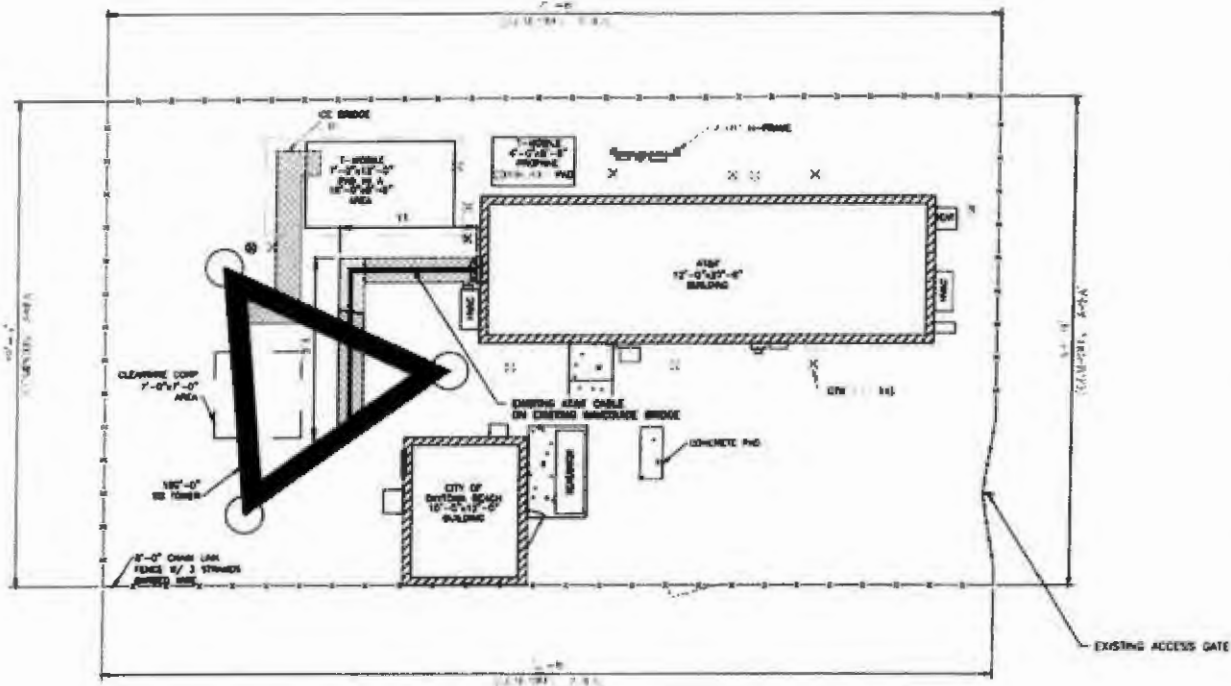
**SITE PLAN**

**NOTES:**

1. CONTRACTOR TO FILL ANY EXISTING GRAVEL AREAS THAT ARE DISBURLED DURING THE COURSE OF CONSTRUCTION, GRAVEL TO MATCH EXISTING.
2. THE CONTRACTOR TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL SEED ALL DISBURSED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
4. CONTRACTOR SHALL PROVIDE ALL REQUIRED EROSION CONTROL TECHNIQUES AND BEST MANAGEMENT PRACTICES PER LOCAL AND STATE REQUIREMENTS AS APPLICABLE.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH, CONTRACTOR SHALL VERIFY NORTH AND INFORM ARCHITECT/ENGINEER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE RAYCOX METALS ON THE TOWER TO ACCOMMODATE THE QUANTITY OF BRUFS.

THE CONTRACTOR MUST FIRST VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



**SITE PLAN**

0-1 SCALE: 1" = 50'  
 SHEET NUMBER 0-1 OF 1

REV	DATE	DESCRIPTION
A	8/5/18	PRELIMINARY CON REV 0
B	10/2/18	REV 0 CON ISSUED
1		
2		
3		
4		
5		
6		
7		
8		

USA SMC PROJECT NO.: 0181800-014

DRAWN BY: [ ] CHECKED BY: [ ]

**at&t**

3210 LAKE SUMA ROAD  
 LAKE MARY, FL 32748  
 TAX (407) 77-1398

**smartlink**

1887 WINDSOR EXCHANGE PKWY.  
 SUITE 200  
 ANNAPOLIS, MD 21401

PREPARED BY:

**USA ENGINEERING**

2818 STRONG RD SUITE 401  
 WESTLY CAPE, FL 33644  
 (813) 984-4365  
 P. 004 873-700

OCTOBER 02, 2018

MARC P. MAIER, PE  
 FL PROFESSIONAL ENGINEER LIC # 72513

**S. DAYTONA.GSM**  
**FA#10020086**

1770 S. SEDRAVE STREET  
 SOUTH DAYTONA, FL 32119

SHEET DESCRIPTION

**SITE PLAN**

SHEET NUMBER

**C-1**



CALL 9 WORKING DAYS BEFORE YOU DIG  
 1-800-838-4087

USA ENGINEERING - 2818 STRONG RD SUITE 401 WESTLY CAPE, FL 33644 TEL: (813) 984-4365 FAX: (813) 984-4365





**NOTES**

1. A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE DESIGNER TO DETERMINE THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY SOUND AND CAPABLE OF WITHSTANDING OPERATIONAL AND WIND-INDUCED VIBRATIONS. THE DESIGNER SHALL PROVIDE A CERTIFICATION TO THE CONTRACTOR BY A REGISTERED PROFESSIONAL ENGINEER TO VERIFY THE STRUCTURAL ANALYSIS. THE CONTRACTOR SHALL BE ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
2. IF ANY WORK IS REQUIRED AT THE SITE, THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND CONSTRUCTION VARIATIONS.
3. INSTALLATION SHALL BE PERFORMED BY THE CONTRACTOR AS EXPERIENCED IN THE ASSIGNED AREA. THE CONTRACTOR SHALL PROVIDE TRANSMISSION AND SUPPORT STRUCTURES AS REQUIRED TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL ATTACHMENTS TO THE TOWER AT THE SITE.

**CONTRACTOR RESPONSIBLE**  
 FOR THE DESIGN AND CONSTRUCTION OF ALL ATTACHMENTS TO THE TOWER AT THE SITE.

**THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND THE COMMENCEMENT OF CONSTRUCTION.**

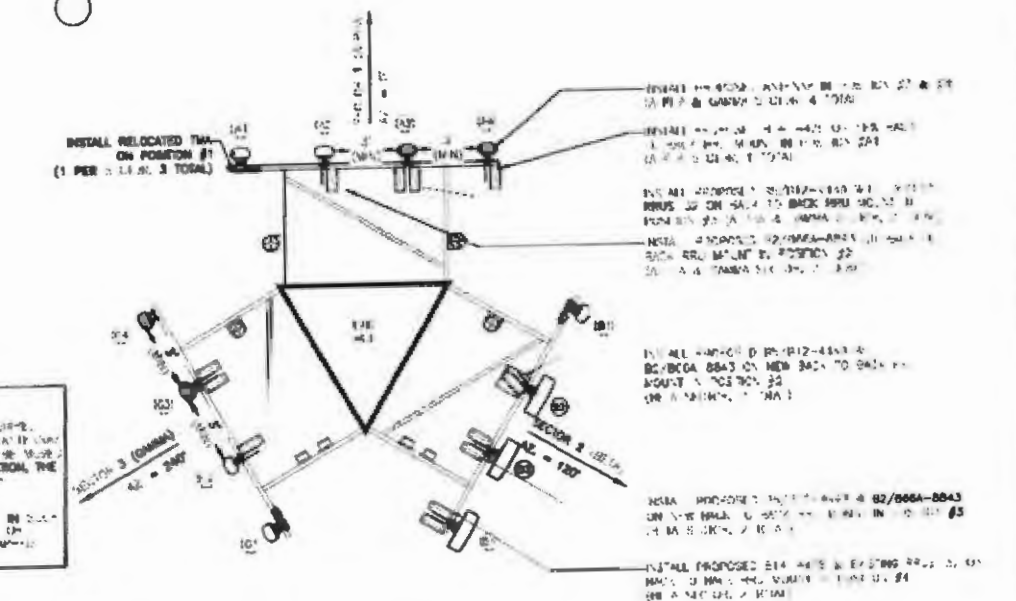
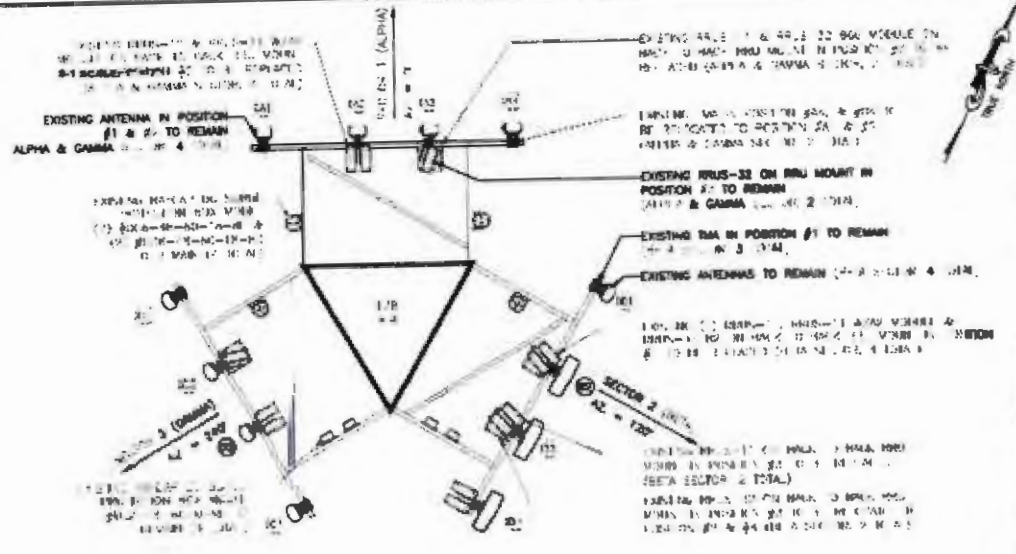
- REVISIONS**
1. REVISED PER CLIENT REQUEST.
  2. REVISED PER CLIENT REQUEST.
  3. REVISED PER CLIENT REQUEST.
  4. REVISED PER CLIENT REQUEST.

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL ATTACHMENTS TO THE TOWER AT THE SITE.**

**NOTE: ALL ANTENNA MOUNTS SHALL FOLLOW THE SCALE 1" = 20'**



- REVISIONS**
1. 3 EDGE-TO-EDGE SEPARATION REQUIRED. ANTENNAS 25 & 26 ARE AT 15' FROM 23 & 24. IF ANY ANTENNA MUST BE MOVED TO ACHIEVE 14" SEPARATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL ATTACHMENTS TO THE TOWER AT THE SITE.



REV	DATE	DESCRIPTION
1	07/18	PRELIMINARY DESIGN
2	10/25/18	REV D CON REVIEW
3		
4		
5		
6		
7		
8		
9		
10		

PER ENG PROJECT NO: 018000-214

DESIGNED BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

**USA ENGINEERING**

3210 LAKE SUMMIT BLVD  
 SUITE 110  
 WESLEY CHAPEL, FL 32786  
 (813) 994-0300  
 FAX (813) 994-0300

**USA ENGINEERING**

1897 ANNAPOLIS EXCHANGE PKWY.  
 SUITE 200  
 ANNAPOLIS, MD 21401  
 (410) 293-1100

**USA ENGINEERING**

2818 CYPRESS HEDGE BLVD.  
 SUITE 110  
 WESLEY CHAPEL, FL 32786  
 (813) 994-0300  
 FAX (813) 994-0300

1770 S. SEGRAVE STREET  
 SOUTH DAYTONA, FL 32119

SHEET DESCRIPTION  
**TOWER ELEVATION AND ANTENNA ORIENTATION**

SHEET NUMBER